Agenda
City of Cocoa
Regular Meeting

October 14, 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 October 14, 2025.
2. Minutes: Regular Meeting of August 26, 2025.

III. Awards and Presentations:

1. Above and Beyond Recognition for City of Cocoa Utility Field Service Rep Robert Bevard

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. Approve Task Order 2026-53 under RFQ-20-03-COC with Jacobs Engineering Inc. in the amount of $523,787 for design, permitting, and bidding services for the Surface Water Treatment Plant Chemical Improvements Project (WS23PT), and authorize the City Manager to execute the Task Order and any necessary documents on behalf of the City.

2. Award Bid No. B-25-07-COC, Banana River Booster Station Chlorination Improvements, to L7 Construction, Inc., of Sanford, Florida, for $2,547,000. To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $254,700 (10% of the Contract Amount) for a Total Project Cost of $2,801,700; To Approve a Resolution Amending the FY26 Budget, BAF 26-007-A for $2,801,700.

3. Approve Task Order No. 2026-59 to Jacobs Engineering Inc. for Services During Construction for the Banana River Booster Station Chloramination Project (Project WS18BR) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed $302,187. Approve a Resolution Amending the FY26 Budget, BAF 26-008-A.

4. Approval to transition Group Medicare Advantage Plan Coverage for eligible retirees age 65 and over from United Healthcare to Humana, effective January 1, 2026, to December 31, 2026, and payments to eligible retirees for Medicare Part B reimbursement. This is a multi-year agreement that spans nine months in FY 26 and three months in FY 27.

5. Approve the purchase of 20 vehicles and a street sweeper under the FY 2026 Capital Vehicle Improvement Program in the total amount of $1,238,488.03; authorize the purchase of Ford vehicles from Cocoa Ford under the Brevard County Public Entity Purchasing Contract No. 25-0217-B-HD and the street sweeper from Schwarze Industries under Sourcewell Contract No. 093021-SWZ; and Approve a Resolution Amending the FY 26 Budget, BAF 26-009-A, adding two new vehicles in the Building Fund and shoring up the costs for replacement vehicles in the Streets and Stormwater Divisions.

6. Approve a **Multi-Year Piggyback Contract** with **Geosyntec Consultants, Inc.** for specialized Floodplain and Stormwater Development Review Services, utilizing **Lee County Contract No. CN230595CMR**. This approval includes authorizing the City Manager to execute subsequent task assignments contract amendments and renewal options.

7. Approve a multi-year contract with Samsara Inc., FY 2026-FY2028 for cloud-based vehicle GPS and telematics services for City vehicles and equipment under Sourcewell Contract #102924-SAM, through the adoption of each year's annual budget, which will include any additional units added; authorize the issuance of a purchase order to Samsara Inc $82,293; and authorize the City Manager to approve any Change Orders and Budget Adjustments necessary for additional vehicle gateways up to 10% of the contracted amount. Approve a Budget Transfer BAF#26-010-T for $82,093, transferring funds to the appropriate accounts.

8. Approve policy renewal for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2025 through September 30, 2026, with an estimated annual premium of $210, 826.

9. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2025, through September 30, 2026, with an estimated premium of $1,930,062.00. Authorize the City Manager to execute the agreement.

10. Approve a Resolution Amending the FY26 Budget, BAF#26-014-A, putting the budget in place for the Provost Park Fitness Equipment Project, and Authorize the City Manager to issue a Purchase Order up to the Budgeted amount of $315,000.

VI. Public Hearings:

1. Second Reading Ordinance 11-2025 Sidewalk Cafe Permit Fees

2. First Reading of Ord. 10-2025 Uptown Forrest Future Land Use Map Amendment

3. First Reading of Ordinance 02-2025 LDR Amendment Creating Four Corners Overlay District

4. First Reading of Ordinance 01-2025 Large Scale Comprehensive Plan Text Amendment Four Corners Overlay District

VII. Council Business:

1. Consider the Donation Application for The Success Center in the amount of $1,000.

VIII. City Business:

IX. Informational Agenda:

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

2. Bi-Weekly Report for September 18, 2025 - October 9, 2025.

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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

view or listen to the meeting electronically at the following internet sites:

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

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

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

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:	July 30, 2025
Agenda Date:	October 14, 2025
File ID:	2025-787
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the October 14, 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 October 14, 2025 Regular City Council meeting agenda as written or with amendments.

Agenda
City of Cocoa
Regular Meeting

October 14, 2025
6:00 PM
65 Stone Street, Cocoa, FL 32922
This Agenda may be Amended up until or at the Meeting

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 14, 2025. (2025-787)
2. Minutes: Regular Meeting of August 26, 2025. (2025-788)

III. Awards and Presentations:

1. Above and Beyond Recognition for City of Cocoa Utility Field Service Representative, Robert Bevard. (2025-948). (HR Director)

IV. Delegations:

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

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2. Award Bid No. B-25-07-COC, Banana River Booster Station Chlorination Improvements, to L7 Construction, Inc., of Sanford, Florida, for $2,547,000. To

Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $254,700 (10% of the Contract Amount) for a Total Project Cost of $2,801,700; To Approve a Resolution Amending the FY26 Budget, BAF 26-007-A for $2,801,700. (2025-942). (Utilities Director)

3. Approve Task Order No. 2026-59 to Jacobs Engineering Inc. for Services During Construction for the Banana River Booster Station Chloramination Project (Project WS18BR) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed $302,187. Approve a Resolution Amending the FY26 Budget, BAF 26-008-A. (2025-946). (Utilities Director)

4. Approval to transition Group Medicare Advantage Plan Coverage for eligible retirees age 65 and over from United Healthcare to Humana, effective January 1, 2026, to December 31, 2026, and payments to eligible retirees for Medicare Part B reimbursement. This is a multi-year agreement that spans nine months in FY 26 and three months in FY 27. (2025-949). (HR Director)

5. Approve the purchase of 20 vehicles and a street sweeper under the FY 2026 Capital Vehicle Improvement Program in the total amount of $1,238,488.03; authorize the purchase of Ford vehicles from Cocoa Ford under the Brevard County Public Entity Purchasing Contract No. 25-0217-B-HD and the street sweeper from Schwarze Industries under Sourcewell Contract No. 093021-SWZ; and Approve a Resolution Amending the FY 26 Budget, BAF 26-009-A, adding two new vehicles in the Building Fund and shoring up the costs for replacement vehicles in the Streets and Stormwater Divisions. (2025-950). (Public Works Director)

6. Approve a Multi-Year Piggyback Contract with Geosyntec Consultants, Inc. for specialized Floodplain and Stormwater Development Review Services, utilizing Lee County Contract No. CN230595CMR. This approval includes authorizing the City Manager to execute subsequent task assignments contract amendments and renewal options. (2025-877). (Public Works Director)

7. Approve a multi-year contract with Samsara Inc., FY 2026-FY2028 for cloud-based vehicle GPS and telematics services for City vehicles and equipment under Sourcewell Contract #102924-SAM, through the adoption of each year's annual budget, which will include any additional units added; authorize the issuance of a purchase order to Samsara Inc $82,293; and authorize the City Manager to approve any Change Orders and Budget Adjustments necessary for additional vehicle gateways up to 10% of the contracted amount. Approve a Budget Transfer BAF#26-010-T for $82,093, transferring funds to the appropriate accounts. (2025-913). (Public Works Director)

8. Approve policy renewal for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2025 through September 30, 2026, with an estimated annual premium of $210,826. (2025-961). (HR Director)

9. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2025, through September 30, 2026, with an estimated premium of $1,930,062.00. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement. (2025-962). (HR Director)

10. Approve a Resolution Amending the FY26 Budget, BAF#26-014-A, putting the budget in place for the Provost Park Fitness Equipment Project, and Authorize the City Manager to issue a Purchase Order up to the Budgeted amount of $315,000. (2025-967). (Finance Director)

VI. Public Hearings:

1. Second Reading Ordinance 11-2025 Sidewalk Cafe Permit Fees. (2025-742). (Planner)

2. First Reading of Ord. 10-2025 Uptown Forrest Future Land Use Map Amendment. (2025-938). (Planner)

3. First Reading of Ordinance 02-2025 LDR Amendment Creating Four Corners Overlay District. (2025-495). (Planner)

4. First Reading of Ordinance 01-2025 Large Scale Comprehensive Plan Text Amendment Four Corners Overlay District. (2025-494). (Planner)

VII. Council Business:

1. Consider the Donation Application for The Success Center in the amount of $1,000.Consideration of the 2025 City Council meeting date additions and cancellations. (2025-952). (City Clerk)

VIII. City Business:

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-953). (City Clerk)

2. Bi-weekly Report from September 18, 2025 - October 9, 2025. (2025-954). (City Manager)

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date:	July 30, 2025
Agenda Date:	October 14, 2025
File ID:	2025-788
Prepared By:	Monica Arsenault, City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Approve the August 26, 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 August 26, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

August 26, 2025

A Regular City Council Meeting was held on Tuesday, August 26, 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.

The invocation was provided and the Pledge of Allegiance was held.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Patricia Weeks	Deputy Mayor (via phone)
	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; Tom Wilkinson, Code Enforcement Manager; Robert Beach, Chief Technology Officer; and Megan Crutcher, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 26, 2025. (2025-697).

* **MOTION by Mayor Blake; Seconded by Councilmember Koss to approve the agenda with an amendment to remove Council Business item VII.1.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Regular Meeting of July 8, 2025. (2025-698).

* **MOTION by Councilmember Koss; Seconded by Councilmember Hearn to approve the minutes for the July 8, 2025 Regular City Council meeting as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. National Suicide Prevention Awareness Month. (2025-823). (Mayor Blake).

Mayor Blake read the proclamation into the record.

2. Sageview Presentation of Retirement Investment Performance. (2025-741). (HR Director)

Ms. Bowman introduced the item and a presentation was given by Sageview regarding the City's retirement investment performance.

IV. Delegations:

Kellie Gant, 2820 Slippery Rock Dr., Cocoa, is a twenty-year resident of Cocoa. She shared she lives in College Green and one of her neighbors moved an RV into their yard. She was okay with the RV being there until there was a situation where a woman overdosed in it. It has become an ongoing issue, and she is very concerned. They have notified the police on several occasions, and the issues persist. She would like

to request a meeting with the Police Department, Code Enforcement and other necessary staff.

Geff Gant, 2820 Slippery Rock Dr., Cocoa, the husband of Kelly Gant, reiterated her comments and stressed that something needs to be done immediately. They deal with these issues all hours of the day and night and their kids are involved. This is not acceptable and the situation needs to be addressed urgently.

Aleck Greenwood, 640 Brevard Ave., Cocoa, wished to clarify comments that were made at the last meeting. He wished to clarify that he is not the property owner of the property on Dixon and that was implied at the last meeting. That being said, he does support its development and feels that one of the Councilmembers has been trying to deter that.

Councilmember Koss pointed out that Council has seen the letter she wrote to the State and nowhere in it does it ask that the development be denied. She wished to clarify that it asks how citizens can provide input on the project. Additionally, she feels that Mr. Greenwood has a vendetta and has come to Council to discuss this complaint repeatedly. She would like to know how long this will go on for.

V. Consent Agenda:

1. Approve the continuation of the piggyback agreement with Public Trust Advisors (PTA) for investment management services utilizing the City of Dania Beach Contract No. RFQ-22-008, with annual renewals through FY2030. Authorize the City Manager to negotiate and execute renewals and amendments. (2025-629). (Finance Director)

2. Approve Participation in a Multi-Year, Piggy-Back Agreement with W & J Construction Corp. for Construction Manager at Risk Services Utilizing Brevard County's Continuing Construction Manager (At Risk) Services, Contract # RFQ-6-22-05 Effective July 7, 2022 Through November 21, 2025 for the Stradley Park Football Field Concession Project; Approve the Construction Rider; Approve a Resolution Amending the FY25 Budget, BAF 2025-076-A to Fund the Project; Approve a Task Order 2025-04 and Purchase Order to W & J Construction Corp. for the GMP of $286,831; To Approve a Contingency Resolution Authorizing the City Manager to Issue Change Orders not to exceed $28,469; Authorize the City Manager to Approve a Task Order and Purchase Order to Architects RZK for Construction Management for this Project in the Amount Not to Exceed $20,000. (2025-750). (Public Works Director)

3. Approve a multi year piggyback contract with Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC, for armed security guard services at City Hall and the Dyal Water Treatment Plant, and authorize the City Manager to execute contract amendments. (2025-809). (Finance Director)

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins 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. Adopt on Second and Final Reading of Ordinance 06-2025, Amending the City Code Regarding Code Enforcement Board Jurisdiction and Duties regarding Noise and Excavation Violations, and Code Enforcement Lien Reduction Requests. (2025-689). (Community Services Director)

City Attorney Garganese announced that this is the Second and Final Reading of Ordinance No. 06-2025 and read the title into the record as follows:

Ordinance No. 06-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 6, ARTICLE II, DIVISION 1, OF THE CITY CODE REGARDING THE POWERS AND JURISDICTION OF THE CODE ENFORCEMENT BOARD; AMENDING CHAPTERS 12.5 AND 13.5 OF THE CITY CODE REGARDING ENFORCEMENT AND PENALTIES FOR MINING AND EXCAVATION OPERATIONS AND NOISE DISTURBANCES; PROVIDING A PROCEDURE FOR ENTERING INTO CODE ENFORCEMENT COMPLIANCE AGREEMENTS; ALTERING THE PROCEDURE FOR PROCESSING CODE ENFORCEMENT LIEN REDUCTION REQUESTS; MAKING ADDITIONAL HOUSEKEEPING AMENDMENTS IN COMPLIANCE WITH CHAPTER 162, FLORIDA STATUTES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Deputy Mayor Weeks shared her concerns with streamlining the process, specifically the part that applicants must reimburse the city upfront for recording costs. She pointed out that we have seen several cases that should have never been recorded in the first place and has an issue with applicants paying up front.

In response, Ms. Neuterman clarified the staff report and assured Council that staff will be reviewing each case.

Councilmember Koss requested that this be brought before the Code Board first before Council makes a decision.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve Ordinance No. 07-2025 on Second and Final Reading, for discussion.**

Councilmember Goins shared that he feels this will streamline the process and fully supports it. He shared that he spoke with some members of the Code Board and he acknowledges that some of them felt slighted and this was in no way meant to disrespect them. He added that he feels these changes should have been communicated to them better.

Mayor Blake opened the Hearing to the public.

Aleck Greenwood, 640 Brevard Ave., Cocoa, feels this will streamline the process immensely and thinks it's a great idea. He hopes that Council will approve it.

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

NAYES: Koss

THE MOTION CARRIED (4-1)

2. 2025 City of Cocoa Evaluation and Appraisal Report (EAR) Based Amendments 1st Reading (Transmittal Hearing). (2025-757). (Planner)

City Attorney Garganese announced that this is the First Reading of Ordinance No. 05-2025 and read the title into the record as follows:

Ordinance No. 05-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, SETTING FORTH AMENDMENTS TO THE CITY OF COCOA COMPREHENSIVE PLAN BASED ON THE CITY'S EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3191, FLORIDA STATUTES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; SEVERABILITY; AND AN EFFECTIVE DATE.

Alexis Crespo, RVi Consultant, provided a presentation[1] on the City's EAR-Based Comprehensive Plan Update.

[1] Exhibit A: EAR-Based Comp Plan Update Presentation

Mayor Blake opened the Hearing to the public. There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to approve Ordinance No. 05-2025 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the Final Assessment Resolution 2025-052 for Fire Protection, for Fiscal Year 2026. (2025-835). (Finance Director)

Ms. Bowman provided a brief explanation of the item.

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn to approve Resolution No. 2025-052, approving the Final Fire Protection Assessment, for discussion.**

Mayor Blake opened the Hearing to the public. There being no questions or comments, the public portion of the Hearing was closed.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION PASSED UNANIMOUSLY (5-0)

4. Approve the Final Assessment Resolution No. 2025-053 for Fiscal Year 2026, Stormwater Utility Services. (2025-836). (Finance Director)

Ms. Bowman provided a brief explanation of the item.

Mayor Blake opened the Hearing to the public. There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Mayor Blake; Seconded by Councilmember Koss to approve Resolution No. 2025-053, approving the Final Stormwater Utility Services Assessment.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION PASSED UNANIMOUSLY (5-0)

VII. Council Business:

~~1. Consider the Appointment of Joseph McClain to Fill an Alternate member vacancy on the Board of Adjustment. (2025-827). (City Clerk)~~ **Item Removed.**

2. Consideration of enhanced service options and contract extension for waste collection services. (2025-833). (Comm. & Economic Dev. Director/Public Works Director)

Ms. Senger and Ms. Morgan gave a presentation[2] and explained that in October 2021, the City's waste services contract with Waste Management was renewed for a term of October 1, 2021, to September 30, 2028 (via Ordinance No. 10-2021). Council approved to negotiate a contract with the current provider, Waste Management of Florida, as opposed to soliciting bids due to the cost increases recently seen in new contracts around the state. As part of that extension of the contract, and to keep increases for our residents to a minimum, the bulk yard waste pick-up process was changed in the previous contract; it was regularly serviced once a week without having to call for pick-up. This service is now picked up on an as-needed basis instead of a regular service day. This means that any resident who has a large pile of yard debris has to call Public Works to schedule a pick-up, which would occur within 10 business days. The reason for this change was that not every resident has bulk yard waste and thus does not use the service. But it would still be available to those residents who need the service; they just have to make a phone call to request the service.

To highlight the new changes to the bulk yard pick-up process, city staff conducted the following public information campaigns:

- Included the new change in every quarterly newsletter mailed to every resident in the city.
- Mailed two postcards to every resident in the city, highlighting the change in pick-up service and the phone number to call if the service was needed. (One postcard included a pop-out magnet that could be used for easy access to the contact number.)
- Trash-tip Tuesday social media campaigns.
- Produced a video detailing the new pick-up process.

The bulk waste trash collection process did not change from the previous contract.

[2] Exhibit B: Waste Management - Enhanced Service Options and Contract Extension

There has never been a routed, regularly scheduled collection of bulk trash. The process was and remains that any bulk trash (appliances, toilets, household goods, furniture, etc.) must be placed in separate piles and called in to Waste Management at least 72 hours in advance (bulk waste can be collected only once per week per household) for pick-up. Some of the issues seen with bulk trash items are that they are mixed in one pile and thus are unable to be picked up. Waste Management is required, per the contract, to tag any piles that cannot be picked up and explain to the customer why they are not being picked up. They will be ensuring this provision of the agreement occurs and will be coordinating with Code Enforcement on any recurring issues. Also to note, there are no other local communities that offer a regularly scheduled bulk waste collection service. They all have the call-in option for this service.

Staff is receiving calls and reports for isolated issues of bulk yard and trash sitting out for periods of time, and reached out to Waste Management to discuss changes to the current contract to include these services as regular, routed weekly services.

There are five different options for the City Council to consider in regard to regular bulk yard and trash service:

- **Option 1: Stay with the current agreement.** Residents will call Public Works for bulk yard waste pick-up and Waste Management for bulk trash pick-up. This will still include the 3% annual CPI increase. With this option, residents would see a $0.53 per month CPI increase beginning October 1, 2025. The current agreement expires September 30, 2028.

- **Option 2: Add on a regularly scheduled, routed bulk yard waste collection every other week and extend the current agreement term date to September 30, 2030.** Residents will get their bulk yard waste picked up every other week without having to call in for this service. This will still include the 3% annual CPI increase. With this option, residents would see a $2.44 per month increase beginning October 1, 2025. If this option is selected, the term date on the current agreement would be extended for two years and end September 30, 2030.

- **Option 3: Add on a regularly scheduled, routed bulk trash collection every other week and extend the current agreement term date to September 30, 2030.** Residents will get their bulk trash picked-up every other week without having to call in for this service. This will still include the 3% annual CPI increase. With this option, residents would see a $1.83 per month increase beginning October 1, 2025. If this option is selected, the term date of the current agreement would be extended for two years and end September 30, 2030. (Commercial rates would also increase $0.41 per cubic yard.)

- **Option 4: Add on both regularly scheduled, routed bulk yard waste and bulk trash collection every other week (alternating) and extend the current agreement term date to September 30, 2030.** Residents will get their bulk yard waste picked up one week and their bulk trash picked-up the next week without having to call in for this service. This will still include the 3% annual CPI increase. With this option, residents would see a $3.74 per month increase beginning October 1, 2025. If this option is selected, the term date on the current agreement would be extended for two years and end September 30, 2030. (Commercial rates for bulk trash pick-up would also increase $0.41 per cubic yard.)

- **Option 5: Continue to negotiate with Waste Management.** This will still include the 3% annual CPI increase on current rates beginning October 1, 2025.

Councilmember Hearn thanked Ms. Senger and staff for putting this all together. He stated that he truly appreciates the work they've done to address all the concerns. He has received many phone calls complaining about trash pickup and he is particularly in favor of Option 4.

Councilmember Goins added that while he doesn't want to pay any more money, he feels the extra service is needed and he does not feel there is any better option than Option 4.

Mr. Jordin Chandler, with Waste Management, spoke to Council's comments and concerns and reassured them that their equipment will be able to handle the increase in waste pickup.

Deputy Mayor Weeks shared that she is also in favor of Option 4. She added that she wants Waste Management to be aware that two of the biggest complaints she receives is that when people call Waste Management no one answers. When they do answer, no one ever comes to pick it up.

Councilmember Koss asked if there will be a regularly scheduled pick up day. In response, Mr. Chandler stated that he would need to check what day specifically but confirmed it will be a consistent day. Once the maps with the routes come out, they will push those out to citizens so everyone knows what their trash day will be.

Councilmember Koss shared that she is also in favor of Option 4.

David Pryor, 2915 Colchester Rd., Cocoa, stated that this is the fourth Tuesday in a row that Waste Management hasn't shown up. He would like this addressed immediately. He has called Waste Management, City staff and Council to get his trash picked up.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to select Option 4, to include Waste Management's $7500 annual donation, and to approve a budget amendment to do the necessary budget shore-up for this service.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve grant acceptance of $30,000 from the National Fitness Council for an Outdoor Fitness Court, with a City Grant Match of $285,000. Approve a Resolution Amending the FY25 Budget, BAF # 2025-080-A for $315,000. Approve a Resolution Waiving Competitive Bid, as a Sole Source Purchase, and allow the City Manager to issue the Purchase Order. (2025-834). (Comm. & Economic Dev. Director)

Ms. Senger provided a brief explanation of the item.

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Council direction on how to proceed with the proposed rehabilitation project at 1001 Montclair Rd. (2025-845). (Community Services Director)

City Manager Whitten introduced the item and briefed the Council on what is being asked this evening.

He and Ms. Neuterman explained that the City receives annual funding through the State Housing Initiative Program (SHIP) to conduct a variety of services to residents in Cocoa. One of the more active programs for Cocoa's SHIP program is the Home Rehabilitation and Repair Program for residents that are homeowners in Cocoa. The City opens applications to residents to begin the verification process for approval. Once a resident is approved, the home is placed on a rehabilitation list to perform rehabilitation/repair services when the funds are available. In FY2026, the City is expected to receive $147,115. The average rehabilitation project is approximately $75,000 per home, thus allowing up to two homes potentially eligible to receive a rehabilitation.

Currently, the City has a balance of $341,000 available for rehabilitation services, not including the $147,115 expected in FY2026. The City has completed or are in the process of completing multiple projects for homeowners in FY2025. During this fiscal year, Staff schedule inspections on potential homes for future rehabilitations to determine funding availability and eligibility. One such house is 1001 Montclair Rd. Percival and Alfreida Wright reside in the home and applied for a rehabilitation in 2020. They are currently eligible for a rehabilitation due to meeting the SHIP set asides for qualifications - disabled and income under 40% AMI.

The City's third-party housing rehabilitation inspector conducted an inspection on the property and estimated the rehabilitation cost at approximately $200,000. The recommendation from the inspector was that this home is a complete rebuild due to the major structural issues at the home.

An RFP for rehabilitation services was conducted for 1001 Montclair Rd. and below are the three bids that were received.

1. H2D Total Construction Solutions, Inc. $151,855

2. DPS Professional Systems $193,434

3. JJ's Design and Construction $202,350

The options presented below represent possible solutions to expend the SHIP funds:

1. Utilize the available SHIP funding to continue completing the rehabilitation on a minimum of 4-5 homes on the rehabilitation list and not complete the rehabilitation on the home at 1001 Montclair Rd.

2. Utilize the available SHIP funding plus the General Fund Affordable Housing Set Asides (proceeds from the sale of the five Michael C. Blake homes in 2024) to complete the rehabilitation at 1001 Montclair Rd. and a minimum of 4-5 homes on the rehabilitation list to expend the SHIP allocation.

3. Utilize the available SHIP funds to complete the rehabilitation at 1001 Montclair and perform no other rehabilitations until additional SHIP money is allocated.

Ms. Neuterman stated that staff is requesting Council select the best option for the City to maximize the use of SHIP allocations and complete rehabilitations for our residents on the rehabilitation list.

Councilmember Hearn shared that he would love to rehab this home and make a difference for this family. He is familiar with this home as he used to live down the

street from it. He stated that he is concerned with flooding behind the house when it rains. He acknowledged that this is a tough decision because as much as he'd like to help them out he's not sure that this is the best way to use the funds.

Councilmember Koss asked if there is a policy. In response, Ms. Neuterman replied affirmatively and provided clarification.

City Manager Whitten added that Council does in fact need to establish a policy and that will be brought back to Council at a later date.

Deputy Mayor Weeks asked if there are any other options. It seems to be more cost efficient to tear the house down and either rebuild it or put a manufactured home on it. In response, Ms. Neuterman explained that SHIP does allow for demolition and rebuild, however a minimum of $250,000 dollars needs to be allotted for the reconstruction which would exhaust most of the funds.

Deputy Mayor Weeks added that she feels like it would make more sense to take the funds and use it for several homes versus spending it all on one house. She noted that she would like to do something to help them though.

Councilmember Hearn made a suggestion to move this family into one of the Michael C. Blake Subdivision homes and for the City to take ownership of 1001 Montclair Rd., Cocoa, and add it to the surplus property list.

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Hearn to approve Option 1.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Koss

NAYES: Goins

THE MOTION CARRIED (4-1)

VIII. City Business:

IX. Informational Agenda:

1. Inform City Council of the City Manager's Approval to Participate in the Florida Department of Emergency Management's F-ROC Program for 2026 and future years. (2025-699). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (2025-830). (Finance Director)

3. FY 2025 July Budget Adjustment Report. (2025-831). (Finance Director)

4. Any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2025-832). (Finance Director)

5. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-843). (City Clerk)

6. Bi-Weekly Report for August 7, 2025 - August 21, 2025. (2025-844). (City Manager)

X. Reports:

Mayor Blake wished the City Manager and several of the directors a Happy Birthday month.

Deputy Mayor Weeks shared that she is at a real estate convention this evening and is sorry to have missed the meeting in person. She announced that she was nominated and selected to serve on a board for the Florida League of Cities.

Additionally, she attended the Chief's Walk in District 3 and it was a great event. She thanked Mayor Blake for coming out and participating.

Councilmember Goins shared photos from events he recently attended. He gave a shout out to Jayda Davis's family, who recently lost Ms. Davis. She was only sixteen years old and passed away tragically in a car accident in Cocoa. He wished to share his condolences to the family.

Councilmember Koss shared her District 4 report. She talked about coyotes in Florida and provided tips on how to avoid conflicts.

Additionally, she attended a symposium with Space Florida and spoke about the event.

Lastly, she shared that out of her six years on Council the Florida League of Cities Annual Conference that she attended last week was the best one she's attended yet. She thought the speakers were great this year.

Councilmember Hearn shared that he submitted his pictures for tonight too late and will present them at the next meeting.

He spoke about the basketball court at Anderson Park and wants to get it painted. He asked the City Manager to work on getting the paint scheduled. He'd also like to get the fence fixed and will share photos at the next meeting.

Mayor Blake shared photos from events he recently attended, including the Florida League of Cities conference, the first day of school at Emma Jewel Charter Academy, and an event at the Early Learning Coalition, among others.

XI. Adjournment:

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Weeks to adjourn the Regular meeting of August 26, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:09 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

EAR-Based Comprehensive Plan Update

City Council Meeting

August 26, 2025

RVi Planning + Landscape Architecture

EAR Update Requirement

- Evaluation and Appraisal Report (EAR) required per Section 163.3191, Florida Statutes
- Requires a review and evaluation of the Comprehensive Plan ("Plan") every 7 years
- Evaluates Plan against changes to Florida Statutes
- Evaluates Plan against updated data & analysis regarding growth, land use and infrastructure
- Amendments due to the State by **September 20, 2025**

FLORIDACOMMERCE

Ron DeSantis, Governor
J. Alex Kelly, Secretary

September 23, 2024

Mr. Stockton Whitten
City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Received
SEP 30 2024
City Manager's Office

Subject: Evaluation and Appraisal Notification Acknowledgement Letter

Dear Mr. Whitten:

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter, which was due on October 1, 2024 and received by FloridaCommerce on September 20, 2024.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to FloridaCommerce by September 20, 2025, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes (F.S.). The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), F.S. Please also be aware that Section 163.3191, F.S., was amended to read in part "updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle."

Jana Williams of FloridaComerce's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (805)717-8483.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendment, please contact Donna Harris, Plan Processor, at (850)717-8491 or by email at Donna.Harris@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Bureau Chief
Bureau of Community Planning and Growth

JDS/dh

Caldwell Building | 107 E. Madison Street Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org | Twitter: @FLACommerce

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Comprehensive Plan "Refresher"

- Long-range planning document required for each jurisdiction by the Community Planning Act (Ch. 163, Florida Statutes)
- Describes the City's Vision for the Future and translated this vision into policies, programs & public investments – City Blueprint
- Not regulatory and specific like your Land Development Code
- More breadth and depth than your Strategic Plan

Comprehensive Plan Elements

Future Land Use & Private Property Rights

Transportation

Housing

Infrastructure

Intergovernmental Coordination

Conservation & Parks

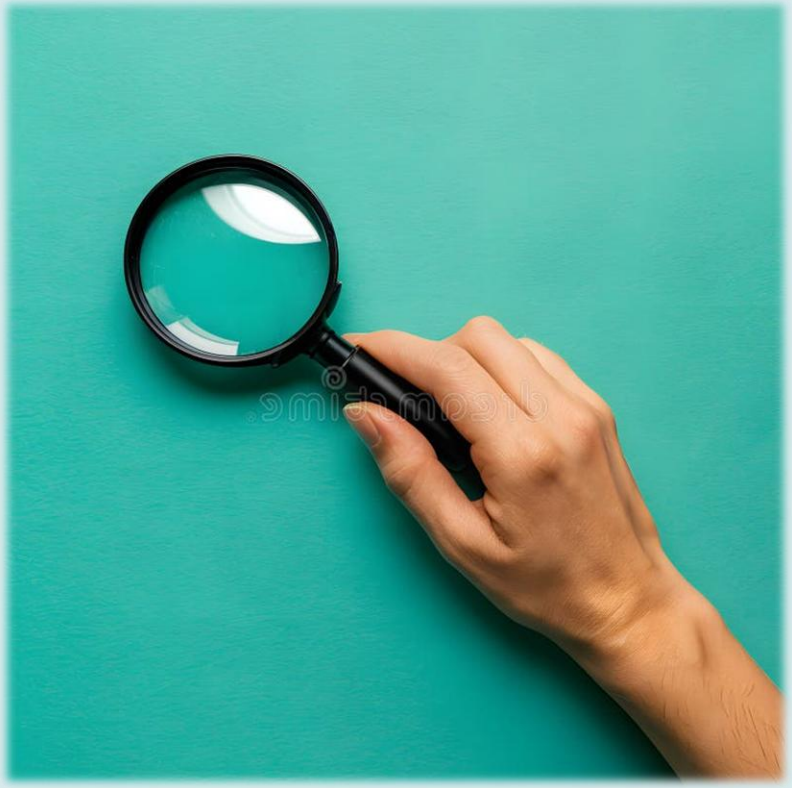
Schools & Capital Improvements

Comprehensive Plan Update Process

- **Project Initiation / Background Research** (January - April 2025)
- **Assessment Report** (April - July 2025)
- **Finalize Text & Map Amendments** (May – August 2025)
- ***Transmittal Public Hearings*** *(August 2025)*
- ***Department of Commerce Coordination*** *(September 2025)*
- ***Final Adoption Hearing*** *(October/November 2025)*

Preliminary Assessment/“EAR”

- ✓ Data and analysis based on a new “planning horizon” of 2050
- ✓ City of Cocoa will grow from a current population of 21,352 to 26,395 by 2050 (+24%)
- ✓ City has sufficient vacant land and adequate infrastructure to accommodate this growth
- ✓ City is required to make several “housekeeping” changes to the Comprehensive Plan Elements to maintain consistency with state law
- ✓ The bulk of amendments relate to updates to state law relating to infrastructure, as well as pre-emptions on certain uses and regulations



TEXT AMENDMENTS

EAR-BASED AMENDMENTS

- Future Land Use Element:
  - ✓ Modify future land use categories to address floating solar facilities
  - ✓ Modify and/or removed residential design standards for single-family and two-family dwelling types
- Transportation Element
  - ✓ Updates to jurisdiction assignments per Public Works direction
- Housing Element
  - ✓ Modify policies to address Live Local Act
  - ✓ Eliminate references to dates that have passed

EAR-BASED AMENDMENTS

- Sanitary Sewer Element:
  - ✓ Update policies to address current status of plans/studies, and update timeline/deadline references throughout
  - ✓ Update all specific Level of Service (LOS) standards references per Utilities Department direction
  - ✓ Include objective and policies to address septic conversion feasibility plan per Section 163.3177(6)(c)3, F.S
    - ✓ Identify existing subdivisions with 50 or more lots with more than one septic system per one acre
    - ✓ Feasible to connect to central sewer by 2035 provided State funding is available
- Potable Water Element:
  - ✓ Update all specific LOS standards references per Utilities Department direction

EAR-BASED AMENDMENTS

- Natural Groundwater Aquifer Element:
  - ✓ Include objective and policies to address septic conversion feasibility plan per Section 163.3177(6)(c)3, F.S. as linkage to Sanitary Sewer Element policies

- Coastal Management Element:
  - ✓Update policies to address timeline/deadline references throughout

- Conservation Element:
  - ✓ Incorporate by reference updated Water Supply Facilities Work Plan as linkage to Potable Water Element policies

  - ✓ Include objective and policies to address septic conversion feasibility plan per Section 163.3177(6)(c)3, F.S. as linkage to Sanitary Sewer Element policies

EAR-BASED AMENDMENTS

- Public School Facilities Element:
  - ✓ Updates relating to proportionate fair share payments and concurrency issuance/timing and timeline/deadline references throughout

- Capital Improvements Element:
  - ✓ Update Level of Service (LOS) per Public Works Department

  - ✓ Update Capital Improvements Plan (CIP) to the current FY 2025-2029 CIP

MAP AMENDMENTS

MAP AMENDMENTS

- Updated the City boundary on all maps to reflect annexations

- Updated data on maps where applicable from various sources
  - ✓ Vulnerability Assessment Data provided by Florida Geographic Data Library and Brevard County Historical Commission “Historical Landmark Guide”
  - ✓ FEMA data
  - ✓ Public Works Level of Service (LOS) data
  - ✓ National Wetland Inventory
  - ✓ Space Coast Transportation Planning Organization

- Eliminated outdated maps or maps not appropriate for a long-range Comprehensive Plan (ex. Soils Map)

Consistency with Comprehensive Plan

- Chapter 15, Article II, Sec. 15-11(c) - Comprehensive Plan Amendment Standards, the following must be considered by the Land Planning Agency and City Council:

  - ✓ Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region
  - ✓ Whether the proposal will diminish the service level of public facilities
  - ✓ Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region
  - ✓ Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code
  - ✓ Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan
  - ✓ Whether the proposal is incompatible with surrounding neighborhoods and land uses
  - ✓ Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment

Conclusion & Next Steps

- EAR-Based Amendments address changes to state law and comply with the criteria for amending the City's Comprehensive Plan
- P&Z recommended Transmittal to City Council August 6th
- Tonight's Transmittal Hearing
- Department of Commerce Review
- Finalize EAR-Based Amendments per State Review
- Final City Council Adoption Hearing

Thank you!

DESIGN GUIDELINES SITE PLANNING CRITERIA

Requirements, Strategies, and Tools for successful Fitness Court® Integration

NFC Campaign Rules and Requirements for Fitness Court® Location

The following requirements have been established by the NFC Grant Committee to ensure all Fitness Courts® meet minimum national safety, usability, and success criteria. These requirements must be adhered to by all entities that install a Fitness Court® on their property.

REQUIREMENT SUBSET A: LAND OWNERSHIP

1. Land must be owned by City, County, High School, or University and be open for public access.
2. City owned selected land should be a parcel categorized as a park on the city land use map. (Special exemption may apply with approval by NFC Grant Committee)
3. Land must not be owned by Elementary School/Pre-K
4. Land must not be owned by Middle School (special exemption with multiple campus schools)

REQUIREMENT SUBSET B: MINIMUM SAFE DISTANCES FROM PRE-K, ELEMENTARY AND MIDDLE SCHOOLS

1. A Fitness Court® is not permitted within 500’ of an Elementary School/Pre-K/Daycare
2. A Fitness Court® is not permitted within 500’ of a Middle School. (Special exemption with mix-use schools pending approval by NFC Grant Committee)

REQUIREMENT SUBSET C: MINIMUM SAFE DISTANCES TO LOCALIZED AMENITIES

1. A Fitness Court® is not permitted within 150’ from a playground, splashpad, or other Amenity geared towards children under 14+ for safety purposes
2. A Fitness Court® must be located a minimum distance of 150’ from BBQ pits/Pavilions and Farmers Markets for safety and maintenance reasons
3. A Fitness Court® must be located a minimum distance of 25’ away from a fence for solid wall for safety and maintenance purposes

Site Planning Strategies

The following strategies are noted to help guide site placement and orientation of a Fitness Court® within the selected park location. These strategies are meant to be deployed during the site planning process to help guide site partners towards finding the best layout for the Fitness Court® in an effort to encourage full accessibility and maximum usage in a safe and fun way.

LOCATION

When possible, the Fitness Court® should be placed along an active local or regional trail, significant natural element such as a body of water, and in a prominent location. It is also recommended to situation the Fitness Court® within a cluster of existing park amenities near a basketball or tennis court, soccer field, or other similar recreation amenities.

ORIENTATION

The Fitness Court® should be oriented in a way that provides the greatest visibility to adjacent park users. The Fitness Court® should not face a wall or fence. The Fitness Court wall should be perpendicular to the main pathway and any surrounding walls to maintain a clear sight line visibility for safety.

BUFFER ZONE

The Fitness Court® should not be located within 25’ of a wall or fence. This obscures all views to the back mural wall and could potentially create unsafe zones near the Fitness Court®. Seat walls between 18”-24” are allowed as needed 6” curb to deal with certain site grading conditions. Ideally a 2-3’ buffer is maintained between the Fitness Court®, and seat wall or curb.

SAFETY

The Fitness Court® should be placed in an area of the park that can be monitored by surrounding residential and civic land uses. This helps keep “eyes” on the facility at all times of day and ensures there is no mis-use occurring during off-peak hours. In addition, when placed in the ideal location, there will be fewer opportunities for graffiti tagging and other defacement of city property.

VISIBILITY

In order to ensure the safety of its users, the Fitness Court® should be positioned in a way that does not obscure sight-lines onto the front of the facility. Fitness Courts® should be placed parallel to walkways, and face outward for maximum view-sheds.

Site Planning Strategies

CONNECTIVITY

Active regional trails help connect neighborhoods to parks and other recreational amenities. When available, Fitness Courts® should be placed no more than 10’ from an active trail to encourage users along the path of travel. Multiple Fitness Courts® located within a city, begins to connect the network promoting health and wellness in the locale.

DISTANCE

All Fitness Courts® should be placed 150’ away from a playground or BBQ facility. This setback requirement helps deter children from playing on the Fitness Court®, and prevent any food waste or hot coals on the surface itself. Exceptions can be made in certain situations where site constraints are present, or there is proper fencing or landscape buffers around the adjacent park uses to discourage use by individuals 14 and under.

SITE INFRASTRUCTURE

Once the Fitness Court® is constructed, we encourage partners to integrate other site furnishings such as bike racks, water fountains, benches, shade structures, sight lighting etc. This can extend the use-time of the Fitness Court® into the evening hours and during hot summer months.

LAND USE

The Fitness Court® is designed for users 14+. It should be placed in an appropriate land use designation that encourages high use i.e. parks, along trails, high schools, colleges etc. The Fitness Court® should not be placed near an elementary school, middle school or leisure park. It should be placed in developed park areas that have like amenities such as a basketball courts, tennis courts, or pickle-ball field.

Design Requirements & Guidelines

Below are key examples of two types of site partners 1) those who have completed successful site planning practices and 2) those who have been non-compliant with NFC requirements & guidelines for successful Fitness Court® site planning. The second category of locations violate NFC's best practices and have subject them to mis-use at the local level. NFC mandates all site partners to follow guidelines set forth in this document to ensure proper and safe use, and set each Fitness Court® up for community participation and success.

Best Use Cases for Fitness Court® Placement

ACCESS
Walking + Cycling Infrastructure

✓ DO

Sidewalk connection to and from Fitness Court® slabs are required to provide direct access and ADA accessibility.

✗ DON'T

Fitness Court® are not to be placed in undeveloped open space. Future park master plans must be approved and funding secured if considering an undeveloped site.

LOCATION
Proximity

✓ DO

Fitness Courts® should be located next to and directly connected to active trails, cycling lanes and/or walking loops.

✗ DON'T

Fitness Courts® are not permitted to be located within specified distances of playgrounds, splash pads, and BBQ stations for safety purposes.

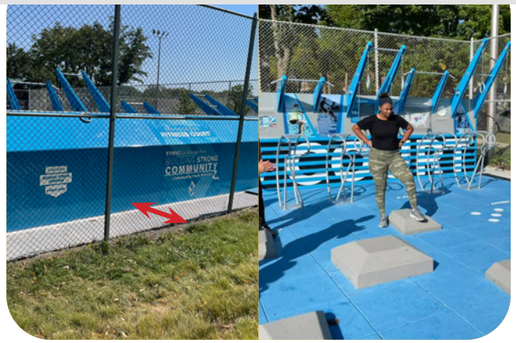
Design Requirements & Guidelines

ORIENTATION + SAFETY BUFFER
Setbacks + Distances

✓ DO

Fitness Courts® are required to be placed at least 25' away from all vertical structures including but not limited to brick walls, fencing, retaining walls. The Fitness Court® Wall orientation should be perpendicular to the connecting pathway and vertical surface allowing clean safety sightliness.

✗ DON'T



Do not place the Fitness Court® directly against a fence or wall creating hidden spaces. This creates zones where individuals may hide, encouraging misuse and potential vandalism. This also obstructs maintenance access.

EDGE CONDITIONS
Surrounding Surfaces

✓ DO

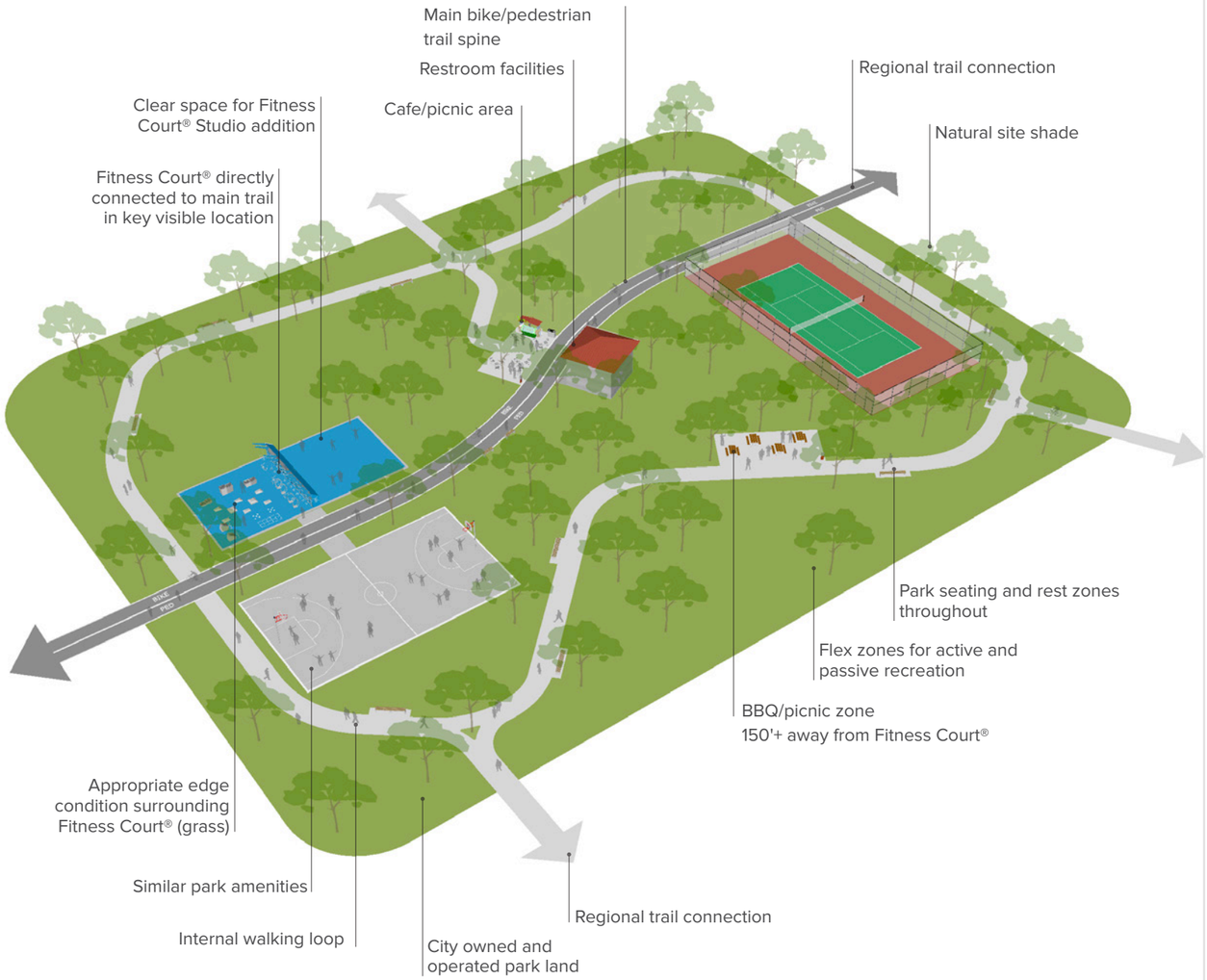
Acceptable typical edge conditions include grass, artificial turf, landscape planting, mulch, hardscape or other rubber surfacing material.

✗ DON'T

Unacceptable edge conditions include gravel, sand, decomposed granite, and other loose material. These materials cause tripping hazards and maintenance issues.

Conceptual Park Design: Fitness Court® Integration

The graphic below depicts an example of an ideal placement of the Fitness Court®. A Fitness Court® should be placed along a major trail connector and have adequate space in the grass area behind for a Studio Fitness Court® expansion. It should be clustered amongst other park recreation amenities, and integrate various site furnishings to compliment the Fitness Court®. In addition, regional trail connections and a internal walking loop trails should be connected to the Fitness Court® to promote use. Sites with restroom facilities and water fountains should be considered. BBQ and food pavilion areas should be spaced appropriately away from the Fitness Court® to avoid food and beverages from spilling on the surface.



Acceptable Adjacent Amenities				Unacceptable Adjacent Amenities		
Basketball	Tennis	Pickleball	Soccer	Playground	Splashpad	BBQ

PROPER SITING OF THE FITNESS COURT® IS ESSENTIAL

“Being able to walk to a state-of-the-art Fitness Court® and now this beautiful park, only enhances the desirability of the area. We are proud to see so many people choosing to call Northwest Huntsville home.”

-Huntsville, AL District 1 Council Member Devyn Keith

National Fitness Campaign
San Francisco, CA
Tel. 415.702.4919
Nationalfitnesscampaign.com
info@nfchq.com

CITY COUNCIL AGENDA ITEM

Memo Date:	October 2, 2025
Agenda Date:	October 14, 2025
File ID:	2025-948
Prepared By:	Lorne Stinnett, HR Manager
Through:	Stockton Whitten, City Manager
Requested Action:	None.

BACKGROUND:

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
No motion needed. Presentation only.

CITY COUNCIL AGENDA ITEM

Memo Date:	September 23, 2025
Agenda Date:	October 14, 2025
File ID:	2025-923
Prepared By:	Katherine Ennis, Deputy Utilities Director
Through:	John Walsh, Utilities Director
Requested Action:	Approve Task Order 2026-53 under RFQ-20-03-COC with Jacobs Engineering Inc. in the amount of $523,787 for design, permitting, and bidding services for the Surface Water Treatment Plant Chemical Improvements Project (WS23PT), and authorize the City Manager to execute the Task Order and any necessary documents on behalf of the City.

BACKGROUND:

The City of Cocoa's Claude H. Dyal Water Treatment Plant consists of two facilities: the Groundwater Treatment Plant (GWTP), with a capacity of 48 million gallons per day (MGD), and the Surface Water Treatment Plant (SWTP), with a capacity of 12 MGD. The SWTP, constructed around 2000, was designed to treat surface water from Taylor Creek Reservoir (TCR).

The reliability of the SWTP is critical to meeting the City's Consumptive Use Permit (CUP) conditions and maintaining current and future water supply demands. Due to the age of the SWTP, much of the existing equipment has reached or is nearing the end of its useful life. Improvements to the SWTP's chemical systems are necessary to maintain reliable treatment operations, ensure redundancy within the overall system, and continue to provide high-quality water service to the City's customers.

Task Order 2026-53, in the amount of **$523,787**, includes design, permitting, and bidding services for the **Surface Water Treatment Plant Chemical Improvements Project (WS23PT)**. The scope of work includes removal and replacement of existing surface water chemical feed equipment and yard piping that has reached the end of its useful life or is no longer in service. The work also includes modifications to groundwater treatment processes affected by this project, installation of a new CO_2 feed system to assist with alkalinity adjustment of the surface water, repairs to the containment system tank structure, safety enhancements, and upgrades to the instrumentation and control systems associated with the treatment process.

Task Order 2026-53 will be completed under **RFQ-20-03-COC**, in accordance with the contract terms of the **Agreement for Continuing Engineering Services for Water System** awarded to **Jacobs Engineering Inc.** on February 5, 2020, and as amended under the **Second Amendment** approved on July 23, 2024.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

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

Source/Use of Funds
Account Number: 424-4055-536.63-00 (WS23PT)
Amount: $523,787

PREVIOUS ACTION:

RECOMMENDED MOTION:
Approve Task Order 2026-53 under RFQ-20-03-COC with Jacobs Engineering Inc. in the amount of $523,787 for design, permitting, and bidding services for the Surface Water Treatment Plant Chemical Improvements Project (WS23PT), and authorize the City Manager to execute the Task Order and any necessary documents on behalf of the City.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Continuing Engineering Services for the Water System	2026-53
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 09/23/25 City Bid Number: RFQ 20-03-COC AMOUNT: $ 523,787.00

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

Dept. Number/Division Name: 424/4055

Project Name: Surface Water Treatment Plant Chemical System Improvements Project Number: WS23PT

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

AMENDMENT

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

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

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

This TO includes the design, permitting, and bidding services for the Surface Water Treatment Plant Chemical Improvements Project (WS23PT). The scope of the project includes removal and replacement of the existing surface water chemical feed equipment and yard piping which has either reached its useful life or no longer in services. This also includes some modifications to the ground water treatment that are impacted by this work and the addition of a CO2 feed system that is needed to assist in adjusting the alkalinity of the surface water. Repairs to the containment system tank structure and safety improvements. Required associated upgrades and modifications to the instrumentation and controls for the treatment process.

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 4,500,000.00

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

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

Katherine Ennis Digitally signed by Katherine Ennis Date: 2025.09.23 09:45:06 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2025.09.23 16:47:33 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2026-53

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2025.09.24 16:41:31 -04'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

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

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

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

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

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

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

City of Cocoa

Task Order 2026-53

Surface Water Treatment Plant Chemical System Improvements – Design, Permitting, and Bidding Services

Objective and Background

The City of Cocoa's Claude H. Dyal Water Treatment Plant consists of the Groundwater Treatment Plant (GWTP) with a capacity of 60 MGD (million gallons per day) and the Surface Water Treatment Plant (SWTP) with a capacity of 12 MGD. The SWTP was designed to be expandable to 12 MGD and treats surface water from Taylor Creek Reservoir (TCR). The two plants provide redundancy in meeting water demands and allows for extended outages for better maintenance and upgrades of the plants.

To protect the regional natural resources, the St. Johns River Water Management District (SJRWMD) has been limiting permitted groundwater withdrawals from the Floridan Aquifer and requiring the use of alternative water supply sources. As part of the Consumptive Use Permit renewal in 2022, the SJRWMD limited the City's groundwater withdrawals with a condition in the permit that limits the supply to the GWTP to 16 MGD (annual average basis) and requiring the SWTP to provide the remainder of the water supply from TCR. Currently, the water demand is approximately 20 MGD on an annual average basis.

The SWTP was constructed around 2000 and has been in service intermittently for 25 years. Much of the equipment is at or near its useful life. Additionally, the reliability of the SWTP is critical to meeting the CUP conditions and water demands. The improvement of the SWTP chemical systems will allow the City to maintain the reliability of their SWTP, providing the redundancy needed to serve their customers.

Under this Task Order, Jacobs Engineering Group, Inc. (Jacobs) will provide engineering services for the design, permitting and bidding for upgrades to the Surface Water Treatment Plant's Chemical System. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and Second Amendment on July 23, 2024.

Scope of Work

Task 1 – Design Development

The scope of the project for the improvements to the Surface Water Treatment Plant Chemical System is described as follows:

1. Demolition and removal of existing chemical storage and feed equipment at the existing surface water chemical facility and the Cal-Flo facility. Demolition includes chemical feed pumps, day tanks, bulk storage tanks, chemical feed piping, and control panels.
2. New calcium hydroxide and ferric sulfate storage and feed equipment at the existing surface water chemical facility. Storage and feed equipment includes bulk tanks, feed pumps, chemical feed piping, and control panels.
3. Abandon and replace existing chemical yard piping from chemical feed facility to existing injection points.
4. Replacement liquid polymer system including chemical feed pump skids and chemical piping. Chemical feed pump skids will be located outside adjacent to the new bulk storage tanks and polymer system will be located inside the existing building.
5. Modify bulk storage tank pedestals to accommodate new tank dimensions and/or raise pedestals.
6. Repair spalled or damaged concrete within the containment area and recoat floors and walls
7. Addition of raised walkway grating within chemical containment area to access equipment without the need to walk on containment basin floor slab.
8. Improvements to the chemical bulk storage area, including the addition of a pre-engineered canopy roof structure and minor modifications to existing concrete containment area walls.
9. Installation of a sodium hydroxide feed system to supply the existing groundwater treatment units in lieu of the existing calcium hydroxide system.
10. Installation of CO_2 feed system to adjust alkalinity of surface water.
11. Upgrades and modification to process instrumentation and control to complement the treatment process improvements completed under this project.

The project design work for the project will be carried out using a phased design delivery approach to establish a logical and progressive completion of the design work. The phases will be carried out sequentially as described below.

Task 1.1 – Project Management and Kick-off Meeting

Jacobs will provide overall project management to manage the engineering services and coordinate the services with the City Staff. Additionally, Jacobs will conduct a kick-off meeting with the City to discuss the project execution, objectives, and schedule. Following the kick-off meeting, Jacobs will prepare a meeting summary and distribute to the meeting attendees. At the onset of the project, Jacobs' key design engineers will perform a site visit to assess existing

equipment and existing conditions, and evaluate the proposed improvements and any special features and design obstacles that must be considered.

Task 1.2 – Site Survey

Jacobs will retain a professional land survey firm to provide a topographic survey of the Dyal WTP site where the proposed project site improvements are to be implemented. The surveyor will perform a topographic survey of the proposed project area and will survey all above ground improvements and features, including obtaining 1-foot contour elevations. In addition, underground utilities located and marked by others will be surveyed and included in the base survey.

Task 1.3 – Preliminary Design (30% Design)

The Preliminary Design Phase will be completed to firmly establish the design intent, concepts, and equipment sizing criteria prior to development of the Final Design in order to provide a unified definition of the project to develop a clear and accurate scope of work for the Final Design. Although a basic scope of the project has been developed, preliminary evaluation and discussion is required to define the Final Design scope in order to efficiently and cost effectively complete the detailed Final Design and bid document drawings and specification preparation. The goal of the Preliminary Design is to further define the following project elements which are unknown or undefined currently.

The Preliminary Design will be documented in a Preliminary Design Report (PDR). The general purpose of the PDR is for documentation of objectives, design criteria, existing conditions, design inputs, and similar basis information for review by the City. The PDR will include the following content as applicable for each design discipline, as needed:

1. Design criteria and concepts to be used as the basis of design
2. Codes, regulations, standards, and references
3. Updated process design summary from Conceptual Design phase
4. Preliminary equipment list and data sheets for major equipment
5. Process control narratives
6. Preliminary cost estimate
7. Preliminary drawings (considered 30% design drawings):
    a. Civil Site Plan
    b. Roof Canopy Plan & Elevations
    c. Process mechanical plans and sections
    d. Process and instrumentation diagrams

e. Electrical single-line diagrams

Following the City's review of the preliminary design submittal, Jacobs will conduct a review meeting with the City at the Dyal WTP, which will be attended by the Jacobs project manager and project engineer, to review the design package to review the design package, discuss City's comments and document design changes to be included in the next design phase

Task 1.3 Deliverables

The following deliverables will be provided in PDF format:

- Preliminary Design Report
- Review meeting agenda and meeting minutes

Task 1.4 – 60% Design (Design Development)

The purpose of this task is to utilize the decisions of the project that were made in the previous phase and to complete and finalize the preliminary design of the previous phase, develop the project design to achieve a true "design freeze" at the conclusion of this phase. Drawings will be further progressed and detailed to present the design concepts in more detail from the Preliminary Design. Additionally, the initial draft of specifications will be developed as part of this phase.

Following the City's review of the 60% drawings and specifications, Jacobs will conduct a review meeting with the City at the Dyal WTP, which will be attended by the Jacobs project manager and project engineer, to review the design package to review the design package, discuss City's comments and document design changes to be included in the next design phase.

Task 1.4 Deliverables

The following deliverables will be provided in PDF format:

- 60% Design Submittal – Drawings and draft specifications (electronic submittal)
- Opinion of Probable Construction Cost
- Review meeting agenda and minutes

Task 1.5 – Final Design (90% and 100% Design)

The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding. Key activities during this phase will include:

- Finalize specification front-end documents (Division 01 - General Requirements)
- Prepare final construction drawings
- Prepare final technical specifications

- Complete final checking and coordination review

Following the City's review of the 90% drawings and specifications, Jacobs will conduct a review meeting with the City at the Dyal WTP, which will be attended by the Jacobs project manager and project engineer, to review the design package, discuss City's comments and document design changes to be included in final bid document submittal. Following the review meeting, Jacobs will modify the contract documents to reflect all agreed upon final review comments from the City and Jacob's quality control review team. The final drawings and specifications will then be submitted to the City for inclusion into the City's bid package.

Task 1.5 Deliverables

The following deliverables will be provided in PDF format:

- 90% Design Submittal – Drawings, specifications, design details (electronic submittal)
- Opinion of Probably Construction Cost (based on 90% submittal)
- 100% Design Submittal – Drawings, specifications, design details (electronic submittal)
- Meeting agenda and minutes

Task 2 Permitting Services

Jacobs will prepare and submit an application for a Florida Department of Environmental Protection (FDEP) Permit to Construct PWS Components (Form 62-555.900(1)) for the project. The permit application will include supporting documentation and preliminary drawings as required by FDEP. The permit application will only be for a modification and no capacity rerating will be required. Jacobs will provide one response to a Request for Additional Information (RAI).

A FDEP permitting fee up to $4,000 has been included in the task order budget.

Task 2 Deliverables

The following deliverables will be provided in PDF format:

- Permit application package for FDEP Permit to Construct PWS Components including Form 62-555.900(1) and supporting documentation per FDEP requirements.
- Response to RAI (if necessary)

Task 3 - Bidding Services

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

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

The City will make the final decision on the award of the contract for construction and the acceptance or rejection of bids. The City will prepare the notice of award; assembly, delivery and execution of the contract for construction and the notice to proceed.

Assumptions

1. Where existing survey, CAD base drawings, and geotechnical reports are available, they will be used for the design to the extent possible. If additional information is required as the design developments, then the City may provide this information using a City's vendor or an amendment can be provided by Jacobs to subcontract the work.
2. Stormwater improvements are not required, nor included as part of this project.
3. It is assumed that chemical feed and control philosophy that is currently used at the water treatment plant is acceptable, and no changes to chemical feed control systems are included as part of this project.
4. It is assumed that the footprint of the existing chemical containment area and walls where the bulk storage tanks are currently located will not be altered during this project and will remain at its current physical size.
5. The existing building HVAC system will remain in service and will not be altered in any way. Modifications to the existing building HVAC system is not included with this project.
6. This project includes removing the existing chemical feed equipment from the existing building and relocating the equipment into the bulk storage tank area outside the building. Based on this, it is assumed that there will be no need to address fire sprinkler systems within the building and design of fire suppression systems are not included with this project.
7. The existing motor control center (MCC) will remain in service and will not be replaced as part of the project. The modifications to the MCC and electrical equipment will be limited to that required to integrate the new equipment. Existing MCC cabinetry and electrical equipment will be reused to the extent practical and only replaced or modified where necessary to complete the project.
8. Modifications or improvements to the existing back-up power systems are not included as part of this project.
9. Fire sprinklers are not required for the structure or chemical building.
10. A corrosion control evaluation is not included in this scope, and if required by the permitting agency would be completed under separate authorization.

11. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
12. Jacobs master technical specifications (Division 01 – 49) will be used as the basis for all specifications.
13. Invitation to Bid documents, or the Division 0 specifications, will be developed by the City. The final drawings, technical specifications and Division 1 specifications will be developed by Jacobs.
14. The Contractor shall be responsible for permitting with the Orange County Building Department including development and submission of the permit application(s), coordination with the permitting agency, completion of permit requirements, and permit approval.
15. In providing opinions of cost, financial analyses, economic feasibility projections, for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that Client's actual project costs, financial aspects, economic feasibility, will not vary from Jacobs' opinions, analyses, projections, or estimates.

Schedule

The duration of the services provided under this Task Order are dependent on project permitting and bidding activities which are outside of Jacobs' control. This Task Order shall remain active to support the specified services throughout project design, permitting, and bidding.

Design services provided under Task 1 are estimated to be completed as shown in Table 1.

Table 1: Schedule

Task/Activity	Schedule
Task 1 – Design	
Task 1.2 Topographic Survey	10 weeks after receipt of PO or Notice to Proceed from City
Task 1.3 Preliminary Design	12 weeks after receipt of the topographic survey
Task 1.4 60% Design	12 weeks after Preliminary Design review meeting
Task 1.5 90% Design	12 weeks after 60% Design review meeting
Task 1.5 100% Design	6 weeks after 90% Design review meeting

Permitting services provided under Task 2 are anticipated to begin after approval of the 60% design package. The FDEP permit application will be submitted within 4 weeks after approval of the 60% design. The permit approval schedule is dependent on the regulatory agency.

Bidding services will commence after the City has published the project bid and will last the duration of the bidding process which is anticipated to be 6 weeks. The pre-bid conference is anticipated to be held within 2 weeks of the bid publication.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
Tasks 1.2, 1.3, & 1.4 – Site Survey & Preliminary Design	529	$ 92,238
Tasks 1.5 & 1.6 – Design Development & Final Design	2,224	$379,697
Task 2 – Permitting	66	$ 12,205
Task 3 – Bidding Services	68	$ 13,662
Expenses & Subconsultants	N/A	$ 25,985
Totals:	3,481	$ 523,787

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between Jacobs and the City.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for Jacobs Engineering Group Inc.
By:	By:
	Francois Didier Menard
Title:	Title: Vice President
Date:	Date: 09/23/2025

City of Cocoa - Task Order 2026-53

Dyal WTP Surface Water Chemcial Treatment Facility Improvements - Design, Permitting and Bidding Services

Attachment A - Fee Estimate

	Project Manager	Design Manager	Architect	Architect Technician	Civil	Civil Technician	Electrical Engineer	Electrical Technician	Plumbing Engineer	Plumbing Technician	Process Mechancial	Process Mechanical Technician	Structural	Structural Technician	I&C Engineer	I&C Technician	Lead Technician	Specs Processor	Geotechnical Engineer	QC Reviewers	Cost Estimating	Office			Labor Fee	Expenses	Subcontracts
	Engineer 8	Engineer 7	Engineer 7	Technician 5	Engineer 6	Engineer 1	Engineer 5	Technician 3	Engineer 4	Technician 5	Engineer 4	Technician 5	Engineer 2	Technician 4	Engineer 5	Technician 3	Engineer 2	Technician 2	Engineer 6	Engineer 6	Engineer 4	Office					
	$235.00	$235.00	$235.00	$169.00	$218.00	$110.00	$199.00	$120.00	$169.00	$169.00	$169.00	$169.00	$120.00	$142.00	$199.00	$120.00	$120.00	$110.00	$218.00	$218.00	$169.00	$85.00					
Tasks 1.2, 1.3, & 1.4 -Site Survey & Preliminary Design	51	26	15	21	17	17	13	13	7	5	73	73	22	22	32	32	16	9	7	26	22	10					
Land Surveying Subcontract																											$17,985
																							Task Total Hours:	529	$92,238	$1,000	$17,985
																							Task Total Fee:	$111,223			
Tasks 1.5 & 1.6 - Design Development & Final Design	102	121	84	118	104	104	70	70	40	26	218	218	118	118	96	96	92	83	22	148	150	26					
																							Task Total Hours:	2,224	$379,697	$2,000	$0
																							Task Total Fee:	$381,697			
Task 2 - Permitting Services	10	6	0	0	7	0	0	0	0	0	16	12	0	0	8	0	0	0	0	0	0	7					
																							Task Total Hours:	66	$12,205	$500	$0
																							Task Total Fee:	$12,705			
Task 3 - Bidding Services	20	4	4	0	6	0	6	0	4	0	8	0	8	0	8	0	0	0	0	0	0	0					
																							Task Total Hours:	68	$13,662	$500	$0
																							Task Total Fee:	$14,162			
Totals	**183**	**157**	**103**	**139**	**134**	**121**	**89**	**83**	**51**	**31**	**315**	**303**	**148**	**140**	**144**	**128**	**108**	**92**	**29**	**174**	**172**	**43**					
																							Total Labor Hours:	2,887			
																							Total Labor Fee:	$497,802			
																							Total Expenses:	$4,000			
																							Permit Application Fees Allowance:	$4,000			
																							Total Subcontracts:	$17,985			
																							Total Fee:	**$523,787**			

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

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

Subconsultant Proposals

May 22, 2025

VIA EMAIL: Joe.margio@jacobs.com

Mr. Joe Margio, PE | Senior Project Manager
Jacobs Engineering Group, Inc.
200 S. Orange Ave., Suite 900
Orlando, Florida 32801
Cell. 321-436-1864

RE: Dyal Water Treatment Plant – Parking and Site Area – Topographic Survey
28400 State Road 520, Christmas, Florida 32709 | Parcel ID: 20-24-34-0000-00-001
Section 20, Township 24 South, Range 34 East, Orange County, Florida
SSMC Job Site Number: J058076

Dear Mr. Margio,

PROJECT STATEMENT: We are pleased to submit our ***revised*** proposal for Surveying Services on the above-referenced project. It is our understanding that Jacobs Engineering Group, Inc. requires a Topographic Survey to support the design of the Dyal Water Treatment Plant Project. The specific area is identified in the attached Exhibit "B". We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

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

1. Establish horizontal and vertical control.
    - Horizontal Control will be based on the North American Datum of 1983 (NAD83), State Plane Coordinate System, Florida East Zone.
    - Vertical Control will be based on the North American Vertical Datum of 1988 (NAVD88).
2. Locate all improvements and utilities, as evidenced by above-ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.
3. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
4. Establish a minimum of **two (2)** site benchmarks.
5. Topographic coverage will be limited to the area outlined in **yellow** on the attached **Exhibit "B."**
6. Location, top elevation, pipe size and type, and pipe invert elevations for all inlets, storm and sanitary manholes, and control structures.

DELIVERABLE
The final product will be an electronically signed and sealed survey and an AutoCAD Civil 3D file for your use.

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

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

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

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

EXPENSES AND FEES
Our fee for the above-referenced work will be as follows:

Topographic Survey:	**$ 17,985.00**

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

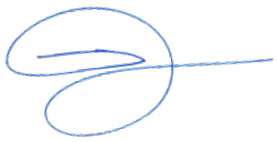
LATE FEES
Late fees will be assessed to all payments past the 30-day mark. A late fee will be in the amount of $50.00. Additional late fees will continue to accrue every 30 days past the invoice date. Reference invoice number, and please remit all payments to 6500 All American Blvd. Orlando, FL 32810.

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

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

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

Sincerely,



Tim Jaskiewicz, PSM
Survey Division Project Manager

TJ.snls

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

CLIENT AUTHORIZATION

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

Signature	Date
Printed Name	Title (if any)

EXHIBIT "A"

HOURLY RATES

Surveying and Mapping Services

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

LiDAR/UAV

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

Construction Services

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

GIS Services

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

Subsurface Utility Engineering (SUE) Services

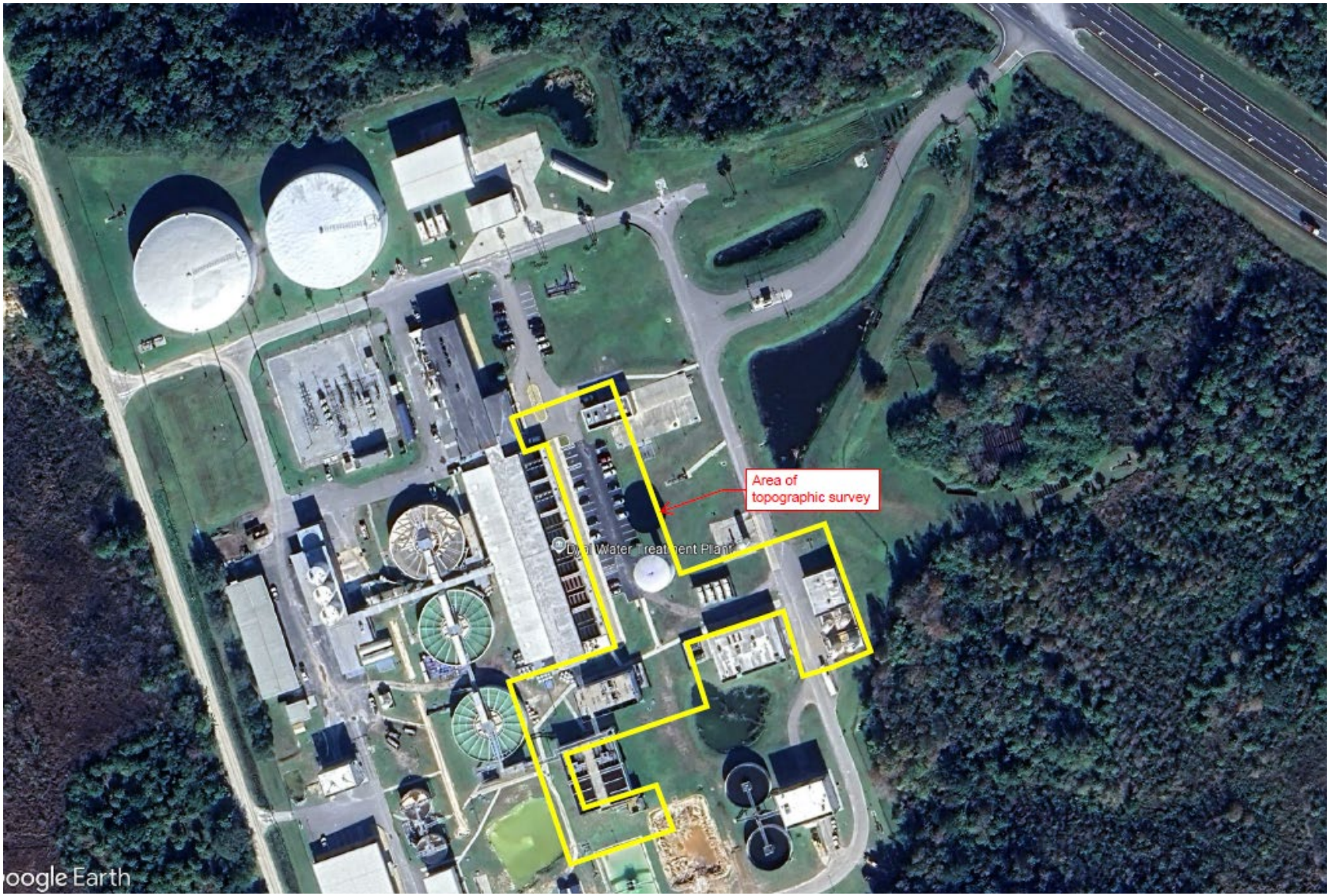
Labor Code	Category	Day	Night /Weekend
203	Project Manager	$ 177.00 / per hour	$ 265.00 / per hour
212	Senior Technician	$ 133.00 / per hour	$ 200.00 / per hour
011	Clerical	$ 79.00 / per hour	$ 118.00 / per hour
231	One-Person Crew	$ 178.00 / per hour	$ 267.00 / per hour
232	Two-Person Crew	$ 216.00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

Miscellaneous Services

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

EXHIBIT "B"

PROJECT LIMITS



GENERAL TERMS AND CONDITIONS

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

scope of services

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

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

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

Your Decisions

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

STANDARD OF CARE

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

Term of contract

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

PAYMENT

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

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

Proprietary Rights

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

TERMINATION

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

ASSIGNMENT

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

GOVERNING LAW, DISPUTES AND ATTORNEY’S FEES

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

Severability

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

Limitations on Liability

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

indemnification

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

Insurance

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

COMPLETE AGREEMENT

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

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

13. Studies related to water treatment and quality;

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

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

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

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

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

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

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

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

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

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

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

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

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

10.0 INSURANCE

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

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

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

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

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

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

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

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

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

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

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

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

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

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

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

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

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

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
FRANCOIS MENARD 10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

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

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

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to $7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

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

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

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)

Vice President	Mayor
(Title)	(Title)
07/23/2024	
Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, City Clerk

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

CITY COUNCIL AGENDA ITEM

Memo Date:	September 29, 2025
Agenda Date:	October 14, 2025
File ID:	2025-942
Prepared By:	David Veloza
Through:	John Walsh, Utilities Director
Requested Action:	Award Bid No. B-25-07-COC, Banana River Booster Station Chlorination Improvements, to L7 Construction, Inc., of Sanford, Florida, for $2,547,000. To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $254,700 (10% of the Contract Amount) for a Total Project Cost of $2,801,700; To Approve a Resolution Amending the FY26 Budget, BAF 26-007-A for $2,801,700.

BACKGROUND:

The City has taken steps to improve the distribution system's water quality, including completing a corrosion control study. One of the recommendations identified in the corrosion control study was to add an ammonium sulfate storage tank and feed system at the Banana River Booster Station. This addition of the ammonium sulfate, in combination with the existing hypochlorite system at the facility, will allow the City to increase the monochloramine residual in the area. This will aid the City by minimizing nitrification and corrosion in the distribution system and increasing the overall water quality of the distribution. Other site improvements, such as adding a new backup generator and access stairs, will increase overall reliability and safety of the site. These items were included as part of a formal solicitation: Invitation to bid (ITB) B-25-07-COC.

Bids for the ITB B-25-07-COC, Banana River Booster Station Chlorination Improvements, were opened on September 5, 2025, at 3:00 p.m. Purchasing published invitations and notifications to bid, and received four responses for this bid. Responses were received and evaluated by City Staff and Jacobs Engineering Group Inc. The responses are seen below:

Rank	Vendor	Base Bid
1	L7 Construction, Inc.	$2,547,000.00
2	Prime Construction Group, Inc.	$2,998,706.00
3	Lawrence Lee Construction Services, Inc.	$3,024,000.00
4	Razorback LLC	$3,497,000.00

After this evaluation, the apparent low bidder, who also met the bid requirements for this project, is L7 Construction Inc. The bid amount submitted by L7 Construction Inc. was $2,547,000.00. Staff is requesting that the project be awarded to the lowest bidder in accordance with the terms and conditions specified in the ITB and to approve the construction agreement.

Staff is also requesting that the City Council approve a Contingency Resolution for 10% of the construction cost for $254,700. The additional amount will be used for change orders with approval by the City Manager. Although City staff does not anticipate change orders, there is a possibility of unknown obstacles in the field that would require changes to the project budget and/or schedule. If a change order is needed, the additional amount will allow the project to continue to move forward.

The additional $254,700 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

The City budgeted $1,669,393.15 for this project in FY25 under account 424-4055-536.63-00, WS18BR. Additional budget of $1,132,307 for the project is provided by using remaining FY25 budget for project #WS1201. At the end of the fiscal year, unencumbered budget returns to fund balance, so the $1,669,393.15 and $1,132,307 that was budgeted in FY25 is being provided from fund balance and will not be included in the capital budget rollover. Total funding this project in FY26 is provided by the Budget Amendment for $2,801,700. Task Order 2026-59 and the Budget Amendment for engineering services are on agenda item number 2025-946.

Staff recommends awarding Bid No. B-25-07-COC, Banana River Booster Station Chlorination Improvements, to L7 Construction, Inc., of Sanford, Florida.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? **Yes, but insufficient**
If not budgeted, is an amendment/transfer attached? **Yes**

Source/Use of Funds

Account Number	Amount
424-0000-389.99-50	$2,801,700
424-4055-536.63-00	$2,801,700 WS18BR

Account Name
Infrastructure

Source of Funds
Fund Balance

PREVIOUS ACTION:

Approved Task Order #2024-39 with Jacobs Engineering Group, Inc. (Jacobs) for the Design, Permitting, and Bidding Services for the Banana River Tank Improvements Project (WS18BR), Approved as a Multi-Year Contract from FY2024 through FY2025.

RECOMMENDED MOTION:

Award Bid No. B-25-07-COC, Banana River Booster Station Chlorination Improvements, to L7 Construction, Inc., of Sanford, Florida, for $2,547,000. To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $254,700 (10% of the Contract Amount) for a Total Project Cost of $2,801,700; To Approve a Resolution Amending the FY26 Budget, BAF 26-007-A for $2,801,700.

CONSTRUCTION AGREEMENT
B-25-07-COC

THIS AGREEMENT is made this ____ day of _____, 2025 by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **L7 CONSTRUCTION INC.**, a for profit corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the construction of Banana River Booster Station Improvements ("the Project").

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; the Construction Drawings for City of Cocoa,Final Bid Set Specifications, ITB Documents issued by the City, dated July 25, 2025; Contractor's Bid Submittal, dated September 5, 2025 ; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement; the Punchlist prepared by the Parties following substantial completion;. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders

   b. Agreement, Exhibits and Addenda

   c. Supplemental Terms and Conditions

   d. General Terms and Conditions

   e. Engineering Plans and Drawings

   f. ITB B-25-07-COC issued by the City of Cocoa dated July 25, 2025

including any subsequently issued Addenda

g. Contractor's Bid Submittal

h. Punchlist

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. *Contract Time*. The Contract Time shall begin to run upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR shall sign the Notice to Proceed and deliver it to the Owner's Project Manager.

c. *Substantial Completion*. The Work shall be **substantially completed on or before May 31, 2026**.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

d. *Punchlist Creation and Acceptance.* No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist detailing the remaining items and estimated cost of each item required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days [(for projects costing less than or equal to $10 million) or 45 calendar days (for projects costing over $10 million)] of Substantial Completion.

OWNER shall deliver a final approved Punchlist to CONTRACTOR no more than five (5) calendar days following final approval of the Punchlist.

If the CONTRACTOR fails to coordinate with the OWNER to create the Punchlist and the OWNER has given the CONTRACTOR written notice of the failure, then the OWNER may withhold 150 percent of the estimated costs required to complete the items the OWNER intended to include in the Punchlist, without input from CONTRACTOR, and shall deliver the Punchlist within the time period in this subsection. The failure to include any corrective work or pending items not yet completed on the Punchlist does not alter the responsibility of the CONTRACTOR to complete the Work purchased under this Agreement.

e. *Final Completion.* The Work shall be finally completed, ready for Final Payment within **sixty (60)** calendar days after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.

f. The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

g. If applicable to the particular Work required under this Agreement, Float Time is allocated specifically to the Contractor's responsibility for coordination of the utility relocations as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the Float Time and also exceed the Project Schedule's Critical Path.

h. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions. If the Work requires phased construction, a Punchlist shall be created for each phase of construction, and the timeline established herein for Punchlist compliance shall be followed for each phase.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$2,712** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$2,712** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **Two Million, Five Hundred Forty-Seven Thousand Dollars ($2,547,000).** CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by

CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

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

f. 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 OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to

the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

11. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS PRIOR TO SUBSTANTIAL COMPLETION; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS; CHANGE ORDERS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents. By submitting each request for a progress payment, the CONTRACTOR certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment requested, in accordance with subcontract agreements; (3) The request is made in good faith and is a true and accurate accounting of the work performed and materials supplied; and (4) The representative signing the request for a progress payment is authorized to certify the request on behalf of the CONTRACTOR.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (_X__) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment

request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

The OWNER further hereby identifies Richie Angley, P.E. Process Mechanical Engineer, Jacobs Engineering, Attn: Richie.Angley@jacobs.com, as the agent that must approve payment requests prior to their submission to OWNER.

OWNER hereby identifies the David Veloza, Utlities Associate Engineer, City of Cocoa, Attn: dveloza@cocoafl.gov,with an additional copy to accountspayable@cocoafl.gov as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER.

By making payments OWNER does not waive claims including but not limited to:

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

b. Work that does not comply with the Contract Documents;

c. Failure of CONTRACTOR to comply with any special guarantees required by the Contract Documents.

Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The OWNER, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order. The CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the OWNER or the OWNER's agent and claims based on breach of contract or negligence, shall be a claim for an extension of the scheduled construction time.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the OWNER, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

a. By mutual acceptance of a lump sum.

b. By unit prices named in the contract or subsequently agreed upon.

c. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work, and an equitable deduction from the Contract Price will be made therefor by Change Order.

13. **FINAL PAYMENT** - OWNER shall withhold up to 5% of the Contract Price until the date of Substantial Completion in accordance with the Local Government Prompt Payment Act ("Act"). As provided in Section 6 above, within 10 calendar days of Substantial Completion, the CONTRACTOR shall create and deliver to OWNER a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion for projects with a cost of $10 million or less or within forty-five (45) calendar days of Substantial Completion for projects with a cost of over $10 million, the OWNER shall approve a finalized Punchlist. As provided above, the OWNER and CONTRACTOR shall coordinate and cooperate in the development of the final Punchlist. Within 5 calendar days of OWNER finalizing and approving the Punchlist, the OWNER shall deliver the final approved Punchlist to CONTRACTOR.

Within 20 calendar days of the delivery of the final approved Punchlist, and only upon receipt of a proper invoice or payment request from CONTRACTOR, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist, except as provided herein. Should no Punchlist be created within the thirty or forty-five day timeframe, as applicable, OWNER shall pay CONTRACTOR the remaining contract balance, including all retainage previously withheld, upon receipt of a proper invoice or payment request from CONTRACTOR, unless the Punchlist has not been created because of the failure of CONTRACTOR to cooperate with OWNER, in which case OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the OWNER.

CONTRACTOR may submit a proper invoice or payment request for the amount of retainage held to complete the Punchlist items only once all Punchlist items have been completed to the satisfaction of the OWNER. OWNER may continue to withhold the retainage if a good faith dispute exists as to whether one or more Punchlist items has been completed in accordance with the terms of this Agreement up to 150% of the total costs to complete those items in dispute.

The date of Final Completion shall be no less than 30 days following delivery of the final approved Punchlist to CONTRACTOR.

The remaining retainage amount shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment. OWNER shall make final payment to 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 CONTRACTOR has delivered to OWNER all close-out documentation.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, **David Veloza, Utilities Associate Engineer** or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and 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 CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences,

procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** 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.

c. **Furnishing of Labor, Materials, etc.** 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 the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

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

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical,

mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

g. **Punchlist.** The CONTRACTOR shall be responsible for creation of the required Punchlist(s) as provided herein. Punchlist(s) must be approved by the OWNER.

17. **ASSIGNMENT** - CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this

indemnification and defense, 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.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineer, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

22. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

a. 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 signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.

25. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The 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 CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

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

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

27. **GOVERNING LAW & VENUE** - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. The Contractor's surety is bound by this provision.

28. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS - Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

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 CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, Carie Shealy, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.

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

33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

36. **DRAFTING** - OWNER and 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.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Company Name: L7 Construction Inc.
Attn: BRETT LEFEVER
Address: 275 HUNT PARK COVE
LONGWOOD, FL 32750

Phone: 321-972-9325
Email: BLEFEVER@L7CONSTRUCTS.COM

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

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

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

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

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the 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:

a. 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.

b. 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.

c. 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.

41. **TRAFFICKING**

As a condition of this Agreement, the Engineer shall attest under penalty of perjury that the Engineer does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Engineer understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a."Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any

person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. "Labor" means that work of economic or financial value.

c. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Michael C. Blake, Mayor

Date: _____

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

CONTRACTOR

L7 CONSTRUCTION INC.

By: _____
Brett Lefever, President

Date: 9/24/25

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 24th day of SEPTEMBER, 20 25, by BRETT LEFEVER, the PRESIDENT of L7 CONSTRUCTION, INC., who is personally known to me or who produced N/A as identification and who did take an oath.

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

_____
(Notary Public Signature)

MELISSA PUGH
(Print Name)
Notary Public, State of FLORIDA
Commission No.: HH 286357
My Commission Expires: 07/12/2026

JCA Surety Group, LLC
123 Zelma Street, Suite A
Orlando, FL 32803
Tel (321) 800-6594 Fax (407) 264-8321
www.jcasurety.com

JCA
THEY BUILD IT, WE BOND IT

September 16, 2025

City of Cocoa
65 Stone Street
Cocoa, Florida 32922

RE: Authority to Date Performance and Payment Bonds and Powers of Attorney
Principal: L7 Construction, Inc.
Bond No: F328680
Project: B-25-07-COC - Banana River Booster Station Improvements

To Whom It May Concern:

Please take this letter as authorization from the surety company to date the above referenced bonds and powers of attorney the same date as the contract.

Please forward us a scanned copy once the bonds are dated.

Sincerely,

Great American Insurance Company

Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent

Send copy of bonds to: Bonds@jcasurety.com

EXHIBIT A

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	F328680
Contractor Name:	L7 Construction, Inc.
Contractor Address:	275 Hunt Park Cove Longwood FL, 32750
Contractor Phone No.:	(321) 972-9325
Surety Company:	Great American Insurance Company 301 E 4th Street Cincinnati, OH 45202 (513) 369-5000
Surety Agent:	Jessie Sloan
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$ 2,547,000.00 - Two Million Five Hundred Forty-Seven Thousand Dollars and 00/100
Bond Amount:	$ 2,547,000.00 - Two Million Five Hundred Forty-Seven Thousand Dollars and 00/100
Contract No. (if applicable):	B-25-07-COC
Description of Work:	Banana River Booster Station Improvements
Project Address:	1950 East Merritt Island Causeway, Merritt Island, FL 32953
Legal Description:	1950 East Merritt Island Causeway, Merritt Island, FL 32953
Bid Number:	B-25-07-COC

Bond No.: F328680

BY THIS BOND, we L7 Construction, Inc. as Principal

and Great American Insurance Company a Corporation as Surety,

are bound to City of Cocoa, herein called Owner, in the sum

of $ 2,547,000.00 - Two Million Five Hundred Forty-Seven Thousand Dollars and 00/100, 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 contract dated _____, 20_____, between Principal and Owner for construction of Banana River Booster Station Improvements as specified for the 1950 East Merritt Island Causeway, Merritt Island, FL 32953 location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; 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 if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, 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 section 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 24th day of SEPTEMBER 2025.

CONTRACTOR AS PRINCIPAL

Company:

L7 Construction, Inc.

(Corporate Seal)

Signature

Title Brett Lefever, President

SURETY

Company:

Great American Insurance Company

(Corporate Seal)

Signature

Jessie Sloan, Attorney-In-Fact &
Title Florida Licensed Resident Agent

Inquiries: (321) 800-6594

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE	ALL OF	ALL
JESSIE SLOAN	ORLANDO, FLORIDA	$100,000,000
HALLIE MARTIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY , 2025 .

Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of , .

Assistant Secretary

S1029AJ (04/25)

EXHIBIT B

ITB B-25-07-COC
(dated July 25, 2025)

EXHIBIT C

L7 Construction Inc. Submittal
(dated September 5, 2025)

	Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-25-07-COC
	INVITATION TO BID (ITB)	Due Date: 09/03/2025

TITLE: Banana River Booster Station Chloramination Improvements

RESPONSE COVER PAGE

COMPANY NAME	L7 Construction, Inc.
ADDRESS	275 Hunt Park Cove Longwood, FL 32750
PRIMARY CONTACT	Brett Lefever, President
TELEPHONE #	321-972-9325
EMAIL ADDRESS	BLefever@L7Constructs.com

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
✓	Original Submittal Package bound with binder clip
✓	Attended Pre-Bid (if Mandatory)
✓	Cover Letter (if applicable)
✓	Attachment "A" Submittal Acknowledgement
✓	Attachment "B" Addendum Acknowledgement
✓	Attachment "C" Insurance Requirements
✓	Attachment "D" Bid Security Bond (if required)
✓	Attachment "E" Bid Price Schedule
✓	Attachment "F" Trench Safety (if required)
✓	Attachment "G" Certificate of Non-Segregated Facilities
✓	Attachment "H" Drug-Free Workplace
✓	Attachment "I" Conflict of Interest and Non-Collusion
✓	Attachment "J" Organizational Info
✓	Attachment "K" Subcontractor Participation
✓	Attachment "L" References
✓	Attachment "M" Truth-in-Negotiations
✓	Attachment "N" Solicitation Label affixed to envelope
✓	Attachment "O" Scrutinized Companies
✓	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
✓	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
✓	Attachment "R" Human Trafficking Affidavit
✓	Proof of Florida Registration (if required)
✓	Professional License(s) (if required)
✓	W9
✓	Proof of Insurance
✓	USB drive with electronic copy of submittal

L7 Construction, Inc.
275 Hunt Park Cove
Longwood, FL 32750
BLefever@L7constructs.com
321-972-9325

Cover Letter

Dear City of Cocoa Purchasing Division,

On behalf of **L7 Construction, Inc.**, We are pleased to submit our proposal for your upcoming project. Since our founding in 2007 by Brett Lefever, we have proudly served cities and municipalities throughout Central Florida with a specialized focus on the water and wastewater industry.

At L7 Construction, our mission is to deliver a superior project every time. From improving existing water systems to constructing new, state-of-the-art water and wastewater treatment facilities, we approach each project with the highest level of expertise, precision, and dedication.

We provide a full range of services, including general contracting, pre-construction, design-build, and construction management, allowing us to support our clients with a streamlined and collaborative approach. Our work is rooted in quality and care, and it is always our goal to **exceed expectations** for our customers and the communities they serve.

We would be honored to partner with the City of Cocoa on this important initiative. Our team is confident that our proven experience and commitment to excellence will ensure a successful project that benefits your residents for years to come.

Thank you for considering **L7 Construction, Inc.** as your trusted contractor. We look forward to the opportunity to work with the City of Cocoa and welcome the chance to discuss our proposal further.

Sincerely,
Brett Lefever
President
L7 Construction, Inc.

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "A"

Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

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

Company Name: L7 Construction, Inc. **FEIN:** 26-0210469

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — 8/27/25

Authorized Signature **Date**

Brett Lefever — President

Name **Title**

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8/27/25 (date) by BRETT LEFEVER (name of officer or agent, title of officer or agent) of L7 CONSTRUCTION, INC. (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal] Notary Public

MELISSA PUGH
Name typed, printed, or stamped
My Commission Expires: 07/12/2026

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "B"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Dated: 7/29/2025

Addendum No. 2 Dated: 8/27/25

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — 8/27/25

Authorized Signature **Date**

Brett Lefever — President

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "C"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Brett Lefever
AFFIANT SIGNATURE

Brett Lefever
Typed Name of AFFIANT

President
Title

The foregoing instrument was executed before me this 27th day of AUGUST, 2025, by BRETT LEFEVER as PRESIDENT of LT CONSTRUCTION, INC., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES: 07/12/2026

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "D"-Used
Bid Security Bond

BOND NO: 090325BidBond

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned L7 Construction, Inc.

as Principal, and, Great American Insurance Company as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa B-25-07-COC titled Banana River Booster Station Chloramination Improvements for a period of (180) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this 3rd day of September, 2025

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: L7 Construction, Inc. (Affix Contractor's Corporate Seal Above)

Mailing Address: 275 Hunt Park Cove Longwood FL, 32750

Telephone Number: (321) 972-9325 Fax Number: _____ E-mail Address: blefever@l7constructs.com

Authorized Signatory	Printed Name	Title	Date
Brett Lefever	Brett Lefever	President	09/03/2025

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

STATE OF Florida

COUNTY OF Orange

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Jessie Sloan, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF Florida, TO REPRESENT Great American Insurance Company OF Cincinnati, Ohio,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF Florida (THE "SURETY").

SAID Jessie Sloan FURTHER CERTIFIES THAT AS AGENT FOR THE SAID Great American Insurance Company THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF Great American Insurance Company, TO THE CITY OF COCOA COVERING B-25-07-COC titled Banana River Booster Station Chloramination Improvements IN COCOA, FLORIDA.

NOTARY PUBLIC Kasandra Titus

STATE OF Florida

MY COMMISSION EXPIRES: 07/11/2029

Notary Public State of Florida
Kasandra Titus
My Commission HH 696912
Expires 7/11/2029

Surety Name: Great American Insurance Company (Affix Surety's Corporate Seal Above)

Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number
	Jessie Sloan		Jessie Sloan	W784215

Surety Mailing Address: 301 E 4th Street, Cincinnati, OH 45202

Agent Mailing Address: 123 Zelma Street, Suite A, Orlando, FL 32803

Telephone Number: (513) 369-5000

Telephone Number: (321) 800-6594

Fax Number:

Fax Number: (407) 264-8321

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JORGE BRACAMONTE	ALL OF	ALL
JESSIE SLOAN	ORLANDO, FLORIDA	$100,000,000
HALLIE MARTIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY , 2025 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 3rd day of September , 2025 .

Assistant Secretary

S1029AJ (04/25)

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT. Award of this contract will be based on the Total Lump Sum Price.** The Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents

Banana River Booster Station Chloramination Improvements as per plans and specifications:

TOTAL BASE BID	$ 2,547,000.00

TWO MILLION FIVE HUNDRED FORTY SEVEN THOUSAND Dollars
(Grand Total Written in words)

Brett Lefever

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

(Attachment E Continued)

The price submitted constitutes full and complete compensation for all work described in the Invitation to Bid (ITB), including any and all associated costs, taxes, and fees. This price is valid for a period of ninety (90) days from the due date for submission of bids, without change or withdrawal.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

FEIN: 26-0210469

The undersigned is duly authorized on behalf of the Company to submit this bid and enter into a contract in accordance with the terms and conditions of this ITB.

Brett Lefever — **Authorized Signature**

8/27/25 — **Date**

Brett Lefever — **Name**

President — **Title**

STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 27th day of AUGUST, 2025, by BRETT LEFEVER as PRESIDENT of L7 CONSTRUCTION, INC., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES: 07/12/2026

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "F" (if required)
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.	TRENCH BOX	LF	100	$100	$10,000
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — 8/21/2025

Authorized Signature **Date**

Brett Lefever — President

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — 8/21/2025

Authorized Signature **Date**

Brett Lefever — President

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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Attachment "H"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Brett Lefever

AFFIANT SIGNATURE

Brett Lefever

Typed Name of AFFIANT

President

Title

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 27th day of AUGUST, 2025, by BRETT LEFEVER as PRESIDENT of LT CONSTRUCTION, INC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

NOTARY PUBLIC, State of FLORIDA

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Attachment "I"
Conflict of Interest and Non-Collusion Statement

TITLE: Banana River Booster Station Chloramination Improvements

A. This sworn statement is submitted by L7 Construction, Inc. whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 275 Hunt Park Cv Longwood of the individual signing this sworn statement: 26-0210469.

My name is Brett Lefever and my relationship to the above entity is President.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-25-07-COC for Contractor Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Brett Lefever

AUTHORIZED SIGNATURE

Brett Lefever

Typed Name of AUTHORIZED SIGNATORY

President

Title

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 27th day of AUGUST, 2025, by BRETT LEFEVER as PRESIDENT of LT CONSTRUCTION, INC., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

NOTARY PUBLIC, State of FLORIDA

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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Attachment "J"
Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation	Florida				
Principal Place of Business (Enter Address)	275 Hunt Park Cove Longwood, FL 32750				
Federal I.D Number	26-0210469				

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — 08/21/2025

Authorized Signature **Date**

Brett Lefever — President

Name **Title**

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date: 09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
65-0344348	CC Control Corp. 561-293-3975 5760 Corporate Way LGarcia@ccControlCorp.com Suite 100 West Palm Beach, FL 33407	I & C	~ 9% ~ $260,000
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever
Authorized Signature

08/21/2025
Date

Brett Lefever
Name

President
Title

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	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date: 09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
20-0519862	A Electric Co. of Flagler 4007 Butternut Ave. Bunnell, FL 32110-5228 386-341-1692 Rich4Oil@att.net	Electrical	~ 14% ~ $375,000
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever
Authorized Signature

08/21/2025
Date

Brett Lefever
Name

President
Title

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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TITLE: Banana River Booster Station Chloramination Improvements

Attachment "L"
References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:

Project Name:
23-030 Country Club WTP Chemical Injection

Type of Project/Service: The Project consisted of removing and replacing underground post-chlorine chemical injection assembly located on the suction line ahead of high service pumps (HSPs) at Country Club Water Treatment Plant (CCWTP). The new chemical injection assembly was raised above ground.

The existing chemical injection assembly vault will be removed, and existing chemical injection quills will be salvaged. The chemical injection area was enclosed in the containment conrete pad with curbing painted yellow. The ground around the assembly was covered with landscape stone to match the existing conditions. The general components of the new aboveground assembly are: new pipe, fittings, chemical injections, and appurtenances.

Address: 299 Silk Bay Place Longwood, FL 32750				
Contracting Agency/Client: Seminole County Environmental Services				
Contact Name and Phone #: Tony Durrum 407-665-7123				
Contact Email Address and Fax #: tdurrum@seminolecountyfl.gov				
Contract Amount: $264,327.00	Start Date:	8/28/2023	End Date:	7/20/2025

Project #2:

Project Name:
23-032 Osprey WRF Screen Replacement

Type of Project/Service:

Demo existing headworks equipment. Installed new Ovivo drum screen, washer and compactor, and booster pump. Installed associated piping with new screen equipment. Coat channels. Install misc. metals. Clean out existing A/O tanks and BNR tanks.

Address: 1105 Buffalo Rd. Titusville, Fl 32796				
Contracting Agency/Client: City of Titusville				
Contact Name and Phone #: Ashleigh Smith 321-567-3869				
Contact Email Address and Fax #: ashleigh.smith@titusville.com				
Contract Amount: $1,785,900.00	Start Date:	1/24/24	End Date:	1/24/25

Project #3:

Project Name:
23-020 Gravity Thickeners Rehabilitation

Type of Project/Service: Scope of project included the removal and replacement of two 55' diameter gravity thickeners, manufactured by Westech. Included in Westech's scope was the 16" SIP from the influent well to the flange at the tank walls for each tank. The gravity thickener equipment came primed and was coated upon arrival. The 2 thickener drive access walkways were removed and reused. The 2 new flla protection systems were installed for each gravity thickener. Also included in the scope was the one (1) 16" SIP from the flange inside the tank to the splitter box, one (1) 10" overflow piping, and one (1) knife gate valve, these were provided for each gravity thickener. Electrical work included in the scop was the installation of two (2) new safety switches, and all conduit and wiring associated. City also agreed to add center platforms to scope (reflected in the first change order).

Address: 950 Keller Rd Altamonte Springs, FL 32714				
Contracting Agency/Client: City of Altamonte Springs				
Contact Name and Phone #: Jahran Nesbitt 614-735-0682				
Contact Email Address and Fax #: Jnesbitt@altamonte.org				
Contract Amount: $1,282,811.58	Start Date:	7/19/23	End Date:	4/1/25

TITLE: Banana River Booster Station Chloramination Improvements

Project #4:

Project Name:

22-039 Sunburst Ln WTP Improvements

Type of Project/Service:

Construction of a new 3.0 MG ground storage tank, two well houses including well pumps, an emergency generator, and associated piping/electrical. Includes a deductive change order for the ODP of the pipe, well pumps, and generator. Includes a deductive change order for ODP for the pipe, well pumps, and generator.Additional change orders were approved for the transformer that was added at the generator, effluent pipe for the new ground storage tank elevation, drain pipe, floor drain, and more.

Address: 2799 Sunburst Lane Clermont, FL 34711				
Contracting Agency/Client: City of Clermont				
Contact Name and Phone #: Mark Griffin 352-241-0178				
Contact Email Address and Fax #: mgriffin@clermontfl.org				
Contract Amount: $6,946,700.00	Start Date:	2/16/23	End Date:	4/6/25

Project #5:

Project Name:

21-018 Brevard Sykes Creek WWTP Headworks

Type of Project/Service:

Demolish existing WWTF headworks, including removal of existing equipment, pipe, metals, and concrete. Temporary bypass installed to divert influent flow during the headworks demolition. Temp bypass to be removed once the new headworks structure is put into service. Included excavation and dewatering for the new headworks structure. The new headworks was formed and poured with handset forms. Included new pipe, valves, barscreens, grit, equipment, slide gates, coatings, handrail, grating and stairs. Project also included 24x24" wet tap and a 24" line stop on existing influent. Electrical and instrumentation and controls modifications were done at headworks. Relocation of existing 12" ductile forcemain. 4 enclosures from the existing electrical building relocated. Included removal of approx 182,00 gallons of sludge from oxidation tank #2. Removal of 16" MJ sleeve. etc.

Address: 3630 North Courtenay Pkwy Merrit Island, FL 32953				
Contracting Agency/Client: Brevard County				
Contact Name and Phone #: Brevard County Mike Davis Mike.Davis@brevardfl.gov 321-633-2089 ext. 52817				
Contact Email Address and Fax #:				
Contract Amount: $4,562,700.00	Start Date:	8/16/21	End Date:	11/30/23

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "M"

Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — 8/27/25

Authorized Signature **Date**

Brett Lefever — President

Name **Title**

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 27th day of AUGUST, 2025, by BRETT LEFEVER as PRESIDENT of L7 CONSTRUCTION, INC., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

NOTARY PUBLIC, State of FLORIDA

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Company Name: L7 Construction, Inc.

Address: 275 Hunt Park Cove Longwood, FL 32750

Telephone: 321-972-9325 **Email:** BLefever@L7Constructs.com

Brett Lefever — 08/21/25

Authorized Signature **Date**

Brett Lefever — President

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that L7 Construction, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of L7 Construction, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Brett Lefever
Date: 8/27/25

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this Aug. 27th, 2025 (date) by BRETT LEFEVER (name of officer or agent, title of officer or agent) of L7 CONSTRUCTION (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal] Notary Public
MELISSA PUGH
Name typed, printed, or stamped
My Commission Expires: 07/12/2026

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

E-Verify

Brett Lefever

Dashboard

User Profile

Edit

Name	Email Address	Phone Number
Brett Lefever	blefever@l7constructs.com	(321) 972-9325

1 Linked User Account

Manage and access your linked user accounts. Have additional user accounts? Use the 'Link User Account' button to link an existing user account to your user profile.

+ Link User Account

User ID	Status	User Role	Company	Actions
[redacted]	ACTIVE	Program Administrator	L7 Construction, Inc.	Access

Rows Per Page 10

1

Company ID Number: 777472

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	L7 Construction, Inc.
Company Facility Address	275 Hunt Park Cove Longwood, FL 32750
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	260210469
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Attachment "Q"-Not Used

Federally Required Contract Clauses
for FEMA Grantees and Subgrantees

~~**1. *Equal Employment Opportunity***~~

~~During the performance of this contract, the contractor agrees as follows:~~

~~(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:~~

~~Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.~~

~~(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.~~

~~(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.~~

~~(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

~~(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~

~~(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~

~~(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of~~

~~September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.~~

~~(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:~~

~~*Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.~~

~~The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.~~

~~The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.~~

~~The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.~~

~~**2. *Compliance with the Davis-Bacon Act***~~

~~The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.~~

~~**3. *Compliance with the Copeland "Anti-Kickback" Act***~~

~~a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.~~

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

5. Rights to Inventions Made Under a Contract or Agreement Not Applicable

Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant

to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place

~~in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.~~

~~**10. PROCUREMENT OF RECOVERED MATERIALS**~~

~~a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—~~

~~i. Competitively within a timeframe providing for compliance with the contract performance schedule;~~

~~ii. Meeting contract performance requirements; or~~

~~iii. At a reasonable price.~~

~~b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.~~

~~c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.~~

~~**11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**~~

~~a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—~~

~~b. Prohibitions.~~

~~i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.~~

~~ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:~~

~~1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component~~

of any system, or as critical technology as part of any system; or

4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are *not used* as a substantial or essential component of any system; *and*

b. Are *not used* as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

~~12. DOMESTIC PREFERENCES FOR PROCUREMENTS~~

~~a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:~~

~~i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.~~

~~ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.~~

~~iii.~~

~~13. Access to Records~~

~~The following access to records requirements apply to this contract:~~

~~(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.~~

~~(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.~~

~~(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.~~

~~14. *DHS Seal, Logo, and Flags*~~

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

~~15. *Compliance with Federal Law, Regulations, and Executive Orders*~~

~~This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.~~

~~16. *No Obligation by Federal Government*~~

~~The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.~~

~~17. *Program Fraud and False or Fraudulent Statements or Related Acts*~~

~~The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of~~

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. *Copyright and Data Rights* – ***Not applicable***

The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this

~~contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory of the firm, understand and agree to all the applicable federal terms and provisions provided herein.~~

~~**Company Name:**~~ _____

~~**Address:**~~ _____

~~**Telephone:**~~ _____ ~~**Email:**~~ _____

_____ _____

~~**Authorized Signature**~~ ~~**Date**~~

_____ _____

~~**Name**~~ ~~**Title**~~

Type text here

ATTACHMENT "R"

Human Trafficking Affidavit

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein
2. I currently serve as President (Role) of L7 Construction, Inc. (Company).

3. L7 Construction, Inc. (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Brett Lefever, President (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

L7 Construction, Inc.
NAME OF BUSINESS ENTITY

SIGNATURE

Brett Lefever, President
TYPE NAME AND TITLE

Brett Lefever, Preside

COCOA
FLORIDA

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

July 29, 2025

Addendum 1
To the Contract Documents and Specifications:
ITB # B-25-07-COC
Banana River Booster Station Chloramination Improvements

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following corrections:

1. Section 1.01 DESCRIPTION OF WORK, paragraph 2

   The existing test:

   "All work shall be constructed according to the Construction Drawings and Specifications provided in Exhibit A, the contract Documents for the Construction of the Banana River Chloramination Improvements and are made part of the contract by reference"

   is replaced with:

   to "All work shall be constructed according to the Construction Drawings and Specifications provided in Exhibit A, Exhibit B and the contract Documents for the Construction of the Banana River Chloramination Improvements and are made part of the contract by reference".

2. Section1.04 SOLICITATION SCHEDULE

   The "Non-Mandatory Pre-Bid Conference" listing in the solicitation schedule is hereby revised to **"Mandatory Pre-Bid Conference."**

B. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

Brian Dale, Purchasing Manger
City of Cocoa

COCOA
FLORIDA

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

August 27, 2025

Addendum 2
To the Contract Documents and Specifications:
ITB # B-25-07-COC
Banana River Booster Station Chloramination Improvements

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. Revise Specification Section 01 31 13 Paragraph 1.02 B 3 as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

3. Coordinate and deliver to Engineer's office hardware and standard software components as specified for PICS. Contractor shall provide components required to Engineer's office a minimum of four (4) weeks prior to commencement of ORT2 and PAT.

2. Revise Specification Section 01 31 13 Paragraph 1.04 A as follows by removing text shown in ~~strikethrough~~ and adding text shown in underline:

A. Include the following work sequences and constraints in the Progress Schedule:
   1. The Banana River Booster Station (BRBS) operates daily to supply water to a portion of the City of Cocoa distribution system. Each day, the operation of the BRBS cycles between filling the ground storage tanks from the distribution system; and pumping water stored in the ground storage tanks into the distribution system.
   2. The entire BRBS may be taken offline continuously between January 1, 2026 through ~~April 30~~May 31, 2026 to perform the Work. Work not

State of Florida
Department of State

I certify from the records of this office that L7 CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on May 18, 2007, effective May 18, 2007.

The document number of this corporation is P07000059933.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 30, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of January, 2025

Secretary of State

Tracking Number: 4841218147CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

BUSINESS TAX RECEIPT

CITY OF LONGWOOD
174 W CHURCH AVE
LONGWOOD, FL 32750

2024-2025

Phone: 407-260-3442
http://www.longwoodfl.org

Receipt #: 22-01632 **Issued Date:** 07/31/2024
Effective Date: 10/01/2024 **Expiration Date:** 09/30/2025
License Type: CONTRACTOR (STATE LICENSED)

Business Name: L7 CONSTRUCTION, INC.
Business Location: 275 HUNT PARK CV

LEFEVER, BRETT
275 HUNT PARK CV

LONGWOOD, FL 32750

CITY OF LONGWOOD, FLORIDA IN SEMINOLE COUNTY
SEAL

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS LOCATION.

L7 CONSTRUCTION, INC.
275 HUNT PARK CV

LONGWOOD, FL 32750

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEFEVER, BRETT MICHAEL

L7 CONSTRUCTION INC
275 HUNT PARK COVE
LONGWOOD FL 32750

LICENSE NUMBER: CGC1514056

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/01/2024

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.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

L7 Construction, Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

275 Hunt Park Cove

6 City, state, and ZIP code

Longwood, FL 32750

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	0	2	1	0	4	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 1/2/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2025

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

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

PRODUCER LRA Insurance P.O. Box 948173 Maitland FL 32794	CONTACT NAME: Reina Gonzalez PHONE (A/C, No, Ext): (407) 838-3445 FAX (A/C, No): (407) 838-3460 E-MAIL ADDRESS: rgonzalez@lrainsurance.com
INSURED L7 Construction, Inc. 275 Hunt Park Cove Longwood FL 32750	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Scottsdale Ins. Co. — 41297 INSURER B: Auto Owners Insurance Co. — 18988 INSURER C: Bridgefield Casualty Ins Co — 10335 INSURER D: Colony Insurance Co. — 39993 INSURER E: — INSURER F: —

COVERAGES **CERTIFICATE NUMBER:** 25/26 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC	X	Y	VRS0008280	7/11/2025	7/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
	X OTHER: Cyber Liability			C-4LWN-098567-CYBER- 2025	7/11/2025	7/11/2026	Aggregate	$	$1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	X	Y	53-938986-00	7/11/2025	7/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ $ $ $ $	1,000,000 10,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	Y	VES0005109	7/11/2025	7/11/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	830-48507	7/11/2025	7/11/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
A	Pollution Liability			VRS0008280	7/11/2025	7/11/2026	Each Occurence/Aggregate		$1MIL/$2MIL
D	Excess Liability/ Over $5M XS			EXO4286437	7/11/2025	7/11/2026	Each Occurence/Aggregate		$4MIL/$4MIL

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

Certificate holder is included as additional insured with respects to the General Liability coverage where required by written contract. Waiver of Subrogation is included in favor of the certificate holder with regards to the Workers Compensation & General Liability coverage.

CERTIFICATE HOLDER

City of Cocoa
c/o Administrative Services Director
65 Stone Street
Cocoa, FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

M Showalter/JBRADY

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RESOLUTION NO. 2025-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE BANANA RIVER BOOSTER STATION CHLORINATION IMPROVEMENTS/PROJECT WS18BR IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE TEN PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on October 14, 2025, the City Council authorized the City Manager to proceed with the Banana River Booster Station Chlorination Improvements/project WS18BR, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Banana River Booster Station Chlorination Improvements/project WS18BR, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $2,801,700 budgeted by the City Council for the project inclusive of the Ten Percent contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on October 14, 2025.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

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

NOTIFICATION OF INTENT TO AWARD

City of Cocoa Department and Division		
Department: Utilities	*Division:* Engineering	*Project #:* WS18BR
Solicitation Details		
Bid / RFP / RFQ #: B-25-07-COC	*Title:* Banana River Booster Station Improvements	
Vendor Information		
Awarded To: L7 Construction Inc.		*Contract Amount:* $2,547,000
Description of Work: Addition of an ammonium sulfate storage and feed system to the Banana River Booster Station as well as the replacement of the emergency power generator, the addition of a mixing system in the finished water storage tank, and replacement of the tank ladders with stairs.		
City of Cocoa Finance Department Approval		
Purchasing Manager: Brian Dale	*Date Issued:* September 10, 2025	*Signature:* Brian Dale Digitally signed by Brian Dale Date: 2025.09.10 15:41:52 -04'00'

Disclaimer: This Notice of Intent to Award is subject to and contingent upon successful negotiation of a written contract with the City, containing such terms as the City Council or City Manager determine are in the best interest of the City, and execution of such written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Jacobs

City of Cocoa

Task Order 2026-59

Banana River Booster Station Chloramination Improvements - Services During Construction

Objective and Background

Under this Task Order, Jacobs Engineering Group Inc. (Jacobs) will provide engineering services during construction of the Banana River Booster Station Chloramination Improvements project. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020 and Second Amendment on July 23, 2024.

Scope of Work

Task 1 – Services During Construction

Jacobs will provide engineering services to support the City during the construction phase of the Banana River Booster Station Chloramination Improvements project as described in the subtasks below. Level of effort estimates for this task assume a 12-month construction project (including pre-construction activities) and 18 weeks of onsite construction activities.

Task 1.1 – Construction Observation and Coordination Support Services

Jacobs will perform field observations to review the progress and quality of the work for the purposes of determining general conformance to the design requirements of the construction contract and regulatory permits. Jacobs will provide the City with site visit reports that will include a written report and photographs of observed progress. Jacobs will maintain and log regular communications with the Contractor during the construction. Jacobs will not communicate directly with the Contractor's subcontractors.

Jacobs will provide onsite construction observation services for two days per week for the duration of the construction activities, which is assumed to be 18 weeks. Jacobs's observations shall not relieve the Contractor from the responsibility for performing the work in accordance with the contract for construction, and Jacobs shall not assume liability in any respect for the construction of the project. Jacobs shall not be responsible for the health or safety precautions of the Contractor or any other persons at the site except Jacobs's own personnel.

Jacobs will lead the project preconstruction meeting and construction progress meetings and will prepare meeting agendas and summaries for each meeting. It is assumed there will be progress meetings once per month prior to onsite construction activities, and once every two

weeks during active onsite construction activities. It is assumed there will be a total of 18, one-hour meetings for the duration of the contract.

Jacobs will review the contractor's applications for payment and compare them with the actual progress of work. Jacobs will review Contractor's progress schedule and progress photos with each application for payment. It is assumed there will be twelve applications for payment.

Task 1.1 Deliverables

- Construction site visit reports
- Preconstruction meeting agenda and summary
- Construction progress meeting agendas and summaries

Task 1.2 – Submittal Review

Jacobs will review and provide responses to the Contractor's submittals for general conformance with the design documents and general compliance with the requirements of the contract for construction. Jacobs will log and track all submittals. It is assumed there will be 42 submittals and 42 resubmittals for a total of 84 submittal reviews.

Task 1.2 Deliverables

- Submittal review responses

Task 1.3 – Contractor Clarifications and Changes

When requested, Jacobs will review the Contractor's Requests for Information (RFIs) or clarification of the contract for construction. Jacobs will coordinate such review with the City and issue responses to the request. It is assumed there will be no more than 8 responses to RFIs by Jacobs.

When requested, Jacobs will review Contractor-requested changes to the contract for construction. Jacobs will make recommendations to the City regarding the technical acceptability of the Contractor's request. It is assumed there will be no more than 3 Contractor-requested changes to the contract.

Jacobs will maintain a RFI and Change Order log for the project.

Task 1.3 Deliverables

- Responses to RFI's from the contractor, if any
- Responses to contractor requested changes, if any

Task 1.4 – Project Closeout and Record Drawings

Jacobs will attend a substantial completion walkthrough and final completion walkthrough with the contractor and the City. Jacobs will prepare a punch list of items requiring completion or correction for the contractor based on the substantial completion walkthrough. Jacobs will review punch list items for completion or correction at the final completion walkthrough and will make recommendations to the City regarding acceptance of the work.

Jacobs will revise the design drawings to reflect available record information provided by the contractor in the form of drawing markups. Jacobs will prepare and submit record drawings to the City.

Jacobs will submit final project documentation to the City including the submittals, RFIs and associated logs.

Task 1.4 Deliverables

- Punchlist and Final approval
- Submittal and RFI Log
- Record drawings.
- Approved shop drawings and all RFIs

Task 2 – Permitting Services

Jacobs will support the contractor in obtaining the Brevard County Building Department permit, by supplying conformed documents and answering a maximum of three RFIs from the building department. If necessary, drawing revisions will be made to address Building Department review comments.

At the completion of the project, Jacobs will coordinate the FDEP permit closeout and prepare the required certifications. This includes collecting and reviewing the necessary documentation to prepare Form 62-555.900, as well as completing any other requirements described in the FDEP construction permit (Permit Number 0124889-1206-WC). To allow partial start-up and calibrating of the equipment, Jacobs will submit for a partial clearance prior to final clearance. After the project is 100% complete and fully operational, Jacobs will prepare the final certification and clearance and submit to FDEP.

Task 2 Deliverables

Partial permit clearance application.

Final permit clearance application and complete for 62-555.900.

Task 3 – SCADA Integration and Programming

Jacobs will provide the design of the controls for the Banana River Booster Station Chloramination Improvements project, as the Automation Solution Provided (ASP). As a subcontractor to the Contractor, the Process Instrumentation and Control Subsystem (PICS) Supplier is responsible for the hardware and communication protocols connecting the new control panels to the plant SCADA and to all of the components noted in the construction contract. Jacobs will coordinate with the City and the PICS Supplier to develop the project control narratives, startup sequence, PLC code and Human Machine Interface (HMI) screens. The data will be packed and arranged in accordance with 40 90 01 Control System Configuration Standards.

This scope of work includes configuration of PLCs, HMI, OIT, Historian, PLC process logic configuration, HMI graphic linking and object animation, alarm configuration, trend configuration, HMI/PLC driver configuration, system testing, training, and commissioning of a complete system for the unit process areas as defined in this scope. The proposed services are described in detail in the following subtask descriptions.

The supplier brands are assumed to be Siemens 1500 series for PLCs, as specified in Section 40 90 00 of the bid documents, and Aveva Wonderware version 2023R2 for the HMI and Historian software to match the City's existing hardware and software.

Task 3.1 – SCADA Engineering

Jacobs will refine and further develop some components of the engineering design including the PLC Input/Output (I/O) list, the control strategy narratives, the sequence plan, and the IP address list as described below. Jacobs will coordinate a meeting with the City to review and finalize these items. A meeting agenda and summary will be provided to the City.

PLC I/O List

The instrumentation drawings provide documentation of linking data between PLC, field devices, and HMI. The ASP will develop the PLC I/O list based upon the instrumentation drawings and information provided as part of the panel drawings. An initial I/O list was developed under the hardware design project as a starting point. This task will continue the development and refinement of the PLC I/O list to include additional detail required for programming. Refinement of the I/O list includes validating the I/O list against actual PLC configuration to verify rack/slot/point basic configuration matches, verification against available wiring diagrams to identify I/O location discrepancies, and verification against available P&IDs to add design equipment tag identifiers.

Control Strategy Narratives

The software development team will use the control strategies developed during the design phase of work as the basis for software configuration. Additional detail will be developed as

required for programming. One meeting will be held with the City to review the control strategy prior to beginning software configuration.

Sequence Plan

Create the sequence plan to include software sequencing constraints and additional input from operations staff.

IP Address List

Refine the IP Address list to include software related changes. IP address list will be specific to only IP addresses required for this project.

Task 3.1 Deliverables:

- Updated PLC I/O list
- Updated control narratives
- Updated startup sequence plan
- Updated IP address list

Task 3.2 – Application Software Development

Jacobs will provide programming and configuration services as described below. The City will provide Jacobs a PLC processor for use in PLC programming prior to the start of code development. Existing City SCADA standards for PLC/HMI/Historian/tag standards will be used as the basis for software development.

PLC Programming

PLC programming scope includes the automation for all plant processes as defined in the control narratives. PLC logic and sequencing will be configured based on the latest version of the control system narrative document and the latest version of the I/O list at the time this contract is issued.

ASP will:

- Identify location (e.g. specific PLC) for control and calculation functions.
- Configure PLC-to-PLC data communication.
- Configure PLC – HMI data communications.
- Define PLC programming formats and configuration blocks.
- Assign objects to physical devices.
- Configure PLC alarm management.
- Configure PLC analog scaling.

- Configure automation logic based on control narratives.
- Define sequential logic and analog control requirements for special control strategies executed in the PLC.
- Define and configure virtual points required for HMI monitoring and control functions.
- Generate object and PLC programs for each PLC.
- Develop the PLC functional software requirements and define analog control loop tuning parameters.
- Configure PLC totalization calculations for current day and previous day totals for data that is typically used in reporting.
- Document programs.
- Spare or future equipment will not be configured.

HMI Programming

HMI programming will be performed based on the approved draft graphics, control narratives, and I/O list. HMI graphics and control faceplates will include, editing current Banana River Booster Station HMI graphic to reflect changes from the control narratives and support all new objects created by PLC programming. Additional control faceplates will be programmed to support new controls.

Jacobs will develop draft graphics for City review and approval. The draft graphics will be updated based on City provided comments and the design concept will be frozen. The final graphics will be linked to the appropriate objects in the PLCs. Specific information that is required to support the auto controls (sequences, setpoints, lead/lag selections) will be added. The following tasks will be completed:

- Develop draft and final graphics.
- Configure graphic animation and database.
- Link equipment displays to appropriate popups.
- Develop new graphics to support automation controls and sequences.
- Configure additional alarm parameters to support modifications.

Historical Data Configuration

Historical data consists of data that is required for trending of analog values to analyze process performance and selected critical digital data. Jacobs will configure the new HMI objects to historize as defined in the HMI standards.

OIT Configuration Services

Jacobs will program and configure the OIT for the Banana River Booster Station. Including all objects and controls for the station. Existing and new objects will be included in this scope for the OIT programming. Jacobs will provide draft graphics for City review similar to the AVEVA HMI graphics. Once these graphics have been approved by the City, they will be "locked in" and only minior adjustments will be made from that point forward.

Hach WIMS Configuration

Jacobs will modify existing WIMS reports for Banana River Booster Station data. No new reports will be developed.

Task 3.2 Deliverables:

- Annotated and documented PLC logic files
- Draft HMI Screenshots for review. HMI and OIT screens.

Task 3.3 – Testing and Field Services

Control system application software testing will consist of In-House software testing, field Operational Readiness Testing Part 2 (ORT2), and field Performance Acceptance Testing.

Prior to testing, Jacobs will develop and submit to the City of Cocoa a test plan. City of Cocoa will have two weeks to review the test plan. Upon receipt of the comments from the test plan, Jacobs will revise the test plan to incorporate appropriate comments.

In House Application Software and HMI Layer Testing

In-House Software testing will be performed by Jacobs throughout the development of the application software at Jacobs's office. This testing will confirm control system algorithms based upon narrative requirements and the I/O list. The testing will demonstrate the interaction of control strategies with graphic displays, as well as simulate calculated points and I/O points to verify that the database is properly configured. Alarm points will be verified for proper message, priority, and trigger value.

One In-House application software test will be performed prior to loading software in the field. The purpose of the test is to demonstrate that the control system application software is complete and ready for installation at the plant site. City staff will witness the In-House software testing and provide comments for any software deficiencies and correction by Jacobs. The criteria for acceptance of control system strategies is based upon the previously agreed upon control system narrative criteria and I/O documents. All items found deficient will be corrected and re-tested by ASP.

To aid in the in-house application software testing, a simulation program file will be developed to provide appropriate limit switch feedback, equipment run status feedback, and appropriate analog data entry values.

HMI Layer hardware will be connected similar to the field design to allow the development system equipment to function similar to the field installation. Testing includes verification of

communication between devices, configuration of each device, and proper verification of system level function.

Field Testing

The field services under this task cover Operational Readiness Testing (ORT) and Field Performance Acceptance Testing (PAT). The ORT consists of two phases:

- ORT1 – Prior to loading software at the plant site, PICS Supplier will complete the following tests witnessed by ASP or City: calibration of new instruments (only new instruments included in the Construction Contract), installation of all PLCs/HMI and remote I/O, communication verification of all PLCs/HMI and remote I/O, I/O checkout (including verification of instrument scaling) from the field device to the PLC, and local field testing of all equipment in the local manual mode. ASP has no scope for ORT1.
- ORT2 – The purpose of this testing is to confirm that the control system including application software is ready for operation in local mode with remote monitoring and in remote manual mode from the HMI system. ORT1 will be completed by PICS Supplier prior to start of ORT2. In a combined effort with the startup team, ASP will verify that the I/O assignment is correct by performing an I/O checkout from the field device, to PLC, and to HMI displays. Verify analog scaling is correct, all modes of local and remote manual operation function correctly and verify the passing of data between all PLCs and HMI. During this testing, each part of the control system will be operated with live process (where appropriate and practical) to verify correct functionality. City will be required to sign-off each test completed or waive the City's witness requirement. Any items identified as ASP deficient will be corrected, re-tested, and verified. ASP will also perform a witnessed PAT at the plant site with City to verify remote automatic control functions work satisfactory. Testing for the remote automatic control functions will be based upon the current approved control system narrative document and I/O list. Each unit process area will be tested on a loop-by-loop basis to verify correct remote automatic functions. This test is similar to the remote auto testing that was performed in the in-house software test but is based on the field inputs and outputs and not simulation.

City and the startup team will witness the PAT or waive City witness test requirement. Any items identified as deficient when compared to the agreed upon narrative will be corrected, re-tested, and verified. Completion of the PAT provides acknowledgement that application programming is complete and satisfies the requirements of the narrative for the scope of work.

During the development and commissioning of the PLC and HMI code, modifications will be made as needed to documentation. ASP will provide one final update to relevant documentation at the completion of the PAT testing.

Task 3.3 Deliverables:

- In-House Factory Test Completion Form

- ORT2 Test completion documentation
- Witnessed or waived PAT acceptance test results with final signoff
- Updated control system narratives
- Final HMI screenshots, PLC code, PLC I/O list

Assumptions

1. The City will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, perform construction observation, review payment applications, and perform other actions necessary for the completion of the construction.
2. The City will assign a project manager who will be the Jacobs' s main point of contact and will respond within ten business days of the date of each submittal. The City' s project manager will also provide continuous coordination between the different City' s departments (Operations, Management, Engineering, etc.).
3. The City will inform Jacobs' s staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e. g., alarms, assembly areas, etc.) prior to the site visits.
4. The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to the City and/ or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
5. Jacobs is not responsible for payment of any permit fees. all permit fees will be paid by the City or Contractor.
6. No materials testing or subconsultant services are provided in this Task Order.
7. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
8. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

9. All deliverables will be provided as electronic files in .pdf format.

10. Jacobs consultation, review, configuration, or study (as applicable) of City's software, hardware products or systems (collectively "City's System") in no way makes Jacobs responsible for the performance, operation or security of the City's System. Jacobs makes no warranty, whether expressed or implied, as to the viability or performance of City's System. Additionally, Jacobs cannot and does not provide any representation, warranty or guarantee that its services will ensure City's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. City is solely responsible for the security of City's System and Jacobs services do not in any way relieve City of any responsibility for the protection, firewalling, and/or overall security of City's System. Jacobs shall have no responsibility or liability for the security of the City's System and City shall indemnify and hold Jacobs harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of City's System at any time regardless of the source or cause thereof.

11. The existing HMI screens for the Banana River Booster Station will be used as the basis for developing updated HMI screens.

12. City will provide a PLC processor to Jacobs prior to the start of PLC code development.

13. It is the responsibility of the City to verify proper function and calibration of all existing equipment and existing wiring that is being re-used.

14. Process descriptions and functionality will be defined during the review meeting under Task 3.1 and documented in the control narratives. Once processes are defined, documented and agreed upon, any changes to the process will be an out-of-scope change per the provided level of effort estimate. Development and programming of those parts of the PLC software functionality and HMI defined in the control narratives will only commence when the control narratives are approved by the City. HMI screen development and programming will only commence when the draft HMI screens are approved by the City.

15. The base software version levels of SCADA and Siemens PLCs will be determined at the review meeting under Task 3.1 and frozen for the duration of the project. Updates to the base software are not included in this scope of work.

16. Network configuration services such as loading, configuring, and troubleshooting network problems on the plant-wide network are not included in this scope of services. Troubleshooting of any physical fiber/copper communication on the sub-network are not included in this scope of services.

17. SCADA training will be coordinated by the City and held at the Dyal Water Treatment Plant.

Schedule

Services during construction will commence after the City has issued Notice to Proceed to the selected Contractor and Jacobs and will last the duration of the construction process. Record drawings will be submitted to the City within 4 weeks of receipt of properly documented drawing markups from the Contractor.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
Task 1 – Services During Construction	1,452	$225,253
Task 2 – Permitting Services	68	$10,996
Task 3 – SCADA Integration and Programming	302	$64,938
Expenses & Subconsultants	N/A	$1,000
Totals:	**1,822**	**$302,187**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between Jacobs and the City.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for Jacobs Engineering Group Inc.
By:	By:
	Francois Didier Menard
Title:	Title: Vice President
Date:	Date: 09/22/2025

City of Cocoa Task Order 2026-59

Banana River Booster Station Chloramination Improvements - Services During Construction

Labor Hour Breakdown

	Project Manager	Senior Process Engineer	Process Mechanical Engineer	Process Mechanical Technician	Senior Electrical Engineer	Electrical Engineer	Electrical Technician	Structural Engineer	Structural Technician	Civil Engineer	Civil Technician	I&C Engineer	I&C Technician	Architect	Architect Technician	HVAC Engineer	Plumbing Engineer	Plumbing Technician	Lead Technician	Construction Services Coordinator	HMI Programmer	PLC Programmer	WIMS Programmer				
	Engineer 7	Engineer 5	Engineer 2	Technician 5	Engineer 5	Engineer 1	Technician 3	Engineer 5	Engineer 2	Engineer 6	Engineer 1	Engineer 6	Technician 3	Engineer 7	Engineer 2	Engineer 7	Engineer 5	Technician 5	Engineer 2	Technician 3	Engineer 7	Engineer 5	Engineer 6				
	$235.00	$199.00	$120.00	$169.00	$199.00	$110.00	$120.00	$199.00	$120.00	$218.00	$110.00	$218.00	$120.00	$235.00	$120.00	$235.00	$199.00	$169.00	$120.00	$120.00	$235.00	$199.00	$218.00		Labor Hours	Labor Fee	Expenses	Total Fee
Task 1 - Services During Construction																											
Task 1.1 Construction Observation and Coordination Support Services	102	48	315		8			8		4		4													489	$76,250	$1,000	$77,250
Task 1.2 Submittal Review	42	20	80		40	80		56		32	64	36		8		8	8			126					600	$93,690	$0	$93,690
Task 1.3 Contractor Clarifications and Changes	46	23	92																						161	$26,427	$0	$26,427
Task 1.4 Project Closeout and Record Drawings	8	8	40	20	8	8	20	4	8	4	16	8	20	2	4				20	4					202	$28,886	$0	$28,886
																								Task Subtotals:	**1,452**	**$225,253**	**$1,000**	**$226,253**
Task 2 - Permitting Services																											
Task 2 Permitting Services	8	4	4			4	4	4	4	4	4			4	4		4	4	12						68	$10,996	$0	$10,996
																								Task Subtotals:	**68**	**$10,996**	**$0**	**$10,996**
Task 3 - SCADA Integration and Programming																											
Task 3.1 SCADA Engineering	4																				12	20			36	$7,740	$0	$7,740
Task 3.2 Application Software Development	4																				40	80	16		140	$29,748	$0	$29,748
Task 3.3 Testing and Field Services	6																				60	60			126	$27,450	$0	$27,450
																								Task Subtotals:	**302**	**$64,938**	**$0**	**$64,938**

Total Labor Hours:	**1,822**
Total Labor Fee:	**$301,187**
Total Expenses:	**$1,000**
Total Fee:	**$302,187**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

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

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Issuance | Release Date: Monday, July 28, 2025
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

The City of Cocoa is accepting sealed bids from all licensed, qualified firms or individuals interested in providing the construction services as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa is soliciting for a contractor to complete the Banana River Chloramination Improvements project located at 1950 East Merritt Island Causeway, Merritt Island, FL 32953, Parcel ID: 24-37-32-00-250. The project work includes the following major components:

- Sodium hypochlorite and ammonium sulfate chemical feed systems consisting of chemical storage tanks, chemical feed pump skids, piping, instrumentation, and appurtenances.
- Buried and exposed finished (potable) water piping for flow metering and chemical injection including fittings, valves, instrumentation, and appurtenances.
- Access stairs and bridge for existing ground storage tanks with lighting.
- Main control panel and PLC for the booster station site.
- Emergency backup power generator and fuel storage.
- Demolition of existing equipment including the following: sodium hypochlorite storage tank and chemical feed pump skid, portions of the finished water piping, control panel and PLC, recirculation pumps and piping, emergency backup power generator system.

Please refer to Exhibit A, Exhibit B and the Contract Documents for the Construction of the Banana River Chloramination Improvements, for the complete set of requirements and components included in the project work.

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There will be a MANDATORY conference held for this project Tuesday, August 12, 2025 at 2:00pm EST located at City of Cocoa Utilities Department, 351 Shearer Blvd.,2nd Floor Conference Room, Cocoa, FL 32922 with a site visit to the Banana River Booster Station located at 1950 East Merritt Island Causeway, Merritt Island, FL 32953A representative of your firm must attend the meeting for your bid submittal to be considered responsive.

Questions regarding this solicitation must be received in writing at the address above no later than **Tuesday, August 19, 2025 at 5:00pm EST**. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.gov and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

TITLE: Banana River Booster Station Chloramination Improvements

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.gov. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. Local preference does not apply in the case where contracts are funded in whole or in part by a government entity whose laws or regulations governing such funding prohibit application of a local vendor preference.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

TITLE: Banana River Booster Station Chloramination Improvements

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SECTION 1 INTRODUCTION

1.01 DESCRIPTION OF WORK

The City of Cocoa is soliciting for a contractor to complete the Banana River Chloramination Improvements project located at 1950 East Merritt Island Causeway, Merritt Island, FL 32953 . The project work includes the following major components:

- Sodium hypochlorite and ammonium sulfate chemical feed systems consisting of chemical storage tanks, chemical feed pump skids, piping, instrumentation, and appurtenances.
- Buried and exposed finished (potable) water piping for flow metering and chemical injection including fittings, valves, instrumentation, and appurtenances.
- Access stairs and bridge for existing ground storage tanks with lighting.
- Main control panel and PLC for the booster station site.
- Emergency backup power generator and fuel storage.
- Demolition of existing equipment including the following: sodium hypochlorite storage tank and chemical feed pump skid, portions of the finished water piping, control panel and PLC, recirculation pumps and piping, emergency backup power generator system.

Please refer to Exhibit A and Exhibit B, the Contract Documents for the Construction of the Banana River Chloramination Improvements, for the complete set of requirements and components included in the project work.

All work shall be constructed according to the Construction Drawings and Specifications provided in Exhibit A, the Contract Documents for the Construction of the Banana River Chloramination Improvements, and are made part of the contract by reference.

The Contractor shall construct the project per:

1. The jurisdiction for the project site is the City of Cocoa, Florida. All work shall be permitted and undertaken in accordance with applicable codes and ordinances.
2. Prime contractor is assumed to be familiar with all general conditions/contract requirements associated with the contract between owner and contractor as they apply to the work noted on the detailed specifications, attached herein as Exhibits A and B. Prime contractor shall transfer all such requirements to all subcontractors.
3. All contractors shall examine job site prior to submission of a bid to observe all visible existing conditions. submission of bid will be taken to confirm familiarity with conditions of the work so the bid price includes all work necessary to provide a completed, ready to occupy, fully finished project.
4. Contractor shall obtain all permits required to undertake the work unless noted otherwise.
5. Prior to receiving a notice-to-proceed, the owner will file a notice-of-commencement with appropriate authority.
6. The contractor shall deliver a work schedule immediately after receiving a notice of award showing all tasks and completion dates.
7. The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work.

1.02 MINIMUM QUALIFICATIONS

TITLE: Banana River Booster Station Chloramination Improvements

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

1. Please prepare a cover letter for your response to this invitation with a description of your business, the types of services your company provides, and include the primary contact's name, telephone and email address.
2. Previous Experience and References: The firm shall have been in business for a minimum of three (3) consecutive years or demonstrate with written documentation that they had ownership in a firm with combined experience of three (3) years. Must be licensed in the state of Florida as a General Contractor with a minimum of three (3) years of experience in performing work similar in size and scope as detailed herein. The Contractor shall have completed three projects in the last five years for a municipal water utility that included construction of chemical storage and feed equipment, construction of an emergency backup power generator, and/or construction of potable water system piping including valves and instrumentation. Provide a brief description of work, including location, contract completion date, names, addresses, email addresses, and telephone numbers of owners by completing **the Reference Form, Attachment "L" included herein**. Additional qualification requirements for the work are included within Exhibit A, the Contract Documents for the Construction of the Banana River Booster Station Chloramination Improvements.

3. Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".

4. Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.

5. Bonds –Provide applicable bond documents as defined in section 3.02 of this request.

6. Note if you are not a single prime contractor, you will be required to list, using attachment "K" all subcontractors to be used for this project and their professional licenses.

7. Provide a completed W9 according to section 4.02 of this request.

8. Complete in full all required attachments associated with this request.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

1.03 PROJECT COMPLETION TIME

The successful bidder shall commence work within Thirty (30) days after having been issued a notice to proceed which may be in the form of a purchase order issued by the City. The Work will be substantially complete within One Hundred and Fifty-One (151) calendar days after the notice to proceed is issued. The date of substantial completion of the Work is the date certified in writing by the City when (1) construction is sufficiently complete, in accordance with the contract documents, so the City can occupy or utilize the Work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for

Substantial Completion identified in the general, special, or technical conditions or construction plans have been satisfied. Final completion will be __30___ calendar days after the date of delivery of the final approved punch list, which shall be at least thirty (30) calendar days following the delivery of the final approved punch list. The construction agreement shall establish the process for approval and delivery of the punch list required by the Local Government Prompt Payment Act, Section 218.735, Florida Statutes.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Monday, 07/28/2025 at 8:00am EST**
Non-Mandatory Pre-Bid Conference	**Tuesday, 08/12/2025 at 2:00pm EST**
Deadline for Questions	**Tuesday, 08/19/2025 at 5:00pm EST**
Bid Due Date and Time	**Wednesday, 09/3/2025 at 3:00pm EST**
Anticipated Notice of Intent to Award	**September 2025**
City Council Approval of Contract	**September 2025**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 MANDATORY PRE-BID MEETING

There will be a MANDATORY Pre-Bid conference held for this project on Tuesday, August 12, 2025 at 2:00pm EST at Cocoa Utilities Department Building, 351 Shearer Blvd., 2nd Floor Conference Room, Cocoa, FL 32922 with a site visit to the Banana River Booster Station located at 1950 East Merritt Island Causeway, Merritt Island, FL 32953. Any changes or updates to this meeting including additional instructions will be posted to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com**.**

IMPORTANT NOTE: It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by

the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.gov

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by

the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Whether the Bidder has been suspended or debarred from doing business with the City or another public entity.

J. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to 5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between

all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND – Used

The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**

A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.
2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.
3. The terms of the ITB Security Bond shall be:
    a. The Bidder shall enter into an Agreement if awarded to the Bidder;
    b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;
    c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and
    d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest-bearing account, shall be retained by the City.

B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

3.02 PERFORMANCE AND PAYMENT BONDS – Used

Upon award of this project, the successful Bidder shall furnish Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total contract amount awarded under this solicitation. Receipt of said Performance and Payment Bonds shall occur no later than fifteen (15) calendar days after receipt of notification of Award. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be made payable to the City of Cocoa, issued by a reputable Surety firm licensed to do business in the State of Florida (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and the payment bond is increased so that each reflects the total Contract price as increased.

1. The Surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. The terms of the Payment and Performance Bond shall guarantee that:

   a. The successful Bidder shall assure faithful performance of this project;
   b. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
   c. Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

B. If the bond is based on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

C. Return of Payment and Performance Bond. It shall be the sole responsibility of the successful Bidder to request in writing from the CITY the return of the Payment and Performance Bond. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds shall not be returned unless requested by the successful Bidder in writing.

3.03 LIQUIDATED DAMAGES

It is understood and agreed that time is the essence of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the time stated in the Agreement will result in certain loss and damage to the CITY.

It is therefore covenanted and agreed that, if the Contractor shall fail or neglect to complete his Work on or before the date fixed for completion by the contract documents, then said Contractor agrees to pay to the CITY, as Liquidated Damages, the amounts specified in the Construction Agreement. For construction projects, the City typically utilizes the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (FDOT Specifications), Section 8-10, as amended from time to time to establish the applicable liquidate damages amount for failure to reach substantial completion within the time stated in the contract documents, but reserves the right to determine the liquidated damages amount utilizing any other method deemed appropriate by the City. The City may establish an additional amount for liquidated damages for failure to reach Final Completion within the time specified in the contract documents. Liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given. The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor. The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time, including granted time extensions.

In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty

periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the

material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy 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 in Chapter 119, F.S. or as otherwise provided by law; and
3. 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 and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees

from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **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, ATTN: CITY CLERK, AT 321-433-8480, cityclerk@cocoafl.org, 65 STONE STREET, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD PROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office

or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued

addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action

requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not 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 City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The

City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.gov for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded

agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on,

submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.
C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

4.71 PROHIBITION ON SOCIAL, POLITICAL OR IDEOLOGIGAL PREFERENCE

Pursuant to Florida Statutes § 287.05701, the City shall not request documentation regarding, consider, or give preference based upon, a vendor's social, political, or ideological interests when determining the vendor's qualifications.

4.72 TRAFFICKING

As a condition of this Agreement, the Engineer shall attest under penalty of perjury that the bidder does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Engineer understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a."Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are

pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. "Labor" means that work of economic or financial value.

c. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Bidder understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
	Original Submittal Package bound with binder clip
	Attended Pre-Bid (if Mandatory)
	Cover Letter (if applicable)
	Attachment "A" Submittal Acknowledgement
	Attachment "B" Addendum Acknowledgement
	Attachment "C" Insurance Requirements
	Attachment "D" Bid Security Bond (if required)
	Attachment "E" Bid Price Schedule
	Attachment "F" Trench Safety (if required)
	Attachment "G" Certificate of Non-Segregated Facilities
	Attachment "H" Drug-Free Workplace
	Attachment "I" Conflict of Interest and Non-Collusion
	Attachment "J" Organizational Info
	Attachment "K" Subcontractor Participation
	Attachment "L" References
	Attachment "M" Truth-in-Negotiations
	Attachment "N" Solicitation Label affixed to envelope
	Attachment "O" Scrutinized Companies
	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
	Attachment “R” Human Trafficking Affidavit
	Proof of Florida Registration (if required)
	Professional License(s) (if required)
	W9
	Proof of Insurance
	USB drive with electronic copy of submittal

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "A"

Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

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

Company Name: _____ **FEIN:** _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "B"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "C"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as_____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "D"-Used
Bid Security Bond

BOND NO:_____

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned _____
_____
as Principal, and,_____
as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this _____ day of _____, _____

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: _____ (Affix Contractor's Corporate Seal Above)

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____	_____	_____	_____
Authorized Signatory	Printed Name	Title	Date

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF_____, TO REPRESENT _____ _____OF _____ _____,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").

SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF_____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.

NOTARY PUBLIC _____

STATE OF _____

MY COMMISSION EXPIRES:_____

Surety Name: _____ (Affix Surety's Corporate Seal Above)

Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number
_____	_____	_____	_____	_____

Surety Mailing Address: _____ Agent Mailing Address: _____

_____ _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT. Award of this contract will be based on the Total Lump Sum Price.** The Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents

Banana River Booster Station Chloramination Improvements as per plans and specifications:

TOTAL BASE BID	$

_____Dollars
(Grand Total Written in words)

(Attachment E Continued)

The price submitted constitutes full and complete compensation for all work described in the Invitation to Bid (ITB), including any and all associated costs, taxes, and fees. This price is valid for a period of ninety (90) days from the due date for submission of bids, without change or withdrawal.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

FEIN: _____

The undersigned is duly authorized on behalf of the Company to submit this bid and enter into a contract in accordance with the terms and conditions of this ITB.

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__ , by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced_____ as identification.

NOTARY PUBLIC _____
STATE OF _____
MY COMMISSION EXPIRES: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "F" (if required)
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.					
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____
_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"
Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-25-07-COC**
	INVITATION TO BID (ITB)	**Due Date: 09/03/2025**

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____
Authorized Signature **Date**

_____ _____
Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "L"
References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "M"

Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "N"
Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-25-07-COC**

TITLE: Banana River Booster Station Chloramination Improvements

SOLICITATION DUE DATE: 09/03/25 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

TITLE: Banana River Booster Station Chloramination Improvements

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "Q"-Not Used

Federally Required Contract Clauses for FEMA Grantees and Subgrantees

~~1. ***Equal Employment Opportunity***~~

~~During the performance of this contract, the contractor agrees as follows:~~

~~(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:~~

~~Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.~~

~~(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.~~

~~(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.~~

~~(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

~~(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~

~~(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~

~~(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of~~

~~September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.~~

~~(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:~~

~~*Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.~~

~~The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.~~

~~The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.~~

~~The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.~~

~~2. *Compliance with the Davis-Bacon Act*~~

~~The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.~~

~~3. *Compliance with the Copeland "Anti-Kickback" Act*~~

~~a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.~~

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

5. Rights to Inventions Made Under a Contract or Agreement **Not Applicable**

Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant

~~to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.~~

~~b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

~~c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~7. Federal Water Pollution Control Act~~

~~a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.~~

~~b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

~~c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~8. Suspension and Debarment~~

~~*a.* This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).~~

~~*b.* The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.~~

~~*c.* This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.~~

~~*d.* The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.~~

~~9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)~~

~~a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place~~

~~in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.~~

~~10. PROCUREMENT OF RECOVERED MATERIALS~~

~~a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —~~

~~i. Competitively within a timeframe providing for compliance with the contract performance schedule;~~

~~ii. Meeting contract performance requirements; or~~

~~iii. At a reasonable price.~~

~~b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.~~

~~c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.~~

~~11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES~~

~~a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause —~~

~~b. Prohibitions.~~

~~i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.~~

~~ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:~~

~~1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component~~

~~of any system, or as critical technology as part of any system; or~~

~~4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.~~

~~c. *Exceptions.*~~

~~i. This clause does not prohibit contractors from providing~~

~~1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or~~

~~2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.~~

~~ii. By necessary implication and regulation, the prohibitions also do not apply to:~~

~~1. Covered telecommunications equipment or services that:~~

~~a. Are *not used* as a substantial or essential component of any system; *and*~~

~~b. Are *not used* as critical technology of any system.~~

~~2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.~~

~~d. *Reporting requirement.*~~

~~i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.~~

~~ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:~~

~~1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.~~

~~2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.~~

~~e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.~~

~~**12.** DOMESTIC PREFERENCES FOR PROCUREMENTS~~

~~a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:~~

~~i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.~~

~~ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.~~

~~iii.~~

~~**13.** Access to Records~~

~~The following access to records requirements apply to this contract:~~

~~(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.~~

~~(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.~~

~~(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.~~

~~**14.** *DHS Seal, Logo, and Flags*~~

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

~~**15.** *Compliance with Federal Law, Regulations, and Executive Orders*~~

~~This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.~~

~~**16.** *No Obligation by Federal Government*~~

~~The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.~~

~~**17.** *Program Fraud and False or Fraudulent Statements or Related Acts*~~

~~The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of~~

~~Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.~~

~~APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING~~
~~Certification for Contracts, Grants, Loans, and Cooperative Agreements~~
~~(To be submitted with each bid or offer exceeding $100,000)~~
~~The undersigned [Contractor] certifies, to the best of his or her knowledge, that:~~
~~1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.~~
~~2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~
~~3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.~~
~~This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.~~

~~The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.~~

~~18.~~ ~~*Affirmative Socioeconomic Steps*~~

~~If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.~~

~~19.~~ ~~*Copyright and Data Rights* – ***Not applicable***~~

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this~~

~~contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory of the firm, understand and agree to all the applicable federal terms and provisions provided herein.~~

~~**Company Name:**~~ _____

~~**Address:**~~ _____

~~**Telephone:**~~ _____ ~~**Email:**~~ _____

_____ _____

~~**Authorized Signature**~~ ~~**Date**~~

_____ _____

~~**Name**~~ ~~**Title**~~

ATTACHMENT "R"

Human Trafficking Affidavit

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein
2. I currently serve as _____(Role) of_____(Company).

3. _____ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____(Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

_____
NAME OF BUSINESS ENTITY

_____
SIGNATURE

_____
TYPE NAME AND TITLE

EXHIBIT A

Contract Documents for the Construction of the Banana River Booster Station Chloramination Improvements

Technical Specifications

EXHIBIT B

Contract Documents for the Construction of the Banana River Booster Station Chloramination Improvements

Drawings

RESOLUTION NO.2025-071

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Regular meeting held on September 16, 2025; and

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

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

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

SECTION 1. The 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 14th day of October 2025.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2026- 007-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: Utilities/4055 DATE PREPARED: 9/29/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,801,700	424-0000-389-99-50	WS18BR	FUND BAL-APPROP. RESERVES	$ 0	$ 0	$ 2,801,700	$ 0
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 2,801,700	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,547,000	424-4055-536.63-00	WS18BR	INFRASTRUCTURE (Contract Amount)	$ 0	$ 0	$ 2,547,000	$ 0
$ 254,700	424-4055-536.63-00	WS18BR	INFRASTRUCTURE (Contigency)			$ 254,700	
						$ 0	
						$ 0	
						$ 0	
				$ 0		$ 0	
$ 2,801,700	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To cover the cost of awarding the Bid No. ITB B-25-07 for Project # WS18BR to L7 Construction, Inc. ($2,547,000). This project will update existing chlorination system, new back up generator, and adding ammonium to the pump station. This includes the project contingency ($254,700). The Bid amount exceeded the FY2025 budget amount $1,669,393,by $1,132,307. This portion of the funding from Project # WS1201, will not roll into FY 2026, during the capital roll. Agenda# 2025-942

City Council Approval Needed? *Yes.* (●) *No.* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2025-071

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

David Veloza Digitally signed by David Veloza Date: 2025.09.29 09:25:56 -04'00'
Requestor's Signature

Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.10.02 16:50:58 -04'00'
Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2025.09.29 10:24:43 -04'00'
Department Director's Signature

Lora Howell Digitally signed by Lora Howell Date: 2025.10.06 08:30:34 -04'00'
Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

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

CITY COUNCIL AGENDA ITEM

Memo Date:	September 30, 2025
Agenda Date:	October 14, 2025
File ID:	2025-946
Prepared By:	David Veloza
Through:	John Walsh, Utilities Director
Requested Action:	Approve Task Order No. 2026-59 to Jacobs Engineering Inc. for Services During Construction for the Banana River Booster Station Chloramination Project (Project WS18BR) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed $302,187. Approve a Resolution Amending the FY26 Budget, BAF 26-008-A.

BACKGROUND:

The City of Cocoa Utilities Department has identified key strategies to proactively manage and improve water quality across its distribution system. This initiative stems from the findings of a recently completed **Corrosion Control Study**.

One of the primary recommendations from this study was the implementation of a full chloramination system at the Banana River Booster Station.

- **Water Quality Improvement:** The project involves the addition of a new **ammonium sulfate storage tank and feed system**. This system, when used in combination with the existing hypochlorite system, will enable the City to maintain an optimal **monochloramine residual** throughout the distribution network.
- **System Integrity:** Maintaining this residual is essential for **minimizing nitrification** (a process that degrades water quality) and **reducing corrosion** within the pipes, thus increasing the overall lifespan and stability of the water distribution system.
- **Reliability and Safety:** Beyond the chemical feed system, the project also includes vital site improvements, specifically the installation of a new **backup generator** and necessary **access stairs**, which will collectively enhance the site's operational reliability and safety protocols.

Task Order Details (No. 2026-59)

The requested Task Order is necessary to provide continuity and expert oversight during the physical construction phase of the Banana River Booster Station Chloramination Project (Project WS18BR).

Detail	Description

Consultant	Jacobs Engineering Inc.
Agreement	Continuing Engineering Services Agreement for Water System (RFQ-20-03-COC)
Agreement Dates	Original Award: February 5, 2020; Second Amendment: July 23, 2024
Scope of Services (SDC)	**Services During Construction** (SDC) including, but not limited to: 1. Review of contractor's submittals for general conformance with the final design documents. 2. Construction observation and field support during construction activities. 3. On-site development and implementation of application software required for system automation and control.
Task Order Total	**$302,187**

The services outlined in Task Order No. 2026-59 will be performed in accordance with all contract terms and conditions of the Continuing Services Agreement.

Staff recommends approval of Jacobs Task Order No. 2026-59 for Services During Construction for the Banana River Booster Station Chloramination project (Project WS18BR), in the amount of **$302,187** as well as corresponding Budget Modification **BAF 26-008-A-UT.**

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? Yes/No **Please refer to BAF#2026-008A**
If not budgeted, is amendment / transfer attached? NA

Source/Use of Funds

Account Number	
424-0000-389.99-50	$302,187
424-4055-536.63-00	$302,187 WS18BR

PREVIOUS ACTION:
Approved Task Order #2024-39 with Jacobs Engineering Group, Inc. (Jacobs) for the Design, Permitting, and Bidding Services for the Banana River Tank Improvements Project (WS18BR), Approved as a Multi-Year Contract from FY2024 through FY2025.

RECOMMENDED MOTION:

Approve Task Order No. 2026-59 to Jacobs Engineering Inc. for Services During Construction for the Banana River Booster Station Chloramination Project (Project WS18BR) under Continuing Services Agreement RFQ-20-03-COC, with a total amount not to exceed $302,187. Approve a Resolution Amending the FY26 Budget, BAF 26-008-A.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Engineering, Design, Permitting & Services for Utility Conveyance Systems Upgrades & Expansions	2026-059
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 09/29/25 City Bid Number: RFQ-20-03-COC AMOUNT: $ 302,187.00

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

Dept. Number/Division Name: 424-4055/Engineering

Project Name: Banana River Tank Improvements Project Number: WS18BR

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

AMENDMENT

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

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

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

The City has taken steps to improve the distribution system water quality including completing a corrosion control study. One of the recommendations identified in the corrosion control study was to add an ammonium sulfate storage tank and feed system to the Banana River Booster Station, among performing other site improvements like a new back up generator. To ensure project runs efficiently, This TO includes Services During Construction. These services include submittal reviews for general conformance with design documents, observation of construction activities, and software development services.

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 2,547,000.00

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

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

David Veloza Digitally signed by David Veloza Date: 2025.09.29 16:38:13 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2025.09.30 07:44:22 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2026-59

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2025.10.03 16:57:47 -04'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

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

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

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

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

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

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

Jacobs

City of Cocoa

Task Order 2026-59

Banana River Booster Station Chloramination Improvements - Services During Construction

Objective and Background

Under this Task Order, Jacobs Engineering Group Inc. (Jacobs) will provide engineering services during construction of the Banana River Booster Station Chloramination Improvements project. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020 and Second Amendment on July 23, 2024.

Scope of Work

Task 1 – Services During Construction

Jacobs will provide engineering services to support the City during the construction phase of the Banana River Booster Station Chloramination Improvements project as described in the subtasks below. Level of effort estimates for this task assume a 12-month construction project (including pre-construction activities) and 18 weeks of onsite construction activities.

Task 1.1 – Construction Observation and Coordination Support Services

Jacobs will perform field observations to review the progress and quality of the work for the purposes of determining general conformance to the design requirements of the construction contract and regulatory permits. Jacobs will provide the City with site visit reports that will include a written report and photographs of observed progress. Jacobs will maintain and log regular communications with the Contractor during the construction. Jacobs will not communicate directly with the Contractor's subcontractors.

Jacobs will provide onsite construction observation services for two days per week for the duration of the construction activities, which is assumed to be 18 weeks. Jacobs's observations shall not relieve the Contractor from the responsibility for performing the work in accordance with the contract for construction, and Jacobs shall not assume liability in any respect for the construction of the project. Jacobs shall not be responsible for the health or safety precautions of the Contractor or any other persons at the site except Jacobs's own personnel.

Jacobs will lead the project preconstruction meeting and construction progress meetings and will prepare meeting agendas and summaries for each meeting. It is assumed there will be progress meetings once per month prior to onsite construction activities, and once every two

weeks during active onsite construction activities. It is assumed there will be a total of 18, one-hour meetings for the duration of the contract.

Jacobs will review the contractor's applications for payment and compare them with the actual progress of work. Jacobs will review Contractor's progress schedule and progress photos with each application for payment. It is assumed there will be twelve applications for payment.

Task 1.1 Deliverables

- Construction site visit reports
- Preconstruction meeting agenda and summary
- Construction progress meeting agendas and summaries

Task 1.2 – Submittal Review

Jacobs will review and provide responses to the Contractor's submittals for general conformance with the design documents and general compliance with the requirements of the contract for construction. Jacobs will log and track all submittals. It is assumed there will be 42 submittals and 42 resubmittals for a total of 84 submittal reviews.

Task 1.2 Deliverables

- Submittal review responses

Task 1.3 – Contractor Clarifications and Changes

When requested, Jacobs will review the Contractor's Requests for Information (RFIs) or clarification of the contract for construction. Jacobs will coordinate such review with the City and issue responses to the request. It is assumed there will be no more than 8 responses to RFIs by Jacobs.

When requested, Jacobs will review Contractor-requested changes to the contract for construction. Jacobs will make recommendations to the City regarding the technical acceptability of the Contractor's request. It is assumed there will be no more than 3 Contractor-requested changes to the contract.

Jacobs will maintain a RFI and Change Order log for the project.

Task 1.3 Deliverables

- Responses to RFI's from the contractor, if any
- Responses to contractor requested changes, if any

Task 1.4 – Project Closeout and Record Drawings

Jacobs will attend a substantial completion walkthrough and final completion walkthrough with the contractor and the City. Jacobs will prepare a punch list of items requiring completion or correction for the contractor based on the substantial completion walkthrough. Jacobs will review punch list items for completion or correction at the final completion walkthrough and will make recommendations to the City regarding acceptance of the work.

Jacobs will revise the design drawings to reflect available record information provided by the contractor in the form of drawing markups. Jacobs will prepare and submit record drawings to the City.

Jacobs will submit final project documentation to the City including the submittals, RFIs and associated logs.

Task 1.4 Deliverables

- Punchlist and Final approval
- Submittal and RFI Log
- Record drawings.
- Approved shop drawings and all RFIs

Task 2 – Permitting Services

Jacobs will support the contractor in obtaining the Brevard County Building Department permit, by supplying conformed documents and answering a maximum of three RFIs from the building department. If necessary, drawing revisions will be made to address Building Department review comments.

At the completion of the project, Jacobs will coordinate the FDEP permit closeout and prepare the required certifications. This includes collecting and reviewing the necessary documentation to prepare Form 62-555.900, as well as completing any other requirements described in the FDEP construction permit (Permit Number 0124889-1206-WC). To allow partial start-up and calibrating of the equipment, Jacobs will submit for a partial clearance prior to final clearance. After the project is 100% complete and fully operational, Jacobs will prepare the final certification and clearance and submit to FDEP.

Task 2 Deliverables

Partial permit clearance application.

Final permit clearance application and complete for 62-555.900.

Task 3 – SCADA Integration and Programming

Jacobs will provide the design of the controls for the Banana River Booster Station Chloramination Improvements project, as the Automation Solution Provided (ASP). As a subcontractor to the Contractor, the Process Instrumentation and Control Subsystem (PICS) Supplier is responsible for the hardware and communication protocols connecting the new control panels to the plant SCADA and to all of the components noted in the construction contract. Jacobs will coordinate with the City and the PICS Supplier to develop the project control narratives, startup sequence, PLC code and Human Machine Interface (HMI) screens. The data will be packed and arranged in accordance with 40 90 01 Control System Configuration Standards.

This scope of work includes configuration of PLCs, HMI, OIT, Historian, PLC process logic configuration, HMI graphic linking and object animation, alarm configuration, trend configuration, HMI/PLC driver configuration, system testing, training, and commissioning of a complete system for the unit process areas as defined in this scope. The proposed services are described in detail in the following subtask descriptions.

The supplier brands are assumed to be Siemens 1500 series for PLCs, as specified in Section 40 90 00 of the bid documents, and Aveva Wonderware version 2023R2 for the HMI and Historian software to match the City's existing hardware and software.

Task 3.1 – SCADA Engineering

Jacobs will refine and further develop some components of the engineering design including the PLC Input/Output (I/O) list, the control strategy narratives, the sequence plan, and the IP address list as described below. Jacobs will coordinate a meeting with the City to review and finalize these items. A meeting agenda and summary will be provided to the City.

PLC I/O List

The instrumentation drawings provide documentation of linking data between PLC, field devices, and HMI. The ASP will develop the PLC I/O list based upon the instrumentation drawings and information provided as part of the panel drawings. An initial I/O list was developed under the hardware design project as a starting point. This task will continue the development and refinement of the PLC I/O list to include additional detail required for programming. Refinement of the I/O list includes validating the I/O list against actual PLC configuration to verify rack/slot/point basic configuration matches, verification against available wiring diagrams to identify I/O location discrepancies, and verification against available P&IDs to add design equipment tag identifiers.

Control Strategy Narratives

The software development team will use the control strategies developed during the design phase of work as the basis for software configuration. Additional detail will be developed as

required for programming. One meeting will be held with the City to review the control strategy prior to beginning software configuration.

Sequence Plan

Create the sequence plan to include software sequencing constraints and additional input from operations staff.

IP Address List

Refine the IP Address list to include software related changes. IP address list will be specific to only IP addresses required for this project.

Task 3.1 Deliverables:

- Updated PLC I/O list
- Updated control narratives
- Updated startup sequence plan
- Updated IP address list

Task 3.2 – Application Software Development

Jacobs will provide programming and configuration services as described below. The City will provide Jacobs a PLC processor for use in PLC programming prior to the start of code development. Existing City SCADA standards for PLC/HMI/Historian/tag standards will be used as the basis for software development.

PLC Programming

PLC programming scope includes the automation for all plant processes as defined in the control narratives. PLC logic and sequencing will be configured based on the latest version of the control system narrative document and the latest version of the I/O list at the time this contract is issued.

ASP will:

- Identify location (e.g. specific PLC) for control and calculation functions.
- Configure PLC-to-PLC data communication.
- Configure PLC – HMI data communications.
- Define PLC programming formats and configuration blocks.
- Assign objects to physical devices.
- Configure PLC alarm management.
- Configure PLC analog scaling.

- Configure automation logic based on control narratives.
- Define sequential logic and analog control requirements for special control strategies executed in the PLC.
- Define and configure virtual points required for HMI monitoring and control functions.
- Generate object and PLC programs for each PLC.
- Develop the PLC functional software requirements and define analog control loop tuning parameters.
- Configure PLC totalization calculations for current day and previous day totals for data that is typically used in reporting.
- Document programs.
- Spare or future equipment will not be configured.

HMI Programming

HMI programming will be performed based on the approved draft graphics, control narratives, and I/O list. HMI graphics and control faceplates will include, editing current Banana River Booster Station HMI graphic to reflect changes from the control narratives and support all new objects created by PLC programming. Additional control faceplates will be programmed to support new controls.

Jacobs will develop draft graphics for City review and approval. The draft graphics will be updated based on City provided comments and the design concept will be frozen. The final graphics will be linked to the appropriate objects in the PLCs. Specific information that is required to support the auto controls (sequences, setpoints, lead/lag selections) will be added. The following tasks will be completed:

- Develop draft and final graphics.
- Configure graphic animation and database.
- Link equipment displays to appropriate popups.
- Develop new graphics to support automation controls and sequences.
- Configure additional alarm parameters to support modifications.

Historical Data Configuration

Historical data consists of data that is required for trending of analog values to analyze process performance and selected critical digital data. Jacobs will configure the new HMI objects to historize as defined in the HMI standards.

OIT Configuration Services

Jacobs will program and configure the OIT for the Banana River Booster Station. Including all objects and controls for the station. Existing and new objects will be included in this scope for the OIT programming. Jacobs will provide draft graphics for City review similar to the AVEVA HMI graphics. Once these graphics have been approved by the City, they will be "locked in" and only minior adjustments will be made from that point forward.

Hach WIMS Configuration

Jacobs will modify existing WIMS reports for Banana River Booster Station data. No new reports will be developed.

Task 3.2 Deliverables:

- Annotated and documented PLC logic files
- Draft HMI Screenshots for review. HMI and OIT screens.

Task 3.3 – Testing and Field Services

Control system application software testing will consist of In-House software testing, field Operational Readiness Testing Part 2 (ORT2), and field Performance Acceptance Testing.

Prior to testing, Jacobs will develop and submit to the City of Cocoa a test plan. City of Cocoa will have two weeks to review the test plan. Upon receipt of the comments from the test plan, Jacobs will revise the test plan to incorporate appropriate comments.

In House Application Software and HMI Layer Testing

In-House Software testing will be performed by Jacobs throughout the development of the application software at Jacobs's office. This testing will confirm control system algorithms based upon narrative requirements and the I/O list. The testing will demonstrate the interaction of control strategies with graphic displays, as well as simulate calculated points and I/O points to verify that the database is properly configured. Alarm points will be verified for proper message, priority, and trigger value.

One In-House application software test will be performed prior to loading software in the field. The purpose of the test is to demonstrate that the control system application software is complete and ready for installation at the plant site. City staff will witness the In-House software testing and provide comments for any software deficiencies and correction by Jacobs. The criteria for acceptance of control system strategies is based upon the previously agreed upon control system narrative criteria and I/O documents. All items found deficient will be corrected and re-tested by ASP.

To aid in the in-house application software testing, a simulation program file will be developed to provide appropriate limit switch feedback, equipment run status feedback, and appropriate analog data entry values.

HMI Layer hardware will be connected similar to the field design to allow the development system equipment to function similar to the field installation. Testing includes verification of

communication between devices, configuration of each device, and proper verification of system level function.

Field Testing

The field services under this task cover Operational Readiness Testing (ORT) and Field Performance Acceptance Testing (PAT). The ORT consists of two phases:

- ORT1 – Prior to loading software at the plant site, PICS Supplier will complete the following tests witnessed by ASP or City: calibration of new instruments (only new instruments included in the Construction Contract), installation of all PLCs/HMI and remote I/O, communication verification of all PLCs/HMI and remote I/O, I/O checkout (including verification of instrument scaling) from the field device to the PLC, and local field testing of all equipment in the local manual mode. ASP has no scope for ORT1.
- ORT2 – The purpose of this testing is to confirm that the control system including application software is ready for operation in local mode with remote monitoring and in remote manual mode from the HMI system. ORT1 will be completed by PICS Supplier prior to start of ORT2. In a combined effort with the startup team, ASP will verify that the I/O assignment is correct by performing an I/O checkout from the field device, to PLC, and to HMI displays. Verify analog scaling is correct, all modes of local and remote manual operation function correctly and verify the passing of data between all PLCs and HMI. During this testing, each part of the control system will be operated with live process (where appropriate and practical) to verify correct functionality. City will be required to sign-off each test completed or waive the City's witness requirement. Any items identified as ASP deficient will be corrected, re-tested, and verified. ASP will also perform a witnessed PAT at the plant site with City to verify remote automatic control functions work satisfactory. Testing for the remote automatic control functions will be based upon the current approved control system narrative document and I/O list. Each unit process area will be tested on a loop-by-loop basis to verify correct remote automatic functions. This test is similar to the remote auto testing that was performed in the in-house software test but is based on the field inputs and outputs and not simulation.

City and the startup team will witness the PAT or waive City witness test requirement. Any items identified as deficient when compared to the agreed upon narrative will be corrected, re-tested, and verified. Completion of the PAT provides acknowledgement that application programming is complete and satisfies the requirements of the narrative for the scope of work.

During the development and commissioning of the PLC and HMI code, modifications will be made as needed to documentation. ASP will provide one final update to relevant documentation at the completion of the PAT testing.

Task 3.3 Deliverables:

- In-House Factory Test Completion Form

- ORT2 Test completion documentation
- Witnessed or waived PAT acceptance test results with final signoff
- Updated control system narratives
- Final HMI screenshots, PLC code, PLC I/O list

Assumptions

1. The City will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, perform construction observation, review payment applications, and perform other actions necessary for the completion of the construction.
2. The City will assign a project manager who will be the Jacobs' s main point of contact and will respond within ten business days of the date of each submittal. The City' s project manager will also provide continuous coordination between the different City' s departments (Operations, Management, Engineering, etc.).
3. The City will inform Jacobs' s staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e. g., alarms, assembly areas, etc.) prior to the site visits.
4. The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to the City and/ or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
5. Jacobs is not responsible for payment of any permit fees. all permit fees will be paid by the City or Contractor.
6. No materials testing or subconsultant services are provided in this Task Order.
7. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
8. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

9. All deliverables will be provided as electronic files in .pdf format.

10. Jacobs consultation, review, configuration, or study (as applicable) of City's software, hardware products or systems (collectively "City's System") in no way makes Jacobs responsible for the performance, operation or security of the City's System. Jacobs makes no warranty, whether expressed or implied, as to the viability or performance of City's System. Additionally, Jacobs cannot and does not provide any representation, warranty or guarantee that its services will ensure City's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. City is solely responsible for the security of City's System and Jacobs services do not in any way relieve City of any responsibility for the protection, firewalling, and/or overall security of City's System. Jacobs shall have no responsibility or liability for the security of the City's System and City shall indemnify and hold Jacobs harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of City's System at any time regardless of the source or cause thereof.

11. The existing HMI screens for the Banana River Booster Station will be used as the basis for developing updated HMI screens.

12. City will provide a PLC processor to Jacobs prior to the start of PLC code development.

13. It is the responsibility of the City to verify proper function and calibration of all existing equipment and existing wiring that is being re-used.

14. Process descriptions and functionality will be defined during the review meeting under Task 3.1 and documented in the control narratives. Once processes are defined, documented and agreed upon, any changes to the process will be an out-of-scope change per the provided level of effort estimate. Development and programming of those parts of the PLC software functionality and HMI defined in the control narratives will only commence when the control narratives are approved by the City. HMI screen development and programming will only commence when the draft HMI screens are approved by the City.

15. The base software version levels of SCADA and Siemens PLCs will be determined at the review meeting under Task 3.1 and frozen for the duration of the project. Updates to the base software are not included in this scope of work.

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17. SCADA training will be coordinated by the City and held at the Dyal Water Treatment Plant.

Schedule

Services during construction will commence after the City has issued Notice to Proceed to the selected Contractor and Jacobs and will last the duration of the construction process. Record drawings will be submitted to the City within 4 weeks of receipt of properly documented drawing markups from the Contractor.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
Task 1 – Services During Construction	1,452	$225,253
Task 2 – Permitting Services	68	$10,996
Task 3 – SCADA Integration and Programming	302	$64,938
Expenses & Subconsultants	N/A	$1,000
Totals:	**1,822**	**$302,187**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between Jacobs and the City.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for Jacobs Engineering Group Inc.
By:	By:
	Francois Didier Menard
Title:	Title: Vice President
Date:	Date: 09/22/2025

City of Cocoa Task Order 2026-59

Banana River Booster Station Chloramination Improvements - Services During Construction

Labor Hour Breakdown

	Project Manager	Senior Process Engineer	Process Mechanical Engineer	Process Mechanical Technician	Senior Electrical Engineer	Electrical Engineer	Electrical Technician	Structural Engineer	Structural Technician	Civil Engineer	Civil Technician	I&C Engineer	I&C Technician	Architect	Architect Technician	HVAC Engineer	Plumbing Engineer	Plumbing Technician	Lead Technician	Construction Services Coordinator	HMI Programmer	PLC Programmer	WIMS Programmer				
	Engineer 7	Engineer 5	Engineer 2	Technician 5	Engineer 5	Engineer 1	Technician 3	Engineer 5	Engineer 2	Engineer 6	Engineer 1	Engineer 6	Technician 3	Engineer 7	Engineer 2	Engineer 7	Engineer 5	Technician 5	Engineer 2	Technician 3	Engineer 7	Engineer 5	Engineer 6				
	$235.00	$199.00	$120.00	$169.00	$199.00	$110.00	$120.00	$199.00	$120.00	$218.00	$110.00	$218.00	$120.00	$235.00	$120.00	$235.00	$199.00	$169.00	$120.00	$120.00	$235.00	$199.00	$218.00		Labor Hours	Labor Fee	Expenses	Total Fee
Task 1 - Services During Construction																											
Task 1.1 Construction Observation and Coordination Support Services	102	48	315		8			8		4		4													489	$76,250	$1,000	$77,250
Task 1.2 Submittal Review	42	20	80		40	80		56		32	64	36		8		8	8			126					600	$93,690	$0	$93,690
Task 1.3 Contractor Clarifications and Changes	46	23	92																						161	$26,427	$0	$26,427
Task 1.4 Project Closeout and Record Drawings	8	8	40	20	8	8	20	4	8	4	16	8	20	2	4				20	4					202	$28,886	$0	$28,886
																								Task Subtotals:	**1,452**	**$225,253**	**$1,000**	**$226,253**
Task 2 - Permitting Services																											
Task 2 Permitting Services	8	4	4			4	4	4	4	4	4			4	4		4	4	12						68	$10,996	$0	$10,996
																								Task Subtotals:	**68**	**$10,996**	**$0**	**$10,996**
Task 3 - SCADA Integration and Programming																											
Task 3.1 SCADA Engineering	4																				12	20			36	$7,740	$0	$7,740
Task 3.2 Application Software Development	4																				40	80	16		140	$29,748	$0	$29,748
Task 3.3 Testing and Field Services	6																				60	60			126	$27,450	$0	$27,450
																								Task Subtotals:	**302**	**$64,938**	**$0**	**$64,938**

Total Labor Hours:	**1,822**
Total Labor Fee:	**$301,187**
Total Expenses:	**$1,000**
Total Fee:	**$302,187**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

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

Jacobs

City of Cocoa

Task Order 2026-59

Banana River Booster Station Chloramination Improvements - Services During Construction

Objective and Background

Under this Task Order, Jacobs Engineering Group Inc. (Jacobs) will provide engineering services during construction of the Banana River Booster Station Chloramination Improvements project. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020 and Second Amendment on July 23, 2024.

Scope of Work

Task 1 – Services During Construction

Jacobs will provide engineering services to support the City during the construction phase of the Banana River Booster Station Chloramination Improvements project as described in the subtasks below. Level of effort estimates for this task assume a 12-month construction project (including pre-construction activities) and 18 weeks of onsite construction activities.

Task 1.1 – Construction Observation and Coordination Support Services

Jacobs will perform field observations to review the progress and quality of the work for the purposes of determining general conformance to the design requirements of the construction contract and regulatory permits. Jacobs will provide the City with site visit reports that will include a written report and photographs of observed progress. Jacobs will maintain and log regular communications with the Contractor during the construction. Jacobs will not communicate directly with the Contractor's subcontractors.

Jacobs will provide onsite construction observation services for two days per week for the duration of the construction activities, which is assumed to be 18 weeks. Jacobs's observations shall not relieve the Contractor from the responsibility for performing the work in accordance with the contract for construction, and Jacobs shall not assume liability in any respect for the construction of the project. Jacobs shall not be responsible for the health or safety precautions of the Contractor or any other persons at the site except Jacobs's own personnel.

Jacobs will lead the project preconstruction meeting and construction progress meetings and will prepare meeting agendas and summaries for each meeting. It is assumed there will be progress meetings once per month prior to onsite construction activities, and once every two

weeks during active onsite construction activities. It is assumed there will be a total of 18, one-hour meetings for the duration of the contract.

Jacobs will review the contractor's applications for payment and compare them with the actual progress of work. Jacobs will review Contractor's progress schedule and progress photos with each application for payment. It is assumed there will be twelve applications for payment.

Task 1.1 Deliverables

- Construction site visit reports
- Preconstruction meeting agenda and summary
- Construction progress meeting agendas and summaries

Task 1.2 – Submittal Review

Jacobs will review and provide responses to the Contractor's submittals for general conformance with the design documents and general compliance with the requirements of the contract for construction. Jacobs will log and track all submittals. It is assumed there will be 42 submittals and 42 resubmittals for a total of 84 submittal reviews.

Task 1.2 Deliverables

- Submittal review responses

Task 1.3 – Contractor Clarifications and Changes

When requested, Jacobs will review the Contractor's Requests for Information (RFIs) or clarification of the contract for construction. Jacobs will coordinate such review with the City and issue responses to the request. It is assumed there will be no more than 8 responses to RFIs by Jacobs.

When requested, Jacobs will review Contractor-requested changes to the contract for construction. Jacobs will make recommendations to the City regarding the technical acceptability of the Contractor's request. It is assumed there will be no more than 3 Contractor-requested changes to the contract.

Jacobs will maintain a RFI and Change Order log for the project.

Task 1.3 Deliverables

- Responses to RFI's from the contractor, if any
- Responses to contractor requested changes, if any

Task 1.4 – Project Closeout and Record Drawings

Jacobs will attend a substantial completion walkthrough and final completion walkthrough with the contractor and the City. Jacobs will prepare a punch list of items requiring completion or correction for the contractor based on the substantial completion walkthrough. Jacobs will review punch list items for completion or correction at the final completion walkthrough and will make recommendations to the City regarding acceptance of the work.

Jacobs will revise the design drawings to reflect available record information provided by the contractor in the form of drawing markups. Jacobs will prepare and submit record drawings to the City.

Jacobs will submit final project documentation to the City including the submittals, RFIs and associated logs.

Task 1.4 Deliverables

- Punchlist and Final approval
- Submittal and RFI Log
- Record drawings.
- Approved shop drawings and all RFIs

Task 2 – Permitting Services

Jacobs will support the contractor in obtaining the Brevard County Building Department permit, by supplying conformed documents and answering a maximum of three RFIs from the building department. If necessary, drawing revisions will be made to address Building Department review comments.

At the completion of the project, Jacobs will coordinate the FDEP permit closeout and prepare the required certifications. This includes collecting and reviewing the necessary documentation to prepare Form 62-555.900, as well as completing any other requirements described in the FDEP construction permit (Permit Number 0124889-1206-WC). To allow partial start-up and calibrating of the equipment, Jacobs will submit for a partial clearance prior to final clearance. After the project is 100% complete and fully operational, Jacobs will prepare the final certification and clearance and submit to FDEP.

Task 2 Deliverables

Partial permit clearance application.

Final permit clearance application and complete for 62-555.900.

Task 3 – SCADA Integration and Programming

Jacobs will provide the design of the controls for the Banana River Booster Station Chloramination Improvements project, as the Automation Solution Provided (ASP). As a subcontractor to the Contractor, the Process Instrumentation and Control Subsystem (PICS) Supplier is responsible for the hardware and communication protocols connecting the new control panels to the plant SCADA and to all of the components noted in the construction contract. Jacobs will coordinate with the City and the PICS Supplier to develop the project control narratives, startup sequence, PLC code and Human Machine Interface (HMI) screens. The data will be packed and arranged in accordance with 40 90 01 Control System Configuration Standards.

This scope of work includes configuration of PLCs, HMI, OIT, Historian, PLC process logic configuration, HMI graphic linking and object animation, alarm configuration, trend configuration, HMI/PLC driver configuration, system testing, training, and commissioning of a complete system for the unit process areas as defined in this scope. The proposed services are described in detail in the following subtask descriptions.

The supplier brands are assumed to be Siemens 1500 series for PLCs, as specified in Section 40 90 00 of the bid documents, and Aveva Wonderware version 2023R2 for the HMI and Historian software to match the City's existing hardware and software.

Task 3.1 – SCADA Engineering

Jacobs will refine and further develop some components of the engineering design including the PLC Input/Output (I/O) list, the control strategy narratives, the sequence plan, and the IP address list as described below. Jacobs will coordinate a meeting with the City to review and finalize these items. A meeting agenda and summary will be provided to the City.

PLC I/O List

The instrumentation drawings provide documentation of linking data between PLC, field devices, and HMI. The ASP will develop the PLC I/O list based upon the instrumentation drawings and information provided as part of the panel drawings. An initial I/O list was developed under the hardware design project as a starting point. This task will continue the development and refinement of the PLC I/O list to include additional detail required for programming. Refinement of the I/O list includes validating the I/O list against actual PLC configuration to verify rack/slot/point basic configuration matches, verification against available wiring diagrams to identify I/O location discrepancies, and verification against available P&IDs to add design equipment tag identifiers.

Control Strategy Narratives

The software development team will use the control strategies developed during the design phase of work as the basis for software configuration. Additional detail will be developed as

required for programming. One meeting will be held with the City to review the control strategy prior to beginning software configuration.

Sequence Plan

Create the sequence plan to include software sequencing constraints and additional input from operations staff.

IP Address List

Refine the IP Address list to include software related changes. IP address list will be specific to only IP addresses required for this project.

Task 3.1 Deliverables:

- Updated PLC I/O list
- Updated control narratives
- Updated startup sequence plan
- Updated IP address list

Task 3.2 – Application Software Development

Jacobs will provide programming and configuration services as described below. The City will provide Jacobs a PLC processor for use in PLC programming prior to the start of code development. Existing City SCADA standards for PLC/HMI/Historian/tag standards will be used as the basis for software development.

PLC Programming

PLC programming scope includes the automation for all plant processes as defined in the control narratives. PLC logic and sequencing will be configured based on the latest version of the control system narrative document and the latest version of the I/O list at the time this contract is issued.

ASP will:

- Identify location (e.g. specific PLC) for control and calculation functions.
- Configure PLC-to-PLC data communication.
- Configure PLC – HMI data communications.
- Define PLC programming formats and configuration blocks.
- Assign objects to physical devices.
- Configure PLC alarm management.
- Configure PLC analog scaling.

- Configure automation logic based on control narratives.
- Define sequential logic and analog control requirements for special control strategies executed in the PLC.
- Define and configure virtual points required for HMI monitoring and control functions.
- Generate object and PLC programs for each PLC.
- Develop the PLC functional software requirements and define analog control loop tuning parameters.
- Configure PLC totalization calculations for current day and previous day totals for data that is typically used in reporting.
- Document programs.
- Spare or future equipment will not be configured.

HMI Programming

HMI programming will be performed based on the approved draft graphics, control narratives, and I/O list. HMI graphics and control faceplates will include, editing current Banana River Booster Station HMI graphic to reflect changes from the control narratives and support all new objects created by PLC programming. Additional control faceplates will be programmed to support new controls.

Jacobs will develop draft graphics for City review and approval. The draft graphics will be updated based on City provided comments and the design concept will be frozen. The final graphics will be linked to the appropriate objects in the PLCs. Specific information that is required to support the auto controls (sequences, setpoints, lead/lag selections) will be added. The following tasks will be completed:

- Develop draft and final graphics.
- Configure graphic animation and database.
- Link equipment displays to appropriate popups.
- Develop new graphics to support automation controls and sequences.
- Configure additional alarm parameters to support modifications.

Historical Data Configuration

Historical data consists of data that is required for trending of analog values to analyze process performance and selected critical digital data. Jacobs will configure the new HMI objects to historize as defined in the HMI standards.

OIT Configuration Services

Jacobs will program and configure the OIT for the Banana River Booster Station. Including all objects and controls for the station. Existing and new objects will be included in this scope for the OIT programming. Jacobs will provide draft graphics for City review similar to the AVEVA HMI graphics. Once these graphics have been approved by the City, they will be "locked in" and only minior adjustments will be made from that point forward.

Hach WIMS Configuration

Jacobs will modify existing WIMS reports for Banana River Booster Station data. No new reports will be developed.

Task 3.2 Deliverables:

- Annotated and documented PLC logic files
- Draft HMI Screenshots for review. HMI and OIT screens.

Task 3.3 – Testing and Field Services

Control system application software testing will consist of In-House software testing, field Operational Readiness Testing Part 2 (ORT2), and field Performance Acceptance Testing.

Prior to testing, Jacobs will develop and submit to the City of Cocoa a test plan. City of Cocoa will have two weeks to review the test plan. Upon receipt of the comments from the test plan, Jacobs will revise the test plan to incorporate appropriate comments.

In House Application Software and HMI Layer Testing

In-House Software testing will be performed by Jacobs throughout the development of the application software at Jacobs's office. This testing will confirm control system algorithms based upon narrative requirements and the I/O list. The testing will demonstrate the interaction of control strategies with graphic displays, as well as simulate calculated points and I/O points to verify that the database is properly configured. Alarm points will be verified for proper message, priority, and trigger value.

One In-House application software test will be performed prior to loading software in the field. The purpose of the test is to demonstrate that the control system application software is complete and ready for installation at the plant site. City staff will witness the In-House software testing and provide comments for any software deficiencies and correction by Jacobs. The criteria for acceptance of control system strategies is based upon the previously agreed upon control system narrative criteria and I/O documents. All items found deficient will be corrected and re-tested by ASP.

To aid in the in-house application software testing, a simulation program file will be developed to provide appropriate limit switch feedback, equipment run status feedback, and appropriate analog data entry values.

HMI Layer hardware will be connected similar to the field design to allow the development system equipment to function similar to the field installation. Testing includes verification of

communication between devices, configuration of each device, and proper verification of system level function.

Field Testing

The field services under this task cover Operational Readiness Testing (ORT) and Field Performance Acceptance Testing (PAT). The ORT consists of two phases:

- ORT1 – Prior to loading software at the plant site, PICS Supplier will complete the following tests witnessed by ASP or City: calibration of new instruments (only new instruments included in the Construction Contract), installation of all PLCs/HMI and remote I/O, communication verification of all PLCs/HMI and remote I/O, I/O checkout (including verification of instrument scaling) from the field device to the PLC, and local field testing of all equipment in the local manual mode. ASP has no scope for ORT1.
- ORT2 – The purpose of this testing is to confirm that the control system including application software is ready for operation in local mode with remote monitoring and in remote manual mode from the HMI system. ORT1 will be completed by PICS Supplier prior to start of ORT2. In a combined effort with the startup team, ASP will verify that the I/O assignment is correct by performing an I/O checkout from the field device, to PLC, and to HMI displays. Verify analog scaling is correct, all modes of local and remote manual operation function correctly and verify the passing of data between all PLCs and HMI. During this testing, each part of the control system will be operated with live process (where appropriate and practical) to verify correct functionality. City will be required to sign-off each test completed or waive the City's witness requirement. Any items identified as ASP deficient will be corrected, re-tested, and verified. ASP will also perform a witnessed PAT at the plant site with City to verify remote automatic control functions work satisfactory. Testing for the remote automatic control functions will be based upon the current approved control system narrative document and I/O list. Each unit process area will be tested on a loop-by-loop basis to verify correct remote automatic functions. This test is similar to the remote auto testing that was performed in the in-house software test but is based on the field inputs and outputs and not simulation.

City and the startup team will witness the PAT or waive City witness test requirement. Any items identified as deficient when compared to the agreed upon narrative will be corrected, re-tested, and verified. Completion of the PAT provides acknowledgement that application programming is complete and satisfies the requirements of the narrative for the scope of work.

During the development and commissioning of the PLC and HMI code, modifications will be made as needed to documentation. ASP will provide one final update to relevant documentation at the completion of the PAT testing.

Task 3.3 Deliverables:

- In-House Factory Test Completion Form

- ORT2 Test completion documentation
- Witnessed or waived PAT acceptance test results with final signoff
- Updated control system narratives
- Final HMI screenshots, PLC code, PLC I/O list

Assumptions

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Approved for City of Cocoa	Accepted for Jacobs Engineering Group Inc.
By:	By:
	Francois Didier Menard
Title:	Title: Vice President
Date:	Date: 09/22/2025

City of Cocoa Task Order 2026-59

Banana River Booster Station Chloramination Improvements - Services During Construction

Labor Hour Breakdown

	Project Manager	Senior Process Engineer	Process Mechanical Engineer	Process Mechanical Technician	Senior Electrical Engineer	Electrical Engineer	Electrical Technician	Structural Engineer	Structural Technician	Civil Engineer	Civil Technician	I&C Engineer	I&C Technician	Architect	Architect Technician	HVAC Engineer	Plumbing Engineer	Plumbing Technician	Lead Technician	Construction Services Coordinator	HMI Programmer	PLC Programmer	WIMS Programmer				
	Engineer 7	Engineer 5	Engineer 2	Technician 5	Engineer 5	Engineer 1	Technician 3	Engineer 5	Engineer 2	Engineer 6	Engineer 1	Engineer 6	Technician 3	Engineer 7	Engineer 2	Engineer 7	Engineer 5	Technician 5	Engineer 2	Technician 3	Engineer 7	Engineer 5	Engineer 6				
	$235.00	$199.00	$120.00	$169.00	$199.00	$110.00	$120.00	$199.00	$120.00	$218.00	$110.00	$218.00	$120.00	$235.00	$120.00	$235.00	$199.00	$169.00	$120.00	$120.00	$235.00	$199.00	$218.00		Labor Hours	Labor Fee	Expenses	Total Fee
Task 1 - Services During Construction																											
Task 1.1 Construction Observation and Coordination Support Services	102	48	315		8			8		4		4													489	$76,250	$1,000	$77,250
Task 1.2 Submittal Review	42	20	80		40	80		56		32	64	36		8		8	8			126					600	$93,690	$0	$93,690
Task 1.3 Contractor Clarifications and Changes	46	23	92																						161	$26,427	$0	$26,427
Task 1.4 Project Closeout and Record Drawings	8	8	40	20	8	8	20	4	8	4	16	8	20	2	4				20	4					202	$28,886	$0	$28,886
																								Task Subtotals:	**1,452**	**$225,253**	**$1,000**	**$226,253**
Task 2 - Permitting Services																											
Task 2 Permitting Services	8	4	4			4	4	4	4	4	4			4	4		4	4	12						68	$10,996	$0	$10,996
																								Task Subtotals:	**68**	**$10,996**	**$0**	**$10,996**
Task 3 - SCADA Integration and Programming																											
Task 3.1 SCADA Engineering	4																				12	20			36	$7,740	$0	$7,740
Task 3.2 Application Software Development	4																				40	80	16		140	$29,748	$0	$29,748
Task 3.3 Testing and Field Services	6																				60	60			126	$27,450	$0	$27,450
																								Task Subtotals:	**302**	**$64,938**	**$0**	**$64,938**

Total Labor Hours:	**1,822**
Total Labor Fee:	**$301,187**
Total Expenses:	**$1,000**
Total Fee:	**$302,187**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

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

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

13. Studies related to water treatment and quality;

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

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

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

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

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

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

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

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

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

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

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

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

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

10.0 INSURANCE

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

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

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

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

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

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

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

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

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

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

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

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

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

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

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

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

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

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
FRANCOIS MENARD 10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

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

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

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to $7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

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

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

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)

Vice President	Mayor
(Title)	(Title)
07/23/2024	
Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, City Clerk

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

RESOLUTION NO.2025-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Regular meeting held on September 16, 2025; and

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

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

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

SECTION 1. The 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 14th day of October 2025.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2026- 008-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: Utilities/4055 DATE PREPARED: 10/3/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 302,187	424-0000-389-99-50	WS18BR	FUND BAL-APPROP. RESERVES			$ 302,187	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 302,187	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 302,187	424-4055-536.63-00	WS18BR	INFRASTRUCTURE (Jacobs Services)			$ 302,187	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
						$ 0	
$ 302,187	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To give Budget for Jacobs engineering services on the Banana River Improvement Project (WS18BR) in the amount of $302,187 The Use of Fund Balance here is coming from Project# WS1201, and only the balance of that project will roll into FY2026 Project. Agenda# 2025-946

City Council Approval Needed? Yes. (●) No. ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 025-072

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

David Veloza Digitally signed by David Veloza Date: 2025.10.03 14:20:05 -04'00'
Requestor's Signature

Zoie Badalov Digitally signed by Zoie Badalov Date: 2025.10.03 14:44:59 -04'00'
Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2025.10.03 14:35:10 -04'00'
Department Director's Signature

Lora Howell Digitally signed by Lora Howell Date: 2025.10.06 08:39:38 -04'00'
Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

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

Revised eform 9/23/24 - FN

CITY COUNCIL AGENDA ITEM

Memo Date:	October 2, 2025
Agenda Date:	October 14, 2025
File ID:	2025-949
Prepared By:	Lorne Stinnett, HR Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Approval to transition Group Medicare Advantage Plan Coverage for eligible retirees age 65 and over from United Healthcare to Humana, effective January 1, 2026, to December 31, 2026, and payments to eligible retirees for Medicare Part B reimbursement. This is a multi-year agreement that spans nine months in FY 26 and three months in FY 27.

BACKGROUND:

On November 24, 2009, the Cocoa City Council created Resolution 2009-150, amending Resolution 2008-133, which requires Medicare-eligible retirees to elect the City's selected Medicare Insurance Plan for health insurance coverage. The resolution also requires Medicare eligible retirees to elect both Medicare Parts A & B. Although Medicare Part A is at no cost to the retiree, the City reimburses eligible retirees on a quarterly basis for the cost of Medicare Part B. The City also pays Medicare Advantage premiums for eligible retirees. Due to hospital limitations in the local area, on June 23, 2015, Council approved a multi-year contract to replace the previous provider of Aetna for Medicare Advantage Plans with United Healthcare (UHC). Since that time, the City has renewed annually with UHC covering the 2016–2025 plan years. Medicare plans are regulated by the Centers for Medicare and Medicaid Services (CMS).

The quote to renew with UHC for plan year 2026 was quoted at a 26.4% increase. The City evaluated alternate coverage offerings from UHC along with comparable coverage with Humana. The City is recommending a change to the Humana Passive PPO Medicare Advantage plan at a total annual premium of $588,010. This option will result in a 4.3% increase from our 2025 premium of $563, 530. There will be no increase to deductibles or out-of-pocket maximums for City retirees with this proposed change.

The annual premium costs do not include the quarterly reimbursements of Medicare Part B to eligible retirees. The current 2025 standard Medicare Part B premium amount is $185.00 per month. Medicare sets the Part B rates on a calendar year basis and the 2026 calendar year rates have not been set. Staff has estimated a premium increase in the proposed budget. Summary of FY2026 estimated budget expenses based on current enrollment for retirees paid by the City:

Fund	Humana Advantage Plan	Part B Reimbursement	FY 26 Total
General	$400,302.00	$159,831.00	$560,133.00
Water/Sewer	$120,726,00	$50,740.00	$171,466.00

City Staff and the Gehring Group considered the renewal projections, the overall satisfaction with the plan on the part of the retirees and recommends the change from United Healthcare to Humana for the Medicare Advantage Plans for the 2025-2026 plan year. Attached to the agenda is the evaluation summary.

STRATEGIC PLAN CONNECTION:
Containing the City's health insurance costs for current and retired employees helps maintain financial sustainability for the City. Additionally, this aids in improving employee retention to help retain employees in the City of Cocoa for a long tenure.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
Budgeted? Yes

Source/Use of Funds FY 2026 Budget. This contract begins in Calendar Year, not Fiscal Year

Account Number	Amount
001-1600-513.23-02	$560,133
421-4010-536.23-02	$171,466

PREVIOUS ACTION:
Council approved, at the regular Council meeting held on September 24, 2024, the multi-year renewal with United Healthcare for Medicare Advantage Health Insurance Plans for eligible retirees 65 and over from January 1, 2025, to December 31, 2025.

RECOMMENDED MOTION:
Approval to transition Group Medicare Advantage Plan Coverage for eligible retirees age 65 and over from United Healthcare to Humana, effective January 1, 2026, to December 31, 2026, and payments to eligible retirees for Medicare Part B reimbursement. This is a multi-year agreement that spans nine months in FY 26 and three months in FY 27.

City of Cocoa
Group Medicare Advantage Plan - Retiree
Effective Date: January 1, 2026

	Current		Renewal	
Summary of Benefits	**2025**		**2026**	
Carrier	**UnitedHealthcare**		**Humana**	
Network Name	**Medicare Advantage National PPO Plan**		**Passive PPO 079 827 with Standard Rx337**	
Annual Deductible	**In Network**	**Out of Network**	**In Network**	**Out of Network**
Individual	$250		**$0**	
Out-of-Pocket Maximum				
Individual	$1,500		$1,500	
Office Visits				
Primary Care Physician	$15	$15	$15	$15
Specialist	$25	$25	$25	$25
Virtual Visits (PCP/Specialist)	$15	$15	**$0** / **$25**	**$0** / **$25**
Preventive Services (Medicare-covered)	$0	$0	$0	$0
Non Hospital Services			Freestanding/Outpatient	Freestanding/Outpatient
Clinical Lab Service	$10	$10	**$0**	**$0**
X-ray Services	$10	$10	**$0**	**$0**
Diagnostic Radiology Service	$20	$20	**$0**	**$0**
Urgent Care	$10	$10	**$25**	**$25**
Hospital Services				
Inpatient Hospital *per admit*	$250	$250	**$0**	**$0**
Outpatient Surgery	$100	$100	**$0**	**$0**
Physician Services	$100	$100	**$0**	**$0**
Emergency Room *(waived if admitted)*	$65	$65	$65	$65
Ambulance	$50	$50	**$0**	**$0**
Mental Health/Substance Abuse				
Inpatient Hospital (190 days max)	$250	$250	**$0**	**$0**
Outpatient Services	$55	$55	**$0**	**$0**
Outpatient Office Visit - Individual/Group	$15 / $25	$15 / $25	**$15**	**$15**
Other Services				
Diabetic Monitoring Supplies	$0	$0	$0	$0
Durable Medical Equipment	$20	$20	**10%**	**10%**
Hearing Aid Allowance (Every 36 Months)	$500	Not Covered	**$1,000**	Not Covered
Home Care Visits	$0	$0	$0	$0
Skilled Nursing Facility (Day 1 - 20)	$0	$0	$0	$0
Skilled Nursing Facility (Day 21 - 100)	$0	$0	$0	$0
Prescription Drugs (Current/BronzeRX)	*Standard Plan C13 - Group Select Formulary H*		*Group Plus Formulary - PDG 19*	
Initial Coverage Stage	*$0 through $2,000*		*$0 through* ***$2,100***	
Rx Deductible	$250	Not Covered	**$0**	Not Covered
Tier 1: Generic / Preferred Generic	$15	Not Covered	**$10**	Not Covered
Tier 2: Preferred Brand	$20	Not Covered	$20	Not Covered
Tier 3: Non-Preferred Brand	$35	Not Covered	$35	Not Covered
Tier 4: Specialty	$35	Not Covered	$35	Not Covered
90 day supply (Retail) Excl. Specialty	$45 / $60 / $105	Not Covered	**$20 / $40 / $70**	Not Covered
90 day supply (Mail Order) Excl. Specialty	$30 / $40 / $70	Not Covered	**$20 / $40 / $70**	Not Covered
Catastrophic	*$2,000 and greater*		***$2,100*** *and greater*	
Generic	$0	Not Covered	$0	Not Covered
All Other Rx Drugs	$0	Not Covered	$0	Not Covered
Total Premium - Per Member	**$460.40**		**$480.40**	

RESOLUTION 2009- 150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2008-133 TO INCLUDE A 100 PERCENT HEALTH INSURANCE PREMIUM BENEFIT FOR EMPLOYEES SERVING ON THE EXECUTIVE MANAGEMENT TEAM UPON RETIREMENT FROM THE CITY AND UNDER THE TERMS AND CONDITIONS STATED HEREIN; RESTATING THE CITY'S POLICY FOR PROVIDING HEALTH INSURANCE PREMIUM BENEFITS, WHICH HAS BEEN PREVIOUSLY ADOPTED BY THE CITY COUNCIL AND AS AMENDED BY THIS RESOLUTION, FOR ADMINISTRATIVE PURPOSES AND CONVENIENCE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City's policy for providing health insurance premium benefits ("HIPB"), was restated for convenience and administrative purposes pursuant to Resolution 2008-133; and

WHEREAS, in addition to the City Manager, the City also currently employs a management team consisting of the Deputy City Manager, City Clerk, Department Directors, and Deputy Department Directors (hereinafter "Executive Management Team"); and

WHEREAS, the City Council desires to amend Resolution 2008-133 to include a 100 % health insurance premium benefit to employees of the Executive Management Team, for the employee's lifetime, under the terms and conditions set forth in this Resolution; and

WHEREAS, the City Council deems it is in the best interests of the public health, safety, and welfare to also restate the City's HIPB policy for convenience and administrative purposes.

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 deemed true and correct and are incorporated herein by this reference as part of this Resolution.

SECTION 2. HIPB Policy Amended and Restated. The City's policy regarding health insurance premium benefits ("HIPB"), as previously restated and approved by Resolution 2008-133, is hereby restated with amendments regarding the Executive Management Team in underlined and ~~strikeout~~ print as follows:

Section 1. Intent and Purpose. It is hereby declared to be the intent and purpose of this resolution as follows:

(a) To provide authority to pay health insurance premiums for the City's group insurance policy ("Group Insurance"), and the City's Medicare supplement policy ("Supplement to Medicare") in limited circumstances, to cover City employees taking normal or disability retirement, providing the eligibility requirements and terms and conditions proscribed herein are fully satisfied.

(b) To distinguish those employees employed by the City between February 11, 1986 and January 14, 1992 and those hired by the City after January 14, 1992 because, in fairness, the January 14, 1992 policy change should not be applied retroactively - thereby employees employed during the time period between February 11, 1986 and January 14, 1992 shall be provided an opportunity to participate in the prior policy (100% Benefit, infra) originally offered them.

(c) To provide any retiree the right to decline, in writing, the benefit provided herein and such declination shall be deemed immutable and permanent.

(d) To prohibit all City employees hired (as either a first time or rehired employee) after January 14, 1992 from being eligible for the 100% benefit, even if a rehired employee was previously employed between February 11, 1986 and January 14, 1992.

(e) To provide a 100% retirement benefit to employees serving on the Executive Management Team as a retention and recruitment benefit under the terms and conditions stated herein.

Section 2. One Hundred Percent (100%) Benefit. The City shall pay health insurance premiums for full-time City employees employed by the City during the time period between February 11, 1986 and January 14, 1992, for the employee's lifetime, upon normal or disability retirement, and for employees serving on the Executive Management Team upon executive management retirement, and under the following terms and conditions:

(a) The City shall pay for each employee one hundred percent (100%) of the health insurance premium for the Group Insurance until the retiree reaches age 65 or otherwise becomes eligible for Medicare, whichever comes first. When the retiree reaches age 65 or otherwise becomes eligible for Medicare, the retiree must enroll in Medicare Part A and B and the City's Medicare Supplement Plan, within thirty (30) days of becoming eligible for Medicare, in order to continue receiving the lifetime health insurance premium benefit paid by the City. Upon timely enrollment in Medicare Part A and B and the City's Medicare Supplement Plan, the City will be responsible for paying the actual cost of the Medicare Supplement Plan and will reimburse the retiree, on a quarterly basis, for the actual cost of Medicare Part B. However, the Medicare Part B reimbursement, when combined with the cost of the Medicare Supplement Plan paid by the City, shall not exceed the cost of the health insurance premium provided to individual City employees under the Group Insurance ("Reimbursement Allowance"). Any cost in excess of the Reimbursement Allowance shall be paid by the retiree. Notwithstanding, upon becoming eligible for Medicare, the retiree may decline to participate in the City's Medicare Supplement Plan and choose to continue to participate in the Group Insurance at retiree's expense. Medicare shall become the retiree's primary health insurance carrier and any health insurance provided by the City hereunder shall be considered as a Supplement

to Medicare. When the retiree's dependents reach age 65 or otherwise become Medicare eligible, whichever comes first, the dependent shall be eligible to participate in the City's Medicare Supplement Plan instead of Group Insurance under the terms and conditions of the Medicare Supplement Plan. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred percent (100%) of the premiums.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and fire fighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(c) For purposes of this section, "executive management retirement" shall mean:

(1) The employee must be employed with the City in a full-time capacity for a minimum of ten (10) consecutive years; and

(2) Upon retirement from the City, the employee must be serving in the capacity of a member of the Executive Management Team and must have served as part of the Executive Management Team for at least five (5) years; and

(3) Upon retirement from the City, the employee must be at least fifty-five (55) years of age or older.

(cd) Except for employees serving on the Executive Management Team as provided in subparagraph (c), Tthe100% benefit provided in this section shall be further limited to only those employees employed between February 11, 1986 and January 14, 1992 and who have either retired during that time period or retired subsequent to January 14, 1992 and were continuously employed by the City until retirement. Any employee previously employed during that time period, but who had employment terminated for any reason, shall not be eligible for the 100% benefit if they subsequently are rehired after January 14, 1992.

Section 3. Fifty Percent (50%) Benefit. The City shall pay health insurance premiums for full-time City employees hired after January 14, 1992, upon normal or disability retirement and under the following terms and conditions:

(a) The City shall pay for each retiree fifty percent (50%) of the health insurance premium for the Group Insurance until the retiree reaches the age of 65 or becomes eligible for Medicare, whichever occurs first, at which time all health insurance premium payments by the City shall cease. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred

percent (100%) of the premiums. Employees retiring under disability shall meet Social Security rules for one hundred percent (100%) disability and draw Social Security.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and firefighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time, and the employee has completed at least 25 years of credited service.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

Section 4. City Manager Authority. The City Manager shall have the authority, when it is determined in the best interest of the City, to offer an early retirement health insurance benefit to any of the employees listed on Appendix A. Eligible employees will be able to retire early without losing their 100% paid health insurance benefits as long as they are within five (5) years of one of the eligibility criteria for retirement (years of service or age).

SECTION 3. Reservation of Rights. The City Council hereby reserves the right, at its discretion, with or without cause, to amend, modify, alter or repeal, in whole or in part, any term or condition contained in this Resolution.

SECTION 4. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council are hereby repealed.

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

SECTION 6. Effective Date. This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 24th day of November, 2009.

Michael C. Blake

Michael Blake, Mayor

ATTEST: Marie Healy for

Joan Clark, City Clerk

City of Cocoa
Group Medicare Advantage Plan - Retiree
Effective Date: January 1, 2026

	Current		Alternate Option #3	
Summary of Benefits	**2025**		**2026**	
Carrier	**UnitedHealthcare**		**Humana**	
Network Name	**Medicare Advantage National PPO Plan**		**Passive PPO 079 827 with Standard Rx337**	
Annual Deductible	**In Network**	**Out of Network**	**In Network**	**Out of Network**
Individual	$250		**$0**	
Out-of-Pocket Maximum				
Individual	$1,500		$1,500	
Office Visits				
Primary Care Physician	$15	$15	$15	$15
Specialist	$25	$25	$25	$25
Virtual Visits (PCP/Specialist)	$15	$15	**$0** / **$25**	**$0** / **$25**
Preventive Services (Medicare-covered)	$0	$0	$0	$0
Non Hospital Services			Freestanding/Outpatient	Freestanding/Outpatient
Clinical Lab Service	$10	$10	**$0**	**$0**
X-ray Services	$10	$10	**$0**	**$0**
Diagnostic Radiology Service	$20	$20	**$0**	**$0**
Urgent Care	$10	$10	**$25**	**$25**
Hospital Services				
Inpatient Hospital *per admit*	$250	$250	**$0**	**$0**
Outpatient Surgery	$100	$100	**$0**	**$0**
Physician Services	$100	$100	**$0**	**$0**
Emergency Room *(waived if admitted)*	$65	$65	$65	$65
Ambulance	$50	$50	$50	$50
Mental Health/Substance Abuse				
Inpatient Hospital (190 days max)	$250	$250	**$0**	**$0**
Outpatient Services	$55	$55	**$0**	**$0**
Outpatient Office Visit - Individual/Group	$15 / $25	$15 / $25	**$15**	**$15**
Other Services				
Diabetic Monitoring Supplies	$0	$0	$0	$0
Durable Medical Equipment	$20	$20	**10%**	**10%**
Hearing Aid Allowance (Every 36 Months)	$500	Not Covered	**$1,000**	Not Covered
Home Care Visits	$0	$0	$0	$0
Skilled Nursing Facility (Day 1 - 20)	$0	$0	$0	$0
Skilled Nursing Facility (Day 21 - 100)	$0	$0	$0	$0
Prescription Drugs (Current/BronzeRX)	*Standard Plan C13 - Group Select Formulary H*		*Group Plus Formulary - PDG 19*	
Initial Coverage Stage	*$0 through $2,000*		*$0 through **$2,100***	
Rx Deductible	$250	Not Covered	**$0**	Not Covered
Tier 1: Generic / Preferred Generic	$15	Not Covered	**$10**	Not Covered
Tier 2: Preferred Brand / Generics	$20	Not Covered	$20	Not Covered
Tier 3: Non-Preferred Brand / Pref. Brand	$35	Not Covered	$35	Not Covered
Tier 4: Specialty / Non-Preferred Brand	$35	Not Covered	$35	Not Covered
Tier 5: Specialty	N/A	N/A	N/A	N/A
90 day supply (Retail) Excl. Specialty	$45 / $60 / $105	Not Covered	**$20 / $40 / $70**	Not Covered
90 day supply (Mail Order) Excl. Specialty	$30 / $40 / $70	Not Covered	**$20 / $40 / $70**	Not Covered
Catastrophic	*$2,000 and greater*		***$2,100** and greater*	
Generic	$0	Not Covered	$0	Not Covered
All Other Rx Drugs	$0	Not Covered	$0	Not Covered
Net Premium 102	**$460.40**		**$480.40**	
ACA Insurer Fee	**$0.00**		**$0.00**	
Total Premium	**$460.40**		**$480.40**	
Monthly Premium	**$46,961**		**$49,001**	
Total Annual Premium	**$563,530**		**$588,010**	
Dollar Change	-		**$24,480**	
% Change	-		**4.3%**	

CITY COUNCIL AGENDA ITEM

Memo Date:	October 2, 2025
Agenda Date:	October 14, 2025
File ID:	2025-950
Prepared By:	Tony Jones, Fleet Manager
Through:	Abigail Morgan, Public Works Director
Requested Action:	Approve the purchase of 20 vehicles and a street sweeper under the FY 2026 Capital Vehicle Improvement Program in the total amount of $1,238,488.03; authorize the purchase of Ford vehicles from Cocoa Ford under the Brevard County Public Entity Purchasing Contract No. 25-0217-B-HD and the street sweeper from Schwarze Industries under Sourcewell Contract No. 093021-SWZ; and Approve a Resolution Amending the FY 26 Budget, BAF 26-009-A, adding two new vehicles in the Building Fund and shoring up the costs for replacement vehicles in the Streets and Stormwater Divisions.

BACKGROUND:

The City of Cocoa's Capital Vehicle Improvement Program implements a systematic replacement of vehicles and equipment to minimize maintenance costs, reduce downtime, and prevent equipment obsolescence. This program also ensures that departments benefit from newer technology, improved safety features, and more fuel-efficient vehicles.

As part of the FY 2026 Capital Vehicle Improvement Program, several vehicles have been identified for replacement across multiple City departments, and two additional new vehicles are needed to support the operational needs of the City's Code Enforcement Department. The proposed purchases are summarized in the table below:

Department	Quantity	Year	Make	Model	Unit Price	Total Cost
WFO (4025)	2	2026	Ford	F150 Regular Cab	$36,904.00	$73,808.00
Fire (2200)	1	2026	Ford	F150 Crew Cab	$58,414.59	$58,414.59
Police (2100)	3	2025	Ford	Explorer PIU	$63,059.84	$189,179.52
Storm Water (3570)	1	2025	Ford	F250 Super Cab	$52,539.00	$52,539.00
Streets (3510)	1	2025	Ford	F250 Super Cab	$52,539.00	$52,539.00
Meter Readers (1515)	6	2025	Ford	Maverick Hybrid	$29,148.53	$174,891.18
Code	2	2025	Ford	Maverick	$29,148.53	$58,297.06

Enforcement (3232)				Hybrid		
WFO (4025)	2	2025	Ford	Transit Cargo Van	$50,008.43	$100,016.86
Police (2100)	2	2025	Ford	Explorer PIU	$61,951.91	$123,903.82
Storm Water (3570)	1	2025	International	A7SE Tornado Sweeper	$354,900.00	$354,900.00

Total Estimated Cost: $1,238,488.03

All Ford vehicles will be purchased from **Cocoa Ford** utilizing the **Brevard County Public Entity Purchasing Contract No. 25-0217-B-HD**, which provides competitive pricing for participating agencies.

The **International A7SE Tornado Sweeper** will be purchased from **Schwarze Industries** through **Sourcewell Contract No. 093021-SWZ**, ensuring compliance with City procurement requirements and leveraging national cooperative pricing.

To provide sufficient funding for the vehicle replacement projects, staff is requesting approval of the following budget transfers:

- **Shift $1,540** from the **Safe Route to School Project (CA2602)** to the **Truck #24 Replacement Project (CA2601)**.
- **Transfer $6,440** from **Cured-in-Place Pipe Lining (SW08PL)** to **Machinery and Equipment (CA2601)**.

These budget transfers will align available funds to support the planned vehicle acquisitions.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
Budgeted? Partially

BAF 26-009-A
Source/Use of Funds

Account Number	Amount
General Fund (Streets)	
001-3510-541.64-00	($1,540) - From the CA2602 Project for Signage.
001-3510-541.64-00	$1,540 - CA2601

Building (Code)

107-0000-389.99-50	$58,298
107-3232-524.64-00	$58,298 - CA2601

Stormwater

423-3570-535.63-00	($6,440) - SW08PL
423-3570-535.64-00	$6,440 - CA2601

PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Approve the purchase of 20 vehicles and a street sweeper under the FY 2026 Capital Vehicle Improvement Program in the total amount of $1,238,488.03; authorize the purchase of Ford vehicles from Cocoa Ford under the Brevard County Public Entity Purchasing Contract No. 25-0217-B-HD and the street sweeper from Schwarze Industries under Sourcewell Contract No. 093021-SWZ; and Approve a Resolution Amending the FY 26 Budget, BAF 26-009-A, adding two new vehicles in the Building Fund and shoring up the costs for replacement vehicles in the Streets and Stormwater Divisions.

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

PQF

VEHICLE SPECIFICATION SHEET - SUBMIT 1 FOR EACH VEHICLE QUOTED

REQUESTOR - ENTITY/LOCATION NAME:	City of Cocoa
ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
PHONE#:	321-433-8766
CONTACT NAME:	TONY JONES
EMAIL:	tjones@cocoafl.gov
Date of Request:	Signature of Requestor :

BIDDER/CONTRACTOR COMPANY NAME:	SAG LLC DBA COCOA FORD
ADDRESS:	1360 W KING ST COCOA FL, 32922
PHONE#:	8125930291
CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted: 5/14/2025	Signature of Contractor:

SECTION A - THIS SECTION SHOULD BE USED FOR LISTING THE VEHICLE INFORMATION, CONTRACTOR'S COST, COST PLUS PERCENTAGE & AMOUNTS, ALONG WITH FACTORY REBATES/INCENTIVES AVAILABLE.

BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
2025	F150 RED RESPONDER FIRE	FORD	W1P	

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$52,497.00	0%	$0	$52,497.00	

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
FVS UPFIT-FIRE CHIEF	1	$9,517.59			$9,517.59
				TOTAL COST (Identified Options)	$9,517.59

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed		TOTAL PRICE
Administrative/Dealer Fees (NTE $500)					
Tag & Title Fees (includes tire & battery fee)					
Title/Tag, Registration Outside Service Fees					
Dealer Delivery Fees(if applicable)					
Installation Charges (if applicable)					
Extended Warranty (if applicable)					
Other Allowable Fees					
Other Allowable Fees					
				TOTAL COST (Other Charges)	$0.00

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
				TOTAL COST (Other Charges)	$0.00

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
GOVERNMENT PRICE CONCESSION		-$3,600.00	($)		-$3,600.00
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
				TOTAL (REBATES AND INCENTIVES)	-$3,600.00

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A	$45,000.00			$52,497.00
OEM AND NON-OEM OPTIONS ADDED	B	$9,517.59			$9,517.59
OTHER CHARGES	C				
BODY TRANSFER/3RD PARTY INSTALLATIONS	D				
REBATES AND OTHER FACTORY INCENTIVES	E	-$3,600.00			-$3,600.00
				GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)	$58,414.59

Delivery Terms/Instruction and Tag, Title & Vehicle Registrtaion Instructions

The CUSTOMER must provide clear delivery, tag, title and vehicle registration/plate transfer instructions as appliable in the space provided below. Please include any other instruction or information relavent to the order.

Quote Accepted by:		Date PO Sent to Contractor		Enter PO#	

CONTRACTOR must supply the delivery information requested below when applicable

Factory Order and/or 3rd Party Installation ETA:	

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

PQF
VEHICLE SPECIFICATION SHEET - SUBMIT 1 FOR EACH VEHICLE QUOTED

REQUESTOR - ENTITY/LOCATION NAME:	CITY OF COCOA
ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
PHONE#:	321-433-8766
CONTACT NAME:	TONY JONES
EMAIL:	TJONES@COCOAFL.GOV
Date of Request:	Signature of Requestor :

BIDDER/CONTRACTOR COMPANY NAME:	SAG LLC DBA COCOA FORD
ADDRESS:	1360 W KING ST COCOA FL, 32922
PHONE#:	8125930291
CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted:	Signature of Contractor:

SECTION A - THIS SECTION SHOULD BE USED FOR LISTING THE VEHICLE INFORMATION, CONTRACTOR'S COST, COST PLUS PERCENTAGE & AMOUNTS, ALONG WITH FACTORY REBATES/INCENTIVES AVAILABLE.

BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
2026	2WD REG CAB F150	FORD	F150	F1K

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$39,404.00	0%	$0	$0.00	

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
			0.00%	$0.00	
				TOTAL COST (Identified Options)	$0.00

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed		TOTAL PRICE
Administrative/Dealer Fees (NTE $500)					
Tag & Title Fees (includes tire & battery fee)					
Title/Tag, Registration Outside Service Fees					
Dealer Delivery Fees(if applicable)	(1)				
Installation Charges (if applicable)					
Extended Warranty (if applicable)					
Other Allowable Fees					
Other Allowable Fees					
				TOTAL COST (Other Charges)	$0.00

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
				TOTAL COST (Other Charges)	$0.00

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
GOVERNMENT PRICE CONCESSION		($)	($)		-$2,500.00
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
				TOTAL (REBATES AND INCENTIVES)	-$2,500.00

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A				$39,404.00
OEM AND NON-OEM OPTIONS ADDED	B				
OTHER CHARGES	C				
BODY TRANSFER/3RD PARTY INSTALLATIONS	D				
REBATES AND OTHER FACTORY INCENTIVES	E	-$2,500.00			-$2,500.00
				GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)	$36,904.00

Delivery Terms/Instruction and Tag, Title & Vehicle Registrtaion Instructions

The CUSTOMER must provide clear delivery, tag, title and vehicle registration/plate transfer instructions as appliable in the space provided below. Please include any other instruction or information relavent to the order.

Quote Accepted by:		Date PO Sent to Contractor		Enter PO#	

CONTRACTOR must supply the delivery information requested below when applicable

Factory Order and/or 3rd Party Installation ETA:	

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

PQF

VEHICLE SPECIFICATION SHEET - SUBMIT 1 FOR EACH VEHICLE QUOTED

REQUESTOR - ENTITY/LOCATION NAME:	City of Cocoa
ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
PHONE#:	321-433-8766
CONTACT NAME:	TONY JONES
EMAIL:	tjones@cocoafl.gov
Date of Request:	**Signature of Requestor :**

BIDDER/CONTRACTOR COMPANY NAME:	SAG LLC DBA COCOA FORD
ADDRESS:	1360 W KING ST COCOA FL, 32922
PHONE#:	8125930291
CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted: 5/14/2025	**Signature of Contractor:**

SECTION A - THIS SECTION SHOULD BE USED FOR LISTING THE VEHICLE INFORMATION, CONTRACTOR'S COST, COST PLUS PERCENTAGE & AMOUNTS, ALONG WITH FACTORY REBATES/INCENTIVES AVAILABLE.

BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
K8A	POLICE INTERCEPTOR	FORD	EXPLORER PIU	FL67538

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$45,000.00	0%	$0		

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
FVS UPFIT-PATROL OFFLOT	1	$15,250.00			$15,250.00
				TOTAL COST (Identified Options)	**$15,250.00**

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed		TOTAL PRICE
Administrative/Dealer Fees (NTE $500)					
Tag & Title Fees (includes tire & battery fee)					
Title/Tag, Registration Outside Service Fees					
Dealer Delivery Fees(if applicable)					
Installation Charges (if applicable)					
Extended Warranty (if applicable)					
Other Allowable Fees					
Other Allowable Fees					
				TOTAL COST (Other Charges)	**$0.00**

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
				TOTAL COST (Other Charges)	**$0.00**

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
				TOTAL (REBATES AND INCENTIVES)	**$0.00**

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A	$45,000.00			$45,000.00
OEM AND NON-OEM OPTIONS ADDED	B	$15,250.00			$15,250.00
OTHER CHARGES	C				
BODY TRANSFER/3RD PARTY INSTALLATIONS	D				
REBATES AND OTHER FACTORY INCENTIVES	E	($$)			
				GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)	**$60,250.00**

Delivery Terms/Instruction and Tag, Title & Vehicle Registrtaion Instructions

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Quote Accepted by:		**Date PO Sent to Contractor**		**Enter PO#**	

CONTRACTOR must supply the delivery information requested below when applicable

Factory Order and/or 3rd Party Installation ETA:	

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

PQF

VEHICLE SPECIFICATION SHEET - SUBMIT 1 FOR EACH VEHICLE QUOTED

REQUESTOR - ENTITY/LOCATION NAME:	City of Cocoa
ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
PHONE#:	321-433-8766
CONTACT NAME:	TONY JONES
EMAIL:	tjones@cocoafl.gov
Date of Request:	**Signature of Requestor :**

BIDDER/CONTRACTOR COMPANY NAME:	SAG LLC DBA COCOA FORD
ADDRESS:	1360 W KING ST COCOA FL, 32922
PHONE#:	8125930291
CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted: 5/14/2025	**Signature of Contractor:**

SECTION A - THIS SECTION SHOULD BE USED FOR LISTING THE VEHICLE INFORMATION, CONTRACTOR'S COST, COST PLUS PERCENTAGE & AMOUNTS, ALONG WITH FACTORY REBATES/INCENTIVES AVAILABLE.

BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
2025	POLICE INTERCEPTOR	FORD	EXPLORER PIU	FL72262

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$44,949.84	0%	$0		

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
FVS UPFIT-PATROL	1	$18,110.00	0.00%	$0.00	$18,110.00
				TOTAL COST (Identified Options)	**$18,110.00**

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed	TOTAL PRICE
Administrative/Dealer Fees (NTE $500)				
Tag & Title Fees (includes tire & battery fee)				
Title/Tag, Registration Outside Service Fees				
Dealer Delivery Fees(if applicable)				
Installation Charges (if applicable)				
Extended Warranty (if applicable)				
Other Allowable Fees				
Other Allowable Fees				
			TOTAL COST (Other Charges)	**$0.00**

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
				TOTAL COST (Other Charges)	**$0.00**

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
				TOTAL (REBATES AND INCENTIVES)	**$0.00**

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A	$44,949.84			$44,949.84
OEM AND NON-OEM OPTIONS ADDED	B	$18,110.00			$18,110.00
OTHER CHARGES	C				
BODY TRANSFER/3RD PARTY INSTALLATIONS	D				
REBATES AND OTHER FACTORY INCENTIVES	E	($$)			
				GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)	**$63,059.84**

Delivery Terms/Instruction and Tag, Title & Vehicle Registrtaion Instructions

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Factory Order and/or 3rd Party Installation ETA:	

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

PQF
VEHICLE SPECIFICATION SHEET - SUBMIT 1 FOR EACH VEHICLE QUOTED

REQUESTOR - ENTITY/LOCATION NAME:	City of Cocoa
ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
PHONE#:	321-433-8766
CONTACT NAME:	TONY JONES
EMAIL:	tjones@cocoafl.gov
Date of Request:	**Signature of Requestor :**

BIDDER/CONTRACTOR COMPANY NAME:	SAG LLC DBA COCOA FORD
ADDRESS:	1360 W KING ST COCOA FL, 32922
PHONE#:	8125930291
CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted: 5/14/2025	**Signature of Contractor:**

SECTION A - THIS SECTION SHOULD BE USED FOR LISTING THE VEHICLE INFORMATION, CONTRACTOR'S COST, COST PLUS PERCENTAGE & AMOUNTS, ALONG WITH FACTORY REBATES/INCENTIVES AVAILABLE.

BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
2025	POLICE INTERCEPTOR	FORD	EXPLORER PIU	FL72830

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$44,949.84	0%	$0		

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
FVS UPFIT-PATROL	1	$18,110.00	0.00%	$0.00	$18,110.00
				TOTAL COST (Identified Options)	**$18,110.00**

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed		TOTAL PRICE
Administrative/Dealer Fees (NTE $500)					
Tag & Title Fees (includes tire & battery fee)					
Title/Tag, Registration Outside Service Fees					
Dealer Delivery Fees(if applicable)					
Installation Charges (if applicable)					
Extended Warranty (if applicable)					
Other Allowable Fees					
Other Allowable Fees					
				TOTAL COST (Other Charges)	**$0.00**

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
				TOTAL COST (Other Charges)	**$0.00**

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
				TOTAL (REBATES AND INCENTIVES)	**$0.00**

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A	$44,949.84			$44,949.84
OEM AND NON-OEM OPTIONS ADDED	B	$18,110.00			$18,110.00
OTHER CHARGES	C				
BODY TRANSFER/3RD PARTY INSTALLATIONS	D				
REBATES AND OTHER FACTORY INCENTIVES	E	($$)			
				GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)	**$63,059.84**

Delivery Terms/Instruction and Tag, Title & Vehicle Registrtaion Instructions

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Factory Order and/or 3rd Party Installation ETA:	

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

PQF

VEHICLE SPECIFICATION SHEET - SUBMIT 1 FOR EACH VEHICLE QUOTED

REQUESTOR - ENTITY/LOCATION NAME:	CITY OF COCOA
ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
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EMAIL:	TJONES@COCOAFL.GOV
Date of Request:	**Signature of Requestor :**

BIDDER/CONTRACTOR COMPANY NAME:	SAG LLC DBA COCOA FORD
ADDRESS:	1360 W KING ST COCOA FL, 32922
PHONE#:	8125930291
CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted:	**Signature of Contractor:**

SECTION A - THIS SECTION SHOULD BE USED FOR LISTING THE VEHICLE INFORMATION, CONTRACTOR'S COST, COST PLUS PERCENTAGE & AMOUNTS, ALONG WITH FACTORY REBATES/INCENTIVES AVAILABLE.

BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
2024	1FT7X2BA8SEC73897	FORD	F250	X2B

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$52,929.90	0%	$0	$0.00	FL73897

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
FVS LIGHTING	(1)	$847.00	0.00%	$0.00	$847.00
CERAMIC WINDOW TINT	(1)	$363.00	0.00%	$0.00	$363.00
				TOTAL COST (Identified Options)	**$1,210.00**

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed		TOTAL PRICE
Administrative/Dealer Fees (NTE $500)					
Tag & Title Fees (includes tire & battery fee)					
Title/Tag, Registration Outside Service Fees					
Dealer Delivery Fees(if applicable)					
Installation Charges (if applicable)					
Extended Warranty (if applicable)					
Other Allowable Fees					
Other Allowable Fees					
				TOTAL COST (Other Charges)	**$0.00**

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
				TOTAL COST (Other Charges)	**$0.00**

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
GOVERNMENT PRICE CONCESSION		($)	($)		-$600.00
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
				TOTAL (REBATES AND INCENTIVES)	**-$600.00**

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A	$52,929.90	0.00%	$0.00	$52,929.00
OEM AND NON-OEM OPTIONS ADDED	B	$847.00	0.00%	$0.00	$1,210.00
OTHER CHARGES	C				
BODY TRANSFER/3RD PARTY INSTALLATIONS	D				
REBATES AND OTHER FACTORY INCENTIVES	E	-$1,600.00			-$1,600.00
				GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)	**$52,539.00**

Delivery Terms/Instruction and Tag, Title & Vehicle Registrtaion Instructions

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CONTRACTOR must supply the delivery information requested below when applicable

Factory Order and/or 3rd Party Installation ETA:	

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

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VEHICLE SPECIFICATION SHEET - SUBMIT 1 FOR EACH VEHICLE QUOTED

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ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
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BIDDER/CONTRACTOR COMPANY NAME:	SAG LLC DBA COCOA FORD
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CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted:	**Signature of Contractor:**

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BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
2024	1FT7X2BA1SEC91710	FORD	F250	X2B

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$52,929.90	0%	$0	$0.00	FL91710

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
FVS LIGHTING	(1)	$847.00	0.00%	$0.00	$847.00
CERAMIC WINDOW TINT	(1)	$363.00	0.00%	$0.00	$363.00
				TOTAL COST (Identified Options)	**$1,210.00**

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed		TOTAL PRICE
Administrative/Dealer Fees (NTE $500)					
Tag & Title Fees (includes tire & battery fee)					
Title/Tag, Registration Outside Service Fees					
Dealer Delivery Fees(if applicable)					
Installation Charges (if applicable)					
Extended Warranty (if applicable)					
Other Allowable Fees					
Other Allowable Fees					
				TOTAL COST (Other Charges)	**$0.00**

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
				TOTAL COST (Other Charges)	**$0.00**

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
GOVERNMENT PRICE CONCESSION		($)	($)		-$600.00
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
				TOTAL (REBATES AND INCENTIVES)	**-$600.00**

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A	$52,929.90	0.00%	$0.00	$52,929.00
OEM AND NON-OEM OPTIONS ADDED	B	$847.00	0.00%	$0.00	$1,210.00
OTHER CHARGES	C				
BODY TRANSFER/3RD PARTY INSTALLATIONS	D				
REBATES AND OTHER FACTORY INCENTIVES	E	-$1,600.00			-$1,600.00
				GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)	**$52,539.00**

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Factory Order and/or 3rd Party Installation ETA:	

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

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REQUESTOR - ENTITY/LOCATION NAME:	CITY OF COCOA
ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
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EMAIL:	TJONES@COCOAFL.GOV
Date of Request:	**Signature of Requestor :**

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PHONE#:	8125930291
CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted:	**Signature of Contractor:**

SECTION A - THIS SECTION SHOULD BE USED FOR LISTING THE VEHICLE INFORMATION, CONTRACTOR'S COST, COST PLUS PERCENTAGE & AMOUNTS, ALONG WITH FACTORY REBATES/INCENTIVES AVAILABLE.

BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
2025		FORD	MAVERICK	W8A

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$28,509.42	0%	$0	$0.00	FL28248

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST		TOTAL PRICE
FVS LIGHTS			0.00%	$0.00		$739.53
					TOTAL COST (Identified Options)	**$739.53**

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed			TOTAL PRICE
Administrative/Dealer Fees (NTE $500)						
Tag & Title Fees (includes tire & battery fee)						
Title/Tag, Registration Outside Service Fees						
Dealer Delivery Fees(if applicable)						
Installation Charges (if applicable)						
Extended Warranty (if applicable)						
Other Allowable Fees						
Other Allowable Fees						
					TOTAL COST (Other Charges)	**$0.00**

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST		TOTAL PRICE
					TOTAL COST (Other Charges)	**$0.00**

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
GOVERNMENT PRICE CONCESSION		($)	($)		-$100.00
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
				TOTAL (REBATES AND INCENTIVES)	**-$100.00**

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST		TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A	$28,509.00	0.00%	$0.00		$28,509.00
OEM AND NON-OEM OPTIONS ADDED	B	$739.63	0.00%	$0.00		$739.53
OTHER CHARGES	C					
BODY TRANSFER/3RD PARTY INSTALLATIONS	D					
REBATES AND OTHER FACTORY INCENTIVES	E	-$100.00				-$100.00
					GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)	**$29,148.53**

Delivery Terms/Instruction and Tag, Title & Vehicle Registrtaion Instructions

The CUSTOMER must provide clear delivery, tag, title and vehicle registration/plate transfer instructions as appliable in the space provided below. Please include any other instruction or information relavent to the order.

Quote Accepted by:		**Date PO Sent to Contractor**		**Enter PO#**	

CONTRACTOR must supply the delivery information requested below when applicable

Factory Order and/or 3rd Party Installation ETA:	

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

PQF
VEHICLE SPECIFICATION SHEET - SUBMIT 1 FOR EACH VEHICLE QUOTED

REQUESTOR - ENTITY/LOCATION NAME:	CITY OF COCOA
ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
PHONE#:	321-433-8766
CONTACT NAME:	TONY JONES
EMAIL:	TJONES@COCOAFL.GOV
Date of Request:	Signature of Requestor :

BIDDER/CONTRACTOR COMPANY NAME:	SAG LLC DBA COCOA FORD
ADDRESS:	1360 W KING ST COCOA FL, 32922
PHONE#:	8125930291
CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted:	Signature of Contractor:

SECTION A - THIS SECTION SHOULD BE USED FOR LISTING THE VEHICLE INFORMATION, CONTRACTOR'S COST, COST PLUS PERCENTAGE & AMOUNTS, ALONG WITH FACTORY REBATES/INCENTIVES AVAILABLE.

BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
2026		FORD	MAVERICK	W8A

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$28,509.42	0%	$0	$0.00	

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST		TOTAL PRICE
FVS-LIGHTING			0.00%	$0.00		$739.53
				TOTAL COST (Identified Options)		$739.53

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed			TOTAL PRICE
Administrative/Dealer Fees (NTE $500)						
Tag & Title Fees (includes tire & battery fee)						
Title/Tag, Registration Outside Service Fees						
Dealer Delivery Fees(if applicable)						
Installation Charges (if applicable)						
Extended Warranty (if applicable)						
Other Allowable Fees						
Other Allowable Fees						
				TOTAL COST (Other Charges)		$0.00

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST		TOTAL PRICE
				TOTAL COST (Other Charges)		$0.00

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
GOVERNMENT PRICE CONCESSION		($)	($)		-$100.00
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
				TOTAL (REBATES AND INCENTIVES)	-$100.00

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST		TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A					$28,509.00
OEM AND NON-OEM OPTIONS ADDED	B					$739.53
OTHER CHARGES	C					
BODY TRANSFER/3RD PARTY INSTALLATIONS	D					
REBATES AND OTHER FACTORY INCENTIVES	E	-$100.00				-$100.00
				GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)		$29,148.53

Delivery Terms/Instruction and Tag, Title & Vehicle Registrtaion Instructions

The CUSTOMER must provide clear delivery, tag, title and vehicle registration/plate transfer instructions as appliable in the space provided below. Please include any other instruction or information relavent to the order.

Quote Accepted by:		Date PO Sent to Contractor		Enter PO#	

CONTRACTOR must supply the delivery information requested below when applicable

Factory Order and/or 3rd Party Installation ETA:	

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

PQF

VEHICLE SPECIFICATION SHEET - SUBMIT 1 FOR EACH VEHICLE QUOTED

REQUESTOR - ENTITY/LOCATION NAME:	CITY OF COCOA
ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
PHONE#:	321-433-8766
CONTACT NAME:	TONY JONES
EMAIL:	TJONES@COCOAFL.GOV
Date of Request:	**Signature of Requestor :**

BIDDER/CONTRACTOR COMPANY NAME:	SAG LLC DBA COCOA FORD
ADDRESS:	1360 W KING ST COCOA FL, 32922
PHONE#:	8125930291
CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted:	**Signature of Contractor:**

SECTION A - THIS SECTION SHOULD BE USED FOR LISTING THE VEHICLE INFORMATION, CONTRACTOR'S COST, COST PLUS PERCENTAGE & AMOUNTS, ALONG WITH FACTORY REBATES/INCENTIVES AVAILABLE.

BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
2024	1FTBR1Y81RKB66673	FORD	TRANSIT	R1Y

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$48,965.00	0%	$0	$0.00	FL66673

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
FVS UPFITTING	(1)	$1,634.43	0.00%	$0.00	$2,634.43
			TOTAL COST (Identified Options)		**$2,634.43**

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed		TOTAL PRICE
Administrative/Dealer Fees (NTE $500)					
Tag & Title Fees (includes tire & battery fee)					
Title/Tag, Registration Outside Service Fees					
Dealer Delivery Fees(if applicable)					
Installation Charges (if applicable)					
Extended Warranty (if applicable)					
Other Allowable Fees					
Other Allowable Fees					
			TOTAL COST (Other Charges)		**$0.00**

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
			TOTAL COST (Other Charges)		**$0.00**

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
GOVERNMENT PRICE CONCESSION		($)	($)		-$1,600.00
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
			TOTAL (REBATES AND INCENTIVES)		**-$1,600.00**

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A	$48,965.00	0.00%	$0.00	$48,965.00
OEM AND NON-OEM OPTIONS ADDED	B	$1,634.43	0.00%	$0.00	$2,643.43
OTHER CHARGES	C				
BODY TRANSFER/3RD PARTY INSTALLATIONS	D				
REBATES AND OTHER FACTORY INCENTIVES	E	-$1,600.00			-$1,600.00
				GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)	**$50,008.43**

Delivery Terms/Instruction and Tag, Title & Vehicle Registrtaion Instructions

The CUSTOMER must provide clear delivery, tag, title and vehicle registration/plate transfer instructions as appliable in the space provided below. Please include any other instruction or information relavent to the order.

Quote Accepted by:		**Date PO Sent to Contractor**		**Enter PO#**	

CONTRACTOR must supply the delivery information requested below when applicable

Factory Order and/or 3rd Party Installation ETA:	

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

PQF

VEHICLE SPECIFICATION SHEET - SUBMIT 1 FOR EACH VEHICLE QUOTED

REQUESTOR - ENTITY/LOCATION NAME:	CITY OF COCOA
ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
PHONE#:	321-433-8766
CONTACT NAME:	TONY JONES
EMAIL:	TJONES@COCOAFL.GOV
Date of Request:	**Signature of Requestor :**

BIDDER/CONTRACTOR COMPANY NAME:	SAG LLC DBA COCOA FORD
ADDRESS:	1360 W KING ST COCOA FL, 32922
PHONE#:	8125930291
CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted:	**Signature of Contractor:**

SECTION A - THIS SECTION SHOULD BE USED FOR LISTING THE VEHICLE INFORMATION, CONTRACTOR'S COST, COST PLUS PERCENTAGE & AMOUNTS, ALONG WITH FACTORY REBATES/INCENTIVES AVAILABLE.

BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
2024	1FTBR1Y81RKB66673	FORD	TRANSIT	R1Y

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$48,965.00	0%	$0	$0.00	FL66673

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
FVS UPFITTING	(1)	$1,634.43	0.00%	$0.00	$2,634.43
				TOTAL COST (Identified Options)	**$2,634.43**

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed		TOTAL PRICE
Administrative/Dealer Fees (NTE $500)					
Tag & Title Fees (includes tire & battery fee)					
Title/Tag, Registration Outside Service Fees					
Dealer Delivery Fees(if applicable)					
Installation Charges (if applicable)					
Extended Warranty (if applicable)					
Other Allowable Fees					
Other Allowable Fees					
				TOTAL COST (Other Charges)	**$0.00**

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
				TOTAL COST (Other Charges)	**$0.00**

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
GOVERNMENT PRICE CONCESSION		($)	($)		-$1,600.00
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
				TOTAL (REBATES AND INCENTIVES)	**-$1,600.00**

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A	$48,965.00	0.00%	$0.00	$48,965.00
OEM AND NON-OEM OPTIONS ADDED	B	$1,634.43	0.00%	$0.00	$2,634.43
OTHER CHARGES	C				
BODY TRANSFER/3RD PARTY INSTALLATIONS	D				
REBATES AND OTHER FACTORY INCENTIVES	E	-$1,600.00			-$1,600.00
				GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)	**$49,999.43**

Delivery Terms/Instruction and Tag, Title & Vehicle Registrtaion Instructions

The CUSTOMER must provide clear delivery, tag, title and vehicle registration/plate transfer instructions as appliable in the space provided below. Please include any other instruction or information relavent to the order.

Quote Accepted by:		**Date PO Sent to Contractor**		**Enter PO#**	

CONTRACTOR must supply the delivery information requested below when applicable

Factory Order and/or 3rd Party Installation ETA:	

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

PQF
VEHICLE SPECIFICATION SHEET - SUBMIT 1 FOR EACH VEHICLE QUOTED

REQUESTOR - ENTITY/LOCATION NAME:	City of Cocoa
ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
PHONE#:	321-433-8766
CONTACT NAME:	TONY JONES
EMAIL:	tjones@cocoafl.gov
Date of Request:	Signature of Requestor :

BIDDER/CONTRACTOR COMPANY NAME:	SAG LLC DBA COCOA FORD
ADDRESS:	1360 W KING ST COCOA FL, 32922
PHONE#:	8125930291
CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted: 5/14/2025	Signature of Contractor:

SECTION A - THIS SECTION SHOULD BE USED FOR LISTING THE VEHICLE INFORMATION, CONTRACTOR'S COST, COST PLUS PERCENTAGE & AMOUNTS, ALONG WITH FACTORY REBATES/INCENTIVES AVAILABLE.

BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
K8A	POLICE INTERCEPTOR	FORD	EXPLORER PIU	FL67070

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$45,000.00	0%	$0		

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
FVS UPFIT-SGT	1	$16,951.91			$16,951.91
				TOTAL COST (Identified Options)	$16,951.91

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed	TOTAL PRICE
Administrative/Dealer Fees (NTE $500)				
Tag & Title Fees (includes tire & battery fee)				
Title/Tag, Registration Outside Service Fees				
Dealer Delivery Fees(if applicable)				
Installation Charges (if applicable)				
Extended Warranty (if applicable)				
Other Allowable Fees				
Other Allowable Fees				
			TOTAL COST (Other Charges)	$0.00

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
				TOTAL COST (Other Charges)	$0.00

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
				TOTAL (REBATES AND INCENTIVES)	$0.00

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A	$45,000.00			$45,000.00
OEM AND NON-OEM OPTIONS ADDED	B	$16,951.91			$16,951.91
OTHER CHARGES	C				
BODY TRANSFER/3RD PARTY INSTALLATIONS	D				
REBATES AND OTHER FACTORY INCENTIVES	E	($$)			
				GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)	$61,951.91

Delivery Terms/Instruction and Tag, Title & Vehicle Registrtaion Instructions

The CUSTOMER must provide clear delivery, tag, title and vehicle registration/plate transfer instructions as appliable in the space provided below. Please include any other instruction or information relavent to the order.

Quote Accepted by:		Date PO Sent to Contractor		Enter PO#	

CONTRACTOR must supply the delivery information requested below when applicable

Factory Order and/or 3rd Party Installation ETA:	

The School Board of Brevard County, FL
ITB # 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid

PQF

VEHICLE SPECIFICATION SHEET - SUBMIT 1 FOR EACH VEHICLE QUOTED

REQUESTOR - ENTITY/LOCATION NAME:	City of Cocoa
ADDRESS:	301 Shearer Blvd Cocoa, FL 32922
PHONE#:	321-433-8766
CONTACT NAME:	TONY JONES
EMAIL:	tjones@cocoafl.gov
Date of Request:	Signature of Requestor :

BIDDER/CONTRACTOR COMPANY NAME:	SAG LLC DBA COCOA FORD
ADDRESS:	1360 W KING ST COCOA FL, 32922
PHONE#:	8125930291
CONTACT NAME:	KANE ROBBINS
EMAIL:	krobbins@cocoafordfl.com
Date PQF Submitted: 5/14/2025	Signature of Contractor:

SECTION A - THIS SECTION SHOULD BE USED FOR LISTING THE VEHICLE INFORMATION, CONTRACTOR'S COST, COST PLUS PERCENTAGE & AMOUNTS, ALONG WITH FACTORY REBATES/INCENTIVES AVAILABLE.

BASE VEHICLE CODE	BASE VEHICLE SPECIFICATION	MANUFACTUERER / BRAND	REPRESENTATIVE MODEL	REPRESENTATIVE MODEL NUMBER
K8A	POLICE INTERCEPTOR	FORD	EXPLORER PIU	FL71579

TOTAL VEHICLE COST (Factory Invoice)	COST PLUS PERCENTAGE (%)	COST PLUS PERCENTAGE AMOUNT	VEHICLE COST WITH ADDED COST PLUS PERCENTAGE TOTAL	MANUFACTURER / FACTORY ORDER OR DEALER STOCK NUMBER
$45,000.00	0%	$0		

SECTION B - THIS SECTION SHOULD ONLY BE USED FOR OEM AND NON-OEM OPTIONS THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE FACTORY INVOICE "TOTAL

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
FVS UPFIT-SGT	1	$16,951.91			$16,951.91
				TOTAL COST (Identified Options)	$16,951.91

SECTION C - OTHER CHARGES

DESCRIPTION	QUANTITY	COST	No markup allowed	TOTAL PRICE
Administrative/Dealer Fees (NTE $500)				
Tag & Title Fees (includes tire & battery fee)				
Title/Tag, Registration Outside Service Fees				
Dealer Delivery Fees(if applicable)				
Installation Charges (if applicable)				
Extended Warranty (if applicable)				
Other Allowable Fees				
Other Allowable Fees				
			TOTAL COST (Other Charges)	$0.00

SECTION D - THIS SECTION SHOULD ONLY BE USED FOR BODY TRANSFER AND 3RD PARTY BODY INSTALLATIONS FOR CAB & CHASIS OR CUTAWAY VAN

IDENTIFIED OPTION DESCRIPTION	QUANTITY	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL PRICE
				TOTAL COST (Other Charges)	$0.00

SECTION E - REBATES AND OTHER FACTORY INCENTIVES

DESCRIPTION	QUANTITY	REBATE AMOUNT	OTHER FACTORY INCENTIVES	COMMENTS/NOTES:	TOTAL REBATE
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
		($)	($)		($)
				TOTAL (REBATES AND INCENTIVES)	$0.00

GRAND TOTAL PRICE QUOTE

DESCRIPTION	SECTION	COST	COST PLUS PERCENTAGE	AMOUNT ADDED TO COST	TOTAL
BASE VEHICLE PRICE+COST PLUS PERCENTAGE	A	$45,000.00			$45,000.00
OEM AND NON-OEM OPTIONS ADDED	B	$16,951.91			$16,951.91
OTHER CHARGES	C				
BODY TRANSFER/3RD PARTY INSTALLATIONS	D				
REBATES AND OTHER FACTORY INCENTIVES	E	($$)			
				GRAND TOTAL QUOTED PRICE LESS INCENTIVE(S)	$61,951.91

Delivery Terms/Instruction and Tag, Title & Vehicle Registrtaion Instructions

The CUSTOMER must provide clear delivery, tag, title and vehicle registration/plate transfer instructions as appliable in the space provided below. Please include any other instruction or information relavent to the order.

Quote Accepted by:		Date PO Sent to Contractor		Enter PO#	

CONTRACTOR must supply the delivery information requested below when applicable

Factory Order and/or 3rd Party Installation ETA:	

1055 Jordan Road
Huntsville, AL 35811

800-879-7933
www.schwarze.com

CUSTOMER PO TO DEALER AUTHORIZATION LETTER

Date August 13, 2025

To: City of Cocoa, FL

RE: DEALER AUTHORIZATION TO RECEIVE SOURCEWELL MEMBER PO

To Whom It May Concern,

We authorize your local dealer, Tampa Crane and Body, to receive a Purchase Order from you for the purchase of a dealer stock Schwarze sweeper model A7SE Tornado as quoted to you on 08/13/2025 according to the terms of our Sourcewell Contract Number 093021-SWZ. This letter is for a one-time authorized assignment of Contract Number 093021-SWZ, and cannot be duplicated on future orders, or quotations without specific written consent of Schwarze Industries, Inc. **THE TERMS OF THIS AUTHORIZATION REQUIRE YOU TO** provide us a copy of your purchase order for our records. You may email the Purchase Order to Sourcewell@schwarze.com

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

M.J. DuBois

MJ DuBois
Contract Administrator

08/13/2025

DEALER STOCK A7SE TORNADO SWEEPER UNIT - SOURCEWELL CONTRACT NO 093021-SWZ

Customer: CITY OF COCOA Location: FLORIDA

Description	Amount
Schwarze Model A7SE Tornado M2, 240 HP VPD Sweeper Drive Street Sweeper unit with **all standard equipment** *Dealer stock	
Sourcewell Discount	
Freightliner M2 , 48 Chassis - *Special Order Chassis	
Body mounting on chassis	
Standard sweeping head with rubber blast orifice	
Sweep head deluge	
Dual gutter brooms with Power Tilt and Variable Speed	
Gutter broom GEO dual	
Standby, Full with throttle ramp	
Variable speed gutter brooms	
Hopper sound suppression	
Hopper dump assist shaker	
Hopper high strength stainless steel *Lifetime Warranty*	
Hand Hose, 8" Power Boom (Remote Engine Throttle Included)	
Hopper deluge, conical spray	
Load weight alarm and indicator	
Hopper up alarm and indicator	

Description	Amount
Hopper door open indicator	
Water tank capacity shall not be less than **470 gallons** and be constructed of polyethylene for strength and corrosion resistance	
Water tank low level alarm & indicator	
Front mounted spray bar	
High Pressure Washdown with 50' Hose Reel 2000 psi	
Strobe, rear with guard LED	
Strobe Cab W/Guard, Conventional, LED. SAE class 2	
8 Amber White strobes installed by local dealer	
14 point standard remote grease manifold	
Dual Camera system, rear view and intake view	
Paint standard	
Decal kit	
12" Mirror parabolic set	
One Year or 1,200 Hour Warranty On Sweeper	
Local dealer pre-delivery inspection	
Local delivery and training at customer facility	
Freight	
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	$393,612.75
Additional discount offered by local dealer	($38,712.75)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER with ADDITIONAL DISCOUNT	$354,900.00

Vendor/Contract Holder: SCHWARZE INDUSTRIES
1055 JORDAN ROAD
HUNTSVILLE, AL 35811

Contact: M.J. DuBois
Email: SOURCEWELL@SCHWARZE.COM Phone: 410-924-1004

RESOLUTION NO. 2025-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; and

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

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

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

SECTION 1. The 2026 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 14th day of October, 2025.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY2026- 009-A

Select Adjustment Type: Budget Amendment | Requesting Department #: 3510 | Date Prepared: 10/6/25

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 58,298	107-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES		$ 58,298	CA2602
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 58,298 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 1,540)	001-3510-541.64-00	ROAD & STREET / MACHINERY AND EQUIPMENT		($ 1,540)	CA2602
$ 1,540	001-3510-541.64-00	ROAD & STREET / MACHINERY AND EQUIPMENT		$ 1,540	CA2601
$ 58,298	107-3232-524.64-00	CODE ENFORCEMENT / MACHINERY & EQUIPMENT		$ 58,298	CA2601
($ 6,440)	423-3570-538.63-00	STORMWATER UTILITY / INFRASTRUCTURE		($ 6,440)	SW08PL
$ 6,440	423-3570-538.64-00	STORMWATER UTILITY / MACHINERY & EQUIPMENT		$ 6,440	CA2601
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 58,298 Total					

Reason/Justification for Adjustment:

Using Fund Balance for the purchase of two Code vehicles to include with the staffing of code officers in the building fund. Shifting $1,540 from Safe Route to School project to Truck #24 Replacement project to cover vehicle purchase in the general fund for the Streets Division. Moving funding from cured in place pipe lining (SW08PL) to Machinery and Equipment (CA2601) to cover vehicle purchase in the Stormwater fund. Agenda# 2025-950

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2025-073

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Frank Mirabito — Digitally signed by Frank Mirabito Date: 2025.10.06 12:57:32 -04'00'	Zoie Badalov — Digitally signed by Zoie Badalov Date: 2025.10.07 09:10:10 -04'00'	
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
Abigail Morgan — Digitally signed by Abigail Morgan Date: 2025.10.06 14:36:24 -04'00'	Lora Howell — Digitally signed by Lora Howell Date: 2025.10.07 10:44:03 -04'00'	
Department Director's Signature	Deputy Finance Director's Signature	City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	September 2, 2025
Agenda Date:	October 14, 2025
File ID:	2025-877
Prepared By:	Frank Mirabito
Through:	Abigail Morgan, Public Works Director
Requested Action:	Approve a **Multi-Year Piggyback Contract** with **Geosyntec Consultants, Inc.** for specialized Floodplain and Stormwater Development Review Services, utilizing **Lee County Contract No. CN230595CMR**. This approval includes authorizing the City Manager to execute subsequent task assignments contract amendments and renewal options.

BACKGROUND:

The City requires specialized professional services to efficiently review and manage new development projects concerning floodplain compliance and stormwater design. These critical review services are provided by Geosyntec Consultants, Inc.

- **Service Impact:** Geosyntec's expert review will directly assist the Public Works Department and the Building Department by accelerating the development review process, ensuring regulatory compliance, and increasing overall efficiency for new developments within the City.
- **Procurement Method (Piggyback):** Utilizing a cooperative "piggyback" agreement under Lee County Contract No. CN230595CMR eliminates the need for a separate, lengthy competitive solicitation process, saving the City time and administrative costs.
- **Contract Term:** The underlying Lee County contract is effective from **March 5, 2024, through March 4, 2027**, and includes an option for **one (1) additional three-year renewal period**, allowing the City to secure these services through March 4, 2030, subject to the approval of Lee County.
- **Task Assignment:** This agreement is a Task Order Based Contract, meaning no set monetary amount is committed at the time of contract approval. Services will be procured on an **as-needed, project-specific basis** only when new development proposals are submitted that require specialized review. Each specific project or assignment will require a separate **Task Order** detailing the scope of work and estimated cost. The **City Manager is authorized to approve and execute these individual Task Orders** ensuring that expenditures are controlled, tied directly to required work, and funded on a case-by-case basis as developments are submitted.
- **Funding Mechanism:** Services will be procured on an as-needed, project-specific basis. Individual task orders and purchase orders will be issued to Geosyntec Consultants as new development proposals are submitted and review services are required

Staff Recommendation: Staff recommends approval of this multi-year piggyback contract to immediately secure necessary, specialized services and improve the efficiency of the City's development review process. The City Manager will approve task orders for individual projects up to his delegated signing authority.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
Budgeted? Yes, up to $75,000 in FY26 and subject to the adopted budget in future fiscal years.

Source/Use of Funds

Account Number	
423-3570-538.31-00	Stormwater Utility
107-3200-524-34-00	Community Development

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve a **Multi-Year Piggyback Contract** with **Geosyntec Consultants, Inc.** for specialized Floodplain and Stormwater Development Review Services, utilizing **Lee County Contract No. CN230595CMR**. This approval includes authorizing the City Manager to execute subsequent task assignments contract amendments and renewal options.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Geosyntec Consultants, Inc., 3504 Lake Lynda, Suite 155, Orlando, FL 32817 (hereinafter referred to as the "Vendor " or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with Board of County Commissioners of Lee County - FL said contract being identified as: Environmental Consulting Contract (Permitting, Mitigation and Monitoring), Contract No. CN230595CMR**.** (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Professional Services – see Exhibit "A" original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: Board of County Commissioners of Lee County = City of Cocoa; Board of County Commissioners of Lee County Code = Code of the City of Cocoa. Further, references to specifically identified Board of County Commissioners of Lee County Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

2.2. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and Geosyntec Consultants, Inc. The term of said agreement shall be for the period effective date of signature through 03/06/2027. Upon the mutual written consent of both parties, the Agreement may be renewed for one (1) additional term of three (3) years, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2026 through 2027 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

~~E. COMPREHENSIVE BUILDER RISK INSURANCE~~

~~The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.~~

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Commercial General and Automobile Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor 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. The

CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B).** This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:
(i) Contractor 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) 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.
(iii) 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.

C. 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, Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

2.6. Address change for the City of Cocoa:
Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.7. Venue:
Notwithstanding anything in Exhibit "A" to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:
Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.9. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
Geosyntec Consultants, Inc Attn: Steve Peene, Senior Principal 3504 Lake Lynda, Suite 155 Orlando, FL 32817 Phone: (407) 321-7030 Email: speene@geosyntec.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. Sovereign Immunity:
The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this 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. Contractor 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.

~~**2.11. Indemnity:**~~
~~In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor 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.~~

2.12. Entities of Foreign Countries of Concern:

Contractor certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

GEOSYNTEC CONSULTANTS, INC		**CITY OF COCOA**	
	9/15/25	N/A	
Signature	Date	Signature	Date
Mark Ellard, Senior Principal		Stockton Whitten, City Manager	
Name and Title		Name and Title	
		Signature	Date
		Michael Blake, Mayor	
		Name and Title	

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

Attest:

_____

Monica Arsenault, CMC, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Geosyntec Consultants, Inc. hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the Project to be referred to and identified as: CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring); and

WHEREAS, the CONSULTANT hereby certifies that CONSULTANT has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth; and

WHEREAS, the selection and engagement of the CONSULTANT has been made by the COUNTY in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes, and in accordance with applicable Lee County Administrative Codes.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

CONSULTANT hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in attached EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES".

ARTICLE 2.00 - DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 COUNTY

The term COUNTY refers to the Board of County Commissioners of Lee County, a charter County and political subdivision of the State of Florida, and any official or employee duly authorized to act on the COUNTY'S behalf relative to this Agreement.

2.02 CONSULTANT

The term CONSULTANT refers to the individual or firm offering professional services that, by execution of this Agreement, is legally obligated, responsible, and liable for providing and performing any and all of the

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services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.03 PROFESSIONAL SERVICES

The term PROFESSIONAL SERVICES refers to all of the services, work, materials and related professional, technical and administrative activities to be provided and performed by the CONSULTANT and its employees, including all sub-consultants and subcontractors engaged by the CONSULTANT, to complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term SUB-CONSULTANT refers to any individual or firm offering professional services that is engaged by the CONSULTANT to assist in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement. The COUNTY may not be deemed a party to, responsible or liable for, or assume any obligation whatsoever with respect to any Agreement between the CONSULTANT and any SUB-CONSULTANT.

2.05 SUBCONTRACTOR

The term SUBCONTRACTOR refers to any individual, company or firm providing services other than professional services that is engaged by the CONSULTANT to assist in providing and performing services, work and materials for which the CONSULTANT is contractually obligated, responsible, and liable to provide and perform under this Agreement. The COUNTY may not be deemed a party to, responsible or liable for, or assume any obligation whatsoever for any Agreement between the CONSULTANT and any SUBCONTRACTOR.

2.06 PROJECT

The term PROJECT refers to such facility, system, program or item as described in the summary statement set forth in the Preamble on Page One of this Agreement.

2.07 BASIC SERVICES

The term BASIC SERVICES refers to the professional services set forth and required pursuant to this Agreement as described in further detail in the attached EXHIBIT "A".

2.08 ADDITIONAL SERVICES

The term ADDITIONAL SERVICES refers to such professional services the COUNTY may request and authorize, in writing, for the CONSULTANT to provide and perform relative to this Agreement that are not included in the BASIC SERVICES. Additional services must be authorized by both parties through execution of a Change Order to this Agreement.

2.09 CHANGE ORDER

The term CHANGE ORDER refers to a written document, CHANGE ORDER AGREEMENT, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon Scope of Professional Services and Tasks, Compensation and Method of Payment, Time and Schedule of Performance, or Project Guidelines and Criteria as such were set forth and agreed to in the initial AGREEMENT, SUPPLEMENTAL TASK AUTHORIZATIONS, or previous CHANGE ORDERS issued thereto. The CHANGE ORDER document, which must be executed on a Lee County standard form, will set forth the authorized changes to the: scope of professional services, tasks, work, or materials to be performed or provided by the CONSULTANT; the compensation and method of payment; the schedule or time period for performance and completion; and the guidelines, criteria and requirements pertaining thereto.

CHANGE ORDERS will be identified as follows: (1) Owner changes: These will be additional services. (2) Changes due to design errors or omissions: Design services for these will be at no cost to the County. Change orders resulting from gross negligence on the part of the CONSULTANT team may be required to be paid for by CONSULTANT in full, including equipment. (3) Changes due to differing site conditions: These will be additional services. The CONSULTANT will review all contract requests for change orders and make recommendations to the County. The CONSULTANT will periodically meet to review Change Orders to determine the nature of the change orders and the proper disposition thereof. The CONSULTANT will not be held liable for costs of that portion of any CHANGE ORDER that the County would have borne in the absence of any error or omission or otherwise results in the "betterment" of the project.

The amount of the change in contract compensation and time set forth in any and all Change Orders executed and issued under this Agreement shall be understood and agreed by both Parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the Change Order including, but not limited to any and all direct costs, indirect costs and associated costs that may result from or be caused by the Change Order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the CONSULTANT'S general administrative and overhead costs and profit.

In the event the County decides to delete all, or portions, of the Scope of Services, Tasks, or Requirements set forth in the initial Agreement, Supplemental Task Authorization or previously authorized Change Order, the COUNTY may do so by the unilateral issuance of a written Change Order to the CONSULTANT. Such a unilaterally issued Change Order shall set forth, if appropriate: (1) an agreement by both the COUNTY and the CONSULTANT establishing changes in the amount of compensation to be paid the CONSULTANT as a result of the deletion or decrease in services required; or, (2) in the absence of such an agreement concerning compensation, the unilaterally issued Change Order shall set forth the basis to be used in subsequently considering, and reaching agreement on change(s) in the compensation to be paid the CONSULTANT. The failure on the part of the CONSULTANT to execute a Change Order issued unilaterally by the COUNTY to affect a deletion or decrease in the services required shall have no effect on or otherwise prevent the COUNTY from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the CONSULTANT.

Should errors, omissions or conflicts in the drawings, specification or other Contract Documents prepared by or through the CONSULTANT be discovered, the CONSULTANT will prepare and submit to the County, within five (5) calendar days unless otherwise authorized by the County, such amendments or supplementary documents to address the errors, omissions or conflicts, and provide consultation as may be required, for which the CONSULTANT will make no additional charges to the County.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term Supplemental Task Authorization as used refers to a written document executed by both parties to an existing Professional Services Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

2.11 DEPARTMENT DIRECTOR

The term DEPARTMENT DIRECTOR refers to the Director of the Department requesting the service, employed by the Lee County Board of County Commissioners to serve and act on the COUNTY'S behalf, as it relates to this Project. The Chairman of the Board of County Commissioners, or designated representative, shall act on behalf of the COUNTY to execute any and all CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS approved by the COUNTY and issued to the CONSULTANT pursuant to this Agreement. The DEPARTMENT DIRECTOR, within the authority conferred by the Board of County

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Commissioners, acting as the COUNTY'S designated representative, shall issue written notification to the CONSULTANT of any and all changes approved by the COUNTY in the CONSULTANT'S: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or, (4) other changes relative to BASIC SERVICES and ADDITIONAL SERVICES pursuant to this Agreement, including CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS pertaining thereto. The DEPARTMENT DIRECTOR is responsible for acting on the COUNTY'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, including approved CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS.

2.12 PROJECT MANAGER

The term PROJECT MANAGER refers to the person employed or retained by the COUNTY and designated, in writing, to serve and act on the COUNTY'S behalf to provide direct contact and communication between the COUNTY and CONSULTANT with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT pursuant to this Agreement and duly approved SUPPLEMENTAL TASK AUTHORIZATIONS and CHANGE ORDERS. The PROJECT MANAGER is not authorized to and may not issue any verbal, or written, request or instruction to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatsoever the: (1) Scope of Services to be provided and performed by the CONSULTANT; (2) The time the CONSULTANT is obligated to commence and complete all such services; or, (3) The amount of compensation the COUNTY is obligated or committed to pay the CONSULTANT. The PROJECT MANAGER will review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed, and reimbursable costs and expenses as provided for in this Agreement, CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS.

2.13 LUMP SUM FEES

Lump Sum Fees, hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultants and/or subcontractors, out-of-pocket expenses and costs, professional service fees and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, Exhibit "A", or as may be set in subsequent Supplemental Task Authorizations, and/or Change Orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEES

When all, or any portion, of the CONSULTANT'S compensation to provide and perform the services and work necessary and required pursuant to the Tasks set forth in Agreement Exhibit "A", and any Change Orders, Supplemental Task Authorizations, and Work Orders authorized thereto, is established to be made on a NOT-TO-EXCEED (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each completed Task will be made on the following basis:

For the actual hours necessary, required and expended by the CONSULTANT'S professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to Exhibit "B", as attached, and any approved Change Orders or Supplemental Task Authorizations; and

For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to Exhibit "B", as attached, and any approved Change Orders or Supplemental Task Authorizations; and

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For the actual, necessary, and required hours, and non-personnel expenses and costs, expended by Sub-Consultants and SubContractors engaged by the CONSULTANT, multiplied by such hourly rates and unit costs as are agreed to by the COUNTY and the CONSULTANT and as are set forth as a part of this Agreement and any approved Change Orders or Supplemental Task Authorizations; and

With the understanding and agreement that the COUNTY will pay the CONSULTANT for all such costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task subject to the CONSULTANT presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the COUNTY covering all such costs and expenses; and

With the understanding and agreement that the CONSULTANT'S invoices and all payments to be made for all Not-to-Exceed amounts will be subject to the review, acceptance and approval of the COUNTY; and with the understanding and agreement that when the CONSULTANT'S compensation is established on a Not-to-Exceed basis for a specific Task or Sub-Task, the total amount of compensation to be paid the CONSULTANT to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Consultant and SubContractor costs for any such specific Tasks or Sub-Tasks shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task or Sub-Task. In the event the amount of compensation for any Task or Sub-Task to which the CONSULTANT is entitled on the Not-to-Exceed basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the Not-to-Exceed amount established for the specific Task or Sub-Task, it is understood and agreed that any unexpended amount under a specific Task or Sub-Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task or Sub-Task.

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT with respect to all the BASIC SERVICES and ADDITIONAL SERVICES authorized pursuant to this Agreement include, but are not limited to, the following:

3.01 LICENSES

The CONSULTANT agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

The CONSULTANT agrees when the services to be provided and performed relate to a professional service that, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all BASIC SERVICES and ADDITIONAL SERVICES to be provided pursuant to this Agreement.

(2) CONSULTANT'S PROJECT DIRECTOR

The CONSULTANT agrees to employ and designate, in writing, a qualified and, if required by law, a

licensed professional to serve as the CONSULTANT'S Project Director. The CONSULTANT'S Project Director shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The CONSULTANT'S Project Director shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement unless substitute arrangements have been furnished to the COUNTY in writing. The CONSULTANT agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the CONSULTANT throughout the entire period this Agreement is in effect. The person selected by the CONSULTANT to serve as the CONSULTANT'S Project Director shall be subject to the prior approval and acceptance of the COUNTY.

(3) REMOVAL OF PERSONNEL

The CONSULTANT agrees, within thirty (30) calendar days of receipt of a written request from the COUNTY, to promptly remove and replace the CONSULTANT'S Project Director, or any other personnel employed or retained by the CONSULTANT, or personnel of the sub-consultants or subcontractors engaged by the CONSULTANT to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the COUNTY shall request, in writing, be removed, which request may be made by the COUNTY with or without cause. However, if day thirty (30) falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline shall fall to the next Monday or non-Lee County recognized holiday.

(4) BACKGROUND SCREENING OF PERSONNEL

The CONSULTANT shall comply with the Consultant Background Screening Affidavit attached hereto and incorporated herein as Exhibit I.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required services in a timely manner. The CONSULTANT agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all BASIC SERVICES and ADDITIONAL SERVICES will be provided, performed, and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the CONSULTANT and by any Sub-Consultants and/or SubContractors engaged by the CONSULTANT as set forth in the Scope of Professional Services, Exhibit "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the COUNTY approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards or other guidelines which requires the CONSULTANT to provide and/or perform work and/or services which are significantly different from that set forth in the Scope of Professional Services, Exhibit "A", shall serve as a basis for the COUNTY to consider the development and issuance of a Change Order to provide for a change

to, or Additional Services to the services set forth in the Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

The CONSULTANT agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by CONSULTANT or by any sub-consultants and/or subcontractors retained or engaged by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of CONSULTANT or any sub-consultants or subcontractors engaged by the CONSULTANT.

(2) COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, or acceptance by the COUNTY of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the CONSULTANT, or any sub-consultants or subcontractors engaged by the CONSULTANT, shall in any way relieve CONSULTANT of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all sub-consultants and/or subcontractors engaged by the CONSULTANT to provide and perform services in connection with this Agreement. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the CONSULTANT'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

Consistent with the provisions of FS s. 725.08, CONSULTANT agrees to indemnify and hold harmless the COUNTY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT, including, but not limited to sub-consultants, sub-contractors and materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. CONSULTANT and COUNTY agree that the monetary limitation on the indemnification provided under this contract is limited to the full amount of the contract award (i.e. Compensation to be paid Consultant as set forth in the attached Exhibit B), including any sums added or subtracted from the contract award through Change Orders or Supplemental Task Authorizations. Consistent with FS s. 768.28, COUNTY agrees that CONSULTANT will not be liable for damages arising out of the negligence of the COUNTY, its officers, or employees.

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3.07 NOT TO DIVULGE CERTAIN INFORMATION

CONSULTANT agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without COUNTY'S prior written consent, or unless incident to the proper performance of CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT or any sub-consultants or subcontractors pursuant to this Agreement. CONSULTANT shall require all of its employees, sub-consultants and subcontractors to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

CONSULTANT agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the COUNTY, any property damage arising out of, or caused by, the willful or negligent acts of the CONSULTANT, or of its sub-consultants and/or subcontractors. This CONSULTANT'S obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the COUNTY.

The COUNTY reserves the right, should the CONSULTANT fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the CONSULTANT, or by the CONSULTANT reimbursing the COUNTY for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

(1) In the event the services required pursuant to this Agreement include the CONSULTANT preparing and submitting cost estimates to the COUNTY, the CONSULTANT, by exercise of their experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under the Agreement. Any opinions or estimates of probable construction costs to be provided under this Agreement by the CONSULTANT are to be made or reviewed on the basis of CONSULTANT'S experience and qualifications and represent the CONSULTANT'S judgment as an experienced and qualified professional, familiar generally with the construction industry. The COUNTY agrees that the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others or control over competitive bidding or market conditions, nor the Contractor's methods of determining prices. Therefore, CONSULTANT cannot and does not guarantee that proposals, bids or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the CONSULTANT. COUNTY may choose to employ an independent cost estimator in order to achieve greater assurance of actual construction costs.

3.10 PERMITS

The CONSULTANT will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the COUNTY in obtaining all reviews, approvals and permits, with respect to the CONSULTANT'S design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the COUNTY and made payable to the respective governmental body upon the CONSULTANT furnishing the COUNTY satisfactory documentation of such fees. The CONSULTANT will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the COUNTY in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The COUNTY shall, at the CONSULTANT'S request, assist in obtaining required signatures and provide the CONSULTANT with all

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information known to be available to the COUNTY so as to assist the CONSULTANT in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the COUNTY request the CONSULTANT to provide and perform professional services for this project which are not set forth in EXHIBIT "A", the CONSULTANT agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement. Such ADDITIONAL SERVICES shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

ADDITIONAL SERVICES shall be administered and authorized as "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDERS" under the Agreement. The CONSULTANT shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the CONSULTANT for any ADDITIONAL SERVICES unless and until a written "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDER" shall have been agreed to and executed by both parties.

Each such "SUPPLEMENTAL TASK AUTHORIZATION" or "CHANGE ORDER" shall set forth a comprehensive, detailed description of: (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and, (3) the period of time and/or schedule for performing and completing said ADDITIONAL SERVICES.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The COUNTY may request the CONSULTANT to execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F". The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement the CONSULTANT shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation, and administrative support that are necessary and required to complete all of the tasks set forth in Agreement Exhibit "A" entitled "Scope of Professional Services" and Change Orders, and Supplemental Task Authorizations authorized. The compensation to be paid the CONSULTANT as set forth in Agreement Exhibit "B" entitled "Compensation and Method of Payment" and Change Orders, and Supplemental Task Authorizations authorized thereto shall be understood and agreed to adequately and completely compensate the CONSULTANT for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in Agreement Exhibit "A" and Change Orders, Supplemental Task Authorizations, and Work Orders authorized thereto as stated above."

ARTICLE 4.00 - OBLIGATIONS OF THE COUNTY

4.01 DESIGNATION OF PROJECT MANAGER

The COUNTY agrees after the execution of this Agreement to promptly advise the CONSULTANT, in writing, of the person designated to serve and act as the COUNTY'S PROJECT MANAGER pursuant to the provisions of Article 2.13 of this Agreement. Such notification shall be provided to the CONSULTANT by the COUNTY'S DEPARTMENT DIRECTOR.

4.02 AVAILABILITY OF COUNTY INFORMATION

(1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the CONSULTANT regarding requirements the COUNTY has established or suggests relative to the Project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in attached EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA".

(2) COUNTY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the CONSULTANT'S request, the COUNTY agrees to provide to the CONSULTANT, at no cost to the CONSULTANT, all pertinent information known to be available to the COUNTY to assist the CONSULTANT in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the COUNTY such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

The COUNTY agrees that the DEPARTMENT DIRECTOR and the PROJECT MANAGER shall be available within a reasonable period of time, with reasonable prior notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the services to be provided and performed by the CONSULTANT. The COUNTY further agrees to respond within a reasonable period of time to written requests submitted by the CONSULTANT.

4.04 ACCESS TO COUNTY PROPERTY

The COUNTY agrees, with reasonable prior written notice given by the CONSULTANT, to provide the CONSULTANT with access within a reasonable period of time to COUNTY property, facilities, buildings and structures to enable the CONSULTANT to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangement with the COUNTY, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the CONSULTANT'S normal office and/or field workdays and/or work hours.

ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC SERVICES

The COUNTY will pay the CONSULTANT for all requested and authorized BASIC SERVICES rendered hereunder by the CONSULTANT and completed in accordance with the requirements, provisions,

and/or terms of this Agreement and accepted by the COUNTY in accordance with the provisions for compensation and payment of said BASIC SERVICES as set forth and prescribed in attached EXHIBIT "B", or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement and evidenced by a written and duly approved Change Order.

5.02 ADDITIONAL SERVICES

The COUNTY will pay the CONSULTANT for all ADDITIONAL SERVICES that have been requested and authorized by the COUNTY and agreed to, in writing, by both parties to this Agreement and which have been rendered as ADDITIONAL SERVICES by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the COUNTY in accordance with the provisions for compensation and payment of said ADDITIONAL SERVICES as set forth and prescribed in attached EXHIBIT "B" or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written Change Order or Supplemental Task Authorization executed by both parties.

5.03 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS

The CONSULTANT is entitled to submit no more than one invoice statement to the COUNTY each calendar month covering services rendered during the preceding calendar month. The CONSULTANT'S invoice statements must be itemized to correspond to the basis of compensation as set forth in the Agreement, CHANGE ORDERS, or SUPPLEMENTAL TASK AUTHORIZATIONS. The CONSULTANT'S invoice statements must contain a breakdown of charges, description of services and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, CHANGE ORDERS, and/or SUPPLEMENTAL TASK AUTHORIZATIONS.

(2) PAYMENT FOR SERVICES PERFORMED

The COUNTY shall pay the CONSULTANT for services performed using either of the following methods, or using a combination thereof:

(A) The COUNTY shall pay the CONSULTANT on the basis of services completed for tasks set forth in Exhibits "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the CONSULTANT and accepted by the COUNTY. No payments shall be made for CONSULTANT'S Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the CONSULTANT and accepted by the COUNTY. Whenever an invoice statement covers services for which no work product is required to be furnished by the CONSULTANT to the COUNTY, the COUNTY reserves the right to retain five percent (5%) of the amount invoiced until such service requirements are fully completed.

(B) The COUNTY shall pay the CONSULTANT for services performed for tasks set forth in Exhibits "A" and "B" on the basis of an invoice statement covering CONSULTANT'S Work-in-Progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages are subject to the review and approval of the COUNTY. The decision of the COUNTY shall be final as to the Work-in-Progress percentages paid. Payment by the COUNTY for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or Work-in-Progress. The CONSULTANT shall be responsible for correcting,

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re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in Exhibit "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The COUNTY reserves the right to retain five percent (5%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE

Payment will be made upon receipt of a proper invoice and in compliance with FL § Chapter 218, otherwise known as the "Florida Prompt Payment Act," and, pursuant to the Lee County Board of County Commissioners payment policies as described herein. Should the COUNTY object or take exception to the amount of any CONSULTANT'S invoice statement, the COUNTY shall notify the CONSULTANT of such objection or exception within the payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of the payment period, the COUNTY shall withhold the disputed amount and make payment to the CONSULTANT of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within forty-five (45) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement. However, if day forty-five (45) falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline shall fall to the next Monday or non-Lee County recognized holiday.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY

In the event of termination of this Agreement at the convenience of the COUNTY, not at the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT only for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and, (3) reasonable expenses incurred by the CONSULTANT in affecting the termination of services and work, and incurred by the submittal to the COUNTY of project drawings, plans, data, and other project documents.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the COUNTY suspends the CONSULTANT'S services and work on all or part of the services required to be provided and performed by the CONSULTANT pursuant to this Agreement, the COUNTY shall compensate the CONSULTANT only for the services performed prior to the effective date of suspension and reimbursable expenses, then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and, (3) and/or are modified by the subsequent issuance of SUPPLEMENTAL TASK AUTHORIZATIONS and/or CHANGE ORDERS, other than receiving the compensation set forth in Sub-Articles 5.04 and 5.05, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

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ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the award of this Solicitation to the CONSULTANT by the Lee County Board of County Commissioners, and after the CONSULTANT has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the CONSULTANT a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the CONSULTANT shall be authorized to commence work and the CONSULTANT thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The CONSULTANT agrees to complete the services required pursuant to this Agreement within the time periods for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in attached EXHIBIT "C", entitled "TIME AND SCHEDULE OF PERFORMANCE."

Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the CONSULTANT, or its sub-consultants and/or subcontractors, and not due to their fault or neglect, the CONSULTANT shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause thereof and requesting an extension of the CONSULTANT'S time of performance. Upon receipt of the CONSULTANT'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay encountered by the CONSULTANT, or its sub-consultants and/or subcontractors, is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The CONSULTANT is required to prepare and submit to the COUNTY, on a monthly basis commencing with the issuance of the NOTICE TO PROCEED, a CONSULTANT'S WORK SCHEDULE. The WORK SCHEDULE must set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services as set forth in EXHIBIT "C" in such a manner that the CONSULTANT'S planned and actual work progress can be readily determined. The CONSULTANT'S WORK SCHEDULE of planned and actual work progress must be updated and submitted by the CONSULTANT to the COUNTY on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONSULTANT fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option, may, upon written notice to the CONSULTANT, withhold any or all payments due and owing to the CONSULTANT, not to exceed the amount of the compensation for the work in dispute, until such time as the CONSULTANT resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS issued thereto.

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ARTICLE 7.00 - SECURING AGREEMENT

The CONSULTANT warrants that the CONSULTANT has not employed or retained any company or person other than a bona fide, regular, full time employee working for the CONSULTANT to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8.00 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such interest shall be employed or engaged by the CONSULTANT for said performance.

If CONSULTANT, for itself and on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by CONSULTANT or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. The COUNTY will advise the CONSULTANT, in writing, within ten (10) calendar days as to the period of time required by the COUNTY to determine if such a conflict of interest exists. However, if day ten (10) falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline shall fall to the next Monday or non-Lee County recognized holiday. If the COUNTY determines that there is a conflict of interest, CONSULTANT or such sub-consultant shall decline the representation upon written notice by the COUNTY.

If the COUNTY determines that there is not such conflict of interest, then the COUNTY shall give its written consent to such representation. If CONSULTANT or sub-consultant accepts such a representation without obtaining the COUNTY'S prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest between such representation and the work being performed by CONSULTANT or such sub-consultant under this Agreement, then the CONSULTANT or such sub-consultant agrees to promptly terminate such representation. CONSULTANT shall require each of such sub-consultants to comply with the provisions of this Section.

Should the CONSULTANT fail to advise or notify the COUNTY as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the CONSULTANT may assign its rights if given written authorization by the County. Nor shall the CONSULTANT subcontract any of its service obligations hereunder to third parties, except as otherwise

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authorized in this Agreement thereto, without prior written approval of the COUNTY. The CONSULTANT shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to CONSULTANT in connection with CONSULTANT providing and performing services and work pursuant to the requirements of this Agreement. The COUNTY shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, CONSULTANT intends to engage the assistance of the sub-consultants and/or subcontractors set forth in attached EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS".

ARTICLE 10.00 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States government.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

11.01 FOR PROJECTS WITH FUNDS APPROPRIATED FROM GENERAL LEE COUNTY REVENUES

The CONSULTANT for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The CONSULTANT shall comply with Lee County's Affirmative Action Plan or state laws in the hiring of sub-consultants. CONSULTANTS who are uncertain of their obligation must obtain a copy of all relevant guidelines concerning Lee County's Affirmative Action Plan from the Lee County Department of Equal Opportunity.

11.02 FOR PROJECTS WITH FUNDS APPROPRIATED EITHER IN PART OR WHOLLY FROM FEDERAL OR STATE SOURCES

The CONSULTANT for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The CONSULTANT shall make every effort to comply with any Disadvantaged Business Enterprise goals which have been established for this project. CONSULTANTS who are uncertain of their obligations regarding Disadvantaged Business Enterprises for this project must obtain a copy of all relevant federal or state guidelines from the Lee County Department of Equal Opportunity. The failure of the CONSULTANT to adhere to relevant guidelines shall subject the CONSULTANT to any sanctions which may be imposed upon the COUNTY.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - INSURANCE

13.01 INSURANCE COVERAGE TO BE OBTAINED

(1) The CONSULTANT shall obtain and maintain such insurance as will protect him from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and, (4) from claims for injury to or destruction of tangible property including loss of use resulting therefrom; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the CONSULTANT, its employees, or by any sub-consultants, subcontractors, or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The CONSULTANT, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-Consultants and/or SubContractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The CONSULTANT shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the CONSULTANT engages Sub-Consultants or Sub-Contractors to assist the CONSULTANT in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under Article 13.03 to be provided by the CONSULTANT shall cover all of the services or work to be provided or performed by all of the Sub-Consultants or SubContractors engaged by the CONSULTANT. However, in the event the services or work of Sub-Consultants or Sub-Contractors engaged by the CONSULTANT is not covered by the CONSULTANT'S INSURANCE POLICY(s), it shall be the responsibility of the CONSULTANT to ensure that all Sub-Consultants or Sub-Contractors have fully complied with the COUNTY insurance requirements for: (1) Worker's Compensation; (2) Commercial General Liability; (3) Commercial Automobile Liability; or, (4) Professional Liability as required and set forth in Agreement Article 13.00.

The services or work to be provided or performed by the following Sub-Consultants or Sub-Contractors identified in Agreement Exhibit "D" are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be Provided and/or Performed	Indicate Name of Individual or Firm
NONE	

(6) The insurance coverage to be obtained by the CONSULTANT or by Sub-Consultants or Sub-Contractors engaged by the CONSULTANT, as set forth in Agreement Article 13.03 for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; or (4)

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Professional Liability is understood and agreed to cover any and all of the services or work set forth in Agreement Exhibit "A" and all subsequent Change Orders or Supplemental Task Authorizations. In the event the COUNTY shall execute and issue a written Change Order or Supplemental Task Authorization authorizing the CONSULTANT to provide or perform services or work in addition to those set forth in Agreement Exhibit "A", it is agreed that the COUNTY has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the CONSULTANT, the compensation established for the Change Order or Supplemental Task Authorization shall include consideration of any increased premium cost incurred by the CONSULTANT to obtain same.

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The CONSULTANT shall submit to the PROCUREMENT MANAGEMENT DEPARTMENT for review by the COUNTY'S RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the COUNTY shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the Lee County Board of County Commissioners, Attention: Lee County Procurement Management, P O Box 398, Fort Myers, Florida 33902-0398.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A statement indicating any services or work included in or required under Agreement Exhibit "A" Scope of Professional Services that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the CONSULTANT'S insurance policy. A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the COUNTY will proceed with the understanding, stipulation and condition that there are no deductible amounts, or exclusions or exemptions to the insurance coverage provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage indicated on each Certificate of Insurance.

(7) If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY renewal or replacement Certificate of Insurance, or Certified Binder, not later than fifteen (15) calendar days after the date of their expiration. However, if day fifteen (15) falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline shall fall to the next Monday or non-Lee County recognized holiday. Failure of the CONSULTANT to provide the COUNTY with such renewal certificates shall be considered justification for the COUNTY to terminate this Agreement.

(8) If any of the insurance coverages required by this Agreement shall reach the date of expiration indicated on the approved Certificates of Insurance without the COUNTY having received satisfactory evidence of renewal or replacement, the CONSULTANT shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the CONSULTANT'S services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the CONSULTANT shall not be entitled to any additional compensation or time to provide and perform the required services or work and the COUNTY shall not be required to make payment on any invoices submitted by the CONSULTANT. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the COUNTY.

13.03 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the insurance coverages in the type, amounts and in conformance with the minimum requirements provided by Exhibit "G" Insurance.

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the CONSULTANT by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

The CONSULTANT in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the COUNTY in the manner and to the extent specifically set forth in writing in this Agreement, and as provided in any written SUPPLEMENTAL TASK AUTHORIZATION or CHANGE ORDER issued hereunder.

In the event the CONSULTANT'S services or work involves construction contract administrative support services, the CONSULTANT is not authorized to act on the COUNTY'S behalf, and shall not act on the COUNTY'S behalf, in such a manner as to result in changes to: (1) the cost or compensation to be paid the construction contractor; or, (2) the time for completing the work as required and agreed to in the construction contract; or, (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The COUNTY will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the CONSULTANT not specifically provided for and authorized as stated hereinabove.

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ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the CONSULTANT under this Agreement shall be property of the CONSULTANT until the CONSULTANT has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the COUNTY of a written Change Order deleting all or portions of the scope of services or task(s) to be provided or performed by the CONSULTANT, all of the above documents, to the extent requested in writing by the COUNTY, shall be delivered by the CONSULTANT to the COUNTY within seven (7) calendar days of the COUNTY making such a request. In the event the COUNTY gives the CONSULTANT a written Notice of Termination of all or part of the services or work required, or upon the issuance to the CONSULTANT by the COUNTY of a written Change Order deleting all or part of the services or work required, the CONSULTANT shall deliver to the COUNTY the requested documents as set forth hereinabove, with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the CONSULTANT for services or work provided or performed by the CONSULTANT prior to the effective date of any such termination or deletion will be paid to the CONSULTANT within thirty (30) calendar days of the date of issuance of the Notice of Termination or Change Order. If either of these time periods end on a Saturday, Sunday, or Lee County recognized holiday, the deadline for that individual period shall fall to the next Monday or non-Lee County recognized holiday.

The CONSULTANT, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use. The CONSULTANT shall not, and agrees not to; use any of these documents, and data and information contained therein on any other project or for any other client without the prior expressed written permission of the COUNTY.

Any use by the COUNTY of said documents, and data and information contained therein, obtained by the COUNTY under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the COUNTY, and without liability to the CONSULTANT.

ARTICLE 17.00 - MAINTENANCE OF RECORDS

The CONSULTANT will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the COUNTY, and provided further that to the extent provided by law the COUNTY shall retain all such records confidential.

CONSULTANT specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:

1) keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services required under this Agreement;
2) upon request from the County, provide the County with a copy 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 in Chapter 119 Florida Statutes or as otherwise provided by law;

3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology system of the COUNTY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com ; http://www.leegov.com/publicrecords.

ARTICLE 18.00 - HEADINGS

The HEADINGS of the Articles, Sections, Exhibits, Attachments, Phases or Tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 19.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

(1) EXHIBIT "A" entitled "Scope of Professional Services".

(2) EXHIBIT "B" entitled "Compensation and Method of Payment".

(3) EXHIBIT "C" entitled "Time and Schedule of Performance".

(4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultants and Subcontractors".

(5) EXHIBIT "E" entitled "Project Guidelines and Criteria".

(6) EXHIBIT "F" entitled "Truth in Negotiation Certificate".

(7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

(8) EXHIBIT "H" entitled "Amendment to Articles".

(9) EXHIBIT "I" entitled "Consultant Background Screening Affidavit".

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ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO COUNTY

All notices required and/or made pursuant to this Agreement to be given by the CONSULTANT to the COUNTY shall be in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following COUNTY address of record and sent to the attention of the County's Project Manager:

Lee County Board of County Commissioners
Post Office Box 398
Fort Myers, Florida 33902-0398
Department: County Wide

20.02 NOTICES BY COUNTY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the CONSULTANT shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following CONSULTANT'S address of record:

Name: Geosyntec Consultants, Inc.
Address: 3504 Lake Lynda, Suite 155
City, State Zip: Orlando, FL 32817
Phone No. (407) 321-7030
ATTENTION: Steve Peene
Email: speene@geosyntec.com

20.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 21.00 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the CONSULTANT, by the COUNTY giving thirty (30) calendar days' written notice to the CONSULTANT.

If the CONSULTANT is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the CONSULTANT or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the COUNTY'S designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the CONSULTANT a thirty (30) calendar day written notice, terminate this Agreement.

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth above, the COUNTY may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in Exhibit "A", or the Project Guidelines and Criteria as set forth in Exhibit "E", or as such may be established by a Supplemental Task Authorization or Change Order Agreement. The COUNTY shall provide written notice to the CONSULTANT in order to implement a stoppage, suspension, supplement or change.

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The CONSULTANT may request that this Agreement be terminated by submitting a written notice to the COUNTY dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the COUNTY reserves the right to accept or not accept the termination request submitted by the CONSULTANT, and no such termination request submitted by the CONSULTANT shall become effective unless and until CONSULTANT is notified, in writing, by the COUNTY of its acceptance.

21.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the CONSULTANT shall deliver to the COUNTY all papers, drawings, models, and other material in which the COUNTY has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the CONSULTANT on behalf of the COUNTY.

ARTICLE 22.00 - AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the Articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement, as evidenced by Exhibit H for amending articles. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment (Exhibit H), the requirements, provisions and/or terms of the Amendment shall take precedence.

ARTICLE 23.00 - MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written CHANGE ORDERS and/or SUPPLEMENTAL TASK AUTHORIZATIONS, the latest executed CHANGE ORDER and/or SUPPLEMENTAL TASK AUTHORIZATION shall take precedence.

In the event the COUNTY issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the COUNTY'S internal control purposes only, and any and all terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 24.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

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ARTICLE 25.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 26.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 27.00 – AUTHORITY TO PIGGYBACK

During the Term of this Agreement, CONSULTANT agrees to extend the same terms, covenants and conditions available to the COUNTY under this Agreement to other public agencies that have authority to purchase from another public agency's competitively solicited contract. Each public agency that intends to make purchases under this Agreement must deal directly with the CONSULTANT in all matters related to the purchase(s), including ordering, acceptance and invoicing, and such public agencies are exclusively responsible for the payment of all purchases.

[The remainder of this page intentionally left blank.]

ARTICLE 28.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement the day and year last written below. The effective date for this Agreement shall be March 5th, 2024.

ATTEST:
CLERK OF CIRCUIT COURT

DocuSigned by:
BY: Chris Jagodzinski
DEEAC59F178B449...
Deputy Clerk

DocuSigned by:

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

DocuSigned by:
BY: Mike Greenwell
AD51A9A2E8F943C...
Chair

DATE: 2/22/2024 | 9:56 AM EST

APPROVED as to Form for the Reliance of Lee County Only

DocuSigned by:
BY: Robert Holborn
0709AF6D28494C8...
County Attorney's Office

ATTEST:

(Witness)

GEOSYNTEC CONSULTANTS, INC.

BY:
Authorized Signature

Steven J. Peene
Authorized Signature Printed Name

Senior Principal
Authorized Signature Title

DATE: 1/4/2024

CORPORATE SEAL:

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EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

The CONSULTANT shall perform Environmental Consulting Services including, but not limited to: Environmental Impact Surveys and Assessments, Design Mitigation and/or Wetland System or Activities, Prepare Cost Estimates, Obtain Appropriate Permit(s), Implement Mitigation and Restoration Projects, Performance of Permit(s) Monitoring and Reporting Requirements, Permit Modifications, Permit Compliance, Coastal Planning and Engineering, Ecological Inventories and Land Stewardship Plans, Hydrological Studies and Restoration Plans, National Environmental Policy Act (NEPA) assistance, and other related environmental tasks.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

Services Shall include, but not limited to the following tasks:

- Assess impacts of current or proposed activities pertaining to Federal, State, or Local Regulatory compliance.
- National Environmental Policy Act (NEPA) environmental services in support of EPA Grant Funding.
- Design mitigation or wetland systems as the result of assessing a current activity, such as improving surface water quality in the receiving waters or to meet permit requirements.
- Design resource-based park facilities using criteria furnished by Lee County and obtain all required permits.
- Obtain appropriate permits for the construction and/or operation of a system or activity that may be required by permit. Prepare submittals and obtain permit modifications as requested by the Project Manager.
- Prepare cost estimates for the construction, statement of work, plans, budgeting and/or assist with bidding and evaluation of bids.
- Implement mitigation strategies to achieve permit or regulatory compliance.
- Perform all permit required monitoring and reporting of mitigation, storm water treatment areas and restoration areas approved by the Project Manager. This includes complete compliance with all permit requirements.

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- Perform the required maintenance of the mitigation restoration and storm water treatment areas to establish and maintain the required level of desirable and non-desirable plant material, including invasive exotic vegetation removal and control as required by the permit(s) for a site resource management plan and as approved by the Project Manager.

- Consult to provide complete and continuous compliance with all permit requirements as approved by the Project Manager. All issues of non-compliance must be resolved.

- Coastal studies and projects as approved by the Project Manager.

- Perform hydrological studies, analyze water quality data, and prepare hydrological restoration plans.

- Perform site specific inventory of biota and prepare a written report documenting species.

Pursuant to the Detailed Specification stated above, the CONSULTANT shall perform all services and/or work necessary to complete the following tasks and/or provide the following items.

Task 1. Environmental Impact Surveys and Assessment

The CONSULTANT shall assess a project(s) or site(s) impact upon the environment as may be require by a requesting department. This may include, but is not limited to:

- Field surveys of flora and/or fauna.

- Establishing baseline data, such as inventories.

- Assess impacts of an activity or proposed activity on an established baseline.

- Prepare assessment reports and make recommendations on site activities to achieve a desired effect.

Task 2. Design Mitigation and/or Wetland Systems or Activities

The CONSULTANT shall coordinate with the Project Manager to determine the requirements of individual projects and provide expertise to effect a complete design to meet the project need and be approved by the Project Manager.

- Plans and specifications.

- Other related tasks, as appropriate for the project.

Task 3. Prepare Cost Estimates

The CONSULTANT shall use the design approved by the Project Manager to obtain cost estimates for completion of the project.

Task 4. Obtain Appropriate Permits

The CONSULTANT shall submit all necessary permits required information to obtain the appropriate permits for the project. This includes agency notification, as required by regulations.

Task 5. Implement Mitigation

The CONSULTANT shall implement mitigation strategies as permitted by agencies.

- The CONSULTANT shall prepare sufficient documentation and assist the Project Manager in obtaining construction bids for the COUNTY.

- The CONSULTANT shall assist the Project Manager in the preparation of bid

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documents and in the completion of the bidding process to obtain a construction contractor.

- The CONSULTANT shall prepare sufficient documentation, approved by the Project Manager, to obtain bids from the COUNTY approved subcontractors to construct project.

- The CONSULTANT shall manage the construction of the project and receive the approval of the Project Manager fort tasks completed.

- The CONSULTANT shall assist the Project Manager in alternative methodologies to complete construction of the project.

Task 6. Performance of all permits; monitoring and reporting requirements

The CONSULTANT shall perform all services necessary for the monitoring and reporting requirements as stated in the permit(s) as approved by the Project Manager. The CONSULTANT'S tasks and services shall include, but not be limited to:

- An initial visual/physical inspection of the mitigation/storm water treatment areas shall be made to determine the level of compliance with all conditions, including hydrological, under the permits authorizing the project; and for the collection of data for the preparation of a written report indicating the overall condition of the areas, which may include percent of survival of coverage of nuisance/exotic species, presence of trash and/or debris, physical and operational deficiencies of the areas and all other information required in the permit for compliance. The written report shall include recommended actions necessary to bring the areas into permit compliance. A digital copy of the report shall be submitted to the Project Manager within fourteen (14) days of the area's inspection.

- Monitoring the mitigation/storm water treatment area and collecting all data required by the permit, including reading staff gauges, taking all field measurements, establishing permanent monitoring and photograph stations for the preparation of each written report required by the permitting agency prior to its due date. All reports shall be prepared in accordance with the specific permit conditions. Colored photographs shall be included in the reports to assist in identifying the level of success associated with each mitigation area.

- Determining all issues of non-compliance with the permits and identifying all corrective measures necessary for compliance and implementation by the CONSULTANT. The CONSULTANT shall track all approved recommendations and verify their completion. A timeframe shall be established by the CONSULTANT and approved by the Project Manager to identify the time necessary to complete the corrective actions.

- Preparing all reports required by the permit(s) to be submitted to permitting agency. All reports must be prepared and submitted by the CONSULTANT for review and approval by the Project Manager at least fifteen (15) days prior to the report's due date.

- Submitting all approved reports on or before the specified due date. The approved report, with the required information and colored photographs, shall be submitted to the Project Manager and each agency as required by the permit(s).

- Compiling, maintaining, and following a comprehensive schedule of all report due dates. A schedule shall be submitted to the Project Manager for approval initially, annually, and/or as requested by the Project Manager.

Task 7. Permit modification

The CONSULTANT shall perform all tasks necessary to obtain permit modifications, if determined necessary by the Project Manager.

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Task 8. Permit compliance

The CONSULTANT shall perform all tasks and services necessary to provide complete compliance with all permit requirements. The CONSULTANT'S tasks and services shall include but not be limited to:

- Providing a master schedule outlying any and all activities necessary to provide complete and continuous compliance with all permit requirements. This schedule shall include all work necessary by the CONSULTANT to resolve all issues of non-compliance and the timeframe necessary to resolve all said issues. Extended monitoring, reporting and/or maintenance beyond the expiration date of the permit shall be avoided.

- Performing all activities necessary to provide complete and continuous permit compliance.

- All work necessary for permit compliance shall be approved by the Project Manager and completed in a timely manner as agreed upon.

- Meeting with the Project Manager and/or the permitting agencies to respond to questions relating to the reports of the mitigation/storm water treatment areas compliance.

- Serve as an expert witness on any issues related to this Agreement, if requested by the COUNTY.

- Provide expertise on miscellaneous environmental matters as requested by the Project Manager.

- The CONSULTANT shall have personnel available to respond to emergency situations within twenty-four (24) hours of notification of the Project Manager. The CONSULTANT shall provide the name and telephone number of personnel available twenty-four (24) hours a day.

Task 9. Coastal planning and engineering

The CONSULTANT shall perform services necessary for coastal studies and project as approved by the Project Manager. This includes, but is not limited to feasibility studies, monitoring, sediment analysis, budget preparation and funding requests, hydrodynamic analyses, coastal engineering consultations, storm assessments, surveys, economic apportionment studies, design and permitting services, and construction administration services.

Task 10. Ecological inventories and land stewardship plans

The CONSULTANT shall conduct a site-specific ecological inventory and prepare a written report including maps, GIS layers and species lists. This may include, but are not limited to:

- Field surveys of flora and/or fauna.

- Establishing baseline data, such as inventories.

- Use GSP/GIS technology to map boundaries of plant communities and occurrences of listed species.

- Prepare a written resource management plan using the format provided by the COUNTY.

Task 11. National Environmental Policy Act (NEPA) environmental services plans

The CONSULTANT shall assist COUNTY with ongoing US EPA grant administration, compliance, and reporting requirements that include the following:

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- Desktop review of natural, social and physical resources to identify existing conditions and potential impacts. Cultural resources evaluations are to be done by others.

- Develop a Natural Resource Evaluation Memorandum and associated figures to document potential impacts to wetlands and threatened and endangered species and their habitat. This document will be used to coordinate with the US Fish and Wildlife Service (USFWS) in accordance with Section 7 of the Endangered Species Act. Includes assisting the COUNTY with coordinating with the USFWS to obtain a concurrence letter based on the species effect determinations developed by the Consultant.

- Preparation of the necessary documentation and coordination with the USDA Natural Resources Conservation Service (NRCS) related to potential impacts to Prime Farmlands.

- Preparation of the Categorical Exclusion checklist.

- Perform a professional cultural resources assessment survey of the project area in accordance with Florida Chapter 1A-46 Florida Administrative Code Guidelines and Section 106 of the National Historic Preservation Act of 1966 (PL 89-665), as amended. All work will be performed under the direction of an RPA-registered professional archaeologist. In addition, all work will meet the guidelines set forth in the Historic Preservation Compliance Review Program of the Florida Department of State, Division of Historical Resources and any specific county requirements. Following completion of the survey, a final report will be completed that is suitable for submission to the Florida State Historic Preservation Officer. A recommendation for determination of eligibility or ineligibility for the National Register of Historic Places for identified cultural resources will be contained in the report.

- Project management and quality control reviews for deliverables.

Task 12. Hydrological studies and restoration plans

The CONSULTANT shall collect and/or analyze data already available to prepare baseline conditions, as well as, comparisons to similar areas. This may involve the use of computer programs, modeling, and use of existing studies and reports as comparisons.

Taks 13. Other related environmental tasks

The COUNTY may, from time to time require additional miscellaneous environmental services. The scope of such services shall be determined on a case-by-case basis.

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EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	Services provided and fees charged under this Agreement will be negotiated on a project-by-project basis. For all projects, the COUNTY shall issue a Supplemental Task Authorization, which shall identify the work to be performed, the time frame of work, and the compensation that the CONSULTANT shall receive for completing the work. No work is authorized under this Agreement without a fully executed Supplemental Task Authorization and a purchase order.			

TOTAL

(Unless list is continued on next page)

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Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 5.02 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

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ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

GEOSYNTEC CONSULTANTS, INC.

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged
Senior Principal	$270.00
Principal	$240.00
Senior Professional	$220.00
Project Professional	$190.00
Professional	$165.00
Senior Staff Professional	$140.00
Staff Professional	$125.00
Technical Editor	$115.00
Field Technician	$110.00
Administrative Assistant	$95.00

*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

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ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

GEOSYNTEC CONSULTANTS, INC.

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or) In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost
Meals: In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photo copy) 8 ½" x 11"	$0.15/Page
8 ½" x 14"	$0.20/Page
11" x 14"	$0.35/Page
Reproduction (Blue/White Prints)	$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (e.g., film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, etc. not covered under the costs and/or changes established in the Agreement. No fees or mark-ups shall be authorized for reimbursable expenses.	

NOTE: N.T.E. indicates Not-To-Exceed

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ATTACHMENT NO. 3 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

ESA

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged
Principal Scientist	$279.00
Chief Scientist	$255.00
Senior Scientist	$201.00
Scientist	$180.00

*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

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ATTACHMENT NO. 4 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

ESA

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or) In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost
Meals: In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 ½" x 11"	$0.15/Page
8 ½" x 14"	$0.20/Page
11" x 14"	$0.35/Page
Reproduction (Blue/White Prints)	$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (e.g., film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, etc. not covered under the costs and/or changes established in the Agreement. No fees or mark-ups shall be authorized for reimbursable expenses.	

NOTE: N.T.E. indicates Not-To-Exceed

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ATTACHMENT NO. 5 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

COASTAL ECO-GROUP

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged
Principal Scientist	$143.00
Senior Scientist II	$114.00
Senior Scientist I	$100.10
Staff Scientist	$85.80
Boat Captain	$85.80
Survey Technician	$71.50
Junior Scientist	$62.92

*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

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ATTACHMENT NO. 6 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

COASTAL ECO-GROUP

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or) In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost
Meals: In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 ½" x 11"	$0.15/Page
8 ½" x 14"	$0.20/Page
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Reproduction (Blue/White Prints)	$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (e.g., film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, etc. not covered under the costs and/or changes established in the Agreement. No fees or mark-ups shall be authorized for reimbursable expenses.	

NOTE: N.T.E. indicates Not-To-Exceed

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EXHIBIT C

TIME AND SCHEDULE OF PERFORMANCE

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 5.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	The CONSULTANT shall be responsible for furnishing and delivering services to the COUNTY on an "as needed basis" for the contract term of one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.		

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EXHIBIT D

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

CONSULTANT has identified the following Sub-Consultant(s) and/or Sub-Contractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)		
		Yes	No	Type
	ESA (f/k/a Janicki Environmental) 1155 Eden Isle Drive NE St. Petersburg, FL 33704		X	
	Coastal Eco-Group 665 SE 10th Street, Suite 104 Deerfield Beach, FL 33441	X		

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EXHIBIT E

PROJECT GUIDELINES AND CRITERIA

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1
This is a "Master" contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2
Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3
Work may be assigned at any time during the term of the contract including any renewals, if any.

Item No. 4
No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5
Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6
This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any or all work in-house, or by any means it so desires.

Item No. 7
In reference to Attachment No. 2 to Exhibit B of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

Item No. 8
County reserves the right to add or delete, at any time, any or all tasks or services associates with this agreement.

ITEM NO. 9
DRUG FREE WORKPLACE: Any business that certifies during the solicitation/evaluation process that it has implemented a drug-free workplace program shall comply with the requirements of Florida Statutes 287.087 during the term of this contract.

Item No. 10
IMMIGRATION LAWS: Lee County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA).

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Lee County shall consider the employment by any Consultant of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Lee County.

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EXHIBIT F

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Lee County Board of County Commissioners for the project known as:

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 3.12.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.

3. The truth of statements made herein may be relied upon by the County and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

Geosyntec Consultants, Inc.
3504 Lake Lynda Drive, Suite 155
Orlando, FL 32817

BY: _____

TITLE: Senior Principal

The foregoing instrument was signed and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of January, 2024, by Steven Rene (Print or Type Name) who has produced – (personally known) (Type of Identification and Number) as identification.

Cathleen E. Foerster
Notary Public Signature

Cathleen E. Foerster
Printed Name of Notary Public

1-29-27
Notary Commission Number/Expiration

CATHLEEN E. FOERSTER
Commission # HH 317811
Expires January 29, 2027

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EXHIBIT G

INSURANCE

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

Lee County Insurance Requirements
Includes Professional Liability

Minimum Insurance Requirements: ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided***

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

$1,000,000 combined single limit (CSL); or
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

$500,000 per accident
$500,000 disease limit
$500,000 disease – policy limit

d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.

$1,000,000 per occurrence

The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

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Lee County Insurance Requirements
Includes Professional Liability

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. **Under the Description of Operations, the following must read as listed:**

      "*Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.*"

   b. **The certificate holder must read as follows:**

      Lee County, a political subdivision and Charter County of the State of Florida
      P.O. Box 398
      Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.

2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

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EXHIBIT H

AMENDMENT TO ARTICLES

For **CN230595CMR, Environmental Consulting Contract (Permitting, Mitigation and Monitoring)**

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.__ is hereby amended as follows:

None.

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EXHIBIT I

CONSULTANT BACKGROUND SCREENING AFFIDAVIT

Lee County
Southwest Florida

CONSULTANT BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Consultant who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Consultant is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Consultant will be solely responsible for complying with such legal requirements. Furthermore, the Consultant shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 1/3/24

Signature

STATE OF Florida
COUNTY OF Leon

Steven J. Peene – Senior Principal
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of January, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: _____

Type of Identification

[Stamp/seal required]

Cathleen E. Foerster
Signature, Notary Public

CATHLEEN E. FOERSTER
Commission # HH 317811
Expires January 29, 2027

CITY COUNCIL AGENDA ITEM

Memo Date:	September 12, 2025
Agenda Date:	October 14, 2025
File ID:	2025-913
Prepared By:	Tony Jones, Fleet Manager
Through:	Abigail Morgan, Public Works Director
Requested Action:	Approve a multi-year contract with Samsara Inc., FY 2026-FY2028 for cloud-based vehicle GPS and telematics services for City vehicles and equipment under Sourcewell Contract #102924-SAM, through the adoption of each year's annual budget, which will include any additional units added; authorize the issuance of a purchase order to Samsara Inc $82,293; and authorize the City Manager to approve any Change Orders and Budget Adjustments necessary for additional vehicle gateways up to 10% of the contracted amount. Approve a Budget Transfer BAF#26-010-T for $82,093, transferring funds to the appropriate accounts.

BACKGROUND:

For the past twelve years, the City of Cocoa has utilized a web-based Global Positioning System (GPS) from **Samsara Inc.** for fleet tracking of City vehicles and equipment, as well as vehicle telemetrics. This system has enhanced operational efficiency, improved fleet safety, and provided critical data for maintenance and asset management. Additionally, the use of the system enhances the city's accountability with the taxpayers.

Staff recommends continuation of this service through a **three-year agreement** with Samsara Inc., using **Sourcewell Contract #102924-SAM**, a cooperative purchasing agreement that provides competitively bid pricing for participating agencies. The agreement will cover service and hardware for **325 vehicle and equipment gateways** and **12 dual-facing cameras**, effective **October 1, 2025, through October 2028**, with three annual payments of **$82,293**.

The cost breakdown is as follows:

Item	Quantity	Unit Price	Total
LIC-VG-PS (Vehicle & Equipment Gateways)	325	$234.60	$76,245.00
LIC-CM2-ENT (Dual-Facing Cameras)	12	$504.00	$6,048.00

Fund	Fund Description	Vehicle & Equipment Gateways	Dual-Facing Cameras	Total
001	General Fund	148	8	156
107	Building Department Fund	3	—	3

421	Water & Sewer Enterprise Fund	159	2	161
423	Storm Water Fund	15	2	17
Total		**325**	**12**	**337**

This agreement ensures continuity of fleet management services, provides real-time GPS tracking, and maintains telematics functionality for City vehicles and equipment. Any additional gateways required during the contract term may be approved via Change Orders within the City Manager's signing authority.

The total annual cost of **$82,293** is available in the respective departmental operating budgets for vehicle and equipment GPS and telematics services. Funding will be allocated across the General Fund, Building Department Fund, Water & Sewer Enterprise Fund, and Storm Water Fund as outlined above.

Staff recommends that City Council **authorize the City Manager to execute a multi-year contract with Samsara Inc.** for cloud-based vehicle GPS and telematics services using **Sourcewell Contract #102924-SAM**, authorize the issuance of a **purchase order to Samsara Inc.**, and approve any necessary **Change Orders** for additional vehicle gateways up to the City Manager's signing authority.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Partially

BAF 26-010-T

Source/Use of Funds (Moving Principal and Interest to 56-15, no longer a SBITA)

Account Number	Amount
General Fund	
001-1600-517.71.69	($29,258)
001-1600-517.72.69	($1,358)
001-1600-513.39-00	($7,585)
001-1600-517.56-15	**$38,201**
Building Fund	
107-3200-527.71.35	($697)
107-3200-527.72-35	($33)
107-3200-524.49-00	$26
107-3200-524.56-15	**$704**

Utility Fund

421-4700-591.71-35	($36,922)
421-4700-591.72.35	($1,713)
421-4010-536.49-00	$326
421-4010-536.56-15	**$38,309**

Stormwater Fund

423-3570-538.71.35	($2,787)
423-3570-538.72.35	($130)
423-3570-538.39-00	($1,610)
423-3570-538.56-15	**$4,527**

General Fund (Already Budgeted)

001-1600-513.56-15	**$552**

Total Budget $82,293

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a multi-year contract with Samsara Inc., FY 2026-FY2028 for cloud-based vehicle GPS and telematics services for City vehicles and equipment under Sourcewell Contract #102924-SAM, through the adoption of each year's annual budget, which will include any additional units added; authorize the issuance of a purchase order to Samsara Inc $82,293; and authorize the City Manager to approve any Change Orders and Budget Adjustments necessary for additional vehicle gateways up to 10% of the contracted amount. Approve a Budget Transfer BAF#26-010-T for $82,093, transferring funds to the appropriate accounts.

CITY COUNCIL AGENDA ITEM

Memo Date:	October 7, 2025
Agenda Date:	October 14, 2025
File ID:	2025-961
Prepared By:	Lorne Stinnett, HR Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Approve policy renewal for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2025 through September 30, 2026, with an estimated annual premium of $210, 826.

BACKGROUND:

The City has been insured for our excess Workers' Compensation coverage with Safety National Casualty Corporation since October 1, 2011. The current policy expired September 30, 2025. Excess coverage is designed to protect our City from "unexpected" high-cost Workers' Compensation claims. The current policy includes "statutory" limits (unlimited), specific retention of $600,000, and a rate of $0.065402 per $100 of payroll. The City is self-insured up to the specific retention amount on all claims. Once a claim reaches this threshold, the claim is paid by the excess carrier. In 2024, the City entered into an agreement with Gehring Group to provide safety and risk broker services on the City's property and risk insurance policies. This is requesting approval for payment of the policy premium for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2025, through September 30, 2026, with an estimated annual premium of $210,826. This is a 4% increase in the policy premium from FY 25. The increase is based on the increase to the City's projected payrolls for FY 26. The amount is an estimate of premium based on payroll estimates. An audit is done at the end of the fiscal year once payroll numbers are final and then the premium is trued up.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number	Amount
520-1801-513.31-00	$210, 826.00

PREVIOUS ACTION:

The City Council, at its September 10, 2024, meeting, approved the policy renewal with Safety National Casualty Corporation for the period of October 1, 2024 through September 30, 2025.

RECOMMENDED MOTION:

Approve policy renewal for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2025, through September 30, 2026, with an estimated annual premium of $210, 826.

City of Cocoa

Property, Casualty & Workers' Compensation Insurance

2025-2026 Renewal Evaluation

		Current			Renewal		
	Carrier	2024-2025			2025-2026		
Coverage Type		**Deductible**	**Coverage Limits**	**Premium**	**Deductible**	**Coverage Limits**	**Premium**
Property	**FMIT**	$25,000 AOP 5% NS ($35,000 Min)	**$236,410,234 TIV** **$100,000,000 Limit**	$1,273,155	$25,000 AOP 5% NS ($35,000 Min)	**$236,410,234 TIV** **$100,000,000 Limit**	$1,082,283
Equipment Breakdown	**FMIT**	$10,000 AOP	$50,000,000	Incl in Property	$10,000 AOP	$50,000,000	Incl in Property
Excess Flood	**FMIT**	$25,000/ NFIP Limit (SFHA)	$5,000,000	Incl in Property	$25,000/ NFIP Limit (SFHA)	$5,000,000	Incl in Property
Inland Marine	**FMIT**						
Scheduled		$1,000	$3,048,954	Incl in Property	$1,000	$3,066,139	Incl in Property
Unscheduled		$500	$1,000,000		$500	$1,000,000	
Crime Coverage	**FMIT**						
Employee Dishonesty		$250	$50,000	Incl in Property	$250	$50,000	Incl in Property
Faithful Performance		$250	$50,000		$250	$50,000	
Theft of Money & Securities		$0	$5,000		$0	$5,000	
Property Subtotal				**$1,273,155**			**$1,082,283**
General Liability	**FMIT**	$25,000	$2,000,000	$591,475	$25,000	$2,000,000	$551,530
Payroll Basis			***$26,063,267***			***$26,951,990***	
Deductible Stop-Loss			*$785,777*			*$303,534*	
Public Official & Employment Practices Liability	**FMIT**	$25,000	$2,000,000	Incl in GL	$25,000	$2,000,000	Incl in GL
Law Enforcement Liability	**FMIT**	$25,000	$2,000,000	Incl in GL	$25,000	$2,000,000	Incl in GL
Cyber Liability	**FMIT**		$1,000,000	$7,808		$1,000,000	$8,198
Auto Liability	**FMIT**	$25,000	$1,000,000	$161,965	$25,000	$1,000,000	$145,670
Deductible Stop-Loss			*$103,655*			*$75,000*	
Auto Physical Damage	**FMIT**	$5,000	Per Schedule	$141,386	$5,000	Per Schedule	$142,381
Liability & Auto Subtotal				**$902,634**			**$847,779**
Workers' Compensation	**Safety National**	$600,000	Statutory	**$202,401**	$600,000	Statutory	**$210,826**
Employer's Liability			$1,000,000	Incl in WC		$1,000,000	Incl in WC
Payroll Basis			*$30,947,209*			***$32,235,380***	
Experience Modification			***1.00***			***1.00***	
Workers' Comp Subtotal				**$202,401**			**$210,826**
Annual Premium				**$2,378,190**			**$2,140,888**
$ Increase or Decrease				**N/A**			**-$237,302**
% Increase or Decrease				**N/A**			**-10%**

1032 00 1005 (XWC) FL

SAFETY NATIONAL CASUALTY CORPORATION

EXCESS WORKERS' COMPENSATION INSURANCE BINDER

NAME INSURED EMPLOYER:	CITY OF COCOA
ADDRESS:	65 STONE ST., COCOA, FL 32922
POLICY NUMBER:	SP 4067240
TYPE OF INSURANCE:	Specific Excess Workers' Compensation and Employers' Liability Insurance
LOCATION(S):	FLORIDA
POLICY LIABILITY PERIOD:	October 01, 2025 through October 01, 2026
POLICY PAYROLL REPORTING PERIOD:	October 01, 2025 through October 01, 2026

This is to certify that the above named Insured Employer is covered by Specific Excess Workers' Compensation and Employers' Liability Insurance by the CORPORATION.

Self-Insured Retention Per Occurrence	$ 600,000
Maximum Limit of Indemnity Per Occurrence	Statutory
Employers' Liability Maximum Limit of Indemnity Per Occurrence	$ 1,000,000
Premium Rate $ 0.65402 per $100 of Payroll	
Minimum Premium for the Liability Period	$ 189,743
Deposit Premium for the Payroll Reporting Period	$ 210,826

This binder is effective October 01, 2025 and is subject to all the forms, terms and conditions of bound quote number 19001485727, and shall be automatically terminated and superseded by the Excess Workers' Compensation Agreement and Employers' Liability Insurance Agreement when issued.

Issued at St. Louis, Missouri, on September 30, 2025.

SAFETY NATIONAL CASUALTY CORPORATION

By: Gus E. Aivaliotis
Deputy Chief Executive Officer

1832 Schuetz Road St. Louis MO 63146-3540 314-995-5300 fax 314-995-3843

CITY COUNCIL AGENDA ITEM

Memo Date:	October 7, 2025
Agenda Date:	October 14, 2025
File ID:	2025-962
Prepared By:	Lorne Stinnett, HR Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2025, through September 30, 2026, with an estimated premium of $1,930,062.00. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement.

BACKGROUND:

The City has been insured by the Florida League of Cities' Florida Municipal Insurance Trust since October 1, 2001. The current policy covering general liability, automobile, and property coverage expired September 30, 2025. The Florida League of Cities has submitted a one-year renewal proposal, making the total renewal premium $1,930,062.00 This proposal represents an overall decrease of $245,727 (11.3%) based on the FY2025 premium of $2,175,789. The property premium is driving the reduction to a 15% decrease. Both General and Auto Liability 5-yr losses have improved, which resulted not only in reductions to premium (-7% and -10%, respectively), but also reductions to the City's deductible stop loss limits.

City Staff recommends waiving the competitive bidding requirement for this purchase as has been done in prior years so the City can remain a member of the FMIT.

A summary of the City's FY2026 renewal is:

- **Cybersecurity Liability** 2025/2026 Premium — $8,198
- **General Liability** 2025/ 2026 Premium - $551,530

The General Liability (GL) premium is based on the loss data from the prior three years and the upcoming fiscal year's projected payroll.

- **Auto Liability & Physical Damage** 2025/ 2026 Premium — $288,051
- **Property Coverage** 2025 / 2026 Premium — $1,082,283

This coverage includes Real & Personal Property, Windstorm/Hail, Equipment and Inland Marine.

The City has budgeted this item in the Fiscal Year 2026 budget in multiple accounts as shown in the budgetary impact below.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
Budgeted? Yes

General / Cyber / Public Officials Liability

Account	Amount
001-1600-513.45-00	$347,032
421-4010-536.45-00	$207,099
423-3570-538.45-00	$5,597

Auto Liability/Physical Damage

Account	Amount
001-1600-513.45-00	$129,623
421-4010-536.45-00	$149,786
423-3570-538.45-00	$8,642

Property Insurance

Account	Amount
001-1600-513.45-00	$313,862
421-4010-536.45-00	$768,421

Total Budget **$1,930,062**

PREVIOUS ACTION:
The City Council at its September 10, 2024 meeting, approved a one-year renewal policy with the
Florida League of Cities, Inc., for the period October 1, 2024, through September 30, 2025, pending
approval of the FY2025 budget.

RECOMMENDED MOTION:
Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2025, through September 30, 2026, with an estimated premium of $1,930,062.00. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement.

City of Cocoa
Property & Casualty Insurance
2025-2026 Renewal Evaluation

		Current			Renewal		
	Carrier	2024-2025			2025-2026		
Coverage Type		**Deductible**	**Coverage Limits**	**Premium**	**Deductible**	**Coverage Limits**	**Premium**
Property	**FMIT**	$25,000 AOP 5% NS ($35,000 Min)	**$236,410,234 TIV $100,000,000 Limit**	$1,273,155	$25,000 AOP 5% NS ($35,000 Min)	**$236,410,234 TIV $100,000,000 Limit**	$1,082,283
Equipment Breakdown	**FMIT**	$10,000 AOP	$50,000,000	Incl in Property	$10,000 AOP	$50,000,000	Incl in Property
Excess Flood	**FMIT**	$25,000/ NFIP Limit (SFHA)	$5,000,000	Incl in Property	$25,000/ NFIP Limit (SFHA)	$5,000,000	Incl in Property
Inland Marine	**FMIT**			Incl in Property			Incl in Property
Scheduled		$1,000	$3,048,954		$1,000	$3,066,139	
Unscheduled		$500	$1,000,000		$500	$1,000,000	
Crime Coverage	**FMIT**			Incl in Property			Incl in Property
Employee Dishonesty		$250	$50,000		$250	$50,000	
Faithful Performance		$250	$50,000		$250	$50,000	
Theft of Money & Securities		$0	$5,000		$0	$5,000	
Property Subtotal				**$1,273,155**			**$1,082,283**
General Liability	**FMIT**	$25,000	$2,000,000	$591,475	$25,000	$2,000,000	$551,530
Payroll Basis			***$26,063,267***			***$26,951,990***	
Deductible Stop-Loss			*$785,777*			*$303,534*	
Public Official & Employment Practices Liability	**FMIT**	$25,000	$2,000,000	Incl in GL	$25,000	$2,000,000	Incl in GL
Law Enforcement Liability	**FMIT**	$25,000	$2,000,000	Incl in GL	$25,000	$2,000,000	Incl in GL
Cyber Liability	**FMIT**		$1,000,000	$7,808		$1,000,000	$8,198
Auto Liability	**FMIT**	$25,000	$1,000,000	$161,965	$25,000	$1,000,000	$145,670
Deductible Stop-Loss			*$103,655*			*$75,000*	
Auto Physical Damage	**FMIT**	$5,000	Per Schedule	$141,386	$5,000	Per Schedule	$142,381
Liability & Auto Subtotal				**$902,634**			**$847,779**
Annual Premium				**$2,175,789**			**$1,930,062**
$ Increase or Decrease				**N/A**			**($245,727)**
% Increase or Decrease				**N/A**			**-11.3%**

RESOLUTION NO. 2024-087

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 10th day of September, 2024.

Michael C. Blake

Michael C. Blake, Mayor

ATTEST:

SEAL

Monica Arsenault, CMC, City Clerk

EXHIBIT "A"

To Resolution No. 2024-087

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source to Florida Municipal Insurance Trust (FMIT), for the City's property, auto, and liability insurance policy. The additional services and offers of coverage and services received from FMIT are not offered by other carriers as more fully explained below, premiums are competitive, and past claims service with the FMIT has been excellent. In sum, City staff does not believe it is in the City's best interest to leave FMIT.

Unlike many other insurance coverage, defense/legal costs are not deducted from coverage limits or charged to the member as part of the deductible. As a tool to manage liability and exposure to the City, this is a vital covered item and protected the City from extensive legal expenses over the years. The City has worked with FMIT through our City Attorney's office to defend several important and costly trials where the City has prevailed at trial. In addition, the FMIT policy also provides additional coverage amounts for public officials' liability and property rights claims including extra-contractual coverage for EEOC claims and public official ethics defense. Additionally, FMIT members automatically participate in the SynergyNDS Program which is a proprietary program that provides the City with crucial disaster preparedness, response and recovery services for crisis planning, disaster response and loss recovery.

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

Stockton Whitten
City Manager

RESOLUTION NO. 2025-076

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 14th day of October 2025.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

EXHIBIT "A"

To Resolution No. 2025-076

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source to Florida Municipal Insurance Trust (FMIT), for the City's property, auto, and liability insurance policy. The additional services and offers of coverage and services received from FMIT are not offered by other carriers as more fully explained below, premiums are competitive, and past claims service with the FMIT has been excellent. In sum, City staff does not believe it is in the City's best interest to leave FMIT.

Unlike many other insurance coverage, defense/legal costs are not deducted from coverage limits or charged to the member as part of the deductible. As a tool to manage liability and exposure to the City, this is a vital covered item and protected the City from extensive legal expenses over the years. The City has worked with FMIT through our City Attorney's office to defend several important and costly trials where the City has prevailed at trial. In addition, the FMIT policy also provides additional coverage amounts for public officials' liability and property rights claims including extra-contractual coverage for EEOC claims and public official ethics defense. Additionally, FMIT members automatically participate in the SynergyNDS Program which is a proprietary program that provides the City with crucial disaster preparedness, response and recovery services for crisis planning, disaster response and loss recovery.

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

CITY COUNCIL AGENDA ITEM

Memo Date:	October 9, 2025
Agenda Date:	October 14, 2025
File ID:	2025-967
Prepared By:	Lora Howell, Deputy Finance Director
Through:	Rebecca Bowman, Finance Director
Requested Action:	Approve a Resolution Amending the FY26 Budget, BAF#26-014-A, putting the budget in place for the Provost Park Fitness Equipment Project, and Authorize the City Manager to issue a Purchase Order up to the Budgeted amount of $315,000.

BACKGROUND:
At the August 26, 2025, City Council meeting, Council approved BAF#2025-080-A, for the National Fitness Council Grant, and a grant match for the Fitness Court at Provost Park. This Budget Amendment, BAF#26-014-A, will roll the project budget from FY25 to FY26, allowing for a Purchase Order to be issued in October. This capital project budget will not be included in the annual capital roll.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? Yes, in FY25 (This BAF is rolling the budget forward and will not be included in the Capital Roll)
If not budgeted, is an amendment/transfer attached? Yes

Source/Use of Funds:
Grant Revenue: 001-0000-337.70-01 $30,000 GRPPNE
Fund Balance: 001-0000-389.99-50 $285,000 GRPPNE

001-3520-572.64-07 $30,000 GRPPNE
001-3520--572.64-07 $285,000 GRPPNE

PREVIOUS ACTION:
On August 26, 2026, FY25, the City Council approved this project and the budget via BAF#25-080-A, which includes a $30,000 grant from the National Fitness Council.

RECOMMENDED MOTION:
Approve a Resolution Amending the FY26 Budget, BAF#26-014-A, putting the budget in place for the Provost Park Fitness Equipment Project, and Authorize the City Manager to issue a Purchase Order up to the Budgeted amount of $315,000.

RESOLUTION NO.2025-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Regular meeting held on September 16, 2025; and

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

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

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

SECTION 1. The 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 14th day of October 2025.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY2026- 014-A

Select Adjustment Type: Budget Amendment | Requesting Department #: PW-3520 | Date Prepared: 10/9/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 30,000	001-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES		$ 30,000	GRPPNF
$ 285,000	001-0000-337.70-01	CULTURE/RECREATION / PROVOST PARK NFC EQUIP		$ 285,000	GRPPNF
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 315,000 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 30,000	001-3520-572.64-07	M&E / NFC GRANT PROVOST PK (Grant Portion)		$ 30,000	GRPPNF
$ 285,000	001-3520-572.64-07	M&E / NFC GRANT PROVOST PK (City Match)		$ 285,000	GRPPNF
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 315,000 Total					

Reason/Justification for Adjustment:

To roll forward the amount budgeted for Provost Park Fitness Equipment budgeted for in FY 2025, to ensure we can utilize the national fitness grant. This project will be removed from the annual capital roll.
Agenda# 2025-967

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2025-075

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Abigail Morgan — Digitally signed by Abigail Morgan Date: 2025.10.09 09:15:20 -04'00'	Zoie Badalov — Digitally signed by Zoie Badalov Date: 2025.10.09 09:47:46 -04'00'	
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
Abigail Morgan — Digitally signed by Abigail Morgan Date: 2025.10.09 09:15:37 -04'00'	Lora Howell — Digitally signed by Lora Howell Date: 2025.10.09 09:52:19 -04'00'	
Department Director's Signature	Deputy Finance Director's Signature	City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	July 25, 2025
Agenda Date:	October 14, 2025
File ID:	2025-742
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Approve on second and final reading Ordinance No. 11-2025, amending Chapter 14, Offenses and Miscellaneous Provisions, Article III, Sidewalk Cafés, Section 14-68, “Permit Fees,” to provide that the annual permit fee shall be established by the Planning and Zoning Fee Resolution adopted by City Council.

BACKGROUND:

In 1999, the City Council adopted Ordinance 2-99, known as the *City of Cocoa Sidewalk Café Ordinance*, which established provisions for the operation of sidewalk cafés within the Cocoa Village Overlay Zoning District and designated boundaries for temporary café areas. Ordinance 2-99 set forth definitions, application requirements, insurance and liability standards, permitting procedures, enforcement mechanisms, and an initial application and annual permit feeOrdinance 2-99.

The proposed **Ordinance No. 11-2025** updates Section 14-68 of the City Code to align sidewalk café permit fees with the City’s Planning and Zoning Fee Schedule. Rather than being fixed within the ordinance, the annual sidewalk café permit fee will now be determined by City Council resolution, consistent with the Planning & Zoning Fee Schedule. This approach provides the Council with flexibility to adjust sidewalk café fees as necessary to reflect administrative costs, inflation, or policy changes, without requiring a code amendment..

This update promotes transparency and consistency in fee administration by consolidating all planning and zoning-related fees, including those for sidewalk cafés, under a single, Council-adopted fee schedule. It also ensures that future adjustments can be made efficiently as part of the broader fee resolution process.

This item is presented for **second reading and adoption**. The first reading of Ordinance No. 11-2025 was approved by City Council on **September 23, 2025**.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:

- Ordinance 2-99 was adopted by City Council on January 26, 1999, creating the Sidewalk Cafe Ordinance.
- Ordinance 13-2022 authorized the adoption of planning and zoning fees by resolution.

RECOMMENDED MOTION:

Approve on second and final reading Ordinance No. 11-2025, amending Chapter 14, Offenses and Miscellaneous Provisions, Article III, Sidewalk Cafés, Section 14-68, “Permit Fees,” to provide that the annual permit fee shall be established by the Planning and Zoning Fee Resolution adopted by City Council.

ORDINANCE NO. 11-2025

AN ORDINANCE OF THE CITY OF COCOA, FLORIDA, AMENDING CHAPTER 14, *OFFENSES AND MISCELLANEOUS PROVISIONS*, ARTICLE III, *SIDEWALK CAFES*, SECTION 14-68, *PERMIT FEE*, TO SPECIFY THAT THE ANNUAL PERMIT FEE FOR SIDEWALK CAFES SHALL BE ESTABLISHED VIA RESOLUTION OF THE CITY COUNCIL; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, under its broad exercise of home rule powers established by section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes, the City Council of the City of Cocoa, Florida, is authorized to establish fee schedules; and

WHEREAS, the City Council also has express statutory authority to establish appropriate user charges and fees which are necessary for the conduct of municipal government, See § 166.201, Fla. Stat.; and

WHEREAS, Chapter 14, *Offenses and Miscellaneous Provisions*, Article III, *Sidewalk Cafes*, Section 14-68, *Permit Fees*, provides that a fixed annual permit fee of twenty-five dollars ($25.00) is required for all sidewalk cafes operating within the City; and

WHEREAS, the City Council desires to update Section 14-68 to provide that the permit fee for sidewalk cafes shall be set via resolution of the City Council, rather than providing a codified fixed fee of $25.00; and

WHEREAS, setting sidewalk cafe fees via resolution of the City Council promotes transparency and consistency in fee administration by consolidating all planning and zoning-related fees, including those for sidewalk cafés, under a single, Council-adopted fee schedule, and ensures that future fee adjustments can be made efficiently as part of the broader fee resolution process; and

WHEREAS, the City Council deems it to be in the best interest of the welfare of the City of Cocoa and its citizens to adopt this Ordinance.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Code Amendment.** Section 14-68 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 Section 14-68. It is intended that the text in Section 14-68 not modified by this

Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance).

Sec. 14-68. - Permit fee.
An annual permit fee shall be established by the Planning and Zoning Fee Resolution adopted by the City Council ~~of twenty-five dollars ($25.00) is hereby established~~. There shall be no prorations for permits less than one (1) year in duration or for permits suspended or revoked pursuant to section 14-69.

* * *

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2025.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
MONICA ARSENAULT
City Clerk

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

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

John Haight
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

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BRE floridatoday.com 10/03/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
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Legal Clerk

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9-3-29

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CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING ORDINANCES:
SECTION 14-68 – SIDEWALK CAFÉ - PERMIT FEES ORD 11-2025
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 14, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE III, SIDEWALK CAFES, SECTION 14-68, "PERMIT FEES" TO PROVIDE THAT THE ANNUAL PERMIT FEE SHALL BE AS ESTABLISHED PER PLANNING AND ZONING FEE RESOLUTION ADOPTED BY CITY COUNCIL; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICIATION, AND AN EFFECTIVE DATE.
CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON
October 14th, 2025
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.gov.
The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and, for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://www.cocoafl.gov/291/20338/City-Meetings
Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov .
Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://www.cocoafl.gov/291/20338/City-Meetings The City is not responsible for technical difficulties that may occur while viewing or listening online.

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: October 14, 2025
Ordinance Number: 11-2025
Posted To Webpage: October 2, 2025

Sidewalk Café Permit Fees

AN ORDINANCE OF THE CITY OF COCOA, FLORIDA, AMENDING CHAPTER 14, *OFFENSES AND MISCELLANEOUS PROVISIONS*, ARTICLE III, *SIDEWALK CAFES*, SECTION 14-68, *PERMIT FEE*, TO SPECIFY THAT THE ANNUAL PERMIT FEE FOR SIDEWALK CAFES SHALL BE ESTABLISHED VIA RESOLUTION OF THE CITY COUNCIL; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

__ b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.
Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

The proposed ordinance amends City Code Section 14-68 to specify that sidewalk café permit fees shall be established by a Planning and Zoning Fee Resolution approved by the City Council. This change consolidates fees under a single Council-adopted schedule, improves transparency, and allows future adjustments to be made efficiently as part of the broader fee resolution process. The public purpose served is the fair and consistent regulation of businesses operating in the public right-of-way, ensuring that administrative costs are recovered while supporting the orderly use of public space.

Part II.
Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: (*fill out subsections a-c as applicable, if not applicable write "not applicable")*

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

Currently, sidewalk café permits are subject to a fixed annual fee of $25, as outlined in Section 14-68 of the City Code. If the proposed ordinance is enacted and City Council approves the companion Planning and Zoning Fee Resolution on October 14, 2025, sidewalk café permits will instead be assessed according to the Council-adopted fee schedule. The proposed resolution establishes a fee of $150 for cafés with one to four (1–4) tables and $200 for cafés with five (5) or more tables, with annual renewal fees of $100 (1–4 tables) or $150 (5+ tables). Businesses will therefore incur higher direct compliance costs than under the current $25 flat fee system.

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

The ordinance itself does not impose a new fee; instead, it shifts the authority to set sidewalk café fees from the Code to the Planning and Zoning Fee Resolution. The resolution, if adopted, will increase the cost of sidewalk café permits from the current $25 to the tiered amounts of $150 or $200, with renewals at $100 or $150, depending on the table count. Thus, affected businesses will be financially responsible for the higher permit and renewal fees as outlined in a proposed resolution scheduled for the same hearing under the Consent Agenda.

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The City of Cocoa will incur no new regulatory costs as a result of this ordinance. However, based on current records, a total of six sidewalk café operators in Cocoa Village will be impacted. Of these, three have five or more tables, and three have between one and four tables. Applying the proposed fee schedule, the City is expected to generate approximately $1,050 annually at issuance (3 × $200 + 3 × $150) and approximately $750 annually in renewals (3 × $150 + 3 × $100). This revenue will help offset administrative costs associated with application review and compliance monitoring, with no additional regulatory costs anticipated.

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:

A total of six (6) private, for-profit businesses in Cocoa Village are directly impacted by the ordinance because they operate sidewalk cafés within the public right-of-way and must obtain (and annually renew) a sidewalk café permit under Section 14-68.

Part IV. Additional Information the City Council may find useful (if any):

This Business Impact Estimate may be revised following its initial posting.

CITY COUNCIL AGENDA ITEM

Memo Date:	September 29, 2025
Agenda Date:	October 14, 2025
File ID:	2025-938
Prepared By:	Jennifer Webster, Senior Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration on First Reading of a City-initiated Ordinance 10-2025 amending the official Future Land Use Map designation of eight (8) parcels of real property, totaling 1.9 acres, more or less, from High Density Residential to Mixed Use.

BACKGROUND:

The Subject Parcels are generally located on the east side of Forrest Ave, south of Mulberry St and north of Peachtree St, in Cocoa, Florida, more particularly depicted and described on the Location Map in Exhibit “A”.

Seven (7) of these properties are currently zoned Core Commercial (C-C) and one (1) parcel is currently zoned Residential Professional (R-P). The Future Land Use (FLU) category of these parcels is currently High Density Residential (HDR). Neither C-C nor R-P are applicable zoning districts in HDR and are in conflict, making development or redevelopment difficult or impossible. These properties are also located in the Uptown Neighborhood sub-district of the Waterfront Overlay District and any new development will be subject to the overlay design guidelines. Staff feel that a Future Land Use Map Amendment of these eight (8) parcels from HDR to Mixed Use (MU) will reconcile the conflict and make these properties consistent with the surrounding future land use.

Overview of Subject Properties:

Future Land Use Designation:	(Current) High Density Residential (Proposed) Mixed Use
Zoning District:	Core Commercial (C-C) and Residential Professional (R-P)
Existing Land Use:	Various – commercial, professional offices, residential and vacant
Council District:	District 1 – Councilmember Alex Goins
Legal Ad Date:	September 19, 2025

Overview of Surrounding Properties:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Institutional	Core Commercial (C-C)	Library
South	Mixed Use	Core Commercial (C-C)	Commercial business
East	HDR	RU-2-25	Single-family Residential + Condos
West	Mixed Use	Core Commercial (C-C)	Mixed Commercial

ANALYSIS

The subject properties were zoned Core Commercial in 1985, when the zoning district was created as part of the Cocoa Redevelopment Area Plan, although the future land use was HDR at the time. Prior to that the subject parcels were of a heavy commercial and light industrial zoning. In 1997, one of the parcels was rezoned to R-P at the property owner's request. There is a mix of uses among the eight parcels:

1. A commercial/professional office
2. A vacant commercial building (R-P)
3. A private parking lot
4. Two residential rental properties: a converted duplex and two single-family homes
5. A private K-12 school (Pillar of Hope Academy)
6. Two are vacant land

Given the current zoning districts assigned to these parcels and the current development pattern, Planning and Zoning staff is recommending these (8) parcels, totaling approximately 1.9 acres, be assigned the Future Land Use category of Mixed Use.

I. COMPREHENSIVE PLAN AMENDMENT ANALYSIS

The Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 for compliance with the Comprehensive Plan to determine:

(a) Whether the amendment favorably or unfavorably impacts the city's budget, or the economy of the region.

Staff Finding: The amendment will not impose an unfavorable impact to the City's budget. The proposed amendment solves Zoning inconsistencies with the Future Land Use (FLU), establishing a more appropriate and logical land use pattern in this area of the City of Cocoa. The ability to redevelop and/or improve these parcels will increase property value, the potential for additional tax revenue, and other benefits to the local economy. Furthermore, there are significantly more allowable uses in the Mixed Use FLU than in the High Density Residential FLU. Mixed Use allows for all of the uses that High Density Residential allows for (residential, institutional, office and open space/recreational), plus the additional uses of commercial, industrial, and hotel pursuant to Figure FLU-1 of the Future Land Use Element, though each and every one of these uses may not be available in each applicable underlying zoning district. The possible uses available for one's property are much broader in the Mixed Use than the High Density Residential FLU, which is beneficial for property values and the economy of the region.

(b) Whether the amendment will diminish the service level of public facilities.

Staff Finding: There are no anticipated diminutive impacts to the existing level of service for the subject parcels, as the development intensity or density is not anticipated to change. Any future redevelopment will be reviewed with respect to the guidelines set forth in the Comprehensive Plan, such as Policy 1.1.2.6 - Mixed Use, and all other applicable City of Cocoa Code of Ordinances. There is very little difference between the maximum densities permitted in the High Density Residential future land use category versus the Mixed-Use future land use category. Specifically, the maximum density permitted under HDR is 25 du/acre and the Mixed-Use future land use category permits a maximum 25 du/acre with a possible density bonus of 5 du/acre (30 du/acre total) for residential units developed as part of a vertical mixed-use project. With the total affected acreage being 1.9 acres, only an additional 5 units may be available, which would have a de minimus impact on public facilities.

(c) Whether the amendment favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.

Staff Finding: There are no anticipated impacts to the environment, or to natural or historical resources that will be brought on by this ordinance. Any future redevelopment projects will be reviewed to ensure project amendments are consistent with environmental policies set forth in the Comprehensive Plan and site plan review standards.

(d) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code.

Staff Finding: The proposed ordinance is aligned with the goals and policies set forth by Chapter 187 of Florida Statues, including but not limited to Chapter 187 Sec 15(B)(3), "*Enhance the livability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities,*" and Chapter 187 Sec 16(B)(12), to "*Promote infill development and redevelopment as an important mechanism to revitalize and sustain urban centers*."

(e) Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan;

Staff Finding: As noted in criteria (b) above, the amendment does not significantly modify allowable densities or intensities that are currently authorized by the Mixed Use FLU category. Therefore, it is not anticipated that the amendment will not impact the service level of public facilities.

(f) Whether the amendment is incompatible with surrounding neighborhoods and land uses;

Staff Finding: The amendment reconciles the inconsistency between the existing zoning and future land use. The parcels are adjacent to the Forrest Avenue Mixed Use corridor between US 1 and N Indian River Dr, with properties to the south and west of the subject parcels already having the Mixed Use category. Additionally, the amendment appropriately aligns with the existing C-C zoning, especially in consideration of the description set forth under Appendix A Article XI Sec 18 for the Core Commercial district: "*The permitted uses and design and development standards are intended to promote major developments of high quality, including medium density multi-family, townhouse, and single-family housing, office parks, village commercial, institutional uses and significant open space areas."* The reconciliation of the Future Land Use to the Zoning lifts any development restrictions, and the FLU amendment to Mixed Use will enable development and continuation of the above-mentioned uses.

The current future land use of HDR allows up to 25 dwelling units/acre (du/ac). The Mixed Use future land use permits up to 25 du/ac in residential density, as well as the applicable permissible intensity under this future land use. Mixed Use is a logical, transitional FLU and is compatible with the adjacent HDR to the east.

(g) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed ordinance will not adversely impact the ability for housing development. The amendment will encourage development of a variety of housing options under the existing C-C zoning classification, in addition to the allowable commercial uses. Additionally, the district is close proximity to several residential districts.

(h) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLUM amendment is consistent with the following Comprehensive Plan Goals and policies:

Land Use Element

GOAL 1.1: *Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.*

Policy 1.1.1.1: *Land Use Categories. The adopted FLUM contains and identifies appropriate locations for the following land use categories. The maximum densities/intensities shown in Figure FLU-1 are not guaranteed for all sites within each category. The zoning map and land development regulations may impose tighter densities and intensities of development based on land use allocation criteria policies.*

Policy 1.1.2.6 Mixed-Use (MU).
1. The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

A. *Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.*
B. *The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.*
C. *Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.*
D. *Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.*
E. *Mixed use buildings within a single development will be highly encouraged in this category.*
F. *For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.*
G. *If residential housing units are developed as part of a vertical mixed use project a bonus of up to 5 units per acre may be achieved, excluding projects approved by city council pursuant to subsection (b).*
H. *For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.*

Concurrency Management/Adequate Public Facilities
Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. However, as stated above, the maximum number of additional units available under the Mixed-Use future land use category is only 5 units.

II. LEGALLY NON-CONFORMING USES OF LAND

The proposed amendment does not create any new non-conforming uses of land, as the subject parcels are already zoned Core-Commercial and Residential Professional, which are both applicable zoning districts in the Mixed Use future land use. The zoning of the properties is not proposed to change. The 6 uses currently there are permitted as either a primary use or by special exception. The assignment of the M/U future land use permits these uses to continue and supports these types of uses.

III. SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

This amendment is considered a Small Scale Comprehensive Plan Amendment, which will require Planning and Zoning Board's recommendation to City Council for approval and two City Council readings. Following the second City Council reading, the amendment package must be sent to the Florida Department of Commerce for state review.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
October 22, 1985: Ord. 25-85, Creation of the Core Commercial Zoning District
June 30, 1988: Ord. 7-88, Creating of Mapping for Core Commercial and other Zoning Districts
April 22, 1997: Ord. 9-97: Rezone of 228 Forrest Ave from C-C to R-P.
October 1st, 2025: The Planning and Zoning Board voted unanimously to recommend that City Council approve the Future Land Use Map Amendment, Ordinance 10-2025.

RECOMMENDED MOTION:
Staff requests that City Councl **APPROVE** the First Reading of Ordinance 10-2025 a City-initiated Ordinance amending the future land use map for the subject properties from "High Density Residential" to "Mixed Use".

ORDINANCE NO. 10-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR EIGHT (8) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 1.9 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG FORREST AVENUE, SOUTH OF MULBERRY ST AND NORTH OF PEACHTREE STREET, IN COCOA, FLORIDA, AS MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "HIGH DENSITY RESIDENTIAL" TO "MIXED USE"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

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, the future land use map amendment embodied by this Ordinance is a small-scale amendment to the City of Cocoa Comprehensive Plan in accordance with Section 163.3187(1), Florida Statutes; and

WHEREAS, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on October 01, 2025, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of Staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa, Florida.

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

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

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161, et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Map.** The City of Cocoa Comprehensive Plan, Future Land Use Map, is hereby amended to change the future land use designation of the real property legally described and depicted on **Exhibit "A"** from "High Density Residential" to "Mixed Use."

The parcels of real property subject to this Ordinance and comprehensive plan amendment are identified by Brevard County Property Appraiser Tax Parcel ID Numbers as follows.

Parcel 1: 24-36-33-02-*-5
Parcel 2: 24-36-33-02-*-5.01
Parcel 3: 24-36-33-02-*-6
Parcel 4: 24-36-33-02-*-4
Parcel 5: 24-36-33-02-*-4.01
Parcel 6: 24-36-33-00-11
Parcel 7: 24-36-33-00-13
Parcel 8: 24-36-33-04-*-B

Exhibit "A" is attached hereto and fully incorporated herein by this reference.

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

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

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date and Legal Status of the Plan Amendment.** The effective date of this Ordinance shall take effect thirty-one (31) days after adoption, in accordance with

Section 163.3187(5)(c), Florida Statutes, unless challenged within thirty (30) days after adoption of this Ordinance, in which case this Ordinance shall become effective at such time as the state land planning agency or the Administrative Commission issues a final order determining that the adopted small scale development amendment is in compliance. No development order, development permits, or land use dependent on this Amendment may be issued or commenced before it has become effective. After and from the effective date of this Amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the Amendments shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2025.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT, City Clerk

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

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION

Legal Description of Subject Property:

Parcel 1:
Parcel ID: 24-36-33-02-*-5

BEGIN AT A POINT 96.1 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 6 OF SHAW'S SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 1, PAGE(S) 66, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AT THE NORTHWEST CORNER OF PROPERTY HERETOFORE CONVEYED TO ROESEL; THENCE EASTERLY PASSING AN EQUAL DISTANCE BETWEEN THE EAVES OF THE TWO ADJACENT HOUSES TO A POINT 96.75 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 6 AFORESAID; THENCE NORTH ALONG THE EAST LINE OF SAID SHAW'S SUBDIVISION TO THE NORTHEAST CORNER OF LOT 5 THEREOF, BEING A POINT ON THE SOUTH LINE OF MULBERRY STREET IN THE CITY OF COCOA, FLORIDA; THENCE WEST AND ALONG THE SOUTH LINE OF SAID MULBERRY STREET AND ALONG THE NORTH LINE OF LOT 5 OF SAID SHAW'S SUBDIVISION ON TO FORREST AVENUE AND THE NORTHWEST CORNER OF SAID LOT 5 OF SAID SHAW'S SUBDIVISION; THENCE SOUTH TO THE NORTHWEST CORNER OF LAND PREVIOUSLY SOLD TO ROESEL AND BEING THE POINT OF BEGINNING.

Parcel 2:
Parcel ID: 24-36-33-02-*-5.01

Begin at a point 96.1 feet North of the Southwest corner of Lot 6 of SHAW'S SUBDIVISION according to the plat recorded in Plat Book 1, Page 66, of the Public Records of Brevard County, Florida at the Northwest corner of property heretofore conveyed to Roesel; thence Easterly passing an equal distance between the eaves of the two adjacent houses to a point 96.75 feet North of the Southeast corner of Lot 6 aforesaid; thence North along the East line of said SHAW'S SUBDIVISION to the Northeast corner of Lot 5 thereof, being a point on the South line of Mulberry Street in the City of Cocoa, Florida; thence West and along the South line of said Mulberry Street and along the North line of Lot 5 of said SHAW'S SUBDIVISION to Forrest Avenue and the Northwest corner of said Lot 5 of said SHAW'S SUBDIVISION; thence South to the Northwest corner of land previously sold to Roesel and being the Point of Beginning.

and

Begin at a point forty-six and four tenths (46.4) feet north of the southwest corner of Lot Six (6) of Shaw's Subdivision, according to Plat Book 1, page 66, of the current Public Records of Brevard County, Florida, for Point of Beginning (which point is on the North edge of concrete walk) thence North eighty-nine (89) degrees, twelve (12) minutes, zero (0) seconds East thirty-four and fifty hundredths (34.50) feet along the North line of concrete walk to a point, thence North three and twenty-five hundredths (3.25) feet more or less, to a point fifty (50) feet North of the South line of said Lot Six (6), thence East and parallel to South line of said lot Six (6) and fifty (50) feet distant therefrom to the East line of said Lot Six (6), thence North forty-six and seventy-five hundredths (46.75) feet to a point, thence West passing equidistant between the overhang of the adjacent houses to a point fifty (50) feet due North of point of beginning, thence South along street line to Point of Beginning.

Parcel 3:
Parcel ID: 24-36-33-02-*-6

Begin at the Southwest corner of Lot 6, of J.C. Shaw's Subdivision, an addition to the Town of Cocoa, according to the plat thereof as recorded in Plat Book 1, Page 66, Public Records of Brevard County, Florida, thence North along West line of said Lot 6, 46.4 feet to a point, thence North 89°12'0" East 34.50 feet along North line of concrete walk to a point, thence North 3.25 feet, more or less, to a point 50 feet North of the South line of said Lot 6, thence East and parallel to South line of said Lot 6 and 50 feet distant therefrom to East line of said Lot 6, thence South along East line of said Lot 6, 50 feet to Southeast corner of said lot, thence West 71.80 feet, more or less, to Southwest corner of said lot, being the Point of Beginning.

Parcel 4:
Parcel ID: 24-36-33-02-*-4

All of Lot 4 of J.C. SHAW'S SUBDIVISION, as shown by the plat of said subdivision recorded in Plat Book 1, Page 66, of the Public Records of BREVARD County, Florida, excepting from said Lot 4, the South 70 feet thereof; said real estate being more particularly described as follows: Begin at a point on the South line of Mulberry Street 72.7 feet East of the intersection of said South line with the East line of Forrest Avenue; from said Point of Beginning, run the East line of Lots 5 and 6 South and at right angles to Mulberry Street, 170 feet, more or less, to the Southeast corner of Lot 6 of Shaw's Subdivision; thence run East and parallel to the South line of Mulberry Street, 70 feet to the East line of Lot 4; thence run the East line of Lot 4, North 170 feet to the South line of Mulberry Street; thence run the South line of Mulberry Street West 70 feet to the Point of Beginning.

Parcel 5:
Parcel ID: 24-36-33-02-*-4.01

The South 70 feet of Lot 4 and all of Lot 7, J.C. Shaw Subdivision, according to the plat thereof, as recorded in Plat Book 1, Page 66, Public Records of Brevard County, Florida.

Parcel 6:
Parcel ID: 24-36-33-00-11

Begin at the intersection of land owned by Mrs. E.W. Travis and Mrs. Louise Bracco facing Railroad Avenue in the City of Cocoa; Begin at the Point where said land corners on said Railroad Avenue, then run East 300 feet, then South 77.5 feet, then West to Railroad Avenue on a line parallel to and 77.5 feet distant from the North boundary line above described, then along Railroad Avenue to the Point of Beginning. The above land lying in Section 33, Township 24 South, Range 36 East, Brevard County, Florida.

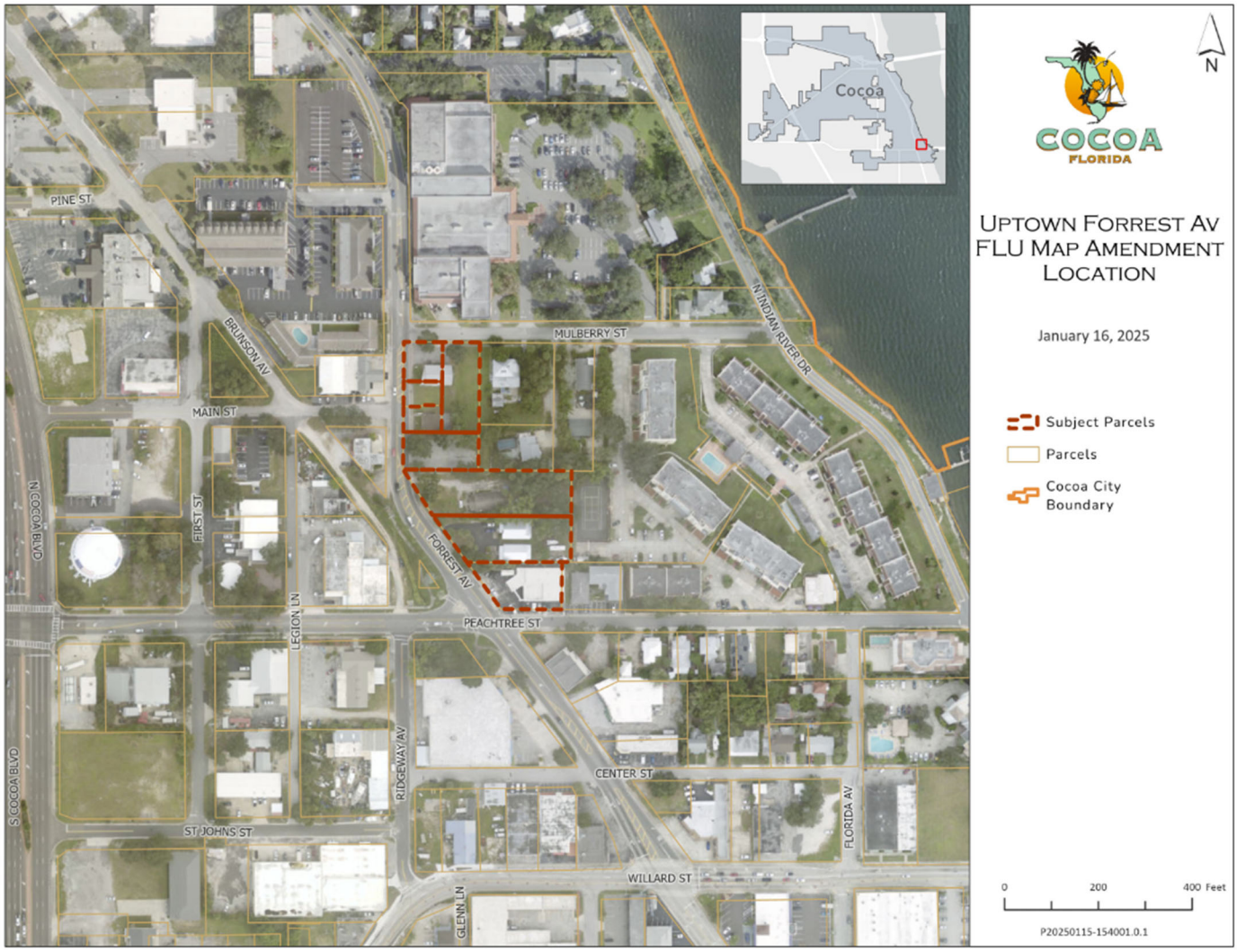
Parcel 7:
Parcel ID: 24-36-33-00-13

A TRACT OF LAND IN GOVERNMENT LOT 1, SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, IN THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF FORREST AVENUE (FORMERLY U.S. HIGHWAY NO. 1) AND THE NORTH LINE OF JONES SUBDIVISION, ACCORDING TO THE PLAT OF SAID SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 110, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE POINT TO BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE FOR A FIRST COURSE, RUN EAST ALONG NORTH LINE OF JONES SUBDIVISION AFORESAID, TO THE SOUTHWEST CORNER OF LAND CONVEYED BY M.E. CAMPBELL AND GLADYS G. CAMPBELL, HIS WIFE , TO RIVERVIEW APARTMENTS, INC. BY DEED RECORDED IN OFFICIAL RECORDS BOOK 695, AT PAGE 600, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE FOR A SECOND COURSE RUN NORTH ALONG THE WEST LINE OF THE PROPERTY CONVEYED TO RIVERVIEW APARTMENTS, INC., DESCRIBED IN OFFICIAL RECORDS BOOK 695, AT PAGE 600, AFORESAID 169 FEET TO THE SOUTH LINE OF SHAW'S SUBDIVISION ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 66, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE FOR A THIRD COURSE, RUN WEST ALONG THE SOUTH LINE OF SHAW'S SUBDIVISION AFORESAID TO THE EAST LINE OF PROPERTY CONVEYED TO ROBERT L. TRAVIS, DESCRIBED IN DEED BOOK 81, PAGE 29, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING THE WEST LINE OF PROPERTY OF THE SAID M.E. CAMPBELL AND GLADYS G. CAMPBELL, HIS WIFE, DESCRIBED IN DEED BOOK 281, PAGE 181, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE FOR A FOURTH COURSE, RUN SOUTH ALONG THE EAST LINE OF THE ROBERT L. TRAVIS PROPERTY AND THE WEST LINE OF THE M.E. CAMPBELL AND GLADYS G. CAMPBELL PROPERTY, AS HEREINABOVE DESCRIBED, 77.5 FEET TO THE SOUTHEAST CORNER OF THE ROBERT L. TRAVIS PROPERTY; THENCE FOR A FIFTH COURSE, RUN WEST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO ROBERT L. TRAVIS, 300 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF FORREST AVENUE, AND THENCE FOR A SIXTH COURSE, RUN SOUTHERLY ALONG THE EAST LINE OF FORREST AVENUE TO THE POINT OF BEGINNING.

Parcel 8:
Parcel ID: 24-36-33-04-*-B

Lot "B", **JONES' SUBDIVISION**, according to the plat thereof as recorded in Plat Book 2, page 110, Public Records of Brevard County, Florida.

Depiction of Subject Property:



Uptown Forrest Av FLU Map Amendment Location

January 16, 2025

Subject Parcels

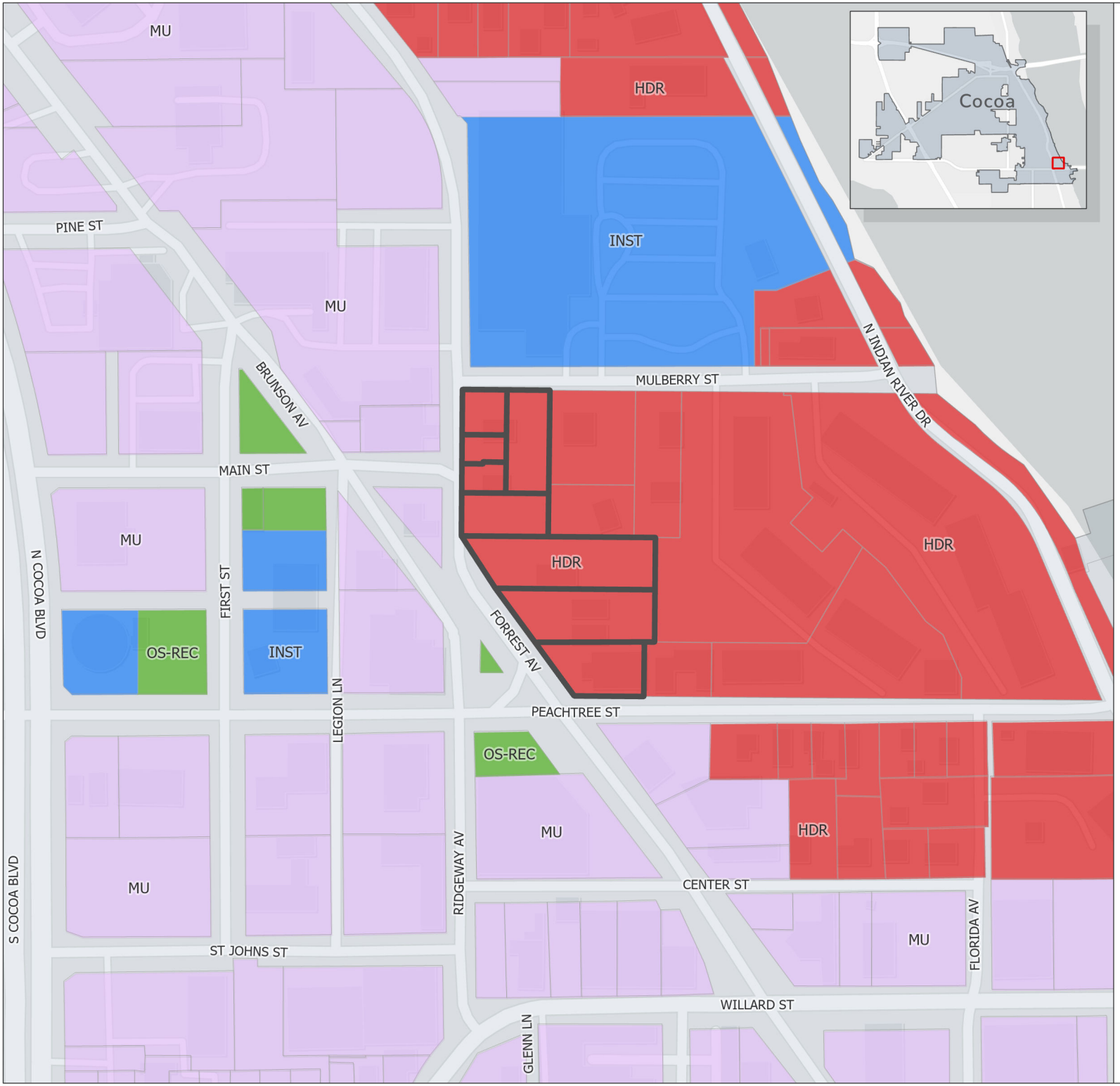
Parcels

Cocoa City Boundary

N

0 200 400 Feet

P20250115-154001.0.1



COCOA
FLORIDA

N

Uptown Forrest Av FLU Map Amendment Future Land Use

January 16, 2025

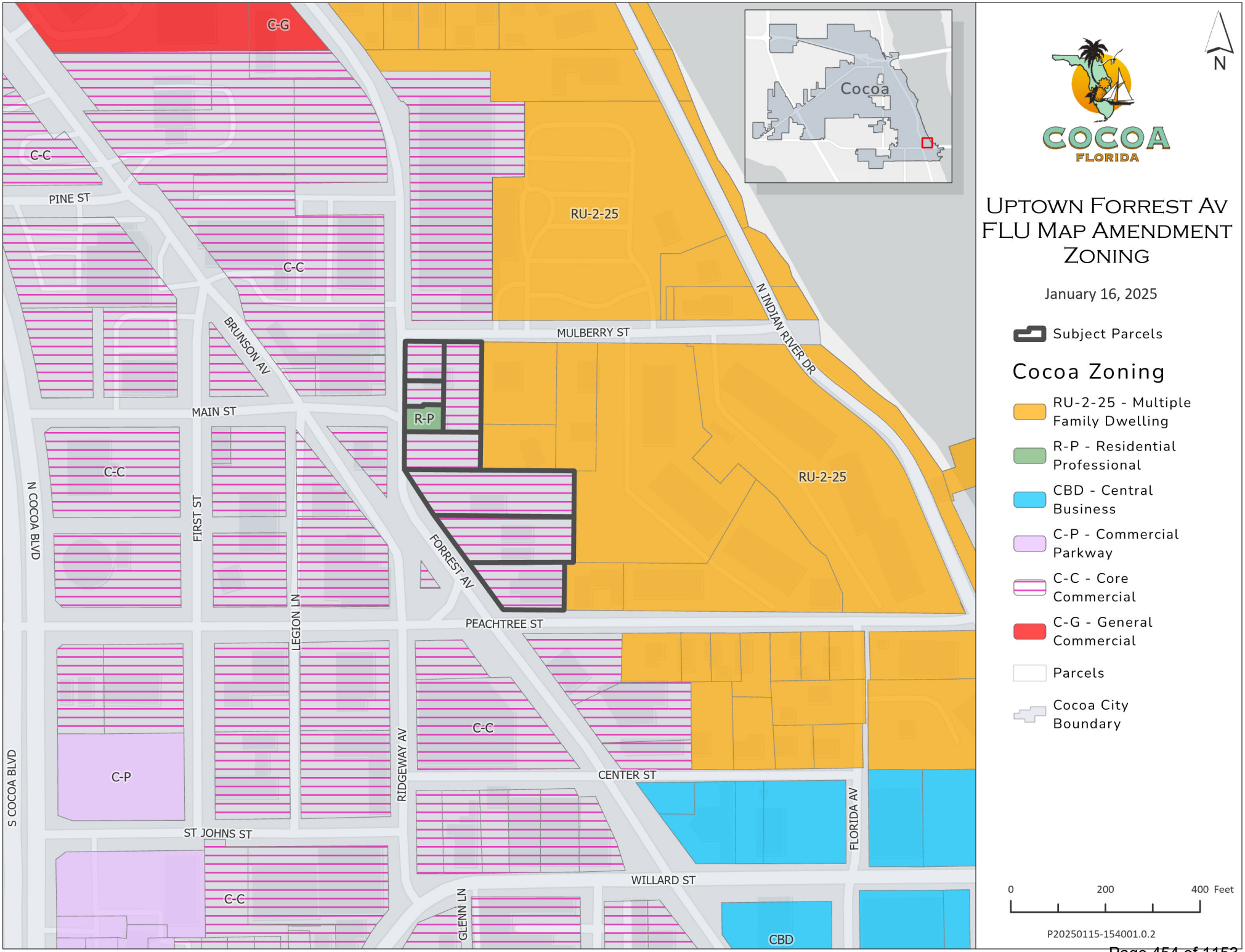
Subject Parcels

Future Land Use

- High Density Residential
- Mixed Use
- Institutional
- Recreation/Open Space
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20250115-154001.0.3


C-G
C-C
PINE ST
C-C
RU-2-25
MULBERRY ST
N INDIAN RIVER DR
BRUNSON AV
MAIN ST
R-P
C-C
RU-2-25
N COCOA BLVD
FIRST ST
FORREST AV
PEACHTREE ST
LEGION LN
C-C
C-P
RIDGEWAY AV
CENTER ST
FLORIDA AV
S COCOA BLVD
ST JOHNS ST
C-C
WILLARD ST
GLENN LN
CBD
Cocoa
N
COCOA
FLORIDA
UPTOWN FORREST AV
FLU MAP AMENDMENT
ZONING
January 16, 2025
Subject Parcels
Cocoa Zoning
RU-2-25 - Multiple Family Dwelling
R-P - Residential Professional
CBD - Central Business
C-P - Commercial Parkway
C-C - Core Commercial
C-G - General Commercial
Parcels
Cocoa City Boundary
0
200
400 Feet
P20250115-154001.0.2

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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 09/19/2025
BRE floridatoday.com 09/19/2025

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 09/19/2025

Legal Clerk

Kongmeng Yang
Notary, State of WI, County of Brown

9-3-29
My commission expires

Publication Cost:	$275.24		
Tax Amount:	$0.00		
Payment Cost:	$275.24		
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Customer No:	1127247	1	
PO #:			

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KONGMENG YANG
Notary Public
State of Wisconsin

AD#11681725; 9/19/2025

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:
PZ 25-00500001 COMPREHENSIVE PLAN MAP AMENDMENT | ORD 10-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR EIGHT (8) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 1.9 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG FORREST AVENUE, SOUTH OF MULBERRY ST AND NORTH OF PEACHTREE STREET, IN COCOA, FLORIDA, AS MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "HIGH DENSITY RESIDENTIAL" TO "MIXED USE"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

CONSISTING OF THE FOLLOWING PARCEL ID NUMBERS:
24-36-33-02-*-5, 24-36-33-02-*-5.01, 24-36-33-02-*-6, 24-36-33-02-*-4, 24-36-33-02-*-4.01, 24-36-33-00-11, 24-36-33-00-13, 24-36-33-04-*-B

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
October 1, 2025
CITY COUNCIL PUBLIC HEARING WILL BE HELD ON
October 14, 2025
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.gov.
The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and, for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://www.cocoafl.gov/291/20338/City-Meetings
Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov.
Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://www.cocoafl.gov/291/20338/City-Meetings The City is not responsible for technical difficulties that may occur while viewing or listening online.

CITY COUNCIL AGENDA ITEM

Memo Date:	September 30, 2025
Agenda Date:	October 14, 2025
File ID:	2025-495
Prepared By:	Alexis Crespo, Planning Consultant, RVi
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration of a Land Development Code Text and Map Amendment Appendix A, Article XI Code of Ordinances of the City of Cocoa creating Section 23, Four Corners Overlay District, establishing permitted, special exception, and prohibited uses; providing for performance standards, including setbacks, parking, landscaping, and signage requirements; establishing building design standards; establishing the boundaries of the Four Corners Overlay District.

BACKGROUND:

The Cocoa Planning and Zoning Board is requested to review a city-initiated amendment to the City's Zoning Ordinance to create a new overlay district, called the Four Corners Overlay District (FCOD), for certain properties which are all generally located at the intersection of SR 520 and US Hwy 1, as described in the proposed Ordinance 02-2025 and shown in the Location Map (Exhibit C).

In Fall 2023, City staff identified a number of parcels located along SR 520 and US Hwy 1 that have incompatible zoning and future land use. This situation creates a consistency issue with the Comprehensive Plan and impacts property development opportunities, as all development within the City must comply with the Comprehensive Plan.

Specifically, in the Four Corners area located at the intersection of SR 520 and US Hwy 1, the existing Commercial Parkway (C-P) zoning of the properties is not an applicable zoning district in the Mixed-Use Future Land Use category per the Comprehensive Plan. In addition, it was found that the zoning categories that are consistent with the underlying Mixed-Use Future Land Use (FLU) designation are either not appropriate for the Four Corners properties or are not structured in a manner to support the goals and objectives of the Mixed-Use FLU designations. Staff also recognized that the Four Corners properties are located in the Cocoa Community Redevelopment Area and subject to the Cocoa Community Redevelopment Plan, which calls for a long-range strategy to utilize the Four Corners properties as key gateways into the City of Cocoa and, specifically, the historic Cocoa Village, by promoting high quality development, architecture and wayfinding at the entrance to the City's downtown. The existing available zoning districts again were not suited to achieve these goals.

Given the scope of the impacted area, generally described as the intersection of SR 520 and US Hwy 1, and more clearly shown in the attached maps, City staff requested that

RVi Planning + Landscape Architecture (RVi) review the impacted corridor and provide strategic solutions in how to address the inconsistency issues. RVi created a scope that consisted of five (5) stages:

- City Kickoff and Strategy
- Community Outreach
- Gateway Corridor Land Development Code (LDC) Amendments
- Zoning and Future Land Use Compatibility Strategy
- Public Hearings

The first stage of the project consisted of the City Kickoff and development of initial strategies for the study area as well as planning for Community Outreach. Upon completion of that stage, it was determined that the initial study area would be limited to the Four Corners, which is generally described as the parcels at the intersection of SR 520 and US Hwy 1. The community outreach meeting was held on Monday, June 17, 2024, at the Dr. Joe Lee Smith Recreation Center. A virtual option was provided to attendees as well.

In order to maximize community involvement, 1,800+/- public notice letters were sent two (2) weeks before the meeting. This notice was sent to parcels within both the Cocoa and Diamond Square CRAs.

City staff also created and published a Community Visioning Workshop flyer that was posted on the City's website and created a Facebook event on the City Facebook page promoting the Workshop. The flyer was also included Cocoa's 3rd Quarter 2024 FYI Printed Newsletter that gets mailed to every resident and business owner in Cocoa.

Approximately 100 residents and interested parties attended the Community Workshop in-person, and approximately 2 dozen attended online. A full team from RVi was present, as well as representatives from FDOT and the Space Coast Transportation Planning Organization (TPO). The City of Cocoa Mayor and Councilmembers, along with the City Manager and staff were also present.

RVi provided a detailed presentation that included background of the project, an overview of the City's Zoning Ordinance and Comprehensive Plan and how they impact the Four Corners, an existing conditions analysis, and design considerations in order to meet the intent of the City's adopted Comprehensive Plan. Breakout sessions were held with those in attendance in order to gather feedback on ideas and solutions for Streetscape, Land Use, Mobility, and Urban Design.

A variety of written and verbal feedback was provided relating to land use, built form/architecture and mobility/access that was incorporated into this amendment and the companion Land Development Code Amendment.

As a result of the feedback from the Community Meetings, RVI and staff recommend the following:

1. Prepare a Land Development Code Amendment to create the Four Corners Overlay District addressing the land use regulations and design standard objectives obtained from the community outreach process.

2. Update the Comprehensive Plan to include Commercial Parkway Zoning District within the Four Corners Overlay District, as an applicable zoning district within the Mixed-Use Future Land Use designation, in Figure FLU-1 of the Comprehensive Plan.

On Monday, August 5, 2024, and Monday, August 19, 2024, RVi presented the outcomes of the Community Workshop to the Cocoa CRA, and Diamond Square CRA, respectively. No additional public input was received, and the questions received from the CRAs were generally related to the implementation of potential code changes, uses, timing, and intergovernmental coordination of pedestrian improvements and safety.

At their August 13, 2024, meeting, the City Council was presented the outcomes of the Community Workshop as noted above. The Council provided specific direction to Staff to address the Comprehensive Plan inconsistency issue by allowing a broad range of neighborhood-based, small-scale retail uses within the Four Corners Overlay District. Council members also specifically provided direction to staff that they were not in favor of the following uses within the Overlay:

- Car Wash
- Liquor Store
- Smoke Shop
- Gas Station

The above served as the data and analysis to move forward with the preparation of the Comprehensive Plan Amendment and LDC Amendment relating to the Four Corners Overlay District (FCOD), as well as the City's prior visioning documents, including the Mixed-Use Future Land Use and CRA Plan.

LAND DEVELOPMENT CODE UPDATE:

As a result of the direction given by City Council, RVi in coordination with City staff, has created a new section of the Land Development Code, Section 23, Four Corners Overlay District. The purpose of the district is to codify the outcomes of the community engagement process to ensure the redevelopment of this key intersection aligns with the City's vision. Below is a summary of the proposed sections of the Four Corners Overlay District:

Applicability

This section ensures existing uses and structures that will become non-conforming upon adoption of this LDC amendment can continue in accordance with Article X – Nonconformities of the Zoning Ordinance. This section also establishes a tiered approach to bringing properties into compliance based upon the scope and scale of proposed development and redevelopment, whether it be minor or major.

Minor developments are generally defined as projects requiring change of use, or where buildings are renovated or expanded by more than 30% of the floor area but less than 50%. These smaller-scale projects will only require compliance with landscaping, signage, pedestrian access, and site design elements, i.e. property owners will not have to renovate the architecture of the building or meet setbacks/building placement requirements if below the Major development threshold.

Major developments, generally defined as those projects where buildings are renovated or expanded by more than 50% of the floor area, must comply with the entirety of the Article. Any new buildings constructed in the Overlay must be in compliance with the entirety of the Article.

NOTE: Staff revised the minimum thresholds for Minor and Major Development based upon public input at the June Planning & Zoning Board hearing and cooperation with the affected property owners.

Allowable Uses

The FCOD creates a specific list of permitted uses, a list of uses that require special exception approval, and a list of prohibited uses based upon the intent of the district. An analysis of the C-C, C-N, C-R, P-S, R-P, UMD, CBD, and CBD-CVO districts was completed in order to provide for a wide range of permitted uses within the Overlay.

A broad range of commercial retail, service and office uses are permitted by right including mixed use buildings containing residential dwellings, craft breweries and wineries, health care facilities, restaurants, retail stores, and gyms/fitness facilities. Uses that are inherently “auto dominant” and negatively impact pedestrian connectivity, urban design and aesthetics were included as either special exception uses or are prohibited.

Certain uses that are not currently permitted under the C-P zoning district or required a special exception approval have been added to the FCOD as either permitted or special exception uses, including:

- Craft breweries and craft wineries, with a bar or lounge area as an accessory use, subject to certain conditions

- Financial institutions and related services
- Health care facilities, including hospitals, nursing homes and hospices, and assisted living facilities
- Mixed-use vertically integrated structures
- Pet grooming
- Veterinary hospitals, subject to certain conditions
- Child-care centers (special exception)
- Food truck park, subject to certain conditions (special exception)

Performance, Building & Architectural Standards

Urban design and enhancing the built form of development at this intersection was central to the community outreach discussions. This generated a robust table of standards to guide development and redevelopment in the FCOD. These standards include:

- Maximum setbacks to ensure buildings are oriented to the public right-of-way and pedestrian facilities, which will correspondingly screen parking areas in the side and/or rear yards of sites.
- Elimination of maximum lot coverage restrictions and flexible maximum impervious coverage of up to 95% of the site
- Allowance of a maximum building height of 4 stories and requiring the 4th floor to be “tiered” or set back further from the bottom 3 stories, to create a pedestrian-friendly scale of development.
- Landscaping standards to uphold views from the public rights-of-way, including perimeter/right-of-way planting requirements, as well as foundation plantings around buildings.
- Signage standards to prohibit unattractive and distracting signs, as well as sign proliferation.
- A “menu” of allowable architectural standards to ensure a building is designed with sufficient architectural elements to promote quality urban design. The menu was created to be permissive and allow creativity based upon the range of architectural styles currently built in the City, including: “Old Florida”, Mediterranean, Modern and Colonial vernaculars.
- Incorporation of minimum site elements to promote a sense of place and usable civic areas, such as water features, shaded seating, or landscaping enhancements.
- Specific standards for drive-thru establishments and buildings with overhead doors to screen applicable development from public rights-of-way.

LAND DEVELOPMENT CODE CRITERIA:

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(1), when modifying a zoning district boundary, the Planning and Zoning Board shall consider the

following criteria:

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

Staff Finding: The proposed change is not contrary to the established and intended land use pattern, as directed by the underlying Mixed Use future land use category and CRA plan. The Overlay will promote a walkable, human-scale, urban and mixed-use built form that will complement the established land use pattern and enhance development opportunities at this key intersection.

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

Staff Finding: The Overlay will create a geographically distinct district applicable to the Four Corners area defined herein. This gateway to Cocoa Village warrants context-sensitive development standards, as directed by the Comprehensive Plan, Cocoa CRA Plan, the City's Strategic Plan, and public input obtained at community workshops.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: The Overlay will not materially alter the population density pattern or overtax public facilities. The compact, urban and mixed-use development encouraged by the Overlay will support more efficient use of the public investment of infrastructure in this area. The Overlay does not modify allowable densities or intensities that are currently authorized by the Mixed Use FLU category. Thus, the amendment will not impact the service level of public facilities.

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

Staff Finding: The existing C-P zoning district is illogically drawn as the subject area is within the Mixed Use future land use category, resulting in a conflict between future land use and zoning. The proposed Overlay is logically drawn to address this inconsistency.

e. The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.

Staff Finding: The Overlay is expressly written for consistency with the Comprehensive Plan and the underlying Mixed Use future land use district. The existing Commercial Parkway (C-P) zoning of the properties in the subject area is not an applicable zoning district for the Mixed-Use future land use category.

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

Staff Finding: The adoption of the Mixed-Use future land use category, dating back to 2010, created an inconsistency with the underlying C-P zoning district applicable to the subject area. As stated previously, the adoption of the Overlay is intended to correct this inconsistency and implement the Mixed-Use future land use category goals and objectives.

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

Staff Finding: The Overlay will positively influence living conditions in the neighborhood through enhanced design standards that promote pedestrian-scale buildings, multi-modal accessibility and architectural standards to ensure attractive development and redevelopment.

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

Staff Finding: The Overlay will positively influence traffic by promoting multi-modal accessibility through the proposed development standards, and ensuring a mix of uses that reduce emphasis on auto-oriented developments.

i. The proposed change will create a drainage problem.

Staff Finding: The Overlay maintains building height, setbacks and other related development regulations to ensure appropriate drainage per the requirements of the LDC.

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

Staff Finding: The Overlay maintains building height, setbacks and other related development regulations to ensure no reduction of light and air to adjacent properties, while providing enhanced flexibility for redevelopment.

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

Staff Finding: The Overlay will not adversely affect property values in adjacent areas and is intended to incentivize quality development and redevelopment that will serve to enhance property values in the Overlay and surrounding areas.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: The Overlay provides design standards and an extensive list of

permitted uses allowed by right, or by special exception, intended to incentivize development and redevelopment of the surrounding area and serve as an attractive gateway to the downtown Cocoa Village.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The amendment does not grant special privilege to an individual or owner, provides increased flexibility of design and range of uses, while protecting public welfare.

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

Staff Finding: The existing zoning is inconsistent with the underlying Mixed Use future land use category.

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

Staff Finding: The Overlay is intended to ensure development and future redevelopment is in scale with the needs of the neighborhood via human-scale and pedestrian friendly design standards and use regulations.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: The Overlay is specific to the proposed district boundaries established by this amendment and is geographically distinct from other areas of the City.

Additionally, for Land Development Code Amendments, the Planning and Zoning Board shall also consider the following criteria per Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2):

a. The need and justification for the change.

Staff Finding: As previously noted, City staff identified a number of parcels located along SR 520 and US Hwy 1 that have incompatible zoning and future land use designations. This situation creates a consistency issue with the Comprehensive Plan and impacts property development opportunities. In addition, it was found that the zoning categories that were consistent with the underlying Mixed-Use Future Land Use (FLU) designation were either not appropriate for the Four Corners properties or not structured in a manner to support the goals and objectives of the Mixed-Use FLU designations to achieve pedestrian-scale, walkable compact and well-designed development patterns. The

proposed Overlay addresses these issues and follows the feedback gathered by the community and the direction given by the City Council.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Staff Finding: The proposed Zoning Text Amendment to create the Four Corners Overlay is directly implementing the City's Comprehensive Plan Goals, Objectives, and Policies by ensuring the mix of uses at the intersection are conducive to multi-modal transportation patterns and creating design standards that will direct redevelopment in a manner that enhances visual appeal and the City's aesthetics.

The City of Cocoa created the Mixed-Use Future Land Use category during the 2010 Comprehensive Plan Evaluation and Appraisal updates (EAR). The supporting data and analysis memorandum for the changes to the Future Land Use element of the City's Comprehensive Plan has been attached to this report as supporting background information. In 2010, the data and analysis memo identified certain objectives, including:

- **Reducing sprawl**
- **Improving development efficiency by guiding development to existing growth areas where infrastructure systems are in place and where unit costs for public services and facilities are relatively low**
- **Protecting natural resources by guiding development away from wetlands and other natural resources**
- **Enhancing community character by reinforcing existing development patterns and addressing compatibility issues**

The memo further states that the Mixed-Use Land Use category was created to support commercial development in a mixed-use setting with supporting residential uses and to "encourage the development of compact mixed-use centers and void a strip commercial development pattern." The Mixed-Use Future Land use category was labeled as an "Energy Conservation Area" along with Regional Activity Centers and Conservation Future Land Use categories to promote efficient land use patterns and adopt a strategy to reduce greenhouse gas emissions and promote energy conservation and provision of energy efficient transportation options.

In addition, the data and analysis memo provided that economic development had to be considered as part of the City's long term plans in concert with planning for land use and transportation facilities. It noted certain weaknesses in

the City of Cocoa with regard to economic development, including:

- **Too many distressed commercial corridors**
- **Need for stricter aesthetics and design standards for the corridors, noting that the buildings on commercial corridors lack quality architecture design and landscaping and streetscape features**
- **Lack of high tech employers, high-skilled jobs, professional offices, and variety of restaurants and accommodation services in the City**
- **Negative self-image and lack of an articulated and shared community vision of the City**

The memo also stressed that the SR 520 and US 1 major commercial corridors consisted of primarily auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access and that lacked quality design and landscaping.

The amendment is also consistent with the text of the Mixed-Use Future Land Use category itself. Policy 1.1.2.6 relating to the Mixed-Use future land use category provides for a mixture of residential, commercial, office, recreational and institutional uses along SR 520 and US 1. The standards also encourage a compact and walkable environment to reduce vehicle miles of travel, encourage use of public transit and require a unified architectural and streetscape theme to enhance viewsheds.

The amendment is consistent with Objective 1.1.4 and its policies by encouraging redevelopment, promoting increased vitality through proposed land development regulations, encouraging infill development, requiring interconnectivity between sites, and ensuring pedestrian-scale site and building design.

The amendment is consistent with Goal 1.2 and its supporting objectives and policies by implementing smart growth principles via the establishment of the FCOD, which creates standards to ensure an appropriate mix of uses, integrated site design, walkability, enhanced urban design standards relating to both building design and placement, and landscaping.

The amendment will address an inconsistency between the LDC and Comprehensive Plan, which will satisfy Policies 1.1.10.8 and 1.1.10.11.

The FCOD is intended to address the goals expressed in the Future Land Use element and the historical data and analysis surrounding its creation, which the other zoning districts available were not currently structured to achieve. The City has engaged in a robust effort to involve the community in a unified vision of the Four Corners area, which acts as a key gateway to the City.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
During the Planning and Zoning Board (Board) hearing on June 4th, 2025, property owners within the proposed FCOD expressed concerns regarding the amendments. The Board continued the amendments to September and requested that Staff coordinate with the property owners to understand their concerns and consider proposed changes to the proposed regulations.

Staff received the following input from property owners and their legal representatives, and conducted two (2) meetings with the owners to discuss the owners' requested changes to the ordinance. Three affected property owners submitted three separate requests for changes to the ordinance. The property owners' requested redlines (P.O. Redlines) have been attached to the agenda for the Board's convenience and are summarized here:

- Provide that provisions of the Overlay ordinance will defer to other codes rather than take precedence over other codes.

--> Staff does not recommend accepting this change as it would render the Overlay meaningless and fail to address the Comprehensive Plan objectives and goals of the Mixed-Use future land use category.

- Eliminate thresholds for compliance for Minor and Major Developments and maintain only a Major Development threshold (50% existing floor area replacement). Under this requested revision, properties would not be required to comply with the ordinance unless reaching the 50% threshold.

--> In response, staff revised and increased the threshold for "Minor Developments" from 15% to 30% for building expansion or renovations, and 30% to 50% for "Major" Developments, to provide additionally flexibility to expand/improve existing businesses without triggering compliance with the Overlay District. However, staff recommends maintaining the tiered approach to requiring compliance with the proposed ordinance given the importance of the Four Corners area and its high visibility for all city residents and visitors as a gateway to downtown Cocoa Village. Minor development will require compliance only with landscaping, signage, pedestrian access and visual screening, and site design elements of the ordinance.

- Include the following as **permitted** uses:
    - Automotive repair (currently prohibited in C-P)
    - New and used automotive vehicles, heavy commercial vehicles, major

recreational equipment, agricultural equipment, and mobile home sales and/or rentals with accessory uses (currently requires special exception approval in C-P)
- Retail automotive gasoline/fuel sales as a standalone use (currently prohibited in C-P)
- Storage garage (currently prohibited in C-P)
- 24/7 Gas and Convenience Store (currently retail gas/fuel sales as an accessory use to convenience stores is permitted, subject to conditions)
- Automobile laundry or quick was as an accessory to a Gas and Convenience Store (currently prohibited in C-P)
- Convenience Store with or without gas pumps.
- Dry Cleaner (currently drycleaning pickup stations only permitted in C-P)
- Electronic communication/transmission facilities and exchanges. (currently requires special exception approval in C-P)
- Liquor stores (retail) (currently prohibited in C-P)
- Bars and Lounges (currently requires special exception approval in C-P, subject to certain conditions)
- Motels as defined in 509.242. F.S.
- Package store, beer, and wine.
- Security mobile home or facility located on public or private property. (currently requires special exception approval in C-P)
- Self-service storage facilities. (currently prohibited in C-P)
- Smoke shops, retail vape, retail nicotine/tobacco/smoking device dealers, hookah lounges.
- Pharmacy, medical marijuana treatment center dispensing facilities, and apothecaries. (currently prohibited in C-P)
- Cellular towers. (currently requires special exception approval in C-P)
- All other uses not listed above which are currently permitted under CP Zoning.

--> Staff did not recommend inclusion of these requested uses due to inherent conflict with the Comprehensive Plan's Mixed Use future land use category and Council's recommendation at the August 13th meeting. Including these uses would nullify the intent of the Four Corners Overlay District by retaining and expanding the inconsistency.

At the second Planning and Zoning Board hearing conducted on September 10th, 2025, the Board recommended APPROVAL of the proposed Land Development Code Text and Map Amendment, as presented by Staff.

RECOMMENDED MOTION:

Staff recommends **APPROVAL** of a Land Development Code Text and Map Amendment Appendix A, Article XI Code of Ordinances of the City of Cocoa creating Section 23, Four Corners Overlay District, establishing permitted, special exception, and prohibited uses; providing for performance standards, including setbacks, parking,

landscaping, and signage requirements; establishing building design standards; establishing the boundaries of the Four Corners Overlay District.

ORDINANCE NO. 02-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI OF THE CODE OF THE CITY OF COCOA, CREATING AND ADOPTING THE FOUR CORNERS OVERLAY DISTRICT; PROVIDING FOR ITS PURPOSE AND APPLICABILITY; ESTABLISHING PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; PROVIDING FOR PERFORMANCE STANDARDS, INCLUDING SETBACKS, PARKING, LANDSCAPING, AND SIGNAGE REQUIREMENTS; ESTABLISHING BUILDING DESIGN STANDARDS; ESTABLISHING THE BOUNDARIES OF THE FOUR CORNERS OVERLAY DISTRICT, PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBITS "A" AND "B" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, certain properties located near the intersection of State Road 520 and US 1 within the City of Cocoa are currently zoned Commercial Parkway (C-P) and have a Future Land Use designation of Mixed Use in the City of Cocoa's Comprehensive Plan; and

WHEREAS, the Commercial Parkway (C-P) zoning district is not currently an allowable zoning district within the Mixed Use Future Land Use category; and

WHEREAS, the City Council desires to create and adopt a new Four Corners Overlay District (FCOD), which shall be a zoning overlay district for certain designated properties currently zoned Commercial Parkway (C-P) with a Mixed Used Future Land Use designation; and

WHEREAS, the City of Cocoa held a visioning workshop on June 17, 2024, requesting public input from the City's residents regarding solutions for streetscape, land use, mobility, and urban design considerations to implement the goals and objectives of the Mixed Use Future Land Use designation within the Four Corners area as described herein, the results of which were presented to the City Council, Cocoa Community Redevelopment Agency, and the Diamond Square Redevelopment Agency for further feedback on August 13, 2024, August 5, 2024, and August 19, 2024, respectively; and

WHEREAS, all properties within the FCOD are located within the Cocoa Community Redevelopment Area, and the FCOD is also intended to implement the Cocoa Redevelopment Agency Redevelopment Plan, as amended, which calls for a long-range strategy to utilize the FCOD properties as key gateways into the City of Cocoa and, specifically, the historic Cocoa Village, by promoting high quality development, architecture and wayfinding at the entrance to the City's downtown; and

WHEREAS, the goals and objectives of the Mixed Use Future Land Use designation, Cocoa Community Redevelopment Plan, and the results of the visioning workshop suggest that the FCOD should encourage the development of mixed-use projects, neighborhood-based, small-scale retail and service based uses with enhanced landscaping and architectural standards; and

WHEREAS, the Planning and Zoning Board of the City of Cocoa held a duly noticed public hearing on _____, regarding this Ordinance; and

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

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

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

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

Section 2. **Adoption of the Four Corners Overlay District.** Appendix A, Zoning, Article XI, Schedule of District Regulations, of the Code of the City of Cocoa is hereby amended to add a new Section 23 entitled "Four Corners Overlay District." Said amendments are set forth in full in **Exhibit "A"** attached hereto and fully incorporated herein by this reference.

Section 3. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change incorporating the Four Corners Overlay District for the real property identified and further depicted and described on **Exhibit "B,"** attached hereto and incorporated herein by this reference. City Staff are hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 7. **Effective Date.** This ordinance shall become effective immediately upon the effective date of Ordinance No. 01-2025 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance No. 01-2025 does not become effective, then this Ordinance shall become null and void.

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, CMC
City Clerk

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

EXHIBIT A

Sec. 23. - Four Corners Overlay District

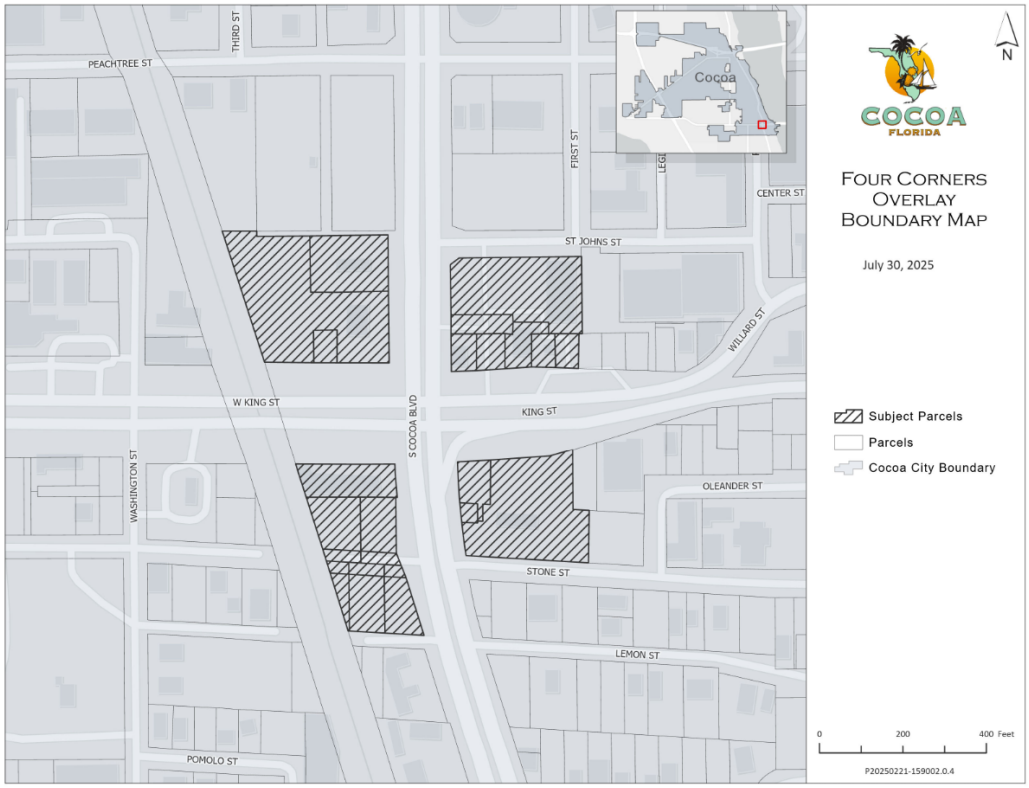
(A) RELATIONSHIP TO THE COCOA REDEVELOPMENT AREA (CRA). The Four Corners Overlay District (FCOD) assists in the implementation of the Cocoa Redevelopment Agency Redevelopment Plan, as amended. All properties within the FCOD are located within the Cocoa Community Redevelopment Area. The Redevelopment Plan provides for a long-range strategy to utilize the FCOD properties as key gateways into the City of Cocoa and, specifically, the historic Cocoa Village, by promoting high quality development, architecture and wayfinding at the entrance to the City's downtown.

(B) PURPOSE. The purpose of the Four Corners Overlay District (FCOD) is to encourage attractive, functional, compact and multi-modal redevelopment of the State Road 520/King Street and US Highway 1 intersection, which serves as a key gateway to the City of Cocoa Redevelopment Area, and more specifically Cocoa Village. The Overlay implements the Redevelopment Plan's vision by establishing urban design standards to improve the built form, community character, aesthetics and function of the "Four Corners" of the intersection.

(C) APPLICABILITY.

1. The FCOD shall apply to those properties depicted in Figure No. FCOD 1. All properties shall have the Mixed Use Future Land Use Designations, as detailed in the City's Comprehensive Plan.

Figure FCOD 1



2. The provisions of this Section, when in conflict with other sections of the Zoning Ordinance of the City of Cocoa, shall take precedence over such other codes, ordinances, regulations and standards, including the Cocoa Waterfront Overlay District, except the Local Health and Safety Codes. Where in conflict, numerical metrics shall take precedence over graphic metrics.

3. Legal non-conforming uses and structures may continue in accordance with Appendix A Zoning, Article X.

4. Issues not covered by this Section shall be subject to those sections of this Zoning Ordinance addressing such issues, except where they would be in conflict with Subsection (B) of this Section, Purpose.

5. Major Development. The regulations contained in this Code shall apply to both new development and major redevelopment activities within the FCOD. Major development activities, for purposes of this Section, are defined below and must comply with all provisions of this Section.
   a. Any new development requiring approval of a Small-Scale or Large-Scale Site Plan; or
   b. The building floor area is being increased by fifty (50) percent or more; or
   c. Fifty (50) percent or more of the existing building floor area is being replaced; or
   d. There is a combination of floor area increase and existing floor area replacement by fifty (50) percent or more of the original building floor area; or
   e. Building renovation or improvements performed over a period of five (5) years that are fifty (50) percent or more of the current assessed value of the structure or greater.

6. Minor Development. Minor developments, for the purpose of this Section, are defined below and must comply with Landscaping, Signage, Pedestrian Access and Visual Screen, and Site Design Elements regulations in subsections (H) and (J) of this Section.
   a. Projects requiring approval of a Minor Amendment to a Site Plan, including changes of use;
   b. The building floor area is being increased by thirty (30) percent or more; or
   c. Thirty (30) percent or more of the existing building floor area is being replaced; or
   d. There is a combination of floor area increase and existing floor area replacement exceeding thirty (30) percent of the original building floor area but less than fifty (50) percent; or
   e. Building renovation or improvements performed over a period of five years that exceed thirty (30) percent but are less than 50 percent of the current assessed value of the structure.

7. The addition of any new principal building or structures on a parcel with a previously constructed structure which shall remain and/or the creation of an outparcel for new development shall require compliance with all regulations of this Section for such new building or structure and shall require compliance with Landscaping, Signage, Pedestrian Access and Visual Screen regulations in subsection (H) and (J) for the entire property. The existing structure and its use shall remain subject to Appendix A, Zoning, Article X.

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

1. Book and stationery stores, business supply retail stores.

2. Business service establishments.
3. Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities and other places of worship.
4. Craft breweries and craft wineries, with a bar and/or lounge area as an accessory use, subject to the following:
    a. Onsite production shall be limited to beer or wine only; and
    b. Bar and lounge areas associated with the brewery may serve beer and wine, only; and
    c. No alcohol consumption, other than that associated with the bar and lounge area, shall be permitted on-site; and
    d. All materials and supplies related to the brewery or winery operation shall be stored in an enclosed structure.
    e. The craft brewery or winery must comply with the restrictions as to location in Appendix A, Zoning, Article XIII, Section 20.
5. Commercial recreation such as theatres, driving ranges, bowling alleys, and similar uses except drive-in theatres (enclosed structures shall be air conditioned).
6. Cultural centers, social service centers, museums, galleries, and community centers-Noncommercial.
7. Financial institutions and related services.
8. Grocery Stores
9. Gym and fitness facilities, 7,500 square feet or less.
10. Health care facilities, including but not limited to hospitals, nursing homes and hospices, and assisted living facilities.
11. Health food stores.
12. Hotels, as defined in 509.242, F.S, except there shall be no more than fifty (50) units per gross residential acre, and the minimum living area per room shall be three hundred (300) square feet.
13. Libraries.
14. Mixed use, vertically integrated structures consisting of multiple-family residential and/or office uses over retail, or other similarly mixed-uses.
15. Personal service establishments such as florist shops, barber and beauty shops, laundry and dry-cleaning pickup stations, tailor shops, and similar uses.
16. Pet grooming.
17. Plant nurseries and greenhouses, providing that no outside display of merchandise shall be contained in the required setbacks.
18. Printing, engraving and related reproduction processes as well as the publishing and distribution of books, newspapers and other printed material.
19. Private clubs in conjunction with a mixed-use, commercial or hotel use.
20. Professional offices, services, and studios such as medical; dental; optical; legal; engineering; real estate; insurance; travel agents; employment services consultant.
21. Post Offices
22. Restaurants (bars and lounges allowed only as an accessory use to restaurant), subject to the following:
    a. Walls and/or opaque vegetative screening buffers shall be required between the restaurant and adjacent properties with residential zoning designations.
23. Research, design and development activities and accessory laboratories where the use does not involve:
    a. Operation of heavy machinery or equipment, or
    b. Creation of noise, fumes, dirt, or
    c. Damage to or interference with other properties.
    d. Where all work is done within the building.
    e. Where no product is manufactured except purely incidental results of such research, design and development activities for the purpose of these activities only and not for sale.
24. Retail stores, sales and display rooms (except automotive) and similar uses, not exceeding 30,000 square feet in size, including not limited to places such as bakeries and

confectionary/ice cream stores in which goods are produced and sold at retail upon the premises. Outside display areas providing the following provisions are met:

a. The area outside shall not exceed in size one-third (⅓) the enclosed area of the principal structure.
b. The outside display area shall be surfaced with concrete or asphalt or other suitable materials.
c. The outside display area may be open along the front of the lot but shall be effectively screened on the sides in order to avoid any deleterious effect on adjacent properties.
d. The outside display areas shall be considered the same as the floor area for the purpose of calculating off-street parking requirements.

25. Shopping center.
26. Veterinary hospitals and clinics provided that all areas used for boarding or temporary housing of animals shall be completely enclosed unless appropriate safeguards are constructed to control objectionable odors and/or noises.

(E) ACCESSORY USES AND STRUCTURES.

1. Customary accessory uses clearly incidental and subordinate to the principal use, and in keeping with the highway approach character of the district.

(F) SPECIAL EXCEPTIONS. The following uses shall require special exception approval within the Four Corners Overlay District:

1. Childcare centers, day nurseries of kindergartens.
2. Food Truck Park with the following standards:
   a. A stabilized surface for the parking of the intended number of food trucks must be provided.
   b. A minimum 10 feet of clearance between each food truck must be provided. The site plan must demonstrate adequate access and area for effective delivery of emergency services.
   c. Central water and sewer must be provided for all mobile food vendors and the general public.
   d. A minimum of one (1) trash receptacle per food truck must be provided. A dumpster pad and enclosure must be provided to support the food truck park and must be screened from views from streets and adjacent properties.
   e. The food truck park must be the sole principal use of the property. A minimum of two (2) food trucks must be parked on the property at all times.
   f. The site must contain a permanent accessory structure with a minimum square footage of 1,000 SF or 250 SF per food truck space, whichever is greater, to provide restrooms, seating and service areas. Restroom facilities will be required based on the standards of the Florida Building Code.
   g. Any accessory structures, seating areas, pedestrian access must be specifically approved as part of the submitted Site Plan.
   h. There shall be no more than one food truck park within 500 feet of another permitted park or mobile food vending location.
   i. Parking will be provided at three (3) spaces per food truck, plus one (1) additional parking space per 15 seats.
   j. The provisions of Article XIII, Section 32 – Mobile Vending shall not apply to a food truck park.
3. Multiple-family dwellings as regulated by Section 6, RU-2-25 Multiple-Family District.

(G) PROHIBITED USES. The following uses shall be prohibited within the Four Corners Overlay District:

1. Automobile laundry or quick wash.
2. Automotive Repair.

3. Convenience Store with or without gas pumps.
4. Dry cleaning plants.
5. Electronic communication/transmission facilities and exchanges.
6. Liquor stores (retail) .
7. Bars and lounges.
8. Mortuaries and funeral homes.
9. Motels as defined in 509.242, F.S.
10. New and used automotive vehicles, heavy commercial vehicles, major recreational equipment, agricultural equipment, and mobile home sales and/or rentals with accessory uses.
11. Package store, beer and wine.
12. Retail automotive gasoline/fuel sales as a standalone use.
13. Storage garage.
14. Security mobile home or facility located on public or private property.
15. Self-service storage facilities.
16. Smoke shops, retail vape, retail nicotine/tobacco/smoking device dealers; hookah lounges.
17. Pharmacy, medical marijuana treatment center dispensing facilities, and apothecaries.
18. Television dish receivers and antennae as regulated by Article XIII, Section 21, Television dish receivers and antennae, cellular towers.
19. In addition to the uses listed in this Subsection (G), all other uses not specifically or provisionally permitted herein.

(H) PERFORMANCE STANDARDS. The following performance standards apply to applicable development and redevelopment in the FCOD.

Performance Standards	**Requirements**		**Notes**
	Minimum Requirement	**Maximum Requirement**	
Building Placement/Height			
Street/Front Yard(s)	10 feet	15 feet	Maximum street setback may be increased in order to accommodate sidewalk café/outdoor seating areas or public/civic use areas in compliance with standards set forth in Section 14-65 of the City Code.
Side Yard (Interior)	5 feet	N/A	
Rear	15 feet	N/A	
Maximum Building Height	Four (4) stories/60 feet		Up to four (4) stories in height permitted where fourth story is setback a minimum of 5' and a maximum of 10' from the third story. Ground Floor Height: minimum fifteen (15) feet, maximum thirty (30) feet. When the ground floor height is twenty (20) feet or greater, it shall count as two (2) stories. Upper Floor Height: minimum 9 (nine) feet, maximum

		fourteen (14) feet, measured floor to floor.
Maximum Impervious Coverage	75%	Maximum impervious coverage may be increased to 95% if the development demonstrates enhanced landscaping, multi-modal access including but not limited to transit stop, enhanced architectural design, public art and/or civic space, gateway and wayfinding elements, public easements, as to be determined by the City Manager or his designee.
Maximum Lot Coverage	Not applicable	No maximum lot coverage is established for the FCOD.
Parking		
Off-Street Parking	Pursuant to article XII, Off-street Parking and Loading Regulations, provided, however, that vertically-integrated mixed-use developments, where residential and non-residential uses are located within the same structure, may be allowed a reduction in parking up to 20% upon a request by the applicant and subject to the approval of the City Manager or designee, Planning and Zoning Board or City Council, as applicable, through the site plan approval process. Shared parking agreements are encouraged.	The placement of off-street parking is prohibited between the front building façade(s) and abutting rights-of-way.
Off-Street Loading	Pursuant to article XII, Off-street Parking and Loading Regulations.	Service areas, which include areas designated for loading and unloading of goods, and refuse collection shall be buffered from rights-of-way by a minimum of one (1) canopy tree every thirty (30) feet on the exterior of a minimum six (6) foot high wall or hedgerow.
Landscaping		
Streetscape Buffer	A landscaped strip of land at least ten (10) feet in width shall be provided between the abutting right-of-way and the principal or accessory structure. Such landscaping shall include two (2) canopy trees for each fifty (50) lineal feet or fraction thereof,	

	consistent with Florida Power & Lights (FPL) "Right Tree, Right Place" guidelines relating to tree sizing and setback from powerlines. Canopy trees may be replaced by palms, in clusters with a minimum of three (3) palm trees equivalent to one (1) canopy tree. A hedge row of at least three (3) feet in height shall be placed along the perimeter of such landscaped strip.	
Abutting Property & Vehicle Use Area Buffers	In accordance with Article XIII. - Supplementary District Regulations, Section 5 Visual Screens and Section 22, Landscape Requirements	
Building Perimeter Plantings	Foundation plantings around the perimeter of the building equal to ten (10) percent of the proposed building gross ground level floor area.	Planting areas must be located abutting all sides of the building, (not including the loading area), except when the side of the building directly abuts a landscape buffer. The perimeter planting areas must consist of landscape areas, raised planters or planter boxes that are a minimum of five feet wide. These landscape areas must include shrubs and ground cover plants with a minimum of 50 percent coverage of the landscape area at the time of planting.
Signage		
Allowable Sign Types	Permanent signage types are limited to attached/wall and monument-style ground signs only, except menu board signs associated with sidewalk cafes are permitted as set forth in this Code. Temporary signs are permitted in accordance with Code of Ordinances, Chapter 3, Article II, Sign Regulations. Window signs shall be limited to applique or decal signage permitted in accordance with Code of Ordinances, Chapter 3, Article II, Sign Regulations.	All other sign types are expressly prohibited, including but not limited to, pole signs, Neon/LED/electronic, laser or video signs. Animated, flashing or swinging signs; Roof signs; Trailer signs; pennants, feather signs or streams; balloons or inflatable signs; poster window signs.
Number of Signs	One (1) ground and one (1) attached or wall signage are permitted per principal structure, except that one (1) ground sign and one (1) attached or wall sign is permitted on each primary façade on a corner lot.	Temporary signs are permitted in accordance with Code of Ordinances, Chapter 3, Article II, Sign Regulations.

Maximum Sign Height	Eight (8) feet measured from the center line of the adjacent right-of-way for ground	
Maximum Sign Area	The combined square footage of all signage may not exceed 1 square foot of signage per linear foot of property frontage on a public right-of-way, but in no case may exceed 64 square feet.	Wall sign area may not exceed 20% of the façade area on which the sign is located. No more than 20% of the window area may be obscured by window signage.
Sign Setbacks (Wall Signs)	0’	
Sign Setbacks (Ground Signs)	10’	
Access Standards		
Pedestrian Access	All developments must provide internal sidewalks/pedestrian access to the entrances of each building from the adjoining public sidewalk system and sidewalks on abutting properties. Pedestrian interconnectivity between parcels is required.	
Vehicular Access	Pursuant to Land Development Code, Article XIII, Section 4. Vehicular interconnectivity between parcels is required.	
Visual Screens		
Fencing	Pursuant to Land Development Code, Article XIII, Section 5, Commercial Fence and Wall Bulk Regulations, except that fencing on property lines abutting public rights-of-way must be decorative in nature and limited to 4 feet in height. Chain link fencing is expressly prohibited along all property lines.	

(l) BUILDING DESIGN STANDARDS. Buildings in the FCOD shall demonstrate a coherent architectural vernacular and associated building features/elements to promote visually pleasing and context-sensitive development consistent with sound principles of urban design in the City.

1. Design Intent. Building design for development and redevelopment in FCOD must demonstrate consistency with the following objectives:
   a. Encouraging building forms that reinforce pedestrian access and mobility.
   b. Creating usable outdoor space through the arrangement and interconnectivity of commercial buildings along street frontages.
   c. Encouraging buildings of compatible type and scale using varied architectural styles.
   d. Enhancing the City’s gateway to Cocoa Village as an attractive destination and enhancing the visual quality of the City.
   e. Maintaining and enhancing the City’s sense of place and its property values.

2. General Facade Standards. All facades of a building shall be designed with a consistent architectural style, detail, and trim features, as set forth below:
   a. Primary facades. A primary facade is one that is in public view and faces or abuts a public or private street or right-of-way. A maximum of two facades will be considered primary facades, when more than two facades of a building have frontage on a street or right-of-way. All other facades will be considered secondary facades. Primary facades must comply with the following requirements:

      i. Building entrance. Buildings located along a public or private street or pedestrian right-of-way shall be designed with an entrance to the building abutting each street or pedestrian right-of-way.
      ii. Design features. The design of each primary facades shall include, at a minimum, two of the following design features:

         (a) Glazing covering at a minimum 30 percent of the primary facade area, consisting of window and glazed door openings. False or faux windows are prohibited. As an alternative, up to 30 percent of the required glazing area may be covered with a trellis in lieu of glazing.
         (b) Projected, or recessed covered public entries providing a minimum horizontal dimension of eight feet, and a minimum area of 128 square feet.
         (c) Covered walkways, or arcades (excluding canvas type) depending on selected vernacular. The structure shall be permanent, and its design shall relate architecturally to the principal structure. The minimum width shall be eight feet, with a total length measuring 60 percent of the length of the associated facade.

   b. Projections and Recesses. The building design must reduce the monotony of facades by breaking architectural elements into smaller pedestrian scale components or through use of varied materials, textures or colors, trim, roof lines, canopies and awnings in order to provide variation and visual interest. Façades shall be organized into three major components, the base (ground level), body (upper architecture) and cap (parapet, entablature or roofline).

      i. All projects shall provide horizontal architectural treatments and/or façade articulations such as cornices, friezes, balconies, piers, awnings, pedestrian amenities, or other features for the first 15 feet of building height, measured vertically at street level.
      ii. Projects with sixty linear feet or more of building frontage shall provide vertical architectural treatments and/or façade articulations such as columns, pilasters, indentations, stonework or similar treatment, storefront bays, windows, landscaping, or other feature at least every 30 feet on center. The vertical break shall be at least 24 to 36 inches in width.

3. Architectural Vernacular. The design standards applicable to this Overlay are intended to support development and redevelopment in context with the range of historical architectural styles found within the City consisting of the "Old Florida"/"Florida", “Mediterranean Revival”, “Modern” and “Colonial” styles.
   a. Where “Old Florida/Florida” vernacular is utilized, the exterior finish material on all facades must be solid wood or cement-fiber board or stucco. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite Figures below.

      i. Small building massing, vary building form, volume, and heights
      ii. Lap siding with moldings at all fenestration
      iii. Covered verandas, porch, or colonnades at public entrances
      iv. Roof overhangs shall have a minimum projection of 2'-6"

v. Metal Roofs (or material emulating) with a minimum roof pitch of 5:12
vi. Hinged shutters, including Bahamas shutters
vii. Exposed rafter tails
viii. Dormers with a minimum roof pitch of 12:12
ix. Column covers shall be solid wood or cement-fiber board or cement-plaster (stucco) proportioned appropriately to the small scale of the building massing
x. Cornice molding and banding articulated
xi. Awnings, fabric or metal covering

Composite Figure 1: Florida Vernacular

b. Where “Mediterranean Revival” vernacular is utilized, the exterior finish material on all facades must be smooth or textured stucco. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite Figures below.

i. Low pitched roofs, slope ratio of 3:12, hip, gable, with decorative brackets
ii. Covered verandas or porticos at public entrances
iii. Roof overhangs shall have a minimum projection of 2'-0"
iv. Tile or cast concrete barrel tile roofs (or material emulating)
v. Arcades, colonnades, and loggias with cement-fiber (stucco) finish columns, tapered or straight shafts with built-up base and capital
vi. Ornament of terra cotta or cast concrete
vii. Visually strong public entrance with deep stilted, elliptical entablature, and cornice moldings
viii. Arched or flathead windows and articulated trim, sill, and aprons of cement-plaster (stucco)
ix. Pergolas
x. Bell towers with pitched roof
xi. Articulated parapets on all facades (if required to conceal rooftop HVAC equipment)
xii. Symmetrical massing of façade
xiii. Articulated Iconic or Doric column capitals with thin abacus caps
xiv. Entablature with architrave, cornice, and frieze
xv. Quatrefoil accents

Composite Figure 2: Mediterranean Revival Vernacular

c. Where “Modern” vernacular is utilized, the exterior finish material on all facades must be smooth stucco. Brick accents are permitted. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite Figures below.

i. Flat roof with vertical projections above roof line; at roof with vertical projections above roof line
ii. Use of glass, glass block, mirror, and terrazzo accents
iii. Building design implements functional, open-air spaces, such as wide balconies, breezeways, and expansive sunshades
iv. Use of angular, asymmetric, geometric features, such as windows, trim, and accents
v. Light colors with contrasting banding at roofline and around windows and entry
vi. Ornamental statement walls with geometric or abstract patterns.
vii. Geometric railing, columns/post or iron work.

Composite Figure 3: Modern Vernacular

d. Where “Colonial” vernacular is utilized the exterior finish material on all facades must be lapped board siding, brick or smooth stucco. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite figures below.

i. Railings consisting of square balusters, turned balusters, or wrought iron/metal picket.
ii. Brick or stucco chimney.
iii. Porches with columns, balustrade elements and entablatures.

iv. Paneled and/or louvered shutters to be proportioned with the window width.
v. Lintels consisting of brick, stone, pre-cast concrete with smooth face and flush with veneer
vi. Dormers within the roofline.
vii. Symmetrical entries including door(s), windows, columns and porches.
viii. Column covers of solid wood or cement-fiber board or cement-plaster (stucco) proportioned appropriately to the small scale of the building massing;
ix. Gable or hip style roof with a pitches ranging from 6:12 to 10:12 slope.Flat roofs may be permitted for structures greater than 5,000 square feet of gross building area with the following requirements:
    a. Stepped parapet walls, not to exceed 42 inches high or as required to enclose rooftop equipment.
    b. Minimum 18-inch-high cornice treatment with three changes in the relief or thickness.
    c. Combination of pitched and flat roofs.
x. Fiberglass asphalt shingles or standing seam metal.
xi. Gutters and downspouts shall have a metal finish.

Composite Figure 4: Colonial Vernacular

(J) SITE DESIGN ELEMENTS. All projects shall have a minimum of two (2) of the following site elements:

1. Decorative landscape planters or planting areas, a minimum of five feet wide, and areas for shaded seating consisting of a minimum of 100 square feet.
2. Integration of specialty pavers, or stamped concrete along the building perimeter walkway. Said treatment shall constitute a minimum of 60 percent of walkway area.
3. Fountain or water element, a minimum of 100 square feet in area.
4. Two (2) accent or specimen trees, above the minimum landscape code requirements, along the front facade with a minimum height of 18 feet at planting.

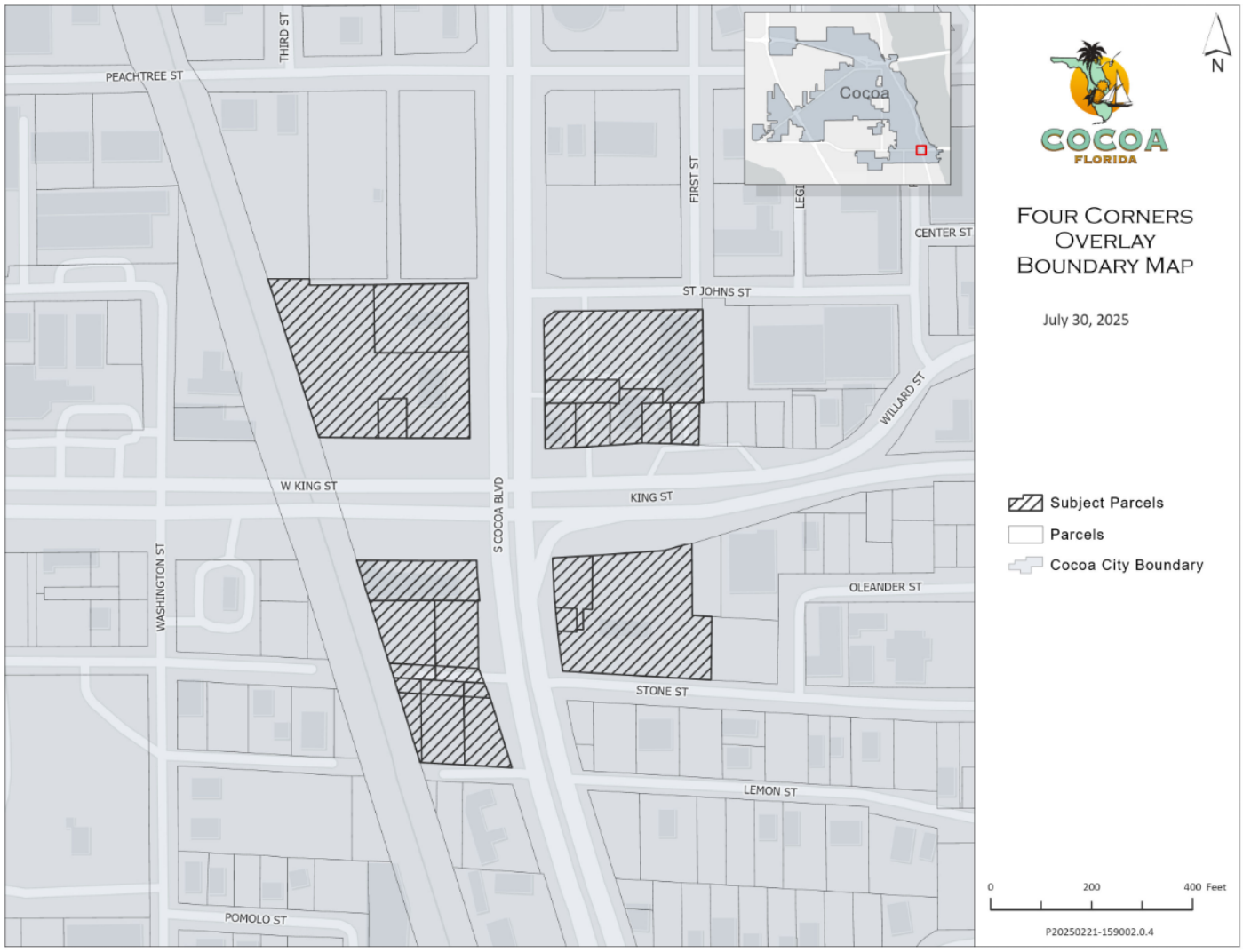
(K) SUPPLEMENTARY REGULATIONS.

1. Drive Thru Establishments.
   a. All drive-thru facilities (including pick up window(s), call boxes, menu boards, queuing lanes, and similar), regardless of principal use, shall be secondary in emphasis and priority to any other access and circulation functions. Such facilities shall be located on the rear and interior side of the building in order to block visibility from public rights-of-way through decorative screening, such as landscaped walls or panels, pergolas, trellises, lattice work or similar. In no case shall drive-thru facilities be located on street-facing facades of corner lots.
   b. Drive thru lanes shall not interrupt direct pedestrian access and avoid potential pedestrian/vehicle conflict. Each drive-through facility shall provide a walk-up service option, as well as drive-in. Pedestrian access cannot be routed through drive-through lanes, unless a clearly marked and elevated pedestrian crosswalk is provided through the drive-through lane(s) for safety purposes.

2. Outdoor display areas. Temporary exterior commercial uses, seating, dining and displays along the storefront's adjacent sidewalks are encouraged subject to approval by the City. All temporary displays shall maintain a minimum clear pedestrian walkway of five feet and shall not be located in off-street parking areas.

3. Overhead doors. Overhead doors, drop-off locations, service doors, dumpsters and/or loading docks shall not be located on the primary facades.

EXHIBIT B
Four Corners Overlay District Description



CONSISTING OF THE FOLLOWING TAX ID NUMBERS:

24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-31-*-R.1, 24-36-33-31-*-R.2, 24-36-33-31-*-R.3, 24-36-33-31-*-R.4, 24-36-33-31-*-R.5, 24-36-33-31-C-1, 24-36-33-31-C-2, 24-36-33-31-A-5, 24-36-33-00-251, 24-36-33-30-*-8, 24-36-33-00-289, 24-36-33-00-288, 24-36-33-30-*-21.03, 24-36-33-30-*-21.04, 24-36-33-00-258, 24-36-33-30-*-14, 24-36-33-30-*-15, 24-36-33-00-253, 24-36-33-32-*-9, 24-36-33-32-*-7, 24-36-33-32-*-3

FOUR CORNERS OVERLAY DISTRICT

DATA & ANALYSIS

CP ZONING DISTRICT

Sec. 14. District and intent—C-P, Commercial Parkway District.

The provisions of this district are intended to apply to areas located adjacent to a main highway approach to the city. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city. Large lot sizes and other restrictions are intended to minimize frequent ingress and egress to the highway from abutting uses, thereby allowing the thoroughfare to serve its primary function of carrying an uninterrupted flow of traffic.

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

(1) Retail stores, sales and display rooms, including places in which goods are produced and sold at retail on premises.

(2) Personal service establishments such as florist shops, barber and beauty shops, laundry and dry cleaning pickup stations, tailor shops, and similar uses.

(3) Professional offices, studios, clinics, laboratories, general offices, business schools and similar uses, eating and drinking establishments.

(4) Commercial recreation such as theatres, driving ranges, bowling alleys, and similar uses except drive-in theatres (enclosed structures shall be air conditioned).

(5) Research, design and development activities and accessory laboratories:

a. Where the use does not involve:

1) Operation of heavy machinery or equipment, or

2) Creation of noise, fumes, dirt, or

3) Damage to or interference with other properties.

b. Where all work is done within the building.

c. Where no product is manufactured except purely incidental results of such research, design and development activities for the purpose of these activities only and not for sale.

(6) Hotels and motels except there shall be no more than fifty (50) units per gross residential acre:

a. Minimum living area per dwelling unit shall be three hundred (300) square feet.

(7) Plant nurseries and greenhouses, providing that no outside display of merchandise shall be contained in the required setbacks.

(8) Retail stores using outside display areas providing the following provisions are met:

a. The area outside shall not exceed in size one-third (⅓) the enclosed area of the principal structure.

b. The outside display area shall be surfaced with concrete or asphalt or other suitable materials.

c. The outside display area may be open along the front of the lot but shall be effectively screened on the sides in order to avoid any deleterious effect on adjacent properties.

d. The outside display areas shall be considered the same as the floor area for the purpose of calculating off-street parking requirements.

(9) Public and private clubs and lodges.

(10) Package store, beer and wine.

(11) Retail automotive gasoline/fuel sales as an accessory use to convenience stores, subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

(12) Gym and fitness facilities.

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory uses clearly incidental and subordinate to the principal use, and in keeping with the highway approach character of the district.

(C) SPECIAL EXCEPTIONS.

(1) Multiple-family dwellings as regulated by section 6, RU-2-25 Multiple-Family District.

(2) New and used automotive vehicles, agricultural equipment, major recreational equipment and mobile home sales or rentals with accessory uses; subject to design standards provided in appendix A, article XIII, section 28, of the City Code.

(3) Veterinary hospitals and clinics providing that the following conditions are met:

a. All areas used for boarding or temporary housing of animals shall be completely enclosed unless appropriate safeguards are constructed to control objectionable odors and/or noises, as determined by the board of adjustment.

b. Any area used for boarding or temporary housing of animals shall be buffered from all adjacent properties by a visual and aural screen, meeting the specifications of article XIII, section 5, Supplementary District Regulations, and any other conditions required by the board of adjustment.

(4) Service stations as regulated in section 12, C-2, C-G General Commercial District.

(5) Sewer lift stations.

(6) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(7) Mortuaries and funeral homes.

(8) Security mobile home or facility located upon public or private property.

(9) A bar or lounge without a package store providing there is a total net floor area of three thousand five hundred (3,500) square feet.

(10) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(11) Electronic communication/transmission facilities and exchanges.

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

(D) PROHIBITED USES AND STRUCTURES.

(1) Residential uses except those specifically or provisionally permitted herein.

(2) Outdoor sales and/or display except those specifically or provisionally allowed herein.

(3) Manufacturing activities, transportation, terminals, storage, warehousing and other activities of a similar nature.

(4) Any other use not specifically or provisionally permitted herein.

(E) BULK REGULATIONS.

Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Minimum Floor Area	Maximum Height
10,000 sq. ft.	100 ft.	100 ft.	40%	300 sq. ft.	45 ft.

(F) MINIMUM YARD REQUIREMENTS.

Front setback—Thirty (30) feet.

Side interior lot setback—Ten (10) feet.

Side corner lot setback—Twenty (20) feet.

Rear setback—Fifteen (15) feet, ten (10) feet when abutting an alley.

(G) BUFFER REQUIREMENTS. In addition to the bulk and yard requirements as set forth herein, all development in the C-P District shall be subject to the buffer requirements imposed by article XIII, section 3(C).

(Ord. No. 1618-3, § 3; Ord. No. 1618-11, § 3, 5-10-77; Ord. No. 1-78, § 4, 1-10-78; Ord. No. 2-79, §§ 4, 9, 3-6-79; Ord. No. 26-82, § 1, 5-25-82; Ord. No. 3-85, § 20, 1-8-85; Ord. No. 4-85, § 21, 2-12-85; Ord. No. 2-88, § 6, 2-9-88; Ord. No. 7-88, § 7, 3-8-88; Ord. No. 2-03, § 2, 7-22-03; Ord. No. 08-2008, § 2, 4-22-2008; Ord. No. 02-2023, § 2, 5-23-2023)

MIXED USE FUTURE LAND USE CATEGORY

ORDINANCE NO. 14-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING A POLICY IN THE FUTURE LAND USE ELEMENT RELATED TO THE MIXED-USE FUTURE LAND USE CATEGORY, ESTABLISHING THE AUTHORIZED USES PERMITTED ON THE GROUND FLOOR OF A MIXED USE BUILDING, SUCH MIXED-USE BUILDINGS BEING ELIGIBLE FOR RESIDENTIAL DENSITY BONUSES GENERALLY OF AN ADDITIONAL FIVE (5) DWELLING UNITS PER ACRE FOR VERTICAL MIXED-USE BUILDINGS AND UP TO 125 DWELLING UNITS PER ACRE FOR VERTICAL MIXED-USE PROJECTS IN THE VERY LIMITED GEOGRAPHICAL AREA IDENTIFIED IN POLICY 1.1.2.6 OF THE COMPREHENSIVE PLAN AND REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE, AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, Section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, in 2010, the City Council created a new future land use category, Mixed-Use (MU), which was intended to provide a mixture of residential, commercial, office, recreational, and institutional uses along the major transportation corridors in the City, such as SR 520 and US1, and in the Cocoa Village; and

WHEREAS, the adoption of the Mixed-Use future land use category was intended to strengthen support of redevelopment activities and place a stronger emphasis on quality, integrated development incorporating "smart growth" principles that would lead to compact development as opposed to conventional development standards and reduce urban sprawl; and

WHEREAS, the Mixed-Use future land use category was also intended to promote energy efficient land use patterns and assist in the reduction of greenhouse gas emissions by encouraging such integrated and compact development; and

WHEREAS, to encourage the compact, walkable, energy-efficient land development within the Mixed-Use future land use category, the Comprehensive Plan policies for such Mixed-Use category authorized a density bonus of up to five (5) dwelling units per acre, in addition to the twenty-five (25) dwelling unit per acre generally authorized, for vertical mixed use buildings; and

WHEREAS, Policy 1.1.2.6 of the City's Comprehensive Plan, further establishing the intent of the Mixed-Use future land use category, provides that mixed use buildings within a single development will be "highly encouraged" in this category; and

WHEREAS, for a mixed-use building in the Mixed-Use future land use category, "only retail sales, offices and services and restaurants" are currently permitted on the ground floor; and

WHEREAS, attracting a limited number of new large, vertical mixed-use projects to certain limited areas within the Cocoa Village is consistent with the City's and the Cocoa Community Redevelopment Agency's redevelopment plans and will help ensure the long-term viability and vibrancy of the Cocoa Village as a distinct, attractive, and safe place to live, work, and visit; and

WHEREAS, consequently, the City Council previously adopted via Ordinances 07-2022 and 17-2023 amendments to Policy 1.1.2.6 to authorize up to 125 dwelling units per acre for certain very limited geographic areas in the Cocoa Waterfront Overlay District ("CWOD"), subject to approval of a development agreement in the discretion of the City Council after consideration of a number of factors, including but not limited to, economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, and physical and visual scale; compatibility and harmony with the special and distinctive character of the Cocoa Village, including the South End Subdistrict, if applicable, and waterfront district; impact upon public facilities; and adequacy of on-site parking and impact of off-site parking; and

WHEREAS, the City Council desires to provide additional flexibility related to uses permitted on the ground floor of vertical mixed-use buildings eligible for density bonuses under the Comprehensive Plan to encourage the development of such buildings to fulfill the goals and objectives of the Mixed-Use future land use category; and

WHEREAS, revising the requirement that ground floor uses must consist entirely of retail sales, offices, services, and restaurants reflects the fact that market conditions may not support such commercial uses on every street frontage of a proposed mixed-use building; and

WHEREAS, providing for such flexibility may stimulate the development of mixed use buildings in the City of Cocoa while still ensuring that commercial uses are integrated into such buildings to create compact, walkable, and energy-efficient development that will benefit the citizens of the City of Cocoa; and

WHEREAS, allowing the construction of high-density residential mixed-use projects within the urban core of the Mixed-Use future land use area also provides for the economical use of City resources and infrastructure and provides opportunities for significant work, live, and recreation options that will allow residents to reduce their automobile dependence and live a more sustainable lifestyle; and

WHEREAS, the City Council finds that this Ordinance serves a legitimate government interest related to implementing the goals and objectives set forth in the Cocoa Waterfront Master Plan, Agency Redevelopment Plan, and promoting catalyst redevelopment opportunities that will improve the social and economic interests of the City of Cocoa; and

WHEREAS, the City Council of the City of Cocoa hereby finds this Ordinance is in the best interest of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Element.** The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

I - FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories

	Commercial	Neighborhood Commercial	Regional Activity Center	Industrial	Open Space Recreational	Institutional	Mixed Use
Maximum Intensity/ Density	1.0 FAR, 25 du/acre[7]	0.75 FAR, 25 du/acre[7]	0.50 FAR, 25 du/acre, and 45 hotel rooms /acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[2,3&9] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential[8], and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	1 lane arterial that intersects SR 528 or I-95	2 lane collector 2 lane arterial	Not applicable	Not applicable	Not applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, and PUD	C-N, C-R, R-P, P-S, and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, C-R, P-S, PUD, R-P, UMD
Maximum Impervious Surface Ratio	0.90	0.80	0.95	0.75	0.25	0.65	0.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 due/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub-district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq. ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.
7. Maximum residential density shall be 25 du/acre, except where reduced by the underlying zoning district regulations.
8. Residential uses shall be permitted only where allowed in the underlying zoning district.
9. Notwithstanding the base level maximum density stated in the above chart and Notes 2 & 3, the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village and South End Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6.

* * *

Policy 1.1.2.6: Mixed-Use (MU).

(a). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.

B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.

C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.

D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.

E. Mixed use buildings within a single development will be highly encouraged in this category.

F. ~~For~~ Except as provided herein, for a vertical mixed-use building, density bonuses as provided in Figure FLU 1 and this Policy 1.1.2.6(b) shall only be permitted where at least 51% of the total building length of the ground floor street frontage is devoted to occupiable space for retail sales, offices and services available to the general public, and restaurants, or a combination thereof ~~are permitted on the ground floor~~. The total building length of the ground floor street frontage shall be measured by determining the length of the vertical, mixed use building on the ground floor on all street frontages up to a maximum of two (2) street frontages which shall be the two longest sides of the building with street frontage. For purposes of this Policy, pedestrian and vehicle driveways and ingress and egress corridors may be subtracted from the building length on each street prior to calculating the required percentage of the building length that must be devoted to the ground floor commercial uses on such street frontage. The required 51% of the total building length of the ground floor street frontage that is devoted to occupiable space for the ground floor commercial uses listed in this Policy may be distributed among street frontages as deemed most advantageous by the applicant, which may include locating the ground floor commercial uses entirely on one street. Non-commercial uses, uses otherwise permitted by the underlying zoning district, and parking to serve the vertical, mixed use building or the general public may occur on the remainder of the street frontage or within the interior of the building.

G. If residential housing units are developed as part of a vertical mixed use project a bonus of up to 5 units per acre may be achieved, excluding projects approved by city council pursuant to subsection (b).

H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.

(b). Notwithstanding the maximum density stated in Figure FLU 1, a maximum density of up to 125 dwelling units per acre may be permitted for a specific redevelopment project with residential housing units developed as part of a vertical mixed-use project, subject to the discretion of the City Council and following conditions:

A. The vertical mixed-use project is located in the downtown community redevelopment area and on property designated Cocoa Village Subdistrict or South End Subdistrict on the Cocoa Waterfront Overlay District Regulating Plan and located on real property designated (outlined) on the following map:

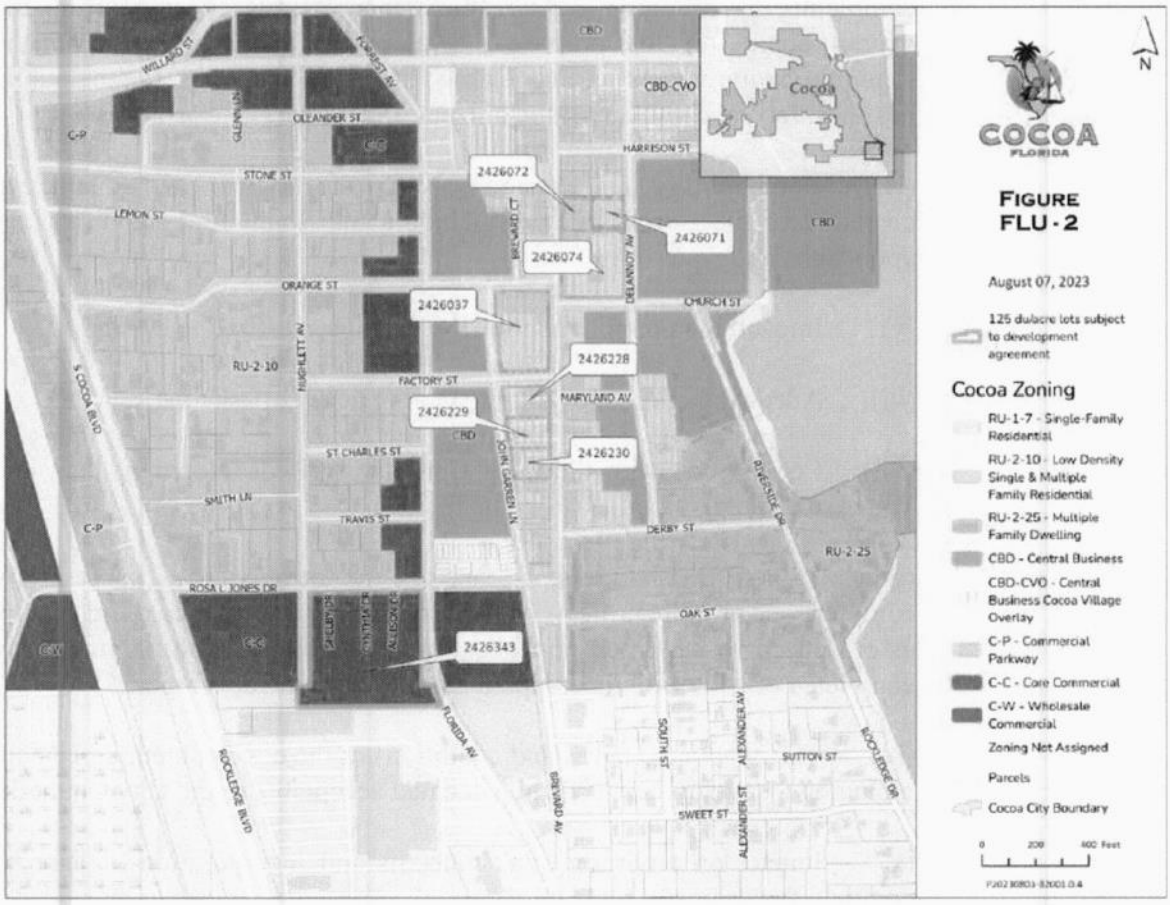


FIGURE FLU-2

B. The vertical mixed-use project is on property upon which a Commercial/Mixed Use Large (CL) building type is permitted on the Cocoa Waterfront Overlay District Regulating Plan; and

C. The maximum density for the project is approved by the City Council by a development agreement after considering the following factors:

(i). Economic and social benefits to the City and Community Redevelopment Agency;

(ii). Aesthetic quality and character, architectural design, and physical and visual scale;

(iii). Any proposed enhancements that a developer will commit to completing by development agreement that will significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the City Code and will serve the public health, safety, and welfare of the citizens and visitors of Cocoa;

(iv). Compatibility and harmony with the special and distinctive character of the Cocoa Village, including the South End Subdistrict, if applicable, and waterfront district;

(v). Impact upon public facilities;

(vi). Adequacy of on-site parking and impact of off-site parking;

(vii). Consistency with the CRA Community Redevelopment Plan and Waterfront Master Plan;

(viii). Proven first-hand experience of the developer to successfully complete one or more projects of such physical and visual scale and design, as evidenced by a written portfolio identifying and describing previously completed or substantially completed projects by the developer;

(ix). The negotiated terms and conditions of the development agreement including a development schedule deemed acceptable to the City Council;

(x). Impact on environmental concerns and incorporation of "green" community designs;

(xi). In the discretion of the City Council, a recommendation from the Cocoa Community Redevelopment Agency if the project could foreseeably affect or impact the Agency or the Agency's Redevelopment Plan, or require an Agency contribution to support the project;

(xii). Compliance with the applicable land development regulations and comprehensive plan policies;

(xiii). Any other factors as may be deemed relevant by the City Council.

* * *

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

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

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

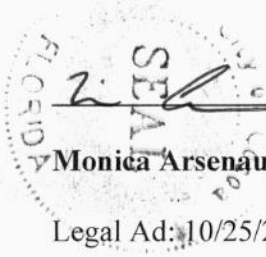
Section 8. Effective Date. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of January, 2025.

Michael C. Blake

Michael C. Blake, Mayor

ATTEST:



Monica Arsenault, City Clerk

Legal Ad: 10/25/2024

LPA/P&Z: 11/06/2024

First Reading: 11/12/2024

Legal Ad: 01/02/2025

Second Reading: 01/14/2025

Effective Date: _____

2010 MIXED USE

FUTURE LAND USE CATEGORY

CITY OF COCOA
COMPREHENSIVE PLAN

DATA & ANALYSIS

October 2010

Prepared By:

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CITY OF COCOA
COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Data and Analysis

October 2010

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CHAPTER I
FUTURE LAND USE ELEMENT

A. INTRODUCTION

The purpose of the Future Land Use Element is to determine the future land use pattern that will best accommodate the City's projected population. The Future Land Use Element is dependent upon the goals, objectives and policies of all of the other elements in the comprehensive plan to minimize adverse impacts on natural resources and maintain essential facilities and services at desired levels to maintain the quality of life within the City.

The goals, objectives and policies established for this element, in conjunction with the City's land development regulations and other implementing mechanisms, will guide the distribution of growth to ensure that future patterns of land use are tailored to:

- Reduce sprawl, consistent with Rules 9J-5.006(3)(b) and 9J-5.011(2)(b)3, Florida Administrative Code (F.A.C.);
- Improve development efficiency by guiding development to existing growth areas where infrastructure systems are in place and where unit costs for public services and facilities are relatively low;
- Protect natural resources by guiding development away from wetlands and other natural resources; and
- Enhance community character by reinforcing existing development patterns and addressing compatibility issues.

This element consists of an inventory and analysis of existing land use, the projection of future land use needs, objectives and policies, and a future land use map series. The Future Land Use Map and associated policies will guide the review and permitting of new development through 2020. This element was developed and adopted pursuant to Chapter 163, Florida Statutes (F.S.), and as such will have significant legal standing. All existing development regulations are required to be consistent with this element and all other elements in the comprehensive plan.

1. Regional Setting

The City of Cocoa is located in Florida's Space Coast in Brevard County (see **Map I-1)**. Located on the west side of the Indian River Lagoon, the City is only 15 minutes from Port Canaveral and the Kennedy Space Center and 40 minutes from the Orlando International Airport. The City is bordered by the City of Rockledge on the south side and unincorporated Brevard County land on the west and north sides.

2. City Profile

According to the University of Florida's Bureau of Economic and Business Research (BEBR), the population of Cocoa was estimated at 16,825 as of April 1, 2009. Based on the City's GIS data, Cocoa contains approximately 8,443 acres or 14 square miles of total area within its jurisdictional limits. I-95, SR 520, SR 524, SR 528 and US 1 are the major roadways connecting Cocoa to other cities. Two four-lane high-rise bridges, the Indian River Bridge (SR 520) and the Merritt Island Bridge (SR 528), connect Cocoa to the islands on the east side, which contain Merritt Island and the Cities of Cocoa Beach and Cape Canaveral.

The City of Cocoa was incorporated in 1895[1]. The City suffered several setbacks in its history including the 1890 fire that destroyed the business district, the 1895 "Great Freeze" and the Great Depression in the 1930s. Following the development of the space industry in 1950s, the City experienced tremendous growth and its population quadrupled from 3,098 in 1940 to 12,244 in 1960 (Source: U.S. Census).

Due to its location near the Kennedy Space Center and the associated high-tech companies along the "Space Coast," the City contains a mix of land uses including residential, commercial and industrial. Historic Cocoa Village is a focal point of the community and is home to a number of buildings listed on the National Register of Historic Places.

According to the 2000 Census, the City of Cocoa population accounted for 3.4% of Brevard County's population at the time and ranked fifth in population among the fifteen cities in the county. The City has a high minority population and high poverty rate as compared to Brevard County. According to the 2000 Census, 32.3% of the population was black in Cocoa, compared to 8.4% in Brevard County. The poverty rate in Cocoa was 21.8%, compared to 9.5% in the county. Although the City has a high concentration of low income housing, an abundance of rental housing and a lack of homeownership opportunities, the City has many strengths and assets including its strategic location, downtown waterfront, revitalized historic Cocoa Village and opportunities for redevelopment.

B. EXISTING LAND USE DATA

1. Generalized Land Uses

The pattern and mix of existing land uses is indicative of the market forces and natural resource constraints that have shaped existing development and are likely to influence future growth. A detailed Existing Land Use Map, **Map I-2**, was developed depicting the land use patterns in the City as of 2009. **Table I-1** shows the current distribution of uses. The acreage of each existing land use category was calculated utilizing Brevard County Property Appraiser information and geographic information systems software.

The land use breakdown in the City in 2009 is 20.4% residential, 5.8% commercial, 7.8% industrial, 7.2% public, 0.8% recreation, 38.6% vacant and 5.8% conservation. The remaining 13.7% consists of water and roadway rights-of-way. The City does not have any agricultural land. **Map I-2** shows that the residential and public uses are spread throughout the City. The commercial uses are located in the downtown and along the major corridors including US 1, SR 520, SR 501 (Clearlake Road), SR 524 and Cox Road. Industrial uses are mainly concentrated on the north side of the City, just north of SR 528. Some industrial uses have also developed along Cox Road and along the railway line just north of SR 520. Vacant land, which comprises about 3,333 acres, is mostly concentrated on the west and central parts of the City.

2. Historic Resources

According to the Florida Master Site File (FMSF), maintained by the Florida Department of State, Division of Historical Resources, there are two historical structures within Cocoa that have been listed on the National Register of Historic Places (NRHP). The NRHP,

[1] http://www.cocoafl.org

maintained by National Parks Service, is the Nation's official list of cultural resources worthy of preservation. **Table I-2** contains the names of the structures.

The City conducted a cultural resource survey in 1991, which was funded by the State and identified several historical and archeological resources in the City. **Map I-3** shows the historical structures and archeological sites that were surveyed in the City of Cocoa.

The City has a local historic district known as Historic Cocoa Village, which is located in the downtown area between US 1 and Indian River Lagoon. The district is comprised of twenty historical buildings that have been renovated and offers a variety of antique shops, art galleries, boutiques and specialty stores.

In addition, Indian River Drive (CR 515) within the City of Cocoa is a part of the Indian River Lagoon Scenic Highway Corridor, which was designated as a Florida Scenic Highway by the Florida Department of Transportation (FDOT) in 2002. The scenic highway corridor is a 156-mile loop that begins at Canaveral National Seashore on the north, encompasses the heart of the Indian River Lagoon on the mainland and barrier island and ends at the Wabasso Causeway in the south. Activities along the scenic highway are coordinated with the Corridor Management Plan that ensures the preservation, protection, maintenance and enhancement of the corridor.

3. Natural Resources

Other than the water bodies, isolated wetlands and limited 100-year floodplain areas, there are few natural constraints to development in Cocoa. Environmental permitting requirements restrict development in pristine natural areas and preserve wildlife habitats.

a. Public Potable Waterwells and Wellhead Protection Areas

The City of Cocoa draws water from 38 wells: 34 wells drilled 400 to 600 feet into the Floridan aquifer and 14 wells drilled into the Intermediate Aquifer. In Brevard County, the aquifer generally contains brackish water; therefore, Cocoa located its well field in east Orange County. Because the wells are located outside the City limits, the City has not established any standards for wellhead protection. **Figure VII-3** in the Potable Water Element shows the location of existing potable water wells that serve the City.

b. Beaches and Estuarine System

The City is located on Florida's mainland along the Indian River Lagoon and does not have any actual beach area within its boundaries. The estuarine system in Cocoa is comprised primarily of the Indian River Lagoon. The Coastal Management Element analyzes this resource in detail.

c. Soils and Topography

The development potential of land is affected by the types of soils present. Soils that have poor load bearing features or drain poorly are more difficult and costly to develop. Other soils may not be suitable for certain types of development and septic tanks.

Soils in Cocoa are not a significant constrain for development, except for wetland soils. Any vacant land located in areas of wetland soils cannot be filled-in without a permit from the Florida Department of Environmental Protection (FDEP) or the Army Corps of Engineers. In addition, the City has established wetland regulations that ensure the protection and conservation of the wetlands from development impacts. The Conservation Element addresses the criteria and mitigation options of the new development and redevelopment impacts on the wetlands. Similarly, the topography of Cocoa does not represent a significant constraint for development because the majority of the City is characterized by gentle slopes that are developable without the need to drastically disturb the natural contours of the land. **Map XII-3** in the Conservation Element shows the major soil types found in the City.

d. Wetlands and Flood-Prone Areas

There are several areas within the City that lie within wetlands and floodplains. In addition, there are a few smaller scattered areas within the City typically associated with small lakes. The City requires all development to conform with the standards set forth by the United States Department of Housing and Urban Development (HUD) Flood Insurance Program and the St. Johns River Water Management District. **Map XII-1** and **Map XII-2** in the Conservation Element show the wetland and flood prone areas found in the City.

4. Adjacent Uses and Areas of Critical State Concern

Map I-4 depicts the land uses for all lands adjacent to the City of Cocoa. The map shows that the areas closest to the City limits to the west and south are mostly developed. Most of these areas are currently used for single-family residential, although commercial and industrial uses are also found along major transportation corridors. Currently, there are no Areas of Critical State Concern and no dredge spoil sites within the City limits.

5. Population Projections

Chapter 9J-5, F.A.C., requires that the "comprehensive plan be based on resident and seasonal population estimates and projections." According to the definition established by 9J-5, resident population refers to "inhabitants counted in the U.S. Bureau of the Census in the total population category." Seasonal population encompasses those "inhabitants who utilize, or may be expected to utilize, public facilities or services, but who are not residents. Seasonal population shall include tourists, migrant farm workers, and other short-term and long-term visitors." The total seasonal population combined with the total resident population represents the "total functional population."

Projected population figures determine future facility needs and land requirements and must be taken into consideration in preparing the Future Land Use Element. Population estimates and projections were prepared by Land Design Innovations, Inc. as part of the comprehensive plan and are shown in **Table I-3**. A description of the methodologies used to formulate the projections is found in the report titled "City of Cocoa Population Projections," please reference **Appendix B**.

According to the U.S. Census Bureau, the 2000 population for the City of Cocoa was 16,412 permanent residents. **Table I-3** shows that this population is expected to reach 29,173

permanent residents by the year 2020, 34,992 by 2025 and 42,311 by 2030. The projected average annual rate of population growth for the planning period is 3.21percent annually.

The seasonal component in Cocoa has been less significant than in most Florida communities. The existing number of seasonal residents in 2000 was estimated to be 834, which is approximately 5% of the total number of residents. By 2020, the number of seasonal residents is projected to increase to 1,482 citizens, based on maintaining the 5% average.

C. LAND USE ANALYSIS

1. Availability of Facilities and Services

This Section summarizes the availability of public facilities and services necessary to support future development.

a. Transportation

The City of Cocoa is serviced by six major roadways: US 1, SR 501 and Interstate 95 running north-south, and SR 528, SR 520 and SR 524 running east-west. These roadways are classified by the State as Urban Principal Arterials or Minor Arterials.

The 2008 Space Coast Transportation Planning Organization (TPO) State of the System Report indicated that only a portion of I-95, from SR 524 to SR 520 within the City, is congested and does not meet the adopted level of service standard. Currently, the section of I-95 from South of SR 519 (Fiske Blvd.) to North of SR 528 is being widened from four lanes to six lanes and construction is projected to be completed in 2014. The Transportation Element describes transportation facilities in more detail.

There are no airports within the City; however, there are passenger and freight rail services available. Limited public transit service is provided and operated by the Space Coast Area Transit Authority (SCAT). The public transit service within the City of Cocoa is provided along three routes 1, 4 and 6. Route 4 connects Cocoa to Cocoa Beach and Route 6 circulates internally throughout the City. The City does not provide a comprehensive system of bicycle or sidewalk facilities.

b. Sanitary Sewer

The City of Cocoa provides sanitary sewer service to its residents. The City operates and maintains one wastewater treatment facility known as the Jerry Sellers Wastewater Reclamation Facility, which has a capacity of 4.5 million gallons per day (MGD). This facility is operated in accordance with the rules of the FDEP and the SJRWMD.

The City has an improvement plan designed to provide sufficient wastewater collection, treatment and disposal services to meet projected demands through the year 2025. The Sanitary Sewer Element describes the sanitary sewer system facilities in more detail.

c. Solid Waste

The municipal solid waste collection is provided by a solid waste contractor, Waste Management, Inc., to all residents and businesses in the City of Cocoa. Non-residential solid waste collection occurs two to six times per week, as needed, per location. Residential service is offered twice a week per household. Waste Management, Inc. is also responsible for collecting recyclables, bulk trash, green waste, commercial dumpster and construction debris within the City. Recyclables and green waste are collected once per week.

Brevard County handles the disposal of all solid waste for the City of Cocoa. All Class I (municipal solid waste) and IIII solid waste (construction and demolition debris) are disposed at the Central Disposal Facility (Cocoa landfill), located in Cocoa. The Cocoa landfill will reach capacity in 2013 and is expected to be partially closed in 2014. Brevard County has made plans for the southern expansion of the Cocoa landfill. The expansion will include the development and construction of additional Class I landfill cells (space), which will add an additional 220 acres to the Cocoa landfill. It is anticipated that this expansion will provide adequate capacity to serve all of Brevard County, including that solid waste generated by the City of Cocoa, until 2040[2].

At the level of service standards established in the Solid Waste Element there is sufficient capacity to serve existing land and future land uses.

d. Stormwater

The Stormwater Division is responsible for maintaining the City's drainage ditches and swales, piping, inlets and retention and detention ponds. The City does not have a Stormwater Management Plan that determines the status of existing system. The Stormwater Element describes the system in more detail.

e. Potable Water

The City of Cocoa is a regional water supplier for central Brevard County, serving other cities and unincorporated areas in Brevard County. Cocoa's geographic water service area includes Cocoa, Canaveral Groves, Cape Canaveral, Cocoa Beach, Kennedy Space Center, Merritt Island, Patrick Air Force Base, Rockledge, Viera, Sharpes, Suntree, Titusville, Melbourne (when needed), Port St. John and a large portion of unincorporated areas of Brevard County.

The Cocoa water utility serves primarily residential and commercial land uses. Water service is also provided to a small number of industrial and agricultural land uses. The City of Cocoa has two water treatment plants, Wewahootee Water Treatment Plant and Claude H. Dyal Water Treatment Plant, with a total systemwide production capacity of 48 million gallons per day (mgd), with an average usage of 25 mgd in 2008. The water use allocated to the City of Cocoa through its current SJRWMD CUP is limited to 34.11 mgd for the year 2009, and increases annually through year 2023 to 39.64 mgd. At the level of service standards established in the Potable Water Element, the water utility has sufficient water production and storage

[2] Brevard County Solid Waste Management Department, August 2009.

capacity to meet current and future average daily and typical peak day demands generated by customers in its water service area.

f. Natural Groundwater Aquifer Recharge

There are few prime aquifer recharge areas within the City of Cocoa. Within surficial aquifer recharge areas, the City allows a maximum impervious surface area of 75 percent. **Map VIII-2** in the Natural Groundwater Aquifer Recharge Element shows the location of the recharge areas of the Floridan Aquifer in the SJRWMD.

2. Vacant Land Suitability Analysis

The purpose of this section is to assess the suitability of vacant land for development by identifying how much of the vacant land is constrained by natural and historical resources and by determining the extent to which development can be directed away from these constraints.

The City of Cocoa contains 3,333 acres of vacant land, or approximately 39% percent of its total acreage (45% not including water and rights-of-way) (see **Table I-1**).

Some of the properties that are vacant have received development approval and therefore, cannot be counted toward "developable" vacant land. Those sites, shown on **Map I-5** and listed below, comprise approximately 991.35 acres.

Development Name	Acreage	Units Approved
Brevard Crossing	272.35	675[1]
London Cove PUD	20.53	61 Townhomes
Cocoa Landings	43.32	178 Townhomes and 310 Apartments
35 Carmalt Street	0.24	4 Townhomes
Summer Breeze	36.39	40 Single Family
Trinity Condos	0.12	3 Condominiums
Santa Barbara	88.91	479 Townhomes and Condominiums
Barrara Shores	283.62	600 Single Family
Space Needle	245.87	400 Single Family
TOTAL	**991.35**	**2,750**

1. Note: Brevard Crossings is a pending development application not yet approved.

Map I-6 depicts vacant land with the assigned future land use classification and a sensitive land overlay showing potential development constraints. The overlay was created by combining layers of floodplains, wetlands and soils. The map shows that the sensitive areas are mostly along the waterways and on the west and the north sides of the City. **Map I-6** does not include properties that are vacant but have received development approval. The vacant properties within the City are primarily designated on the FLUM for residential (54.5%), followed by industrial uses (23.4%) and commercial uses (14.0%).

Map I-6 shows that most of the vacant land is located on the west and central parts of the City. Medium sized vacant parcels are located primarily along US 1 and in the downtown area, while medium to large vacant tracts of lands are located in the north and west parts of

the City. The acreage of "developable" vacant lands (excluding potentially sensitive lands and lands approved for development) is approximately 1,006 acres.

Table I-7 shows the acreage of uncommitted developable vacant lands and the development potential.

3. Projected Land Use Needs

This section of the Future Land Use Element projects the amount of land for different land uses that will be necessary to accommodate future population growth. The methodology used to project the future demand for the various land uses was based on the current proportion of land use acreage to population.

a. Future Agricultural Use

Currently, no land is dedicated for agricultural uses on the City's FLUM. When the City annexes agricultural land, a City land use category is applied to the site based on adjacent land uses and adequacy of the site for development. The City may allow agricultural operations to continue on the site. To promote the continuation of agricultural uses on the site, the City is adopting a Rural/Urban Transition land use category. The Rural/Urban Transition land use category will protect and preserve agricultural activities while providing for residential uses limited to family homesteads as defined in Chapter 163.3179 Florida Statutes.

b. Future Residential Land Use

The City has designated 3,820 acres of residential land on the FLUM (**Map I-7**). The proportion of acreage of land use to population, and the housing needs to accommodate 2020 population were used to determine future residential land use needs. As seen in **Table I-4**, future growth would demand approximately 695 residential acres by 2020 if the 2009 ratio were used. The housing units needed by 2020 were calculated by dividing the 2020 population projection (30,656) by the persons per dwelling units figure from the 2000 Census (2.04). Based on this calculation, a total of 15,027 dwelling units will be needed by 2020. This number reflects current units plus the additional units needed to accommodate projected population growth. Of the 15,027 housing units, 9,807 are needed for single-family and 5,220 are needed for multi-family. The distribution between single-family and multi-family is based upon the 2000 Census distribution.

Table I-7 presents the amount of developable residential lands by land use category and the holding capacity of those lands. Based on the 413 acres of developable vacant land designated as residential in the FLUM, the City could accommodate approximately 3,197 additional dwelling units by 2020. In addition to the residential land use categories, the neighborhood commercial and mixed-use land use categories encourage the provision of residential uses in conjunction with retail or office developments. That increase in available lands for residential development will satisfy the future demand for residential land use. As shown in **Table I-7**, the mixed-use and neighborhood commercial categories will add the potential for 256 additional dwelling units, for a total of approximately 3,453 units.

By adding the approved units (2,750 units) and the potential units (3,453 units), the City has a total development potential of 6,203 new residential units. By 2020, the City would have 14,735 dwelling units**,** which is calculated by adding the potential new units (6,203) to the existing units (8,532). Comparing the need (15,027) with the holding capacity (14,735), the City will have a deficit of 292 residential units.

Residential development will be accommodated based on the following ranges of density (see mixed-use category below for additional areas allowing residential uses):

- Very Low Density Residential – Up to 4 units per acre
- Low Density Residential – Up to 7 dwelling units per acre
- Medium Density Residential – Up to 15 dwelling units per acre
- High Density Residential – Up to 25 dwelling units per acre

c. Future Commercial Land Use

The commercial category will primarily consist of commercial and office uses. Projections of future commercial land were based on current ratio of land use to population. Based on the 2009 population of 16,825, the ratio is currently 30 commercial acres per 1,000 residents. This ratio includes the commercial development included within mixed-use areas. Applying the 2009 ratio to the 2020 population projection, the City would need a total of 906 commercial acres.

Economic development is one of the big focuses of the City. In order to encourage economic activities, the City needs to increase the current land use allocation percentage for the commercial activities. The FLUM designates 1,150 acres of commercial land use. The acreage is split between commercial acres (867 acres/77%) and neighborhood commercial acres (284 acres/23%).

d. Future Mixed-Use Land Use

In addition to the more traditional commercial land use category, the City is establishing a mixed-use land use category to support commercial development in a mixed-use setting with supporting residential uses. The intent of the category is to encourage the development of compact mixed-use centers and avoid a strip commercial development pattern. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% non-residential and 50% residential.

e. Future Regional Activity Center

The Regional Activity Center (RAC) land use category allows compact, high intensity and mixed-use developments on parcels with land area of 50 acres or more. The amount of RAC acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 270 acres of land designated RAC on the FLUM. The RAC areas are located at the intersection of I-95 and SR524, known as Brevard

Crossings Regional Activity Center. The RAC acreage is not expected to grow through the planning horizon.

f. Future Industrial Land Use

Industrial land use projections were calculated using the same basic methodology as described above for commercial lands. The amount of industrial acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 675 acres of developed industrial lands within the City of Cocoa, or 40 acres for every 1,000 residents. Based on the projected population for 2020, there would be a need for 1,230 acres of industrial land use, using the 2009 ratio. The 2020 FLUM provides 1,245 acres for industrial uses, allowing a 15-acre surplus.

Industrial uses tend to benefit an economy more than other uses such as residential and institutional. To enable desirable future economic development outcomes, the City needs to increase the current land use allocation percentage for the industrial activities. Based upon the current work force and community needs, it is projected that the demand for industrial uses will increase. Therefore, the City may need additional industrial land acreage to meet the future demand.

g. Future Institutional Land Use

Currently, the City of Cocoa has a low percentage of institutional land use as a percentage of overall land use The institutional uses owned by non-profit and public organizations do not contribute to ad-valorem taxes; therefore, a smaller percentage of these uses is not a negative indicator for the City. However, the City needs land in this category to accommodate those institutional uses that are generators of public activities (such as civic centers, museum and arena) to offset lost ad-valorem taxes from other institutional uses that do not pay ad-valorem taxes. Based upon an analysis of existing and future needs, the City anticipates the need to acquire additional land to accommodate its public facility and service functions as the population increases. **Table I-4** indicates an increase in demand for institutional acres (1,140 acres by 2020 over the 626 acres in 2009). The increase is based upon an average of 37 acres per 1,000 residents. The 2020 FLUM shows a total of 249 acres of institutional land use, which indicates a deficit of 891 acres. Therefore, the City needs additional institutional land acreage to meet the projected future demand.

h. Future Recreation/Open Space Land Use

Currently, the City of Cocoa has 156.66 acres of recreation and open space lands within the City, 71 acres of which are designated Recreation and Open Space on the Future Land Use Map. This translates into an actual level of service of 6.91 acres/1,000 population. With a projected total population of 30,656 persons by 2020, the City will have an excess of 118.34 acres of recreation and open space land to meet the future demand. Therefore, it is not anticipated that the City will require additional lands for the Recreation and Open Space future land use category over the 10 year planning horizon.

i. Future Conservation Land Use

This land use category includes those lands that contain valuable and threatened natural resources such as floodplains, estuarine properties and unique ecological communities. Several areas in the central portion of the City and along US 1 have already been designated as conservation, but there may be other noteworthy areas identified in the future which may be considered for conservation designation on the Future Land Use Map. Additional conservation lands can also be anticipated with annexations of natural resources.

4. Need for Redevelopment

The City of Cocoa contains limited areas of blight characterized by aging buildings, inadequate and obsolete infrastructure and lack of employment opportunities. Under Florida law (Chapter 163, Part III, F.S.), local governments are permitted to designate areas as Community Redevelopment Areas where deterioration is severe or widespread. The City of Cocoa has established three community redevelopment areas (CRAs), including the Cocoa (Downtown) CRA, the U.S. 1 Corridor CRA and the Diamond Square CRA, encompassing a total 1,403 acres. **Map I-8** shows the location of the City's redevelopment areas.

The Cocoa (Downtown) CRA was established in 1998 and encompasses approximately 280 acres, with its boundaries extending north to Mitchell Street, south to the City limits, west to the railroad tracks and east to the Indian River Lagoon. The Cocoa Community Redevelopment Agency sponsors a Commercial Façade Improvement Program to benefit property owners in the Cocoa (Downtown) CRA. Matching grants of up to $10,000 are available per commercial parcel to qualified owners. Cocoa Village, located in the Cocoa downtown CRA, is the best example of the City's successful redevelopment efforts.

The U.S. 1 Corridor CRA was established in 1998 and encompasses approximately 805 acres, with its boundaries extending north to Clearlake Road, south to School Street, west to the Fiske Boulevard and east to U.S. 1. The U.S. 1 Corridor Redevelopment Agency also sponsors a Commercial Façade Improvement Program. Matching grants of up to $10,000 are available per commercial parcel to qualified owners.

The Diamond Square CRA, created in 1998, is located on the southern border of the City and is approximately 318 acres in size. The Diamond Square CRA encompasses the area bordered by Oleander Road on the west, School Street on the north, railroad tracks on the east and Poinsetta Drive on the south. The Diamond Square Redevelopment agency sponsors façade improvement programs that offer a matching grant of up to $2,500 per residential parcel and $10,000 per commercial parcel to qualified owners. The agency provides funding at a maximum of $2,000 per program to programs whose services are located within the Diamond Square CRA and whose program goals match one or more of the goals of the agency. The agency also offers a first time homebuyers program and a drainage improvement program.

In addition to the creation of the community redevelopment areas, the City has focused other targeted efforts on economic development in the City. Economic Development is discussed in **Section E** of this element.

5. Proposed Development and Redevelopment of Flood Prone Areas

Floodplain areas, as defined by the Federal Emergency Management Agency, include the 100-year floodplain (Zone AE) and the velocity zone (Zone VE). Flood-prone areas in Cocoa are depicted in **Map XII-2** in the Conservation Element. Much of the development within flood-prone areas occurred before the adoption of state and local regulations in the early 1980's.

Implementation of the comprehensive plan goals, objectives and policies and enforcement of the land development regulations will direct new growth away from areas particularly susceptible to flooding from severe storms or hurricanes and will ensure that all redevelopment activities will be consistent with regulations that result in their safe construction.

6. Dredge Disposal

As noted in the inventory section, there are currently no dredge spoil sites within the City.

7. Hazard Mitigation

The Brevard Local Mitigation Strategy is the guiding plan for local governments in the County's coastal planning area. The City has not prepared a Post-Disaster Redevelopment Plan, nor has Brevard County.

The City of Cocoa's coastal planning area includes the parts of the City that are adjacent to the littoral area along the Indian River Lagoon. The entire coastal planning area within the City of Cocoa is predominantly developed. There are a number of water-dependent uses, including recreation sites, boat ramps and marinas. None of the water-dependent land uses can be relocated. In addition to these water-dependent uses, there are a number of single family residential uses and water-related uses in the coastal high hazard area. Water-related uses include numerous commercial enterprises, such as boating and other marine related facilities. There are also several publicly owned parks along the Indian River Lagoon. The City does not currently anticipate the need to relocate, modify, or acquire any of these uses which it does not already own. However, in the wake of a storm event, City personnel will make inspections of all damaged structures. When the City has determined that a structure has suffered damage of greater than fifty percent (50%) of its value, the City will require that the owner rebuild landward of the existing structure or modify the structure in such a way that additional damage is unlikely. In some instances, the City may consider acquiring damaged structures and their lots in order to expand park areas or prevent build-back in areas of extensive erosion.

The City is mostly built out within the coastal planning area with the exceptions of one or two sites on the Indian River Lagoon. The vacant areas consist primarily of low density residential properties with some scatted commercial properties within the downtown. Commercial and residential land uses within this area are expected to continue as the predominant activities. The City of Cocoa land development code addresses lot coverage, setbacks from wetlands and water bodies, and protection of native vegetation by new development and redevelopment projects. Therefore, no special consideration for proposed land uses is necessary over and above those required to deal with the existing land uses addressed above. However, if older neighborhoods or communities are scheduled to be

revitalized or redeveloped, hazard mitigation should be an aspect considered and integrated into the project prior to the time of development approval.

D. GREEN HOUSE GAS REDUCTION AND ENERGY CONSERVATION

Greenhouse gases (GHGs) are the gases in the atmosphere that trap heat. Carbon dioxide, methane, nitrous oxide, ozone and fluorinated gases are some of the most abundant GHGs in the atmosphere. Some of the GHGs, such as carbon dioxide, occur naturally in the atmosphere through natural processes and human activities. Other greenhouse gases (e.g., fluorinated gases) are created and emitted solely through human activities. The greenhouse gases that enter the atmosphere because of the human activities are listed below.

- Carbon Dioxide - Burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and also as a result of other chemical reactions (e.g., manufacture of cement).
- Methane – Production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and by the decay of organic waste in municipal solid waste landfills.
- Nitrous Oxide – Agricultural and industrial activities, as well as during combustion of fossil fuels and solid waste.
- Fluorinated Gases (also known as High Global Warming Potential Gases) – Variety of Industrial processes.

While greenhouse gases play a vital role in maintaining the necessary conditions for life on Earth, the rapidly increasing concentrations of these gases are causing a rise in global temperature – Global Warming. It is now apparent that the increasing atmospheric concentration of GHGs resulting from human activities is changing the climate in ways that pose serious risks to citizen's health, economy, and environment. The Florida Legislature enacted House Bill 697 in its 2008 session. HB 697 amended Chapter 163, F.S. to address green house gas reduction and energy conservation through comprehensive plans. Chapter 163.31776(a), F.S., requires that the Future Land Use Element include greenhouse gas reduction strategies and energy efficient land use patterns, accounting for existing and future energy electric power generation and transmission systems.

The land use pattern plays a significant role in reducing vehicle miles travelled (VMT) and thus in reducing energy consumption and its associated GHGs emission. VMT can be reduced by promoting strategies such as compact development, high density development arranged to encourage pedestrians, bicycle and transit use, transit oriented development and mixed-use development. The preservation of historic buildings and their adaptive reuse result in energy conservation. These buildings are typically closer to population centers and adaptive reuse generally involves lower impacts on natural resources than new construction. The use of "green" building standards, as opposed to conventional codes, results in energy conservation. In addition, protecting and enhancing green spaces provides natural carbon sinks in soils, vegetation and streambeds to mitigate carbon emissions.

Implementation of the City of Cocoa's comprehensive plan goals, objectives and policies and enforcement of the land development regulations will reduce urban sprawl and VMT, encourage more mixed-use development in specific areas in the City, preserve green space and promote education of citizens in energy conservation measure and practices.

E. ECONOMIC DEVELOPMENT

Economic development must be considered as part of the City's long term plans in concert with planning for land use, transportation facilities and other services in order to coordinate the targeted location and support for business and industry. For the City of Cocoa, economic development is defined as a strategic program to:

- Increase the standard of living and quality of life for City residents.
- Stimulate job growth and provide higher-income jobs for residents.
- Diversify the local economy to provide stability during economic downturns and to provide a steady and growing tax base.

1. Current Economic Development Programs

The City's Office of Economic Development (ED) is responsible for all the economic development activities in the City. The goal of the ED Office is to strengthen and diversify the City's economy and expand the tax base, while enhancing the quality of life enjoyed by current residents, businesses and visitors. The City has taken several steps since 2000 to foster the entrepreneurial environment by encouraging new business formation, retaining and improving success of existing business and attracting businesses.

The City of Cocoa is a member of a non-profit organization known as the Economic Development Commission (EDC) of Florida's Space Coast. The EDC provides education, training and financial incentives to the businesses that are trying to expand and relocate in the Space Coast area. The City works closely with the EDC on projects planned in Cocoa.

The City offers a variety of local, state and federal programs and incentives to businesses that locate, expand and do business in Cocoa, including:

- *Florida Enterprise Zone*: Enterprise Zones encourage economic growth and investment in distressed areas by offering tax advantages and incentives to businesses locating within the zone boundaries. In 2002, the City adopted an enterprise zone boundary (see **Map I-9**) and the corresponding Enterprise Zone Strategic Plan. The City was awarded Enterprise Zone 501 (EZ 501) in 2003.
- *Small Business Assistance Program*: The City offers financial assistance to new and expanding businesses with costs associated with small-scale infrastructure project and development fees.
- *Tax Abatement Program*: This program offers a City ad valorem tax exemption for new and expanding businesses within the City. The scope of exemption is generally determined by the number of new jobs created, as well as the wages associated with the newly created jobs.
- *Foreign Trade Zone*: A Foreign Trade Zone (FTZ) is land deemed to be outside the United States customs territory for purposes of duty assessment. Companies located in a foreign trade zone are able to defer, reduce and/or eliminate import duties. When goods are withdrawn from the FTZ and entered into the commerce of the United States the appropriate duty is levied upon the goods, if applicable. The City of Cocoa Foreign Trade Zone offers significant benefits for many types of businesses that import goods. Almost 24 acres of Foreign Trade Zone # 136 lie

within the City of Cocoa, located at the TATE Industrial Park. **Map I-9** shows the boundary of Foreign Trade Zone in the City.

- *Historically Underutilized Business Zones* (HUBZones): The program provides federal contracting and sub-contracting opportunities for qualified small businesses located in designated areas. The City has two census tracts that are designated non-metropolitan HubZones by the U.S. Small Business Administration.
- *Brownfield Redevelopment Program*: In 2003, the City of Cocoa established a Brownfield Redevelopment Program, which is funded through a Brownfields Assessment Grant by the U.S. Environmental Protection Agency (EPA). The redevelopment plan offers environmental Site Assessments to determine the nature and extent of contamination, facilitates applicants' participation in the State's Program, assists with redevelopment planning, provides coordination between intergovernmental agencies and participates in promotions for brownfield sites/projects.

2. Analysis of the Economic Development Environment in Cocoa

In 2005, the City and the University of Florida conducted a comprehensive assessment of the economic development environment in the City of Cocoa. The strengths identified in the report included:

- Strategic location that provides excellent access to the regional market, yet offers the advantage of more accessibility and lower costs.
- Good primary transportation infrastructure including excellent road network that provides a location incentive to businesses seeking sites in close proximity to interstate highways for major freight transport. The City is also in close proximity to Port Canaveral, which is the second busiest cruise port in the world.
- Rich valuable history that can be seen in its Victorian homes, historic hotels and the historic Cocoa Village. The Village has year-round special events and a variety of restaurants and shops, many locally-owned and arts-based.
- Positive City government willing to annex surrounding properties and to create and implement economic development plans to rebound from problems that have plagued the City.

The weaknesses identified in the report included:

- Too many greyfield, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
- Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
- Lack of high tech employers, high-skilled jobs, professional offices, variety of restaurants and accommodation services in the City.
- Lack of quality affordable housing and diversity of housing choices for middle and upper income home buyers.

- Negative self-image and lack of an articulated and shared community vision of the City.

The report proposed a series of implementation strategies to build on strengths, mitigate weaknesses and capitalize assets for economic development. The report also identified the following goals and objectives representing key issues that should be addressed in this comprehensive plan.

- *Employment Opportunities*: The City should support and work with County and community leaders to meet the economic diversification needs of the community with emphasis on local job creation, business expansion and attraction of high-value-added commercial activity. The employment growth in the City will benefit other existing market sectors and will generate wealth within the community.
- *Business Expansion, Attraction and Retention*: The City, County and private leadership should work together to develop and implement economic development strategies that will establish a business environment that supports the operation, retention and expansion of existing Cocoa businesses, as well as the attraction and development of new commercial enterprises.
- *Coordination of Economic Diversification Efforts*: The City and County should coordinate the collaborative efforts between the public and community leadership. The efforts should be concentrated on developing industry clusters which will make the greatest contribution to job growth and wealth creation.
- *Streamlining Permitting and Regulatory Process*: The City should provide incentives such as expedited permitting to assist higher education institutions to expand when they are ready.
- *Economic Development Advisory Board*: To involve community stakeholders, the City should create an advisory board consisting of local community and business leaders.
- *Maintain Infrastructure for Supporting Economic Development*: The City should maintain adequate infrastructure for encouraging economic activities in the industrial and commercial sectors. The City should maintain or increase the current land use allocation percentages for industrial and commercial activities for the purposes of strengthening the revenue tax base of the City.
- *Increase Tourism*: The City should develop strategies to attract tourists by expanding recreational, entertainment, environmental, and cultural activities that are clean, family friendly, diverse, and unique.
- *Encourage Growth in Regional Industries with Supporting Activities*: The City should collaborate with the greater region to identify opportunities in the related service industries present in the region. The City should also encourage employment growth in high growth industries and small businesses through various programs and public/private partnerships.

In the last few years, economic development efforts by the City have accelerated, yielding very positive results for Cocoa. The Historic Cocoa Village is an example of successful downtown redevelopment and has become a destination for tourists and residents.

F. URBAN FORM

Urban form refers to the physical layout and design of a city. Characteristics such as urban density and intensity, block layout, street layout, streetscape, building placement/orientation and location define the urban form of a city. As the development standards change in terms of the above mentioned characteristics, the urban form also changes.

Incorporated in 1895, the City of Cocoa was a fairly compact city in the early 20th century. The compact form is visible in the older areas of Cocoa including the Cocoa downtown, the Historic Cocoa Village and downtown neighborhoods, which have narrow lots, are pedestrian oriented and include a mix of uses at higher densities. In the mid-20th century, the automobile began to dominate the development market. The development moved from the inner-city to the outskirts, and was characterized by low density and auto-dependent uses. Moreover, the development of railroad and major transportation improvements disrupted older commercial and residential neighborhoods. The result of this trend was the less efficient use of the infrastructure with no pressure for infill development. The urban form of the City changed from a dense compact form to a suburban sprawl form.

The City residents and past studies have identified the negative visual character of the major transportation corridors, the lack of overall identity of the City and the negative impact of the enclaves that detract from the City's aesthetics. The widening of US 1 in the 1950's by FDOT was one of the major reasons for the poor quality development along US 1, the loss of inner-city connectivity and the loss of businesses along the US 1 corridor in the City.

SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintened.

The City has two large enclaves along SR 501. These enclaves contribute to loss of inner city connectivity, land use conflicts and inefficient use of existing facilities and services. Additionally, the layout of some of the urbanized areas of the City is not very well organized or interconnected. These factors contribute to an image of disorder.

The City's goal is to create a physical planning framework to improve the quality of life and to ensure that new development shapes the City into a unique community that residents can identify with. A comprehensive urban design approach, citywide and on specific areas and corridors in the City, will be required to correct the disjointed nature of the past piecemeal development.

1. Vision Plan

A Vision Plan describes the kind of community that people who live and work in it want it to become over the next 10 to 20 years. It identifies what people value and want to preserve, what improvements are needed and how change should occur. A vision plan helps in creating a positive image and community identity, which is lacking in the City of Cocoa. A positive image helps to improve public relations. The awareness of the existing and desired image of an area can be the basis for a capital improvement plan and public policy formation. A positive image is important to a City government because it reflects on the excellence of service the government provides, attracts high quality business and well educated people.

The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City – improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision. The plan identified five redevelopment goals for the City:

- **Economic Function**: Strengthen downtown and core areas of Cocoa as a mixed-use center that will attract and serve the people of the region. Create a strong new industrial employment base.
- **Regional Context**: Strengthen the Cocoa area as a unique place within the County.
- **Community Role**: Strengthen Cocoa's contribution to the general well-being of the community.
- **General Environment Character**: Improve the physical image within the City.
- **Implementation**: Enable revitalization of the City to be a successful and on-going reality.

In addition to the Visions Plan, the City held a visioning public workshop in September 2007 to obtain public input on the issues facing the community. During the workshop, the citizens and city staff identified the following two major issues within the community:

- **Housing**: An abundance of affordable housing is located within the City. The balance of incomes has shifted to a very low income base compared to the County average.
- **Revitalization**: A serious concern was acknowledged about the visual appearance of the City and the overall identity. Economic and redevelopment efforts have been arduous because of the City's appearance and unfair perception.

Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.

The City will also plan to invite additional community input and to update the vision plan. While updating the master plan contained in the vision plan, the City will identify the character districts in the City and their interconnectivity. The several character districts within the City of Cocoa may include:

- **City Center**: Cocoa's downtown, the City center, is located on the east side of US 1. It can be characterized as a small village business area with one-story shops and restaurants. The downtown has an excellent collection of historic buildings, many of which have been renovated for adaptive reuse. The Historic Cocoa Village is the major attraction of the area.

- **Commercial Nodes**: Other than the downtown area, there are no well defined commercial nodes within the City. The Brevard Crossing RAC, located at the intersection of I-95 and SR 524, is intended to include a mixed-use activity center; however, development has not occurred to date.
- **Corridors**: SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.
- **Waterfront**: The City is located along the Indian River Lagoon. Existing land use along the Indian River is primarily medium-density residential with some commercial uses in the downtown area, most of which provide limited access to the waterfront.

2. Form-based Design Guidelines for Corridors

Design standards can be used to guide development toward creating a cohesive urban pattern of buildings and streetscapes. When the aesthetic appearance of a community is maintained or improved, a sense of pride develops for the residents, owners and merchants. The quality appearance of its commercial corridors can help the City competitively in the regional market.

The City has established form-based design standards for the Downtown Cocoa Redevelopment Area. The City is also partnering with the FDOT to widen U.S. 1 from four lanes to six lanes and to upgrade the aesthetics and design of the widening project by adding landscaping and gateway features. The City is coordinating with the Space Coast TPO and FDOT to improve the existing sidewalks and bike trails in the City.

The City should continue its efforts in the creation of a quality, safe and functional urban environment by establishing form-based design standards for the commercial corridors along SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519), the CRAs and the waterfront. These standards should implement the desired vision of each area.

3. Safe Community

A sense of security is one of the important characteristics of a great community. Research has shown the relationship between the environment and criminal behavior. There is a relationship between declining areas, areas of low property ownership and higher crime rates. The perception of a higher crime rate in an area results in disinvestment, a lack of maintenance and decline due to a fear of crime. In turn, the economic loss and fear escalate the opportunities for crime.

The opportunity and fear of crime can be deterred through good maintenance practices and the proper design and use of the environment. This concept is known as "Crime Prevention Through Environmental Design" or CPTED. The major premise of CPTED is that an environment can be designed to reduce the opportunities for crime and the fear of crime, without resorting to building fortresses. The primary principles of CPTED include the proper design and defined use of buildings and sites, reinforcement of territoriality and responsibility by residents, and the use of access control as well as natural surveillance.

Proactive deterrence of crime depends on a thoughtful understanding of how site and building design guide human behavior. At a neighborhood scale, defining the boundaries of the neighborhood and giving it a themed identity help to establish a known "territory" that

can be defended. Defining the appropriate behavior in public areas and designing the sites to support those behaviors will deter unwanted behaviors. Controlling access to a public space so that the area can be effectively monitored and help deter vandals. Providing visual access to public areas and pedestrian routes of travel are techniques that can be applied to deter crime. The City will consider incorporating CPTED principles in its land development code.

Table I - 1: Existing Land Use in Cocoa, 2009

Existing Land Use Categories	Max. Density/ Intensity Currently Allowed	ELUM	
		Acreage	%
Residential:		1,763.5	20.4%
Very Low Density	4 upa	178.9	2.1%
Low Density	7 upa	1,345.2	15.6%
Medium Density	15 upa	172.5	2.0%
High Density	25+ upa	67.0	0.8%
Commercial/Office	90% lot coverage/66' Height (90%/None CBD)	497.4	5.8%
Industrial	75% lot coverage/40' Height	675.1	7.8%
Public/Institutional	65% lot coverage/66' Height	625.9	7.2%
Open Space	NA	71.3	0.8%
Conservation	1 unit per 5 acres	497.4	5.8%
Vacant	NA	3,332.9	38.6%
Other (unclassified, ROW & Water)	NA	1,181.6	13.7%
GRAND TOTAL		**8645.2**	**100%**

Source: City of Cocoa GIS Department, 2009

Table I - 2: Structures Listed on the National Register of Historical Places

Resource Name	Address	City	Date Listed
Porcher House	434 Delannoy Ave	Cocoa	1986
Aladdin Theater	300 Brevard Avenue	Cocoa	1991

Source: City of Cocoa., 2009

Table I - 3: Population Forecast

Year	Shimberg	Permanent Population	Seasonal Population	Total Population	% Change
2010	17,851	21,570	1,096	22,666	
2015	18,018	24,741	1,257	25,998	14%
2020	18,124	29,173	1,482	30,656	18%
2025	18,151	34,992	1,778	36,770	20
2030	18,138	42,311	2,150	44,461	21%

Source: Land Design Innovations, Inc., August 2009

Table I - 4: Projected Land Use Demand, 2009 – 2020

Land Use Categories	Acres	Acres/1,000 population	Demand Based on 2009 Ratio	FLUM (2020)	Surplus/ (Deficiency) *
Population		**16,825**	**30,656**		
Residential:					
Very Low Density	179	11	326	841	515
Low Density	1,345	80	2,451	1,930	(521)
Medium Density	172	10	314	1,085	771
High Density	67	4	122	52	(70)
Mixed-Use	0	0	0	120	120
Regional Activity Center	0	0	0	270	270
Commercial/Office	497	30	906	1,150	244
Industrial*	675	40	1,230	1,245	15
Public/Institutional*	626	37	1,140	249	(891)
Recreation	71	4	130	109	(21)
Vacant	3,333	198	6,073	0	NA
TOTAL DEVELOPABLE	**6,966**	**414**	**12,693**	**7,053**	**433**
Conservation	497	30	906	342	(565)
Other (unclassified, ROW & Water)	1,182	70	2,153	1,251	(902)
TOTAL UNDEVELOPABLE	**1,679**	**100**	**3,059**	**1,593**	**(1,466)**
GRAND TOTAL	**8,645**	**514**	**15,752**	**8,646**	**(1,033)**

***** *Based on 2009 Ratio & 2020 Population*

Sources: City of Cocoa; Land Design Innovations, Inc., 2009

Table I - 5: Future Land Use Table

Future Land Use Categories	Maximum Density/Intensity	FLUM Acreage	Percent of Total Lands
Residential		3,909	45.2%
Very Low Density	4 upa	841	9.7%
Low Density	7 upa	1,930	22.3%
Medium Density	15 upa	1,085	12.6%
High Density	25 upa	52	0.6%
Mixed-Use	25 upa and 1.0 FAR	120	1.4%
Regional Activity Center	25 upa	270	3.1%
Neighborhood Commercial	15 upa and 0.75 FAR	284	3.3%
Commercial	1.0 FAR	867	10.0%
Industrial	1.5 FAR	1,245	14.4%
Public/Institutional	Compatible with adjacent land uses	249	2.9%
Recreation		109	1.3%
SUB-TOTAL		**7,053**	**81.6%**
Conservation	1 unit per 5 acres	342	4.0%
Other (ROW & Water)	Not Developable	1,251	14.5%
GRAND TOTAL		**8,645**	**100.0%**

Source: City of Cocoa and Land Design Innovations, Inc., 2009

Table I - 6: Land Use Comparison

Land Use Categories	2009 ELUM Acreage	2020 FLUM Acreage	2009 to 2020 Acreage Change
Residential:	1,763	3,909	2,145
Very Low Density	179	841	662
Low Density	1,345	1,930	585
Medium Density	172	1,085	913
High Density	67	52	(15)
Mixed-Use	0	120	120
Regional Activity Center	0	270	270
Commercial/Office	497	1,150	653
Industrial	675	1,245	570
Public/Institutional	626	249	(377)
Recreation/Open Space	71	109	38
Vacant	3,333	0	(3,333)
TOTAL DEVELOPABLE	**6,966**	**7,053**	**87**
Conservation	497	342	(156)
Other (unclassified, ROW & Water)	1,182	1,251	69
TOTAL UNDEVELOPABLE	**1,679**	**1,593**	**(86)**
GRAND TOTAL	**8,645**	**8,645**	0

Source: Brevard County Property Appraiser; City of Cocoa; Land Design Innovations, Inc., 2009

Table I - 7: Vacant Land Analysis

Future Land Use	Density/ Intensity	Vacant Developable Acreage	Use Split (Resid/ Non-Resid)	Density Factor	Potential for Residential Units
Residential		413			**3,197**
Very Low Density	4 upa	23	95/5	75%	64
Low Density	7 upa	188	95/5	75%	936
Medium Density	15 upa	202	90/10	80%	2,182
High Density	25 upa	1	90/10	85%	14
Mixed-Use	25 upa	16	50/50	85%	**170**
Regional Activity Center	***	0			0
Neighborhood Commercial	15 du/a	45	15/85	85%	**86**
Commercial		199			NA
Industrial		321			NA
Institutional		6			NA
Recreation		6			NA
Conservation	1 unit per 5 acres	0			NA
TOTAL		**1,006**			**3,453**

***** Acreage adjusted to exclude areas of potential environmental constraints (combination of wetlands, floodplains and wildlife habitats) and lands approved for development (approximately 689 acres).
****** Assumes that only a percentage of the acreage will be used for residential due to locational/density restrictions.
******* Approved Brevard Crossing RAC for 1,850,000 sq ft (Retail, Theater and Hotel).

2020 Total Population Projection	30,656
2000 persons per unit	2.04
Dwelling Units Needed by 2020	15,027
Units in 2000	8,064
Units Approved from 2000 to 2008	468
Total Existing Units in 2008	8,532
Approved Units	2,750
Potential for Residential Units	3,453
Total Projected Units in 2020	6,203

Total Units Needed by 2020*	**15,027**
Total Units Built by 2008	8,532
New units needed (2008 to 2020)	6,495
Vacant land holding capacity	6,203
	(292)

*** 2020 dwelling unit need calculated by dividing the 2020 projection (30,656) by the 2000 persons per unit factor (2.04)**

Source: Future Land Use Element, Land Design Innovations Inc., 2009

CITY OF COCOA
COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Oversized Maps

October 2010

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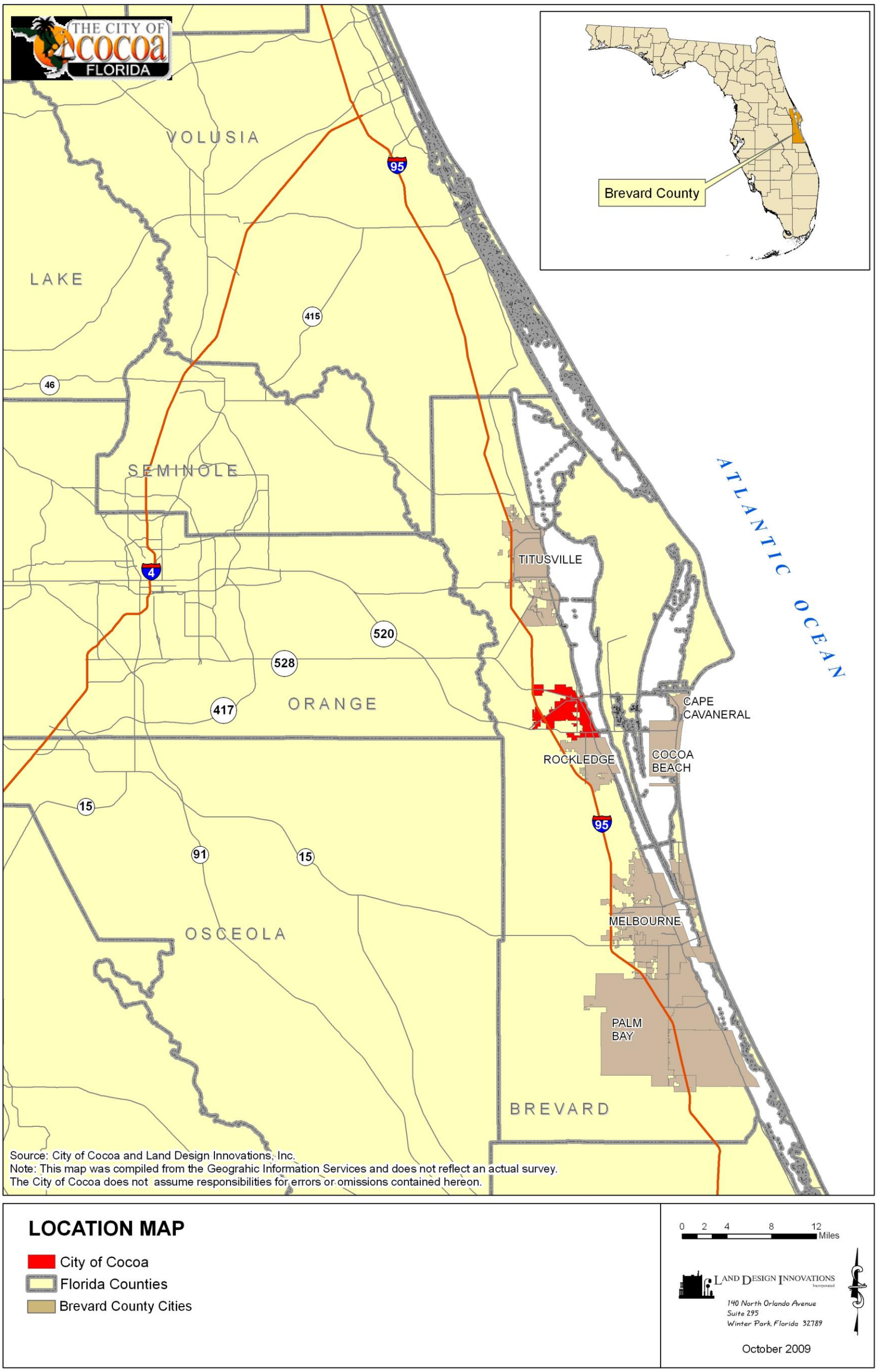
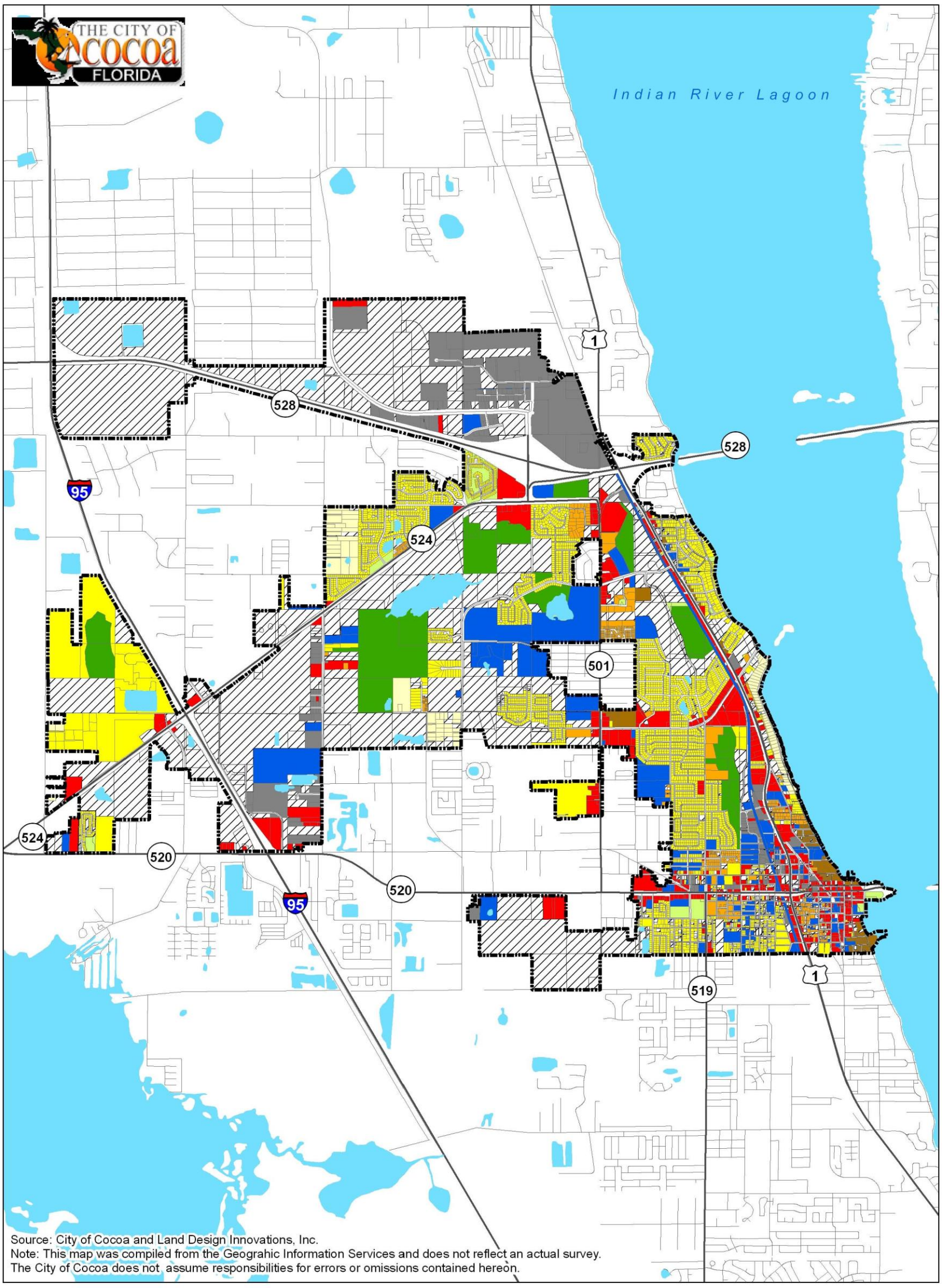
Map M-I-4: Existing Land Uses Surrounding Cocoa
Map M-I-5: Approved Residential Development
Map M-I-6: Vacant Land by Future Land Use Category
Map M-I-7: Future Land Use Map
Map M-I-8: Community Redevelopment Areas
Map M-I-9: Enterprise Zones and Special Economic Development Districts
Map M-I-10: Energy Conservation Areas Map

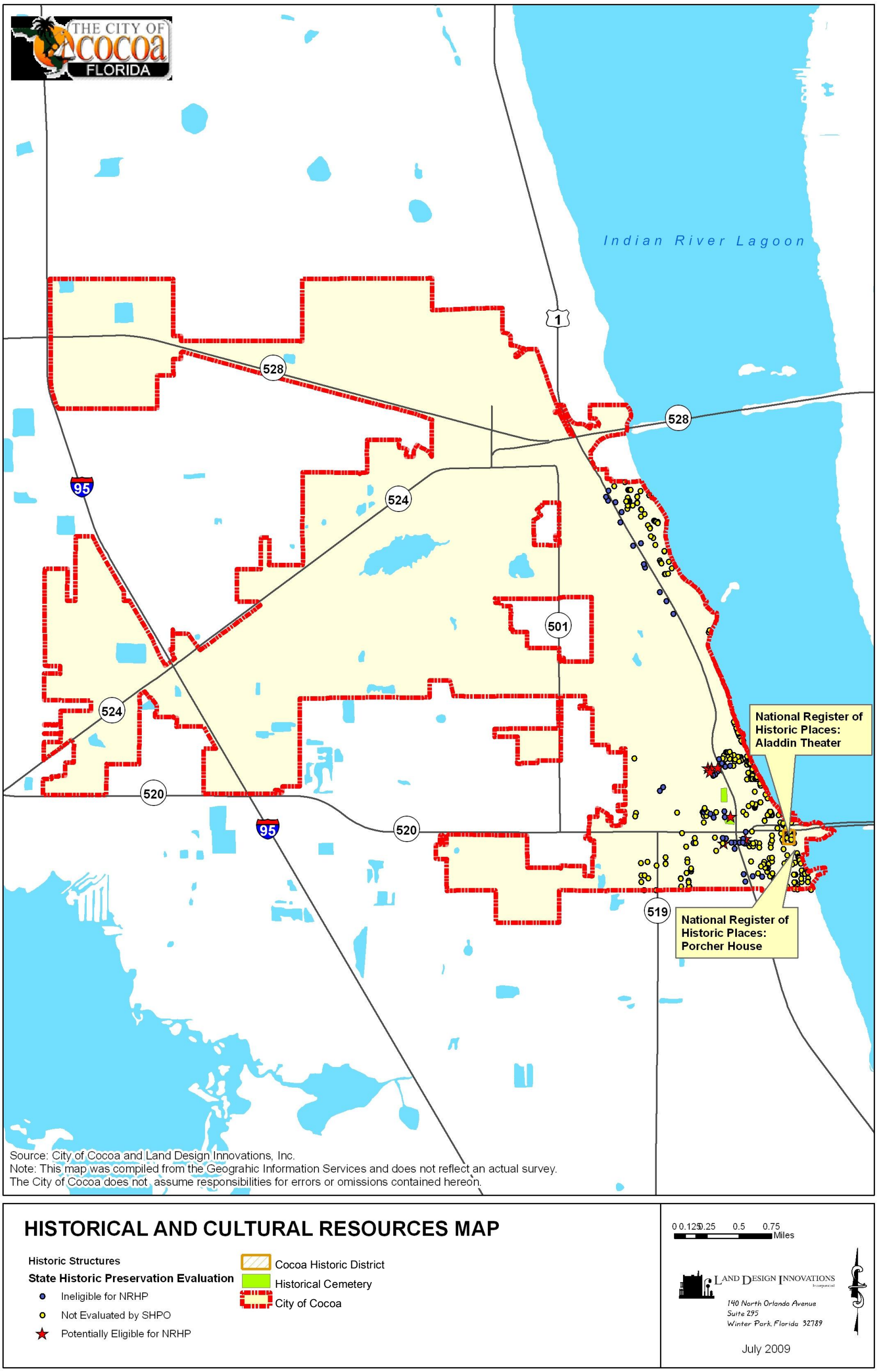
Map M-I-1: Location Map



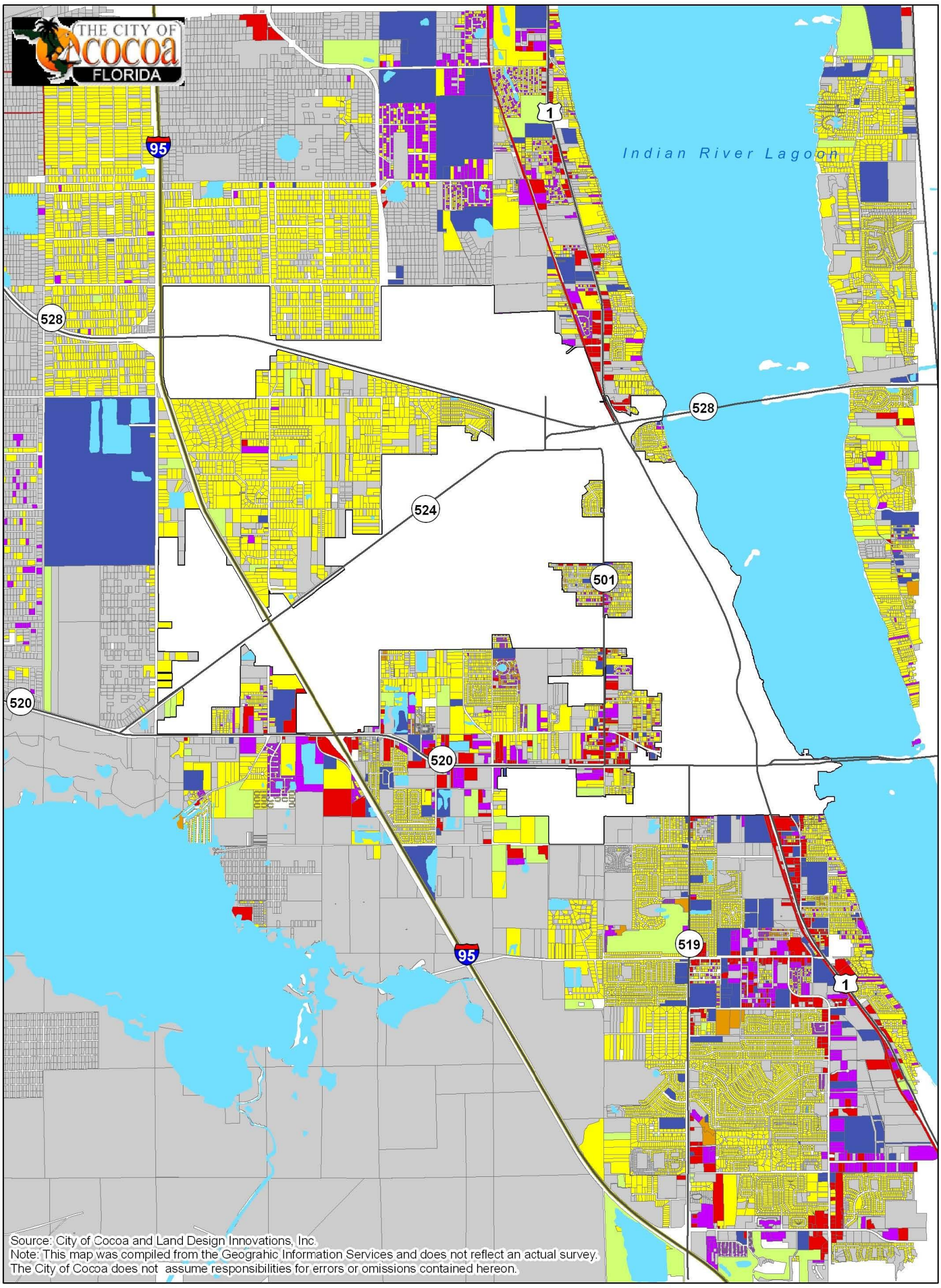
Map M-I-2: Existing Land Use Map



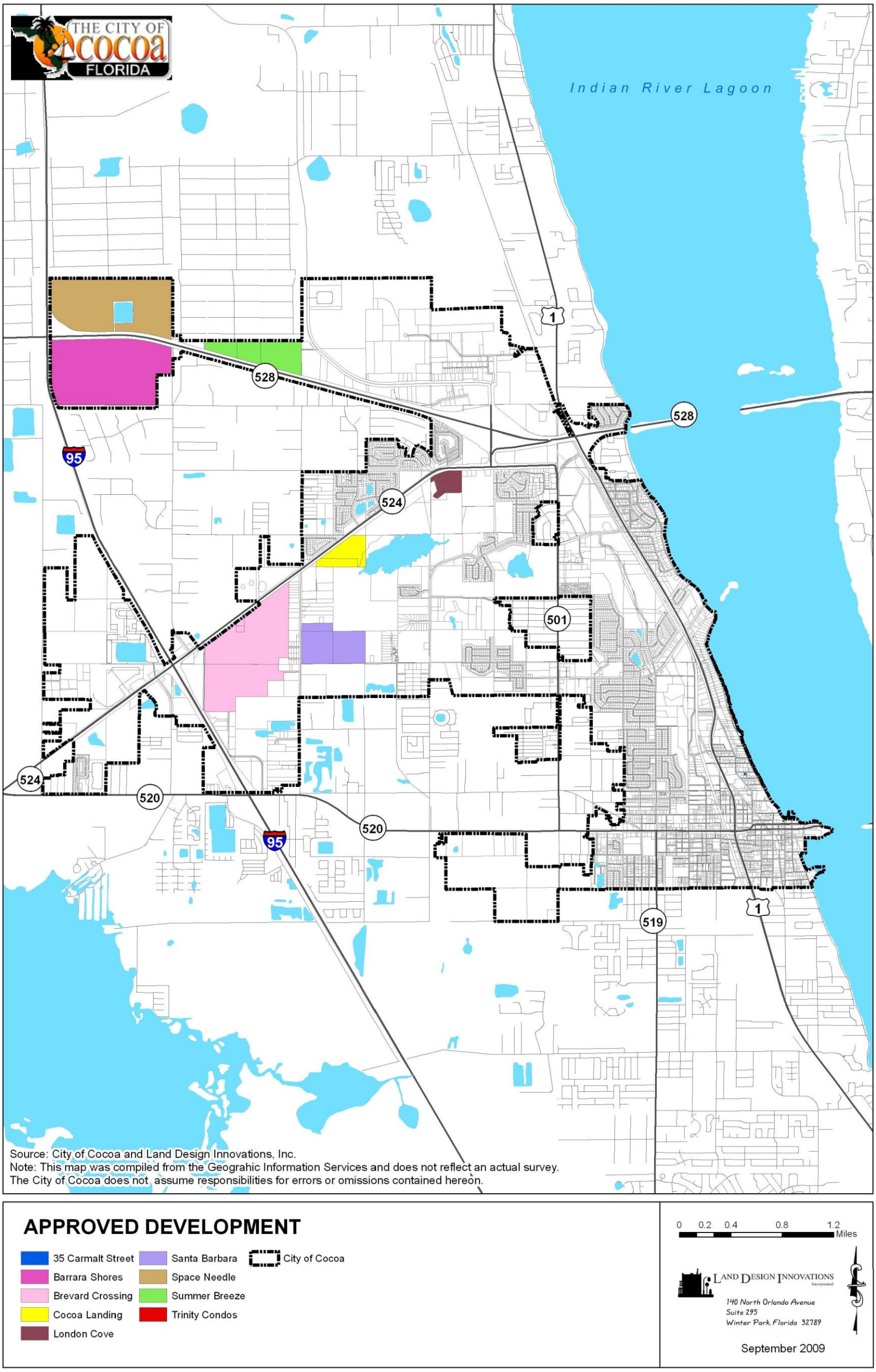
Map M-I-3: Historical Resources



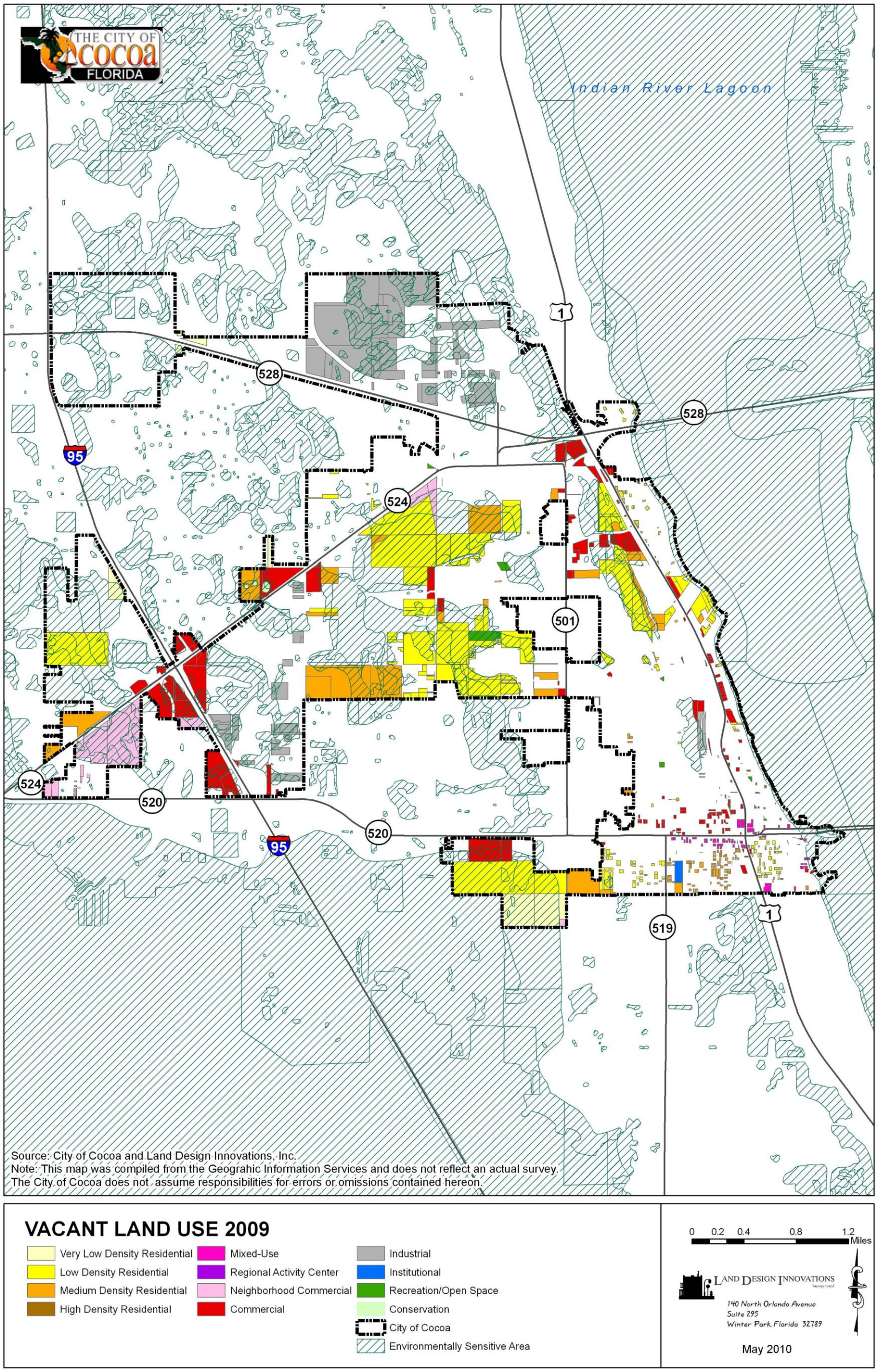
Map M-I-4: Existing Land Use Surrounding Cocoa



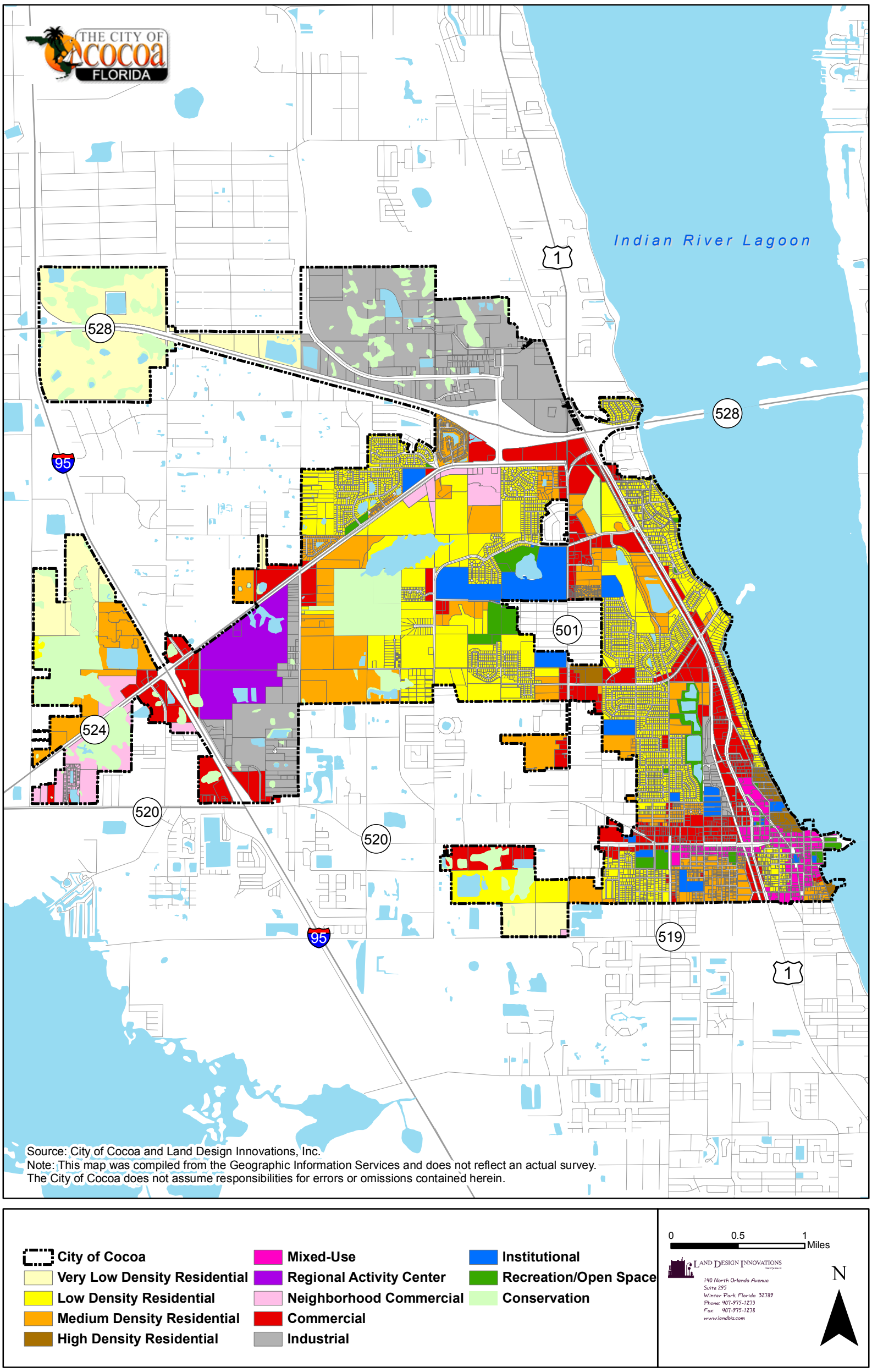
Map M-I-5: Approved Development



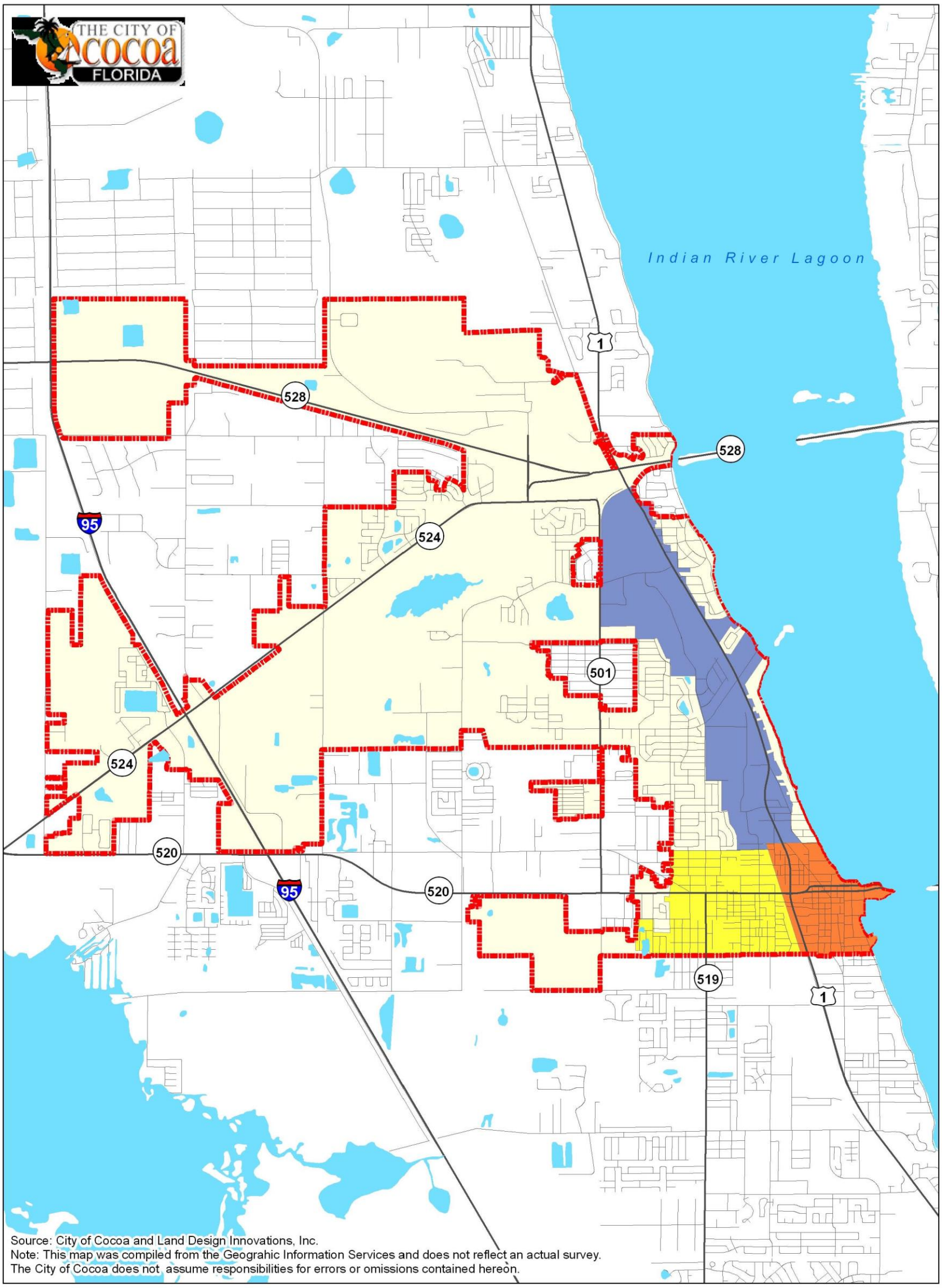
Map M-I-6: Vacant Land by Future Land Use Category



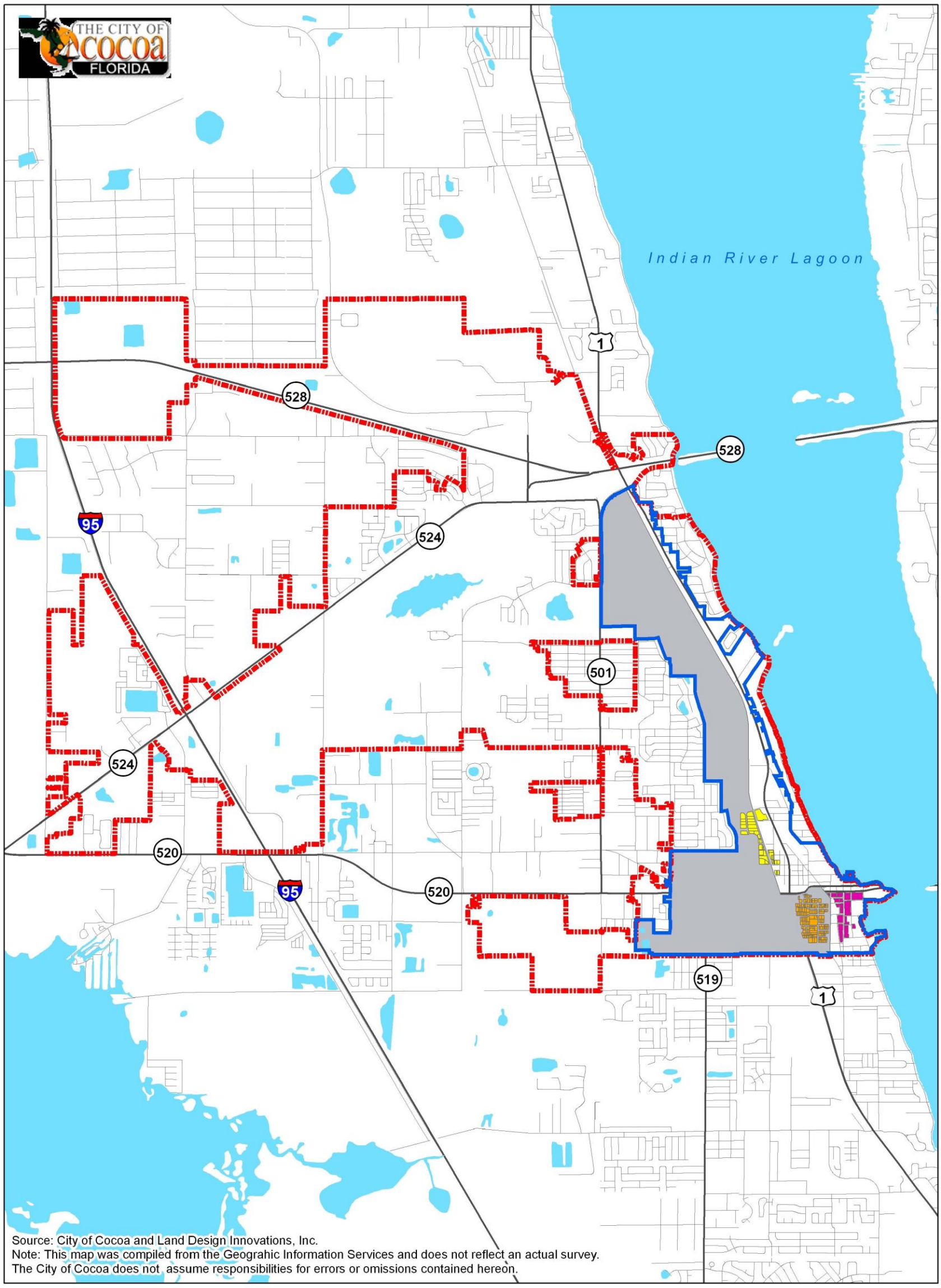
Map M-I-7: Future Land Use Map



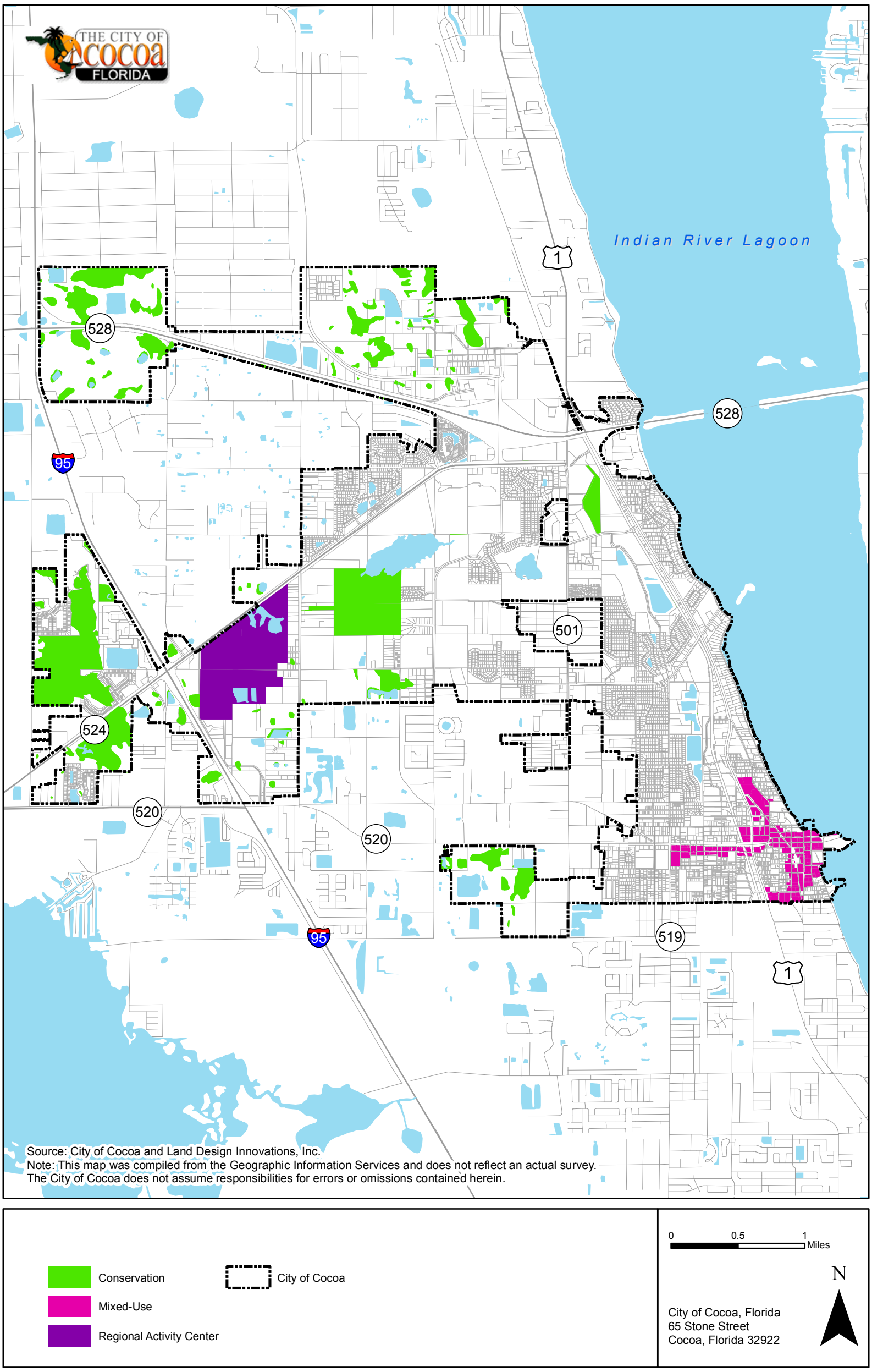
Map M-I-8: Community Redevelopment Areas



Map M-I-9: Enterprise Zones and Special Economic Development Districts



Map M-I-10: Energy Conservation Areas Map



2022 STRATEGIC PLAN

2022 PLANNING AND PRIORITIES DOCUMENT

Our community. Our future.

COCOA FLORIDA

SWOT ANALYSIS

STRENGTHS

- Regional Water Utility
- Cocoa Village
- Employee Knowledge
- Location
- Financial Status
- Culturally Diverse
- Abundance of Churches/Non-profits
- Educational Hub
- Tree City USA
- Centers for Distribution
- Dr. Joe Lee Smith Community Center
- Diamond Square Community

WEAKNESSES

- Cocoa's Image/Reputation
- Irregular City Boundaries
- Crime and the perception of crime
- Limited funding for improvements
- Limited control over our parks
- Affordable business space for entrepreneurs
- Incentives for city employees living in the City
- Representative of the population
- Sustainability

OPPORTUNITIES

- Cocoa Village
- Use of City Facilities and Amenities
- Annexations
- Expansion of Water/Wastewater utilities
- Industrial areas
- Brightline Station
- Cocoa's Image/Reputation
- Tradeschools and partnership with STEM and CTE programs
- Diamond Square Community
- Eco tourism
- Grant Eligibility
- More connected pathways
- Low-impact development
- Have a culturally and ethnically diverse workforce
- Building/residential development
- Vacant commercial property
- Citizen participation/engagement

THREATS

- Competition for municipal employees
- Cocoa's Image/Reputation
- Unmanaged growth
- Homelessness
- Lack of Attainable workforce housing
- Lack of civic engagement
- Lack of service and healthcare businesses
- Health of the lagoon
- Climate change (storm surge, heat events, sea level rise)

OUR MISSION

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.

OUR 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.

OUR 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 local 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.

PUBLIC SAFETY/COMMUNITY STANDARDS

Provide effective and efficient public safety services that remains proactive and allows for enhanced community relations and preparedness.

The City of Cocoa's commitment to be a safe and inclusive community can be seen in its efforts to implement proactive, community-based solutions to build strong partnerships, engage its residents and focus on our youth. This past year the City of Cocoa welcomed a new Police Chief, Evander Collier IV. His focus was on getting out in the community and forming partnerships between our police officers and our residents. Chief Collier held several community walks where he and the team were seen walking the streets of Cocoa to meet residents and learn first hand their concerns. This past year, we saw a reducation in overall crime from the previous year and through these community based, data driven efforts, the Cocoa Police Department is better prepared to respond to crime trends and emerging social problems.

Through this unimaginable few years of a global pandemic, the public safety team has become better prepared to respond in times of disaster with training and enhancements to disaster preparedness intiatives. The Fire Department has been enhancing training and response efforts as well.

These proactive, community-based solutions are helping enhance public safety and improve the overall quality of life for the Cocoa community.

Broad-based initiatives to achieve the priority area of public safety and community standards include:

- **Implement proactive, community-based solutions to build strong community relations.**
- **Proactively and consistently respond to shifting crime trends and emerging social problems.**
- **Attract and retain a skilled community-oriented and diverse sworn and civilian workforce.**
- **Ensure training and readiness of Public Safety employees.**
- **Enhance community disaster preparedness intiatives.**
- **Enhance community standard efforts while continuing to strive for voluntary compliance.**

INVESTMENT IN PUBLIC INFRASTRUCTURE

Ensure safe and efficient public infrastructure that drives growth and development in an environmentally responsible manner.

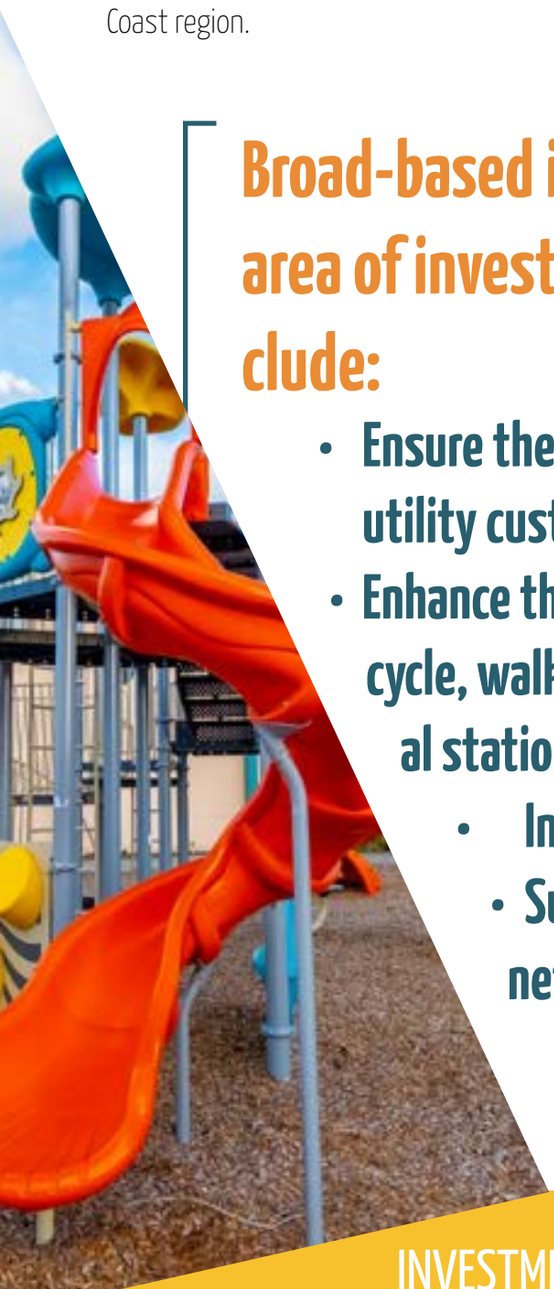
Cocoa is a unique and diverse community centrally located in the heart of the Space Coast region, along the Indian River in Brevard County. With one of the largest regional water utility systems in the state, Cocoa Water Utility provides customers with safe, clean drinking water. Enhancements were made to the Dyal Water Treatment facility to allow the system to continue to expand and remain resilient for years to come.

Brightline continues to construct it's high speed rail from Miami to Orlando through the Cocoa community. The City of Cocoa is working to bring a multi-modal station to the Cocoa community to allow our residents and the entire Space Coast region to take advantage of this enhanced public transportation service in our region. The City continually strives to enhance other transportation networks as well including annual upgrades to streets and sidewalks to ensure safe modes of transportation for our community.

A focus for the City Council this past year was to enhance and support a safe, accessible and well-maintained network of community parks. A number of improvements are planned to enhance playing fields, facilities, and safety to allow for increased use of our parks.

The City also invested in parking for the downtown business district. Property was purchased to allow for additional parking while additional on-street parking was also configured. This is an on-going commitment as the downtown continues to grow.

Investing in our infrastructure continues to drive growth and development and make Cocoa a leader in the Space Coast region.



Broad-based initiatives to achieve the priority area of investment in public infrastructure include:

- Ensure the delivery of safe, clean drinking water to all utility customers.
- Enhance the City's transportation networks. (Train, bicycle, walk, drive, public transit, Brightline Multi-modal station)
- Invest in environmental stewardship.
- Support a safe, accessible, well-maintained network of parks, facilities and greenspace.
- Continue to expand parking options in Cocoa Village.

ECONOMIC/COMMUNITY DEVELOPMENT

Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast.

Cocoa is a unique and diverse community situated in the heart of the Space Coast. Serving as a gateway to Brevard's beautiful beaches, Cocoa is minutes to Central Florida's many amenities and attractions such as Port Canaveral's cruise port, Kennedy Space Center, the Brevard Zoo, historical downtown districts, and Orlando area attractions. The City of Cocoa is emerging as a competitive and innovative regional hub with an array of available land, a central location close to major highways, and commitment to invest in development.

This past year, the City paved a pathway for faster permitting with development of online permitting. This new program makes it easier for residents and businesses to obtain permits.

This past year major investments in the City of Cocoa came from large organization such as Amazon and the expansion of the WalMart Distribution Center to include Sam's Club. The City's new Upstart program helped two new business owners get started with and expand their business in the Cocoa community.

The City is seeing economic growth through the investment in public infrastructure, incentives to foster continued development, and investment in targeted marketing and data collection efforts. The City also supports local job readiness training and continuing education programs to foster a prepared market of employees for the growing business community.

A surge in residential developments and investment in local residential programs help to ensure a diverse variety of housing options for our growing community. With all of this investment and growth, Cocoa is building a stronger, more competitive community poised for economic success.

Broad-based initiatives to achieve the priority area of economic and community development include:

- Enable growth through enhanced and modernized infrastructure.
- Maintain and attract new industry, jobs and investment through targeted marketing efforts, data collection and maintenace.
- Support education, training and job readiness programs.
- Improve residential development and rehabilitation programs to ensure a diversity of housing options.

147 New Businesses Started in Cocoa in 2021
106 Brick and Mortar businesses and 41 Home-based businesses

325 New Employees
from the 147 new businesses

Cocoa saw a 31% increase in New Businesses in 2021
over fiscal year 2020

COMMUNITY OUTREACH & ENGAGEMENT

Engage residents, business owners and visitors to participate in and be informed about their community.

Community input and involvement is paramount to good governance. The City of Cocoa has increased efforts over the last year to reach residents, business owners and visitors with community information. An enhanced website that is more user friendly and drives valuable community content was launched at the beginning of the fiscal year. The site contains easily accesible information that is important to our community including a calendar of events, emergency alerts, videos, the latest news, and more.

To make community information even more accessible, the City launched a new and improved mobile app. This app features easy access to City information at anytime. Features include a calendar of events that can be synced to your mobile device calendar, push notifications, alerts, report a conern and more.

The City's Leisure Services division was host to hundreds of special events at City facilities throughout the year and put on a number of free community events including celebrations for July4th, Juneteenth, Memorial Day, movies in the park and more. These events attract hundreds of thousands of attendees, increasing the economic vitality of the Cocoa community.

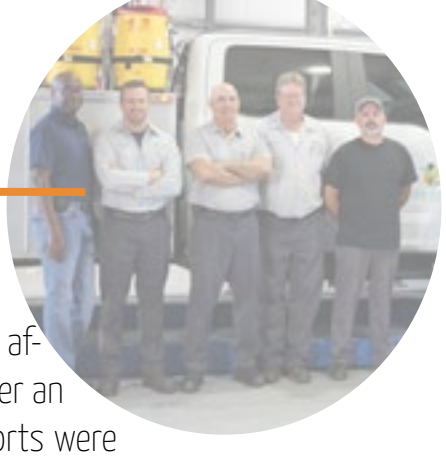
The Cocoa Citizens Academy continues to build a strong and diverse base of community volunteers. Citizens and business owners apply to participate in this fantastic opportunity to learn more about the City of Cocoa, how their local government operates, and how they can become more involved. Participants visit with each City department, meet employees, and learn about how that department provides services to the community. This program has developed a number of dedicated community volunteers that are better equipped to assist in making their community better.

Reaching our residents, business owners and visitors is vital to cultivating a vibrant and dynamic community and there are many opportunities for engagement and participation in the Cocoa community.

Broad-based initiatives to achieve the priority area of community outreach and engagement include:

- Continue to find new ways to communicate and reach the entire community with the latest news and information.
- Engage residents in volunteer boards and committees through community outreach programs.
- Ensure branding standards are maintained.
- Encourage a diverse array of special events at city facilities attracting a diverse audience.

ORGANIZATIONAL EFFECTIVENESS



Drive efficiency with impact focused workflow and attraction and development of a qualified workforce.

The past year, the City of Cocoa focused on recovery efforts after a pandemic affected not only our community but the entire world. The City was able to deliver an excellent level of effective and efficient public services to the community. Efforts were focused this past year on maintaining a qualified and driven workforce by ensuring competitive wages.

Efforts will now focus on attracting and supporting a qualified and capable workforce that is reflective of the Cocoa community and leveraging the latest in technology to continue to deliver the best public services. This will include enhancing and analyzing workflow processes to ensure a high standard of service.

This past year the City also received awards for it's budget and financial documents and received a glowing annual financial report with no audit comments. This solidifies the work of Council and staff to ensure the City is financially stable and ready for continued growth opportunities and to maintain long-term fiscal sustainability.

A dedicated and capable workforce that is impact focused and efficient is the base for delivering professional, responsive, innovative, dedicated and exceptional public services to the Cocoa community.

Broad-based initiatives to achieve the priority area of organizational effectiveness include:

- Enhance efforts to attract, develop and support a qualified and capable workforce reflective of the community.
- Leverage the latest technology to deliver efficient and effective public services to the community.
- Improve organization efficiency and effectiveness by analyzing workflow processes.
- Maintain the City's long-term fiscal sustainability.

Stay Connected with the online dashboard

Stay connected and see all of the intiatives and projects of the City of Cocoa's priority planning at our online dashboard, www.CocoaFL.gov/priorities.

COCOA CRA MASTER PLAN UPDATE

Acknowledgements

Cocoa Community Redevelopment Board

Michael C. Blake, Chairman
Lavander Hearn, Vice Chairman
James “Alex” Goins
Herbert “Rip” Dyal
Lorraine Koss
Janne Etz
Candace Rogers

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Lori Chabot, Redevelopment Coordinator

Cocoa CRA Counsel
(Garganese, Weiss, D’Agresta, & Salzman, P.A.)

Anthony A. Garganese, Managing Shareholder
Kristin N. Eick, Senior Attorney

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GAI Consultants – Community Solutions Group (2018 Waterfront Update)
Infrastructure Solutions Services (2018 Waterfront Update)

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Cocoa, FL 32922
321-433-8577

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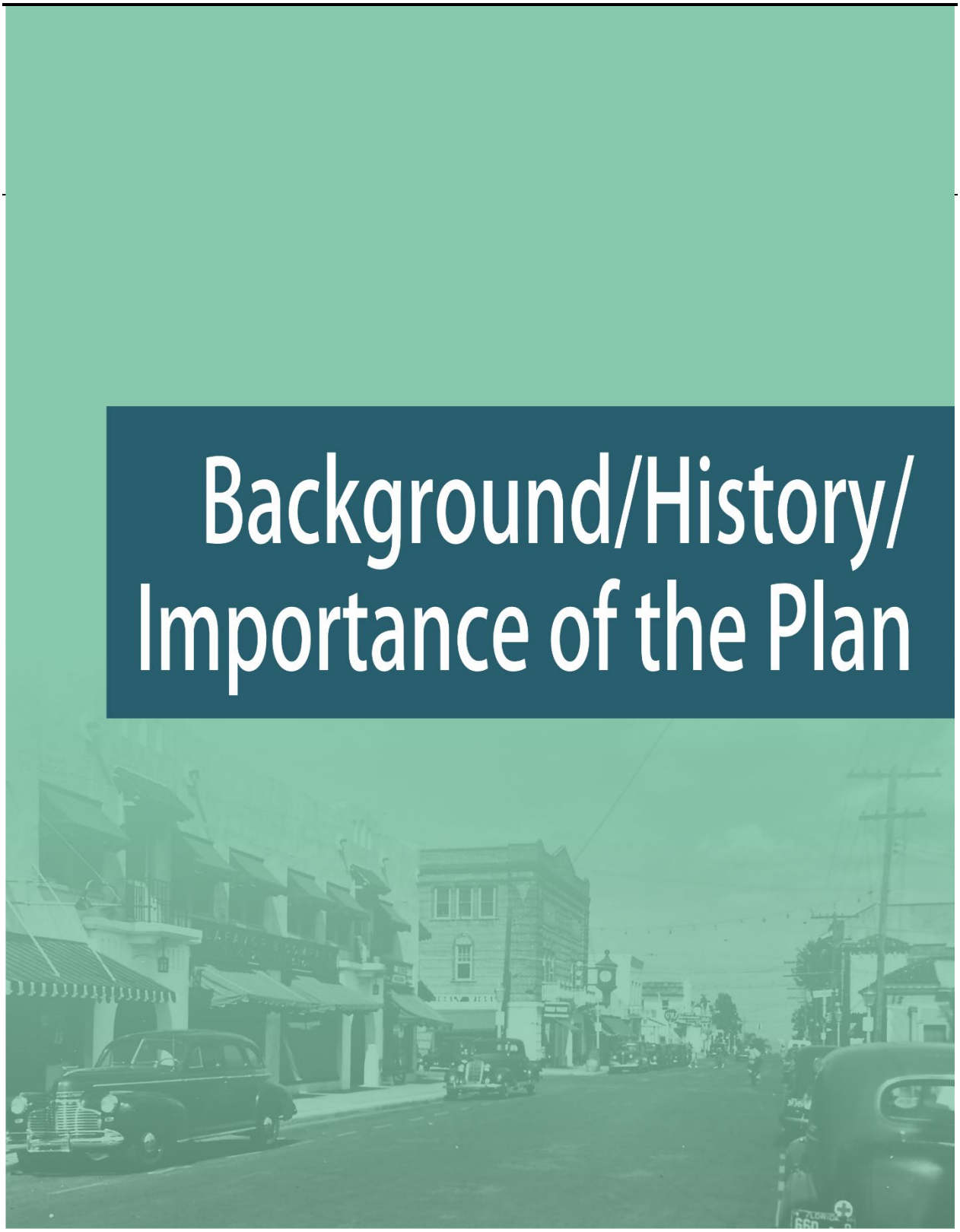
PART I



Introduction to the Cocoa CRA Plan

This document represents the 2018 update of the Cocoa Community Redevelopment Agency's Redevelopment Plan. The Plan was originally completed and adopted in 1981 and updated in 1997. The Cocoa Community Redevelopment Agency (hereinafter referred to as the "Agency," "CRA Agency" or "CRA") was created in 1980 to guide the City in its redevelopment efforts of the City's downtown and surrounding area. The primary purpose of the Agency is to revitalize the physical and economic environment of the Community Redevelopment Area by promoting and implementing redevelopment activities that mitigate against slum and blight within the redevelopment area. The creation of the Agency allowed the Agency to utilize a financing mechanism known as Tax Increment Financing authorized by Florida Statutes upon the adoption a Redevelopment Plan to guide the sound use of these funds for redevelopment activities within the redevelopment area. The Agency's redevelopment plan, as amended over the years, has guided the expenditure of the tax increment financing monies in the redevelopment area since 1981.

By 1996, the original CRA Redevelopment Plan no longer reflected existing conditions. Plan modifications were needed for the Agency to undertake new projects due to the changing conditions within the redevelopment area and City, and the Agency's desire to undertake a variety of new programs not anticipated at the time of the original redevelopment plan was adopted. This 2018 update to the Redevelopment Plan provides the framework for programming a new series of redevelopment activities within the CRA. Since it is not possible or practical for the Community Redevelopment Agency to fund and implement all redevelopment projects in the redevelopment area, the plan sets forth a series of goals, policies and objectives, implementation steps and specific proposed projects intended to leverage or stimulate the type of public interest and private investment necessary to achieve revitalization and removal of slum and blight within the redevelopment area.

Redevelopment best practices recommend a Redevelopment Plan be evaluated and updated periodically. Plan revisions should reflect existing and changing conditions of the community redevelopment area and update to projects and reprioritization of projects. The plan, as warranted and consistent with statutory authority, may also be updated to extend the timeframe of the CRA to implement redevelopment activities, programs, and projects. This plan amendment will extend the timeframe of the CRA from 2027 to 2041 in order to afford the Agency adequate time to implement the Redevelopment Plan.

The extended time period is required, in part, because the Agency funds the implementation of the Redevelopment Plan using tax increment financing, which is dependent on increasing property values within the redevelopment area. The Great Recession and Hurricane Irma negatively impacted the redevelopment area. Since the Great Recession and Hurricane Irma, there has been a renewed interest in developing key vacant parcels within the redevelopment area by the private sector and such projects are now more viable. Additionally, the destruction caused by Hurricane Irma to public infrastructure has made it necessary to for the City and the Agency to redevelop public properties and infrastructure. The CRA believes extending the timeframe will allow the City to capitalize on the potential future increase in TIF money for purposes of supporting the public infrastructure needs of the redevelopment area and the renewed interest in redeveloping various private properties within the redevelopment area.

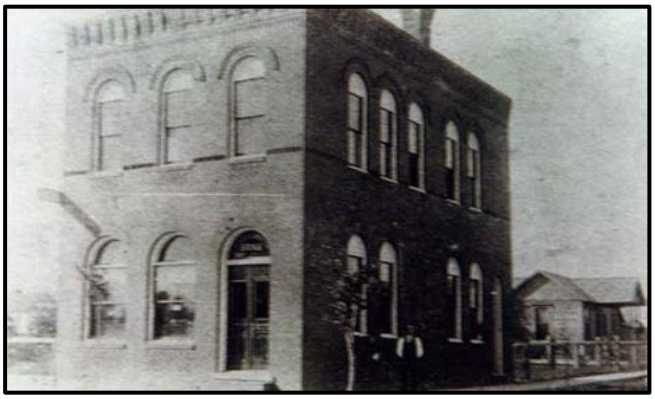
History of the Cocoa CRA

The City of Cocoa is a coastal community located on the western shore of the Indian River in Brevard County. The City is bordered by the City of Rockledge to the south, the Indian River on the east and unincorporated Brevard County on the north and west. Cocoa was settled in the 1860s and was known as Scrub City, Magnolia Point. Initially platted as Indian River City in 1882, Cocoa started as an agricultural area with over 20,000 citrus trees. Farmers in the area commonly produced oranges, lemons, pineapples, bananas and cane syrup. The introduction of the steamship transformed logistics and attracted related businesses such as ice plants, packing houses, and canneries. Cocoa expanded as an agricultural production hub and incorporated as a city in 1895. Henry Flagler's Florida East Coast Railway, which arrived in Cocoa in 1896, quickly replaced the steamboat as the primary mode of transport in the region. Cocoa's prosperity was evidenced by the diversity of stores, nice houses, wide sidewalks and a number of schools in the downtown core by 1905. An African-American community was formed on the west side of Florida Avenue and the railroad (known as The Heart of Cocoa) because of the area's proximity to citrus fields. Several black-owned businesses and two churches were established, serving the Heart of Cocoa residents.

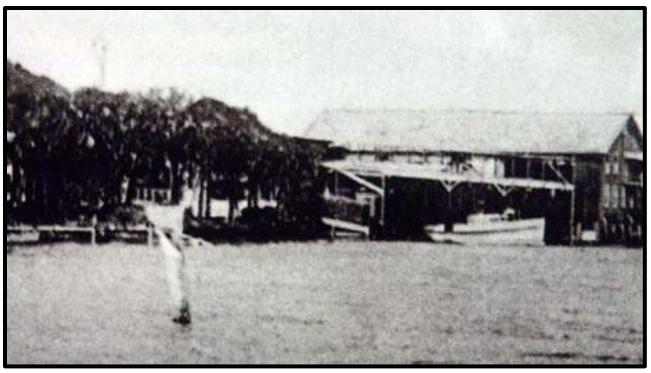
Behind all this prosperity was the city's original livelihood: citrus. Like elsewhere in the state, growers were affected by the freezes of 1894 and 1895 but they were able to bounce back to previous levels of production by the 1910s. The industry in Cocoa was so healthy that the city became the headquarters of the Florida Citrus Exchange – a prominent cooperative for the packing, shipping and marketing of local citrus. Packing houses and associated businesses lined the Indian River riverfront, and by the 1920s, Cocoa had the fifth largest number of packing houses in the state. It also had a large Orange Festival, which consisted of three days of activities, races on Cocoa Beach, and a ball at the New Indian River Hotel.

Despite the utility of the Indian River to the citrus industry, it was also a barrier to reaching Merritt Island and the Atlantic. Private boats and yacht service were the only ways to cross the river. By 1917, a 5,840 foot-long bridge spanned the River with a draw bridge that would still allow for boating activities. Once linked to Merritt Island, Cocoa residents were eager to build a road all the way to the beach, which was completed in 1923.

The building of the bridge and the beach road coincided neatly with the Florida's land boom of the 1920s. Because Cocoa had been "opened up" by railroad in the 1890s, it benefitted from a surge of building activity. Commercial development was concentrated around the riverfront, and the main streets of town were Brevard and Delannoy Avenues, Willard and Magnolia (now Stone) Streets, and King Street which provided direct access to the city's dock. Most of the growth was concentrated naturally because of access to the railroad and wharves; residential development occurred along the fringes of the commercial core.



In addition to the development of downtown, Cocoa became a real estate center – developing drained lands further west. Located between the St. Johns River and the railroad, the Cocoa Drainage District was created in the 1920s. The draining of these lands was possible through better technology and greater real estate pressures, but it was also enabled by the growing accessibility of owning a car. In Brevard County in 1920, there were only 749 registered cars; by 1927 there were about 6,000. This began to change the landscape in seemingly small ways at first, such as the cropping up of tourist "auto camps" and filling stations downtown.



By 1940, the population of Cocoa was 3,014 people. King Street was extended west from US 1, and Fiske Boulevard extended from Poinsett Drive (Rosa L. Jones Boulevard). More prevalent car ownership and development of areas north of the city led to Cocoa residents living outside of the downtown core and returning for work, shopping, and recreation.

In the 1950's, everything changed for Cocoa and Brevard County with the coming of the Space Program. This massive development of technology on Cape Canaveral brought thousands of skilled jobs to the area. Facilities and infrastructure were built quickly in order to meet the housing demand, without a great deal of planning. While economically, the Space program was a great boon for the county at first, the influx of so many people in a short period of time also disturbed the tight communities that had grown organically over the previous decades. Cocoa grew from 3,538 people in 1950 to 12,294 in 1960. Roads were widened to facilitate movement to and from Cape Canaveral. The car began to dominate land use planning and development and traditional industries like citrus and downtown populations declined.

The 1970's saw the reduction of funding for the Space program. A significant number of jobs were eliminated, negatively impacting the regional and local economy. The City of Cocoa was faced with high unemployment and crime by the 1980's. In response, the County sought to diversify its economy and reinvigorate its tourism market.

With the close of the Cold War and later with the end of the Space Shuttle program, the effect on Cocoa and Brevard was acute: funding for the space program decreased, jobs at Kennedy Space Center were cut, and the area was left with a landscape that was hastily constructed and designed for getting people to the coast as fast as possible.

Despite this, the City of Cocoa in some instances and especially as it relates to its downtown, fared better than others in the County. Cocoa's downtown, known as Cocoa Village, benefits from the preservation of its historic core and a relatively healthy downtown. While a handful of the these streets are doing well commercially, and the waterfront has experienced several condominium developments, the historic connection of the village to the Indian River is lacking, and many people's view of Cocoa Village is seen at 50 mph on their way to Merritt Island and Cocoa Beach.

The Great Recession set back the City and the Cocoa CRA with a significant drop in property values and a dysfunctional real estate market, non-conducive for redevelopment. Projects planned and approved were mothballed, and by the time the City began to experience the recovery around 2014, later than

surrounding jurisdictions in the County, most projects were abandoned. As redevelopment and interest in Cocoa Village was increasing, Hurricane Irma presented another challenge in September 2017, as the entire waterfront infrastructure was decimated and several streets experienced flooding. However, with these challenges the Cocoa CRA has opportunity to validate and refine its vision for the waterfront, the historic business district, and the surrounding neighborhoods.

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.

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:

(1) 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

(2) 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.

The Cocoa CRA Area Boundary

The Cocoa Redevelopment Agency was established for carrying out redevelopment activities for the area defined as the Redevelopment Area in the Resolution dated April 14, 1981, which area is described as:

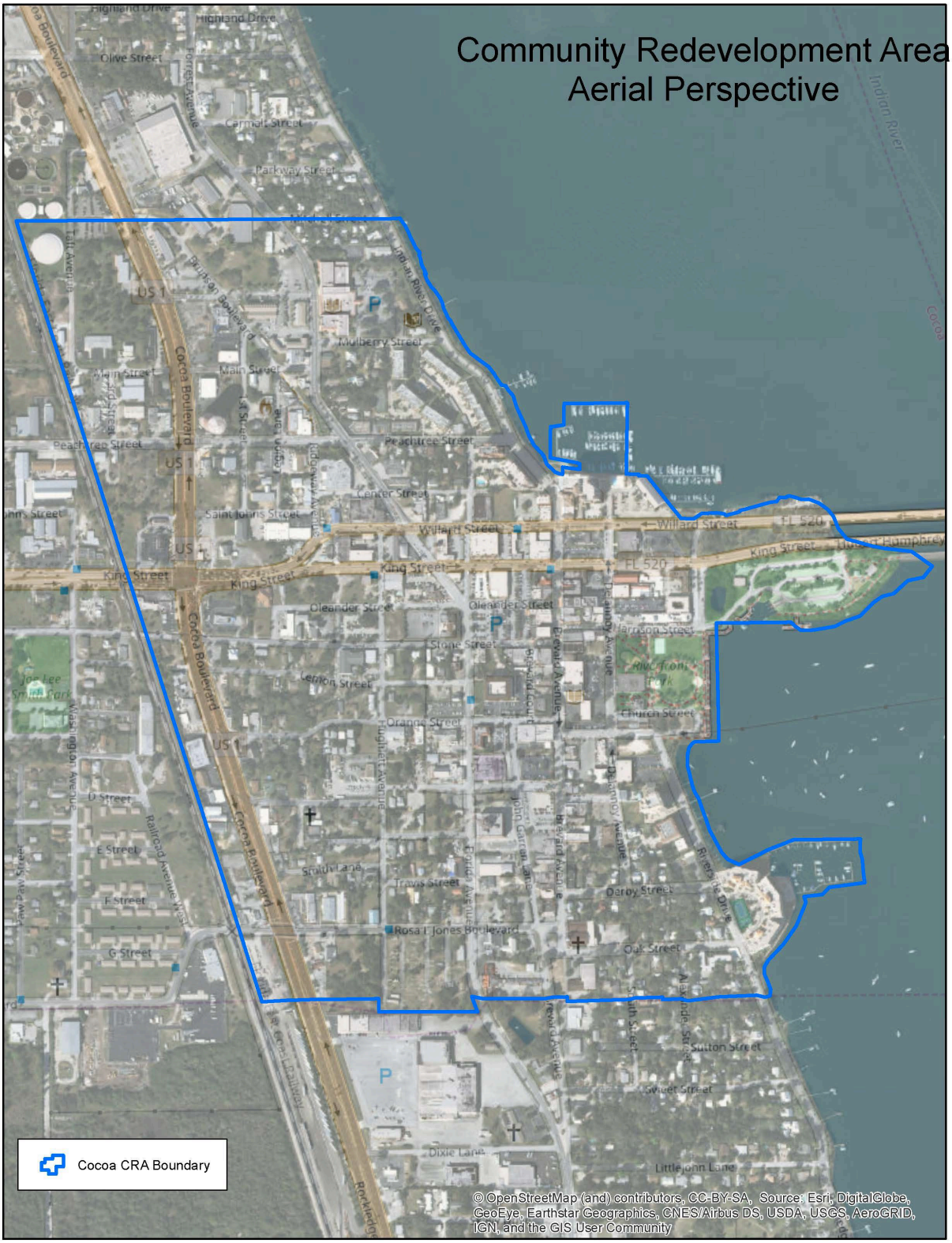
South: A straight line extending along the southern boundary of the City of Cocoa between the east and west boundaries cited herein;

East: The center line of the channel of the Indian River between the South and North boundaries cited herein;

West: The eastern edge of the Florida East Coast right-of-way between the South and North boundaries cited herein;

North: A straight line extending along the northern edge of the right-of-way of Mitchell Street between the East and West boundaries cited herein.

Cocoa CRA Area Location Map



The Cocoa CRA Area Description

The redevelopment area in Cocoa comprises of 248 ± acres or .45 square miles. The redevelopment area is only 2% of the total area of the corporate city limits (8,960 acres or 14 square miles). The CRA area contains of mix of land uses and buildings. Within the area is an estimated residential population of 1,089, the City's population is estimated to be 19,286 (2018 BEBR), representing 6% of the total population of Cocoa.

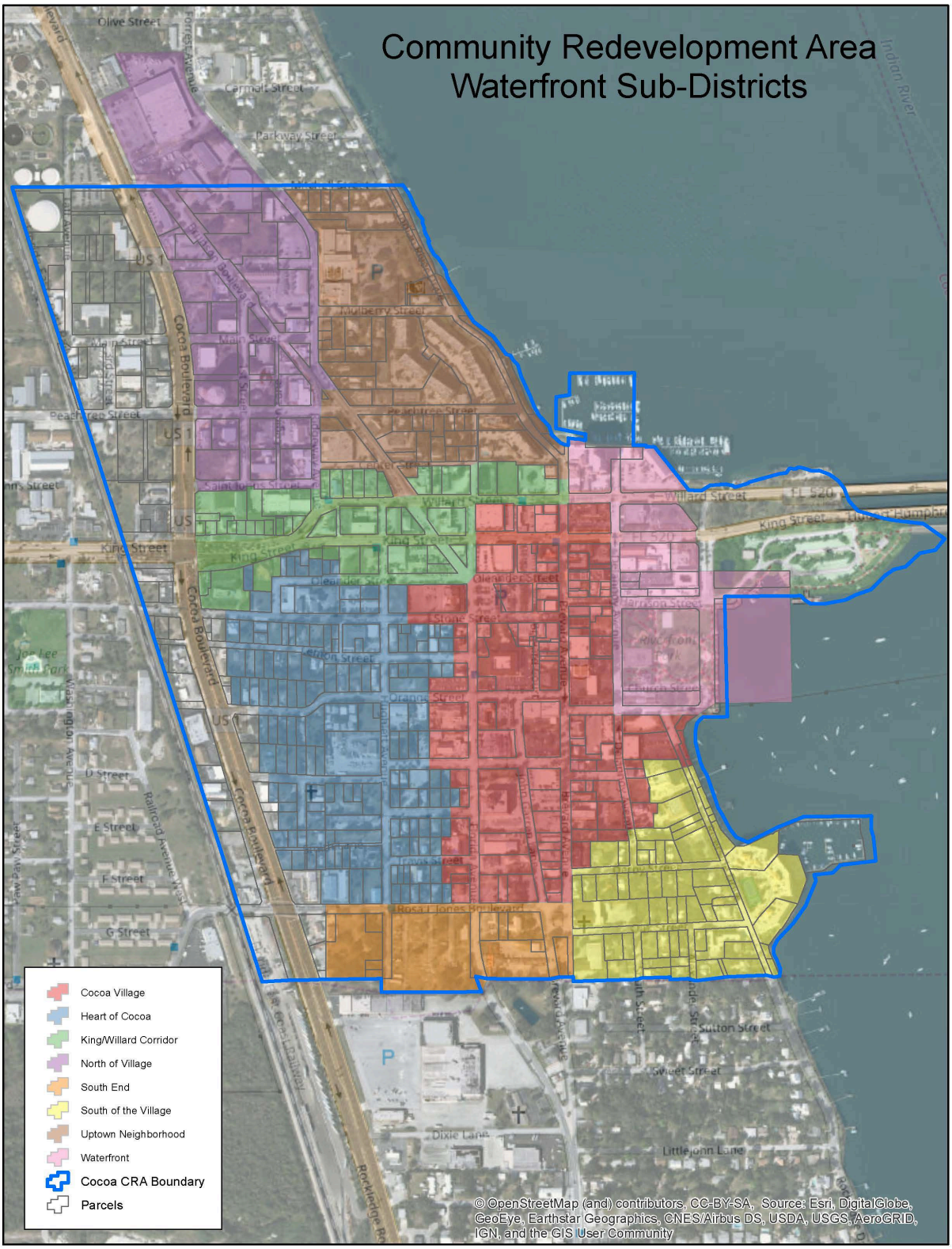
Of the 769 housing units in the Cocoa CRA, 297 are owner occupied (38.6%), 306 are renter occupied (39.8%), and 166 are vacant (21.6%). (U.S. Census Bureau, Census 2010 Summary File 1, ESRI 2018 Forecast). The redevelopment area also serves as the City's historic downtown with a myriad of unique retail shops, restaurants, bed & breakfasts, and personal service establishments. Numerous historic buildings are also located in the downtown including the Historic Cocoa Village Playhouse and Porcher House. Additionally, important community institutional buildings are located in the downtown including Cocoa City Hall, U.S. Post Office, and the Florida Historical Society. And the downtown also benefits by having complementary recreational amenities such as the Cocoa Riverfront Park, Taylor Park and Lee Wenner Park.

The 1997 Community Redevelopment Plan generally divided the redevelopment area into five areas, whereas the 2008 Waterfront Master Plan evaluated the redevelopment area more granularly and it was determined that there are nine distinct and unique sub-districts. The sub-districts of the Cocoa CRA are: **Cocoa Village; Heart of Cocoa; South of the Village; South End; King Street and Willard Street Corridor; North of the Village; Uptown Neighborhood; US1 Regional Corridor and the Waterfront.**

- **Cocoa Village** is generally bounded by Center Street on the north, Forrest Avenue and Florida Avenue on the west, Rosa L. Jones Blvd and Derby Street on the south, and the Indian River on the east.
- **The Heart of Cocoa Neighborhood** (HCN) is located immediately west of the historic Cocoa Village and although the boundaries are irregular, the boundaries are generally between several major roadways: east of Florida Avenue, South of SR 520; west of US 1; and north of Rosa L. Jones Blvd (formerly Poinsett Drive).
- **King Street and Willard Street Corridor** is generally located north of the downtown village along SR 520 east to Forrest Avenue along the northern boundary of Peachtree Street to the Indian River**.**
- **Uptown Neighborhood** is generally located north of the Corridor to US1 along the northern boundary of the CRA along Mitchell Street to the Indian River.
- **North of the Village** is generally bound between St. Johns Street as the southerly boundary, US1 on the west, Ridgeway Avenue and Forrest Avenue along the easterly boundaries, to Carmalt Street.
- **South End** is located along the southern City limits just south of Rosa L. Jones Boulevard, east of US1 to Brevard Avenue.
- **South of the Village** is located along the southern City limits with Brevard Avenue to the west, the Indian River to the east and Derby and Church streets to the north.

- **Waterfront** is part of the Central Business District and nestled along the Intracoastal Waterway on the east Indian River and Delannoy Avenue on the west, and Cocoa Village Marina to the north and Cocoa Riverfront Park and Church Street to the south.
- **US1 Corridor** runs through the western portion of the entire CRA located along US Highway 1 and extends to the Florida East Coast railroad to the west.

Cocoa CRA Sub-Districts Map



Powers of the Cocoa CRA

As Authorized by the Community Redevelopment Act, a wide variety of powers are available to the City of Cocoa to carry out redevelopment activities. Without intending to limit the powers of the CRA, the Cocoa Redevelopment Agency is vested with the following powers pursuant to Section 163.370, Florida Statutes:

(1) The CRA may not exercise the power of eminent domain for the purpose of preventing or eliminating a slum area or blighted area as defined in this part; however, counties and municipalities may acquire property by eminent domain within a community redevelopment area, subject to the limitations set forth in ss. 73.013 and 73.014 or other general law.

(2) The CRA shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers in addition to others herein granted:

(a) To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part.

(b) To disseminate slum clearance and community redevelopment information.

(c) To undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include:

1. Acquisition of property within a slum area or a blighted area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.
2. Demolition and removal of buildings and improvements.
3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the community redevelopment area the community redevelopment objectives of this part in accordance with the community redevelopment plan.
4. Disposition of any property acquired in the community redevelopment area at its fair value as provided in s. 163.380 for uses in accordance with the community redevelopment plan.
5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan.
6. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of real property in the community redevelopment area which, under the community redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property.
7. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of any other real property in the community redevelopment area when necessary to eliminate unhealthful, unsanitary, or unsafe conditions; lessen density; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities.

8. Acquisition, without regard to any requirement that the area be a slum or blighted area, of air rights in an area consisting principally of land in highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
9. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of property in unincorporated enclaves surrounded by the boundaries of a community redevelopment area when it is determined necessary by the agency to accomplish the community redevelopment plan.
10. Construction of foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.

(d) To provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities provisions to fulfill such of the conditions as it deems reasonable and appropriate.

(e) Within the community redevelopment area:
1. To enter into any building or property in any community redevelopment area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.
2. To acquire by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition any personal or real property, together with any improvements thereon.
3. To hold, improve, clear, or prepare for redevelopment any such property.
4. To mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property.
5. To insure or provide for the insurance of any real or personal property or operations of the county or municipality against any risks or hazards, including the power to pay premiums on any such insurance.
6. To enter into any contracts necessary to effectuate the purposes of this part.
7. To solicit requests for proposals for redevelopment of parcels of real property contemplated by a community redevelopment plan to be acquired for redevelopment purposes by a community redevelopment agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons

pursuant to s. 163.380 prior to acquisition of such real property by the community redevelopment agency.

(f) To invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to s. 163.385 at the redemption price established therein or to purchase such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled.

(g) To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of this part and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the county or municipality deems reasonable and appropriate which are not inconsistent with the purposes of this part.

(h) To make or have made all surveys and plans necessary to the carrying out of the purposes of this part; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:

1. Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements.
2. Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.
3. Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.

(i) To develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.

(j) To apply for, accept, and utilize grants of funds from the Federal Government for such purposes.

(k) To prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from a community redevelopment area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.

(l) To appropriate such funds and make such expenditures as are necessary to carry out the purposes of this part; to zone or rezone any part of the county or municipality or make exceptions from building regulations; and to enter into agreements with a housing

authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by such county or municipality pursuant to any of the powers granted by this part.

(m) To close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the county or municipality.

(n) To organize, coordinate, and direct the administration of the provisions of this part, as they may apply to such county or municipality, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within such county or municipality may be most effectively promoted and achieved and to establish such new office or offices of the county or municipality or to reorganize existing offices in order to carry out such purpose most effectively.

(o) To develop and implement community policing innovations.

(3) The following projects may not be paid for or financed by increment revenues:

(a) Construction or expansion of administrative buildings for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.

(b) Installation, construction, reconstruction, repair, or alteration of any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the community redevelopment plan by the governing body pursuant to a previously approved public capital improvement or project schedule or plan of the governing body which approved the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of the governing body and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.

(c) General government operating expenses unrelated to the planning and carrying out of a community redevelopment plan.

(4) With the approval of the governing body, a community redevelopment agency may:

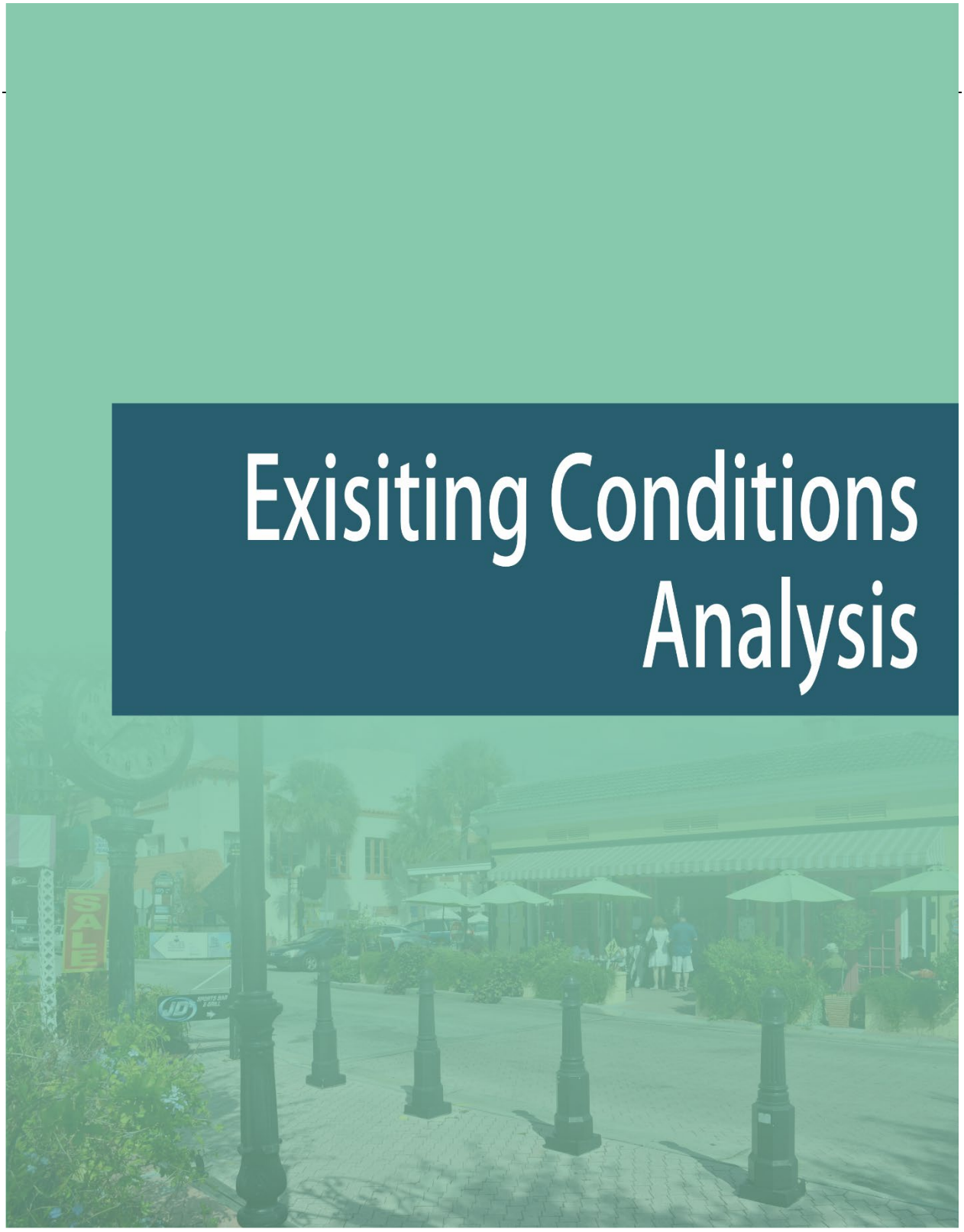
(a) Prior to approval of a community redevelopment plan or approval of any modifications of the plan, acquire real property in a community redevelopment area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition; demolish and remove any structures on the property; and pay all costs related to the acquisition, demolition, or removal, including any administrative or relocation expenses.

(b) Assume the responsibility to bear any loss that may arise as the result of the exercise of authority under this subsection, in the event that the real property is not made part of the community redevelopment area.

Pursuant to Section 8-23 (Powers of the council) of the City Code, the following powers shall continue to vest in the City Council:

(a) The power to determine an area to be a slum or blighted area, or combination thereof, to designate such area as appropriate for a community redevelopment project, and to hold any public hearings required with respect thereto.
(b) The power to grant final approval to community redevelopment plans and modifications thereof.
(c) The power to authorize the issuance of revenue bonds as set forth in Section 163.385, Florida Statutes.
(d) The power to approve the acquisition, demolition, removal, or disposal of property as provided in Section 163.370(4), Florida Statutes, and the power to assume the responsibility to bear loss as provided in Section 163.370(4), Florida Statutes.

PART II



Land Use

Commercial

The land use patterns of the redevelopment area are a direct response to a long-term trend of commercial intrusions into traditional single-family neighborhood areas. In the beginning years of the city, commercial and industrial uses were concentrated in the downtown clustered around Brevard Avenue, Harrison Street, and Delannoy Avenue adjacent to the waterfront shipping area and packinghouse distribution rail heads. Over time, the railroads and highways were relocated west of US1. In doing so, these transportation routes cut through existing residential neighborhoods. These new roadways were rezoned to commercial and slowly over time, the residential character of the cityscape has been sliced into small neighborhoods surrounded by heavy commercial uses.

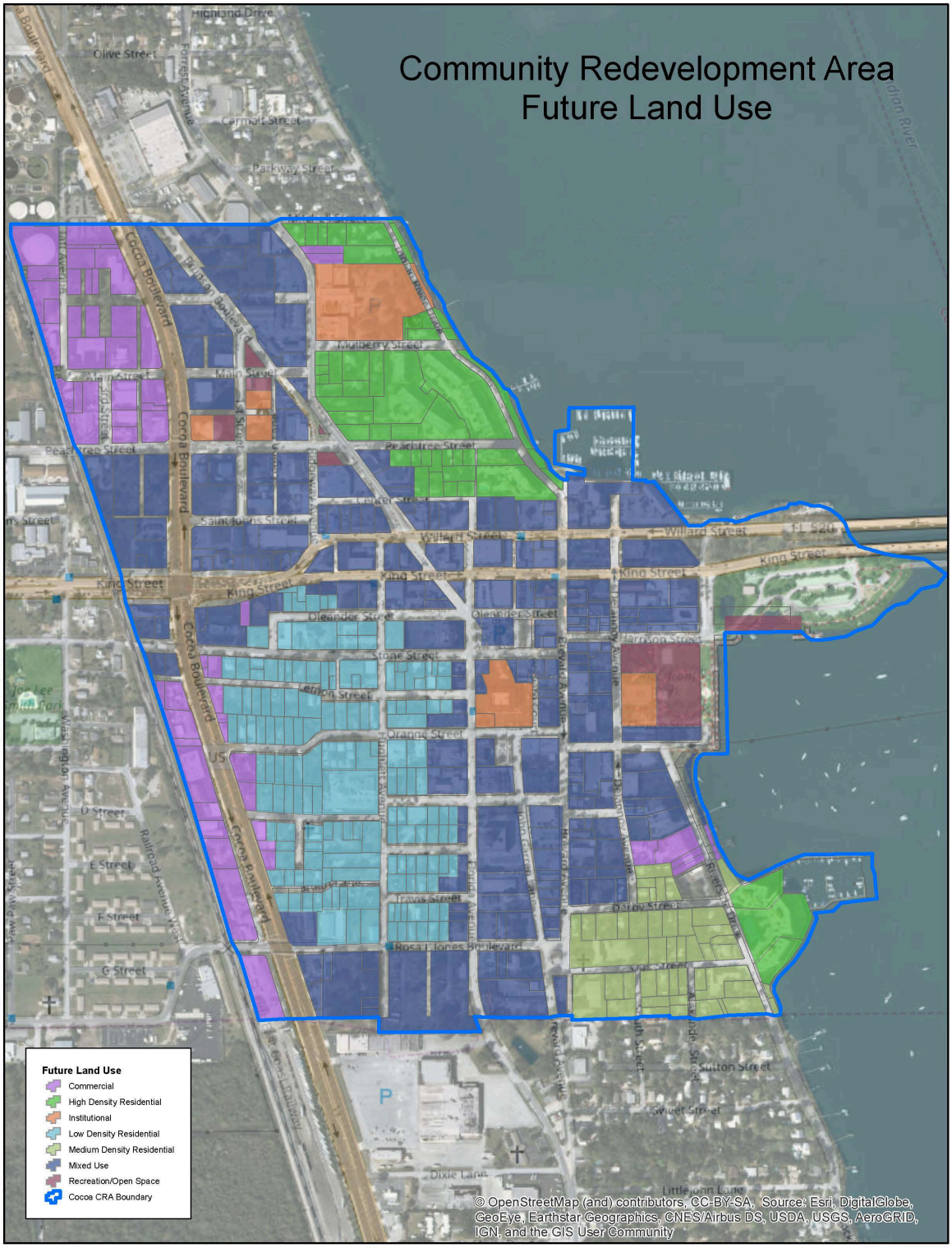
Residential

Residential uses are the second most dominant land use, with single family dwellings the most common type. Residential uses are located along the waterfront and between the water and east of Brevard Avenue, south of Church Street to Rosa L Jones Blvd; west of Florida Avenue and east of US1 from Rosa L Jones Blvd. to Stone Street; and east of US1 and west of the river north of Willard Street.

Civic – Cultural and Institutional

The remaining land uses include Cocoa City Hall, Cocoa's Civic Center, Heart of Cocoa Community Meeting Room, Florida Historical Society, churches, a fire station, water tower, electric substation, communications tower, marina, parks and waterfront esplanade.

Cocoa CRA Area
Future Land Use Map



Zoning

There are several applicable City zoning districts currently applicable to the properties located within the redevelopment area. These districts are subject to change by the City under the City's zoning powers.

C-W

The area between the railroad tracks and US 1 in the northwest is the C-W or "Wholesale Commercial District." This district is intended to apply to transportation facilities, warehousing, distribution, and wholesaling as well as other retail commercial uses.

RU-2-25

One of the two residential zones designated in the redevelopment area is the RU-2-25 district or "Multiple Family Dwelling District." The provisions of this district apply to high density residential developments which are adjacent to major commercial centers and major collector or arterial streets. This zone has resulted in the development of multi-storied residential projects on the water. There are two districts with this zoning type in the redevelopment area. The southern district contains single-family and multi-family residential uses. There are several condominium complexes and two low-rise apartment buildings. The district in the north does contain multi-story condominiums with a few single-family homes.

RU-2-10

The other residential zone designation is the RU-2-10 district. This "Low- Density Single-Family and Multi-Family Dwelling District" seeks to preserve the residential character of the area and foster mixed-use development in proximity to major collector or arterial streets. The Heart of Cocoa neighborhood was rezoned to this category in accordance with the provisions of the Federal Consent Decree.

C-C

The areas along Florida Avenue are zoned C-C to encourage multi-family, professional office, and retail commercial development. Some of this transformation is occurring. However, there are still some left over heavy commercial uses in the area that inhibit the evolution to a less intense commercial use.

C-G

There are a few parcels of land zoned C-G or "General Commercial." This zoning configuration is intended for major commercial centers serving the needs of the community and region.

C-P

The provisions of Commercial Parkway district are intended to apply to areas located adjacent to a main highway approach to the city, primarily directed along US1. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city.

Furthermore, certain properties within the CRA area are also subject to overlay zoning regulations including:

Central Business District (CBD)

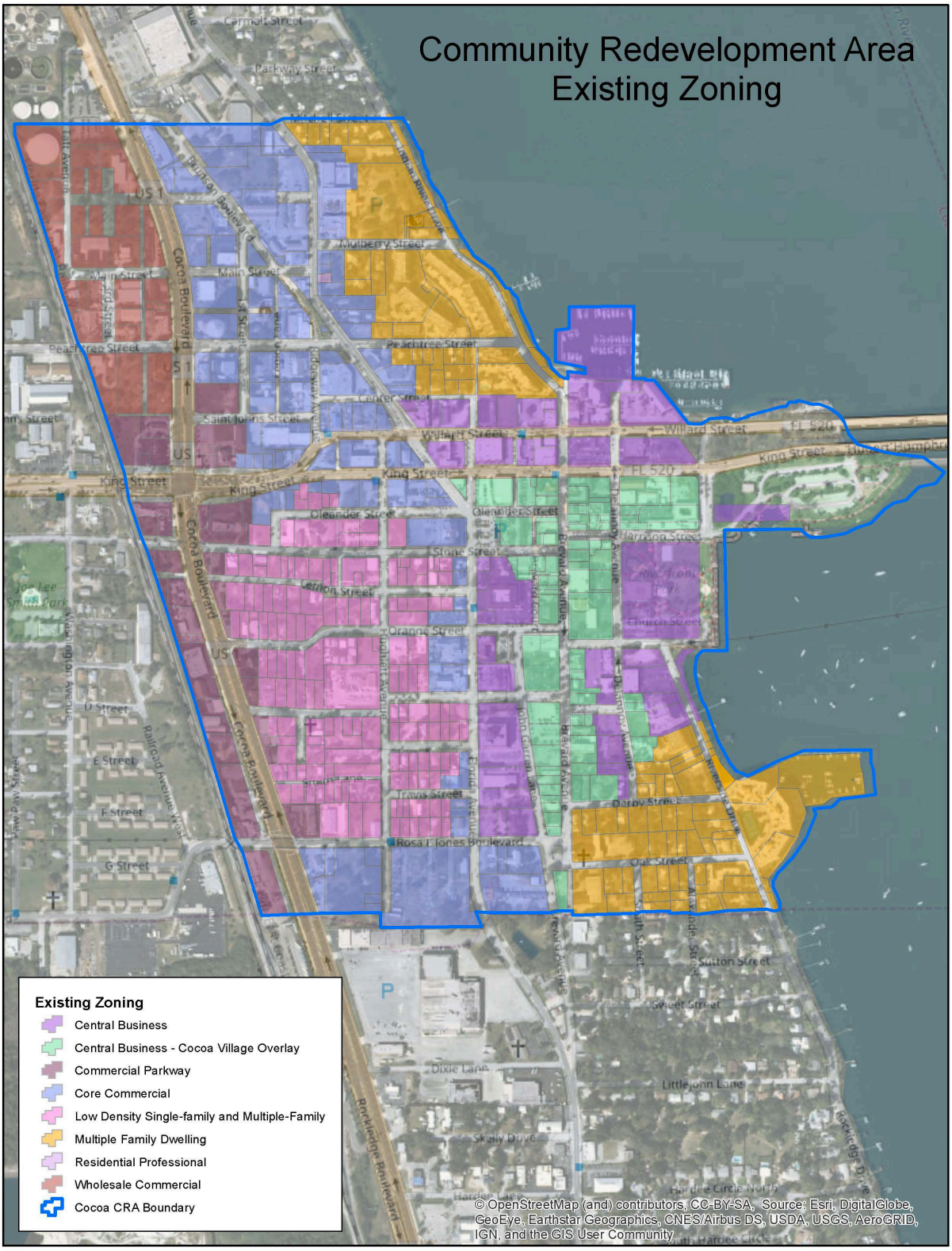
The provisions of this overlay district are intended to apply to the central commercial, professional, financial, governmental and civic core of the city as described in the comprehensive plan and which is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment 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.

Cocoa Waterfront Overlay District (CWOD)

The provisions of this overlay district are intended to assist in the implementation of the Cocoa Waterfront Master Plan, November 2008, which require regulations by sub district that address design, scale and appearance of developing within the Cocoa Redevelopment Area. Further, this zoning is intended to establish urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Redevelopment Area. The Cocoa Redevelopment Area is defined by recognizable geographic boundaries.

Cocoa CRA Zoning Map



Natural Features

The natural features within the redevelopment area are few since the entire area has been virtually all developed or modified by man. A description of the four existing soil types in the area best describes the condition of any features in the area. The four soil types are: Urban Land, Canaveral/Urban Land Complex, Paola/Urban Land Complex, and Pomello/Urban Land Complex. Following are their descriptions:

SOILS

Ur – Urban Land – This soil consists of soils which are usually all covered with streets, buildings, parking lots, shopping centers, and other man-made facilities. Unoccupied soils are mixtures of other types of too small an area to map separately.

Cc – Canaveral/Urban Complex – A mixture of sand and shells dredged from the river bed, then leveled and smoothed by man. Most areas are artificially drained with a water table between depths of 40 to 60 inches. Soil is poorly suited to lawn uses and ornamental plants. Most soils are covered by man-made urban uses.

Ph – Paola/Urban Land Complex – This soil is composed of 70 percent Paola fine sand, 10 percent altered Paola fine sand, and 20 to 45 percent Urban Land soil. Open areas of this soil are mostly lawns, vacant lots, and playgrounds. The water table is usually below a depth of 10 feet. The soil is poorly suited to lawn grasses and ornamental plants.

Pu – Pomello/Urban Land Complex – This soil group is composed of 45 to 60 percent Pomello sand, 20 percent altered Pomello sand, and 20 to 45 percent Urban Land Complex. Other characteristics of this soil group are similar to Paola.

PHYSIOGRAPHY

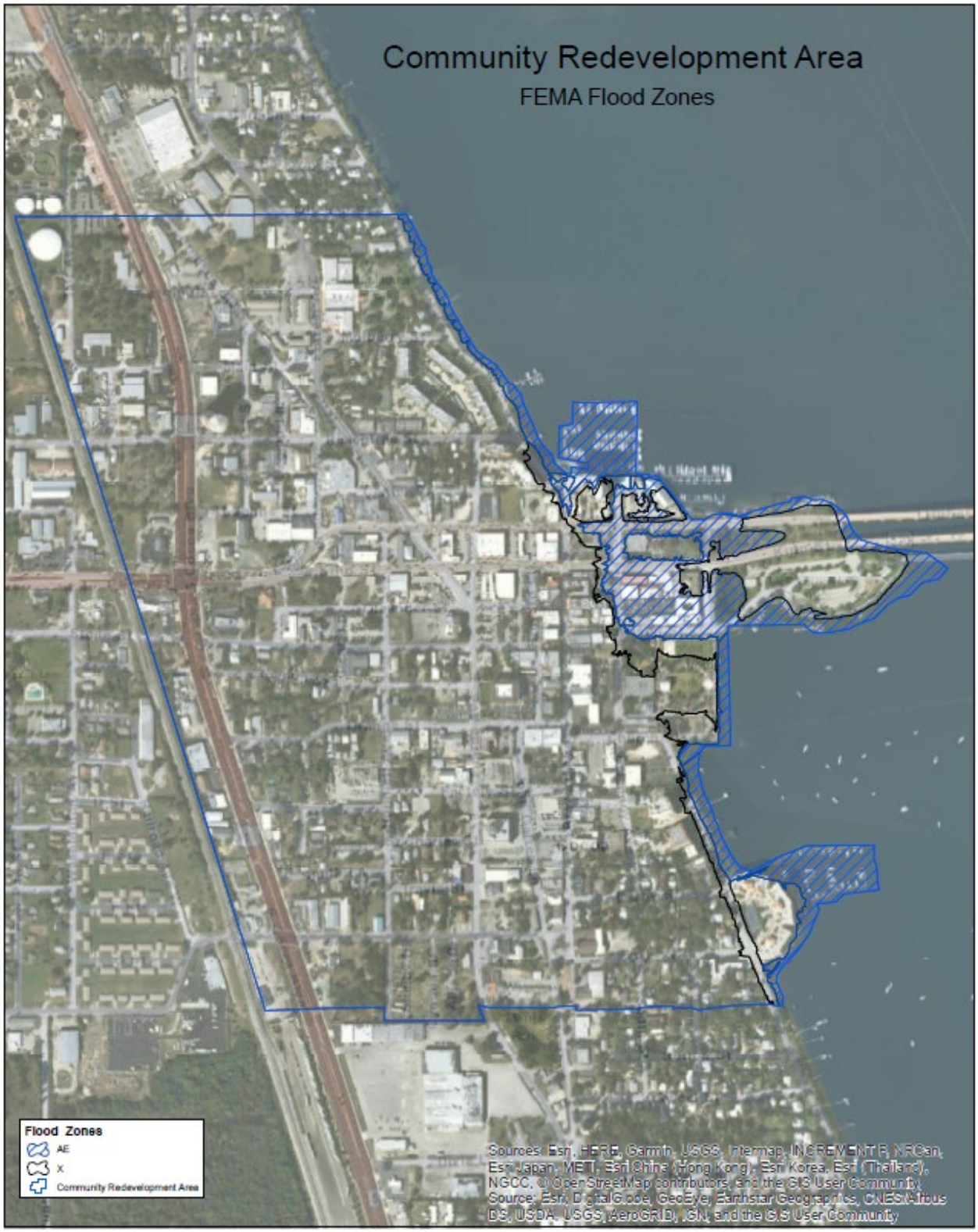
Indian River

The most prominent natural feature of the area is the Indian River, situated between the mainland and Merritt Island. Although commercial traffic on the river is scarce, the water body does provide varied recreational boating opportunities and scenic beauty.

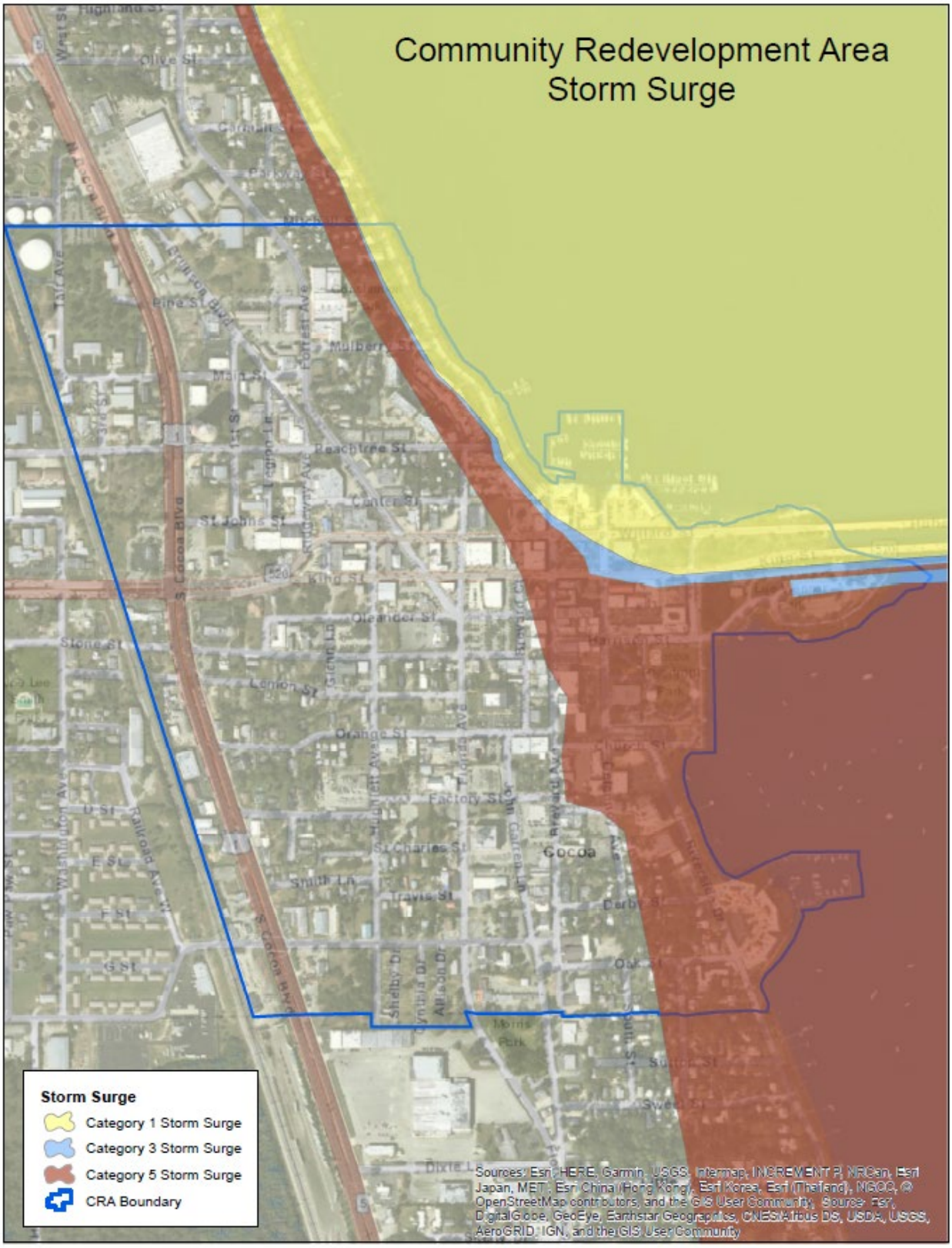
Risk of flooding from the river was slight until Fall 2017. Hurricane Irma caused prolonged flooding of streets within the City. The hurricane's destructive winds and rain caused over $3.5 million in damages to businesses along Harrison Street, Lee Wenner Park, docks, and the surrounding boardwalk area in Riverfront Park. Stormwater runoff from the hurricane and a subsequent Nor'easter rain event, resulted in prolonged street flooding.

The Flood Zone X boundary for the 500-year storm level virtually matches the shoreline of the CRA from Riverside Drive to Harrison Street and North to Indian River Drive including Oleander Pointe and Lee Wenner Park. However, the Flood Zone AE boundary for the 100-year storm level includes the area from Harrison Street north to Indian River Drive excluding portions of Whitley Bay and the SR 520 overpass as designated on the FEMA Flood Zone Map. No other flood zone areas are found within the CRA.

FEMA Flood Zone Map



CRA Storm Surge Map



Relic Dune System

The City of Cocoa, and in particular the RDA area, is situated on top of the old dune system along the Indian River. The first dune line runs down the middle of the district. This locally high linear feature was selected for the old Dixie highway alignment and railroad spur. This road alignment is now Forrest Avenue. The second dune line lies underneath the present alignment of the railroad and US 1. The early settlers utilized these local high points to site these important transportation routes. Today these high points provide excellent opportunities for long views out toward the Indian River.

Housing

Each of the nine CRA sub-districts, described previously in the Cocoa CRA Area Description, are uniquely different from each other. Of the nine sub-districts, six contain housing. The housing types varies by sub-district.

The **Cocoa Village** Sub-District provisions are intended to apply to the central commercial, professional, financial, governmental and civic core of the city. In addition to multi-family residential development the area uses are intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development. The district is intended to discourage uses not requiring a central location and which would create friction with or be incompatible with performance of Central Business District functions. The permitted uses and design and development standards are intended to promote high quality development compatible with a Central Business District location, not single-family housing. It is intended that "performance standards" control the permissible type, density and intensity, mix of development and design and development standards to assure and

promote the development and redevelopment of property in the Central Business District in a manner compatible with comprehensive and redevelopment plan objectives.

It is intended that high density multiple-family residential development in this area is to be promoted and encouraged, either in separate buildings or in combination with office and supporting, retail and service areas, and that such supporting uses shall be scaled and designed to serve the needs of the district. All uses and design should recognize the proximity to the areas of great natural beauty, which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted. Water views, easy access to contiguous water walks, and several key water vistas should be made available to the public. The purpose of this district is to allow for the development of fully integrated, mixed-use, pedestrian-oriented neighborhoods. Streets, pedestrian paths and bike paths should contribute to a system of fully-connected and interesting routes to all destinations.

The **Heart of Cocoa** Sub-District has been subject to a Federal Consent Decree since 1990. The original voluminous consent decree was replaced by a substantially streamlined Substitute Federal Consent Decree on January 28, 2009. The Substitute Consent Decree requires the City maintain the low-density residential character of the Heart of Cocoa; and encourages voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed-use developments, while preserving existing uses as provided by law. Moreover, the Substitute Consent Decree encourages production and development of affordable houses by the private sector in the Heart of Cocoa. Consistent with the Substitute Consent Decree, the zoning is RU2-10, which allows for low-density single and multi-family residential. Allowable building types include single-family, mixed use, and neighborhood supported commercial.

In the **South of the Village** Sub-District the City acquired the former Oaks Mobile Home Park, a primarily vacant mobile home park with dilapidated and uninhabitable units, at the corner of Florida Avenue and Rosa L. Jones Blvd. The site is comprised of one main parcel and a smaller companion parcel, totaling just under 5 acres of vacant land immediately suitable for development. This residential project is expected to serve as a catalyst for additional residential development in and around the Heart of Cocoa, although the site lies just outside the boundaries of the Heart of Cocoa, on the south side of Rosa L. Jones Boulevard.

The **South End** Sub-District, located to the east and bordering the **South of the Village** Sub-District, mainly consists of single family residential, multi-family apartments/condominiums and high rise developments.

The King Street and Willard Street Corridor Sub-District consists of mainly commercial development and provides for opportunities of mixed-use and multi-family high rise developments.

The **Waterfront** Sub-District is characterized by multi-story, multi-family residential units.

Many of the lots in the Sub-Districts by themselves are inadequately sized and constrained by utility infrastructure (mainly electric), to be redeveloped as mixed-use and multi-family apartments or high rise condominiums. Thus, the need for the assemblage of land to facilitate a suitable redevelopment project yielding the highest and best use for the respective land. Additionally, and critically important, the City through its various EPA Brownfields Grants have determined several properties environmentally constrained as they are contaminated or suffer from the perception of contamination. Bisecting the heart of the Cocoa CRA is the former Flagler Rail Line, and railroad tracks are use of which contamination is commonly associated. Some properties have been confirmed to have no recognized environmental

conditions while others have been determined to be contaminated. Three properties located in the general core of Cocoa CRA were environmentally assessed and after being found to having contaminants present, were remediated through the Florida Department of Environmental Protection (FDEP) Voluntary Cleanup Tax Credit Program. Others have been found to have potential off-site environmental impacts.

Parks and Recreation

The redevelopment area contains three parks, Taylor Park, Riverfront Park and Lee Wenner Park. Taylor Park is located just south of Harrison Street and just north of the Cocoa Civic Center, Riverfront Park adjoins Taylor Park to the East and sits directly on Indian River, and Lee Wenner Park is located just south of the Hubert Humphrey Bridge on the old abandoned SR 520 right-of-way.

Taylor Park is designed mainly as a passive park. It contains 1.64 acres and is well landscaped with large shade trees and a view of the Indian River. Facilities in Taylor Park are limited to park benches and playground equipment.

Riverfront Park is an attraction to both Cocoa's citizens and visitors. The park is approximately 2.74 acres and its green park area, playgrounds, boardwalks and amphitheater, draws crowds for special events, City-sponsored celebrations and private functions. The park annually hosts more than 65 events — including one of the largest marathons in the region, The Space Coast Marathon and Half Marathon — attracting more than 135,500 visitors.

Lee Wenner Park is a waterfront-oriented park located across the street from Taylor Park and Riverfront Park. The 3.5-acre park contains four boat ramps with catwalks, a fishing dock and parking facilities for approximately 40 boat trailers and 50 passenger cars. As of 2017, it is now owned and maintained by the City. The acquisition of Lee Wenner Park by the City presents a new and exciting redevelopment opportunity for the CRA and the City. Lee Wenner Park is heavily used on weekends by boaters for recreational purposes only. The Brevard County Board of County Commissioners conveyed its portion of Lee Wenner Park with the expressed purpose to redevelop the park (see attached Agreement located in the Appendix). Through this Agreement, the CRA has committed to improving the waterfront in phases through public capital improvements and public/private partnerships.

In addition to these three public parks, there are two "key" shaped parcels of property which have no facilities but are landscaped for beautification. Each of these passive parks are rarely used for purposes other than aesthetics. One park is located at Brunson Boulevard and First Street. The other park is at the corner of Forrest Avenue and Mulberry Street.

Historical Features

As a city with a rich history, the Cocoa CRA and surrounding neighborhoods contain numerous historic structures telling the story of the early beginnings of Cocoa. Within the Cocoa CRA, seven (7) structures are listed on the County, State or National listings of historic structures. Of the 1,005 structures located in the boundaries of the Cocoa CRA, 21% were constructed prior to 1960. A large percentage of those

structures have been identified as being historically significant. They are a symbol and physical record of the city's past in regard to architectural style and unique character.

The following structures are listed on the Brevard County Historical Site registry:

- Community Women's Club (5 Rosa L. Jones Blvd.)
- SF Travis Building (300 Delannoy Ave.)
- The Historic Porcher House (430 Delannoy Ave.)
- St. Mark's Episcopal Church (2 Church St.)
- The Florida Historical Society's Library of Florida History (435 Brevard Ave.)
- Derby Street Chapel (121 Derby St.)

The following structures are displayed with Florida Historical Markers:

- St. Mark's Episcopal Church
- The Historic Porcher House
- Derby Street Chapel

The following structures are listed on the National Registry of Historic Places

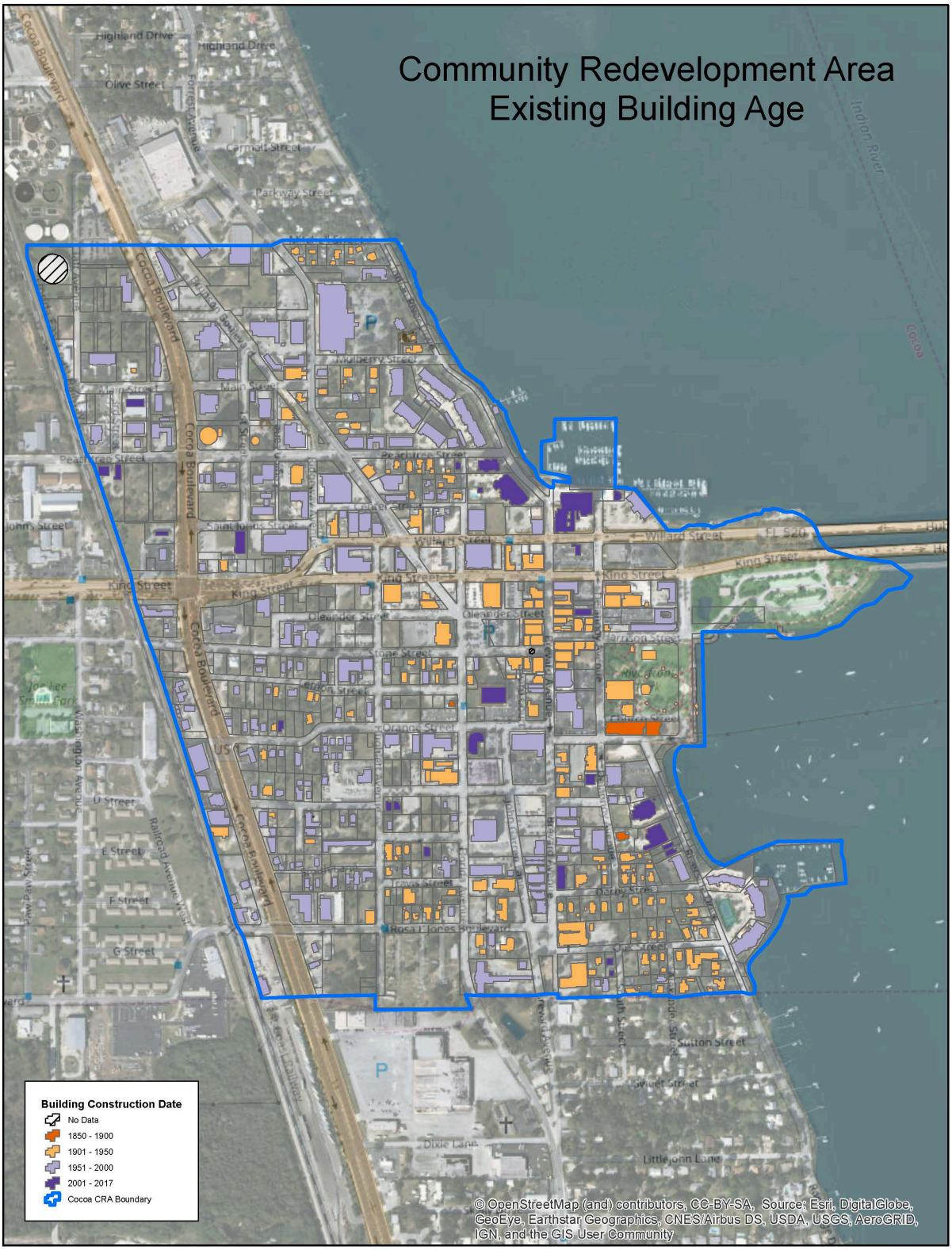
- The Aladdin Theater (Historic Cocoa Village Playhouse)
- Porcher House

The Porcher House is of particular significance to the City of Cocoa. The landmark home, built in 1916, was home to Edward and Byrnina Porcher. He was responsible for several innovations to the citrus industry and was a founder of the Indian River Orange Growers Association. This classic revival style, constructed out of local coquina rock, displays some coquina stones representing the suits of cards. These stones, placed in the front of the house, show the love that Mrs. Porcher had for the game of Bridge. In 1945, the City of Cocoa purchased the home and it became City Hall. Today, the Porcher House is used as a historic backdrop for events, especially weddings.

The Aladdin Theater, or commonly known today as The Historic Cocoa Village Playhouse, opened to the public in 1924. Of significance, the theater showed the first "talkie" movies in Brevard County. The Playhouse grew from a small movie house to a noteworthy community theater house. A multi-million dollar renovation, supported by the City of Cocoa, the Historic Cocoa Village Playhouse, with a State of Florida Cultural Facilities Grant, restored the look and feel of the original Aladdin Theater. Today, the Historic Cocoa Village Playhouse "Broadway on Brevard" brings amazing shows to Cocoa where local talent showcase their theatrical skills. Each season, the shows sell out and patrons are entertained by the talent of this high-quality community theater.

In addition, Indian River Drive (CR 515) within the City of Cocoa is a part of the Indian River Lagoon Scenic Highway Corridor, which was designated as a Florida Scenic Highway by the Florida Department of Transportation (FDOT) in 2002. The scenic highway corridor is a 156-mile loop that begins at Canaveral National Seashore on the north, encompasses the heart of the Indian River Lagoon on the mainland and barrier island and ends at the Wabasso Causeway in the south. Activities along the scenic highway are coordinated with the Corridor Management Plan that ensures the preservation, protection, maintenance and enhancement of the corridor.

Cocoa CRA Building Construction Date Map



Transportation and Traffic Circulation

A unique feature of the Redevelopment Area is that it is traversed by two (2) of the three (3) major arterials in the city, U.S. Highway 1 and SR 520. Together these two (2) arterials carry over 107,000 ADT (average daily trips) through the area. Feeding into those arterials are the two (2) major north/south streets of Florida/Forrest Avenue and Indian River/Riverside Drive. The east/west feeders are Rosa L Jones Blvd, Stone, and Peachtree Streets.

A conspicuous feature of the street layout in the area is the design of Brunson Boulevard/Forrest Avenue. This is a northwest to southeast diagonal street which runs against the normal east/west, north/south street design scheme. The reason for this is that this was the original railroad right-of-way which was eventually abandoned and converted in use to automobile travel. Along these routes at least two properties have been found to be contaminated and required remediation.

The City Hall site is located in the center of Historic Cocoa Village. It is a former brownfields site and near a dry cleaner, former major automobile dealer and service center, as well as major electric transmission stations.

Another feature to the traffic circulation pattern is the effect of SR 520/King Street. This major six-lane artery is split into two one-way directions as it passes through the redevelopment area. The high rate of traffic flow presents a challenge in developing land and building uses between the east-bound and west-bound streets. Florida Department of Transportation has plans to repave the downtown portion of SR520/King Street. City staff is in discussions with FDOT about opportunities to introduce traffic calming measures to improve pedestrian and vehicular safety in this area.

The main north/south artery through the area is US 1. This artery carries mainly “through” traffic but also some in-town traffic as well. Other than US1, the only other through north/south roadway is Florida/Forrest Avenue. The Florida/Forrest Avenue diagonal serves as a by-pass of the US 1 and 520 intersection.

The Florida Avenue Complete Streets Project addressed the needs of pedestrians, bicyclists, transit users and motorists of all ages by safely accommodating those qualities in one “complete street”. Planning for this diverse group required consideration of the following elements: sidewalk space for pedestrians; bike routes; appropriate-sized lanes for cars, trucks and emergency vehicles; on-street parking; adequate buffer for pedestrian safety; landscaping and hardscaping for pedestrian safety and ADA crosswalks along the corridor.

The intersection of Brevard Avenue, Oak Street, John Garren Lane, and Rosa L Jones Blvd culminates in a traffic wedge. Improvements are being considered to facilitate more effective vehicular and pedestrian movements as interest in the redevelopment of the southern section of Cocoa Village increases.

Parking

Parking is an essential redevelopment component for the Cocoa CRA. The CRA, is comprised largely of small business retail uses in the downtown core area, and a mix of single family residential extending from the core to the outside perimeter of the CRA, with several high-density residential properties on the waterfront. Cocoa Village has become a destination shopping and dining area and a center for leisure, events, entertainment, waterfront and civic activities, virtually attracting hundreds of thousands of visitors per year.

The increasing demand for parking was documented in the 2007 Historic Cocoa Village Parking Study. In 2017, with continued growth of the Cocoa CRA, and an estimated $20 Million of new projects on the horizon, the CRA Board felt it was prudent to engage Rich and Associates Inc. to revise the 2007 Parking Study to determine the current parking demand. The update sought to evaluate and identify existing parking supply, analyze parking demands, and evaluate potential sites for feasibility of a parking facility.

The study focused on a 45-block area; bounded by Peachtree Street to the north, the riverfront to the east, and the southern limits of the Cocoa CRA, Hughlett Avenue to the west below King St and Ridgeway Avenue to the north of King Street to Peachtree Street. An inventory of existing parking included a survey of public and private supply.

The results of the demand study determined that the 5-year projected parking need for zone one is 1,197 spaces. With 813 parking spaces in this zone, there will be a deficit of 384 spaces in zone one. Zone two has a 5-year projected parking need of 1,594 spaces. With 1,362 parking spaces in zone 2, there will be a deficit of 232 spaces. They averaged the numbers for the two zones and planned the parking garages for 308 spaces.

Parking Recommendations/Solutions

There are several options for addressing the parking situation in Cocoa Village. These range from a "Do Nothing" option since there is available parking, though it is not being used due to location, to options that include a modest increase in parking supply with added surface parking or on- street parking to a significant capital expense with a new parking garage.

1. Do Nothing Option
   The "Do Nothing" Option may severely limit the development potential in the core downtown. It will affect businesses that are currently downtown as well as how the downtown currently functions. The recommended policy changes and reallocation of parking will not increase the total parking supply or the availability of parking in the downtown. Therefore, Rich & Associates did not recommend this option.

2. Maximize On-Street Parking
   Another option is to increase on-street parking wherever possible. This approach can economically add parking spaces to help address the parking deficit, though it will not provide enough spaces to eliminate the parking deficit.

3. Provide New Surface PublicParking
   Another option is to increase parking supply through the redesign of existing surface parking lots or the creation of additional surface parking on vacant or underutilized property. Rich & Associates analyzed the potential for redesign of existing public parking areas and this will not help gain spaces. Potential sites were reviewed for the construction of new surface parking lots in the core downtown. While this was not recommended due to no viable sites being identified for additional parking or redesign within the core area, a site has since been identified as potentially attainable.

4. Work With Private Lot Owners to Create Shared Use Parking
   Work with private lot owners to establish partnerships to allow underutilized parking for public parking. Agreements could be developed to provide lot cleaning and general maintenance in exchange for public use of the parking lots.

5. Provide New Public Parking in a Parking Garage
   Unfortunately, there are no magic answers for the financing of a parking garage or any parking improvements. Where there is a parking system and a charge for on and off-street parking, revenues are generally used to pay for parking operations and improvements. In general, this requires the pooling of revenues from all parking areas and parking fines, if possible.

Funding Options for Operation Improvements and Additional Parking

Cocoa CRA should look for opportunities such as projects where a developer is going to build parking as part of their development (more than likely a parking garage) and then fund the construction of additional public parking as part of the development. This will spread some of the fixed costs over more spaces thus making the additional parking more economical.

Cities have also used a combination of general fund, fee-in-lieu payments, TIF and special assessment districts to pay the debt service and operating expenses. In some communities, the operating expenses are paid for by an assessment and the debt service from general fund and other sources. Today in general, there are few Federal or State grants for parking garages unless they are associated with a transit project.

The City could attempt to privatize the development of a parking garage. In order to be competitive in terms of funding, the project would need to be done tax exempt and leased back to the City. It is not possible at this time to amortize the debt and pay for the operating costs of a parking garage with existing parking revenues or parking revenues that could be generated in Cocoa alone.

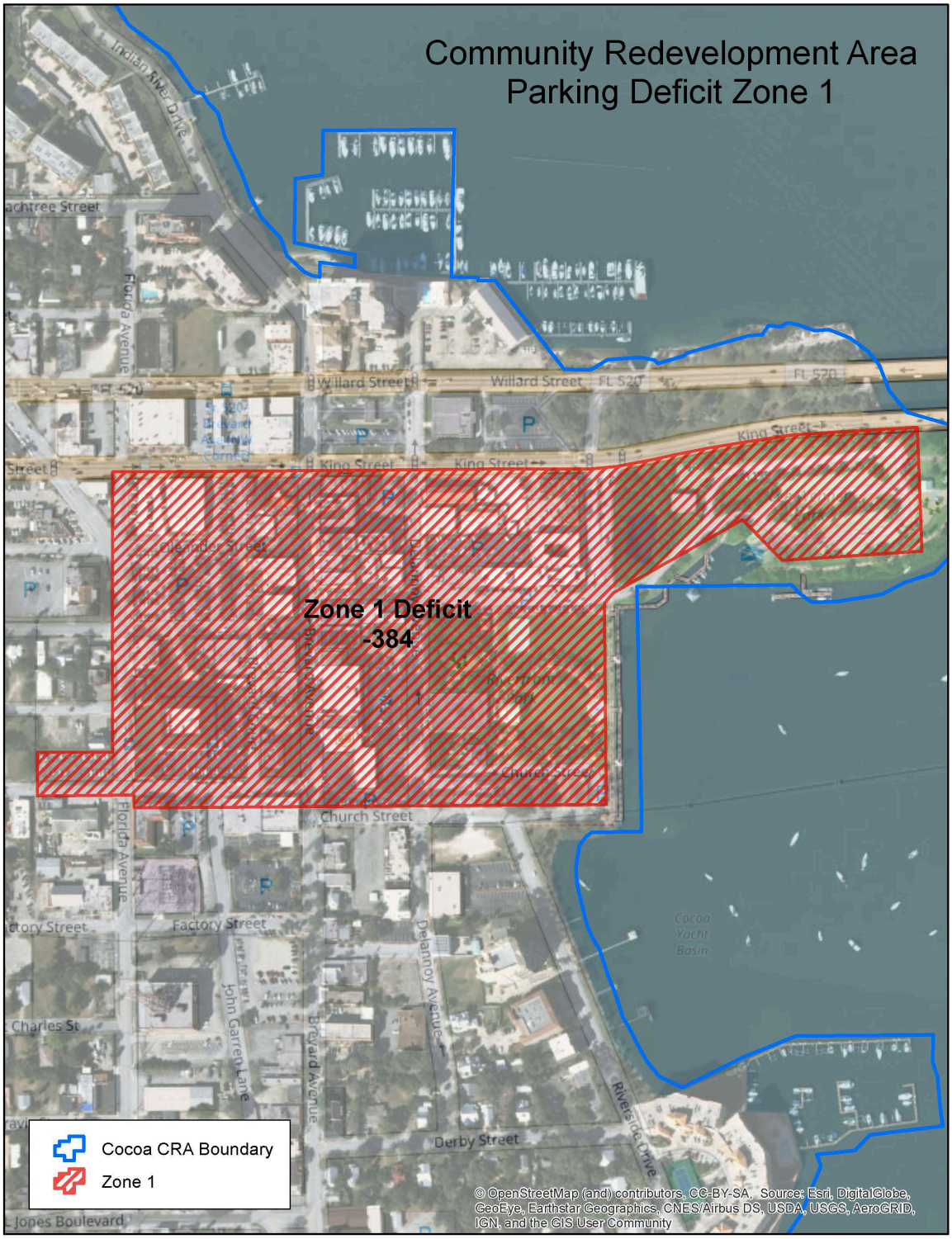
Myra Planning and Design, LLC. has been commissioned to study current and future on-street parking within the Village. The purpose of the study, consistent with the above solutions, is to maximize existing on-street parking in Cocoa Village, and determine what would likely be the most cost effective (capital construction, maintenance) means to add additional spaces in the downtown closest to the businesses they serve.

Community Redevelopment Area

Existing Parking Lots/Structures

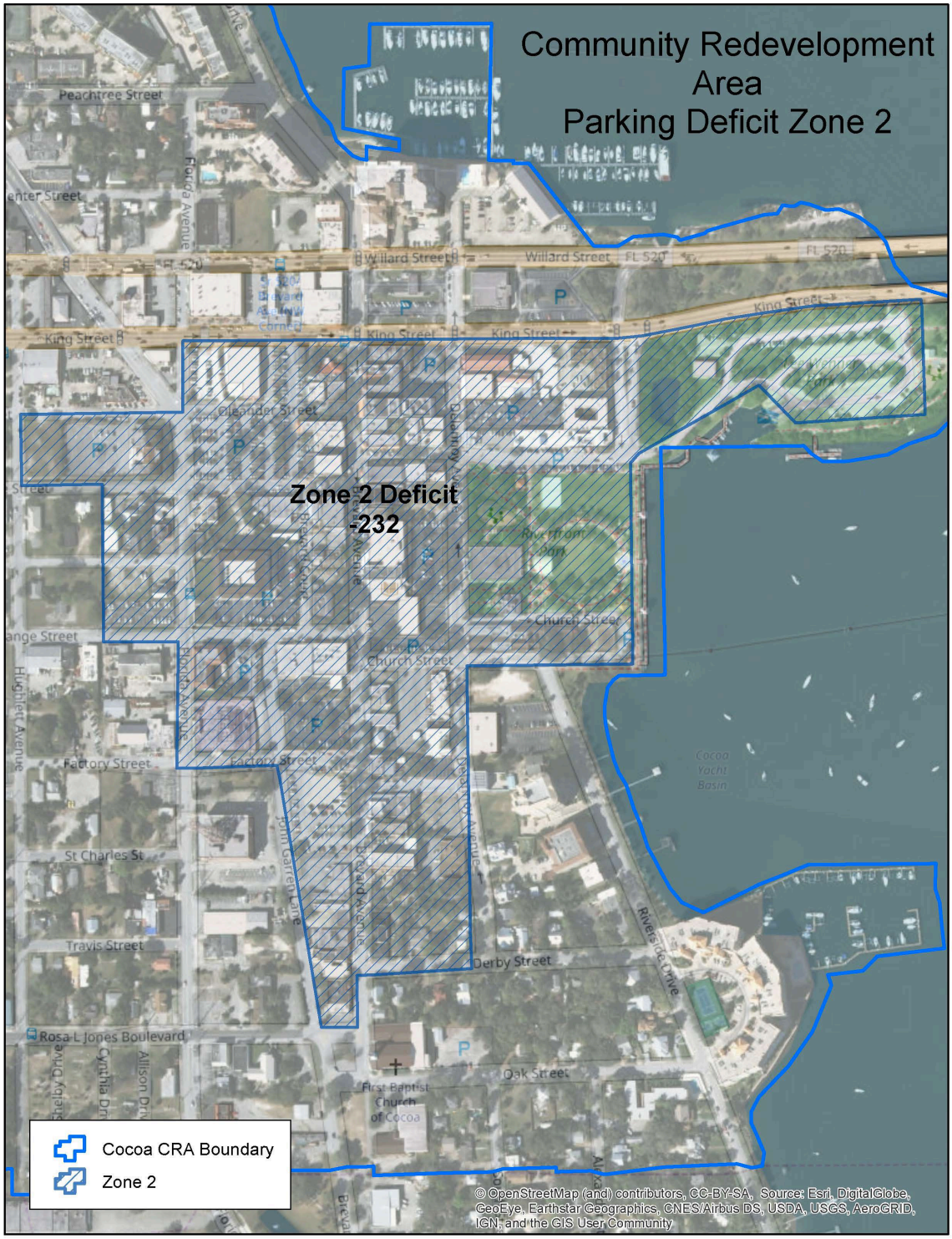
Community Redevelopment Area

Parking Deficit Zone 1



Community Redevelopment Area

Parking Deficit Zone 2



Sewer, Water, and Stormwater

There are generally no significant existing Sanitary, Potable, or Storm system issues within the Cocoa CRA. Utility capacity for infill development is not significantly constrained. A high quality reclaimed water system exists in Cocoa, which is a benefit to the sanitary sewer system load and the provision of irrigation for new development and public open spaces in the district. However, the amount and intensity of potential development in the CRA will require examination of the infrastructure system capacity on a case-by-case basis.

Water System

Since 1957, Cocoa has supplied the communities of central Brevard County with high quality water at a reasonable cost. Cocoa has accomplished this by making major investments in the water supply and treatment facilities needed to produce a sophisticated, well developed sub-regional water system. Today Cocoa provides water to over 82,000 customers (220,000+ people) in Cocoa, Rockledge, Port St. John, Merritt Island, Cape Canaveral, Cocoa Beach, Suntree/Viera, Patrick AFB and the Kennedy Space Center. Cocoa's water system includes the wellfield and raw water collection system, Wewahootee Water Treatment Plant, transmission mains, and the Dyal Water Treatment Plant (WTP). Cocoa's drinking water sources include the Floridan Aquifer, Intermediate Aquifer, Taylor Creek Reservoir, and Aquifer Storage and Recovery (ASR) wells. All of these facilities are located in east Orange County. A distribution system and storage and pumping facilities are located in Brevard County. The Dyal WTP processes about eight billion gallons per year, with peak flows reaching 30 million gallons per day (mgd) during the summer. Daily flows average 22 mgd.

Within the redevelopment boundaries, all parts of the area are adequately served with potable water. Most lines are six inches in diameter or larger and can, therefore, supply any new improvements or additions easily. Approximately 90 fire hydrants are dispersed at intervals which provide adequate water pressure and volume for fire protection needs.

Sewer System

The City of Cocoa provides sanitary sewer service to residents within the CRA. The City operates and maintains one wastewater treatment facility known as the Jerry Sellers Wastewater Reclamation Facility, which has a capacity of 4.5 million gallons per day (mgd), of which it currently operates at approximately half its capacity. Thus, sufficient sewer is available.

Stormwater

The Public Works Department Stormwater Division is responsible for maintaining the City's drainage ditches and swales, piping, inlets and retention and detention ponds. With the completion of the Florida Avenue Streetscape, the Factory Street Retention Pond and the Church Street Baffle Box, several drainage issues were corrected. There remains challenges as there is very little land available for the pre-treatment or storage of runoff prior to it entering the Indian River Lagoon. In 2016, Brevard County residents approved a ½ cent infrastructure sales tax for the purposes of funding projects that would improve the water quality of the Indian River Lagoon. Due to the elevation, the runoff from the Cocoa CRA flows towards the Indian River Lagoon. It will be very important to implement improvements that would address the water quality prior to entering the lagoon. The Florida Avenue Streetscape implemented a

PaveDrain design for its on-street parking areas between Rosa L. Jones Boulevard and King Street. This unique PaveDrain system, limits the distribution of natural water flows by managing stormwater runoff. Additionally, the PaveDrain system promotes on-site filtration and eliminates contaminants into the Indian River Lagoon. Additional drainage projects are in the early planning stages to improve water quality entering the Lagoon.

Effect on School Population

Existing school facilities within the community redevelopment area are more than adequate to serve the present and anticipated future school age population. According to the 2012-2016 ACS estimates, the number of school age children within the Cocoa CRA is 183. As the potential commercial and residential developments will not be oriented specifically toward families with school age children, there should be little or no increase in the school age population. Activities which are undertaken to redevelop and revitalize the project area, will incorporate into the design improvements needed to make the school facilities more accessible to the community by eliminating perceived hazards to the safety and wellbeing of the children and removing obstacles to the handicapped and infirmed.

Current Conditions

The waterfront has been a critical element of Cocoa's economic and cultural growth since the establishment of the city. The river and the surrounding area has been used for fishing, commercial and residential boat access, social events, leisure activities, and recreation for over 150 years. Cocoa had been in a period of decline with the concentration of public housing, closing of the Space Program, and encroachment of commercial uses into the Heart of Cocoa. Lee Wenner Park was the only active portion of the riverfront with boat ramps and docks. A road provided vehicular access along the river serving as a bypass between Merritt Island and Rockledge. The Cocoa CRA was established in 1980 to eliminate slum and blight and redevelop Downtown. The CRA has worked with the City to expand waterfront access for social and recreational use. The library was relocated north of downtown and the existing library was converted to a Civic Center. Additional park space was created with the conversion of a parking lot behind the Civic Center into green space. Water features, a playground and a pavilion were added to encourage community use. Plans were already underway to construct day slips, a T-Dock, a major riverfront walkway esplanade, viewing areas, a riverfront connector under the bridge for pedestrians and bicyclists, and a mooring field and upland facilities when Hurricane Irma brought its devastation ashore.

The importance of restoring waterfront amenities to enhance and improve the quality of life and economic vitality is a core component of the 2018 Cocoa Community Redevelopment Agency Plan Update. The 2008 Waterfront Master Plan provided an opportunity to expand upon the existing vision and inspire transformative change. The improved waterfront will connect four (4) different parks on the waterfront, creating spaces to congregate, meditate and recreate. The Waterfront Master Plan seeks to implement projects aimed at spurring economic development, transforming the social landscape, and preserving the cultural asset in utilization of the waterfront. The projects are organized in three specific areas of the CRA: 1) The Waterfront, 2) Lee Wenner Park and 3) the Downtown Riverfront Park. The plan includes

several fundamentally new ideas for Cocoa's Waterfront: diversified boating access, with increased day slips, dinghy docks and large vessel tie up via more resilient floating docks and concrete piers; a managed mooring field with support facilities, including a harbor master building, pump out and boater services; a relocated civic center to take advantage of the waterfront and diversify the use of Lee Wenner Park, to serve the CRA, the City and the Region; re-imagined promenade to include overlooks and strolling and seating experience, but not to replace the old structures over water; and opening the waterfront view to property on Delannoy Avenue by relocating the existing civic center.

While Cocoa Village, the core of downtown, continues to exude a strong sense of place and regional identity, its downtown context is fraying due to the impact of high-speed roads and its disconnection from the waterfront. The nearby neighborhoods do not have a solid connection to downtown or the waterfront because the vibrancy of Cocoa Village is limited to Brevard and Delannoy Avenues with emergence of the Florida Avenue area. This characterizes the general circumstances currently challenging the extended success of Cocoa Village, but the following describes the specific physical features observed to be major factors for the improvement of the downtown district.

Urban Form

- The basic pattern of blocks and buildings in the CRA is of a pedestrian scale, most of the district is walkable and yet convenient and accessible to motorists.
- Buildings are generally 2-4 stories in heights in core of Cocoa Village and several are of historic significance or are otherwise charming architecturally.
- The waterfront is an important community asset. Connectivity to the Village is hindered due to the lack of public streets and the presence of large private development.
- There is a good mix of commercial and office uses in the Village, but a lack of quality residential development within.

Transportation

- SR 520 is a major conduit to Merritt Island and Cocoa Beach consisting of a six-lane roadway designed with one-way pairs (King Street eastbound and Willard Street westbound) navigating through the RDA district. The current design creates a hostile barrier for pedestrians seeking to connect between Cocoa Village and the North Forrest Avenue community.
- Brevard and Delannoy Avenues operate as one-way pairs through most of the Village; channeling traffic on one-way streets is less safe for pedestrians and less attractive to shop owners who seek optimal vehicular accessibility.
- Florida Avenue is the former Dixie Highway, the historically north-south path through Cocoa. There is a burgeoning urban commercial corridor along Florida Avenue, with a new streetscape from the southern City limits to SR 520. This streetscape created additional parking, pedestrian accessibility on both sides of the road and a quaint landscaping, inviting to residents and visitors.
- Federal East Coast Railroad (FEC) is located along the western boundary of the redevelopment area. Located at the intersection of US1 and Rosa L Jones Blvd is the site of the future FEC Rail Station. This site has been identified as a potentially viable location for a future passenger rail stop.

Infrastructure

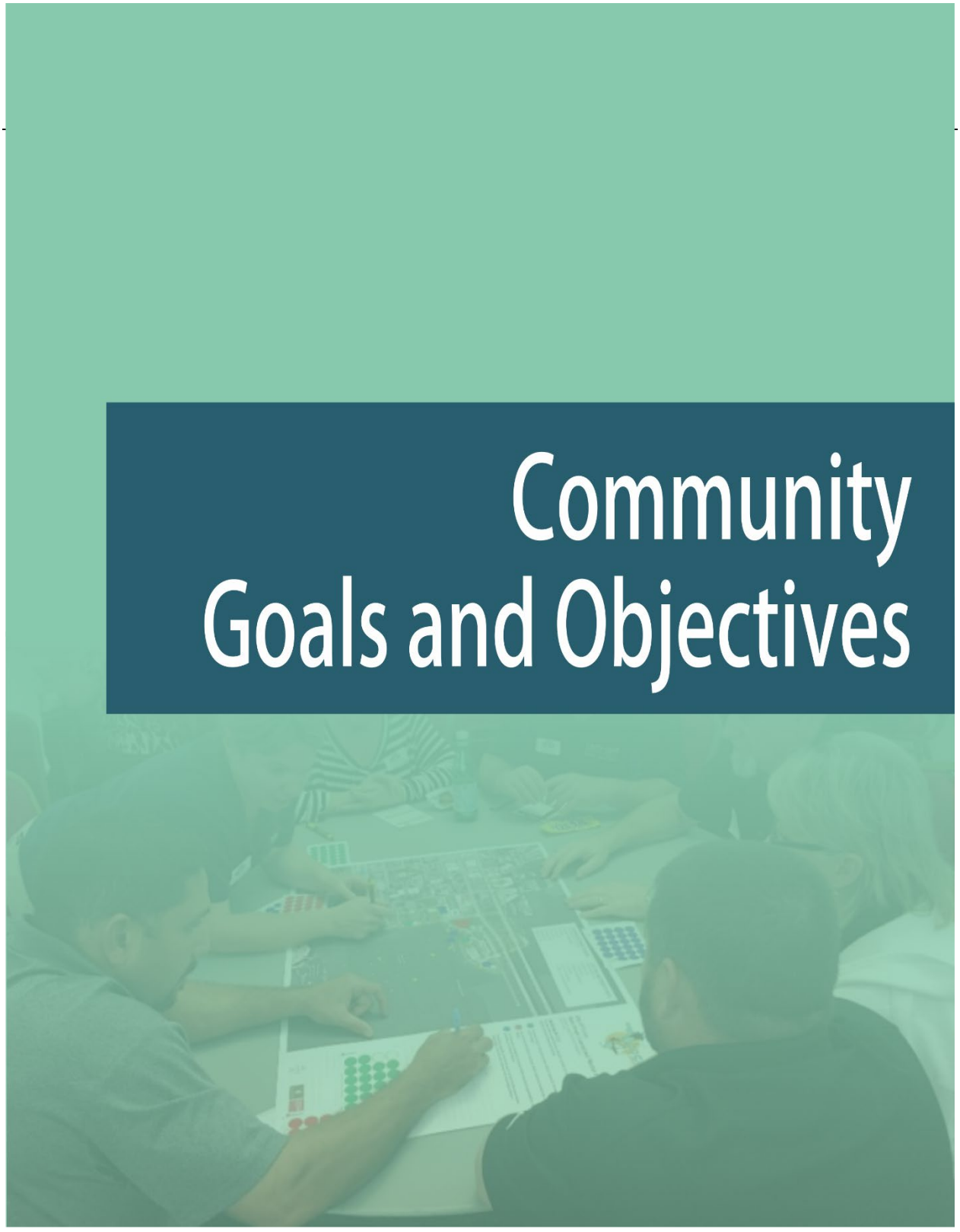
- There are generally no significant existing Potable Water Sanitary Sewer issues.
- There are challenges as there is very little land available for the pre-treatment or storage of runoff prior to it entering the Indian River Lagoon.
- A high quality reclaimed water system exists in Cocoa and is used for irrigation in several sections of the CRA.

Marine Features

- Existing wooden boardwalks were destroyed by Hurricane Irma in 2017 and are in the design stage for replacement.
- Existing revetment areas are not in good condition and are part of the plan to stabilize the waterfront area from Whitley Bay in the north to the southern end of Riverfront Park.
- The bulkhead beneath SR 520 is in the planning stages of being repaired by the Florida Department of Transportation.
- The bulkhead at Riverfront Park is in fair condition and following Hurricane Irma the washed out sections were filled.
- Additional day slips, a larger T-Dock and additional improvements are part of the larger plan to revitalize the riverfront region of the CRA.
- Existing depths of the waters along the waterfront could benefit from additional dredging to improve boat draft.

CRA Vacant Parcels Map

PART III



COCOA REDEVELOPMENT AGENCY
DOWNTOWN COMMUNITY POLICING PROGRAM

SCOPE OF PROGRAM
The scope of the Cocoa Redevelopment Community Policing Program ("Program") will include additional police presence in the Cocoa Downtown Community Redevelopment Area including the Cocoa Riverfront Park and waterfront area ("Downtown Area"). The primary focus of the Program will be to ensure that residents, customers, visitors, and merchants and their employees consider Downtown Cocoa to be a safe and welcoming environment to patronize and conduct business and recreate. The intent and purpose of this Program is to proactively enhance the current level of police patrol and provide a more personal level of service by providing a direct liaison between the Agency Board/Downtown community and the Cocoa Police Department. It is expected that police officers will be assigned to permanent areas of responsibility and shift details to maximize the effectiveness of the Program. Police officers will work to proactively form partnerships with residents and businesses to jointly promote crime prevention, prevent disorder and improve public safety by addressing specific issues indigenous to the Downtown Area.

DEFINITION
The term "community policing" is defined under Section 163.340(23), Florida Statutes to mean a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

ANNUAL BUDGET AND APPROPRIATIONS
The Agency Board may, at its sole discretion, annually budget and appropriate funds to implement the Program. During the Agency's annual budget adoption process, the City Manager, in consultation with the Police Chief, shall present to the Agency Board a written budget proposal for the Program. The proposal shall include a level of service (number of officers, vehicles, equipment and such other necessary law enforcement expenditures) and an annual cost estimate. The annual budget and appropriations shall be based on the annual level of service and related cost estimate approved by Agency Board and agreed to by the City of Cocoa. Nothing herein shall require the Agency Board to budget and appropriate funds for the Program.

POLICE CHIEF REPORTING TO AGENCY BOARD
The Police Chief or the Police Chief's designee will be available to attend Agency Board meetings on an as needed basis to report on the development and implementation of the Program and during the annual budget and appropriation process.

POLICE PERSONNEL AND PROGRAM SERVICES
Police personnel utilized for the Program will have responsibilities as determined by the Agency Board and Police Chief. The Program is intended to be flexible based on the law enforcement needs in the

Downtown Area. However, the following is a summary of the Program components that will be developed and fine-tuned through experience:

- The Agency Board, in consultation with the Police Chief, will be responsible for defining the geographical limits of the Downtown Area for purposes of implementing the Program.
- Develop task forces to address specific problems as issues are identified or seasonal issues present themselves including, but not limited to, crime, drug and gang activities, homelessness, nightclubs and bar early morning hours and closings, noise and other nuisances, traffic enforcement, special event issues, and quality of life problems.
- Officers assigned to serve the Program shall be in addition to the current police coverage within the Downtown Area. Assigned officers shall not be used as a substitute for regular officers currently assigned to patrol the Downtown Area.
- Officers assigned to serve the Program will work specifically assigned shift details exclusively for the Downtown Area in order to build a relationship with residents and businesses within the Downtown area.
- Officers assigned to serve the Program will not be utilized for calls outside of the Downtown Area unless an emergency situation arises as determined by the Police Chief. Assigned officers will have flexibility to adjust their work schedule and tactics to address a myriad of issues they will encounter within the Downtown Area. Tactical plans will remain fluid and Assigned officers will continuously analyze the issues and problems in the Downtown Area to ensure maximum effectiveness.
- Officers assigned to serve the Program will regularly patrol on foot, bike, ATV or other approved mobility device to provide a noticeable Downtown Area presence.
- Officers will be trained and become a “specialist” in problem solving issues that are prevalent in the Downtown Area.
- Officers assigned to serve the Program will provide outreach and education to Downtown businesses and residents with regard to crime prevention and public safety.
- Officers assigned to the Program will conduct regular patrols of Riverfront Park and Lee Wenner Park.
- Officers assigned to serve the Program may be required to provide enhanced parking enforcement within the Downtown Area and code enforcement related to vessels docking at Riverfront Park pursuant to Section 14-11 of the City Code.
- Officers will provide such other non-traditional services approved by the Agency Board and Police Chief as deemed necessary to provide enhanced law enforcement services within the Downtown Area.

CITY COUNCIL DELEGATION OF AUTHORITY

The City Council hereby delegates authority to the City Manager and Police Chief to implement the operational aspects of the Program on the City of Cocoa’s behalf and employ such personnel and resources as deemed reasonably necessary in furtherance of and consistent with this Program. The Agency Board is hereby empowered to implement the Program consistent with this Program.

CITY COUNCIL RESERVATION

The City Council hereby reserves the right to suspend or terminate the Program at any time.

During the planning and development of the 2022 Cocoa CRA Plan Update, Staff and Agency Members discussed the Community Policing Initiatives and the Agency Members directed Staff to modify the CRA Plan and bring it back before the Agency and Council for approval.

Planning and Implementation Meetings

- July 5, 2022 – Agency Members authorized Staff to amend the Plan to include enhanced Community Policing Initiatives.
- August 1, 2022 – Agency Members approved the FY2023 Budget that includes Community Policing Initiatives.
- September 6, 2022 – Special Cocoa CRA meeting to approve draft plan
- September 7, 2022 – Regular P&Z Meeting
- September 13, 2022 – Special Cocoa CRA meeting to approve the final plan
- September 27, 2022 – City Council meeting (First Reading)
- October 11, 2022 – City Council meeting (Second Reading) – Adoption

The 2008 Cocoa Waterfront Master Plan and the 2018 Waterfront Plan Update

During the development of the 2008 Cocoa Waterfront Master Plan and 2018 Cocoa CRA Waterfront Master Plan Update, a series of public workshops were held with the citizens and merchants of the City of Cocoa to assist in the development of this redevelopment plan. After each meeting, the consultants summarized the results and incorporated them into the next phase, at which time consensus was attained. The 2008 plan was approved as the Great Recession occurred and only up until the last five years has there been a renewed interest in redevelopment. Redevelopment was occurring largely around Riverfront and Lee Wenner Parks until Hurricane Irma in September 2017 destroyed all waterside amenities. The following is a summary of the workshops and the planning activities that occurred:

2008	**WATERFRONT PLAN**
May 28	Steering Committee Kick Off Meeting
June 17	Public Kickoff Workshop
June 25	Issues & Opportunities Public Workshop Part A
June 26	Issues & Opportunities Public Workshop Part B
July 29 to 31	Design & Implementation Workshop
2017-2018	**WATERFRONT PLAN UPDATE**
December 20	Public Kickoff Workshop
January 9	CRA Board Introduction
January 10	Programming Workshop
February 26	Public Review Meeting
April 10	Presentation to CRA Board
June 12	Approved Waterfront Plan Update and Directed Staff to Draft Amendments to Cocoa CRA Community Redevelopment Plan
2018	**CRA PLAN UPDATE – WORKSHOPS/MEETINGS**
August 29	Public Workshop
September 4	Special Cocoa CRA Meeting
September 10	Special Planning & Zoning Meeting
September 18	Cocoa CRA meeting to approve plan
October 10	City Council First Reading
October 24	City Council Second Reading

BACKGROUND

With the devastation to the Cocoa Waterfront brought on by Hurricane IRMA in September 2017, the Cocoa CRA Board felt compelled to work with the public to rapidly cast a new vision for the Waterfront. The loss of waterfront access and facilities had an immediate impact on the quality of life and economic vitality of Downtown Cocoa Village. The result was a 2018 Waterfront Master Plan update study which will guide the CRA and City of Cocoa in the rebuilding of existing waterfront infrastructure, the development of new amenities, and addressing waterfront resiliency. The implemented plan will result in an important social and economic center and serve as a catalyst for redevelopment activity and business growth.

PUBLIC PARTICIPATION

There was a strong community commitment to the goals of recovery, and improving waterfront access for the future, where City Council, the CRA Board, City Management, managers, consultants, and staff were committed to the full range of activities required to make public participation work and be willing to obtain and consider public input in the creation of the Plan. Extensive efforts were made to include and to survey citizens, waterfront residents, boaters, a gambit of waterfront user groups ranging from the Coast Guard Auxiliary, to Sea Scouts, other key stakeholders, and environmental organizations, representatives of waterfront agencies that are, could or would be involved. The Planning and Engineering consulting team and City Staff diligently worked together to design a public participation strategy that helped to successfully serve the need for actively engaging public participation through setting forth meaningful, clear, successful public participation with all groups concerned. This helped to build the capacity of the community to work together constructively and deal with the immediacy of the hurricane damage, solve problems, and build a stakeholder engaged plan for the future. A clear structured planning process was designed with well-defined rules of engagement about how public participation will be conducted, what questions needed to be asked, and how the decisions would be made.

As Cocoa prepares to rebuild waterfront amenities, it was deemed important to validate and refine prior ideas for the waterfront, plan for enhanced waterfront resiliency, and continue to position the waterfront as socially and economically supportive of the adjacent properties and community at large. The downtown waterfront at Cocoa Village is a vital environmental, recreational, cultural and economic asset that should be planned in concert with the broader community and CRA vision. The goals for the update were to take a high level review of the existing plan, and validate and /or refine the current community needs, interests and opportunities associated with the waterfront facilities.

The outcome is an updated set of ideas included herein for park, waterfront and boating facilities that have been identified as specific projects that have been assigned priority and conceptual budget estimates. The Cocoa CRA is prepared to continue to reinvest in its signature downtown to expand the use of the waterfront for all residents.

Five key problem takeaways were derived from participatory public meeting sessions as follows:

- Make Lee Wenner Park feel safer;
- Enhance and Promote the Environment;
- Increase Boater Access and Day boater visitations;

- Expand Landside Activities; and
- Preserve and grow the Economic Development of the Village.

Solutions took form in an updated set of ideas for park, waterfront and boating facilities that have been identified as specific projects that have been assigned priority and conceptual budget estimates included in the CRA Projects List. The Cocoa CRA is prepared to continue to reinvest in its waterfront for all residents to expand the use of its signature downtown as follows:

- A Living Breakwater
- North Mooring Facility & Pump Out Vessel and Facilities
- T Dock with mix of Fixed and Floating Piers (400')
- Dinghy Dock, Day Slips, & New Fishing Pier
- East Lee Wenner Park Island Shoreline Stabilization
- Lee Wenner Park Civic Center
- Harbor Master Building
- Lee Wenner Park Renovation
- Taylor Park Renovation
- Promenade with Overlook Viewing Areas
- Porcher House Lawn and Garden
- Support Building for Amphitheatre
- Harrison Street Streetscape

While the projects identified in the plan, are and will be highly impactful for many years, a central overlying concern/problem was resiliency. The question is how do we construct access to the waterfront, in ways that are hurricane, and storm surge resistant, aesthetic, and environmentally sound? How do we prevent and how do we protect, newly constructed projects from being washed away in the next storm, and how would we do it in a way that enhances, the marine environment? As such, there was a strong consensus that the Plan must provide for project structures, that are based upon tested, more resilient engineering designs, and made of more durable materials.

Adopted 2008 CRA Plan

2017 Hurricane Irma Damage

Waterfront Update 2018 Study Area

THE PLANNING PROCESS

The Waterfront Master Plan Update was completed between January and April, 2018. The plan included a January 10th Programming workshop with specific exercises regarding community goals for the waterfront, as well as strengths, weaknesses and opportunities for the waterfront. The Design Team used this information, as well as other technical review, to develop a draft conceptual master plan, which was reviewed in a second public meeting on February 26th. This meeting focused on draft plan ideas, and specific exercises for community response and refinement. Over 100 attendees participated in each event. Following the public meetings, the master plan and implementation projects were refined in workshop sessions with the City/CRA staff and presented to the CRA Board and approved on April 10, 2018.

The public meetings provided the design team with hundreds of comments and ideas, each of which was documented and reviewed. A set of guiding Planning Principles were developed as a way of organizing the major topics of community input:

1. **Make Lee Wenner Park Feel Safer**
    - Homeless at Lee Wenner Park
    - Lighting, Cameras and Clear Views
    - Activity at Lee Wenner Park
    - Utilize “Crime Prevention Through Environmental Design” Principles
2. **Enhance and Promote the Environment**
    - Water quality / River Outfalls
    - Clean up the FDOT relief pond
    - Education and New Forms of Access
    - Storm Protection / Protected ‘Harbor’
    - Fishing and Views at Waters’ Edge
3. **More Access: Boats and Day Visitation**
    - Day Slips and T-Dock for Smaller Vessels
    - Mooring Field and Pump-out & Dinghy Docks
    - Kayak / Canoe Opportunities
    - Potential future large ICW Dockage
    - Cocoa Waterfront as ICW ‘Destination’
    - Harbor Master and Concession Building
4. **Expand Landside Activities**
    - Continue to Support Large Events
    - New Gathering / Small Event Spaces
    - Walking and Biking Linkages
    - Maintain Quiet / Respite Spots

- Find spot for a Dog Park
- Maintain Amphitheater and Taylor Park

5. Economic Development

- Quality waterfront enhances City
- Tourism and 'events' build business
- A new Civic Center might support community needs, create new waterfront / water-based activity and a new 'address' for downtown development.

The Waterfront Master Plan identifies specific projects and ideas based upon the Community Input, Planning Principles and post-IRMA reconstruction needs. The plan includes several fundamentally new ideas for Cocoa's Waterfront:

1) Diversified boating access, with increased day slips, dinghy docks and large vessel tie up via more resilient floating docks and concrete peers.

2) Managed mooring field with support facilities, including harbor master building, pump out and boater services.

3) Relocated civic center to take advantage of the waterfront and diversify the use of Lee Wenner Park.

4) Re-imagined promenade to include overlooks and strolling and seating experience, but not to replace the old structures over water.

5) Opening the waterfront to Delannoy Ave by relocating the existing Civic Center.

The plan includes other features and details best reviewed in the project presentation documents.

City of Cocoa
Waterfront Conceptual Master Plan

April 09, 2018

LEGEND:

Waterfront Improvements
1. Living Breakwater
2. North Mooring Facility + Pump Out vessel & facilities
3. T Dock with mix of fixed and floating piers + 100' extension. Include floating piers + concrete construction
4. Dinghy Dock
5. Day Slips
6. New Fishing Pier, East Lee Wenner Island
7. Shoreline Stabilization

Lee Wenner Improvements
1. Civic Building
2. Harbor Master Building
3. Lee Wenner Park Renovation

Downtown Park Improvements
1. Taylor Park Renovation
2. Promenade
3. Overlooks
4. Porcher House Lawn + Garden
5. Support Building for Amphitheater
6. Harrison Street Streetscape

VISION AND VISUALIZATION

VISION : OPENING RIVERFRONT PARK TO COCOA VILLAGE

The community recognizes that the current Civic Center (former downtown Library) is reaching the end of its' useful life. If the Civic Center was removed, the Porcher House, Riverfront Park, Amphitheater and waterfront views would all be opened and featured to Cocoa Village in a more dramatic, accessible way. This would also create a more attractive 'address' for nearby redevelopment property in the Village, as well as expand the use of the park for all the residents of Cocoa.

VISION : NEW CIVIC CENTER AT LEE WENNER PARK

The community is interested in the possibility of locating a new Civic Center at Lee Wenner Park to gather and celebrate the waterfront in a more proximate manner than is currently possible. Further, locating this type of community use would diversify the function of the park to support a wider array of boating, recreation, and community activities – making the park more relevant, safe and useful for all the residents of Cocoa.

High, Medium, and Low Priority Projects

HIGH PRIORITY PROJECTS

A. Waterfront Projects
Dinghy Docks
T-Dock and Extension
Day Slips
New Fishing Pier, East Lee Wenner Park
Shoreline Stabilization
**The City is reconstructing the facilities through grants, etc. as they existed prior to Hurricane Irma. The CRA will fund enhancements.*

B. Historic Cocoa Village
New Civic Center
Lee Wenner Park Renovations **
***Agreement attached as an Appendix*
Promenade Reconstruction
Promenade Overlooks
Support Building for Amphitheatre
Identify Gateway Locations and Develop Wayfinding Package
6 Forrest Avenue Entrance Features
Gateways and Signage

C. Uptown District
Street and Sidewalk Improvement Program
Landscape Standards
Signage Regulations
Land Use Provisions

D. Streets
Municipal Parking/Shared Parking Facilities/ Additional On Street Parking
Street Tree Program
Streetscape Reconstruction

E. Catalyst Mixed Use Redevelopment Sites
Redevelopment of 603 Brevard Avenue
Redevelopment of 915 Florida Avenue

F. The Heart of Cocoa
Creation of Workforce Housing
Façade Grant Program
Paint Program

MEDIUM PRIORITY PROJECTS

A. Waterfront Projects
North Mooring Facility and Pump Out vessel & facilities

B. Lee Wenner Park
Harbor Master Building
Porcher House Lawn and Garden

C. State Road 520 Corridor
King Street and Willard Street Improvements-Option A
Improve Intersections at King/Brevard & Willard/Brevard Streets
Promote Vehicular Cross Access from King or Willard Streets

D. Streets
Rosa L. Jones Blvd. Traffic Circle
Two Way Street Conversion
Loading Zones in Village

E. Catalyst Mixed Use Redevelopment Sites
Bank of America Site
Suntrust Bank Site

LOW PRIORITY PROJECTS

A. Waterfront Projects
Living Breakwater

B. Park Projects
Large Vessel Docking Pier
Taylor Park Renovation
Harrison Street Streetscape

D. Uptown District
Mixed Use Residential Infill

E. The Heart of Cocoa
Catalyst Park Site

F. State Road 520 Corridor
King Street and Willard Street Improvements Option B
Two Way Access to Riveredge Dr./SR 520

Environmental Quality

The essential premise behind the Community Redevelopment Plan is to formulate a program which will enhance the overall quality of life in the CRA. Through the provision of public infrastructure improvements

and the encouragement of private sector restorations and reconstructions of commercial and residential structures, this plan shall have a positive impact upon the quality of the environment of the boundaries of the community redevelopment area. The plan will ensure that all commercial and dwelling units comply with the standards for safe, decent and sanitary human occupancy, thereby encouraging pride in the community. Furthermore, through the encouragement and creation of additional opportunities for employment, it will foster a positive economic impact on the blighted and economically disadvantage areas of the City, including the Heart of Cocoa Neighborhood.

Crime Prevention

Several portions of Chapter 163, Florida Statutes, encourage the development and support of community policing initiatives within the CRA. Community policing involves the face-to-face interaction of law enforcement officers with neighborhood residents and businesses in order to involve the community in identifying problem areas and assisting with the police effort. Crime prevention and community policing programs, such as Crime Prevention Through Environmental Design (CPTED), will become an important component of the area's civic support system. CPTED is based upon the theory that the proper design and effective use of the built environment can reduce crime, reduce the fear of crime, and improve the quality of life. Built environment implementations of CPTED seek to dissuade offenders from committing crimes by manipulating the built environment in which those crimes proceed from or occur. The three most common built environment strategies are natural surveillance, natural access control and natural territorial reinforcement. Community policing is a proven method to help increase the sense of security, possibly resulting in increased investment. Experience with community policing efforts shows that it takes a period of years for local law enforcement to establish the community bonds and contacts needed to form the foundation of community policing. The issue of safety and security in the area is considered a priority.

Urban Design Improvements

In 2008, the City of Cocoa commissioned Glatting Jackson Kercher Anglin to prepare a master plan and implementation strategy for the Cocoa RDA with particular focus on improving the activity of the waterfront and connectivity to it. Key elements of the 2008 Waterfront Masterplan, are included herein. Four general waterfront objectives were established at the outset of the project:

1. Connect the riverfront boardwalk along the river
2. Enlarge the "T-Dock" to accommodate larger vessels
3. Establish boat mooring fields adjacent to the Cocoa Village waterfront
4. Connect Cocoa Village to the river

Community Vision

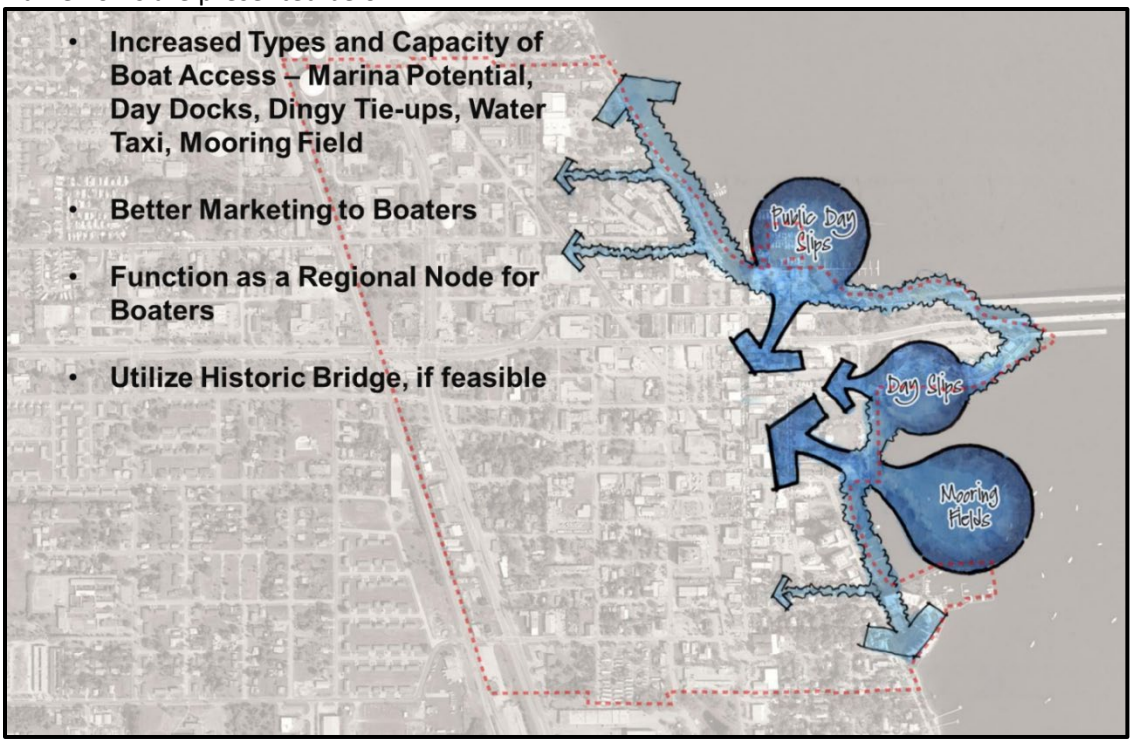
The four stated waterfront objectives became the springboard for a comprehensive discussion on urban design and redevelopment of Cocoa Village and its context. As a result of community input during the

early stages of the project, the following objectives broadened the study to include the balance of the Cocoa RDA District and articulated the community's vision for the future:

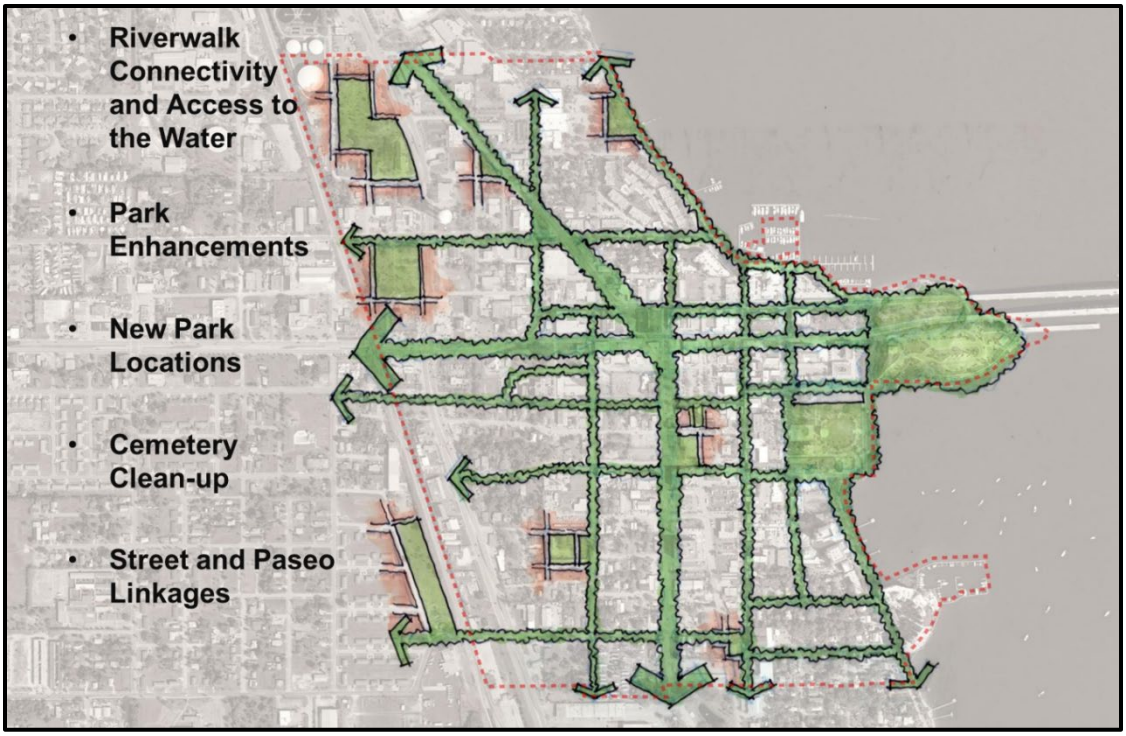
1. Enhance downtown vibrancy and sustainability by increasing opportunities for mixed-use residential development in the RDA.
2. Strengthen the identity of Cocoa Village through improved gateways, internal wayfinding, and branding downtown Cocoa.
3. Improve pedestrian walkability and livability of streets within the district, particularly the major arterials that bisect and border the RDA district such as State Road 520 and US 1.
4. Improve boater accessibility to Cocoa Village and improve connectivity of open spaces along the riverfront.
5. Build upon the existing artistic, cultural, and historic assets of Cocoa Village by re-introducing past traditions and promoting new community events.
6. Improve the appearance and image of the community by addressing derelict properties, improving controls on noxious aesthetics, and creating a more consistent appearance and quality.
7. Improve the success of business downtown by uniting merchants and creating shared standards of retailing.

Planning Principles and Design Frameworks

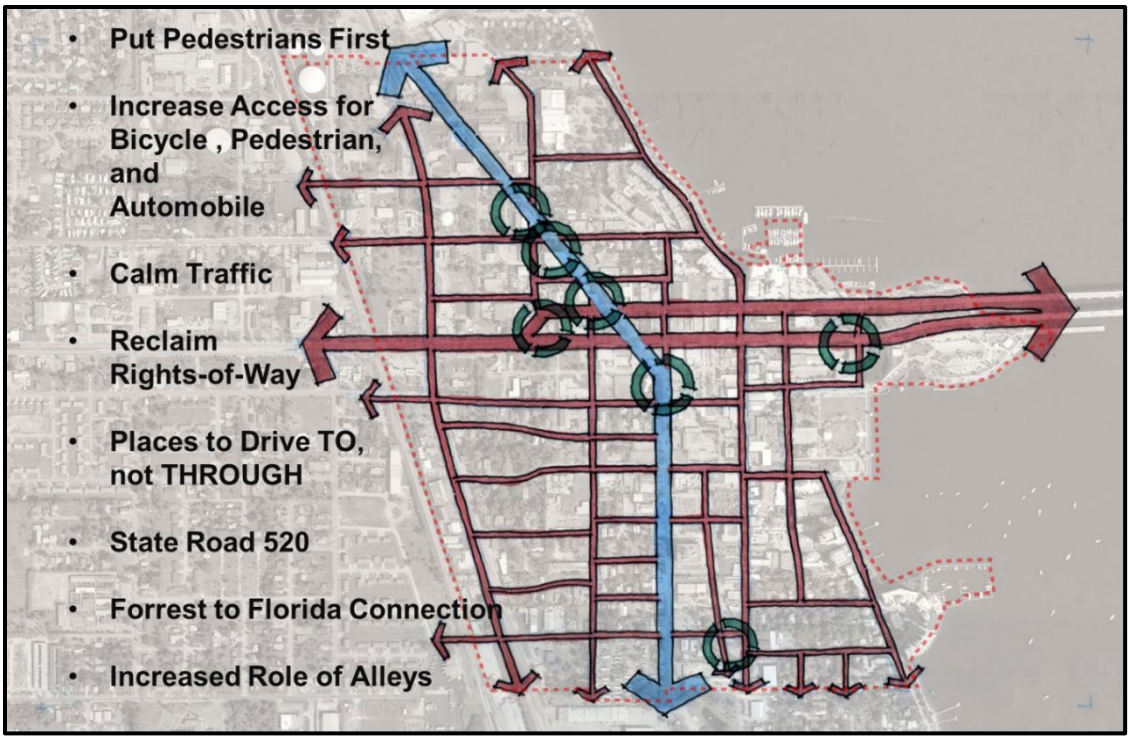
As part of the Public Issues and Opportunities Workshop, the community stakeholders established the following six (6) frameworks to improve the local and regional allure of the Cocoa Village waterfront and downtown vicinity by enhancing pedestrian connectivity, boater access, public identity, and diversity of development within the Cocoa CRA. Glatting Jackson and the steering committee developed the following Design Framework to lead design recommendations and proposed improvements. Each of the frameworks are presented below:



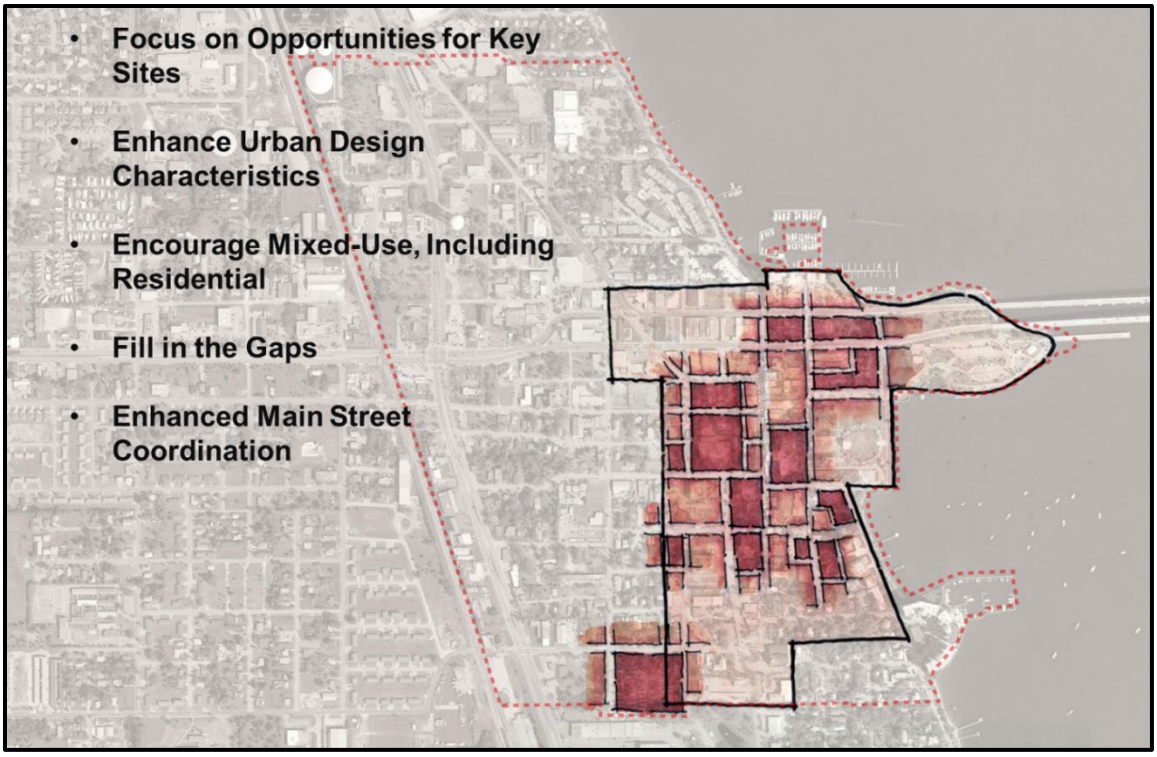
Framework II - *Enhance and Connect Open Space*



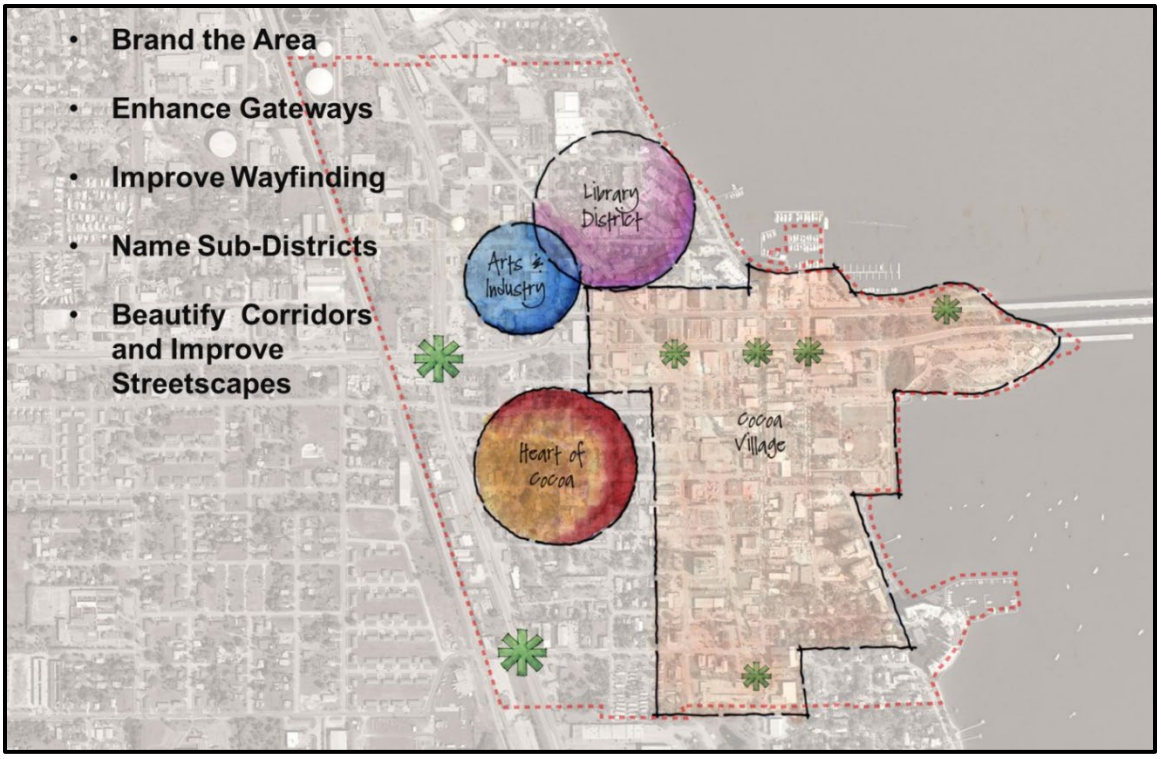
Framework III - *Livable Approach to Streets and Traffic*



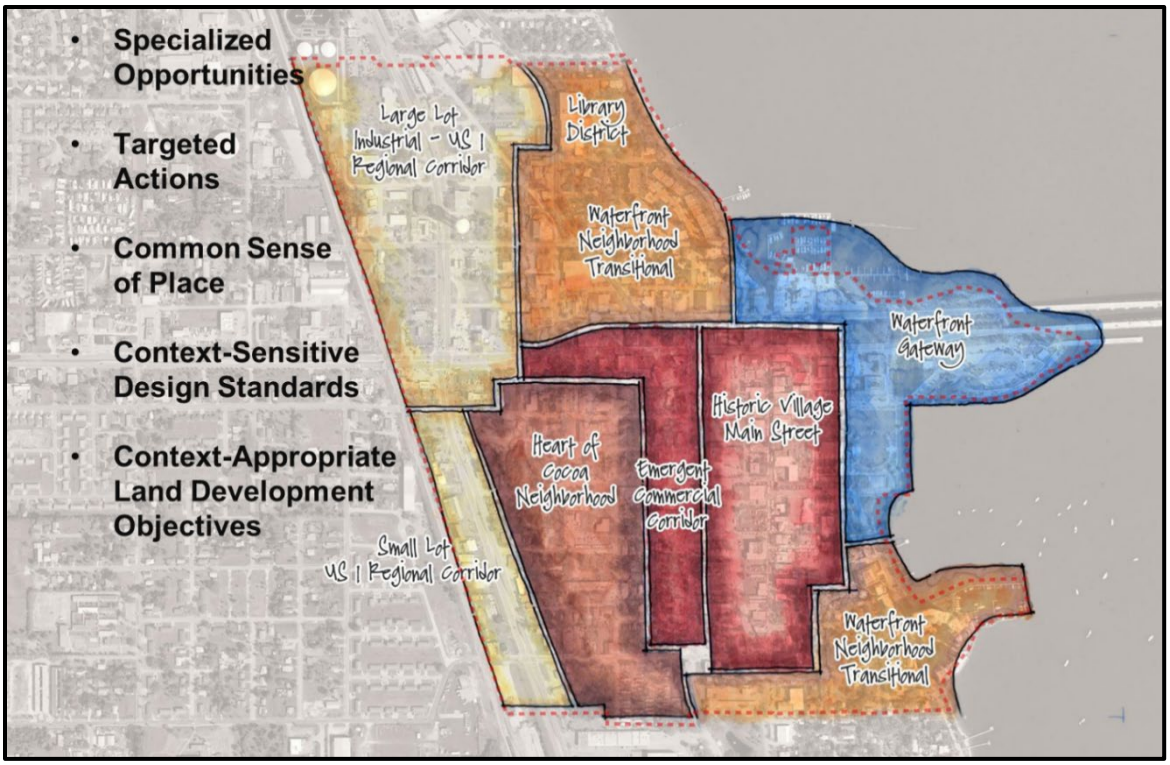
Framework IV - *Expand Main Street District-Wide*



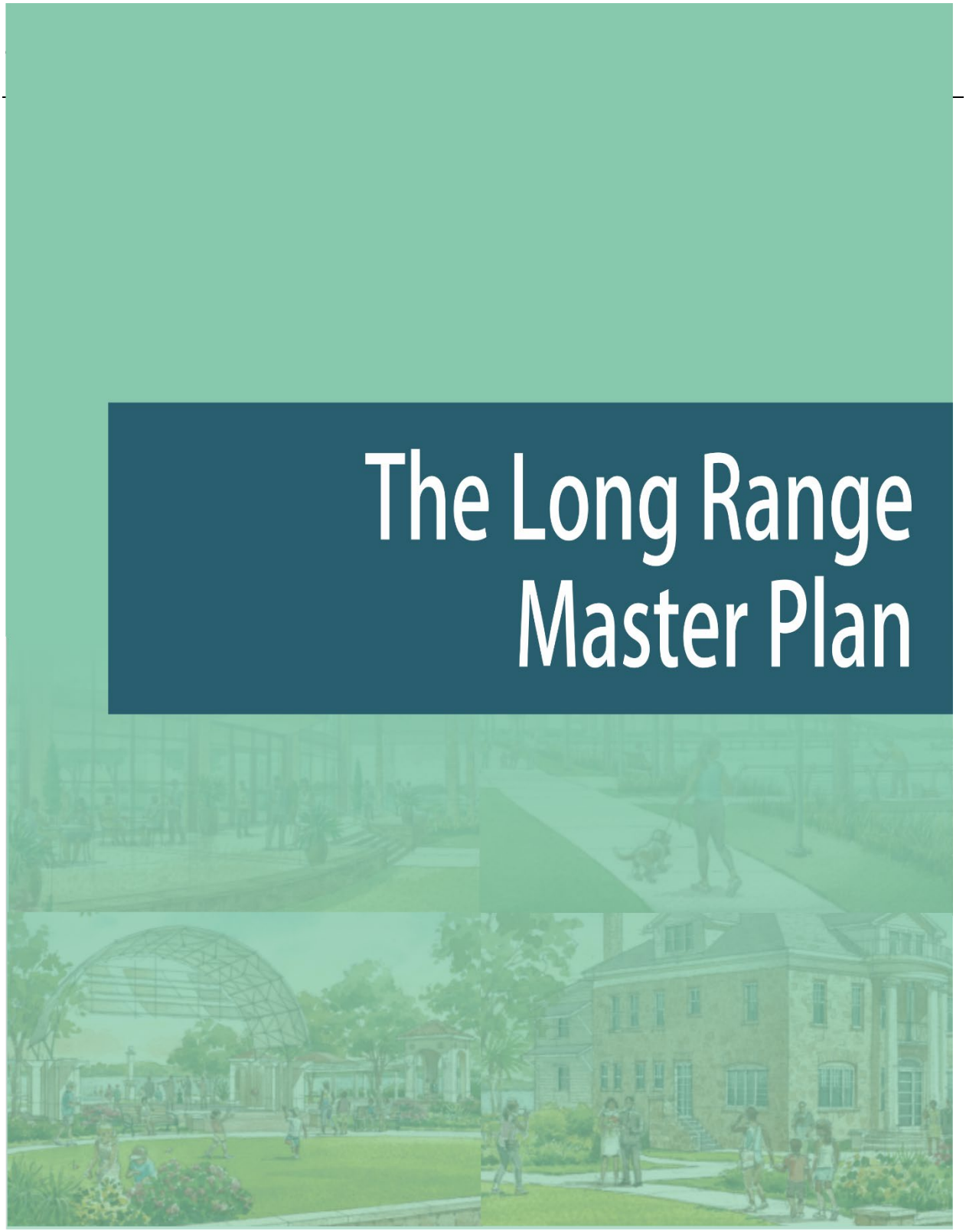
Framework V - *Enhance the Village Arts Image*



Framework VI - *Enhance the Sub-Districts*



PART IV



Long Range Land Use Concept Plan

OVERVIEW

The Long-Range Master Land Use Plan was developed as a guideline for promoting the sound development and redevelopment of the properties in the Cocoa Redevelopment Area. The plan should be updated and revised based upon changes in the economy, public concerns, and private development proposals. The plan seeks to translate economic development strategies into a physical form with minimal impact to natural and cultural resources. The significant aspects of the plan are listed below.

- The plan locates where the major economic base land uses (industrial / office / commercial) should be in order to best attract prospective businesses, and at the same time be well integrated into the desired future transportation and land-use patterns.

- The plan locates and plans for a transportation system that can accommodate the future growth patterns without costly retro-fit and renovation widening projects.

- The plan allocates areas of residential densities that: work with the loading of future roadway networks; are compatible with the existing community structures of each area; are respectful and compatible with adjacent land-uses; minimizes commuting distances and reinforces future public transportation options, offers a diverse range of housing opportunities for all income ranges and lifestyles.

- The plan locates commercial sites based upon expected market demands and reasonable residential service areas.

- The plan provides for the location and size of parcels of land to be set aside for schools, parks, and other community services. This eliminates the costly and awkward approach of having to retrofit these essential amenities later.

- The plan provides a tool for the RDA to promote economic development by showing prospective corporate entities locations of parcels that have been set aside for their purpose, thereby reducing the developers risk and permitting hurdles when coming to the community.

- The plan provides a holistic means for the RDA to guide the approvals of new developments based upon an agreed upon strategy.

- The plan allows the RDA to make capital improvements projections based upon known future public project needs, demands, and proposed locations.

COCOA VILLAGE

While already a strong center of the community, the Village requires improved visual and physical accessibility and a strategic plan for revitalizing under-utilized private properties. The major initiatives recommended include a focus on public infrastructure and private development incentives. Enhancement to wayfinding and signage is desired along the periphery of Cocoa Village. Currently, there are minimal signs and gateways elements that announce the entry points into the Village. Identification of key gateway locations on the periphery of the Village, acquisition of easements from property owners and gateway architecture and development of a signage/wayfinding package are recommended. In addition, conversion of one-way streets to two-way and streetscape improvement for aging streets are recommended. Significant redevelopment opportunities exist at several sites in the Village, including Bank of America, the former City Hall and Sun Trust Bank sites.

The Cocoa Village historic commercial area could be visually and spatially one of the finest in the state of Florida. Clearly, this asset needs to be stabilized economically and preserved and enhanced visually in order to maintain it as the thematic heart and soul of the City. The historic character of this part of the City should always set the tone for the quality of life draw for the City's future growth and development. The CRA needs to continue with the remarkable strides it has made over the past few years to maintain the character of the area.

From a land use standpoint, the redevelopment strategy for this area should be to encourage the in-fill of vacant buildings and sites with new retail commercial businesses that are compatible with the historic boutique specialty shops that already exist in the area. The architecture of these buildings should be historic Cocoa in nature and be built on the ROW with new setbacks; similar to the older historic buildings. An effort should be made to encourage the occupancy of the second floor space with residential and office uses. This goal should be encouraged for both existing as well as new in-fill buildings.

The CRA needs to continue to promote the village as an activity center and provide assistance to the existing businesses in the area of marketing, product venues and display, façade renovations, etc. An on-going recruitment program needs to be in place to continually bring in "specialty or boutique" retailers into the downtown. The synergy that is developed by creating a concentration of quality, one-of-a-kind merchandisers into the village will help everyone.

The properties between Florida Avenue and Brevard Avenue are situated on top of the old dune formation along the river. This local high point was utilized for the old railroad spur and the old Dixie Highway Alignment due to its high and dry condition. This same condition of high elevation also makes it ideal for the future location of multi-story buildings. Multi-storied buildings would have magnificent views toward the water looking out over the village below. As the market continues to become receptive and attractive, these sites should eventually be redeveloped into mixed-use office buildings or residential condominiums. In either case, they should have retail space on the ground level to be oriented toward either Brevard Avenue or Florida Avenue. These existing sites are currently occupied by the telephone and power company. These are uses that are extremely difficult to relocate.

In addition to relocating utility companies, as previously mentioned overhead utilities, managing stormwater, inadequate lot sizes, and several properties determined to be environmentally constrained

as they are contaminated or suffer from the perception of contamination, all pose challenges to redevelopment. For these reasons, this is a long range proposal.

Gateways and Signage

Along the periphery of Cocoa Village, enhancement to wayfinding and signage is desired. Currently, there are minimal signs and gateways elements that announce the entry points into the Village. The CRA should identify key gateway locations on the periphery of the Village and acquire easements from property owners and design gateway architecture and develop a signage/wayfinding package.

Streets

Two major ideas that precipitated from the Design Workshop were conversion of one-way streets to two- way and streetscape improvement for aging streets. Recommended programs and capital projects include:

1 Existing one-way condition on Brevard Ave. Motorists use two lanes as one; rarely is the second lane utilized for thru traffic

- Two-Way Street Conversion: Initiate a transportation study for two-way conversion of one-way streets: Brevard Ave., Delannoy Ave., Oleander St., River Edge Blvd., and Brevard Court, including the overall traffic network for the entire Village.

2 Potential Cocoa Village designated loading zones showing loading/unloading point and service area (yellow halo)

- Traffic Circle: Redesign Rosa L. Jones Boulevard Traffic Circle as a true square with a gateway park.
- Two-Way Access to River Edge Blvd./SR 520: Study the feasibility of a traffic signal and two-way access to/from River Edge Boulevard to east and west bound SR 520.
- Streetscape Reconstruction: Initiate streetscape reconstruction projects for Brevard Ave. and Delannoy Ave. – refurbishing the corridor of Rosa L. Jones Boulevard.
- Street Tree Program: Consider a Village-wide street tree program for installing new and replacing failing trees.
- Loading Zones in the Village: Designated loading zones on alleys and side streets for deliveries during peak hours to relieve retail streets from congestion by large trucks. Explore the possibility of adding ride-sharing sites to the loading zones.

Catalyst Mixed-Use Development Sites

As the real estate market continues to express interest in the Cocoa CRA, assessing the existing building occupancy in Cocoa Village and determining which sites are best positioned to redevelop as market conditions improve is recommended. There are several key development sites that are currently under-utilized due to outdated land use or building design and the following suggestions resulted:

- 603 Brevard Avenue (former City Hall site): Study site development options and potential public/private development venture on the former City Hall site at the corner of Factory Street and Brevard Avenue.

- 430 Brevard Avenue (former Bank of America site): Determine status of potential time frame for redevelopment of the property and utilize former development studies as the basis for attracting developers to consider the parcel at the corner of Church Street and Brevard Avenue.

- 100 Delannoy Avenue (former branch office of SunTrust Bank): SunTrust consolidated and redeveloped its branch office on its former drive-thru site and sold the former branch office site. Work with the current property owners to determine highest and best use for the site.

HEART OF COCOA

The Heart of Cocoa neighborhood (HCN) has tremendous historical significance to the City of Cocoa especially the African-American community. The City and the CRA have made a substantial financial investments in the HCN and has adopted policies and programs in furtherance of the Federal Consent Decree. The City has taken enforcement action against property owners and tenants when such actions are warranted to preserve the residential and historical character of the HCN. Private investment in the HCN has not been as significant as projected. New private and public investment projects have recently materialized on properties adjacent to and near the HCN. City staff is optimistic the proposed redevelopment projects will serve as the catalyst for future private investment within the HCN. The City and CRA continue to affirmatively embrace and enforce the provisions of the Substitute Consent Decree as it serves as the instrument to maintain the residential and historical character of the HCN.

The Substitute Consent Decree

Due to a previous federal lawsuit in which the City and CRA were defendants, the Heart of Cocoa area is a subject to an original federal consent decree which was substituted with a revised Substitute Consent Decree. The Substitute Consent Decree was prepared approved by the Federal District Court on January 28, 2009. The City and the CRA are parties to the Substitute Consent Decree, and the terms and conditions of the Substitute Consent Decree is binding upon the City and CRA. The Substitute Consent Decree entirely replaced the original Federal Consent Decree and rendering the original Consent Decree obsolete. Critical provision of the Substitute Consent Decree which will preserve and enhance the residential character of the Heart of Cocoa neighborhood, as well as facilitate redevelopment include:

1. Zoning. The City will maintain the low-density residential character of the HCN; encourage voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed-use developments, while preserving existing uses as provided by law. Further, the City will encourage production and development of affordable houses by the private sector in the HCN.

2. CRA's Redevelopment Plan. The City and CRA will generally support a variety of housing initiatives in the HCN. For example, through the CRA's Redevelopment Plan, the CRA and City shall continue to support applications for Section 8 housing certificates, vouchers, and other rental housing

programs. The City will support programs for improving rental housing, infill housing, new construction of affordable housing to low and low to moderate income persons in the HCN. The City will make affirmative efforts to promote the use of rental assistance in conjunction with rental rehabilitation units to members of the plaintiffs' class who are low income renters and to take other appropriate measures. The City and CRA shall continue to support the development of new single-family residences in the HCN for low and low to moderate income families and to support. The City and the CRA may also enhance the residential character of neighborhood amenities within the HCN by supporting appropriate neighborhood commercial uses within the HCN and along the outermost perimeter of the HCN and adjacent to Florida Avenue, US Highway 1, or Rosa L. Jones Blvd.

3.

Redevelopment Goals and Objectives

In pursuit of accomplishing substantial improvements in the CRA, the following goals and objectives were established based on community input and approval. They provide the framework and general guidelines needed to direct decision making that will enable redevelopment activities that are consistent with the primary intentions of the community.

REDEVELOPMENT ADMINISTRATION

Goal I

Utilize the administrative and financial mechanisms necessary to achieve the goals and objectives of the Cocoa Redevelopment Plan as amended.

Objectives

1. The CRA should provide funding for staff and operational support for agency activities while concentrating tax increment revenues for funding capital improvements and other programs as approved in the Redevelopment Plan as amended and to leverage those revenues through grants, loans, or other financial mechanisms to expedite the completion of projects.

2. Enable the CRA to oversee the redevelopment planning process and to develop the appropriate strategies and policies necessary to implement the plan.

3. Promote effective communication and a cohesive, cooperative spirit among the various public and private leaders in the CRA using the talents of existing civic and merchant organizations and committees.

4. Utilize the above civic talents in conjunction with the Cocoa Main Street Program and Historic Cocoa Village Association to initiate desirable special events activities, to develop and implement sound marketing and promotion strategies and undertake public space improvement projects.

5. Ensure the provision of suitable public information services concerning all aspects of the redevelopment program through all forms of media, as well as neighborhood, merchant, and civic organization meetings.

6. Ensure the public of an on-going community communication process whereby the community is able to be involved in the development of new CRA policies and initiatives through public workshops and regular CRA board meetings.

REDEVELOPMENT POLICY

Goal II

Eliminate slum and blight conditions, which constitute an economic and social liability as defined by Florida Statute 163, in the redevelopment area.

Objectives

1. Eliminate dilapidated and unsafe structures through the continuation of the City's Demolition Program, where it is deemed appropriate.

2. Encourage the repair of existing substandard structures through enforcement of the City's Codes and the provision of financial incentives for rehabilitation and facade improvements, if possible.

3. Eliminate unsanitary and unsightly outside storage conditions through proactive code enforcement and revisions to the City's Zoning Codes.

4. Eliminate nonconforming uses that detract from the character of the community hindering investment opportunities through negotiation, acquisition, exchange, transfer of development rights, zoning changes or any other available means assuming the property owner voluntarily consents.

5. In cooperation with property owners, encourage the consolidation of nonconforming parcels of land into parcels of adequate size to accommodate new construction encouraging stable growth in those areas deemed appropriate.

6. Through successful implementation of projects and programs as described in the Redevelopment Plan, as amended, increase the tax base to generate additional revenue for the CRA.

Goal III

Prevent the future occurrence of slum and blight.

Objectives

1. As warranted, work with the Planning & Zoning staff, Planning and Zoning Board, and the City Council to revise the zoning classifications and the land development regulations within the redevelopment district based on the adopted overlay district to encourage a high degree of design and development standards for new construction and rehabilitation. Ensure that new development consists of appropriate land uses that will stabilize and enhance the overall quality of life of the area in order to achieve the desires and interests of its residents and property owners.

2. Work with the City's Community Services Department to formulate economic development strategies for the district that will ensure future economic stability and incorporate those strategies in this plan.

3. Create programs for development, rehabilitation, financial or other economic incentives to facilitate new investment in the redevelopment district thereby increasing the tax base.

Goal IV

Encourage the acquisition, demolition, and reuse of those properties, which, by virtue of their location, condition, or value no longer function at their highest potential economic use and are currently depressing the value and viability of the uses in the near vicinity to them.

Objectives

1. Identify and cooperate with those property owners within areas designated for potential redevelopment projects to encourage their willingness to participate in those projects in a way that best benefits their personal interests as well as the public good.

2. Encourage partnerships among the property owners, the private sector and the public sector in order to implement proposed redevelopment projects which will achieve public goals.

3. Facilitate redevelopment transitions by developing appropriate relocation plans sensitive to the needs of those whose properties will undergo reuse activities.

4. Work creatively to provide incentives for private sector participation in redevelopment projects and programs, such as a Facade Grant Program.

ECONOMIC DEVELOPMENT

Goal V

Maintain the unique and positive character of the sub-districts while promoting economic vitality of each.

Objectives

1. Establish public/private partnerships for redeveloping sites.

2. Improve the investment image of the CRA and utilize selected public actions to stimulate private investment.

3. Make the redevelopment area competitive with major activity centers in Brevard County while maintaining its unique character.

4. Expand the economic base of the district retaining existing jobs while creating new diverse employment opportunities.

5. Create investment opportunities which will increase the tax base thereby generating additional revenues to finance actions which support CRA goals.

6. Encourage the development of businesses in the area that are competitive in the region and encourage consumers to "buy local".

Goal VI

Market the CRA as a major destination point in the Central Florida Region.

Objectives

1. Promote the CRA as the center of the City's unique economic activities and market its assets.

2. Work to ensure sufficient funding for marketing that may include national campaigns as well as local and regional promotional efforts.

3. Maximize marketing opportunities in conjunction with other promotional organizations such as the Tourism Development Council and Historic Cocoa Village Association.

4. Project the image of the redevelopment area as a safe and exciting place to go while encouraging both business and family-oriented patronage.

5. Promote the redevelopment area as a unique center of activities that include a full range of commercial, office, institutional, community, residential, and neighborhood service facilities as well as the Cocoa Village Playhouse, arts and entertainment.

FUTURE LAND USE

Goal VII

Establish a land use pattern that reflects the CRA as a total community of diversified interests and activities while promoting compatibility and harmonious land-use relationships.

Objectives

1. Promote and locate strategic land use activities of regional importance, such as museums, within the CRA to attract visitors to the area and capture additional market opportunities, while reinforcing the unique character of the CRA.

2. Develop land uses and patterns that compliment and strengthen existing activity centers such as the waterfront and Cocoa Village providing linkages between those areas and proposed redevelopment projects.

3. Formulate future land use strategies on the premise of sound market analysis and demographic research.

Goal VIII

Encourage innovation in land planning and site development techniques.

Objectives

1. Work with the City and Planning and Zoning Board to include Mixed Use Developments within the Cocoa Overlay District, where appropriate.

2. Work with the City and Planning and Zoning Staff in the development of performance standards to be used within the CRA which will provide incentives and/or bonuses for developer proposals that provide for creative design and amenities.

3. Achieve the on-site mixing of residential and commercial uses in appropriate locations as determined by the community.

4. The CRA will promote mixed-use development patterns in new projects to provide greater diversity of use in close proximity of one another to promote reduced dependence on automobiles, and increased use of pedestrian and bicycle travel.

Goal IX

Provide aesthetic improvements and way-finding measures to increase the sense of community identity.

Objectives

1. Sign regulations should address the size, type, location, and amount of signage for the purpose of minimizing visual clutter, enhancing community character, and maximizing the flow of clear information to pedestrian and automotive traffic.

2. Develop sign regulations and standard design guidelines for store frontages and establish programs that provide incentives for voluntary compliance with new construction and retrofitting of existing signs and structures, where financially feasible.

3. When undertaking streetscape improvements, new private construction, and building rehabilitation, place utility lines underground where it is financially feasible to improve visual qualities.

4. Utilize a variety of beautification techniques to provide comfortable, pleasing, and healthful work, leisure, residential, and shopping environments.

5. Develop urban site design, landscape design, and architectural design guidelines for new and redevelopment projects.

6. Prepare landscaping, streetscaping, and lighting plans for public spaces to strengthen the historic character of the CRA and encourage the use of these features when negotiating private sector development plans.

Goal X

Make the protection of the historic character of the CRA a priority in all development activities.

Objectives

1. Encourage the retention and preservation of landmarks and historically significant structures.

2. Encourage the continued identification, analysis, and preservation of the CRA's historical resources.

3. Make property owners and investors aware of the tax inducements available as an incentive for restoring historical buildings for practical use.

TRANSPORTATION

Goal XI

Create a safe efficient traffic circulation system which provides sufficient access by all modes of transportation between activity centers within the CRA and the balance of the community.

Objectives

1. Assess existing traffic patterns and pursue any automotive transportation improvements, which may include vacating right of ways, redistribution of traffic, roadway realignment, directional changes in traffic flow, and other measures which will increase traffic capacity and traveling convenience.

2. Create a parking system to support existing activities as well as increased demands as new development occurs in the CRA taking into consideration quantity, location, and design of such facilities.

3. Minimize the impacts of increased traffic and activity levels in residential areas.

4. Provide adequate loading and unloading zones for goods with minimum disruption of through-traffic.

5. Work with area wide mass transit providers including SCAT, taxi services, real time sharing, other modes of transit, and shuttles to encourage the expansion of an efficient mass transportation system.

6. Create a safe, secure, appealing, and efficient pedestrian system linking all major activity centers, parking facilities, and other interchange points.

7. Encourage pedestrian and bicycle pathways through the CRA appropriately designed and separated from auto circulation for safety purposes to be used as positive tools to improve the areas environment through the use of landscaping and other visual treatments.

8. Take advantage of the waterfront in pursuit of less conventional modes of transportation such as dingy docks, day slips and a T-Dock.

9. Support the redevelopment of the former FEC Railway passenger station site at US 1 and Rosa Jones Blvd. to a possible All Aboard Florida Brightline Tier 2 Station.

Goal XII

The CRA shall support the development of parking strategies to support the transportation goals.

Objectives

1. The CRA shall encourage the City to seek a public-private partnership to help establish a multi-use, multi-level parking facility, if needed, to reduce traffic congestion and increase pedestrian safety, reduce the amount of surface parking lots and increase green space within the Central Business District.

HOUSING

Goal XIII

Encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the CRA.

Objectives

1. Identify and encourage areas where private interests can develop housing and the necessary support infrastructure in the CRA.

2. The CRA shall continue to utilize local government partnerships with the private sector in order to improve the efficiency and expand the capacity of the housing delivery system.

3. The City shall promote mixed-use developments that include provisions for a wide variety of housing types and price ranges.

4. Encourage and incentivize home ownership opportunities, especially within the Heart of Cocoa.

5. Housing designated as historically significant by virtue of architecture, social significance, or ethnic heritage will continue to be identified and continue to be preserved and protected, and if possible, maintained for residential uses.

PUBLIC FACILITIES AND SERVICES

Goal XIV

Provide necessary public facilities at acceptable levels of service to accommodate existing needs as well as new demands as proposed development occurs within the CRA.

Objectives

1. Work with all appropriate government and private utilities to ensure the provision of adequate services including electricity, telecommunications, cable television, water, stormwater, sanitary sewer, gas, and solid waste.

2. Work with the City's solid waste service provider to improve garbage and recyclable pick-up and removal within the redevelopment area, increasing the level of service, providing convenient locations for disposal and increased services during special events.

3. Strategically locate well designed public restrooms that retain the historical architectural features throughout the redevelopment area providing sufficient stalls for daily use as well as during special events.

4. Encourage the stabilization of neighborhoods within the CRA and maintain the quality of existing neighborhoods, by upgrading the supporting infrastructure and facilities, including paved public road access; stormwater management facilities and flood protection; wastewater disposal facilities; potable water facilities; solid waste collection service; electric utility service; and by protecting natural and historic resources.

COASTAL

Goal XV

The natural resources of the City's CRA coastal planning area shall be preserved, protected or enhanced to provide the highest possible water quality, habitat for fish and wildlife and use for public recreation.

Objectives

1. The CRA shall preserve and protect the environmental quality of estuarine environments by limiting specific impacts and cumulative impacts of development or redevelopment.

2. The CRA shall continue to promote appropriate land uses along the Indian River Lagoon consistent with the public need, while protecting natural resources.

3. The use of public funds for infrastructure improvements which subsidize increased development in the Coastal High-Hazard Area (CHHA) will be restricted to those projects which restore or enhance natural resources and/or part of the Cocoa CRA Plan.

4. The CRA shall continue to coordinate with other coastal cities and Brevard County to investigate and implement equitable measures to promote the provision or funding of public access ways to the Indian River Lagoon by new development.

5. The CRA shall cooperate with and assist St. John's River Water Management District (SJRWMD) and the Department of Environmental Protection (DEP) to continue to protect or restore the aquatic vegetation including, but not limited to, aquatic weed control, restoration or creation of aquatic grass beds or shoreline restoration. In addition, the CRA will protect the diversity of submerged and emergent aquatic vegetation and fish species as well as the quality of fresh water (estuarine), found in the Indian River within the zone between the Cocoa shoreline and the lntracoastal Waterway.

6. The CRA shall not encourage or promote shoreline development activities that would destroy or degrade the function of estuarine shoreline or deep water habitat.

RECREATION AND OPEN SPACE

Goal XVI

Establish parks, recreation, open space, and beautification efforts to create an identifiable character for the redevelopment area which will reflect a pleasant appealing atmosphere for working, shopping, touring, and residing in the district.

Objectives

1. Expand park and recreational opportunities as a means to leverage private sector development plans when deemed appropriate.

2. Seek parks, waterfront and open space grant funding when possible to leverage tax increment revenues to accomplish stated goals.

3. The CRA shall provide inter-connectivity between recreational facilities and the surrounding community.

Policy Objectives & Plan Strategies

ECONOMIC STRATEGIES

CRA/Merchant Associations/Tourist Development Council

- City and regional area should be strategically marketed with an emphasis on the Cocoa Village theme to increase visitation to the Village.

- Encourage marketing of village waterfront residential area as a quality waterside retirement and second home opportunity area.

- Promotion of regions quality outdoor recreational activities and affordability of quality retirement residential opportunities.

- Market Historic Cocoa Village as a destination to live, work and play.

- Build on legacy of historic waterfront shipping center for the citrus industry; special events, etc.

- Promote activities and sponsor events that benefit and enhance the tourism industry.

- Attract key niche market retailers, both local and regional, to the downtown area; then recapture local residents back to CBD.

- Encourage existing merchants to change their merchandizing approach to create the specialty market niche. Strive for after 5:30 pm nightlife mix.

- Work with existing retailers in joint venture marketing.

- Work to increase quality and quantity of major downtown special events, such as, HCVA Art & Craft Fairs, Mardi Gras, Holiday Festivals, Space Coast Marathon, 5K Runs, Movies in the Park, KBB Trash Bash, and HCVA Car Show.

CRA Staff

- Grants and subsidies should be sought to implement improvements to sub-standard housing within the Heart of Cocoa Neighborhood.

- Prepare grants feasibility study for public infrastructure public projects; streetscapes, park enhancements, and potentially a police sub-station within the CRA.

- Research bond or other financing mechanisms for feasibility of major public facility projects.

- Form public/private development agreements to assemble properties and develop key private business activity centers.

- Develop strategies to rehabilitate and create new living opportunities in the CRA area.

LAND USE PLANNING AND URBAN DESIGN STRATEGIES

City Planning Staff

- Achieve a mix of mutually supportive land uses in a compatible and functionally related arrangement in the downtown area to bring new shoppers to the area.

- Create a waterfront mixed-use center, which reinforces existing activity centers downtown and provides an attractive combination of building masses and open spaces.

- Screen and buffer conflicting large commercial uses close to commercial and residential.

- Utilize existing vacant land as an opportunity for redevelopment, assemble land for redevelopment purposes.

- Residential development, both multi-family and medium to high density should be encouraged in the downtown and low density in the Heart of Cocoa Neighborhood, where appropriate.

- Implement neighborhood planning, especially in the Heart of Cocoa Neighborhood.

- Prepare a corridor plan and guidelines for State Road 520 which addresses land uses, land development regulations, landscape codes, and architectural guidelines.

- Create peripheral City entrance treatments with signage and graphic theme on all direction approaches.

- Working with merchants and merchant associations, seek the reduction of confusion and visual clutter through the control of the size, placement, and related aspects of signage. Implement landscaping and signage codes and storefront guidelines.

- Develop corridor entryway designs within the CRA.

- Prepare a Capital Improvement Program master plan with phasing identified for implementation.

- Continue to proactively enforce City Codes, through the Chapter 6 Property Maintenance Code and the Building/Fire Code.

- Preparation of long-term parking strategies to accommodate existing and long-range development needs in downtown area.

- **GOVERNMENTAL / ADMINISTRATIVE / PRIVATE SECTOR STRATEGIES**

  The implementation of the plan for the community redevelopment areas surrounding downtown Cocoa will require the coordinated efforts of the City, the CRA, and local business organizations. These efforts will be coupled with the employment of various organizational, legal, funding, and promotional techniques to successfully implement the plan.

  While leadership is a highly-intangible quality, it is the single most important factor for successful implementation of the plan for downtown Cocoa. This leadership must come from both the public and private sectors. Some projects will require considerably more leadership, effort, and collaboration than others because of their difficulty and/or importance to the overall revitalization program. Participation in a particular project will depend upon necessary powers and resources which must be brought to bear on the project for its successful implementation. Key leadership roles must be played by both the City and the Community Redevelopment Agency.

  City Council and City Manager

  - Provide commitment of public policy for CRA revitalization.

  - Buy-in to redevelopment mission.

  - Assist in implementation of scheduled projects.

  - Commit to making the necessary basic public system improvements to the pedestrian and vehicular circulation systems by working with FDOT to upgrade SR520.

- Provide leadership and support for administrating public development controls and incentives to promote high quality private development; this will include zoning requirements and incentives and coordinated capital improvement programs.

- Continue to promote community revitalization as a fundamental economic development goal and strategy.

Community Redevelopment Agency

The Community Redevelopment Agency's primary leadership role will involve:

- Pursue redevelopment projects, activities and programs consistent with the Redevelopment Plan whether said projects, activities and programs are expressly set forth in the Redevelopment Plan or not so long as the redevelopment activities are consistent with the goals, policies, objectives and strategies set forth in the Redevelopment Plan and do not conflict with the Redevelopment Plan.

- Active and persuasive advocacy and initiation of downtown improvements within the redevelopment plan.

- Leverage its tax increment revenues and seek out grants to undertake community redevelopment activities consistent with the community redevelopment plan.

- Being the critical interface between the public sector and the private sector.

- Providing, on a day-to-day basis, the necessary continuity of effort and momentum to keep the revitalization program moving toward its goal.

- Promoting downtown revitalization and informing the community of its progress.

- Ensuring implementation of scheduled projects.

- Ensure adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.

- 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 City deems necessary to effectuate the purposes of F.S. 163.362.

- Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the CRA.

Private Sector

- Essential private sector leadership must come from the Community Redevelopment Agency, local banks, real estate, and development entrepreneurs within the community.

- A unified downtown merchant's advertising program, coordinated storefront and signage improvements, downtown promotional activities and festivities and a shopper's parking guide.

- The leadership role of local banks will involve providing financing for private developments. A consortium will be established to provide a revolving loan pool at below market interest rates for certain downtown improvements.

- Private real estate and development leadership must provide necessary entrepreneurial vision and initiative that will create profitable enterprises and an attractive redevelopment of downtown.

COORDINATION BETWEEN COUNCIL / CRA / PRIVATE SECTOR

To have a strong redevelopment program, it is a must to first establish lines of communication between all sectors and facets of the community. The Community Redevelopment Plan starts that relationship, but does not fully develop their roles. First, each of the CRA members must take on a specific area of responsibility which will become one piece of the puzzle in which the redevelopment plan will be implemented. Second, the CRA members must act in a leadership role for each committee to retain their focus. The CRA Chairman will be a member of all committees, as well as the liaison to the City Council on all matters regarding the redevelopment plan. The City Council must support the CRAs activities and provide a strong framework in which the CRA is able to carry out the redevelopment plan. Conflicting agendas between organizations will not assist in the redevelopment process to positively affect Cocoa. The key is communication and working together.

Capital Improvements Plan

COCOA CRA PROJECTS IMPLEMENTATION PLAN

The proposed Cocoa Redevelopment Plan, as amended, contains major projects consisting of public, private, and joint public/private efforts that will take at the entire duration of the CRA for completion. It is critical that the CRA incorporates a sound project implementation strategy when identifying priorities to accomplish the most effective results in terms of addressing the community's needs, while stimulating private sector involvement to obtain a favorable return on the public sector's financial investment. The following implementation strategy sets forth recommendations concerning project priorities, funding sources, and preliminary courses of action for each of the projects. To streamline the process and simplify the presentation, project priorities have been reduced to the ensuing three categories.

- **High Priority Projects:** Those that should be implemented immediately and should be completed within one to three years.
- **Medium Priority Projects:** Those to be completed within three to seven years.
- **Low Priority Projects:** Those that will take seven to 10 or more years.

While these recommendations set the standard for departure from program planning to implementation, it is important that the program is flexible enough to take advantage of unforeseen opportunities such as

private sector development initiatives or newly created government programs and funding sources, which may provide additional leverage for tax increment financing. Project numbers coincide with the base map.

The Cost of Redevelopment

The following table contains an estimate of total public costs to the City, the County, the CRA, and other agencies of the City of Cocoa for redevelopment projects/programs and for capital improvements with the Community Redevelopment Area. Cost projections for on-going long term programs are given for a five-year time period only and will be amended accordingly as this plan is continually updated.

Other CRA Projects, Activities and Programs

Although the Redevelopment Plan proposes major 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 Redevelopment Plan is not intended to limit or prohibit the CRA from performing other redevelopment projects, activities and programs not expressly set forth in this Redevelopment Plan, provided such projects, activities and programs are consistent with the redevelopment goals, policies, objectives and strategies set forth in this Redevelopment 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 Redevelopment Plan.

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.						
1	**Living Breakwater**			$4,500,000.00	Fund $100,000 for a feasibility analysis. 6 Islands (10-15 ft x 200 lf ea)	FEMA, FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	Low	7-10 Years	**$6,345,000.00**	**TOTAL: 10% Design + 10% Permitting + 21% Inflation based on 5+ years**	
2	**North Mooring Facility + Pump Out vessel & facilities**			$200,000.00	ISS to work w/ATM on approximate cost of Mooring + Pump Out. City has existing info and prepositioning with Agencies. Need to start with re-initiating feasibility. Assumed 20 mooring stations, include sewage pumpout and water taxi landing.	Investigate feasibility of a mooring field fronting the bulkhead of Riverside Park, (consider public/private partnership for subsidizing construction)
3	**Submerged Land Lease Query**				Submerged Land Lease Query	
	Total w Design / Eng, Permit & Contingency	Medium	3-5 years	**$288,000.00**	**TOTAL: 15% Design + 15% Permitting + 14% Inflation based on 3-5 years**	
4	T Dock with mix of fixed and floating piers + 100' extension. Include floating piers + concrete construction				Assumes floating concrete w/aluminum gangways	FEMA, FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
				$670,000.00		
	Total w Design / Eng, Permit & Contingency	High	1-2 years	**$804,000.00**	**TOTAL: 10% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
5	**Dinghy Dock**	High	1-2 years	**$108,000.00**	Assumes fixed concrete dock. Wood = $56k. Aluminum = $74k	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency			**$147,960.00**	**TOTAL: 20% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
6	**Day Slips**	High	1-2 Years	$315,000.00	City/CRA has identified a budget and needs to modify the permit because the prior stucture is gone. Assume fixed concrete piers. Wood = $164k. Aluminum = $214k	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$415,800.00**	**TOTAL: 15% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
7	**New Fishing Pier, East Lee Wenner**			$225,000.00	Assumes 1500 sf. Assumes fixed concrete. Wood = $117k. Aluminum = $153k	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$308,250.00**	**TOTAL: 20% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
8	**Shoreline Stabilization**			$700,000.00	Number will vary dependent extent of stabilization. Costs from recent CPA project.	FEMA, FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$819,000.00**	**TOTAL: 10% Design + 10% Permitting + 7% Inflation based on 1-2 years**	

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.						
1	**New Civic Center**			$4,200,000.00	Begin by funding feasibility study - need Geotech (added $10-$20/sf for pilings)	CRA Reserves, Cocoa Reserves, and Financing
				$75,000.00	Market Assessment + Feasibility of New Facility	
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$5,199,000.00**	**TOTAL: 10% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
2	**Harbor Master Building**	Medium	1-2 Years	$800,000.00	Linked to the Mooring Field and completion of other dock, etc. Begin by funding feasibility / design/engineering	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency			**$1,480,000.00**	**TOTAL: 10% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
3	**Lee Wenner Park Renovation**			$700,000.00	Parking, Utilities, Striping, Paving, Stormwater, Trails, Landscape & Irrigation	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Design & Engineering			$175,000.00	15% Design + 10% Permitting	
				$49,000.00	7% Contingency	
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$924,000.00**	**TOTAL: 15% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
4	**Large Vessell Docking Pier**	Low	7-10 years		Retrofit the former drawbridge causeway with a lower deck to function as a pierfor docking larger overnight passenger vessels	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
					Future - Playground Renovation, Picnic Pavilions, Surfacing, Landscape & Irrigation, Gateway	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
1	**Taylor Park Renovation**			$250,000.00		
	Total w Design / Eng, Permit & Contingency	Low	5-7 years	**$335,000.00**	**TOTAL: 15% Design + 5% Permitting + 21% Inflation based on 5+ years**	
2	**Promenade Reconstruction**			$400,000.00	FEMA + FIND reimbursement funding is available. Up to $1.7M is avail for Tdock, Dayslips and boardwalk. Demo, Paving, Swings, Landscape & Irrigation, Gateway (25'x600' = 15,000 sf x $25/SF)	FEMA FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total w Design / Eng, Permit & Contingency	High	1-2 Years, Start Now	**$556,000.00**	**TOTAL: 20% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
3	**Promenade Overlooks**			$100,000.00	Demo, Decking, Railing, Site Furnishings	FEMA FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$134,000.00**	**TOTAL: 15% Design + 5% Permitting + 7% Inflation based on 1-2 years**	

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
					After Civic Center Development, Demo Civic Center($12-$15/sf)	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
4	**Porcher House Lawn & Garden**	Medium	3-5 Years	$350,000.00	Garden Pathways, Landscape & Irrigation	
	Total w Design / Eng, Permit & Contingency			**$469,000.00**	**TOTAL: 15% Design + 5% Permitting + 14% Inflation based on 3-5 years**	
5	**Support Building for Amphitheatre**	High	1-2 Years	$360,000.00	Catering Kitchen, Green Room, Restrooms	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total w Design / Eng, Permit & Contingency			**$482,400.00**	**TOTAL: 15% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
6	**Harrison Street Streetscape**	Low	5-7 Years	$850,000.00	Streetscape Project is in design phase	
	Total w Design / Eng, Permit & Contingency			**$1,088,000.00**	**TOTAL: 5% Design + 2% Permitting + 21% Inflation based on 5+ years The approved updated Waterfront Master Plan identifies this project. This project will enhance the walkability and safety of pedestrian, bicyclists and automobiles as well as much needed Stormwater management.**	**The Capital Cost is the portion being funded by the Cocoa CRA TIF. Split between the Utility Fund, Stormwater Fund and the Cocoa CRA (110) Fund.**
	SUBTOTAL Downtown Park Projects			**$3,064,400.00**		
	GRAND TOTAL all Waterfront Projects			**$19,795,410.00**		
C	**Overall Cocoa CRA**					
	Evaluate Site Design Standards	High	1-2 Years	**$ 100,000**	Determine if current site design standards for each district in the Cocoa CRA are providing the desired form of development and urban design quality envisioned by the community. Develop a regulating plan and standards for site development.	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total Overall Cocoa CRA Projects			**$ 100,000**	See Overall Cocoa CRA recommendations	
D	**US Highway One Corridor**					
1	Evaluate Site Design Standards				Evaluate adequacy of current Site Design Standards; include the US1 corridor in overall RDA evaluation of Site Design Standards	
	(See Overall Cocoa CRA Recommendations)	High	1-2 Years	Fee Included Above		
E	**Uptown District**					
	Industrial and Commercial Property				Initiate a street and sidewalk improvement program	
1	Street and Sidewalk Improvement Program	High	1-2 Years	$200,000		
2	Landscape Standards	High	1-2 Years	$50,000	Enforce landscape standards for industrial & commercial uses	
	Signage Regulations	High	1-2 Years	**N/A**	Enforce Signage Standards Consider provision for mixed-use buildings/projects (small office and retail). Support flex industrial building formats provided that site design standards are adopted	
	Land Use Plan Provisions	High	1-2 Years	**N/A**		
	TOTAL Uptown District Projects			**$250,000.00**		

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
F	**The Heart of Cocoa**					
	Workforce Housing and Community Development					
1	Comprehensive Investment Strategy			**N/A**	Consider a comprehensive investment strategy for residential enhancement and community development	
	Public Parks and Infrastructure					
2	Catalyst Park Site	Low	5-7 Years	**$950,000**	Acquire land for a public park and small residential development at the corner of Hughlett Avenue and Factory Street	
	Total Heart of Cocoa CRA Projects			**$950,000**		
G	**Waterfront Neighborhood Infill Development**					
1	Single Family Infill			**N/A**	Support continued redevelopment of single-family homes and renovation of historic residences and Incentivize townhome infill development with appropriate site design standards	
2	Multi-Family Infill			**N/A**		
	Total Waterfront Neighborhood Infill Projects			**$0.00**		
H	**South of Cocoa Village**					
1	Residential Infill Node			$75,000	Residential Infill Node Consider a residential redevelopment opportunity on the vacant/underutilized land south of Rosa L. Jones Blvd. between Florida Avenue and US-1 (mobile home site); acquire property or partner with private developer to purchase or develop the land	
2	Major Mixed Use Node (Rockledge/Cocoa City Line)			$100,000	Consider a consolidated planning/development effort with the City of Rockledge relative to the immediately abutting property known as the Sears Town Site (existing power center on US-1); prepare an RFP for development proposals	
	Total South of Cocoa Village Projects			**$175,000.00**		
I	**State Road 520 Corridor**					
1	King Street and Willard Street Improvements Option A	Medium	3-5 Years	$975,000	Add palm trees to King and Willard Street and improve existing sidewalks;	**FDOT Project** - CRA initiated a preliminary study of the SR520 corridor, of which SCTPO/FDOT subsequently conducted a more detailed corridor study. Staff will continue to work with FDOT/SCTPO on accelerating funding, certain improvements may require CRA financial participation.
2	King Street and Willard Street Improvements Option B	Low	5-7 Years	$8,550,000	Reduce travel lane widths, widen sidewalks, and install shade trees	
3	Improve Intersections at King/Brevard & Willard/Brevard Streets	Medium	3-5 Years	$1,600,000	Improve intersections at King/Brevard and Willard/Brevard to reduce pedestrian crossing distance and increase intersection visibility (highly visible pavement treatment and clear sightlines) -	
4	Promote Vehicular Cross Access from King or Willard Streets	Medium	3-5 Years	**N/A**	Promote vehicular cross access between businesses that front King or Willard Street	
	Total State Road 520 Corridor Projects (Option A)* **			**$ 2,575,000**		
	Total State Road 520 Corridor Projects (Option B)			**$ 10,150,000**		

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
J	**Cocoa Village**					
	Gateways and Signage				Provide clear directions and gateways into the district along the downtown perimeter and within the Village.	**The CRA allocated $100,000 towards the design of the wayfinding project which was completed in FY 2015.**
1	Identify Gateway Locations and Develop Wayfinding Package	High	1-2 Years			
2	6 Forrest Avenue Entrance Feature	High	1-2 Years	$260,000	Develop and install a gateway entry feature at 6 Forrest Avenue to signify entry into Historic Cocoa Village.	
3	Gateways and Signage	High	1-2 Years	$490,000	The Cocoa CRA approved the Waterfront Masterplan, which included funding a Gateway Entry Feature, and funding implementation of the Wayfinding Plan. Total Waterfront Plan costs estimates were $750,000 at that time.	The Cocoa CRA will apply for any grant funding available for signage and use TIF revenues as needed to fund the project.
	Total Gateways and Signage			**$750,000**		
K	**Streets**					
1	Rosa L. Jones Traffic Circle	Medium	3-5 Years	$1,500,000	Rebuild Rosa L. Jones Blvd. Traffic Circle as a true square with a gateway park	
2	Two Way Street Conversion	Medium	3-5 Years	$2,000,000	Study the feasibility of a traffic signal and two-way access to/from River Edge Blvd. to east and west bound SR 520	
3	Underpass beneath SR 520			$360,000	Currently under construction is a pedestrian connector underpassing Hubert Humphrey Bridge from Lee Wenner Park.	
6	Municipal Parking/Shared Parking Facilities/ On Street Parking	High	1-2 Years	$2,360,000	The construction of new on-street parking spaces within the existing street right of way in Downtown Cocoa Village. Other alternatives included partnering with private developers for provision of public parking spaces.	The Cocoa CRA will apply for any grant funding available for signage and use TIF revenues as needed to fund the project.Cocoa CRA/City General Fund
7	Street Tree Program	High	1-2 Years	$250,000	Consider a Village-wide street tree program for installing new and replacing failing trees	
8	Streetscape Reconstruction	High	1-2 Years	$750,000	Initiate streetscape reconstruction projects for Brevard and Delannoy, refurbishing the corridors	
	Total Streets			**$7,220,000.00**		
L	***Catalyst Mixed Use Redevelopment Sites***					
1	Former City Hall Site	High	1-2 Years	**N/A**	Currently in post RFP Development Agreement Stage to construct for a mixed use hotel/retail project	Private Sector Project Finacning or P3 Project
2	Bank of America Site	Medium	3-5 Years	**N/A**	Availability of site for development is becoming less constrained and should be pursued for mixed use zoning compliant multi-story development	Private Sector Project Finacning or P3 Project
3	Suntrust Bank Site	Medium	3-5 Years	**N/A**	Continue to support the study of the existing Oleander municipal parking lot as a future site for a parking garage with ground-floor commercial space	Private Sector Project Finacning or P3 Project
	GRAND TOTAL ALL PROJECTS			**$31,815,410.00**		

Sources of Redevelopment Funding and Financing

The following section provides a general review of potential sources of funding for redevelopment programs. In general, a variety of financing options are presently available to the Community Redevelopment Agency and the City of Cocoa. Among these are the following:

Tax Increment Revenues

Tax Increment Revenue is typically the major source of funding for redevelopment projects under the State of Florida Community Redevelopment Act. This increment, which is to be determined annually, is equal to 95% of the difference between: the amount of ad valorem taxes levied each year by each applicable taxing authority on taxable real property within the Community Redevelopment Area, and the amount of ad valorem taxes that would have been produced by the current millage rates prior to establishing the Redevelopment Trust Fund. Both of these amounts are exclusive of debt service millage of the taxing authorities.

The ability of the Community Redevelopment Agency to utilize this funding method requires two key actions:

- *The establishment of a redevelopment trust fund as required by FS 163.387 as the repository for increment tax for increment tax funds, and;*
- *The provision, by ordinance of the City, for funding of the redevelopment trust fund for the duration of the Community Redevelopment Plan.*

Redevelopment Revenue Bonds

The provisions of FS 163.385 allow the City of Cocoa or Community Redevelopment Agency to issue "Revenue Bonds" to finance redevelopment actions, with the security for such bonds being based on the "anticipated assessed valuation" of the completed Community Redevelopment Area, the "tax increment", is used to finance the long term bond debt. Prior to the issuance of long term revenue bonds, the City or Community Redevelopment Agency may issue bond anticipation notes to provide up-front funding for redevelopment actions until sufficient tax increment funds are available to amortize a bond issue.

Direct Borrowing from the Commercial Lenders

The CRA is also authorized to fund redevelopment projects and programs through direct borrowing of funds. Depending on the particular project(s) funding requirements, the CRA may utilize both short and long term borrowing. Although terms and conditions may have a direct bearing on use of a particular commercial lending institution, the CRA will generally attempt to attain the lowest available interest rate.

Special Assessment Districts

The City of Cocoa could also establish special assessment districts for the purpose of funding various neighborhood improvements within an area or for the construction of a particular project.

Business Improvement Districts

A business improvement district (BID) is a form of Special Assessment District, where areas are defined within which businesses or property owners pay an additional tax or fee in order to fund improvements

within the district's boundaries. Grant funds acquired by the city for special programs and/or incentives such as tax abatements can be made available to assist businesses or to recruit new business. BIDs may go by other names, such as business improvement area (BIA), business revitalization zone (BRZ), community improvement district (CID), special services area (SSA), or special improvement district (SID).

Florida Inland Navigation District (FIND)

The Florida Inland Navigation District (FIND) is a special State taxing district for the continued management and maintenance of the Atlantic Intracoastal Waterway (ICW), commonly referred to as M-95 marine highway. FIND grants funds for Waterway related projects that are be located on natural, navigable waterways within the District. Eligible waterway related projects include navigation channel dredging, mooring fields, channel markers, navigation signs or buoys, boat ramps, docking facilities, fishing & viewing piers, waterfront boardwalks, inlet management, environmental education, law enforcement equipment, boating safety programs, beach re-nourishment, dredge material management, environmental mitigation, and shoreline stabilization. The City/CRA has received funding through FIND for the engineering, permitting, and construction of day slips, T docks, riverfront connector, and emergency reconstruction.

Florida Fish and Wildlife Conservation (FWC)

FWC has grant programs to enhance boating access and other boating-related activities from the Florida Boating Improvement Program (FBIP), funding for transient tie-up facilities for boats 26' or longer from the Boating Infrastructure Grant Program (BigP), assistance for removal of derelict vessels from the Derelict Vessels Removal Grant Program and other boating-related grant programs.

Other Marine related Grant Programs

Grant programs to fund aids to navigation, and other projects to enhance recreational boating in Florida as follows:

- Related Grant Programs External Website
- Clean Marina Program - DEP
- Coastal Partnership Initiative
- Florida Communities Trust - DEP
- Florida Recreation Development Assistance Program - DEP
- Greenways and Trails - DEP
- Stan Mayfield Working Waterfronts Program
- Waterfronts Florida Program - DEO
- Clean Vessel Act Grants – DEP

Federal Emergency Management Agency (FEMA)

For reconstruction purposes only, FEMA may provide disaster assistance to communities, whose public infrastructure has been damaged or destroyed as a result of a federally-declared disaster, and whose losses are not covered by insurance. It is meant to help with critical expenses that cannot be covered in other ways.

The New Markets Tax Credit
The New Markets Tax Credit program, or NMTC, attracts investment for real estate projects, community facilities, and operating businesses. New Markets Tax Credits are federal income tax credits used to encourage private investment in low-income communities around the United States, and may or may not be available in certain portions of the CRA.

Federal and State Housing Grants
Annually, the City receives Community Development Block Grant (CDBG) HOME Investment Partnership Program (HOME) and State Housing Initiatives Partnership (SHIP) Program funds. HOME and SHIP funds are restricted to housing repair or replacement and homeownership assistance. CDBG funds are committed to demolition of substandard housing units, housing rehab assistance, and public service agencies within the City, however most of the funds are expended within the City's low income target area, which includes much of the CRA. Over 80% of the total funds expended have been for the benefit of low and moderate income of residents.

Land Sales / Leases
The resale or leasing of such land to private developers can provide another source of income within the Community Redevelopment Area.

Contributions and Grants
Voluntary contributions by private companies, foundations and individuals are a potential source of income to the Community Redevelopment Agency under provisions of FS 163. Although such contributions may only account for a small portion of redevelopment costs, they do provide opportunities for community participation with positive promotional benefits.

Safe Neighborhoods Act – Chapter 163.502 FS
Neighborhood Improvement Districts created pursuant to the Act may request a planning grant from the state's Safe Neighborhood Trust Fund on a 100% matching basis. The district may also authorize to levy an ad valorem tax of up to two mills annually on real and personal property.

Revenue Projections

The accompanying table provides a twenty-three (23) year projection of tax increment based revenues into the Redevelopment Trust Fund. This Fund is the depository for all TIF revenues generated within the Community Redevelopment Area. Based on estimates of the current property valuations, millage rates and assuming a conservative annual increase of 1.75% in tax increment value, it is estimated, not including new construction, that the total tax increment revenue will reach approximately $1.4 million over the next five (5) years. New construction and private redevelopment projects will enhance taxable values that could generate up to $3 million by the year 2041. This estimate is believed to be conservative since it does not include revenues specifically generated by the redevelopment projects described in this plan. These projects will increase the total tax increment as they are completed and entered on the tax rolls.

The CRA continues to expand its redevelopment efforts into the surrounding community. Starting with just a few projects, the CRA has increased its activities to include over two dozen projects and programs. It must be noted, however, that this increased commitment is not without costs. Consequently, the CRA's overall program has outgrown the limited funding provided by TIF revenues. To continue its redevelopment effort and provide adequate funding for its various projects and programs, the agency must now turn to long-term borrowing, public-private partnerships, and possibly public-public-private partnerships. As previously mentioned, leveraging TIF revenues with grant opportunities will lower capital contributions on the CRA and avail those resources to facilitate private capital investment. Since property values will inevitably increase as a result of its activities, this method of financing the CRA redevelopment effort can also be looked upon as an investment in future TIF revenues.

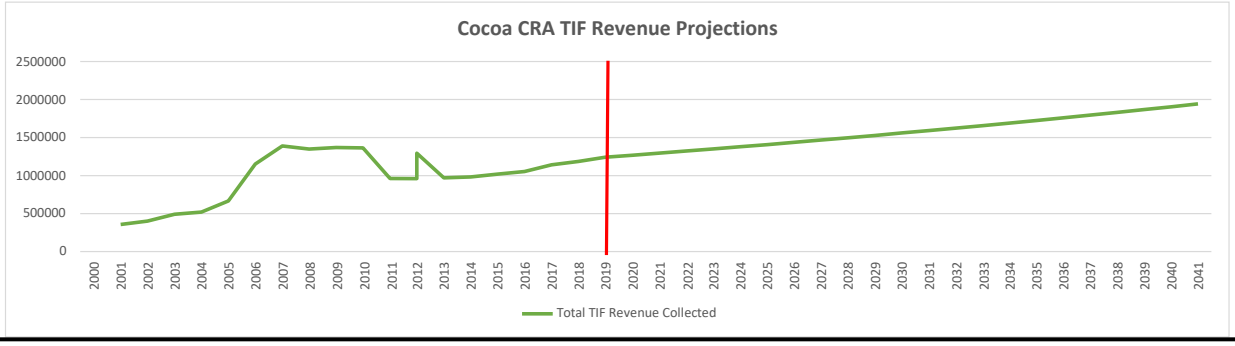
Tax Increment Revenue Projections - Cocoa CRA

Fiscal Year	CRA Taxable Value	Less Base Value (1981)	Total Taxable Value Subject to TIF (Tax Increment)	Total TIF Revenue	TIF Collectible Percentage	Total TIF Revenue Collected	Brevard County General Fund	District IV Rec	City of Cocoa
2000		$ 26,410,420			95%		0.00417810	0.00063640	0.00413210
2001	$ 68,902,380	$ 26,410,420	$ 42,491,960	$ 376,432	95%	$ 357,610.42	0.00410420	0.00062260	0.00413210
2002	$ 71,970,090	$ 26,410,420	$ 45,559,670	$ 422,621	95%	$ 401,489.58	0.00423030	0.00063910	0.00440680
2003	$ 81,250,510	$ 26,410,420	$ 54,840,090	$ 516,731	95%	$ 490,894.21	0.00449500	0.00052070	0.00440680
2004	$ 86,860,600	$ 26,410,420	$ 60,450,180	$ 545,579	95%	$ 518,300.24	0.00443440	0.00006207	0.00452880
2005	$ 102,144,720	$ 26,410,420	$ 75,734,300	$ 700,421	95%	$ 665,400.05	0.00412780	0.00059180	0.00452880
2006	$ 162,015,780	$ 26,410,420	$ 135,605,360	$ 1,211,864	95%	$ 1,151,271.20	0.00362490	0.00050920	0.00480260
2007	$ 191,600,060	$ 26,410,420	$ 165,189,640	$ 1,463,052	95%	$ 1,389,899.02	0.00385580	0.00043050	0.00457050
2008	$ 192,812,760	$ 26,410,420	$ 166,402,340	$ 1,419,046	95%	$ 1,348,093.58	0.00364400	0.00039470	0.00448910
2009	$ 179,097,160	$ 26,410,420	$ 152,686,740	$ 1,441,638	95%	$ 1,369,555.78	0.00371930	0.00037250	0.00535000
2010	$ 157,482,170	$ 26,410,420	$ 131,071,750	$ 1,436,179	95%	$ 1,364,370.41	0.00490630	0.00046960	0.00558130
2011	$ 131,306,380	$ 26,410,420	$ 104,895,960	$ 1,012,257	95%	$ 961,643.68	0.00427170	0.00041220	0.00496620
2012	$ 118,552,750	$ 26,410,420	$ 92,142,330	$ 1,009,622	95%	$ 959,140.84	0.00490630	0.00046960	0.00558130
2013	$ 116,259,430	$ 26,410,420	$ 89,849,010	$ 1,020,415	95%	$ 969,394.45	0.00490630	0.00046960	0.00598110
2014	$ 118,193,900	$ 26,410,420	$ 91,783,480	$ 1,033,822	95%	$ 982,130.50	0.00482390	0.00045870	0.00598110
2015	$ 122,092,370	$ 26,410,420	$ 95,681,950	$ 1,072,681	95%	$ 1,019,046.73	0.00468140	0.00055050	0.00597900
2016	$ 125,796,180	$ 26,410,420	$ 99,385,760	$ 1,108,827	95%	$ 1,053,385.69	0.00454970	0.00062810	0.00597900
2017	$ 135,052,692	$ 26,410,420	$ 108,642,272	$ 1,201,812	95%	$ 1,141,721.09	0.00436310	0.00072000	0.00597900
2018	$ 141,518,117	$ 26,410,420	$ 115,107,697	$ 1,248,389	95%	$ 1,185,969.57	0.00415500	0.00071140	0.00597900
2019	$ 149,354,167	$ 26,410,420	$ 122,943,747	$ 1,307,630	95%	$ 1,242,248.21	0.00394560	0.00071140	0.00597900
2020	$ 151,967,865	$ 26,410,420	$ 125,557,445	$ 1,335,429	95%	$ 1,268,657.53	0.00394560	0.00071140	0.00597900
2012	$ 154,627,303	$ 26,410,420	$ 128,216,883	$ 1,363,715	95%	$ 1,295,529.02	0.00394560	0.00071140	0.00597900
2022	$ 157,333,280	$ 26,410,420	$ 130,922,860	$ 1,392,496	95%	$ 1,322,870.77	0.00394560	0.00071140	0.00597900
2023	$ 160,086,613	$ 26,410,420	$ 133,676,193	$ 1,421,780	95%	$ 1,350,690.99	0.00394560	0.00071140	0.00597900
2024	$ 162,888,128	$ 26,410,420	$ 136,477,708	$ 1,451,577	95%	$ 1,378,998.06	0.00394560	0.00071140	0.00597900
2025	$ 165,738,671	$ 26,410,420	$ 139,328,251	$ 1,481,895	95%	$ 1,407,800.51	0.00394560	0.00071140	0.00597900
2026	$ 168,639,097	$ 26,410,420	$ 142,228,677	$ 1,512,744	95%	$ 1,437,107.00	0.00394560	0.00071140	0.00597900
2027	$ 171,590,282	$ 26,410,420	$ 145,179,862	$ 1,544,133	95%	$ 1,466,926.36	0.00394560	0.00071140	0.00597900
2028	$ 174,593,112	$ 26,410,420	$ 148,182,692	$ 1,576,071	95%	$ 1,497,267.55	0.00394560	0.00071140	0.00597900
2029	$ 177,648,491	$ 26,410,420	$ 151,238,071	$ 1,608,568	95%	$ 1,528,139.72	0.00394560	0.00071140	0.00597900
2030	$ 180,757,340	$ 26,410,420	$ 154,346,920	$ 1,641,634	95%	$ 1,559,552.15	0.00394560	0.00071140	0.00597900
2031	$ 183,920,593	$ 26,410,420	$ 157,510,173	$ 1,675,278	95%	$ 1,591,514.29	0.00394560	0.00071140	0.00597900
2032	$ 187,139,203	$ 26,410,420	$ 160,728,783	$ 1,709,511	95%	$ 1,624,035.77	0.00394560	0.00071140	0.00597900
2033	$ 190,414,140	$ 26,410,420	$ 164,003,720	$ 1,744,344	95%	$ 1,657,126.38	0.00394560	0.00071140	0.00597900
2034	$ 193,746,387	$ 26,410,420	$ 167,335,967	$ 1,779,785	95%	$ 1,690,796.08	0.00394560	0.00071140	0.00597900
2035	$ 197,136,949	$ 26,410,420	$ 170,726,529	$ 1,815,847	95%	$ 1,725,054.99	0.00394560	0.00071140	0.00597900
2036	$ 200,586,845	$ 26,410,420	$ 174,176,425	$ 1,852,540	95%	$ 1,759,913.44	0.00394560	0.00071140	0.00597900
2037	$ 204,097,115	$ 26,410,420	$ 177,686,695	$ 1,889,876	95%	$ 1,795,381.91	0.00394560	0.00071140	0.00597900
2038	$ 207,668,815	$ 26,410,420	$ 181,258,395	$ 1,927,864	95%	$ 1,831,471.07	0.00394560	0.00071140	0.00597900
2039	$ 211,303,019	$ 26,410,420	$ 184,892,599	$ 1,966,518	95%	$ 1,868,191.80	0.00394560	0.00071140	0.00597900
2040	$ 215,000,822	$ 26,410,420	$ 188,590,402	$ 2,005,848	95%	$ 1,905,555.14	0.00394560	0.00071140	0.00597900
2041	$ 218,763,336	$ 26,410,420	$ 192,352,916	$ 2,045,866	95%	$ 1,943,572.34	0.00394560	0.00071140	0.00597900

Note:

1.75% Projected Increment Increase post 2019

Assumed Millage Rates remain at current rate (2019-2041)



Five Year Redevelopment Program and Funding Allocations

This section of the Community Redevelopment Plan provides a ten-year funding program for the Planning, Redevelopment, and Community Improvement programs and projects which are identified within the Plan.

The accompanying table lists estimated project-specific net funding allocations for each CRA project. This table is for planning purposes only and is not a guarantee of expenditure of funds on a given project. Actual project allocations will be determined annually through the budget process. As priorities change, projects are deleted or new projects or programs are created, this table will be amended. It is intended that this process occur at least once annually, after adoption of the budget.

PROJECT COSTS AND TIMELINE

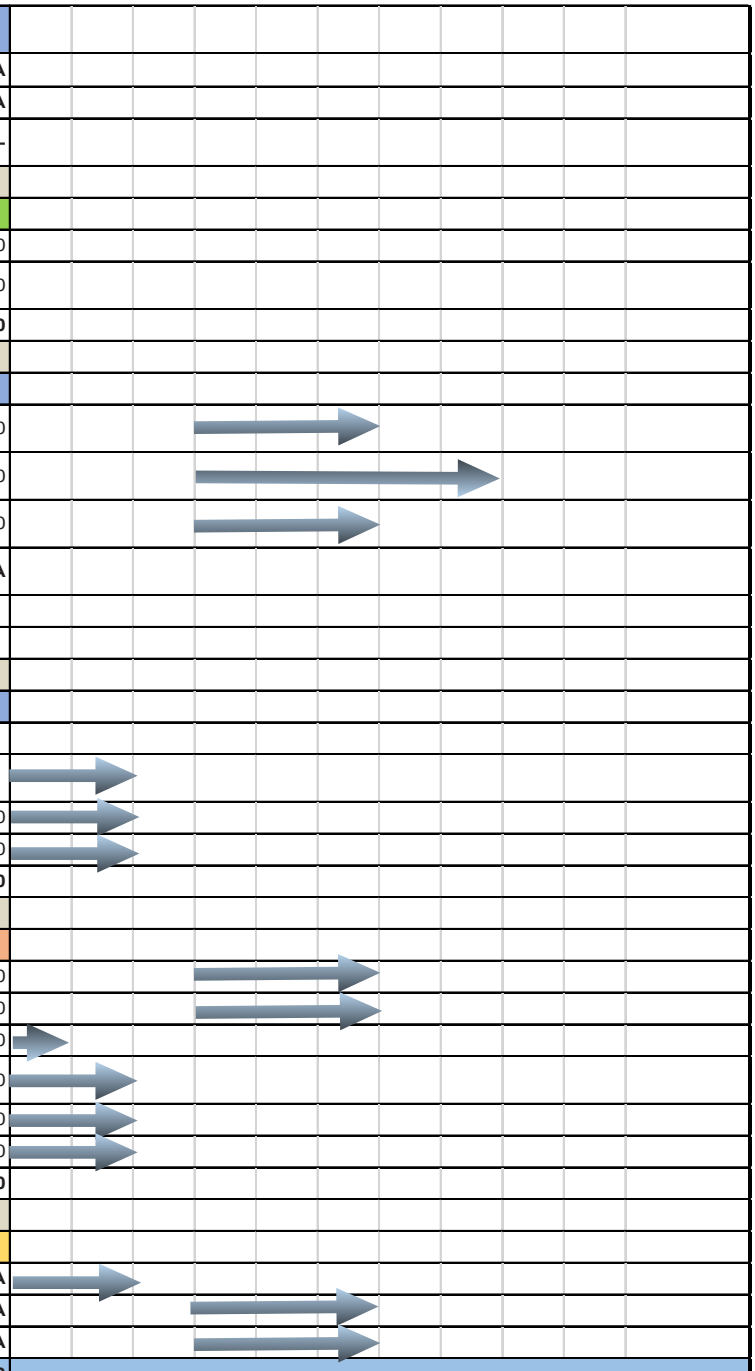
Item No.	Project Name	Project Cost	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Beyond
A	**WATERFRONT PROJECTS**												
A1	**Living Breakwater**	$ 4,500,000								→	→	→	→
	Total w Design / Eng, Permit & Contingency	**$ 6,345,000**											
A2	**North Mooring Facility + Pump Out vessel & facilities**	$ 200,000				→	→	→					
A3	**Submerged Land Lease Query**												
	Total w Design / Eng, Permit & Contingency	**$ 288,000**											
A4	T Dock w ith mix of fixed and floating piers + 250' extension. Include floating piers + concrete construction	$ 670,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 804,000**											
A5	**Dinghy Dock**	**$ 108,000**	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 147,960**											
A6	**Day Slips**	$ 315,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 415,800**											
A7	**New Fishing Pier, East Lee Wenner**	$ 225,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 308,250**											
A8	**Shoreline Stabilization**	$ 700,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 819,000**											
	SUBTOTAL Waterfront Projects	**$ 9,128,010**											
B	**Lee Wenner Park**												
B1	**New Civic Center**	$ 4,200,000	→	→									
		$ 75,000											
	Total w Design / Eng, Permit & Contingency	**$ 5,199,000**											
B2	**Harbor Master Building**	$ 800,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 1,480,000**											
B3	**Lee Wenner Park Renovation**	$ 700,000	→	→									
	Design & Engineering	$ 175,000											
	Total w Design / Eng, Permit & Contingency	$ 49,000											
		$ 924,000											
B4	**Large Vessell Docking Pier**									→	→	→	→
	SUBTOTAL Lee Wenner Projects	**$ 7,603,000**											
C	**Downtown Park**												
C1	**Taylor Park Renovation**	$ 250,000						→	→				
	Total w Design / Eng, Permit & Contingency	**$ 335,000**											

PROJECT COSTS AND TIMELINE continued

C2	**Promenade Reconstruction**	$	400,000
	Total w Design / Eng, Permit & Contingency	**$**	**556,000**
C3	**Promenade Overlooks**	$	100,000
	Total w Design / Eng, Permit & Contingency	**$**	**134,000**
C4	**Porcher House Lawn & Garden**	$	350,000
	Total w Design / Eng, Permit & Contingency	**$**	**469,000**
C5	**Support Building for Amphitheatre**	$	360,000
	Total w Design / Eng, Permit & Contingency	**$**	**482,400**
C6	**Harrison Street Streetscape**	$	850,000
	Total w Design / Eng, Permit & Contingency	**$**	**1,088,000**
	SUBTOTAL Downtown Park Projects	**$**	**3,064,400**
	GRAND TOTAL all Waterfront Projects	**$**	**19,795,410**
D	**Overall Cocoa CRA**		
D1	Evaluate Site Design Standards	**$**	**100,000**
	Total Overall Cocoa CRA Projects	**$**	**100,000**
	US Highway One Corridor		
D2	Evaluate Site Design Standards		
	(See Overall Cocoa Recommendations)	Fee Included Above	
E	**Uptown District**		
	Industrial and Commercial Property		
E1	Street and Sidew alk Improvement Program	$	200,000
E2	Landscape Standards	$	50,000
E3	Signage Regulations		**N/A**
E4	Land Use Plan Provisions		**N/A**
	Uptown Residential Opportunity		
	TOTAL Uptown District Projects	**$**	**250,000**
F	**The Heart of Cocoa**		
	Workforce Housing and Community Development		
F1	Comprehensive Investment Strategy		**N/A**
	Public Parks and Infrastructure		
F2	Catalyst Park Site	**$**	**950,000**
	Total Heart of Cocoa CRA Projects	**$**	**950,000**

PROJECT COSTS AND TIMELINE continued

G	**Waterfront Neighborhood Infill Development**		
1	Single Family Infill		**N/A**
2	Multi-Family Infill		**N/A**
	Total Waterfront Neighborhood Infill Projects	**$**	**-**
H	**South of Cocoa Village**		
H1	Residential Infill Node	$	75,000
H2	Major Mixed Use Node (Rockledge/Cocoa City Line)	$	100,000
	Total South of Cocoa Village Projects	**$**	**175,000**
I	**State Road 520 Corridor**		
I 1	King Street and Willard Street Improvements Option A	$	975,000
I 2	King Street and Willard Street Improvements Option B	$	8,550,000
I 3	Improve Intersections at King/Brevard & Willard/Brevard Streets	$	1,600,000
I 4	Promote Vehicular Cross Access from King or Willard Streets		**N/A**
	Total SR520 Corridor Projects-Option A	**$**	**2,575,000**
	Total SR520 Corridor Projects-Option B	**$**	**10,150,000**
J	**Cocoa Village**		
	Gateways and Signage		
J1	Identify Gateway Locations and Develop Wayfinding Package		
J2	6 Forrest Avenue Entrance Feature	$	260,000
J3	Gateways and Signage	$	490,000
	Total Gateways and Signage	**$**	**750,000**
K	**Streets**		
K1	Rosa L. Jones Traffic Circle	$	1,500,000
K2	Two Way Street Conversion	$	2,000,000
K4	Underpass beneath SR 520	$	360,000
K6	Municipal Parking/Shared Parking Facilities/ On Street Parking	$	2,360,000
K7	Street Tree Program	$	250,000
K8	Streetscape Reconstruction	$	750,000
	Total Streets	**$**	**7,220,000**
L	***Catalyst Mixed Use Redevelopment Sites***		
L1	Former City Hall Site		**N/A**
L2	Bank of America Site		**N/A**
L3	Suntrust Bank Site		**N/A**
	GRAND TOTAL ALL PROJECTS Option A	**$**	**31,815,410**
	GRAND TOTAL ALL PROJECTS Option B	**$**	**39,390,410**



APPENDIX

CFN 2018002912, OR BK 8063 PAGE 1885.
Recorded 01/04/2018 at 04:43 PM, Scott Ellis, Clerk of Courts, Brevard County
Doc D: $0.70 # Pgs:20

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this 25 day of July, 2017 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated 7/25/17 attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid

ATTEST:

Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By: _____
Curt Smith, Chairman
As approved by the Board 7/25/17.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

"EXHIBIT B1"

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

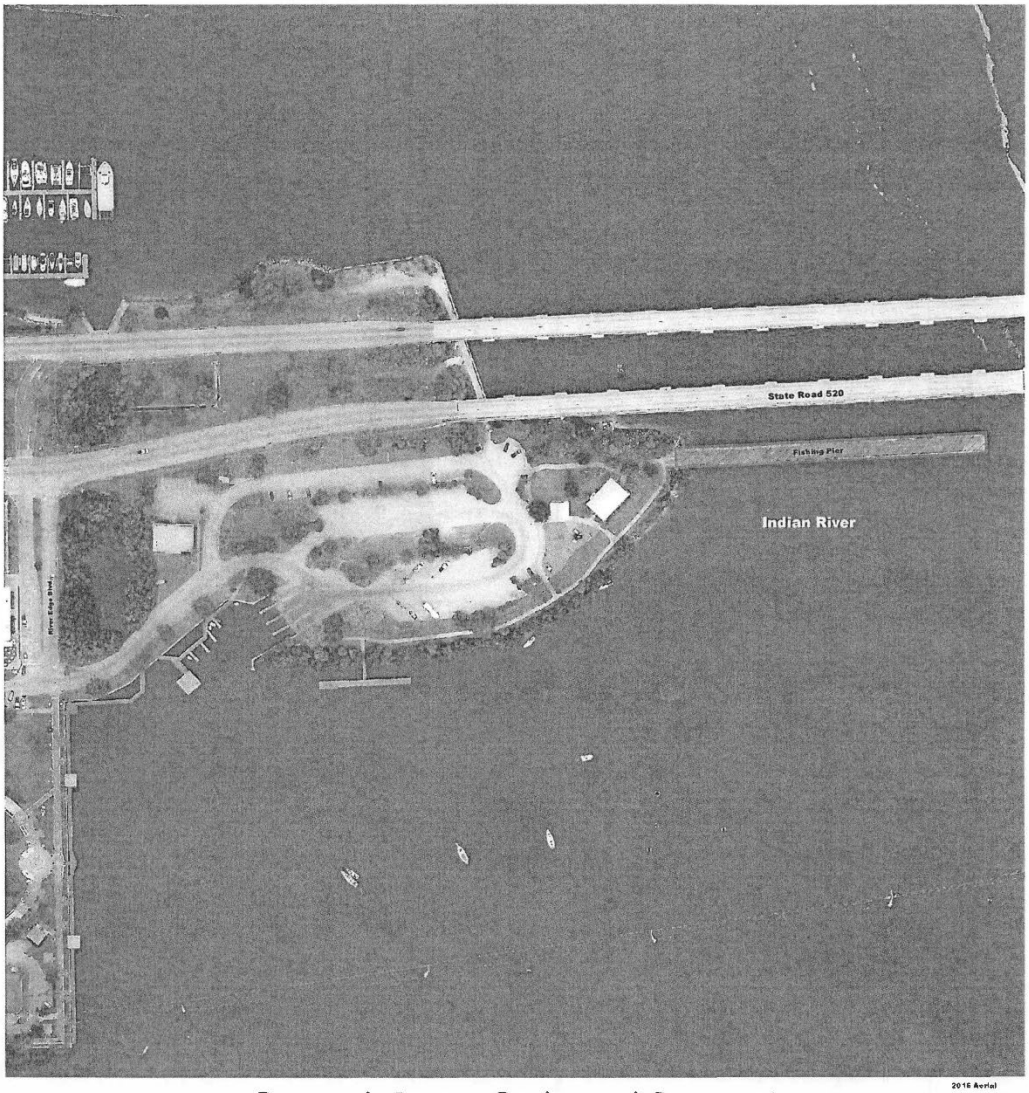
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

"EXHIBIT B2"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



2016 Aerial

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

0 50 100 200 Feet

DISCLAIMER: This map is intended for display purposes only and is not intented for any legal representation.

Deed Recorded 1/4/18

4

Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566

INTERLOCAL AGREEMENT
BETWEEN
BREVARD COUNTY AND THE CITY OF COCOA

(Transfer of Lee Wenner Park)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 25th **day of** July**, 2017, by and between BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereafter referred to as the "County") and the CITY OF COCOA, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "City").**

WITNESSETH:

WHEREAS, the County and the City desire to continue to cooperate and coordinate the provision of recreational services and facilities within the jurisdictional limits of the city of Cocoa in an efficient and economical manner; and

WHEREAS, the County and the City have common power to provide recreational services and facilities for the benefit of the public; and

WHEREAS, the County currently owns a portion of and maintains all of Lee Wenner Park (inclusive of the boat launch facility); and

WHEREAS, the City currently owns and maintains the Cocoa Riverfront Park (inclusive of the riverfront boardwalk facilities), which has been designated by the citizens of Cocoa as a special scenic and recreational landmark of the City of Cocoa by City Charter; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are located within the City of Cocoa Downtown Village Area ("Cocoa Village") which is an important area for tourism, redevelopment and special events; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are also generally connected by the aforesaid riverfront boardwalk and therefore share common attributes and characteristics that are recognized by the public; and

WHEREAS, because of the close proximity of Lee Wenner Park and Cocoa Riverfront Park and their common attributes and characteristics, the County and the City recognize that it may be more efficient and economical for the City to own, manage and improve Lee Wenner Park, especially when it comes to managing the many special events that occur in the Cocoa Village area and the demands of local tourism and recreational needs; and

WHEREAS, the City and the County also recognize that Lee Wenner Park and Cocoa Riverfront Park are located within the redevelopment area of the Cocoa Community Development Agency ("Agency") and that the Agency has adopted a "Cocoa Waterfront Master Plan" under which the City and the Agency have developed a strategic vision for the Cocoa waterfront (including Lee Wenner Park and Cocoa Riverfront Park) and have commitued to improving the waterfront in phases through public capital improvements and public/private partnerships to the extent feasible; and

WHEREAS, in furtherance of this recognition, the County and the City are agreeable to transferring ownership, maintenance and functional responsibility of Lee Wenner Park and the

buildings, structures, and facilities thereon to the City under the terms and conditions of this Agreement; and

WHEREAS, the County shall continue to own, maintain, and be responsible for the pier located at Lee Wenner Park; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the community health, safety and welfare and the public interest;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

Section 1. **Recitals.** The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. **Purpose.** The purpose of this Agreement is for the County to assign and transfer to the City ownership over and full functional responsibility for a portion of Lee Wenner Park owned by the County, more particularly and legally described in **"EXHIBIT A."** ("Lee Wenner Park").

Section 3. **Transfer of Responsibility.** Within thirty (30) days of the date this Agreement is approved and fully executed by both parties ("effective date"), the County shall deliver a deed in accordance with Section 125.411, Florida Statutes, conveying its interest in Lee Wenner Park and all buildings, structures, and facilities thereon to the City. The County deed conveying Lee Wenner Park to the City shall contain a restrictive covenant running with the land prohibiting any use other than for municipal and recreational purposes, as defined herein, and associated uses directly related thereto, including the requirement of uniform user fees. The City is

expected to provide the same, or a better, level of service at Lee Wenner Park. Said County deed is attached herein as "EXHIBIT B." The County will continue to own, maintain, and be responsible for the pier, more particularly described in "EXHIBIT C." ("Pier"). The County shall retain an access and maintenance easement over a portion of Lee Wenner Park for accessing and maintaining the Pier. Said easement is more particularly and legally described in "EXHIBIT D."

If at any point the County desires to convey the Pier, the County shall notify the City in writing of the County's intent to convey the Pier. The City shall provide written notification to the County of its intent to exercise its right of first refusal within thirty (30) days of receipt of the County's notice. In the event the City fails to exercise the right of first refusal, this provision shall expire and the right of first refusal shall not bind the other purchaser. Nothing herein shall require that the County maintain, reconstruct, or repair the Pier.

The City shall be responsible for the cost to record the deeds and this Agreement in the public records of Brevard County, Florida. Upon conveyance, the City shall have ownership of, plenary authority over and full responsibility for the functional operation and maintenance of Lee Wenner Park. All of the COUNTY's rights, responsibilities, liabilities, duties and obligations as to Lee Wenner Park shall be transferred to and assumed by the CITY and said park shall be deemed City property, with the exception that the County shall be responsible for providing the City with an annual financial contribution for the future maintenance of Lee Wenner Park pursuant to Section 6 of this Agreement.

Section 4. Covenant to Maintain For Municipal and Recreational Purposes. Upon conveyance of Lee Wenner Park to the City, the City agrees to maintain the subject property for municipal and recreational purposes. Both parties agree that the definition of municipal purpose shall include the development of small commercial use to support waterfront or marine-related

activities but does not include the development of hotels and/or full service restaurants. Other non-recreational uses not permitted herein may be permitted upon the written consent of the Brevard County Board of County Commissioners. In event Lee Wenner Park is not used or ceases to be used for the stated purposes herein, then all right, title and interest Lee Wenner Park shall revert to the County which shall thereafter have the right to reenter and repossess Lee Wenner Park. In the event Lee Wenner Park reverts to the County, the City shall ensure that Lee Wenner Park is returned to the County in same condition or better, normal wear and tear excepted. The City agrees to make the use of Lee Wenner Park available to all County residents and visitors with no differential in fees.

Section 5. **Additional Terms.**

(a) The parties agree there shall be no metered parking at Lee Wenner Park and that, during normal hours of operation, parking shall be provided to the public free of charge.

(b) The parties agree that the name of the park shall remain Lee Wenner Park. The City shall not change the name of the park without the prior written consent of the Brevard County Board of County Commissioners.

Section 6. **County's Annual Maintenance Contribution.** The County agrees to provide, for a period of five years, an annual financial contribution to the City to be used exclusively by the City for the future maintenance and operation of Lee Wenner Park. Said contribution shall be made each fiscal year commencing on October 1, 2017 and each anniversary thereafter. The annual payment shall be due no later than November 1 of each fiscal year. The annual payment amount shall be as follows:

(a) For a period of five (5) years commencing on October 1, 2017, the payment amount shall be $60,000.00. The total amount of financial contribution to be provided to the City for the

maintenance and operation of Lee Wenner Park is $300,000.00. At the end of the referenced period of five (5) years the County shall have no further obligation of providing financial contributions to the City for the maintenance and operation of Lee Wenner Park.

Section 7. Implementation and Other Documents. To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed in order to effectuate the conveyance of Lee Wenner Park, the County Manager and City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

Section 8. Employee Status. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the County, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County. Persons employed by the County in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the City, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

Section 9. Indemnification. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

Section 10. Notices.

(a) Whenever either party desires to give notice to the other party, notice shall be sent

to:

For the COUNTY:

County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940
Telephone: (321) 633-2001

For the CITY:

City Manager
65 Stone Street
Cocoa, Florida 32922
Telephone: (321) 433-8660

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 14. **Public Records.** The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 15. **Conflict of Interest.** Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 16. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fee and cost.

Section 17. **Governing Law.** This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 18. **Venue.** Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Section 19. **Effective Date.** This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida by either the City or County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

Carie Shealy, City Clerk

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Henry U. Parrish, III, Mayor

As authorized for execution by the City of Cocoa City Council at its 11/14, 2017 regular meeting.

ATTEST:

SCOTT ELLIS, Clerk of Court

Reviewed for legal form and content:

(Assistant) County Attorney

COUNTY:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
Curt Smith, Chairman

Date: July 25, 2017

As authorized by the Board of County Commissioners at its regular meeting on 7/25/17, 2017.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2996, Page 2876:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.80 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

"EXHIBIT B"

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this 25 day of July, 2017 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated [illegible] attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:
Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
By:
Curt Smith, Chairman
As approved by the Board 7/25/17.

INTERLOCAL AGREEMENT
BREVARD COUNTY/CITY OF COCOA
PAGE 11 OF PAGE 16

Deed Recorded 1/4/18 15

EXHIBIT "A" TO THE COUNTY DEED

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

EXHIBIT "B1" TO THE COUNTY DEED

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

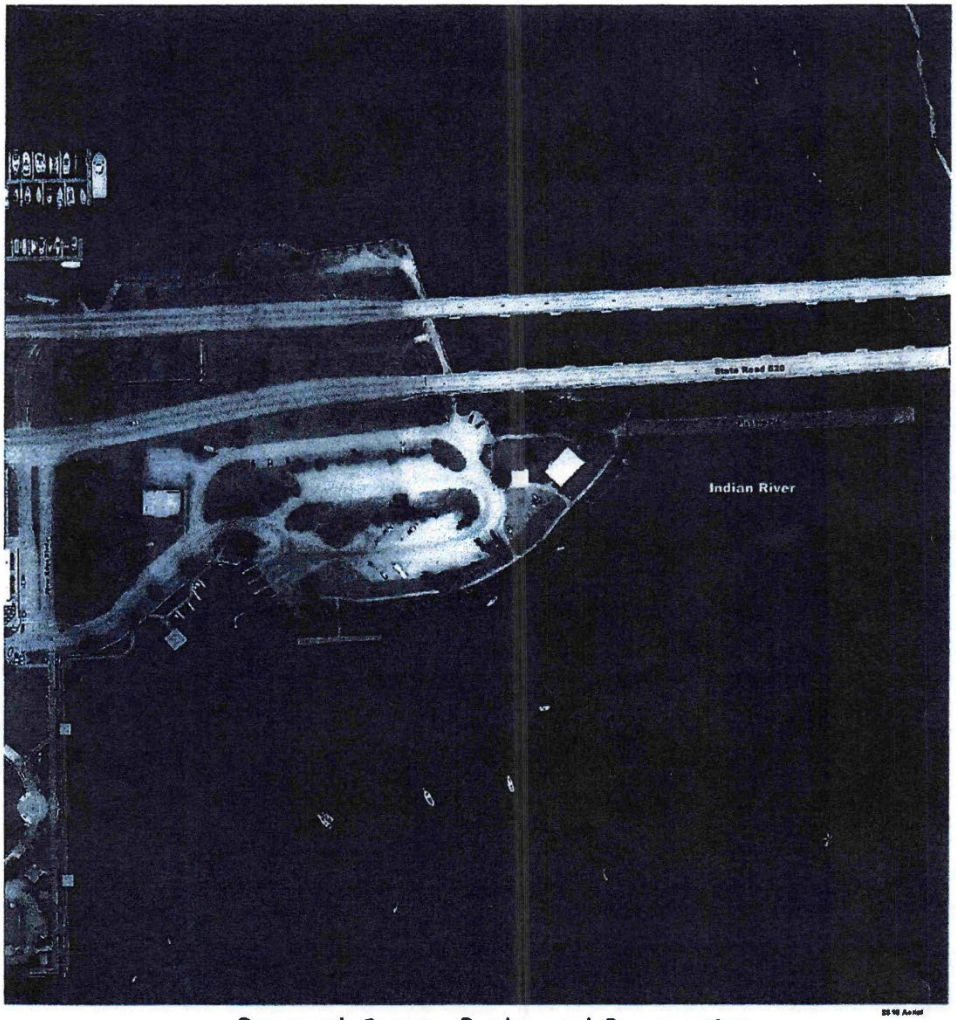
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

EXHIBIT "B2" TO THE COUNTY DEED

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation

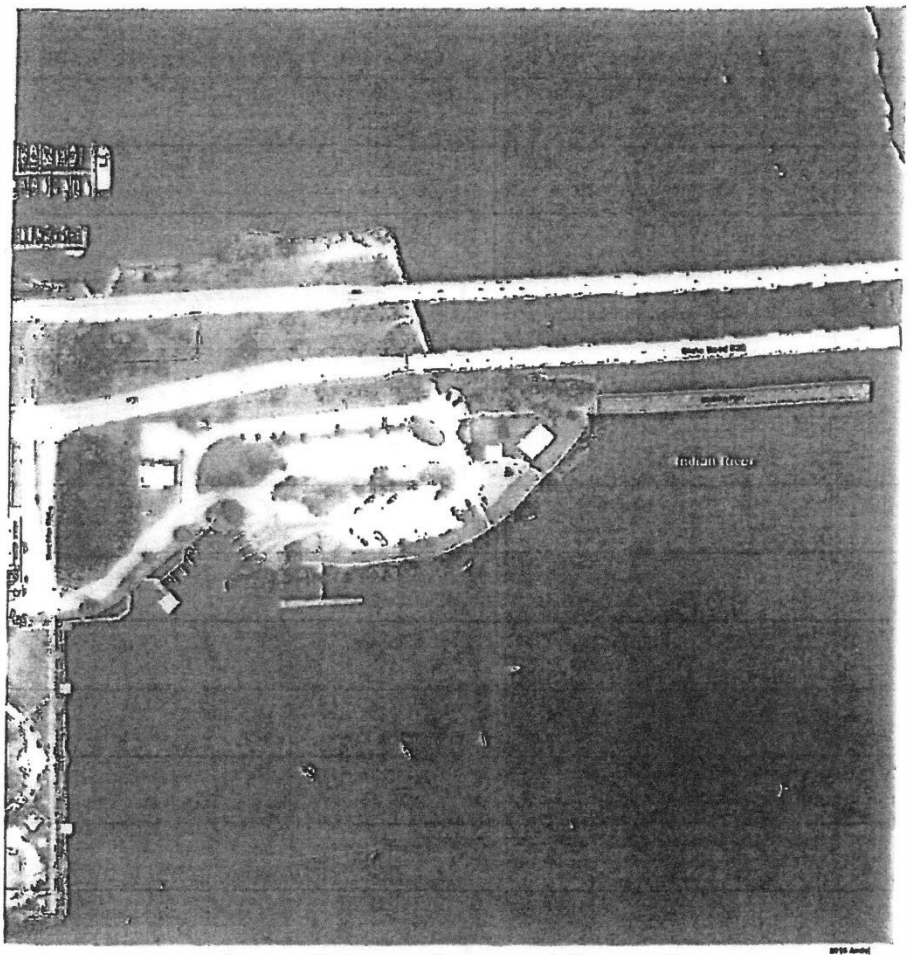
2725 Judge Fran Jamieson Way
Viera, FL 32940

DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

"EXHIBIT C"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation
2725 Judge Fran Jamieson Way
Viera, FL 32940

INTERLOCAL AGREEMENT
BREVARD COUNTY / CITY OF COCOA
PAGE 15 OF PAGE 16

"EXHIBIT D"

LEE WENNER PARK

ORB 2930, Page 2376;

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

CRA WORKSHOP MATERIALS

RVi Planning + Landscape Architecture

COCOA FLORIDA

SR 520 / US1 CORRIDOR

COMMUNITY VISIONING

COMMUNITY WORKSHOP – AGENDA

- Team Introductions
- Why are we here?
- Study Area
- What's Zoning and Future Land Use?
- The SR 520 and US 1 Challenge
- Community Visioning
- Team Breakouts
- Question & Answer Session

COMMUNITY WORKSHOP – WELCOME!

Project Team

- RVi Planning & Landscape Architecture
  - *Ryan Seacrist, PLA, ASLA, Vice President - Principal*
  - *Alexis Crespo, AICP, Vice President of Planning*
  - *Stephen Noto, AICP, Director of Planning*
  - *Patrick Murray, Planning Project Manager*
- City of Cocoa
  - *Mayor Blake*
  - *Stockton Whitten, City Manager*
  - *Kristin Eick, Assistant City Attorney*
  - *Lucilene Ribeiro, Planner*
  - *Jennifer Webster, Planner*

COMMUNITY WORKSHOP - VISIONING

- RVi Planning and Landscape Architecture is completing a zoning and land use compatibility study of the SR 520 and US 1 corridor
- The are a number of properties within the corridor that have Zoning Districts that are not in compliance with their Future Land Use (FLU) Category
- This creates a consistency issue with the Comprehensive Plan

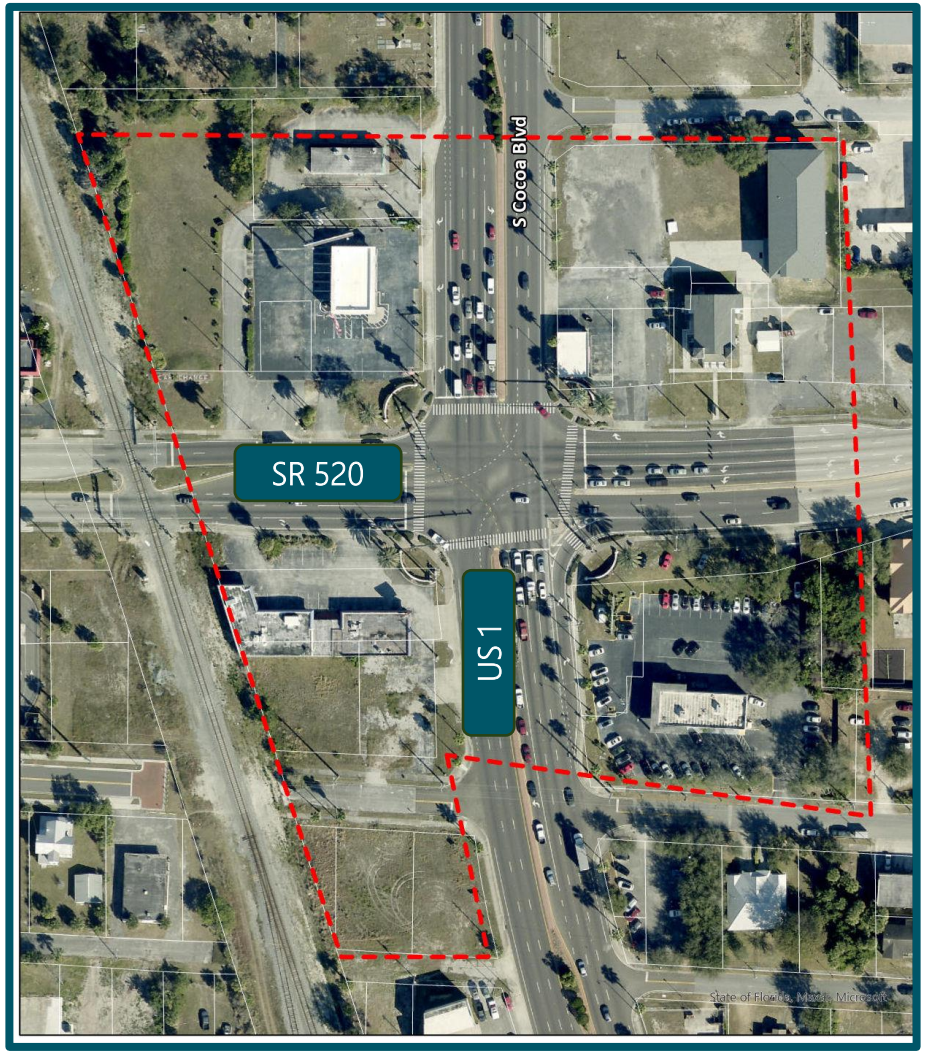
VISIONING STUDY AREA

- The Four Corners has been identified as a vital intersection that acts as an into the core of the City of Cocoa
- It is the intersection of the Diamond Square and Cocoa CRAs
- It is also an entrance into Cocoa Village
- Given this strategic location, it is the start of this visioning

FOUR CORNERS VISIONING AREA

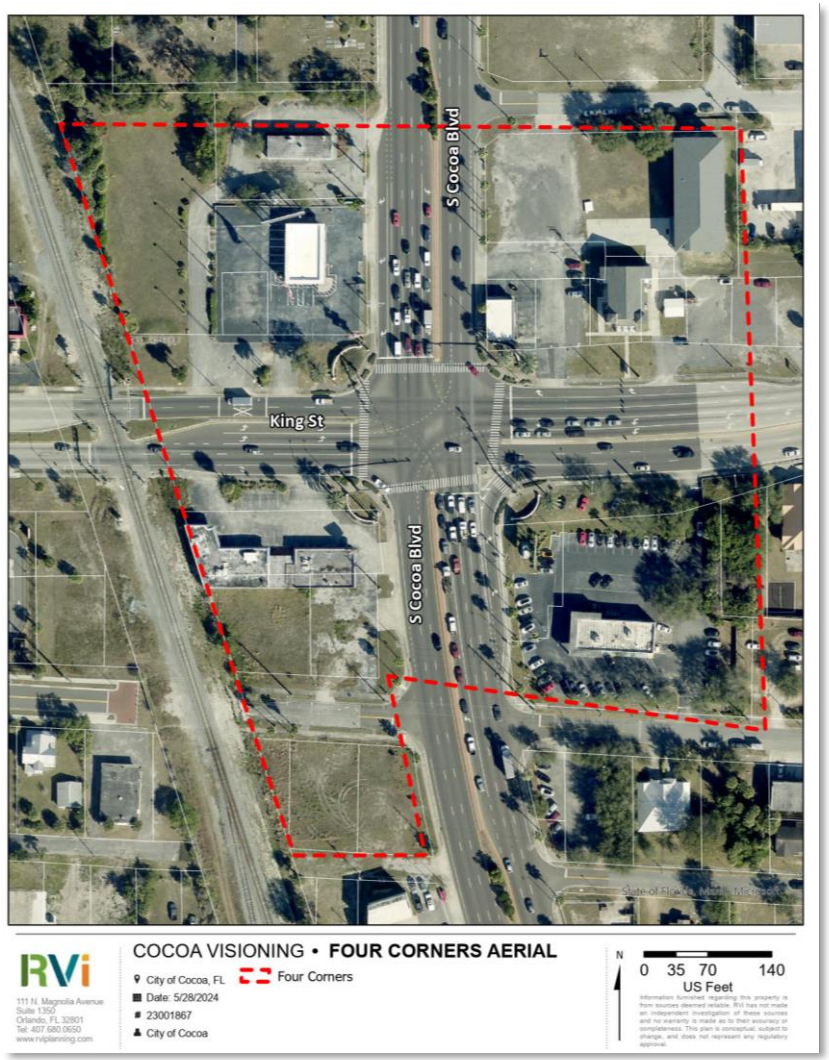
- The Four Corners generally consists of properties that are abutting SR 520 and US 1. The northern boundary is St. Johns St., and the southern boundary is Stone St.

- There are twenty-two (22) parcels within the study area, with six (6) different property owners



FOUR CORNERS

- This study will review the existing condition of the Four Corners.
- We want to understand through analysis how the Mixed-Use vision is currently being implemented.
- If there are gaps in the vision, we want to create opportunities for a shared theme for not only this intersection, but the corridor as a whole.



WHAT IS FUTURE LAND USE?

- Every property in the City is designated within a future land use designation to ensure property is developed in a safe manner that protects the community long-term

- A Future Land Use (FLU) Designation is a generalized map with broad descriptions such as

  - ✓ Residential
  - ✓ Commercial
  - ✓ Industrial

- The Future Land Use Map dictates the properties general type of use, intensity (square footage of commercial) and density (# of homes per acre), and character.

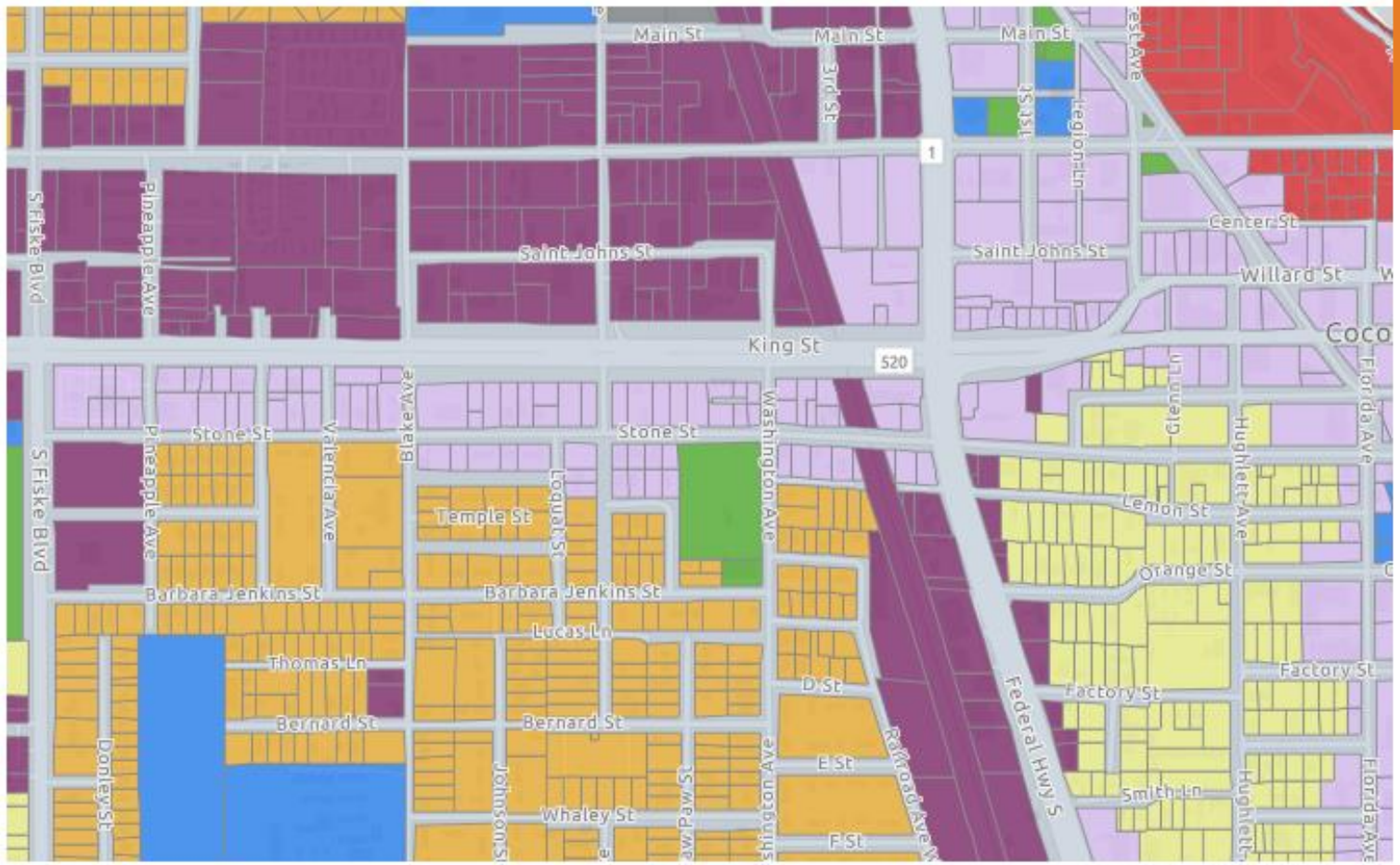
- These designations are assigned on the Future Land Use Map that guides growth in the City for 10+ years so this map does not change frequently

City of Cocoa Future Land Use Map

Future Land Use

- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Commercial
- Mixed Use
- Industrial
- Conservation
- Institutional
- Recreation/Open Space
- Regional Activity Center
- County Zoning

Cocoa City Boundary



WHAT IS ZONING?

- Every property in the City is also assigned a zoning district to ensure what is built is safe, attractive and compatible with the neighboring properties

- A Zoning District regulates very specific uses such as:

  - ✓ Single family home
  - ✓ "Multi-family" buildings/apartments
  - ✓ Medical office
  - ✓ Bank

- Zoning also establishes setbacks, building height, and other standards, i.e. homes must be 25 feet from a street or no more than 35 feet tall

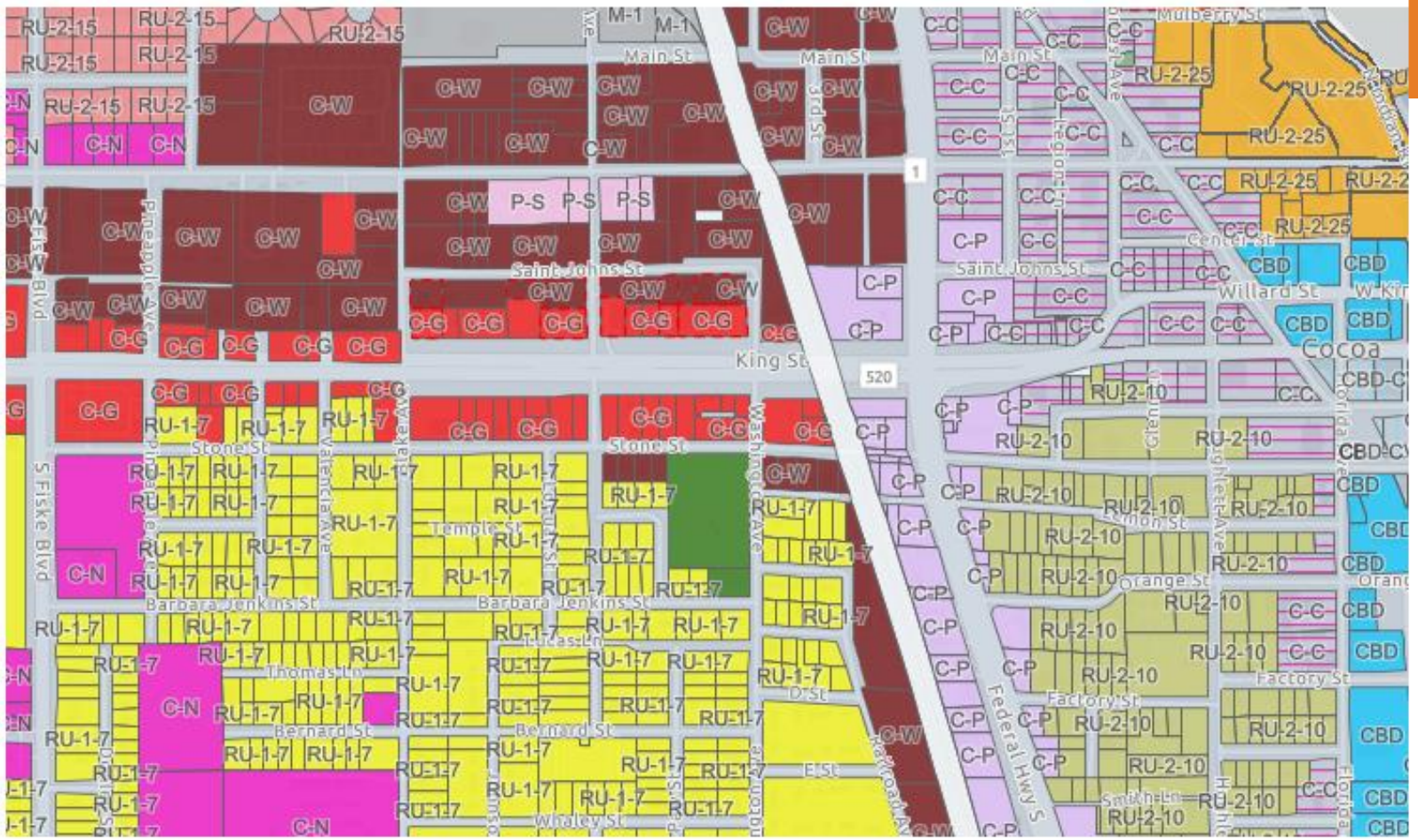
- This map changes more frequently than the Future Land Use Map, i.e. when a bank converts to a day care the zoning map may need to change

City of Cocoa Zoning Map

Split Lots

Cocoa Zoning

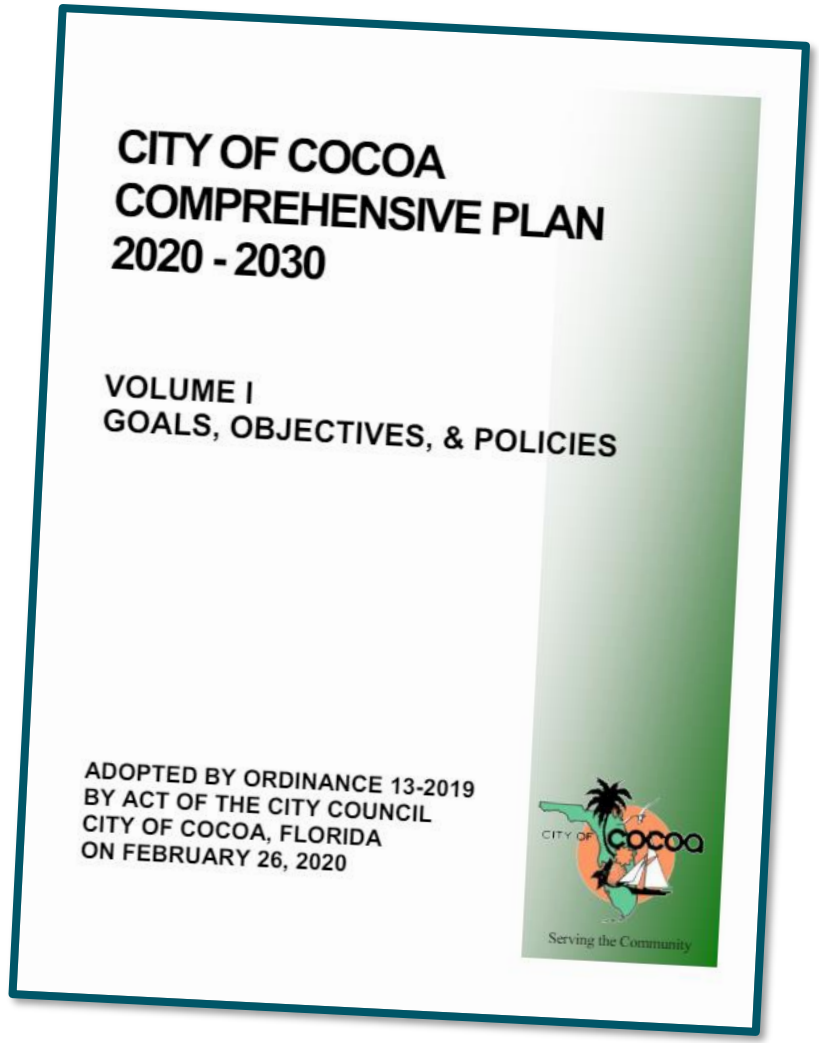
- RA - Residential Agricultural
- RR-1 - Rural Residential
- RE - Residential Estate
- RU-1-7 - Single-Family Residential
- RU-1-7a - Single-Family Residential
- RU-2-10 - Low Density Single & Multiple Family Residential
- RU-2-15 - Multiple Family Dwelling
- RU-2-15 and C-G
- RU-2-25 - Multiple Family Dwelling
- RM-3 - Planned Residential for Mobile Home Park



FOUR CORNERS MIXED USE FUTURE LAND USE

- The Mixed-Use FLU is intended to provide a mix of uses, such as residential, commercial, office, recreational and institutional.

- The Comprehensive Plan has multiple criteria in determining where the MU category is placed, and includes public transit, a compact and walkable environment, unified architectural and streetscape themes, and mixed-use buildings.

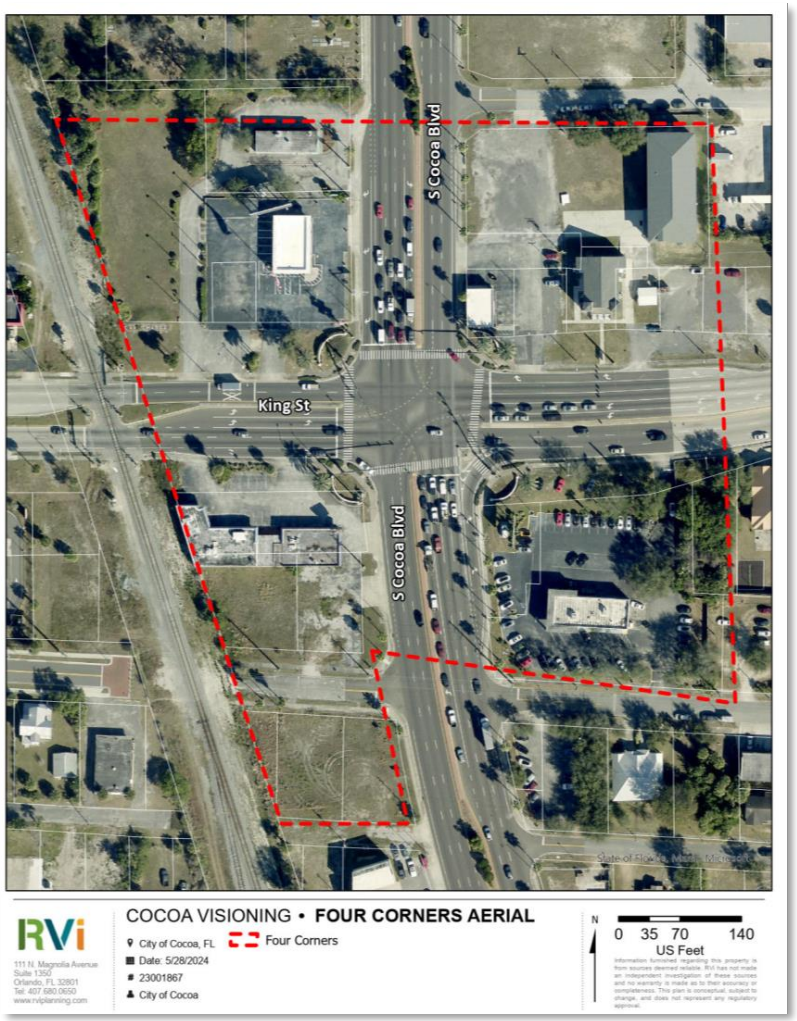


WHAT IS URBAN "MIXED USE" DEVELOPMENT

Source: Business Observer

FOUR CORNERS ZONING ISSUE

- All of the properties within the Study Area have a zoning district of "C-P", Commercial Parkway.
- The C-P zoning district allows for a variety of commercial uses, with a focus on areas located adjacent to a main highway approach into the City.
- *Most of the permitted uses are very auto-oriented and not always supportive of pedestrian friendly designations for the community*

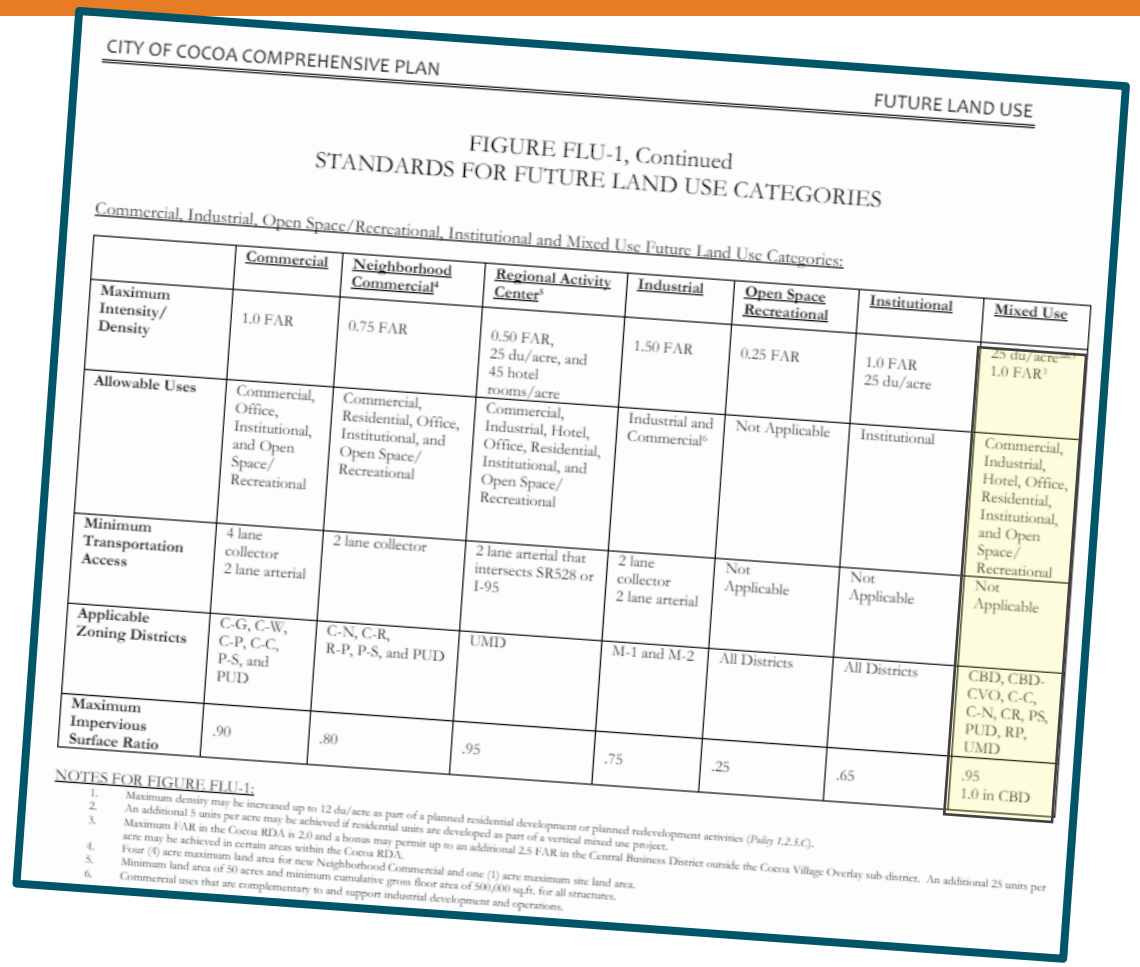


WHAT IS "AUTO ORIENTED" DEVELOPMENT

Source: Crexi

ZONING AND LAND USE – WHAT IS THE ISSUE?

- The C-P is not consistent with Mixed-Use.
- The zoning districts that are consistent, outside of the Central Business District, don't encourage an urban form that encourages a mixture of uses or pedestrian oriented scale to be expected of a mixed-use area.



CITY OF COCOA COMPREHENSIVE PLAN — FUTURE LAND USE

FIGURE FLU-1, Continued
STANDARDS FOR FUTURE LAND USE CATEGORIES

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed Use Future Land Use Categories:

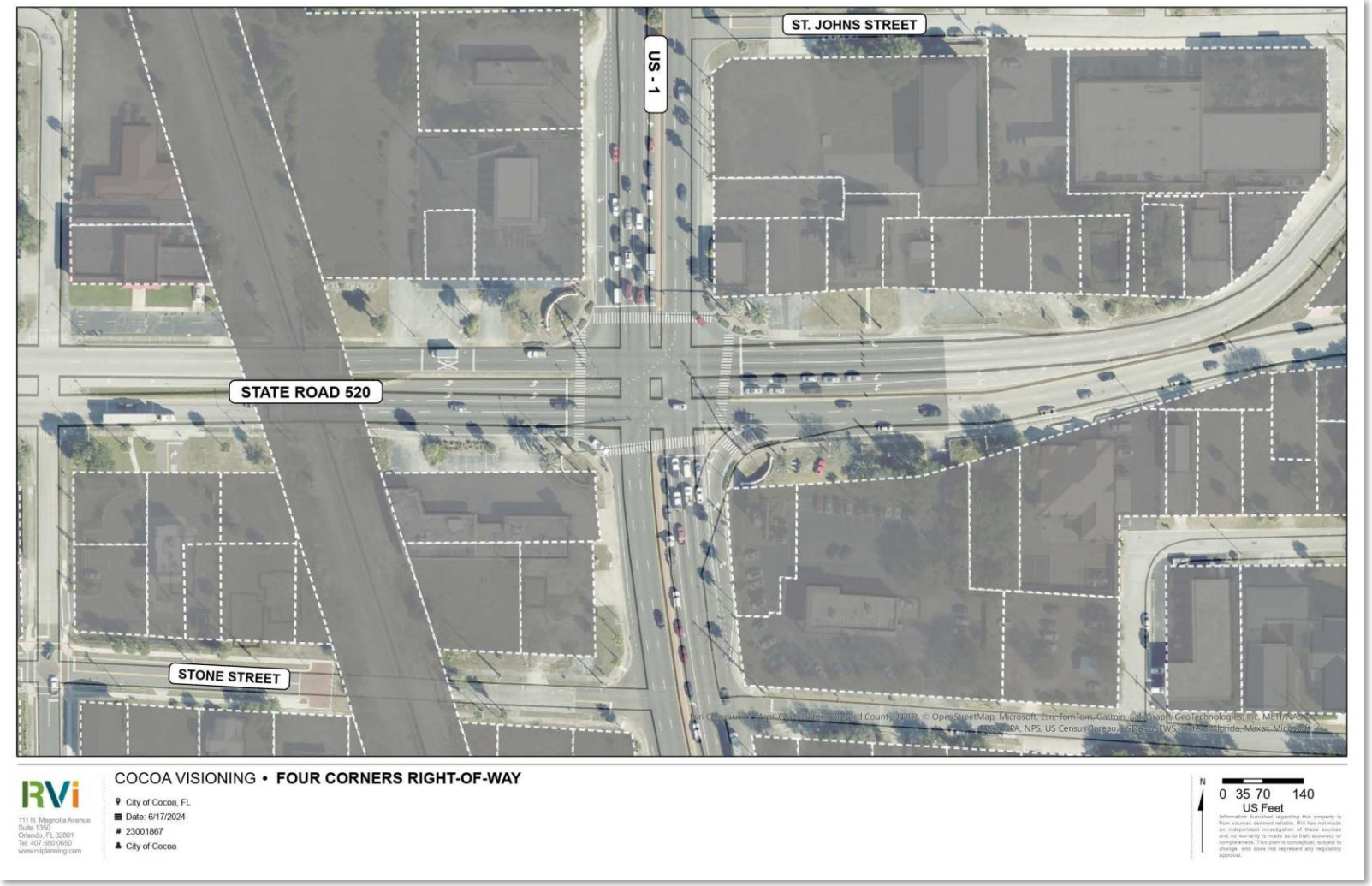
	Commercial	Neighborhood Commercial[4]	Regional Activity Center[5]	Industrial	Open Space Recreational	Institutional	Mixed Use
Maximum Intensity/ Density	1.0 FAR	0.75 FAR	0.50 FAR, 25 du/acre, and 45 hotel rooms/acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[1,2] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	2 lane arterial that intersects SR528 or I-95	2 lane collector 2 lane arterial	Not Applicable	Not Applicable	Not Applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, and PUD	C-N, C-R, R-P, P-S, and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, CR, PS, PUD, RP, UMD
Maximum Impervious Surface Ratio	.90	.80	.95	.75	.25	.65	.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

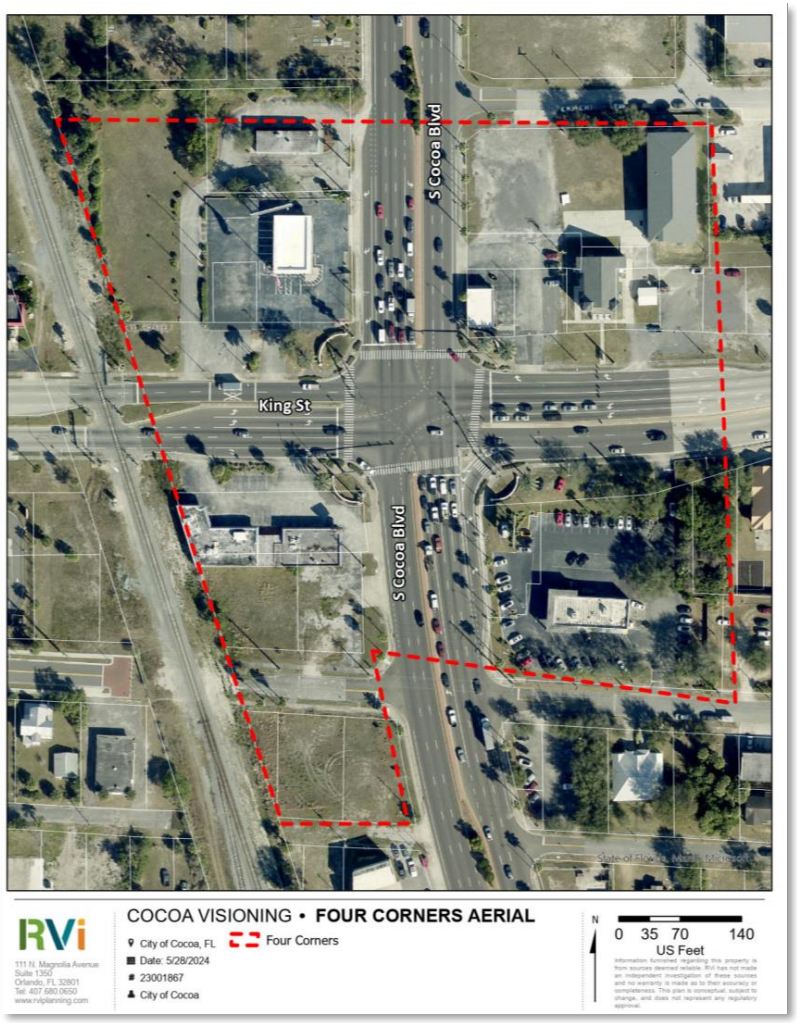
1. Maximum density may be increased up to 12 du/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq.ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.

RIGHT OF WAY CHALLENGES

- The SR520 ROW is 200’ wide in certain areas.
- Some properties have private parking that extend into the ROW.
- This impacts site design and ROW improvements.
- Does allow for opportunities for pedestrian and multi-modal improvements.



FOUR CORNERS – EXISTING CONDITIONS



FOUR CORNERS – EXISTING CONDITIONS

- 209 & 219 S. Cocoa Blvd.
- Papa Johns and Multiple-use office building
- Office building previously operated as an auto sales lot

FOUR CORNERS – EXISTING CONDITIONS

1. The site is single-use with no building frontage up to the street.

2. There is no street landscaping.

3. Due to the location of the building, parking, sidewalks, and other infrastructure, there is no pedestrian scale or encouraged level of walkability.

4. There is a Space Coast Area Transit stop available (520 Connector), but no bus shelter. This does not encourage use of multi-modal transportation options.

5. Aside from the Cocoa entry identification sign, the intersection would benefit from landscaping, higher visibility pedestrian crossings, and an intersection enhancement.

FOUR CORNERS – EXISTING CONDITIONS

- 220 N. Cocoa Blvd. & 474 W. King St.
- Smoke shop, parking lot, & Church.
- Smoke shop was previously a payday loans business.

FOUR CORNERS – EXISTING CONDITIONS

1. It is a single-use structure, however the building is brought to the street.

2. There is minimal landscape between the structure and the sidewalk.

3. Aside from the Cocoa entry identification sign, the intersection would benefit from landscaping, higher visibility pedestrian crossings, and an intersection enhancement.

FOUR CORNERS – EXISTING CONDITIONS

- 304 S. Cocoa Blvd.
- CARite of Cocoa
- Has operated as a car sales lot for over twenty years

FOUR CORNERS – EXISTING CONDITIONS

1. Traditional auto-oriented use with building setback from the street with a parking lot separating.

2. Perimeter landscaping includes palm trees but lacks a pedestrian level hedge row to buffer the use from the roadway.

3. Recent DOT improvements included the removal of a turn lane from US1 to SR520 and widening of pedestrian walkway, which improves the pedestrian experience.

4. Intersection would benefit from landscaping, higher visibility pedestrian crossings, and an intersection enhancement.

FOUR CORNERS – EXISTING CONDITIONS

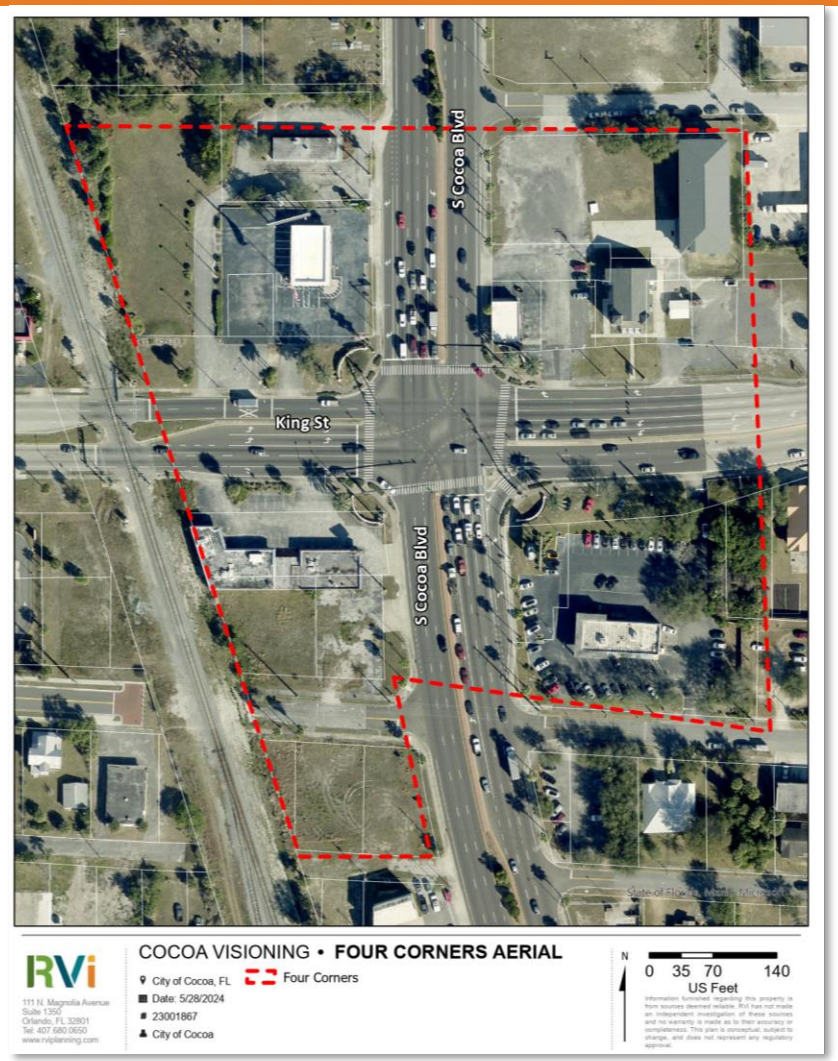
- 301 S. Cocoa Blvd.
- Currently vacant
- Multiple curb-cuts on US1 and SR 520
- Previously consisted of multiple retail buildings

FOUR CORNERS – EXISTING CONDITIONS

- Site has greatest chance for success due to it being vacant.
- Multiple challenges due to existing on-site easements and curb cuts.
- Pedestrian scale can be achieved through proper site design in building location, landscape, and location of infrastructure.

FOUR CORNERS – EXISTING CONDITIONS

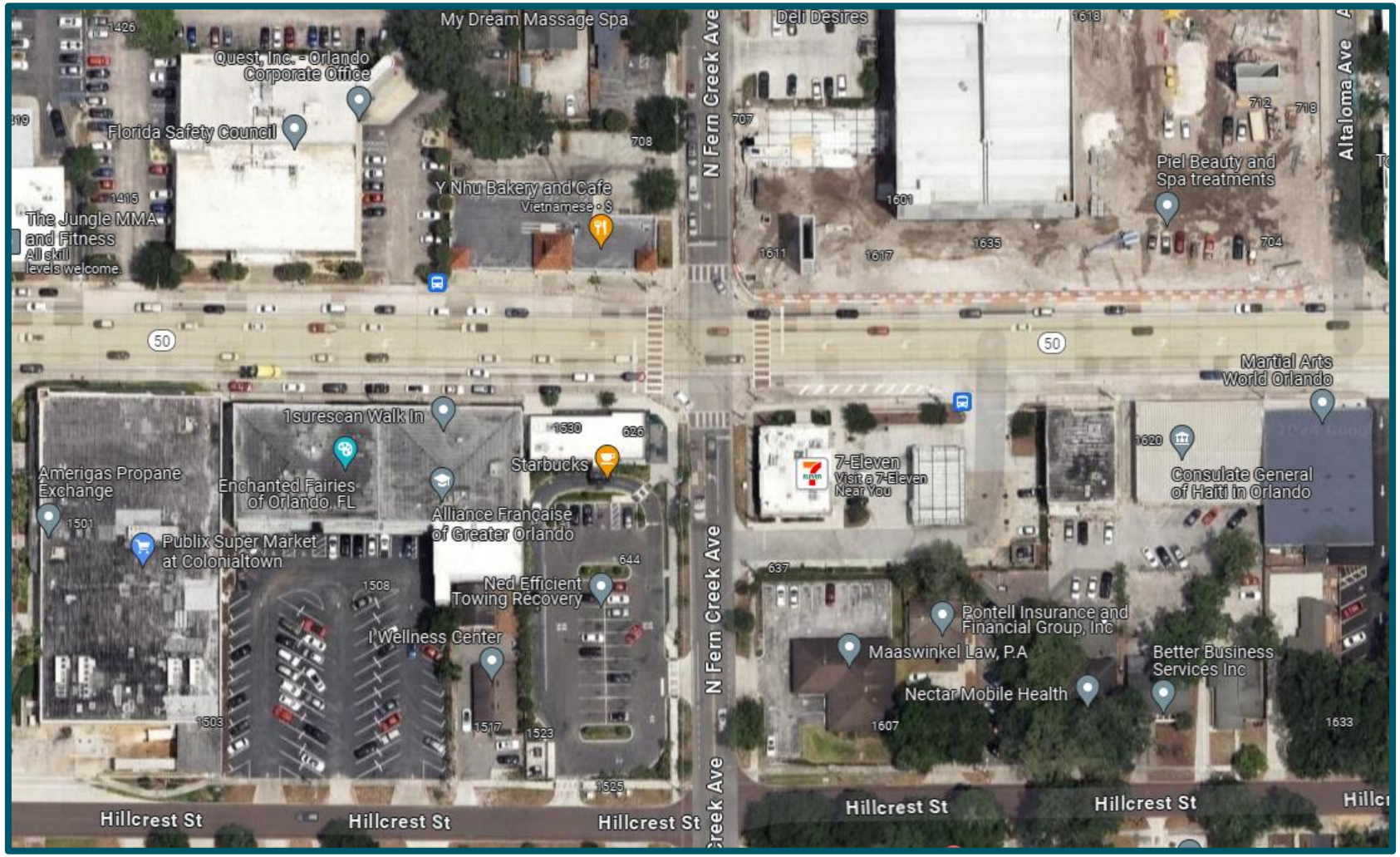
- On the whole, the intersection struggles with auto-oriented uses that are not at a pedestrian scale to encourage walkability.
- This isn't all due to the buildings: the SR 520 right-of-way is so large that building setbacks seem exaggerated due to the lack of landscaping and pedestrian or transit amenities.
- Due to the ROW width, traffic counts, and railroad infrastructure, it can be difficult to create a pedestrian scale environment typically seen in a mixed-use neighborhood.



FOUR CORNERS – THE VISION

Knowing that the vision is a mixed-use corridor, while understanding the conditions brought by two major state roadways, there are real world strategies to improve the aesthetics of the corridor through design. These aesthetics impact the use of the site.

FOUR CORNERS – REAL WORLD EXAMPLES



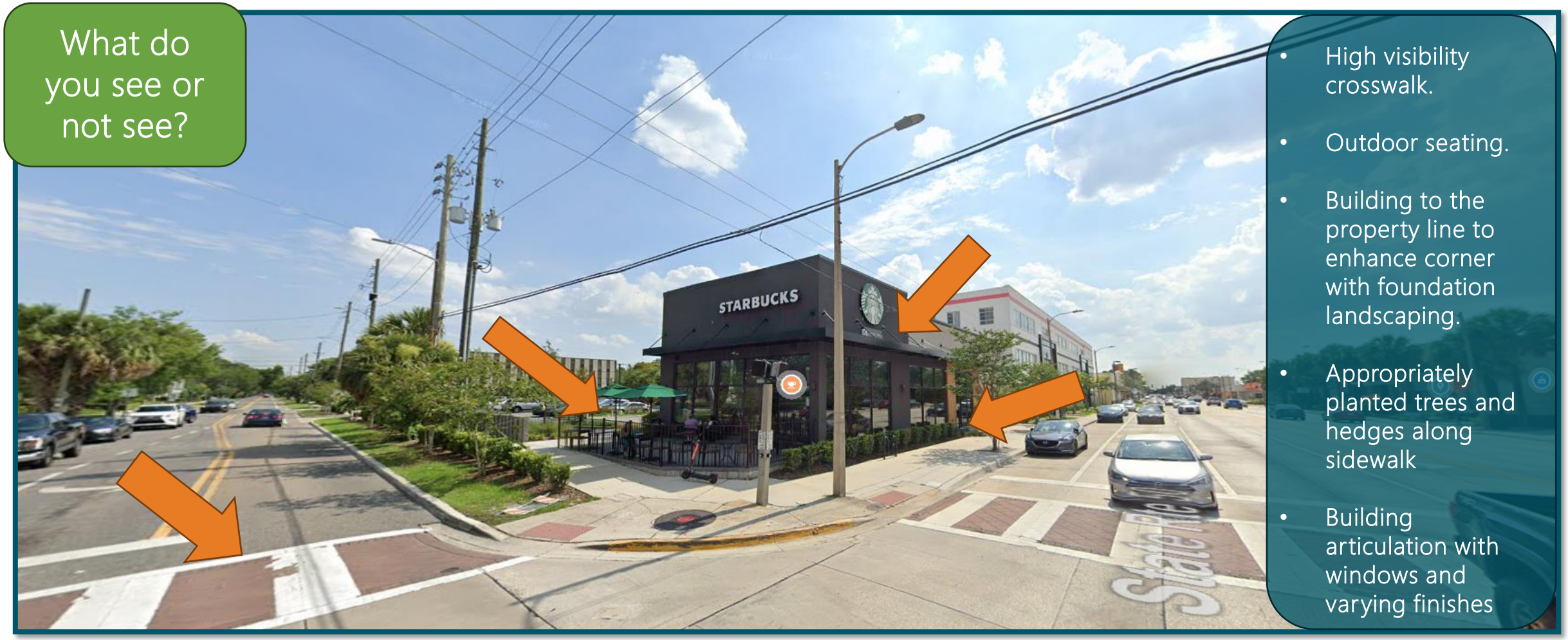
FOUR CORNERS – REAL WORLD EXAMPLES

REAL WORLD EXAMPLES

What do you see or not see?

REAL WORLD EXAMPLES

What do you see or not see?



- High visibility crosswalk.
- Outdoor seating.
- Building to the property line to enhance corner with foundation landscaping.
- Appropriately planted trees and hedges along sidewalk
- Building articulation with windows and varying finishes

REAL WORLD EXAMPLES

Drive-Thru is hidden!

- Hidden drive-thru with internal flow.
- Stem wall to protect pedestrians and improve buffer
- Pedestrian scale landscape that is also sensitive to overhead powerlines
- Continued building articulation and finishes with limited signage.

REAL WORLD EXAMPLES

What do you see or not see?

REAL WORLD EXAMPLES

What do you see or not see?

- High visibility crosswalk.
- Building to the property line to enhance corner with foundation landscaping.
- Public entrance from framework road.
- Appropriately planted trees and hedges along sidewalk.

REAL WORLD EXAMPLES

What do you see or not see?

- Stem wall with landscape to enhance buffer and improve pedestrian safety.
- Appropriately located trees away from the overhead powerlines.
- Location of canopy is behind front wall of building, and hidden due to landscape.

REAL WORLD EXAMPLES

What do you see or not see?

REAL WORLD EXAMPLES

What do you see or not see?

- Gas canopy is behind main wall of building.
- Multiple building finishes and articulation points.
- Foundation landscaping.
- Limited signage.
- Public art to enhance the corner and pedestrian experience.

REAL WORLD EXAMPLES

2474 and 2504 S. Orange Ave., Orlando, FL

REAL WORLD EXAMPLES

4120 SR 46, Sanford, FL

FOUR CORNERS – IMPLEMENTING A VISION

FOUR CORNERS – THE VISION

FOUR CORNERS – IMPLEMENTING A VISION

FOUR CORNERS – THE VISION

FOUR CORNERS – IMPLEMENTING A VISION

FOUR CORNERS – THE VISION

INTERACTIVE SESSION!

We’re now all urbanists.

We are here this evening to engage with the community for your feedback.

Group Breakout Sessions to discuss Land Use, Built Form, Landscape, Mobility.

NEXT STEPS

After this workshop, RVi will coordinate with City staff to prepare a "Four Corners Overlay" to create design standards for the corridor. This standards will also be considered for the rest of the SR520/US1 corridor that has zoning/FLU inconsistencies.

Public hearings will be held with the Planning and Zoning Board as well as the City Council regarding these code amendments. You have the opportunity to provide your input about this project during those hearings.

QUESTION & ANSWER

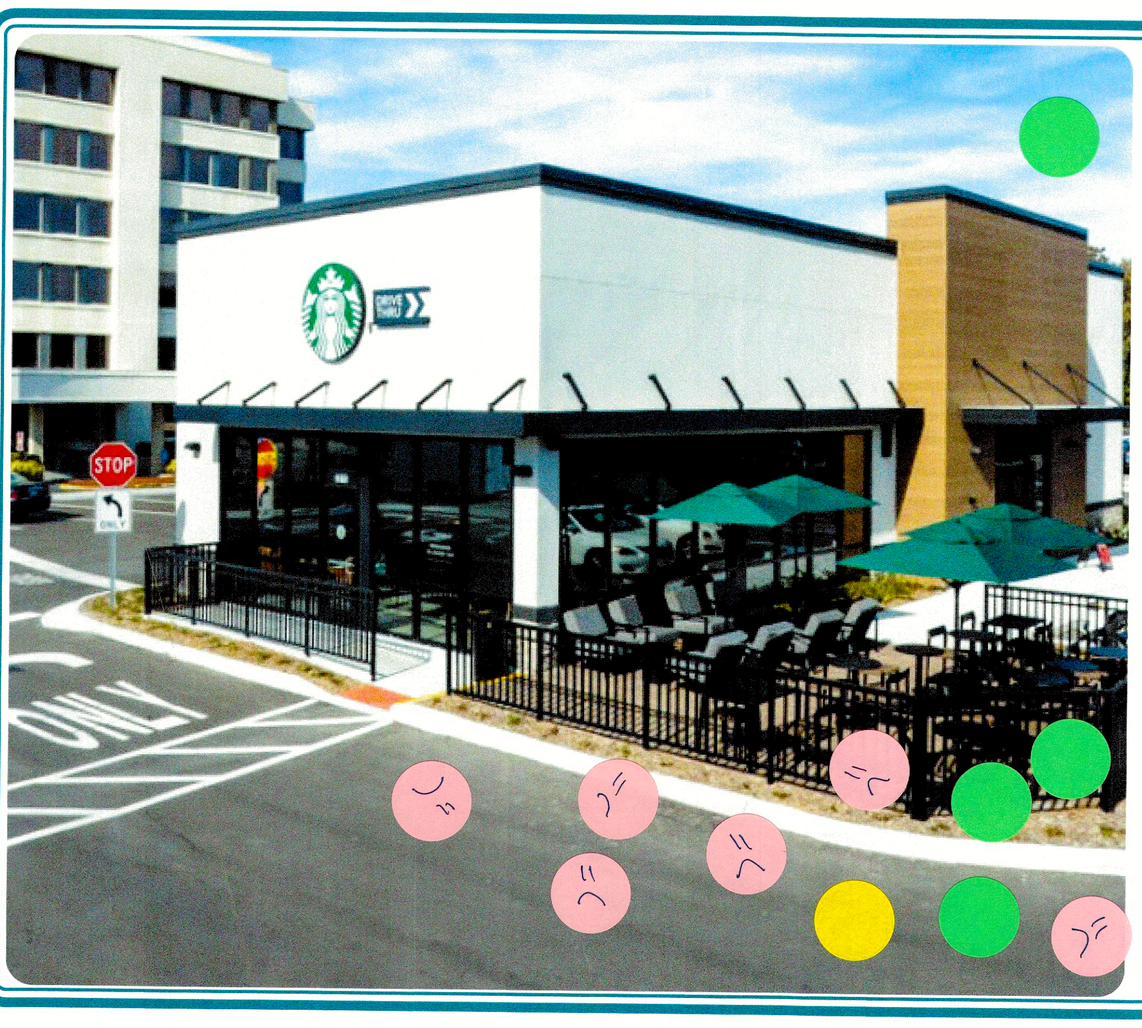
RVi Planning + Landscape Architecture

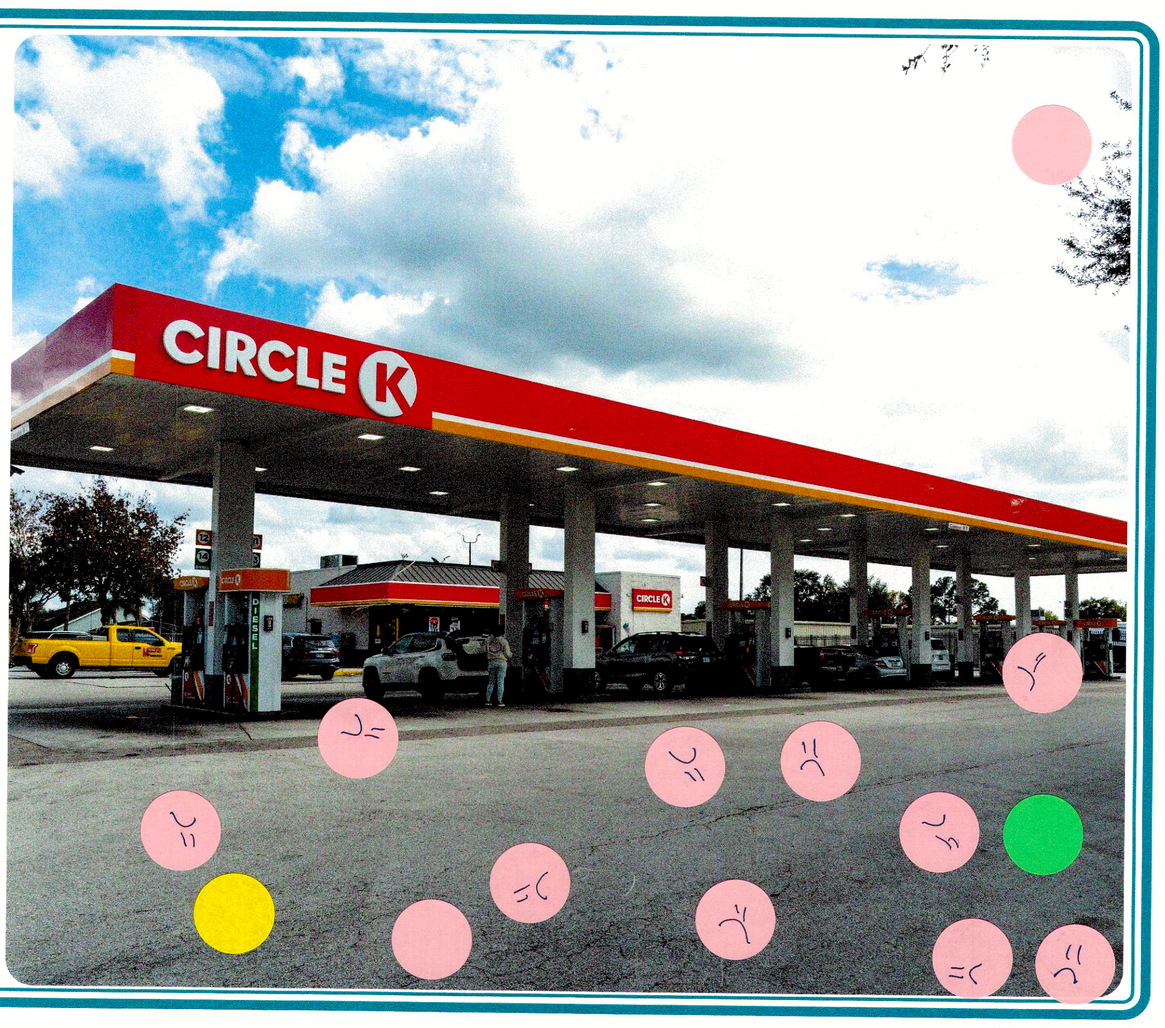
COCOA FLORIDA

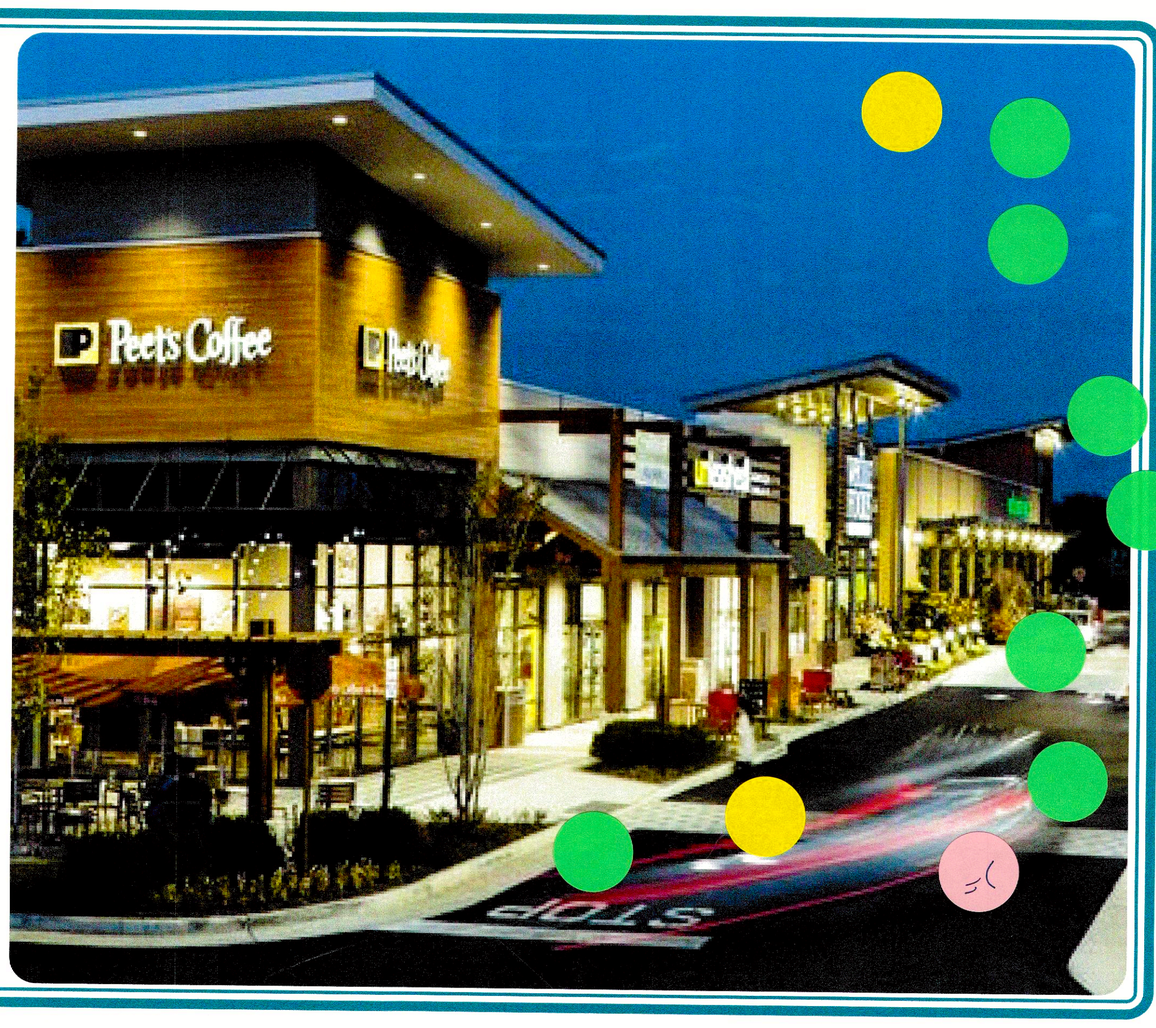
THANK YOU!

LAND USE

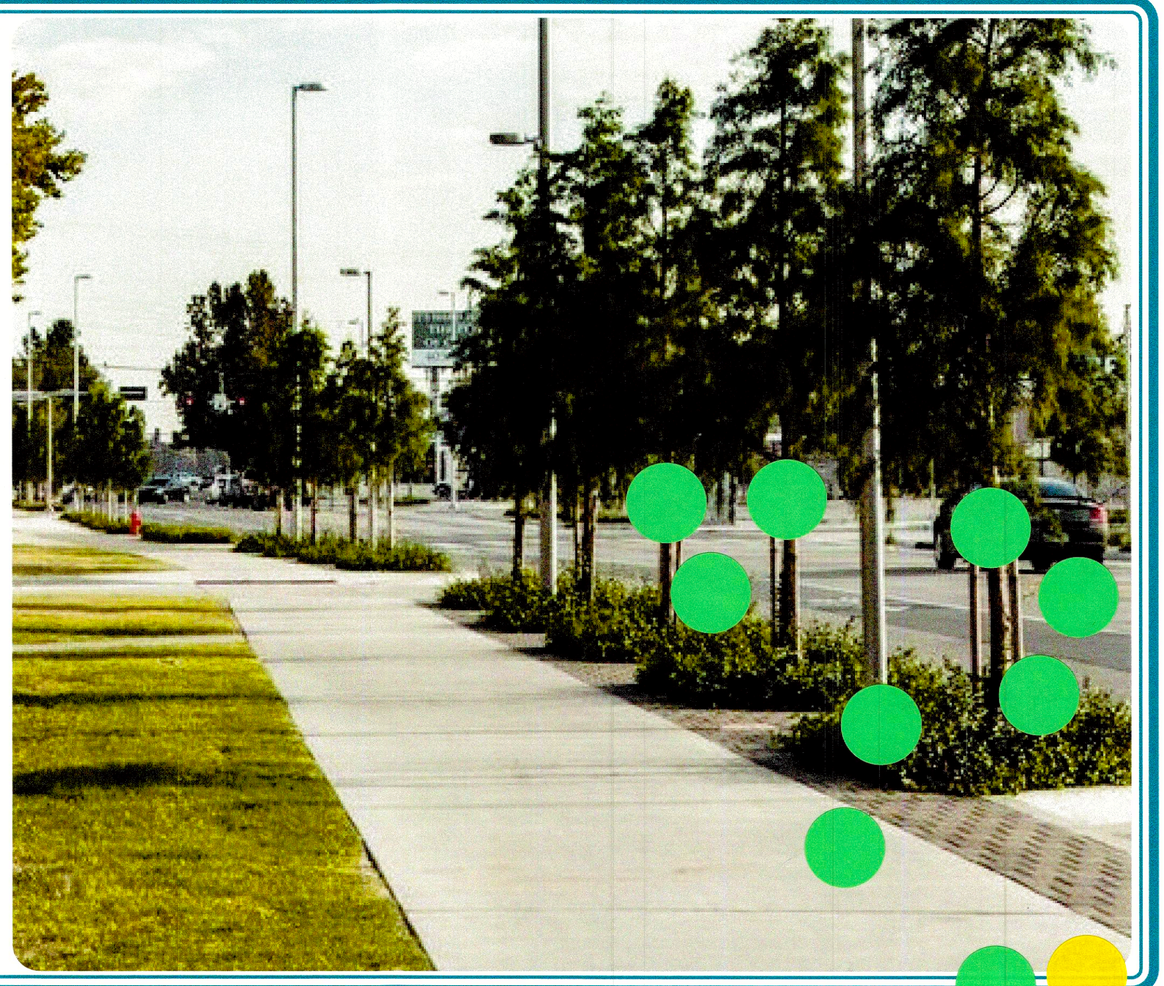
CAR WASH
CREDIT/DEBIT & MEMBERS ONLY


STOP
ONLY

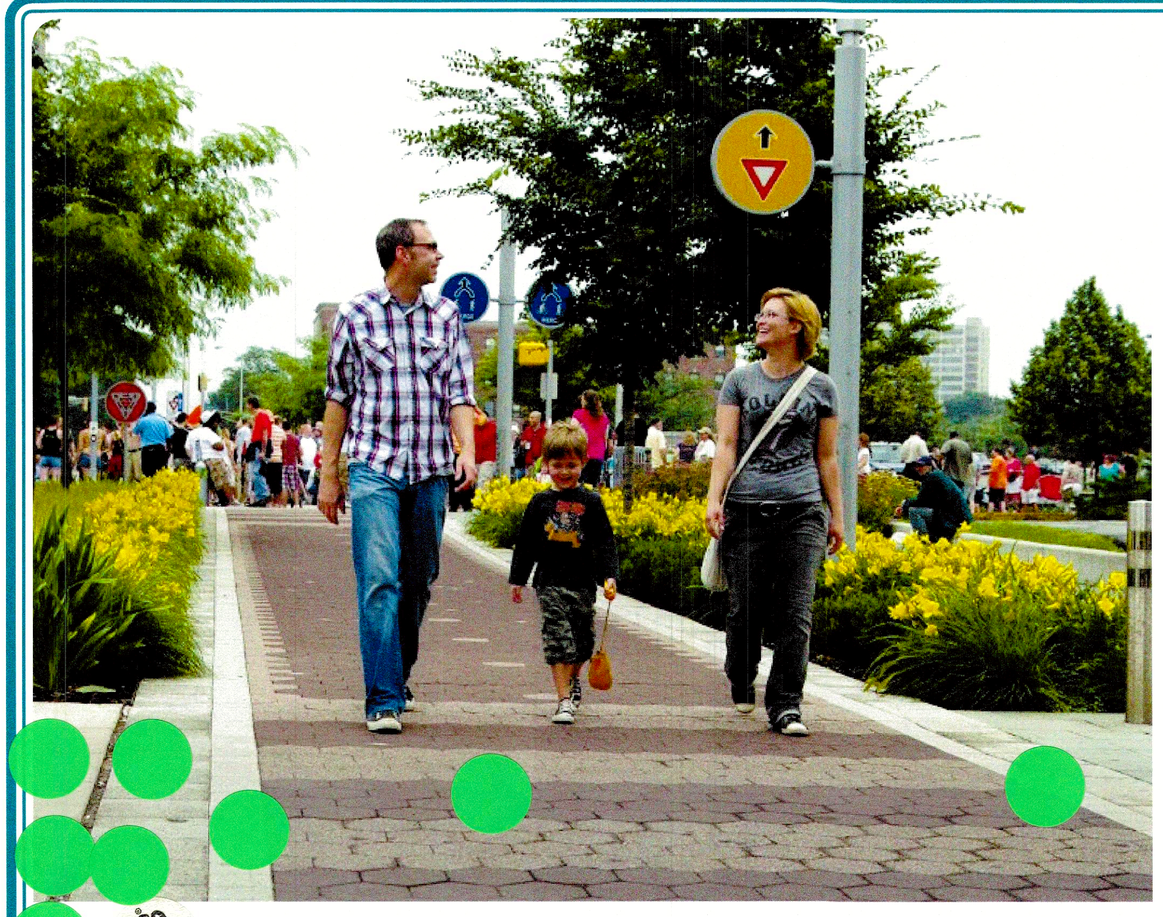

CIRCLE K


Peet's Coffee
STOP

URBAN DESIGN

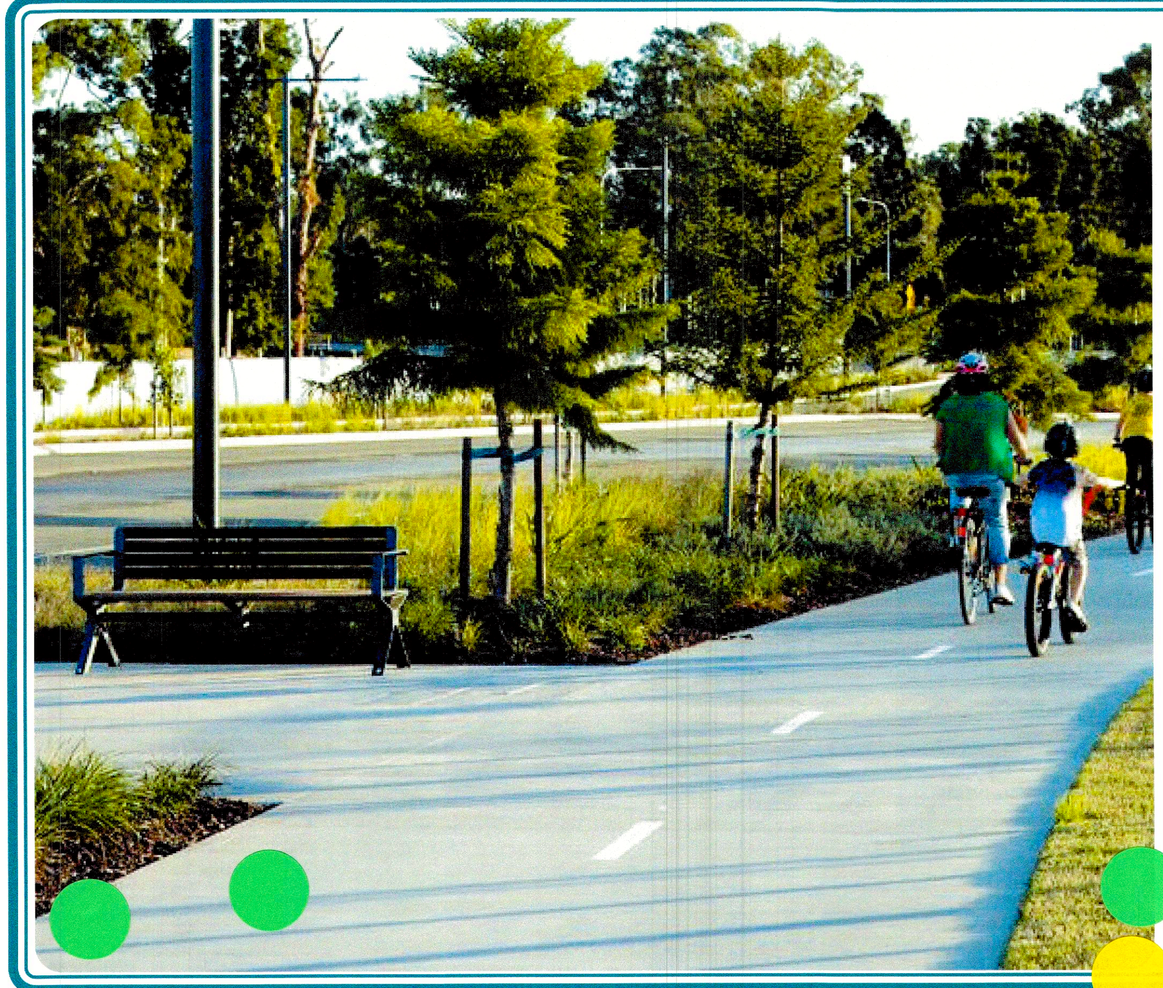


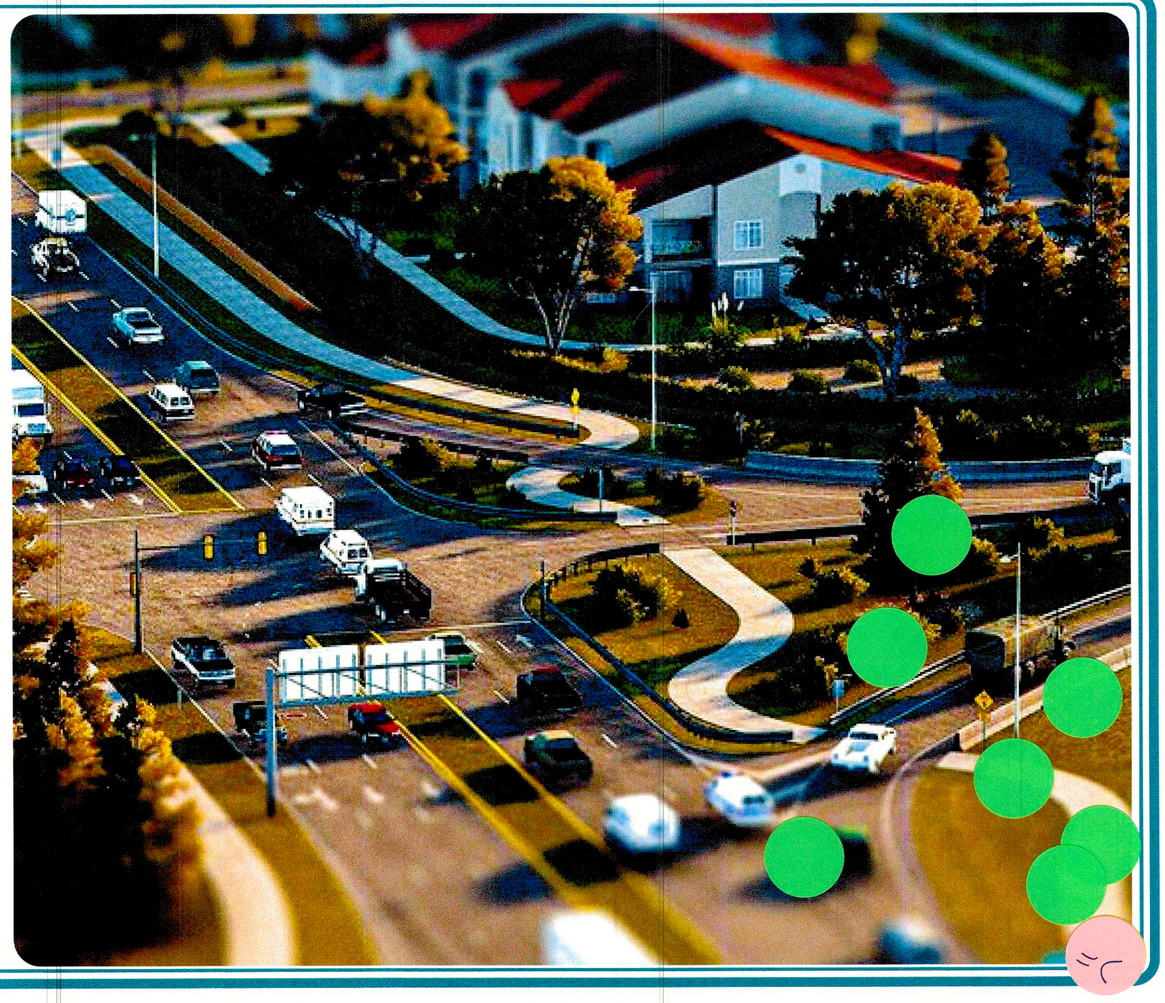
MOBILITY

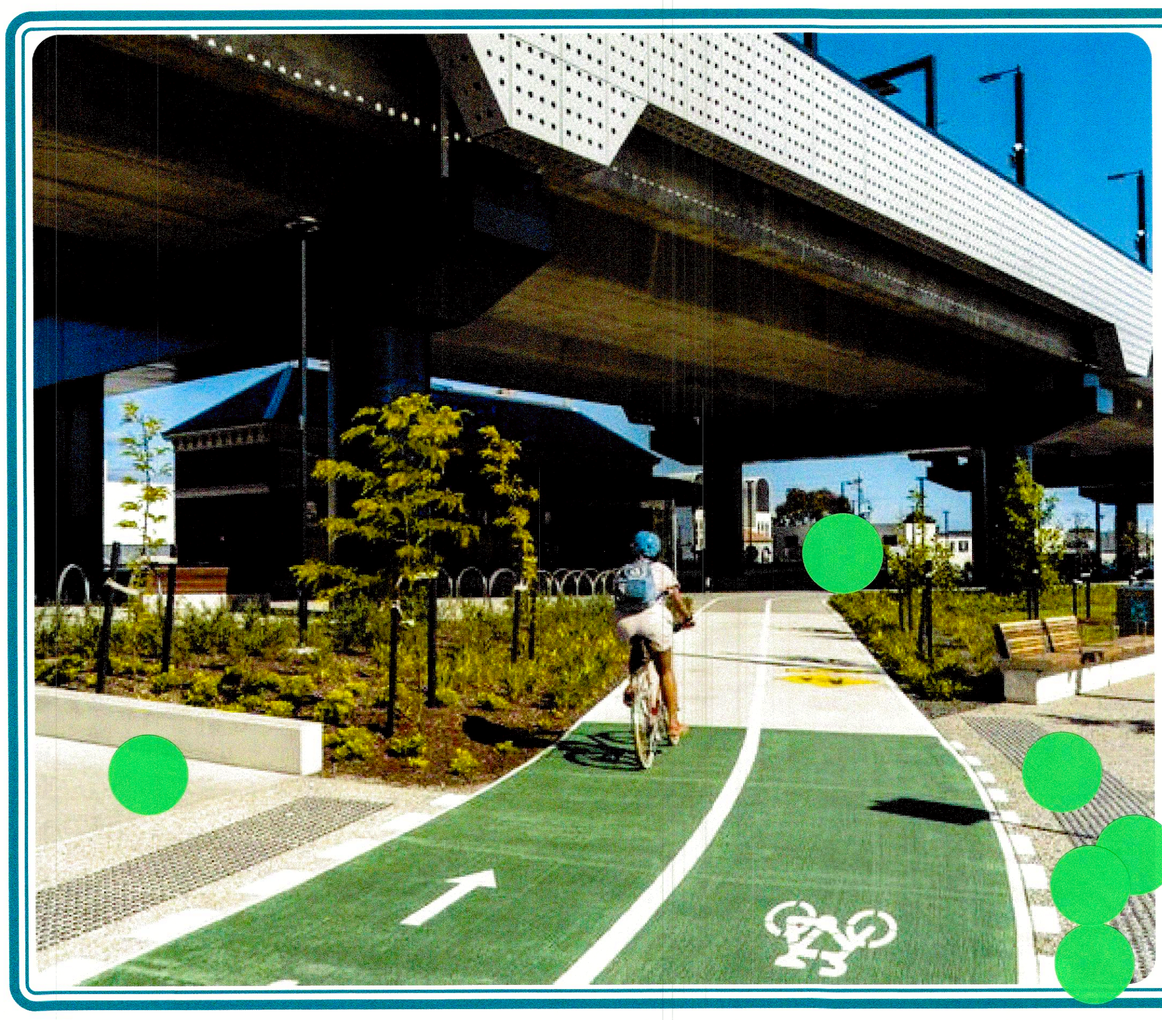


RVi
Open the Outdoors

STREETSCAPE







N

COCOA
FLORIDA

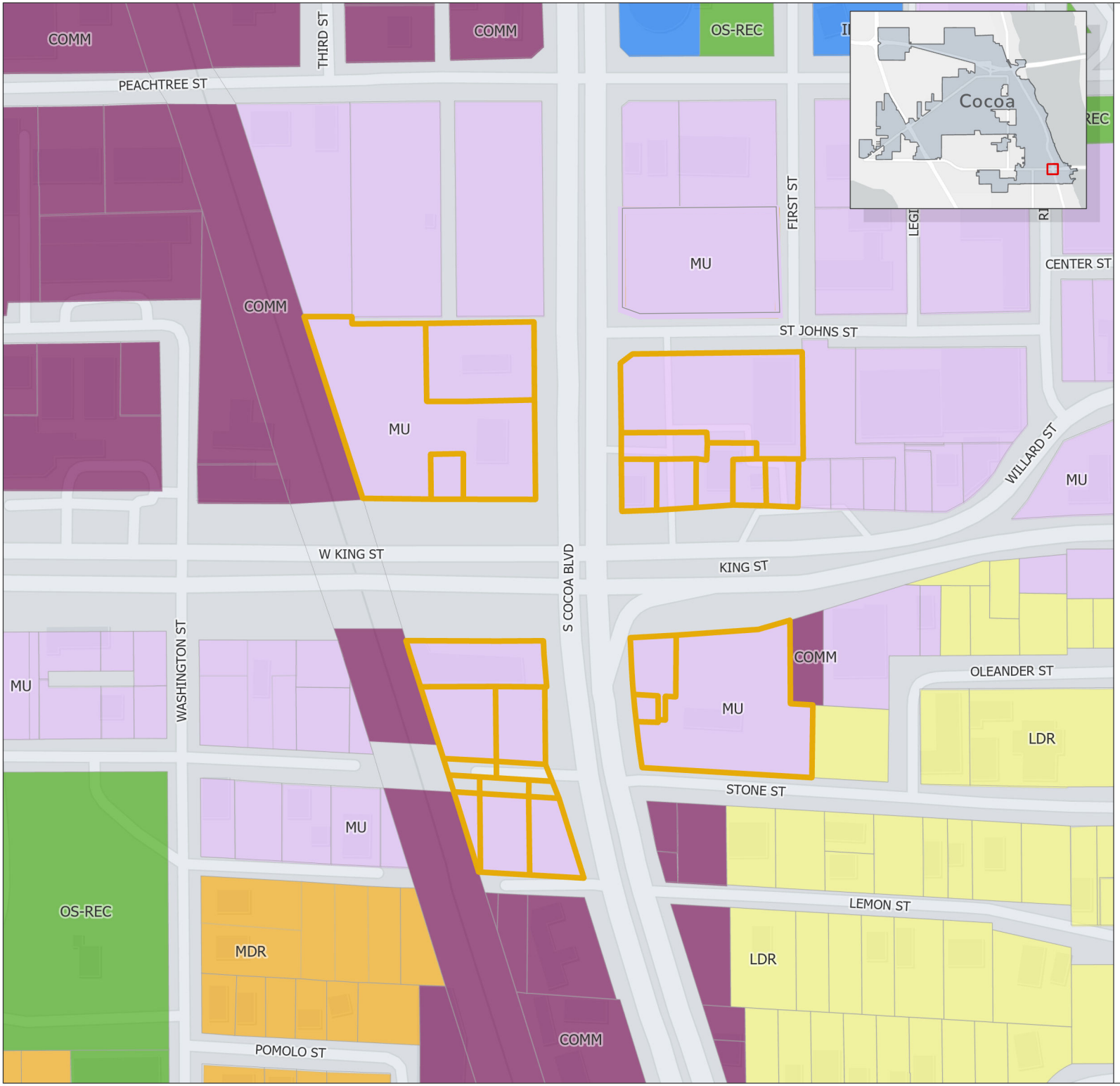
Four Corners Overlay Location

February 24, 2025

- Subject Parcels
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20250221-159001.0.1



Four Corners Overlay Future Land Use

February 24, 2025

Subject Parcels

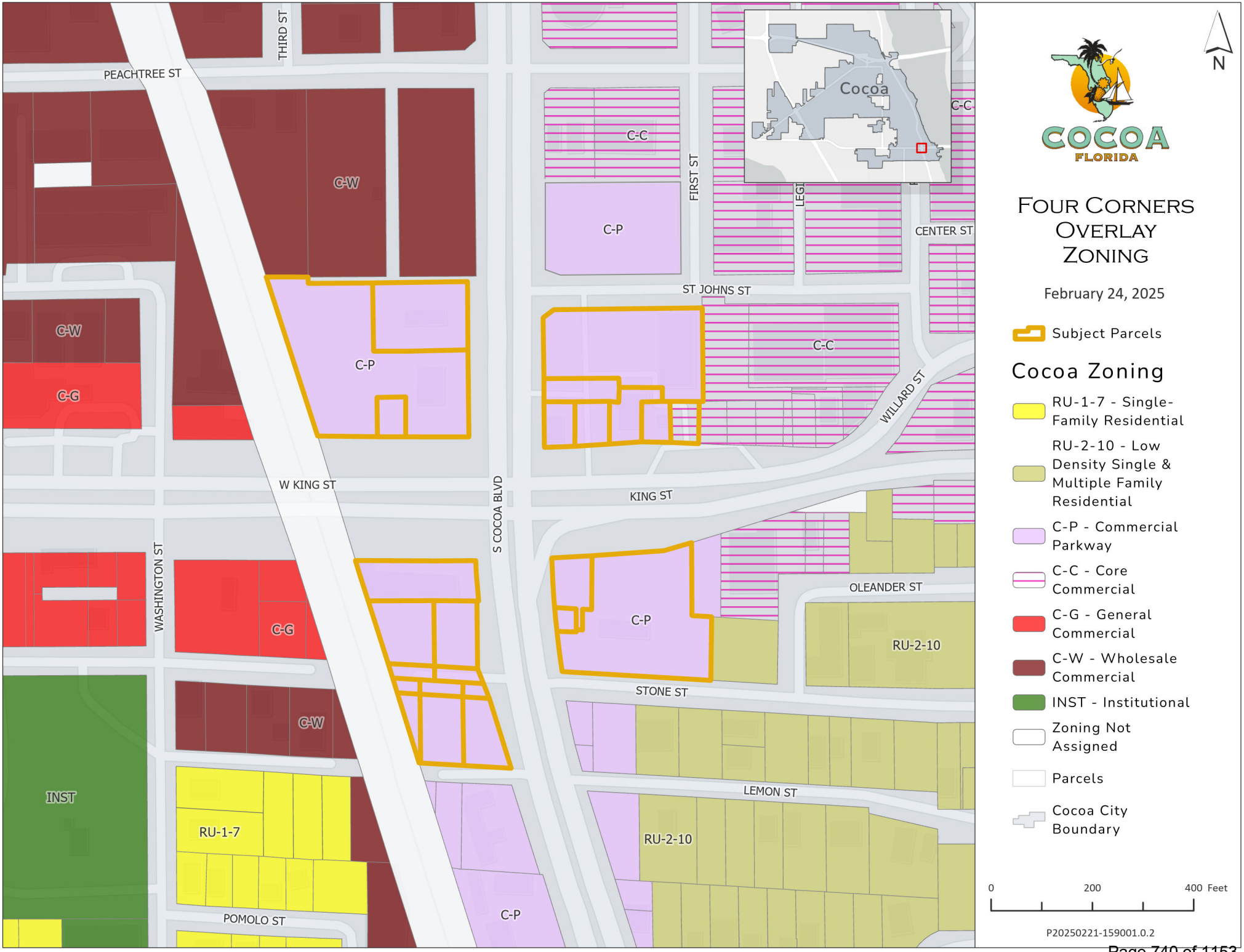
Future Land Use

- Low Density Residential
- Medium Density Residential
- Commercial
- Mixed Use
- Institutional
- Recreation/Open Space
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20250221-159001.0.3


PEACHTREE ST
THIRD ST
C-W
C-C
FIRST ST
C-P
CENTER ST
ST JOHNS ST
C-W
C-G
C-P
C-C
WILLARD ST
W KING ST
S COCOA BLVD
KING ST
WASHINGTON ST
C-G
C-P
OLEANDER ST
RU-2-10
C-W
STONE ST
INST
RU-1-7
LEMON ST
RU-2-10
POMOLO ST
C-P
Cocoa
N
COCOA
FLORIDA
FOUR CORNERS OVERLAY ZONING
February 24, 2025
Subject Parcels
Cocoa Zoning
RU-1-7 - Single-Family Residential
RU-2-10 - Low Density Single & Multiple Family Residential
C-P - Commercial Parkway
C-C - Core Commercial
C-G - General Commercial
C-W - Wholesale Commercial
INST - Institutional
Zoning Not Assigned
Parcels
Cocoa City Boundary
0
200
400 Feet
P20250221-159001.0.2

ORDINANCE NO. 02-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI OF THE CODE OF THE CITY OF COCOA, CREATING AND ADOPTING THE FOUR CORNERS OVERLAY DISTRICT; PROVIDING FOR ITS PURPOSE AND APPLICABILITY; ESTABLISHING PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; PROVIDING FOR PERFORMANCE STANDARDS, INCLUDING SETBACKS, PARKING, LANDSCAPING, AND SIGNAGE REQUIREMENTS; ESTABLISHING BUILDING DESIGN STANDARDS; ESTABLISHING THE BOUNDARIES OF THE FOUR CORNERS OVERLAY DISTRICT, PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBITS "A" AND "B" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, certain properties located near the intersection of State Road 520 and US 1 within the City of Cocoa are currently zoned Commercial Parkway (C-P) and have a Future Land Use designation of Mixed Use in the City of Cocoa's Comprehensive Plan; and

WHEREAS, the Commercial Parkway (C-P) zoning district is not currently an allowable zoning district within the Mixed Use Future Land Use category; and

WHEREAS, the City Council desires to create and adopt a new Four Corners Overlay District (FCOD), which shall be a zoning overlay district for certain designated properties currently zoned Commercial Parkway (C-P) with a Mixed Used Future Land Use designation; and

WHEREAS, the City of Cocoa held a visioning workshop on June 17, 2024, requesting public input from the City's residents regarding solutions for streetscape, land use, mobility, and urban design considerations to implement the goals and objectives of the Mixed Use Future Land Use designation within the Four Corners area as described herein, the results of which were presented to the City Council, Cocoa Community Redevelopment Agency, and the Diamond Square Redevelopment Agency for further feedback on August 13, 2024, August 5, 2024, and August 19, 2024, respectively; and

WHEREAS, all properties within the FCOD are located within the Cocoa Community Redevelopment Area, and the FCOD is also intended to implement the Cocoa Redevelopment Agency Redevelopment Plan, as amended, which calls for a long-range strategy to utilize the FCOD properties as key gateways into the City of Cocoa and, specifically, the historic Cocoa Village, by promoting high quality development, architecture and wayfinding at the entrance to the City's downtown; and

WHEREAS, the goals and objectives of the Mixed Use Future Land Use designation, Cocoa Community Redevelopment Plan, and the results of the visioning workshop suggest that the FCOD should encourage the development of mixed-use projects, neighborhood-based, small-scale retail and service based uses with enhanced landscaping and architectural standards; and

WHEREAS, the Planning and Zoning Board of the City of Cocoa held a duly noticed public hearing on _____, regarding this Ordinance; and

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

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

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

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

Section 2. **Adoption of the Four Corners Overlay District.** Appendix A, Zoning, Article XI, Schedule of District Regulations, of the Code of the City of Cocoa is hereby amended to add a new Section 23 entitled "Four Corners Overlay District." Said amendments are set forth in full in **Exhibit "A"** attached hereto and fully incorporated herein by this reference.

Section 3. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change incorporating the Four Corners Overlay District for the real property identified and further depicted and described on **Exhibit "B,"** attached hereto and incorporated herein by this reference. City Staff are hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 7. **Effective Date.** This ordinance shall become effective immediately upon the effective date of Ordinance No. 01-2025 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance No. 01-2025 does not become effective, then this Ordinance shall become null and void.

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, CMC
City Clerk

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

EXHIBIT A

Sec. 23. - Four Corners Overlay District

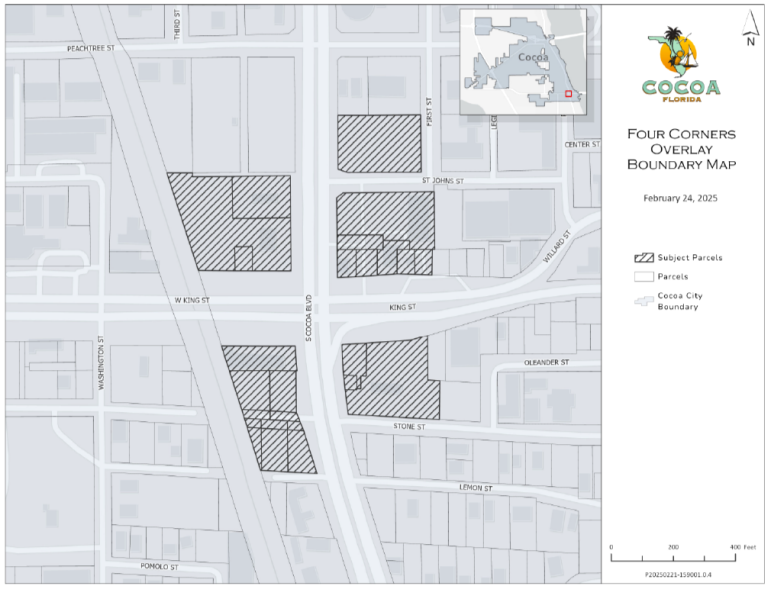
(A) RELATIONSHIP TO THE COCOA REDEVELOPMENT AREA (CRA). The Four Corners Overlay District (FCOD) assists in the implementation of the Cocoa Redevelopment Agency Redevelopment Plan, as amended. All properties within the FCOD are located within the Cocoa Community Redevelopment Area. The Redevelopment Plan provides for a long-range strategy to utilize the FCOD properties as key gateways into the City of Cocoa and, specifically, the historic Cocoa Village, by promoting high quality development, architecture and wayfinding at the entrance to the City's downtown.

(B) PURPOSE. The purpose of the Four Corners Overlay District (FCOD) is to encourage attractive, functional, compact and multi-modal redevelopment of the State Road 520/King Street and US Highway 1 intersection, which serves as a key gateway to the City of Cocoa Redevelopment Area, and more specifically Cocoa Village. The Overlay implements the Redevelopment Plan's vision by establishing urban design standards to improve the built form, community character, aesthetics and function of the "Four Corners" of the intersection.

(C) APPLICABILITY.

1. The FCOD shall apply to those properties depicted in Figure No. FCOD 1. All properties shall have the Mixed Use Future Land Use Designations, as detailed in the City's Comprehensive Plan.

Figure FCOD 1



2. The provisions of this Section, when in conflict with other sections of the Zoning Ordinance of the City of Cocoa, shall take precedence over such other codes, ordinances, regulations and standards, including the Cocoa Waterfront Overlay District, except the Local Health and Safety Codes. Where in conflict, numerical metrics shall take precedence over graphic metrics.

3. Legal non-conforming uses and structures may continue in accordance with Appendix A Zoning, Article X.

4. Issues not covered by this Section shall be subject to those sections of this Zoning Ordinance addressing such issues, except where they would be in conflict with Subsection (B) of this Section, Purpose.

5. Major Development. The regulations contained in this Code shall apply to both new development and major redevelopment activities within the FCOD. Major development activities, for purposes of this Section, are defined below and must comply with all provisions of this Section.
   a. Any new development requiring approval of a Small-Scale or Large-Scale Site Plan; or
   b. The building floor area is being increased by more than thirty (30) percent; or
   c. Fifty (50) percent or more of the existing building floor area is being replaced; or
   d. There is a combination of floor area increase and existing floor area replacement by fifty (50) percent or more of the original building floor area; or
   e. Building renovation or improvements performed over a period of five (5) years that are fifty (50) percent or more of the current assessed value of the structure or greater.

~~6. Minor Development. Minor developments, for the purpose of this Section, are defined below and must comply with Landscaping, Signage, Pedestrian Access and Visual Screen, and Site Design Elements regulations in subsections (H) and (J) of this Section.~~
   ~~a. Projects requiring approval of a Minor Amendment to a Site Plan, including changes of use;~~
   ~~b. The building floor area is being increased by more than fifteen (15) percent but less than thirty (30) percent; or~~
   ~~c. More than fifteen (15) percent but less than fifty (50) percent of the existing building floor area is being replaced; or~~
   ~~d. There is a combination of floor area increase and existing floor area replacement exceeding fifteen (15) percent of the original building floor area but less than fifty (50) percent; or~~
   ~~e. Building renovation or improvements performed over a period of five years that exceed fifteen (15) percent but are less than 50 percent of the current assessed value of the structure.~~

~~7.~~6. The addition of any new principal building or structures on a parcel with a previously constructed structure which shall remain and/or the creation of an outparcel for new development shall require compliance with all regulations of this Section for such new building or structure and shall require compliance with Landscaping, Signage, Pedestrian Access and Visual Screen regulations in subsection (H) and (J) for the entire property. The existing structure and its use shall remain subject to Appendix A, Zoning, Article X.

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

1. Book and stationery stores, business supply retail stores.
2. Business service establishments.

3. Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities and other places of worship.
4. Craft breweries and craft wineries, with a bar and/or lounge area as an accessory use, subject to the following:
   a. Onsite production shall be limited to beer or wine only; and
   b. Bar and lounge areas associated with the brewery may serve beer and wine, only; and
   c. No alcohol consumption, other than that associated with the bar and lounge area, shall be permitted on-site; and
   d. All materials and supplies related to the brewery or winery operation shall be stored in an enclosed structure.
   e. The craft brewery or winery must comply with the restrictions as to location in Appendix A, Zoning, Article XIII, Section 20.
5. Commercial recreation such as theatres, driving ranges, bowling alleys, and similar uses except drive-in theatres (enclosed structures shall be air conditioned).
6. Cultural centers, social service centers, museums, galleries, and community centers-Noncommercial.
7. Financial institutions and related services.
8. Grocery Stores
9. Gym and fitness facilities, 7,500 square feet or less.
10. Health care facilities, including but not limited to hospitals, nursing homes and hospices, and assisted living facilities.
11. Health food stores.
12. Hotels, as defined in 509.242, F.S, except there shall be no more than fifty (50) units per gross residential acre, and the minimum living area per room shall be three hundred (300) square feet.
13. Libraries.
14. Mixed use, vertically integrated structures consisting of multiple-family residential and/or office uses over retail, or other similarly mixed-uses.
~~14.~~15. New and used automotive vehicles, heavy commercial vehicles, major recreational equipment, agricultural equipment, and mobile home sales and/or rentals with accessory uses.
~~15.~~16. Personal service establishments such as florist shops, barber and beauty shops, laundry and dry-cleaning pickup stations, tailor shops, and similar uses.
~~16.~~17. Pet grooming.
~~17.~~18. Plant nurseries and greenhouses, providing that no outside display of merchandise shall be contained in the required setbacks.
~~18.~~19. Printing, engraving and related reproduction processes as well as the publishing and distribution of books, newspapers and other printed material.
~~19.~~20. Private clubs in conjunction with a mixed-use, commercial or hotel use.
~~20.~~21. Professional offices, services, and studios such as medical; dental; optical; legal; engineering; real estate; insurance; travel agents; employment services consultant.
~~21.~~22. Post Offices
~~22.~~23. Restaurants (bars and lounges allowed only as an accessory use to restaurant), subject to the following:
   a. Walls and/or opaque vegetative screening buffers shall be required between the restaurant and adjacent properties with residential zoning designations.
~~23.~~24. Research, design and development activities and accessory laboratories where the use does not involve:
   a. Operation of heavy machinery or equipment, or
   b. Creation of noise, fumes, dirt, or
   c. Damage to or interference with other properties.
   d. Where all work is done within the building.
   e. Where no product is manufactured except purely incidental results of such research, design and development activities for the purpose of these activities only and not for sale.

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24.25. Retail stores, sales and display rooms (except automotive) and similar uses, not exceeding 30,000 square feet in size, including not limited to places such as bakeries and confectionary/ice cream stores in which goods are produced and sold at retail upon the premises. Outside display areas providing the following provisions are met:

a. The area outside shall not exceed in size one-third (⅓) the enclosed area of the principal structure.
b. The outside display area shall be surfaced with concrete or asphalt or other suitable materials.
c. The outside display area may be open along the front of the lot but shall be effectively screened on the sides in order to avoid any deleterious effect on adjacent properties.
d. The outside display areas shall be considered the same as the floor area for the purpose of calculating off-street parking requirements.

25.26. Shopping center.

26.27. Veterinary hospitals and clinics provided that all areas used for boarding or temporary housing of animals shall be completely enclosed unless appropriate safeguards are constructed to control objectionable odors and/or noises.

(E) ACCESSORY USES AND STRUCTURES.

1. Customary accessory uses clearly incidental and subordinate to the principal use, and in keeping with the highway approach character of the district.

(F) SPECIAL EXCEPTIONS. The following uses shall require special exception approval within the Four Corners Overlay District:

1. Childcare centers, day nurseries of kindergartens.
2. Food Truck Park with the following standards:
   a. A stabilized surface for the parking of the intended number of food trucks must be provided.
   b. A minimum 10 feet of clearance between each food truck must be provided. The site plan must demonstrate adequate access and area for effective delivery of emergency services.
   c. Central water and sewer must be provided for all mobile food vendors and the general public.
   d. A minimum of one (1) trash receptacle per food truck must be provided. A dumpster pad and enclosure must be provided to support the food truck park and must be screened from views from streets and adjacent properties.
   e. The food truck park must be the sole principal use of the property. A minimum of two (2) food trucks must be parked on the property at all times.
   f. The site must contain a permanent accessory structure with a minimum square footage of 1,000 SF or 250 SF per food truck space, whichever is greater, to provide restrooms, seating and service areas. Restroom facilities will be required based on the standards of the Florida Building Code.
   g. Any accessory structures, seating areas, pedestrian access must be specifically approved as part of the submitted Site Plan.
   h. There shall be no more than one food truck park within 500 feet of another permitted park or mobile food vending location.
   i. Parking will be provided at three (3) spaces per food truck, plus one (1) additional parking space per 15 seats.
   j. The provisions of Article XIII, Section 32 – Mobile Vending shall not apply to a food truck park.
3. Multiple-family dwellings as regulated by Section 6, RU-2-25 Multiple-Family District.

(G) PROHIBITED USES. The following uses shall be prohibited within the Four Corners Overlay District:

1. Automobile laundry or quick wash.
2. Automotive Repair.
3. Convenience Store with or without gas pumps.
4. Dry cleaning plants.
5. Electronic communication/transmission facilities and exchanges.
6. Liquor stores (retail) .
7. Bars and lounges.
8. Mortuaries and funeral homes.
9. Motels as defined in 509.242, F.S.
10. ~~New and used automotive vehicles, heavy commercial vehicles, major recreational equipment, agricultural equipment, and mobile home sales and/or rentals with accessory uses.~~
11. Package store, beer and wine.
12. Retail automotive gasoline/fuel sales as a standalone use.
13. Storage garage.
14. Security mobile home or facility located on public or private property.
15. Self-service storage facilities.
16. Smoke shops, retail vape, retail nicotine/tobacco/smoking device dealers; hookah lounges.
17. Pharmacy, medical marijuana treatment center dispensing facilities, and apothecaries.
18. Television dish receivers and antennae as regulated by Article XIII, Section 21, Television dish receivers and antennae, cellular towers.
19. In addition to the uses listed in this Subsection (G), all other uses not specifically or provisionally permitted herein.

(H) PERFORMANCE STANDARDS. The following performance standards apply to applicable development and redevelopment in the FCOD.

Performance Standards	**Requirements**		**Notes**
	Minimum Requirement	**Maximum Requirement**	
Building Placement/Height			
Street/Front Yard(s)	10 feet	15 feet	Maximum street setback may be increased in order to accommodate sidewalk café/outdoor seating areas or public/civic use areas in compliance with standards set forth in Section 14-65 of the City Code.
Side Yard (Interior)	5 feet	N/A	
Rear	15 feet	N/A	
Maximum Building Height	Four (4) stories/60 feet		Up to four (4) stories in height permitted where fourth story is setback a minimum of 5' and a maximum of 10' from the third story. Ground Floor Height: minimum fifteen (15) feet, maximum thirty (30) feet. When the ground floor height is twenty (20) feet or greater, it shall count as two (2) stories. Upper Floor Height: minimum 9

		(nine) feet, maximum fourteen (14) feet, measured floor to floor.
Maximum Impervious Coverage	75%	Maximum impervious coverage may be increased to 95% if the development demonstrates enhanced landscaping, multi-modal access including but not limited to transit stop, enhanced architectural design, public art and/or civic space, gateway and wayfinding elements, public easements, as to be determined by the City Manager or his designee.
Parking		
Off-Street Parking	Pursuant to article XII, Off-street Parking and Loading Regulations, provided, however, that vertically-integrated mixed-use developments, where residential and non-residential uses are located within the same structure, may be allowed a reduction in parking up to 20% upon a request by the applicant and subject to the approval of the City Manager or designee, Planning and Zoning Board or City Council, as applicable, through the site plan approval process. Shared parking agreements are encouraged.	The placement of off-street parking is prohibited between the front building façade(s) and abutting rights-of-way.
Off-Street Loading	Pursuant to article XII, Off-street Parking and Loading Regulations.	Service areas, which include areas designated for loading and unloading of goods, and refuse collection shall be buffered from rights-of-way by a minimum of one (1) canopy tree every thirty (30) feet on the exterior of a minimum six (6) foot high wall or hedgerow.
Landscaping		
Streetscape Buffer	A landscaped strip of land at least ten (10) feet in width shall be provided between the abutting right-of-way and the principal or accessory structure. Such landscaping shall include two (2) canopy trees for each fifty (50) lineal feet or fraction thereof, consistent with Florida Power & Lights (FPL) "Right Tree, Right Place" guidelines	

	relating to tree sizing and setback from powerlines. Canopy trees may be replaced by palms, in clusters with a minimum of three (3) palm trees equivalent to one (1) canopy tree. A hedge row of at least three (3) feet in height shall be placed along the perimeter of such landscaped strip.	
Abutting Property & Vehicle Use Area Buffers	In accordance with Article XIII. - Supplementary District Regulations, Section 5 Visual Screens and Section 22, Landscape Requirements	
Building Perimeter Plantings	Foundation plantings around the perimeter of the building equal to ten (10) percent of the proposed building gross ground level floor area.	Planting areas must be located abutting all sides of the building, (not including the loading area), except when the side of the building directly abuts a landscape buffer. The perimeter planting areas must consist of landscape areas, raised planters or planter boxes that are a minimum of five feet wide. These landscape areas must include shrubs and ground cover plants with a minimum of 50 percent coverage of the landscape area at the time of planting.
Signage		
Allowable Sign Types	Permanent signage types are limited to attached/wall and monument-style ground signs only, except menu board signs associated with sidewalk cafes are permitted as set forth in this Code. Temporary signs are permitted in accordance with Code of Ordinances, Chapter 3, Article II, Sign Regulations. Window signs shall be limited to applique or decal signage permitted in accordance with Code of Ordinances, Chapter 3, Article II, Sign Regulations.	All other sign types are expressly prohibited, including but not limited to, pole signs, Neon/LED/electronic, laser or video signs. Animated, flashing or swinging signs; Roof signs; Trailer signs; pennants, feather signs or streams; balloons or inflatable signs; poster window signs.
Number of Signs	One (1) ground and one (1) attached or wall signage are permitted per principal structure, except that one (1) ground sign and one (1) attached or wall sign is permitted on each primary façade on a corner lot.	Temporary signs are permitted in accordance with Code of Ordinances, Chapter 3, Article II, Sign Regulations.
Maximum Sign Height	Eight (8) feet measured from the center line of the adjacent right-of-way for ground	

Maximum Sign Area	The combined square footage of all signage may not exceed 1 square foot of signage per linear foot of property frontage on a public right-of-way, but in no case may exceed 64 square feet.	Wall sign area may not exceed 20% of the façade area on which the sign is located. No more than 20% of the window area may be obscured by window signage.
Sign Setbacks (Wall Signs)	0'	
Sign Setbacks (Ground Signs)	10'	
Access Standards		
Pedestrian Access	All developments must provide internal sidewalks/pedestrian access to the entrances of each building from the adjoining public sidewalk system and sidewalks on abutting properties. Pedestrian interconnectivity between parcels is required.	
Vehicular Access	Pursuant to Land Development Code, Article XIII, Section 4. Vehicular interconnectivity between parcels is required.	
Visual Screens		
Fencing	Pursuant to Land Development Code, Article XIII, Section 5, Commercial Fence and Wall Bulk Regulations, except that fencing on property lines abutting public rights-of-way must be decorative in nature and limited to 4 feet in height. Chain link fencing is expressly prohibited along all property lines.	

(l) BUILDING DESIGN STANDARDS. Buildings in the FCOD shall demonstrate a coherent architectural vernacular and associated building features/elements to promote visually pleasing and context-sensitive development consistent with sound principles of urban design in the City.

1. Design Intent. Building design for development and redevelopment in FCOD must demonstrate consistency with the following objectives:
   a. Encouraging building forms that reinforce pedestrian access and mobility.
   b. Creating usable outdoor space through the arrangement and interconnectivity of commercial buildings along street frontages.
   c. Encouraging buildings of compatible type and scale using varied architectural styles.
   d. Enhancing the City's gateway to Cocoa Village as an attractive destination and enhancing the visual quality of the City.
   e. Maintaining and enhancing the City's sense of place and its property values.

2. General Facade Standards. All facades of a building shall be designed with a consistent architectural style, detail, and trim features, as set forth below:

a. Primary facades. A primary facade is one that is in public view and faces or abuts a public or private street or right-of-way. A maximum of two facades will be considered primary facades, when more than two facades of a building have frontage on a street or right-of-way. All other facades will be considered secondary facades. Primary facades must comply with the following requirements:

   i. Building entrance. Buildings located along a public or private street or pedestrian right-of-way shall be designed with an entrance to the building abutting each street or pedestrian right-of-way.
   ii. Design features. The design of each primary facades shall include, at a minimum, two of the following design features:

      (a) Glazing covering at a minimum 30 percent of the primary facade area, consisting of window and glazed door openings. False or faux windows are prohibited. As an alternative, up to 30 percent of the required glazing area may be covered with a trellis in lieu of glazing.
      (b) Projected, or recessed covered public entries providing a minimum horizontal dimension of eight feet, and a minimum area of 128 square feet.
      (c) Covered walkways, or arcades (excluding canvas type) depending on selected vernacular. The structure shall be permanent, and its design shall relate architecturally to the principal structure. The minimum width shall be eight feet, with a total length measuring 60 percent of the length of the associated facade.

b. Projections and Recesses. The building design must reduce the monotony of facades by breaking architectural elements into smaller pedestrian scale components or through use of varied materials, textures or colors, trim, roof lines, canopies and awnings in order to provide variation and visual interest. Façades shall be organized into three major components, the base (ground level), body (upper architecture) and cap (parapet, entablature or roofline).

   i. All projects shall provide horizontal architectural treatments and/or façade articulations such as cornices, friezes, balconies, piers, awnings, pedestrian amenities, or other features for the first 15 feet of building height, measured vertically at street level.
   ii. Projects with sixty linear feet or more of building frontage shall provide vertical architectural treatments and/or façade articulations such as columns, pilasters, indentations, stonework or similar treatment, storefront bays, windows, landscaping, or other feature at least every 30 feet on center. The vertical break shall be at least 24 to 36 inches in width.

3. Architectural Vernacular. The design standards applicable to this Overlay are intended to support development and redevelopment in context with the range of historical architectural styles found within the City consisting of the "Old Florida"/"Florida", "Mediterranean Revival", "Modern" and "Colonial" styles.
   a. Where "Old Florida/Florida" vernacular is utilized, the exterior finish material on all facades must be solid wood or cement-fiber board or stucco. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite Figures below.

      i. Small building massing, vary building form, volume, and heights
      ii. Lap siding with moldings at all fenestration
      iii. Covered verandas, porch, or colonnades at public entrances
      iv. Roof overhangs shall have a minimum projection of 2'-6"
      v. Metal Roofs (or material emulating) with a minimum roof pitch of 5:12
      vi. Hinged shutters, including Bahamas shutters

vii. Exposed rafter tails
viii. Dormers with a minimum roof pitch of 12:12
ix. Column covers shall be solid wood or cement-fiber board or cement-plaster (stucco) proportioned appropriately to the small scale of the building massing
x. Cornice molding and banding articulated
xi. Awnings, fabric or metal covering

Composite Figure 1: Florida Vernacular

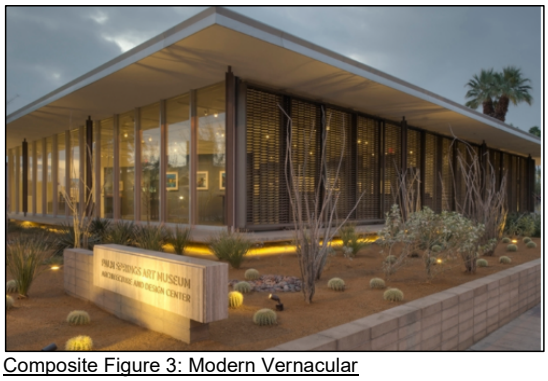
b. Where “Mediterranean Revival” vernacular is utilized, the exterior finish material on all facades must be smooth or textured stucco. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite Figures below.

i. Low pitched roofs, slope ratio of 3:12, hip, gable, with decorative brackets
ii. Covered verandas or porticos at public entrances
iii. Roof overhangs shall have a minimum projection of 2'-0"
iv. Tile or cast concrete barrel tile roofs (or material emulating)
v. Arcades, colonnades, and loggias with cement-fiber (stucco) finish columns, tapered or straight shafts with built-up base and capital
vi. Ornament of terra cotta or cast concrete
vii. Visually strong public entrance with deep stilted, elliptical entablature, and cornice moldings
viii. Arched or flathead windows and articulated trim, sill, and aprons of cement-plaster (stucco)
ix. Pergolas
x. Bell towers with pitched roof
xi. Articulated parapets on all facades (if required to conceal rooftop HVAC equipment)
xii. Symmetrical massing of façade
xiii. Articulated Iconic or Doric column capitals with thin abacus caps
xiv. Entablature with architrave, cornice, and frieze
xv. Quatrefoil accents

Composite Figure 2: Mediterranean Revival Vernacular

c. Where “Modern” vernacular is utilized, the exterior finish material on all facades must be smooth stucco. Brick accents are permitted. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite Figures below.

   i. Flat roof with vertical projections above roof line; at roof with vertical projections above roof line
   ii. Use of glass, glass block, mirror, and terrazzo accents
   iii. Building design implements functional, open-air spaces, such as wide balconies, breezeways, and expansive sunshades
   iv. Use of angular, asymmetric, geometric features, such as windows, trim, and accents
   v. Light colors with contrasting banding at roofline and around windows and entry
   vi. Ornamental statement walls with geometric or abstract patterns.
   vii. Geometric railing, columns/post or iron work.



Composite Figure 3: Modern Vernacular

d. Where “Colonial” vernacular is utilized the exterior finish material on all facades must be lapped board siding, brick or smooth stucco. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite figures below.

i. Railings consisting of square balusters, turned balusters, or wrought iron/metal picket.
ii. Brick or stucco chimney.
iii. Porches with columns, balustrade elements and entablatures.

iv. Paneled and/or louvered shutters to be proportioned with the window width.
v. Lintels consisting of brick, stone, pre-cast concrete with smooth face and flush with veneer
vi. Dormers within the roofline.
vii. Symmetrical entries including door(s), windows, columns and porches.
viii. Column covers of solid wood or cement-fiber board or cement-plaster (stucco) proportioned appropriately to the small scale of the building massing;
ix. Gable or hip style roof with a pitches ranging from 6:12 to 10:12 slope.Flat roofs may be permitted for structures greater than 5,000 square feet of gross building area with the following requirements:
    a. Stepped parapet walls, not to exceed 42 inches high or as required to enclose rooftop equipment.
    b. Minimum 18-inch-high cornice treatment with three changes in the relief or thickness.
    c. Combination of pitched and flat roofs.
x. Fiberglass asphalt shingles or standing seam metal.
xi. Gutters and downspouts shall have a metal finish.

Composite Figure 4: Colonial Vernacular

(J) SITE DESIGN ELEMENTS. All projects shall have a minimum of two (2) of the following site elements:

1. Decorative landscape planters or planting areas, a minimum of five feet wide, and areas for shaded seating consisting of a minimum of 100 square feet.
2. Integration of specialty pavers, or stamped concrete along the building perimeter walkway. Said treatment shall constitute a minimum of 60 percent of walkway area.
3. Fountain or water element, a minimum of 100 square feet in area.
4. Two (2) accent or specimen trees, above the minimum landscape code requirements, along the front facade with a minimum height of 18 feet at planting.

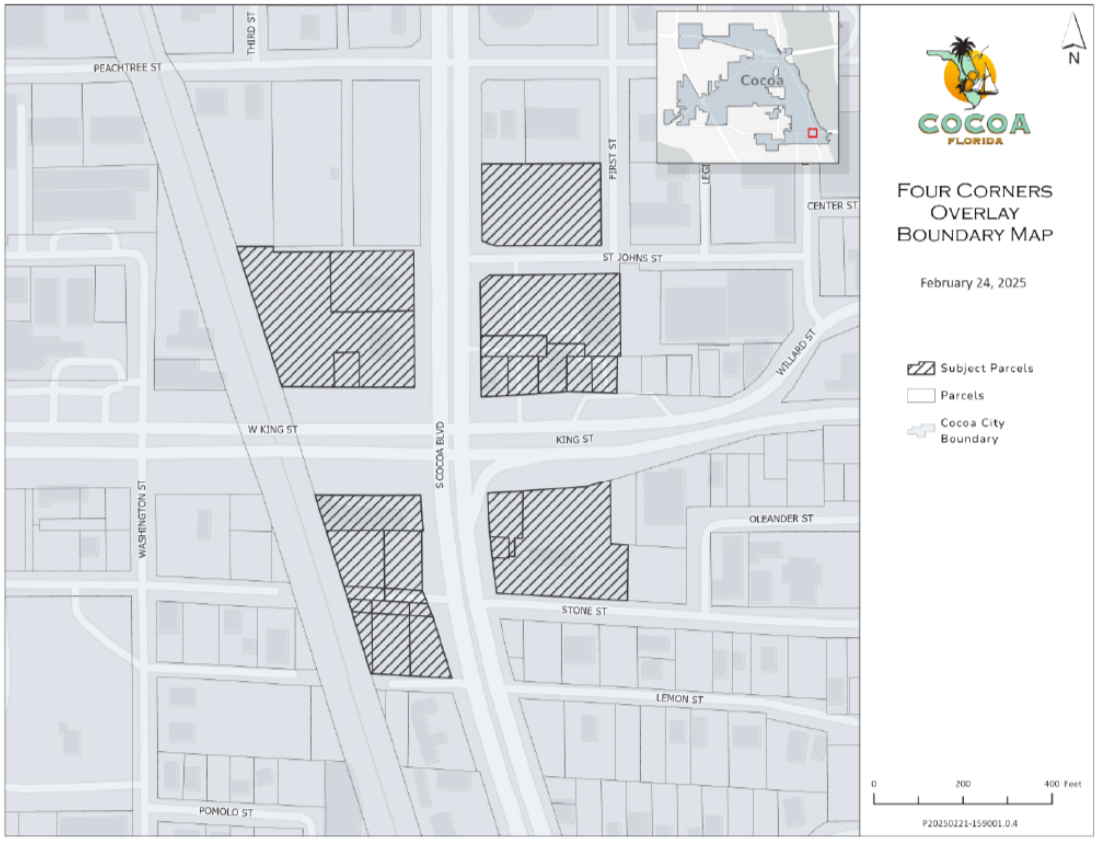
(K) SUPPLEMENTARY REGULATIONS.

1. Drive Thru Establishments.
   a. All drive-thru facilities (including pick up window(s), call boxes, menu boards, queuing lanes, and similar), regardless of principal use, shall be secondary in emphasis and priority to any other access and circulation functions. Such facilities shall be located on the rear and interior side of the building in order to block visibility from public rights-of-way through decorative screening, such as landscaped walls or panels, pergolas, trellises, lattice work or similar. In no case shall drive-thru facilities be located on street-facing facades of corner lots.
   b. Drive thru lanes shall not interrupt direct pedestrian access and avoid potential pedestrian/vehicle conflict. Each drive-through facility shall provide a walk-up service option, as well as drive-in. Pedestrian access cannot be routed through drive-through lanes, unless a clearly marked and elevated pedestrian crosswalk is provided through the drive-through lane(s) for safety purposes.

2. Outdoor display areas. Temporary exterior commercial uses, seating, dining and displays along the storefront's adjacent sidewalks are encouraged subject to approval by the City. All temporary displays shall maintain a minimum clear pedestrian walkway of five feet and shall not be located in off-street parking areas.

3. Overhead doors. Overhead doors, drop-off locations, service doors, dumpsters and/or loading docks shall not be located on the primary facades.

EXHIBIT B
Four Corners Overlay District Description



CONSISTING OF THE FOLLOWING TAX ID NUMBERS:

24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-31-*-R.1, 24-36-33-31-*-R.2, 24-36-33-31-*-R.3, 24-36-33-31-*-R.4, 24-36-33-31-*-R.5, 24-36-33-31-C-1, 24-36-33-31-C-2, 24-36-33-31-A-5, 24-36-33-00-251, 24-36-33-30-*-8, 24-36-33-00-289, 24-36-33-01-*-51, 24-36-33-00-288, 24-36-33-30-*-21.03, 24-36-33-30-*-21.04, 24-36-33-00-258, 24-36-33-30-*-14, 24-36-33-30-*-15, 24-36-33-00-253, 24-36-33-32-*-9, 24-36-33-32-*-7, 24-36-33-32-*-3

ORDINANCE NO. 02-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI OF THE CODE OF THE CITY OF COCOA, CREATING AND ADOPTING THE FOUR CORNERS OVERLAY DISTRICT; PROVIDING FOR ITS PURPOSE AND APPLICABILITY; ESTABLISHING PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; PROVIDING FOR PERFORMANCE STANDARDS, INCLUDING SETBACKS, PARKING, LANDSCAPING, AND SIGNAGE REQUIREMENTS; ESTABLISHING BUILDING DESIGN STANDARDS; ESTABLISHING THE BOUNDARIES OF THE FOUR CORNERS OVERLAY DISTRICT, PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBITS "A" AND "B" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, certain properties located near the intersection of State Road 520 and US 1 within the City of Cocoa are currently zoned Commercial Parkway (C-P) and have a Future Land Use designation of Mixed Use in the City of Cocoa's Comprehensive Plan; and

WHEREAS, the Commercial Parkway (C-P) zoning district is not currently an allowable zoning district within the Mixed Use Future Land Use category; and

WHEREAS, the City Council desires to create and adopt a new Four Corners Overlay District (FCOD), which shall be a zoning overlay district for certain designated properties currently zoned Commercial Parkway (C-P) with a Mixed Used Future Land Use designation; and

WHEREAS, the City of Cocoa held a visioning workshop on June 17, 2024, requesting public input from the City's residents regarding solutions for streetscape, land use, mobility, and urban design considerations to implement the goals and objectives of the Mixed Use Future Land Use designation within the Four Corners area as described herein, the results of which were presented to the City Council, Cocoa Community Redevelopment Agency, and the Diamond Square Redevelopment Agency for further feedback on August 13, 2024, August 5, 2024, and August 19, 2024, respectively; and

WHEREAS, all properties within the FCOD are located within the Cocoa Community Redevelopment Area, and the FCOD is also intended to implement the Cocoa Redevelopment Agency Redevelopment Plan, as amended, which calls for a long-range strategy to utilize the FCOD properties as key gateways into the City of Cocoa and, specifically, the historic Cocoa Village, by promoting high quality development, architecture and wayfinding at the entrance to the City's downtown; and

WHEREAS, the goals and objectives of the Mixed Use Future Land Use designation, Cocoa Community Redevelopment Plan, and the results of the visioning workshop suggest that the FCOD should encourage the development of mixed-use projects, neighborhood-based, small-scale retail and service based uses with enhanced landscaping and architectural standards; and

WHEREAS, the Planning and Zoning Board of the City of Cocoa held a duly noticed public hearing on _____, regarding this Ordinance; and

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

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

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

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

Section 2. **Adoption of the Four Corners Overlay District.** Appendix A, Zoning, Article XI, Schedule of District Regulations, of the Code of the City of Cocoa is hereby amended to add a new Section 23 entitled "Four Corners Overlay District." Said amendments are set forth in full in **Exhibit "A"** attached hereto and fully incorporated herein by this reference.

Section 3. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change incorporating the Four Corners Overlay District for the real property identified and further depicted and described on **Exhibit "B,"** attached hereto and incorporated herein by this reference. City Staff are hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 7. **Effective Date.** This ordinance shall become effective immediately upon the effective date of Ordinance No. 01-2025 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance No. 01-2025 does not become effective, then this Ordinance shall become null and void.

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, CMC
City Clerk

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

EXHIBIT A

Sec. 23. - Four Corners Overlay District

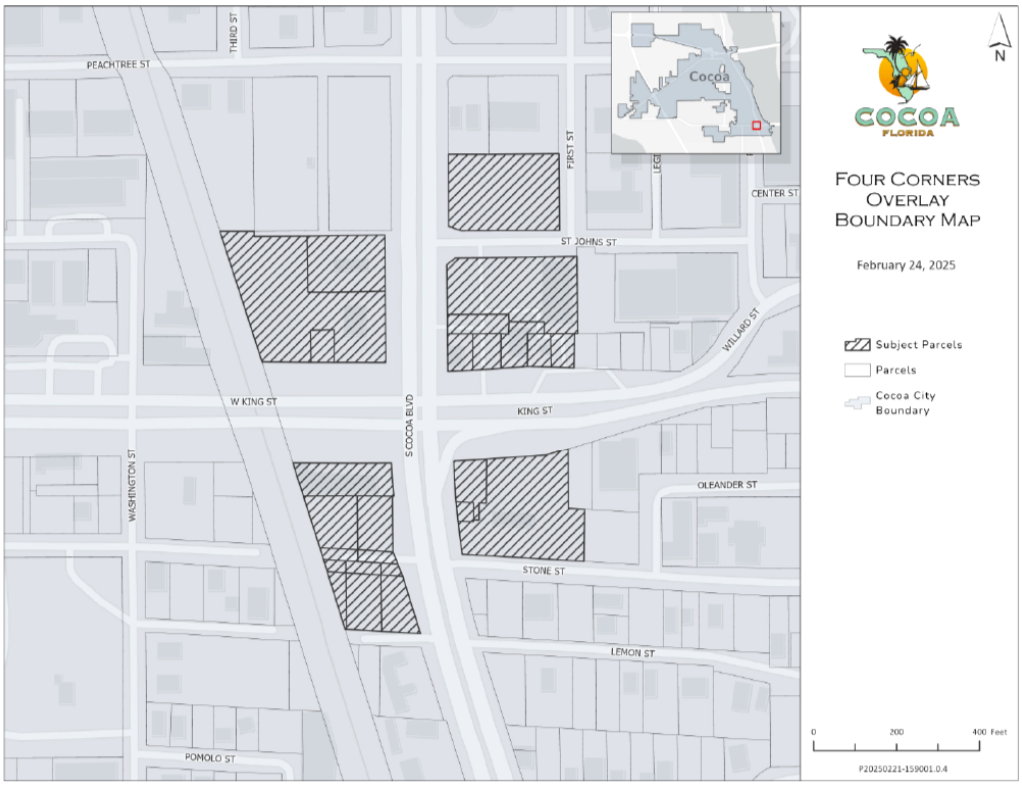
(A) RELATIONSHIP TO THE COCOA REDEVELOPMENT AREA (CRA). The Four Corners Overlay District (FCOD) assists in the implementation of the Cocoa Redevelopment Agency Redevelopment Plan, as amended. All properties within the FCOD are located within the Cocoa Community Redevelopment Area. The Redevelopment Plan provides for a long-range strategy to utilize the FCOD properties as key gateways into the City of Cocoa and, specifically, the historic Cocoa Village, by promoting high quality development, architecture and wayfinding at the entrance to the City's downtown.

(B) PURPOSE. The purpose of the Four Corners Overlay District (FCOD) is to encourage attractive, functional, compact and multi-modal redevelopment of the State Road 520/King Street and US Highway 1 intersection, which serves as a key gateway to the City of Cocoa Redevelopment Area, and more specifically Cocoa Village. The Overlay implements the Redevelopment Plan's vision by establishing urban design standards to improve the built form, community character, aesthetics and function of the "Four Corners" of the intersection.

(C) APPLICABILITY.

1. The FCOD shall apply to those properties depicted in Figure No. FCOD 1. All properties shall have the Mixed Use Future Land Use Designations, as detailed in the City's Comprehensive Plan.

Figure FCOD 1



2. The provisions of this Section, when in conflict with other sections of the Zoning Ordinance of the City of Cocoa, shall ~~take precedence over~~ defer to such other codes, ordinances, regulations and standards, including the Cocoa Waterfront Overlay District, except the Local Health and Safety Codes. Where in conflict, numerical metrics shall take precedence over graphic metrics.

3. Legal non-conforming uses and structures may continue in accordance with Appendix A Zoning, Article X.

4. Issues not covered by this Section shall be subject to those sections of this Zoning Ordinance addressing such issues, except where they would be in conflict with Subsection (B) of this Section, Purpose.

5. Major Development. The regulations contained in this Code shall apply to both new development and major redevelopment activities within the FCOD. Major development activities, for purposes of this Section, are defined below and must comply with all provisions of this Section.
   a. Any new development requiring approval of a Small-Scale or Large-Scale Site Plan; or
   b. The building floor area is being increased by more than thirty (30) percent; or
   c. Fifty (50) percent or more of the existing building floor area is being replaced; or
   d. There is a combination of floor area increase and existing floor area replacement by fifty (50) percent or more of the original building floor area; or
   e. Building renovation or improvements performed over a period of five (5) years that are fifty (50) percent or more of the current assessed value of the structure or greater.

6. Minor Development. Minor developments, for the purpose of this Section, are defined below and must comply with Landscaping, Signage, Pedestrian Access and Visual Screen, and Site Design Elements regulations in subsections (H) and (J) of this Section.
   a. Projects requiring approval of a Minor Amendment to a Site Plan, including changes of use;
   b. The building floor area is being increased by more than fifteen (15) percent but less than thirty (30) percent; or
   c. More than fifteen (15) percent but less than fifty (50) percent of the existing building floor area is being replaced; or
   d. There is a combination of floor area increase and existing floor area replacement exceeding fifteen (15) percent of the original building floor area but less than fifty (50) percent; or
   e. Building renovation or improvements performed over a period of five years that exceed fifteen (15) percent but are less than 50 percent of the current assessed value of the structure.

7. The addition of any new principal building or structures on a parcel with a previously constructed structure which shall remain and/or the creation of an outparcel for new development shall require compliance with all regulations of this Section for such new building or structure and shall require compliance with Landscaping, Signage, Pedestrian Access and Visual Screen regulations in subsection (H) and (J) for the entire property. The existing structure and its use shall remain subject to Appendix A, Zoning, Article X.

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

1. Automotive Repair.

2. Book and stationery stores, business supply retail stores.
3. Business service establishments.
4. Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities and other places of worship.
5. Craft breweries and craft wineries, with a bar and/or lounge area as an accessory use, subject to the following:
    a. Onsite production shall be limited to beer or wine only; and
    b. Bar and lounge areas associated with the brewery may serve beer and wine, only; and
    c. No alcohol consumption, other than that associated with the bar and lounge area, shall be permitted on-site; and
    d. All materials and supplies related to the brewery or winery operation shall be stored in an enclosed structure.
    e. The craft brewery or winery must comply with the restrictions as to location in Appendix A, Zoning, Article XIII, Section 20.
6. Commercial recreation such as theatres, driving ranges, bowling alleys, and similar uses except drive-in theatres (enclosed structures shall be air conditioned).
7. Cultural centers, social service centers, museums, galleries, and community centers-Noncommercial.
8. Financial institutions and related services.
9. Grocery Stores
10. Gym and fitness facilities, 7,500 square feet or less.
11. Health care facilities, including but not limited to hospitals, nursing homes and hospices, and assisted living facilities.
12. Health food stores.
13. Hotels, as defined in 509.242, F.S, except there shall be no more than fifty (50) units per gross residential acre, and the minimum living area per room shall be three hundred (300) square feet.
14. Libraries.
15. Mixed use, vertically integrated structures consisting of multiple-family residential and/or office uses over retail, or other similarly mixed-uses.
16. Personal service establishments such as florist shops, barber and beauty shops, laundry and dry-cleaning pickup stations, tailor shops, and similar uses.
17. Pet grooming.
18. Plant nurseries and greenhouses, providing that no outside display of merchandise shall be contained in the required setbacks.
19. Printing, engraving and related reproduction processes as well as the publishing and distribution of books, newspapers and other printed material.
20. Private clubs in conjunction with a mixed-use, commercial or hotel use.
21. Professional offices, services, and studios such as medical; dental; optical; legal; engineering; real estate; insurance; travel agents; employment services consultant.
22. Post Offices
23. Restaurants (bars and lounges allowed only as an accessory use to restaurant), subject to the following:
    a. Walls and/or opaque vegetative screening buffers shall be required between the restaurant and adjacent properties with residential zoning designations.
24. Research, design and development activities and accessory laboratories where the use does not involve:
    a. Operation of heavy machinery or equipment, or
    b. Creation of noise, fumes, dirt, or
    c. Damage to or interference with other properties.
    d. Where all work is done within the building.
    e. Where no product is manufactured except purely incidental results of such research, design and development activities for the purpose of these activities only and not for sale.

25. New and used automotive vehicles, heavy commercial vehicles, major recreational equipment, agricultural equipment, and mobile home sales and/or rentals with accessory uses.

26. Retail automotive gasoline/fuel sales as a standalone use.

27. Storage garage.

28. Retail stores, sales and display rooms (except automotive) and similar uses, not exceeding 30,000 square feet in size, including not limited to places such as bakeries and confectionary/ice cream stores in which goods are produced and sold at retail upon the premises. Outside display areas providing the following provisions are met:
    a. The area outside shall not exceed in size one-third (⅓) the enclosed area of the principal structure.
    b. The outside display area shall be surfaced with concrete or asphalt or other suitable materials.
    c. The outside display area may be open along the front of the lot but shall be effectively screened on the sides in order to avoid any deleterious effect on adjacent properties.
    d. The outside display areas shall be considered the same as the floor area for the purpose of calculating off-street parking requirements.
29. Shopping center.
30. Veterinary hospitals and clinics provided that all areas used for boarding or temporary housing of animals shall be completely enclosed unless appropriate safeguards are constructed to control objectionable odors and/or noises.
31. 24/7 Gas and Convenience Store.
32. Automobile laundry or quick was as an accessory to a Gas and Convenience Store.
33. Convenience Store with or without gas pumps.
34. Dry Cleaner.
35. Electronic communication/transmission facilities and exchanges.
36. Liquor stores (retail).
37. Bars and Lounges
38. Motels as defined in 509.242. F.S.
39. Package store, beer, and wine.
40. Security mobile home or facility located on public or private property.
41. Self-service storage facilities.
42. Smoke shops, retail vape, retail nicotine/tobacco/smoking device dealers, hookah lounges.
43. Pharmacy, medical marijuana treatment center dispensing facilities, and apothecaries.
44. Cellular towers.
~~30.~~45. All other uses not listed above which are currently permitted under CP Zoning.

(E) ACCESSORY USES AND STRUCTURES.

1. Customary accessory uses clearly incidental and subordinate to the principal use, and in keeping with the highway approach character of the district.

(F) SPECIAL EXCEPTIONS. The following uses shall require special exception approval within the Four Corners Overlay District:

1. Childcare centers, day nurseries of kindergartens.
2. Food Truck Park with the following standards:
    a. A stabilized surface for the parking of the intended number of food trucks must be provided.
    b. A minimum 10 feet of clearance between each food truck must be provided. The site plan must demonstrate adequate access and area for effective delivery of emergency services.
    c. Central water and sewer must be provided for all mobile food vendors and the general public.

d. A minimum of one (1) trash receptacle per food truck must be provided. A dumpster pad and enclosure must be provided to support the food truck park and must be screened from views from streets and adjacent properties.
e. The food truck park must be the sole principal use of the property. A minimum of two (2) food trucks must be parked on the property at all times.
f. The site must contain a permanent accessory structure with a minimum square footage of 1,000 SF or 250 SF per food truck space, whichever is greater, to provide restrooms, seating and service areas. Restroom facilities will be required based on the standards of the Florida Building Code.
g. Any accessory structures, seating areas, pedestrian access must be specifically approved as part of the submitted Site Plan.
h. There shall be no more than one food truck park within 500 feet of another permitted park or mobile food vending location.
i. Parking will be provided at three (3) spaces per food truck, plus one (1) additional parking space per 15 seats.
j. The provisions of Article XIII, Section 32 – Mobile Vending shall not apply to a food truck park.

3. Multiple-family dwellings as regulated by Section 6, RU-2-25 Multiple-Family District.

(G) PROHIBITED USES. The following uses shall be prohibited within the Four Corners Overlay District:

1. Automobile laundry or quick wash.
~~2. Automotive Repair.~~
~~3. Convenience Store with or without gas pumps.~~
~~4. Dry cleaning plants.~~
~~5. Electronic communication/transmission facilities and exchanges.~~
~~6. Liquor stores (retail) .~~
~~7. Bars and lounges.~~
~~8.~~3. Mortuaries and funeral homes.
~~9. Motels as defined in 509.242, F.S.~~
~~10. New and used automotive vehicles, heavy commercial vehicles, major recreational equipment, agricultural equipment, and mobile home sales and/or rentals with accessory uses.~~
~~11. Package store, beer and wine.~~
~~12. Retail automotive gasoline/fuel sales as a standalone use.~~
~~13. Storage garage.~~
~~14. Security mobile home or facility located on public or private property.~~
~~15. Self-service storage facilities.~~
~~16. Smoke shops, retail vape, retail nicotine/tobacco/smoking device dealers; hookah lounges.~~
~~17. Pharmacy, medical marijuana treatment center dispensing facilities, and apothecaries.~~
~~18.~~4. Television dish receivers and antennae as regulated by Article XIII, Section 21, Television dish receivers and antennae, cellular towers.
~~19.~~5. In addition to the uses listed in this Subsection (G), all other uses not specifically or provisionally permitted herein.

(H) PERFORMANCE STANDARDS. The following performance standards apply to applicable development and redevelopment in the FCOD.

Performance Standards	Requirements		Notes
	Minimum Requirement	Maximum Requirement	
Building Placement/Height			

Street/Front Yard(s)	10 feet	15 feet	Maximum street setback may be increased in order to accommodate sidewalk café/outdoor seating areas or public/civic use areas in compliance with standards set forth in Section 14-65 of the City Code.
Side Yard (Interior)	5 feet	N/A	
Rear	15 feet	N/A	
Maximum Building Height	Four (4) stories/60 feet		Up to four (4) stories in height permitted where fourth story is setback a minimum of 5' and a maximum of 10' from the third story. Ground Floor Height: minimum fifteen (15) feet, maximum thirty (30) feet. When the ground floor height is twenty (20) feet or greater, it shall count as two (2) stories. Upper Floor Height: minimum 9 (nine) feet, maximum fourteen (14) feet, measured floor to floor.
Maximum Impervious Coverage	75%		Maximum impervious coverage may be increased to 95% if the development demonstrates enhanced landscaping, multi-modal access including but not limited to transit stop, enhanced architectural design, public art and/or civic space, gateway and wayfinding elements, public easements, as to be determined by the City Manager or his designee.
Parking			
Off-Street Parking	Pursuant to article XII, Off-street Parking and Loading Regulations, provided, however, that vertically-integrated mixed-use developments, where residential and non-residential uses are located within the same structure, may be allowed a reduction in parking up to 20% upon a request by the applicant and subject to the approval of the City Manager or designee, Planning and Zoning Board or City Council, as applicable, through the site plan approval process.		The placement of off-street parking is prohibited between the front building façade(s) and abutting rights-of-way.

	Shared parking agreements are encouraged.	
Off-Street Loading	Pursuant to article XII, Off-street Parking and Loading Regulations.	Service areas, which include areas designated for loading and unloading of goods, and refuse collection shall be buffered from rights-of-way by a minimum of one (1) canopy tree every thirty (30) ~~feet on the exterior of a minimum six (6) foot high wall or hedgerow.~~
Landscaping		
Streetscape Buffer	~~A landscaped strip of land at least ten (10) feet in width shall be provided between the abutting right-of-way and the principal or accessory structure. Such landscaping shall include two (2) canopy trees for each fifty (50) lineal feet or fraction thereof, consistent with Florida Power & Lights (FPL) "Right Tree, Right Place" guidelines relating to tree sizing and setback from powerlines. Canopy trees may be replaced by palms, in clusters with a minimum of three (3) palm trees equivalent to one (1) canopy tree. A hedge row of at least three (3) feet in height shall be placed along the perimeter of such landscaped strip.~~	
Abutting Property & Vehicle Use Area Buffers	In accordance with Article XIII. - Supplementary District Regulations, Section 5 Visual Screens and Section 22, Landscape Requirements	
Building Perimeter Plantings	~~Foundation plantings around the perimeter of the building equal to ten (10) percent of the proposed building gross ground level floor area.~~	Planting areas must be located abutting all sides of the building facing a roadway, (not including the loading area), except when the side of the building directly abuts a landscape buffer. The perimeter planting areas must consist of landscape areas, raised planters or planter boxes that are a minimum of five feet wide. These landscape areas must include shrubs and ground cover plants with a minimum of 2~~5~~0 percent coverage of the landscape area at the time of planting.

Signage		
Allowable Sign Types	Permanent signage types are limited to attached/wall and monument-style ground signs only, except menu board signs associated with sidewalk cafes are permitted as set forth in this Code. Temporary signs are permitted in accordance with Code of Ordinances, Chapter 3, Article II, Sign Regulations. Window signs shall be limited to applique or decal signage permitted in accordance with Code of Ordinances, Chapter 3, Article II, Sign Regulations.	All other sign types are expressly prohibited, including but not limited to, pole signs, Neon/LED/electronic, laser or video signs. Animated, flashing or swinging signs; Roof signs; Trailer signs; pennants, feather signs or streams; balloons or inflatable signs; poster window signs.
Number of Signs	One (1) ground and one (1) attached or wall signage are permitted per principal structure, except that one (1) ground sign and one (1) attached or wall sign is permitted on each primary façade on a corner lot.	Temporary signs are permitted in accordance with Code of Ordinances, Chapter 3, Article II, Sign Regulations.
Maximum Sign Height	~~Eight (8)~~ Fifteen (15) feet measured from the center line of the adjacent right-of-way for ground	
Maximum Sign Area	The combined square footage of all signage may not exceed 1 square foot of signage per linear foot of property frontage on a public right-of-way, but in no case may exceed ~~64~~ 96 square feet.	Wall sign area may not exceed 20% of the façade area on which the sign is located. No more than 20% of the window area may be obscured by window signage.
Sign Setbacks (Wall Signs)	0’	
Sign Setbacks (Ground Signs)	10’	
Access Standards		
Pedestrian Access	All developments must provide internal sidewalks/pedestrian access to the entrances of each building from the adjoining public sidewalk system and sidewalks on abutting properties. Pedestrian interconnectivity between parcels is required.	
Vehicular Access	Pursuant to Land Development Code, Article XIII, Section 4. Vehicular interconnectivity between parcels is required.	
Visual Screens		
Fencing	Pursuant to Land Development Code, Article XIII, Section 5, Commercial Fence	

	and Wall Bulk Regulations, except that fencing on property lines abutting public rights-of-way must be decorative in nature and limited to 4 feet in height. Chain link fencing is expressly prohibited along all property lines.	

(l) BUILDING DESIGN STANDARDS. Buildings in the FCOD shall demonstrate a coherent architectural vernacular and associated building features/elements to promote visually pleasing and context-sensitive development consistent with sound principles of urban design in the City.

1. Design Intent. Building design for development and redevelopment in FCOD must demonstrate consistency with the following objectives:
   a. Encouraging building forms that reinforce pedestrian access and mobility.
   b. Creating usable outdoor space through the arrangement and interconnectivity of commercial buildings along street frontages.
   c. Encouraging buildings of compatible type and scale using varied architectural styles.
   d. Enhancing the City's gateway to Cocoa Village as an attractive destination and enhancing the visual quality of the City.
   e. Maintaining and enhancing the City's sense of place and its property values.

2. General Facade Standards. All facades of a building shall be designed with a consistent architectural style, detail, and trim features, as set forth below:
   a. Primary facades. A primary facade is one that is in public view and faces or abuts a public or private street or right-of-way. A maximum of two facades will be considered primary facades, when more than two facades of a building have frontage on a street or right-of-way. All other facades will be considered secondary facades. Primary facades must comply with the following requirements:

      i. Building entrance. Buildings located along a public or private street or pedestrian right-of-way ~~shall~~ may be designed with an entrance to the building abutting each street or pedestrian right-of-way.
      ~~ii. Design features. The design of each primary facades shall include, at a minimum, two of the following design features:~~

         ~~(a) Glazing covering at a minimum 30 percent of the primary facade area, consisting of window and glazed door openings. False or faux windows are prohibited. As an alternative, up to 30 percent of the required glazing area may be covered with a trellis in lieu of glazing.~~
         ~~(b) Projected, or recessed covered public entries providing a minimum horizontal dimension of eight feet, and a minimum area of 128 square feet.~~
         ~~(c) Covered walkways, or arcades (excluding canvas type) depending on selected vernacular. The structure shall be permanent, and its design shall relate architecturally to the principal structure. The minimum width shall be eight feet, with a total length measuring 60 percent of the length of the associated facade.~~

   ~~b. Projections and Recesses. The building design must reduce the monotony of facades by breaking architectural elements into smaller pedestrian scale components or through use of varied materials, textures or colors, trim, roof lines, canopies and awnings in order to provide variation and visual interest. Façades shall be organized into three major components, the base (ground level), body (upper architecture) and cap (parapet, entablature or roofline).~~

~~i. All projects shall provide horizontal architectural treatments and/or façade articulations such as cornices, friezes, balconies, piers, awnings, pedestrian amenities, or other features for the first 15 feet of building height, measured vertically at street level.~~

~~ii. Projects with sixty linear feet or more of building frontage shall provide vertical architectural treatments and/or façade articulations such as columns, pilasters, indentations, stonework or similar treatment, storefront bays, windows, landscaping, or other feature at least every 30 feet on center. The vertical break shall be at least 24 to 36 inches in width.~~

3. Architectural Vernacular. The design standards applicable to this Overlay are intended to support development and redevelopment in context with the range of historical architectural styles found within the City consisting of the "Old Florida"/"Florida", "Mediterranean Revival", "Modern" and "Colonial" styles.
   a. Where "Old Florida/Florida" vernacular is utilized, the exterior finish material on all facades must be solid wood or cement-fiber board or stucco. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite Figures below.

      i. Small building massing, vary building form, volume, and heights
      ii. Lap siding with moldings at all fenestration
      iii. Covered verandas, porch, or colonnades at public entrances
      iv. Roof overhangs shall have a minimum projection of 2'-6"
      v. Metal Roofs (or material emulating) with a minimum roof pitch of 5:12
      vi. Hinged shutters, including Bahamas shutters
      vii. Exposed rafter tails
      viii. Dormers with a minimum roof pitch of 12:12
      ix. Column covers shall be solid wood or cement-fiber board or cement-plaster (stucco) proportioned appropriately to the small scale of the building massing
      x. Cornice molding and banding articulated
      xi. Awnings, fabric or metal covering

Composite Figure 1: Florida Vernacular

b. Where “Mediterranean Revival” vernacular is utilized, the exterior finish material on all facades must be smooth or textured stucco. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite Figures below.

i. Low pitched roofs, slope ratio of 3:12, hip, gable, with decorative brackets
ii. Covered verandas or porticos at public entrances
iii. Roof overhangs shall have a minimum projection of 2'-0"
iv. Tile or cast concrete barrel tile roofs (or material emulating)
v. Arcades, colonnades, and loggias with cement-fiber (stucco) finish columns, tapered or straight shafts with built-up base and capital
vi. Ornament of terra cotta or cast concrete
vii. Visually strong public entrance with deep stilted, elliptical entablature, and cornice moldings
viii. Arched or flathead windows and articulated trim, sill, and aprons of cement-plaster (stucco)
ix. Pergolas
x. Bell towers with pitched roof
xi. Articulated parapets on all facades (if required to conceal rooftop HVAC equipment)
xii. Symmetrical massing of façade
xiii. Articulated Iconic or Doric column capitals with thin abacus caps
xiv. Entablature with architrave, cornice, and frieze
xv. Quatrefoil accents

Composite Figure 2: Mediterranean Revival Vernacular

c. Where “Modern” vernacular is utilized, the exterior finish material on all facades must be smooth stucco. Brick accents are permitted. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite Figures below.

i. Flat roof with vertical projections above roof line; at roof with vertical projections above roof line
ii. Use of glass, glass block, mirror, and terrazzo accents
iii. Building design implements functional, open-air spaces, such as wide balconies, breezeways, and expansive sunshades
iv. Use of angular, asymmetric, geometric features, such as windows, trim, and accents
v. Light colors with contrasting banding at roofline and around windows and entry
vi. Ornamental statement walls with geometric or abstract patterns.
vii. Geometric railing, columns/post or iron work.

Composite Figure 3: Modern Vernacular

d. Where “Colonial” vernacular is utilized the exterior finish material on all facades must be lapped board siding, brick or smooth stucco. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite figures below.

i. Railings consisting of square balusters, turned balusters, or wrought iron/metal picket.
ii. Brick or stucco chimney.
iii. Porches with columns, balustrade elements and entablatures.
iv. Paneled and/or louvered shutters to be proportioned with the window width.
v. Lintels consisting of brick, stone, pre-cast concrete with smooth face and flush with veneer
vi. Dormers within the roofline.
vii. Symmetrical entries including door(s), windows, columns and porches.
viii. Column covers of solid wood or cement-fiber board or cement-plaster (stucco) proportioned appropriately to the small scale of the building massing;
ix. Gable or hip style roof with a pitches ranging from 6:12 to 10:12 slope.Flat roofs may be permitted for structures greater than 5,000 square feet of gross building area with the following requirements:
    a. Stepped parapet walls, not to exceed 42 inches high or as required to enclose rooftop equipment.
    b. Minimum 18-inch-high cornice treatment with three changes in the relief or thickness.
    c. Combination of pitched and flat roofs.
x. Fiberglass asphalt shingles or standing seam metal.
xi. Gutters and downspouts shall have a metal finish.

Composite Figure 4: Colonial Vernacular

~~(J) SITE DESIGN ELEMENTS. All projects shall have a minimum of two (2) of the following site elements:~~

~~1. Decorative landscape planters or planting areas, a minimum of five feet wide, and areas for shaded seating consisting of a minimum of 100 square feet.~~
~~2. Integration of specialty pavers, or stamped concrete along the building perimeter walkway. Said treatment shall constitute a minimum of 60 percent of walkway area.~~
~~3. Fountain or water element, a minimum of 100 square feet in area.~~
~~4. Two (2) accent or specimen trees, above the minimum landscape code requirements, along the front facade with a minimum height of 18 feet at planting.~~

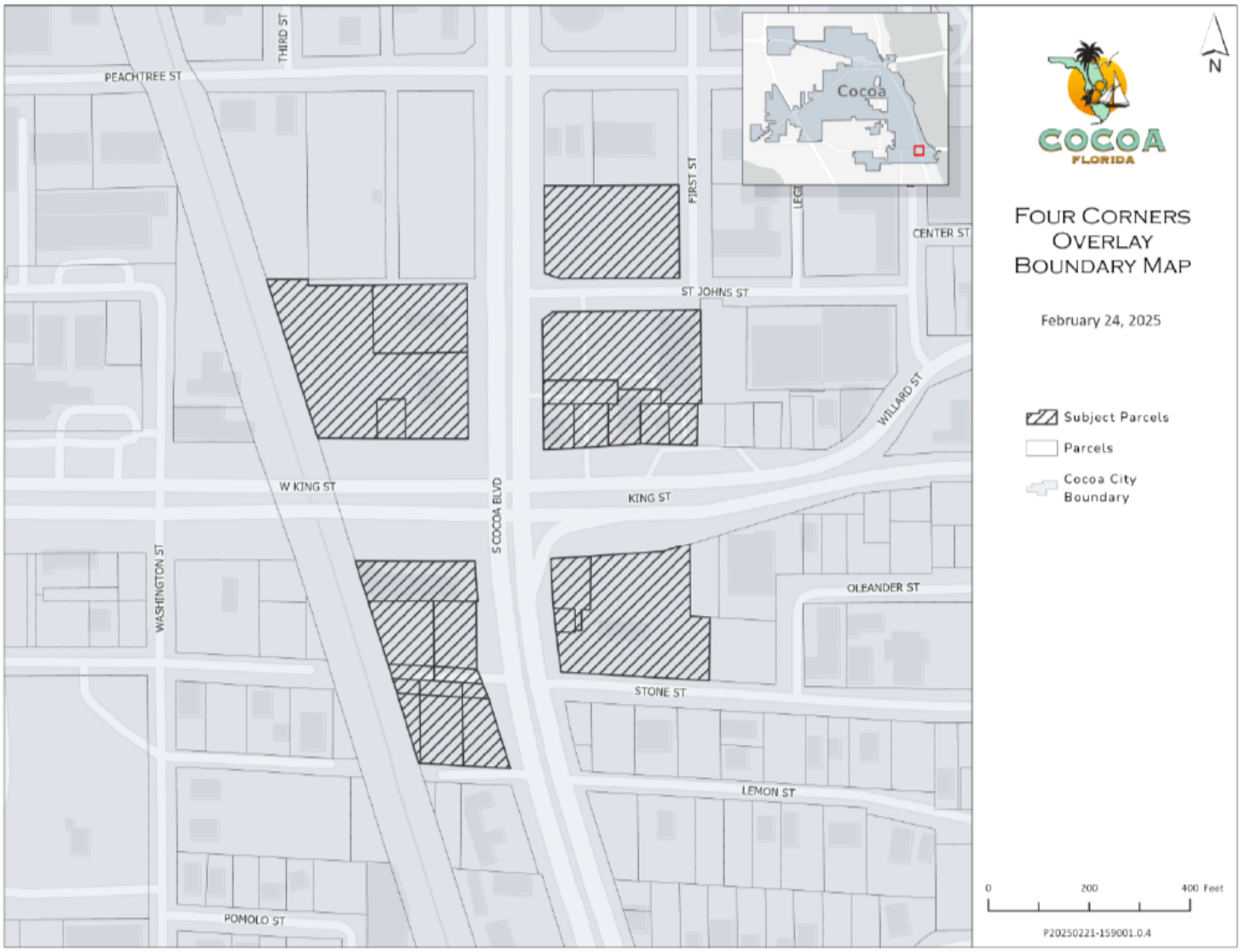
(K) SUPPLEMENTARY REGULATIONS.

1. Drive Thru Establishments.
   a. All drive-thru facilities (including pick up window(s), call boxes, menu boards, queuing lanes, and similar), regardless of principal use, shall be secondary in emphasis and priority to any other access and circulation functions. Such facilities shall be located on the rear and interior side of the building in order to block visibility from public rights-of-way through decorative screening, such as landscaped walls or panels, pergolas, trellises, lattice work or similar. In no case shall drive-thru facilities be located on street-facing facades of corner lots.
   b. Drive thru lanes shall not interrupt direct pedestrian access and avoid potential pedestrian/vehicle conflict. Each drive-through facility shall provide a walk-up service option, as well as drive-in. Pedestrian access cannot be routed through drive-through lanes, unless a clearly marked and elevated pedestrian crosswalk is provided through the drive-through lane(s) for safety purposes.

2. Outdoor display areas. Temporary exterior commercial uses, seating, dining and displays along the storefront's adjacent sidewalks are encouraged subject to approval by the City. All temporary displays shall maintain a minimum clear pedestrian walkway of five feet and shall not be located in off-street parking areas.

3. Overhead doors. Overhead doors, drop-off locations, service doors, dumpsters and/or loading docks shall not be located on the primary facades.

EXHIBIT B
Four Corners Overlay District Description



CONSISTING OF THE FOLLOWING TAX ID NUMBERS:

24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-31-*-R.1, 24-36-33-31-*-R.2, 24-36-33-31-*-R.3, 24-36-33-31-*-R.4, 24-36-33-31-*-R.5, 24-36-33-31-C-1, 24-36-33-31-C-2, 24-36-33-31-A-5, ~~24-36-33-00-251~~, ~~24-36-33-30-*-8,~~ 24-36-33-00-289, ~~24-36-33-01-*-51~~, 24-36-33-00-288, 24-36-33-30-*-21.03, 24-36-33-30-*-21.04, 24-36-33-00-258, 24-36-33-30-*-14, 24-36-33-30-*-15, 24-36-33-00-253, 24-36-33-32-*-9, 24-36-33-32-*-7, 24-36-33-32-*-3

ORDINANCE NO. 02-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI OF THE CODE OF THE CITY OF COCOA, CREATING AND ADOPTING THE FOUR CORNERS OVERLAY DISTRICT; PROVIDING FOR ITS PURPOSE AND APPLICABILITY; ESTABLISHING PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; PROVIDING FOR PERFORMANCE STANDARDS, INCLUDING SETBACKS, PARKING, LANDSCAPING, AND SIGNAGE REQUIREMENTS; ESTABLISHING BUILDING DESIGN STANDARDS; ESTABLISHING THE BOUNDARIES OF THE FOUR CORNERS OVERLAY DISTRICT, PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBITS "A" AND "B" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, certain properties located near the intersection of State Road 520 and US 1 within the City of Cocoa are currently zoned Commercial Parkway (C-P) and have a Future Land Use designation of Mixed Use in the City of Cocoa's Comprehensive Plan; and

WHEREAS, the Commercial Parkway (C-P) zoning district is not currently an allowable zoning district within the Mixed Use Future Land Use category; and

WHEREAS, the City Council desires to create and adopt a new Four Corners Overlay District (FCOD), which shall be a zoning overlay district for certain designated properties currently zoned Commercial Parkway (C-P) with a Mixed Used Future Land Use designation; and

WHEREAS, the City of Cocoa held a visioning workshop on June 17, 2024, requesting public input from the City's residents regarding solutions for streetscape, land use, mobility, and urban design considerations to implement the goals and objectives of the Mixed Use Future Land Use designation within the Four Corners area as described herein, the results of which were presented to the City Council, Cocoa Community Redevelopment Agency, and the Diamond Square Redevelopment Agency for further feedback on August 13, 2024, August 5, 2024, and August 19, 2024, respectively; and

WHEREAS, all properties within the FCOD are located within the Cocoa Community Redevelopment Area, and the FCOD is also intended to implement the Cocoa Redevelopment Agency Redevelopment Plan, as amended, which calls for a long-range strategy to utilize the FCOD properties as key gateways into the City of Cocoa and, specifically, the historic Cocoa Village, by promoting high quality development, architecture and wayfinding at the entrance to the City's downtown; and

WHEREAS, the goals and objectives of the Mixed Use Future Land Use designation, Cocoa Community Redevelopment Plan, and the results of the visioning workshop suggest that the FCOD should encourage the development of mixed-use projects, neighborhood-based, small-scale retail and service based uses with enhanced landscaping and architectural standards; and

WHEREAS, the Planning and Zoning Board of the City of Cocoa held a duly noticed public hearing on _____, regarding this Ordinance; and

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

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

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

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

Section 2. **Adoption of the Four Corners Overlay District.** Appendix A, Zoning, Article XI, Schedule of District Regulations, of the Code of the City of Cocoa is hereby amended to add a new Section 23 entitled "Four Corners Overlay District." Said amendments are set forth in full in **Exhibit "A"** attached hereto and fully incorporated herein by this reference.

Section 3. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change incorporating the Four Corners Overlay District for the real property identified and further depicted and described on **Exhibit "B,"** attached hereto and incorporated herein by this reference. City Staff are hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 7. **Effective Date.** This ordinance shall become effective immediately upon the effective date of Ordinance No. 01-2025 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance No. 01-2025 does not become effective, then this Ordinance shall become null and void.

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, CMC
City Clerk

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

EXHIBIT A

Sec. 23. - Four Corners Overlay District

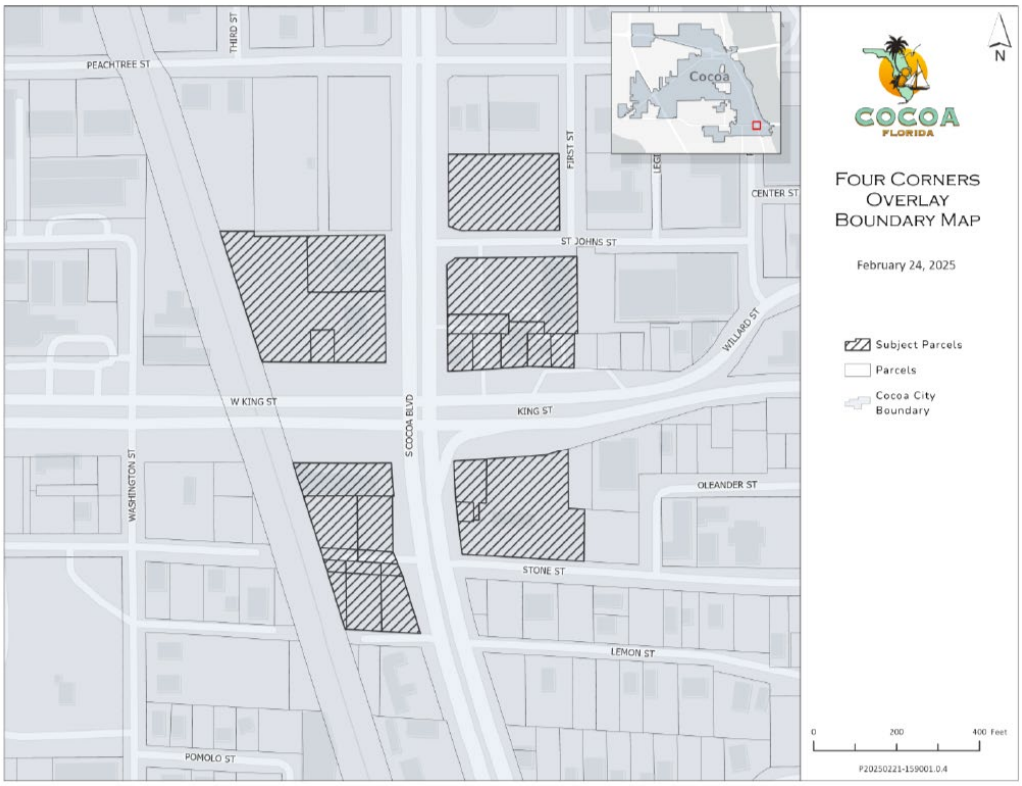
(A) RELATIONSHIP TO THE COCOA REDEVELOPMENT AREA (CRA). The Four Corners Overlay District (FCOD) assists in the implementation of the Cocoa Redevelopment Agency Redevelopment Plan, as amended. All properties within the FCOD are located within the Cocoa Community Redevelopment Area. The Redevelopment Plan provides for a long-range strategy to utilize the FCOD properties as key gateways into the City of Cocoa and, specifically, the historic Cocoa Village, by promoting high quality development, architecture and wayfinding at the entrance to the City's downtown.

(B) PURPOSE. The purpose of the Four Corners Overlay District (FCOD) is to encourage attractive, functional, compact and multi-modal redevelopment of the State Road 520/King Street and US Highway 1 intersection, which serves as a key gateway to the City of Cocoa Redevelopment Area, and more specifically Cocoa Village. The Overlay implements the Redevelopment Plan's vision by establishing urban design standards to improve the built form, community character, aesthetics and function of the "Four Corners" of the intersection.

(C) APPLICABILITY.

1. The FCOD shall apply to those properties depicted in Figure No. FCOD 1. All properties shall have the Mixed Use Future Land Use Designations, as detailed in the City's Comprehensive Plan.

Figure FCOD 1



2. The provisions of this Section, when in conflict with other sections of the Zoning Ordinance of the City of Cocoa, shall ~~take precedence over~~ defer to such other codes, ordinances, regulations and standards, including the Cocoa Waterfront Overlay District, except the Local Health and Safety Codes. Where in conflict, numerical metrics shall take precedence over graphic metrics.

3. Legal non-conforming uses and structures may continue in accordance with Appendix A Zoning, Article X.

4. Issues not covered by this Section shall be subject to those sections of this Zoning Ordinance addressing such issues, except where they would be in conflict with Subsection (B) of this Section, Purpose.

5. Major Development. The regulations contained in this Code shall apply to both new development and major redevelopment activities within the FCOD. Major development activities, for purposes of this Section, are defined below and must comply with all provisions of this Section.
   a. Any new development requiring approval of a Small-Scale or Large-Scale Site Plan; or
   b. The building floor area is being increased by more than thirty (30) percent; or
   c. Fifty (50) percent or more of the existing building floor area is being replaced; or
   d. There is a combination of floor area increase and existing floor area replacement by fifty (50) percent or more of the original building floor area; or
   e. Building renovation or improvements performed over a period of five (5) years that are fifty (50) percent or more of the current assessed value of the structure or greater.

6. Minor Development. Minor developments, for the purpose of this Section, are defined below and must comply with Landscaping, Signage, Pedestrian Access and Visual Screen, and Site Design Elements regulations in subsections (H) and (J) of this Section.
   a. Projects requiring approval of a Minor Amendment to a Site Plan, including changes of use;
   b. The building floor area is being increased by more than fifteen (15) percent but less than thirty (30) percent; or
   c. More than fifteen (15) percent but less than fifty (50) percent of the existing building floor area is being replaced; or
   d. There is a combination of floor area increase and existing floor area replacement exceeding fifteen (15) percent of the original building floor area but less than fifty (50) percent; or
   e. Building renovation or improvements performed over a period of five years that exceed fifteen (15) percent but are less than 50 percent of the current assessed value of the structure.

7. The addition of any new principal building or structures on a parcel with a previously constructed structure which shall remain and/or the creation of an outparcel for new development shall require compliance with all regulations of this Section for such new building or structure and shall require compliance with Landscaping, Signage, Pedestrian Access and Visual Screen regulations in subsection (H) and (J) for the entire property. The existing structure and its use shall remain subject to Appendix A, Zoning, Article X.

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

1. Automotive Repair.

2. Book and stationery stores, business supply retail stores.
3. Business service establishments.
4. Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities and other places of worship.
5. Craft breweries and craft wineries, with a bar and/or lounge area as an accessory use, subject to the following:
    a. Onsite production shall be limited to beer or wine only; and
    b. Bar and lounge areas associated with the brewery may serve beer and wine, only; and
    c. No alcohol consumption, other than that associated with the bar and lounge area, shall be permitted on-site; and
    d. All materials and supplies related to the brewery or winery operation shall be stored in an enclosed structure.
    e. The craft brewery or winery must comply with the restrictions as to location in Appendix A, Zoning, Article XIII, Section 20.
6. Commercial recreation such as theatres, driving ranges, bowling alleys, and similar uses except drive-in theatres (enclosed structures shall be air conditioned).
7. Cultural centers, social service centers, museums, galleries, and community centers-Noncommercial.
8. Financial institutions and related services.
9. Grocery Stores
10. Gym and fitness facilities, 7,500 square feet or less.
11. Health care facilities, including but not limited to hospitals, nursing homes and hospices, and assisted living facilities.
12. Health food stores.
13. Hotels, as defined in 509.242, F.S, except there shall be no more than fifty (50) units per gross residential acre, and the minimum living area per room shall be three hundred (300) square feet.
14. Libraries.
15. Mixed use, vertically integrated structures consisting of multiple-family residential and/or office uses over retail, or other similarly mixed-uses.
16. Personal service establishments such as florist shops, barber and beauty shops, laundry and dry-cleaning pickup stations, tailor shops, and similar uses.
17. Pet grooming.
18. Plant nurseries and greenhouses, providing that no outside display of merchandise shall be contained in the required setbacks.
19. Printing, engraving and related reproduction processes as well as the publishing and distribution of books, newspapers and other printed material.
20. Private clubs in conjunction with a mixed-use, commercial or hotel use.
21. Professional offices, services, and studios such as medical; dental; optical; legal; engineering; real estate; insurance; travel agents; employment services consultant.
22. Post Offices
23. Restaurants (bars and lounges allowed only as an accessory use to restaurant), subject to the following:
    a. Walls and/or opaque vegetative screening buffers shall be required between the restaurant and adjacent properties with residential zoning designations.
24. Research, design and development activities and accessory laboratories where the use does not involve:
    a. Operation of heavy machinery or equipment, or
    b. Creation of noise, fumes, dirt, or
    c. Damage to or interference with other properties.
    d. Where all work is done within the building.
    e. Where no product is manufactured except purely incidental results of such research, design and development activities for the purpose of these activities only and not for sale.

25. New and used automotive vehicles, heavy commercial vehicles, major recreational equipment, agricultural equipment, and mobile home sales and/or rentals with accessory uses.

26. Retail automotive gasoline/fuel sales as a standalone use.

27. Storage garage.

28. Retail stores, sales and display rooms (except automotive) and similar uses, not exceeding 30,000 square feet in size, including not limited to places such as bakeries and confectionary/ice cream stores in which goods are produced and sold at retail upon the premises. Outside display areas providing the following provisions are met:
    a. The area outside shall not exceed in size one-third (⅓) the enclosed area of the principal structure.
    b. The outside display area shall be surfaced with concrete or asphalt or other suitable materials.
    c. The outside display area may be open along the front of the lot but shall be effectively screened on the sides in order to avoid any deleterious effect on adjacent properties.
    d. The outside display areas shall be considered the same as the floor area for the purpose of calculating off-street parking requirements.
29. Shopping center.
30. Veterinary hospitals and clinics provided that all areas used for boarding or temporary housing of animals shall be completely enclosed unless appropriate safeguards are constructed to control objectionable odors and/or noises.

(E) ACCESSORY USES AND STRUCTURES.

1. Customary accessory uses clearly incidental and subordinate to the principal use, and in keeping with the highway approach character of the district.

(F) SPECIAL EXCEPTIONS. The following uses shall require special exception approval within the Four Corners Overlay District:

1. Childcare centers, day nurseries of kindergartens.
2. Food Truck Park with the following standards:
    a. A stabilized surface for the parking of the intended number of food trucks must be provided.
    b. A minimum 10 feet of clearance between each food truck must be provided. The site plan must demonstrate adequate access and area for effective delivery of emergency services.
    c. Central water and sewer must be provided for all mobile food vendors and the general public.
    d. A minimum of one (1) trash receptacle per food truck must be provided. A dumpster pad and enclosure must be provided to support the food truck park and must be screened from views from streets and adjacent properties.
    e. The food truck park must be the sole principal use of the property. A minimum of two (2) food trucks must be parked on the property at all times.
    f. The site must contain a permanent accessory structure with a minimum square footage of 1,000 SF or 250 SF per food truck space, whichever is greater, to provide restrooms, seating and service areas. Restroom facilities will be required based on the standards of the Florida Building Code.
    g. Any accessory structures, seating areas, pedestrian access must be specifically approved as part of the submitted Site Plan.
    h. There shall be no more than one food truck park within 500 feet of another permitted park or mobile food vending location.
    i. Parking will be provided at three (3) spaces per food truck, plus one (1) additional parking space per 15 seats.

j. The provisions of Article XIII, Section 32 – Mobile Vending shall not apply to a food truck park.

3. Multiple-family dwellings as regulated by Section 6, RU-2-25 Multiple-Family District.

(G) PROHIBITED USES. The following uses shall be prohibited within the Four Corners Overlay District:

1. Automobile laundry or quick wash.
2. ~~Automotive Repair.~~
3. Convenience Store with or without gas pumps.
4. Dry cleaning plants.
5. Electronic communication/transmission facilities and exchanges.
6. Liquor stores (retail) .
7. Bars and lounges.
8. Mortuaries and funeral homes.
9. Motels as defined in 509.242, F.S.
10. ~~New and used automotive vehicles, heavy commercial vehicles, major recreational equipment, agricultural equipment, and mobile home sales and/or rentals with accessory uses.~~
11. Package store, beer and wine.
12. ~~Retail automotive gasoline/fuel sales as a standalone use.~~
13. ~~Storage garage.~~
14. Security mobile home or facility located on public or private property.
15. Self-service storage facilities.
16. Smoke shops, retail vape, retail nicotine/tobacco/smoking device dealers; hookah lounges.
17. Pharmacy, medical marijuana treatment center dispensing facilities, and apothecaries.
18. Television dish receivers and antennae as regulated by Article XIII, Section 21, Television dish receivers and antennae, cellular towers.
19. In addition to the uses listed in this Subsection (G), all other uses not specifically or provisionally permitted herein.

(H) PERFORMANCE STANDARDS. The following performance standards apply to applicable development and redevelopment in the FCOD.

Performance Standards	**Requirements**		**Notes**
	Minimum Requirement	**Maximum Requirement**	
Building Placement/Height			
Street/Front Yard(s)	10 feet	15 feet	Maximum street setback may be increased in order to accommodate sidewalk café/outdoor seating areas or public/civic use areas in compliance with standards set forth in Section 14-65 of the City Code.
Side Yard (Interior)	5 feet	N/A	
Rear	15 feet	N/A	
Maximum Building Height	Four (4) stories/60 feet		Up to four (4) stories in height permitted where fourth story is setback a minimum of 5' and a maximum of 10' from the third story. Ground Floor

		Height: minimum fifteen (15) feet, maximum thirty (30) feet. When the ground floor height is twenty (20) feet or greater, it shall count as two (2) stories. Upper Floor Height: minimum 9 (nine) feet, maximum fourteen (14) feet, measured floor to floor.
Maximum Impervious Coverage	75%	Maximum impervious coverage may be increased to 95% if the development demonstrates enhanced landscaping, multi-modal access including but not limited to transit stop, enhanced architectural design, public art and/or civic space, gateway and wayfinding elements, public easements, as to be determined by the City Manager or his designee.
Parking		
Off-Street Parking	Pursuant to article XII, Off-street Parking and Loading Regulations, provided, however, that vertically-integrated mixed-use developments, where residential and non-residential uses are located within the same structure, may be allowed a reduction in parking up to 20% upon a request by the applicant and subject to the approval of the City Manager or designee, Planning and Zoning Board or City Council, as applicable, through the site plan approval process. Shared parking agreements are encouraged.	The placement of off-street parking is prohibited between the front building façade(s) and abutting rights-of-way.
Off-Street Loading	Pursuant to article XII, Off-street Parking and Loading Regulations.	Service areas, which include areas designated for loading and unloading of goods, and refuse collection shall be buffered from rights-of-way by a minimum of one (1) canopy tree every thirty (30) ~~feet on the exterior of a minimum six (6) foot high wall or hedgerow.~~
Landscaping		

Streetscape Buffer	~~A landscaped strip of land at least ten (10) feet in width shall be provided between the abutting right-of-way and the principal or accessory structure. Such landscaping shall include two (2) canopy trees for each fifty (50) lineal feet or fraction thereof, consistent with Florida Power & Lights (FPL) "Right Tree, Right Place" guidelines relating to tree sizing and setback from powerlines. Canopy trees may be replaced by palms, in clusters with a minimum of three (3) palm trees equivalent to one (1) canopy tree. A hedge row of at least three (3) feet in height shall be placed along the perimeter of such landscaped strip.~~	
Abutting Property & Vehicle Use Area Buffers	In accordance with Article XIII. - Supplementary District Regulations, Section 5 Visual Screens and Section 22, Landscape Requirements	
Building Perimeter Plantings	~~Foundation plantings around the perimeter of the building equal to ten (10) percent of the proposed building gross ground level floor area.~~	Planting areas must be located abutting all sides of the building facing a roadway, (not including the loading area), except when the side of the building directly abuts a landscape buffer. The perimeter planting areas must consist of landscape areas, raised planters or planter boxes that are a minimum of five feet wide. These landscape areas must include shrubs and ground cover plants with a minimum of 2~~5~~0 percent coverage of the landscape area at the time of planting.
Signage		
Allowable Sign Types	Permanent signage types are limited to attached/wall and monument-style ground signs only, except menu board signs associated with sidewalk cafes are permitted as set forth in this Code. Temporary signs are permitted in accordance with Code of Ordinances, Chapter 3, Article II, Sign Regulations. Window signs shall be limited to applique or decal signage permitted in accordance	All other sign types are expressly prohibited, including but not limited to, pole signs, Neon/LED/electronic, laser or video signs. Animated, flashing or swinging signs; Roof signs; Trailer signs; pennants, feather signs or streams; balloons or inflatable signs; poster window signs.

	with Code of Ordinances, Chapter 3, Article II, Sign Regulations.	
Number of Signs	One (1) ground and one (1) attached or wall signage are permitted per principal structure, except that one (1) ground sign and one (1) attached or wall sign is permitted on each primary façade on a corner lot.	Temporary signs are permitted in accordance with Code of Ordinances, Chapter 3, Article II, Sign Regulations.
Maximum Sign Height	~~Eight (8)~~ Fifteen (15) feet measured from the center line of the adjacent right-of-way for ground	
Maximum Sign Area	The combined square footage of all signage may not exceed 1 square foot of signage per linear foot of property frontage on a public right-of-way, but in no case may exceed ~~64~~ 96 square feet.	Wall sign area may not exceed 20% of the façade area on which the sign is located. No more than 20% of the window area may be obscured by window signage.
Sign Setbacks (Wall Signs)	0’	
Sign Setbacks (Ground Signs)	10’	
Access Standards		
Pedestrian Access	All developments must provide internal sidewalks/pedestrian access to the entrances of each building from the adjoining public sidewalk system and sidewalks on abutting properties. Pedestrian interconnectivity between parcels is required.	
Vehicular Access	Pursuant to Land Development Code, Article XIII, Section 4. Vehicular interconnectivity between parcels is required.	
Visual Screens		
Fencing	Pursuant to Land Development Code, Article XIII, Section 5, Commercial Fence and Wall Bulk Regulations, except that fencing on property lines abutting public rights-of-way must be decorative in nature and limited to 4 feet in height. Chain link fencing is expressly prohibited along all property lines.	

(I) BUILDING DESIGN STANDARDS. Buildings in the FCOD shall demonstrate a coherent architectural vernacular and associated building features/elements to promote visually pleasing and context-sensitive development consistent with sound principles of urban design in the City.

1. Design Intent. Building design for development and redevelopment in FCOD must demonstrate consistency with the following objectives:

a. Encouraging building forms that reinforce pedestrian access and mobility.
b. Creating usable outdoor space through the arrangement and interconnectivity of commercial buildings along street frontages.
c. Encouraging buildings of compatible type and scale using varied architectural styles.
d. Enhancing the City's gateway to Cocoa Village as an attractive destination and enhancing the visual quality of the City.
e. Maintaining and enhancing the City's sense of place and its property values.

2. General Facade Standards. All facades of a building shall be designed with a consistent architectural style, detail, and trim features, as set forth below:
   a. Primary facades. A primary facade is one that is in public view and faces or abuts a public or private street or right-of-way. A maximum of two facades will be considered primary facades, when more than two facades of a building have frontage on a street or right-of-way. All other facades will be considered secondary facades. Primary facades must comply with the following requirements:

      i. Building entrance. Buildings located along a public or private street or pedestrian right-of-way ~~shall~~ may be designed with an entrance to the building abutting each street or pedestrian right-of-way.
      ~~ii. Design features. The design of each primary facades shall include, at a minimum, two of the following design features:~~

         ~~(a) Glazing covering at a minimum 30 percent of the primary facade area, consisting of window and glazed door openings. False or faux windows are prohibited. As an alternative, up to 30 percent of the required glazing area may be covered with a trellis in lieu of glazing.~~
         ~~(b) Projected, or recessed covered public entries providing a minimum horizontal dimension of eight feet, and a minimum area of 128 square feet.~~
         ~~(c) Covered walkways, or arcades (excluding canvas type) depending on selected vernacular. The structure shall be permanent, and its design shall relate architecturally to the principal structure. The minimum width shall be eight feet, with a total length measuring 60 percent of the length of the associated facade.~~

   ~~b. Projections and Recesses. The building design must reduce the monotony of facades by breaking architectural elements into smaller pedestrian scale components or through use of varied materials, textures or colors, trim, roof lines, canopies and awnings in order to provide variation and visual interest. Façades shall be organized into three major components, the base (ground level), body (upper architecture) and cap (parapet, entablature or roofline).~~

      ~~i. All projects shall provide horizontal architectural treatments and/or façade articulations such as cornices, friezes, balconies, piers, awnings, pedestrian amenities, or other features for the first 15 feet of building height, measured vertically at street level.~~
      ~~ii. Projects with sixty linear feet or more of building frontage shall provide vertical architectural treatments and/or façade articulations such as columns, pilasters, indentations, stonework or similar treatment, storefront bays, windows, landscaping, or other feature at least every 30 feet on center. The vertical break shall be at least 24 to 36 inches in width.~~

3. Architectural Vernacular. The design standards applicable to this Overlay are intended to support development and redevelopment in context with the range of historical architectural styles found within the City consisting of the "Old Florida"/"Florida", "Mediterranean Revival", "Modern" and "Colonial" styles.

a. Where “Old Florida/Florida” vernacular is utilized, the exterior finish material on all facades must be solid wood or cement-fiber board or stucco. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite Figures below.

i. Small building massing, vary building form, volume, and heights
ii. Lap siding with moldings at all fenestration
iii. Covered verandas, porch, or colonnades at public entrances
iv. Roof overhangs shall have a minimum projection of 2'-6"
v. Metal Roofs (or material emulating) with a minimum roof pitch of 5:12
vi. Hinged shutters, including Bahamas shutters
vii. Exposed rafter tails
viii. Dormers with a minimum roof pitch of 12:12
ix. Column covers shall be solid wood or cement-fiber board or cement-plaster (stucco) proportioned appropriately to the small scale of the building massing
x. Cornice molding and banding articulated
xi. Awnings, fabric or metal covering

Composite Figure 1: Florida Vernacular

b. Where “Mediterranean Revival” vernacular is utilized, the exterior finish material on all facades must be smooth or textured stucco. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite Figures below.

i. Low pitched roofs, slope ratio of 3:12, hip, gable, with decorative brackets
ii. Covered verandas or porticos at public entrances
iii. Roof overhangs shall have a minimum projection of 2'-0"
iv. Tile or cast concrete barrel tile roofs (or material emulating)
v. Arcades, colonnades, and loggias with cement-fiber (stucco) finish columns, tapered or straight shafts with built-up base and capital
vi. Ornament of terra cotta or cast concrete
vii. Visually strong public entrance with deep stilted, elliptical entablature, and cornice moldings
viii. Arched or flathead windows and articulated trim, sill, and aprons of cement-plaster (stucco)
ix. Pergolas
x. Bell towers with pitched roof
xi. Articulated parapets on all facades (if required to conceal rooftop HVAC equipment)
xii. Symmetrical massing of façade
xiii. Articulated Iconic or Doric column capitals with thin abacus caps
xiv. Entablature with architrave, cornice, and frieze
xv. Quatrefoil accents

Composite Figure 2: Mediterranean Revival Vernacular

c. Where “Modern” vernacular is utilized, the exterior finish material on all facades must be smooth stucco. Brick accents are permitted. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite Figures below.

i. Flat roof with vertical projections above roof line; at roof with vertical projections above roof line
ii. Use of glass, glass block, mirror, and terrazzo accents
iii. Building design implements functional, open-air spaces, such as wide balconies, breezeways, and expansive sunshades
iv. Use of angular, asymmetric, geometric features, such as windows, trim, and accents
v. Light colors with contrasting banding at roofline and around windows and entry
vi. Ornamental statement walls with geometric or abstract patterns.
vii. Geometric railing, columns/post or iron work.

Composite Figure 3: Modern Vernacular

d. Where “Colonial” vernacular is utilized the exterior finish material on all facades must be lapped board siding, brick or smooth stucco. Building designs must provide a minimum of six (6) elements per primary façade, and a minimum of three (3) elements per secondary façade. See Composite figures below.

i. Railings consisting of square balusters, turned balusters, or wrought iron/metal picket.
ii. Brick or stucco chimney.
iii. Porches with columns, balustrade elements and entablatures.

iv. Paneled and/or louvered shutters to be proportioned with the window width.
v. Lintels consisting of brick, stone, pre-cast concrete with smooth face and flush with veneer
vi. Dormers within the roofline.
vii. Symmetrical entries including door(s), windows, columns and porches.
viii. Column covers of solid wood or cement-fiber board or cement-plaster (stucco) proportioned appropriately to the small scale of the building massing;
ix. Gable or hip style roof with a pitches ranging from 6:12 to 10:12 slope.Flat roofs may be permitted for structures greater than 5,000 square feet of gross building area with the following requirements:
    a. Stepped parapet walls, not to exceed 42 inches high or as required to enclose rooftop equipment.
    b. Minimum 18-inch-high cornice treatment with three changes in the relief or thickness.
    c. Combination of pitched and flat roofs.
x. Fiberglass asphalt shingles or standing seam metal.
xi. Gutters and downspouts shall have a metal finish.

Composite Figure 4: Colonial Vernacular

~~(J) SITE DESIGN ELEMENTS. All projects shall have a minimum of two (2) of the following site elements:~~

~~1. Decorative landscape planters or planting areas, a minimum of five feet wide, and areas for shaded seating consisting of a minimum of 100 square feet.~~
~~2. Integration of specialty pavers, or stamped concrete along the building perimeter walkway. Said treatment shall constitute a minimum of 60 percent of walkway area.~~
~~3. Fountain or water element, a minimum of 100 square feet in area.~~
~~4. Two (2) accent or specimen trees, above the minimum landscape code requirements, along the front facade with a minimum height of 18 feet at planting.~~

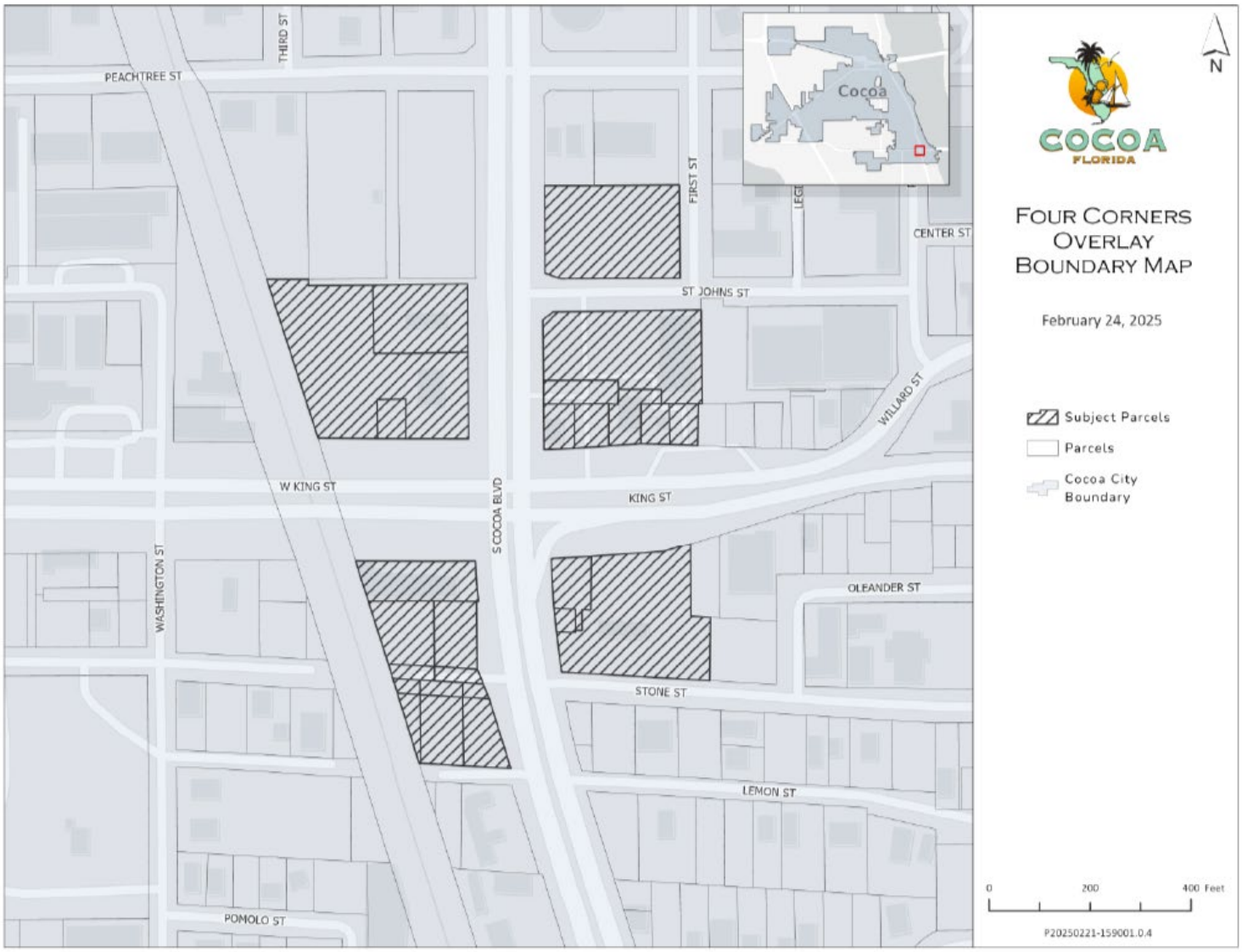
(K) SUPPLEMENTARY REGULATIONS.

1. Drive Thru Establishments.
   a. All drive-thru facilities (including pick up window(s), call boxes, menu boards, queuing lanes, and similar), regardless of principal use, shall be secondary in emphasis and priority to any other access and circulation functions. Such facilities shall be located on the rear and interior side of the building in order to block visibility from public rights-of-way through decorative screening, such as landscaped walls or panels, pergolas, trellises, lattice work or similar. In no case shall drive-thru facilities be located on street-facing facades of corner lots.
   b. Drive thru lanes shall not interrupt direct pedestrian access and avoid potential pedestrian/vehicle conflict. Each drive-through facility shall provide a walk-up service option, as well as drive-in. Pedestrian access cannot be routed through drive-through lanes, unless a clearly marked and elevated pedestrian crosswalk is provided through the drive-through lane(s) for safety purposes.

2. Outdoor display areas. Temporary exterior commercial uses, seating, dining and displays along the storefront's adjacent sidewalks are encouraged subject to approval by the City. All temporary displays shall maintain a minimum clear pedestrian walkway of five feet and shall not be located in off-street parking areas.

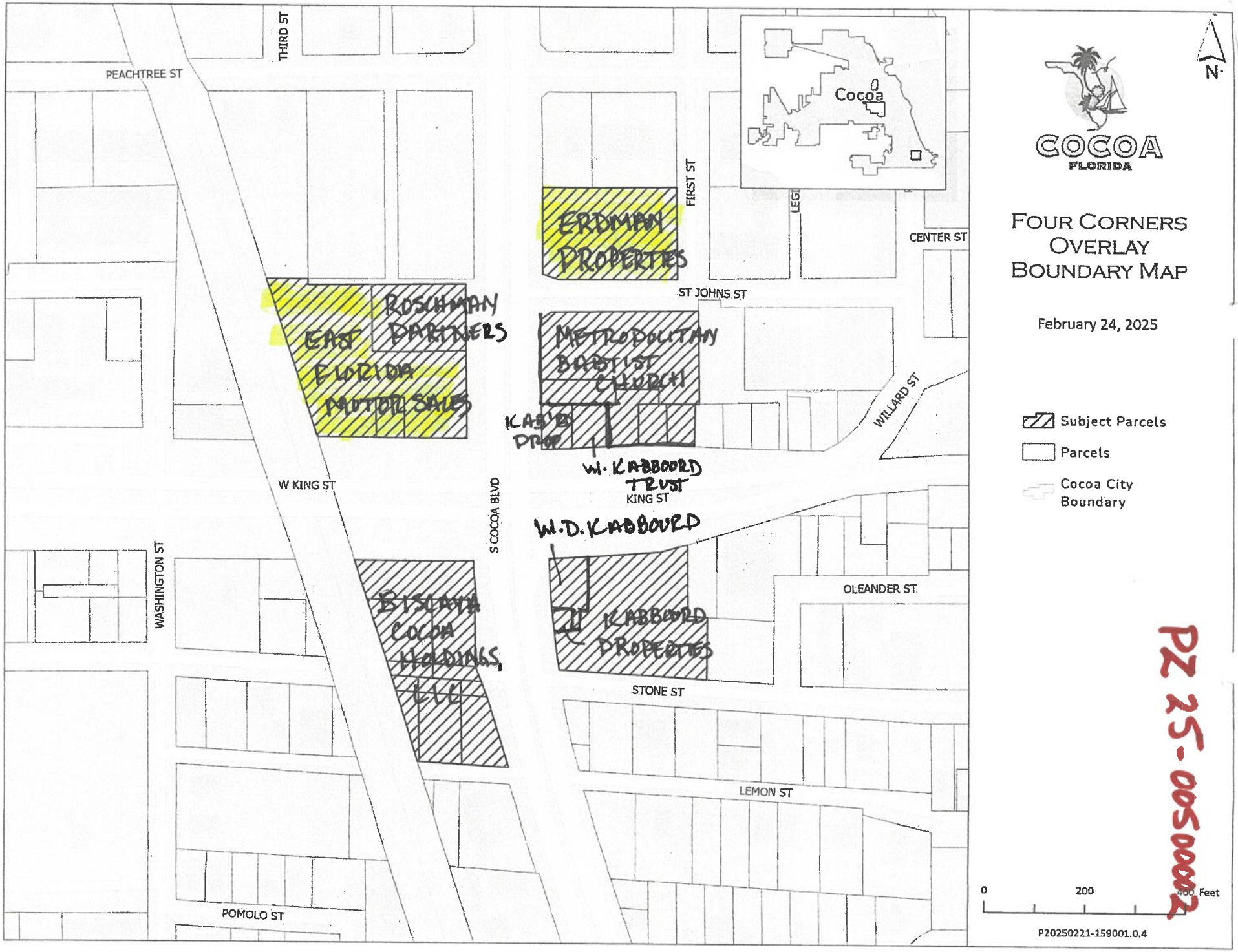
3. Overhead doors. Overhead doors, drop-off locations, service doors, dumpsters and/or loading docks shall not be located on the primary facades.

EXHIBIT B
Four Corners Overlay District Description



CONSISTING OF THE FOLLOWING TAX ID NUMBERS:

24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-31-*-R.1, 24-36-33-31-*-R.2, 24-36-33-31-*-R.3, 24-36-33-31-*-R.4, 24-36-33-31-*-R.5, 24-36-33-31-C-1, 24-36-33-31-C-2, 24-36-33-31-A-5, ~~24-36-33-00-251~~, ~~24-36-33-30-*-8,~~ 24-36-33-00-289, ~~24-36-33-01-*-51~~, 24-36-33-00-288, 24-36-33-30-*-21.03, 24-36-33-30-*-21.04, 24-36-33-00-258, 24-36-33-30-*-14, 24-36-33-30-*-15, 24-36-33-00-253, 24-36-33-32-*-9, 24-36-33-32-*-7, 24-36-33-32-*-3


THIRD ST
PEACHTREE ST
Cocoa
FIRST ST
CENTER ST
ERDMAN PROPERTIES
ST JOHNS ST
ROSCHMAN PARTNERS
EAST FLORIDA MOTOR SALES
METROPOLITAN BAPTIST CHURCH
W. KABBOORD TRUST
WILLARD ST
W KING ST
KING ST
S COCOA BLVD
W.D. KABBOORD
WASHINGTON ST
OLEANDER ST
BISCAYA COCOA HOLDINGS, LLC
KABBOORD PROPERTIES
STONE ST
LEMON ST
POMOLO ST
N
COCOA
FLORIDA
FOUR CORNERS OVERLAY BOUNDARY MAP
February 24, 2025
Subject Parcels
Parcels
Cocoa City Boundary
0
200
400 Feet
P20250221-159001.0.4
PZ 25-000002

Account: 2425477 Parcel ID: 24-36-33-00-251
Sale: 2/17/2000 $1,200,000
BCPAO Market Value: $467,600
Owners: EAST FLORIDA MOTOR SALES INC
Address: 219 S COCOA BLVD UNIT CAR-EX COCOA FL 32922

Zoom | Clear | Details | EagleView | Hide Info

BCPAODana Blickley, CFA, Brevard County Property Appraiser | Instructions | Disclaimer

REAL PROPERTY DETAILS

Account 2425825 - Roll Year 2024

Owners	EAST FLORIDA MOTORS SALES INC
Mailing Address	4650 HIGHWAY 520 COCOA FL 32926
Site Address	500 W KING ST COCOA FL 32922
Parcel ID	24-36-33-30-*-8
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	1000 - VACANT COMMERCIAL LAND
Total Acres	0.08
Site Code	0310 - STATE ROAD 520
Plat Book/Page	0002/0034
Subdivision	SUNNYSIDE ADDN TO COCOA DRAWDYS PLAT OF
Land Description	SUNNYSIDE ADDN TO COCOA DRAWDYS PLAT OF LOT 8 & 16 FT VAC ALLEY ON N EX RD R/W

VALUE SUMMARY

Category	2024	2023	2022
Market Value	$16,940	$16,940	$16,940
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$16,940	$16,940	$16,940
Assessed Value School	$16,940	$16,940	$16,940
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$16,940	$16,940	$16,940
Taxable Value School	$16,940	$16,940	$16,940

SALES / TRANSFERS

Date	Price	Type	Instrument
06/25/2021	$80,000	WD	9171/0691
12/01/2009	--	TD	6086/2711
10/26/2007	--	TD	5822/4791

No Data Found

REAL PROPERTY DETAILS
Account 2425477 - Roll Year 2024

Owners	EAST FLORIDA MOTOR SALES INC
Mailing Address	4650 HIGHWAY 520 COCOA FL 32926
Site Address	219 S COCOA BLVD UNIT CAR-EX COCOA FL 32922
Parcel ID	24-36-33-00-251
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	2730 - USED AUTOMOBILE SALES
Total Acres	1.46
Site Code	0310 - STATE ROAD 520
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF SW 1/4 OF NW 1/4, LOTS 5, 6,7,9,10,11 OF PB 2 PG 34 AND ADJ VAC ALLEY ALL AS DESC IN ORB 356 PG 615, 2690 PG 615 EXC RD & HWY R/W PARS 251.1, 252, 30-*-A, & 9

VALUE SUMMARY

Category	2024	2023	2022
Market Value	$467,600	$420,390	$415,860
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$462,420	$420,390	$415,860
Assessed Value School	$467,600	$420,390	$415,860
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$462,420	$420,390	$415,860
Taxable Value School	$467,600	$420,390	$415,860

SALES / TRANSFERS

Date	Price	Type	Instrument
02/25/2004	--	QC	5218/0278
12/01/2001	--	QC	4497/0416
02/17/2000	$1,200,000	WD	4125/1715
08/01/1994	$800,000	PT	3414/0390
02/15/1989	--	WD	2980/1789
04/15/1986	$80,500	WD	2690/0084
08/01/1983	--	PT	2446/1798

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 2730 - USED AUTOMOBILE SALES

Materials		Details	
Exterior Wall:	STUCCO , THERMAL GLASS	Year Built	1961
Frame:	MASNRYCONC , METALFRAME	Story Height	12
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	
		Commercial Units	1

Sub-Areas		Extra Features	
Base Area (1st)	1,980	Paving - Asphalt	5,946
Open Porch	644	Paving - Concrete	18,316
Total Base Area	1,980	Fence - Chain Link 6'	144
Total Sub Area	2,624	Light Poles	13
		Light Poles	5

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2024 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2425477		23D0

Pay your taxes online at www.brevardtc.com

EAST FLORIDA MOTOR SALES INC
4650 Highway 520
Cocoa, FL 32926-2333

219 S COCOA BLVD CAR-EX

PART OF SW 1/4 OF NW 1/4, LOTS 5, 6,7,9,10,11 OF PB 2 PG 34 AND ADJ VAC
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	2.9207	462,420	0	462,420	1,350.59
BREVARD LIBRARY DISTRICT	0.3306	462,420	0	462,420	152.88
BREVARD MOSQUITO CONTROL	0.1367	462,420	0	462,420	63.21
RECREATION DISTRICT 4 - MAINT	0.5036	462,420	0	462,420	232.87
TI-CO AIRPORT AUTHORITY	0.0000	462,420	0	462,420	0.00
SCHOOL - BY STATE LAW	3.0630	467,600	0	467,600	1,432.26
SCHOOL - BY LOCAL BOARD	0.7480	467,600	0	467,600	349.76
BPS VOTED TEACHER PAY	1.0000	467,600	0	467,600	467.60
SCHOOL - CAPITAL OUTLAY	1.5000	467,600	0	467,600	701.40
CITY OF COCOA	6.9532	462,420	0	462,420	3,215.30
ST JOHNS RIVER WATER MGMT DST	0.1793	462,420	0	462,420	82.91
FLA INLAND NAVIGATION DIST	0.0288	462,420	0	462,420	13.32
ENV END LD/WTR LTD	0.0467	462,420	0	462,420	21.60
ENV END LD/WTR LTD(DBTP)	0.0078	462,420	0	462,420	3.61

TOTAL MILLAGE	17.4184	AD VALOREM TAXES	$8,087.31

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
115 STORMWATER COCOA	1,272.00
158 SOLID WASTE DISPOSAL	201.46
167 FIRE SERVICES - COCOA	575.26

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$2,048.72

If Paid By	Nov 30, 2024				
Please Pay	$9,730.59				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2024 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2425477		23D0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

EAST FLORIDA MOTOR SALES INC
4650 Highway 520
Cocoa, FL 32926-2333

PAYING ONLINE VIA E-CHECK IS FREE

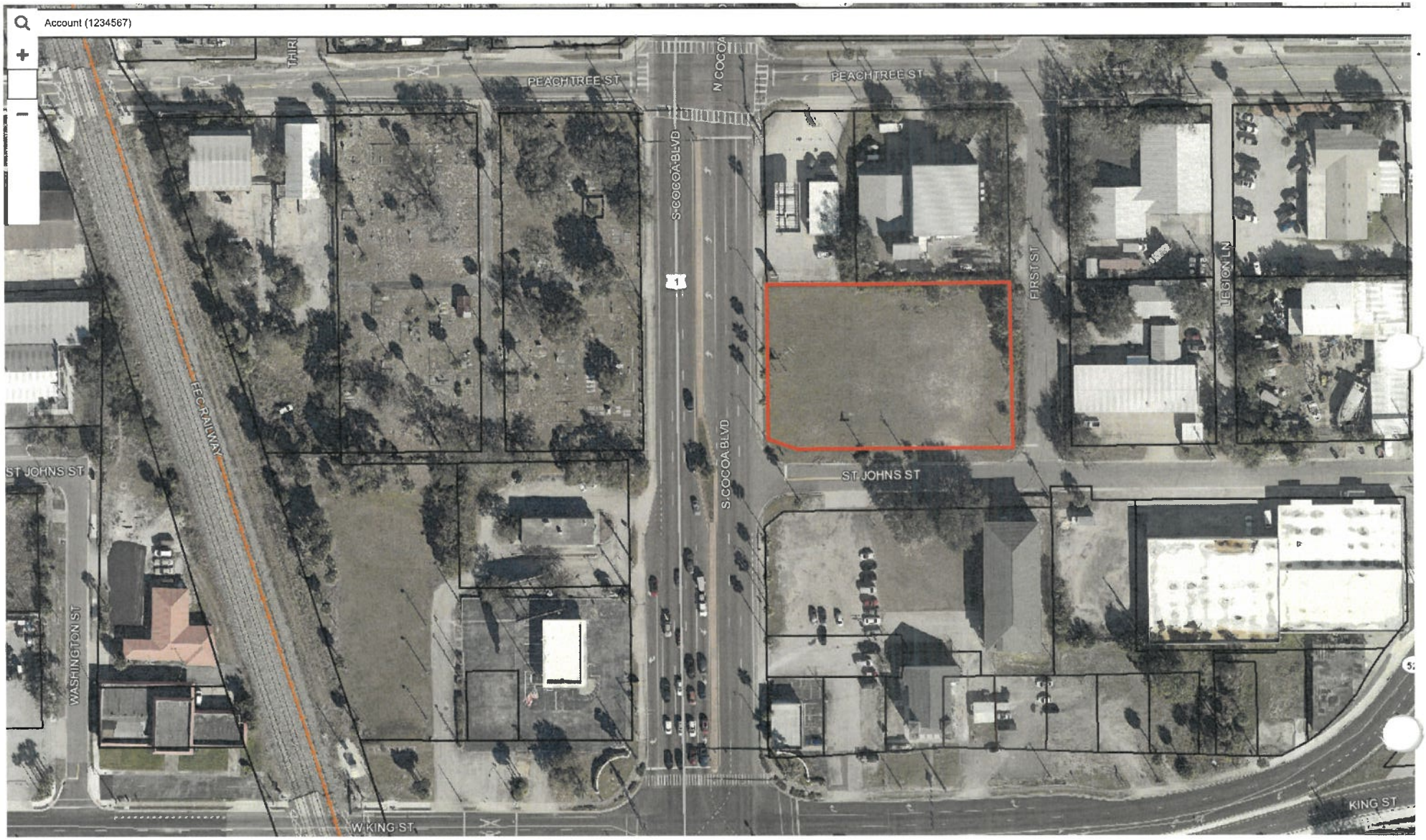
"PAY ONLINE. NOT IN LINE"

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2024				
Please Pay	$9,730.59				

11/27/2024
Paid

Receipt # 803-25-00000202 **$9,730.59 Paid By MIKE ERDMAN TOYOTA**



Account: 2425676 Parcel ID: 24-36-33-01-*-51
Sale: 12/2/1999 $200,000
BCPAO Market Value: $164,790
Owners: ERDMAN PROPERTIES LLC
Address: 30 S COCOA BLVD COCOA FL 32922

Zoom | Clear | Details | EagleView | Hide Info

BCPAODana Blickley, CFA, Brevard County Property Appraiser | Instructions | Disclaimer

REAL PROPERTY DETAILS

Account 2425676 - Roll Year 2024

Owners	ERDMAN PROPERTIES LLC
Mailing Address	4650 HIGHWAY 520 COCOA FL 32926
Site Address	30 S COCOA BLVD COCOA FL 32922
Parcel ID	24-36-33-01-*-51
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	1000 - VACANT COMMERCIAL LAND
Total Acres	0.89
Site Code	0300 - U S 1
Plat Book/Page	0001/0027
Subdivision	DIXONS ADDN TO COCOA
Land Description	DIXONS ADDN TO COCOA THAT PART OF LOTS 51, 52, S 30 FT OF VAC PALM ST ON N & VAC 20 FT ALLEY BETWEEN LOTS 51 & 52 LYING E OF US HWY 1 EXC PARCEL 116 AS DESC WITHIN ORB 5594 PG 1208 PARS 51.01, 52.01

VALUE SUMMARY

Category	2024	2023	2022
Market Value	$164,790	$164,790	$164,790
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$164,790	$164,790	$164,790
Assessed Value School	$164,790	$164,790	$164,790
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$164,790	$164,790	$164,790
Taxable Value School	$164,790	$164,790	$164,790

SALES / TRANSFERS

Date	Price	Type	Instrument
12/01/2001	--	QC	4497/0418
12/02/1999	$200,000	WD	4099/1477
07/09/1983	$100,000	WD	2446/0194
07/08/1983	--	WD	2441/0954

No Data Found

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

EAST FLORIDA MOTOR SALES INC
4650 HIGHWAY 520
COCOA, FL 32926-2333

VOID IF ALTERED

License

FOR A DEALER IN FRANCHISED MOTOR VEHICLES

LICENSE NUMBER
VF/1002344/3

SUPPLEMENTAL LOT

EFFECTIVE DATE
11/04/2024

EXPIRATION DATE
12/31/2025

THIS CERTIFIES, THAT

EAST FLORIDA MOTOR SALES INC
AUTO EXPO 95

AT 4800 HWY 520
COCOA, FL 32926

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS A DEALER IN FRANCHISED MOTOR VEHICLES AT THE ABOVE DESCRIBED LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

BUREAU CHIEF

DIRECTOR

HSMV 84103 (REV. 2/11)S

STATE OF FLORIDA

City of Cocoa

LOCAL BUSINESS TAX RECEIPT

65 Stone Street

Cocoa, Florida 32922

(321) 433 - 8501

Receipt Number 25-00000476

10/24-09/25

MIKE ERDMAN'S TRUCK EXCHANGE
4650 HIGHWAY 520
COCOA FL 32926

BASE FEE	ADDITIONAL CHARGE	LATE PENALTY	TOTAL PAID
74.00	0.00	0.00	74.00

NAICS Code: 441
Classification: Motor Vehicle and Parts Dealers
Local Business Tax Receipt Number: 25-00000476
Date Issued: August 22, 2024
Expiration Date: September 30, 2025

Location Address:
219 S COCOA BLVD
COCOA FL 32922-4206

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:

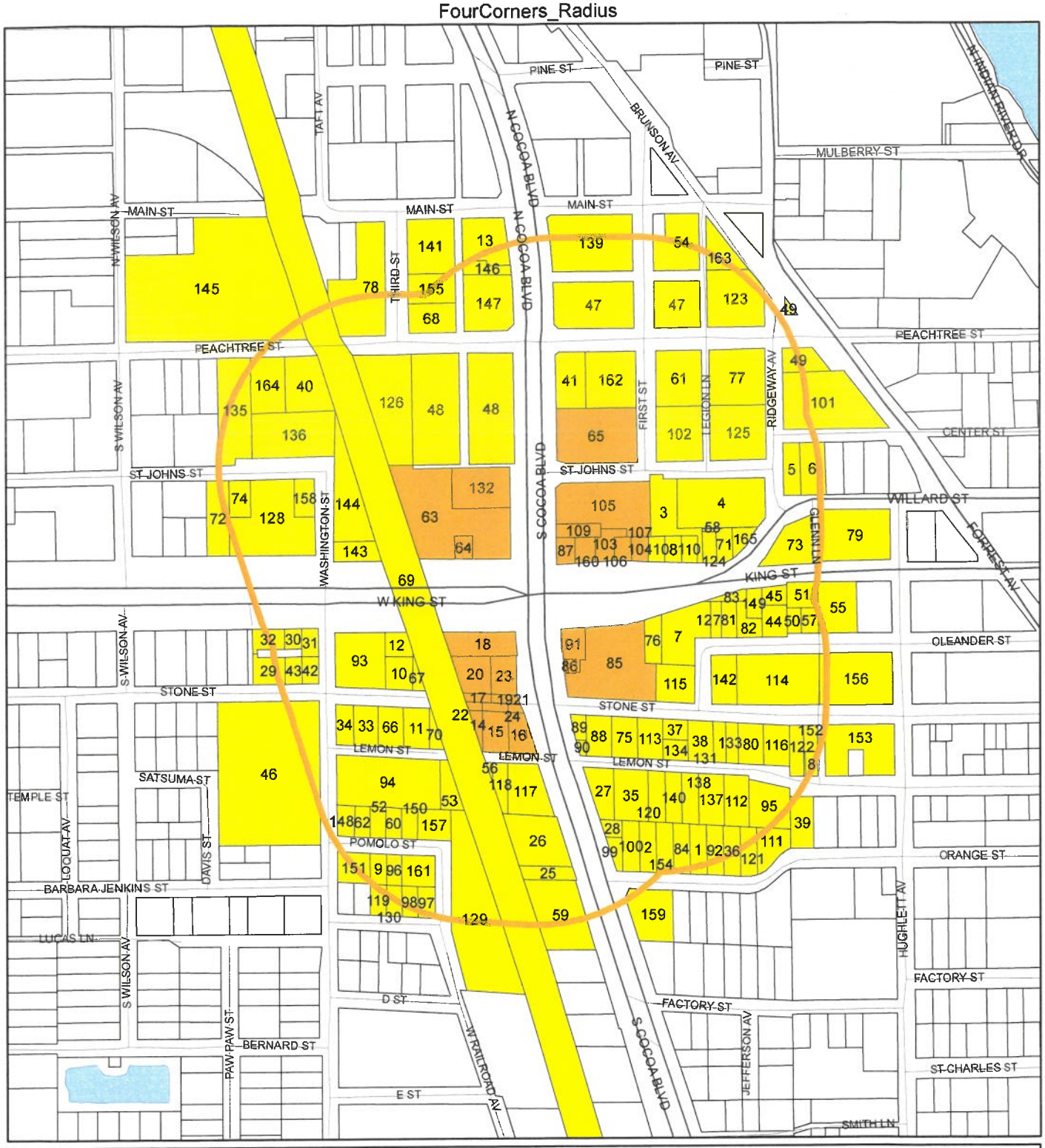
www.cocoafl.org/communityservicescustomersurvey

For any questions concerning this Local Business Tax Receipt, please contact a Permit/License Technician at (321) 433-8501 or 8502.

RADIUS MAP

FourCorners_Radius

FourCorners_Radius



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 2/21/2025

Buffer

Subject Property

Notify Property

Parcels

17 Things That Can Hurt Your Property Value and Which Ones You Can Fix

Published on April 29th, 2025 | 14 min read

Jennifer Schmidt
Contributing Author

Richard Haddad
Executive Editor

(https://www.linkedin.com/shareArticle?mini=true&url=https://www.homelight.com/blog/what-hurts-property-value/&title=17 Things That Can Hurt Your Property Value and Which Ones You Can Fix)

(https://twitter.com/intent/tweet?text=17 Things That Can Hurt Your Property Value and Which Ones You Can Fix&url=https://www.homelight.com/blog/what-hurts-property-value/)

(https://www.facebook.com/sharer/sharer.php?u=https://www.homelight.com/blog/what-hurts-property-value/&t=17 Things That Can Hurt Your Property Value and Which Ones You Can Fix)

(mailto:?subject=17 Things That Can Hurt Your Property Value and Which Ones You Can Fix&body=https://www.homelight.com/blog/what-hurts-property-value/)

Table of Contents

1. Deferred or neglected maintenance
2. Code violations
3. Outdated kitchens and bathrooms
4. Overly personalized renovations
5. Shoddy workmanship

9. High noise levels
10. Registered sex offenders in the area
11. Neglected houses nearby
12. Traffic noise
13. Location, location, location
14. Neighbors with yards that need attention
15. Proximity to power lines
16. Controversial neighboring properties
17. Poor school district ratings

Plan of action: getting your house ready to sell

Your home is like a bank vault that protects your money. You want it to be solid and secure. Safeguarding your property with some sweat equity can help you get the best price when you sell. But first, you'll need to know what hurts property value (https://www.homelight.com/blog/property-value-lookup/) to ensure your investment is safe and sound.

What hurts property value can be things specific to your house — such as deferred maintenance issues (https://www.homelight.com/blog/home-maintenance-checklist/), outdated kitchens and bathrooms, or a noisy location — or by outside factors such as your local real estate market or the state of the overall economy. While you can't take steps to address external forces, you can take action to improve the value of your home (https://www.homelight.com/blog/how-to-increase-home-value-for-appraisal/).

Not sure where to start? Our top agents do, including Kent Pratt (https://www.homelight.com/agents/kent-pratt-mt-7576-o) from Missoula (https://www.homelight.com/missoula-mt/top-real-estate-agents), Montana, with 33 years of real estate experience, and Jennifer and Andrew Oldham (https://www.homelight.com/agents/jennifer-andrew-oldham-ca-01325650) from San Jose (https://www.homelight.com/san-jose-ca/top-real-estate-agents), California, who have 24 years of experience to help make your home the gold standard of the housing market. These experts, along with our extensive research, will help you tackle the biggest issues that can hurt your property value.

12. Traffic noise

"When you're pricing the property from a seller's perspective, if you're on a busy road, it is going to somewhat devalue the property, versus a house on an interior lot that doesn't get that traffic noise," says Pratt.

Noise pollution is one of the top reasons buyers walk away. Homes near highways, airports, train tracks, or busy commercial areas tend to sell for less simply because constant noise is hard to ignore. Even inside the home, vibrations or traffic sounds can be a deal-breaker. If your property is in a noisy area, installing soundproof windows or highlighting quiet interior spaces can help soften the impact.

While the property value can decrease due to noise, Pratt also says that is often accepted by potential buyers who are looking at the house in that location. Some ways to help defer the noise include installing better-insulated windows and planting shrubbery or hedges to help. Also, he recommends a solid six-foot privacy fence to help cut down the volume.

13. Location, location, location

"Well, location is probably the most paramount thing in valuing a property and the surrounding properties," Pratt says. "And nicer neighborhoods and more central neighborhoods tend to sell at a higher price per square foot than neighborhoods on outlying areas, if all the features are the same."

In addition, living close to unpleasant facilities or undesirable businesses can also affect your overall property value due to an increase in noise, pollution, or traffic. Some examples include:

- Dumps or landfills
- Power plants
- Hospitals
- Bad school
- Strip clubs
- Cemetery or funeral home

ERDMAN PROPERTIES, LLC

FOUR CORNERS VISIONING AREA

- The Four Corners generally consists of properties that are abutting SR 520 and US 1. The northern boundary is St. Johns St., and the southern boundary is Stone St.

- There are twenty-two (22) parcels within the study area, with six (6) different property owners

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories

	Commercial	Neighborhood Commercial	Regional Activity Center	Industrial	Open Space Recreational	Institutional	Mixed Use
Maximum Intensity/ Density	1.0 FAR, 25 du/acre[7]	0.75 FAR, 25 du/acre[7]	0.50 FAR, 25 du/acre, and 45 hotel rooms /acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[2,3&9] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential[8], and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	1 lane arterial that intersects SR 528 or I-95	2 lane collector 2 lane arterial	Not applicable	Not applicable	Not applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, Inst, and PUD	C-N, C-R, R-P, P-S, Inst and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, C-R, C-P within FCOD, P-S, PUD, R-P, UMD
Maximum Impervious Surface Ratio	0.90	0.80	0.95	0.75	0.25	0.65	0.95 1.0 in CBD

Strike "within FCOD"

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(1) The comprehensive plan shall provide the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements. These principles and strategies shall guide future decisions in a consistent manner and shall contain programs and activities to ensure comprehensive plans are implemented. The sections of the comprehensive plan containing the principles and strategies, generally provided as goals, objectives, and policies, shall describe how the local government's programs, activities, and land development regulations will be initiated, modified, or continued to implement the comprehensive plan in a consistent manner. It is not the intent of this part to require the inclusion of implementing regulations in the comprehensive plan but rather to require identification of those programs, activities, and land development regulations that will be part of the strategy for implementing the comprehensive plan and the principles that describe how the programs, activities, and land development regulations will be carried out. The plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations.

(a) The comprehensive plan shall consist of elements as described in this section, and may include optional elements.

(b) A local government may include, as part of its adopted plan, documents adopted by reference but not incorporated verbatim into the plan. The adoption by reference must identify the title and author of the document and indicate clearly what provisions and edition of the document is being adopted.

(c) The format of these principles and guidelines is at the discretion of the local government, but typically is expressed in goals, objectives, policies, and strategies.

(d) The comprehensive plan shall identify procedures for monitoring, evaluating, and appraising implementation of the plan.

(e) When a federal, state, or regional agency has implemented a regulatory program, a local government is not required to duplicate or exceed that regulatory program in its local comprehensive plan.

(f) All mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue.

1. Surveys, studies, and data utilized in the preparation of the comprehensive plan may not be deemed a part of the comprehensive plan unless adopted as a part of it. Copies of such studies, surveys, data, and supporting documents for proposed plans and plan amendments shall be made available for public inspection, and copies of such plans shall be made available to the public upon payment of reasonable charges for reproduction. Support data or summaries are not subject to the compliance review process, but the comprehensive plan must be clearly based on appropriate data. Support data or summaries may be used to aid in the determination of compliance and consistency.

2. Data must be taken from professionally accepted sources. The application of a methodology utilized in data collection or whether a particular methodology is professionally accepted may be evaluated. However, the evaluation may not include whether one accepted methodology is better than another. Original data collection by local governments is not required. However, local governments may use original data so long as methodologies are professionally accepted.

3. The comprehensive plan shall be based upon permanent and seasonal population estimates and projections, which shall either be those published by the Office of Economic and Demographic Research or generated by the local government

2. The intergovernmental coordina[illegible] element shall also state principles and gui[illegible]nes to be used in coordinating the adopted comprehensive plan with the plans of school boards and other units of local government providing facilities and services but not having regulatory authority over the use of land. In addition, the intergovernmental coordination element must describe joint processes for collaborative planning and decisionmaking on population projections and public school siting, the location and extension of public facilities subject to concurrency, and siting facilities with countywide significance, including locally unwanted land uses whose nature and identity are established in an agreement.

3. Within 1 year after adopting their intergovernmental coordination elements, each county, all the municipalities within that county, the district school board, and any unit of local government service providers in that county shall establish by interlocal or other formal agreement executed by all affected entities, the joint processes described in this subparagraph consistent with their adopted intergovernmental coordination elements. The agreement must:

a. Ensure that the local government addresses through coordination mechanisms the impacts of development proposed in the local comprehensive plan upon development in adjacent municipalities, the county, adjacent counties, the region, and the state. The area of concern for municipalities shall include adjacent municipalities, the county, and counties adjacent to the municipality. The area of concern for counties shall include all municipalities within the county, adjacent counties, and adjacent municipalities.

b. Ensure coordination in establishing level of service standards for public facilities with any state, regional, or local entity having operational and maintenance responsibility for such facilities.

(i)1. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decisionmaking:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

4. The right of a property owner to dispose of his or her property through sale or gift.

2. Each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191. If a local government adopts its own property rights element, the element may not conflict with the statement of rights provided in subparagraph 1.

(7)(a) The Legislature finds that:

1. There are a number of rural agricultural industrial centers in the state that process, produce, or aid in the production or distribution of a variety of agriculturally based products, including, but not limited to, fruits, vegetables, timber, and other crops, and juices, paper, and building materials. Rural agricultural industrial centers have a significant amount of existing associated infrastructure that is used for processing, producing, or distributing agricultural products.

2. Such rural agricultural industrial centers are often located within or near communities in which the economy is largely dependent upon agriculture and agriculturally based products. The centers significantly enhance the economy of such communities. However, these agriculturally based communities are often socioeconomically challenged and designated as rural areas of opportunity. If such rural agricultural industrial centers are lost and not replaced with other job-creating enterprises, the agriculturally based communities will lose a substantial amount of their economies.

3. The state has a compelling interest in preserving the viability of agriculture and protecting rural agricultural communities and the state from the economic upheaval that would result from short-term or long-term adverse changes in the agricultural economy. To protect these communities and promote viable agriculture for the long term, it is essential to encourage and permit diversification of existing rural agricultural industrial centers by providing for jobs that are not solely dependent upon, but are compatible with and complement, existing agricultural industrial operations and to

PZ 25-02000002

Zoning

There are several applicable City zoning districts currently applicable to the properties located within the redevelopment area. These districts are subject to change by the City under the City's zoning powers.

C-W

The area between the railroad tracks and US 1 in the northwest is the C-W or "Wholesale Commercial District." This district is intended to apply to transportation facilities, warehousing, distribution, and wholesaling as well as other retail commercial uses.

RU-2-25

One of the two residential zones designated in the redevelopment area is the RU-2-25 district or "Multiple Family Dwelling District." The provisions of this district apply to high density residential developments which are adjacent to major commercial centers and major collector or arterial streets. This zone has resulted in the development of multi-storied residential projects on the water. There are two districts with this zoning type in the redevelopment area. The southern district contains single-family and multi-family residential uses. There are several condominium complexes and two low-rise apartment buildings. The district in the north does contain multi-story condominiums with a few single-family homes.

RU-2-10

The other residential zone designation is the RU-2-10 district. This "Low- Density Single-Family and Multi-Family Dwelling District" seeks to preserve the residential character of the area and foster mixed-use development in proximity to major collector or arterial streets. The Heart of Cocoa neighborhood was rezoned to this category in accordance with the provisions of the Federal Consent Decree.

C-C

The areas along Florida Avenue are zoned C-C to encourage multi-family, professional office, and retail commercial development. Some of this transformation is occurring. However, there are still some left over heavy commercial uses in the area that inhibit the evolution to a less intense commercial use.

C-G

There are a few parcels of land zoned C-G or "General Commercial." This zoning configuration is intended for major commercial centers serving the needs of the community and region.

C-P

The provisions of Commercial Parkway district are intended to apply to areas located adjacent to a main highway approach to the city, primarily directed along US1. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city.

Furthermore, certain properties within the CRA area are also subject to overlay zoning regulations including:

Central Business District (CBD)

The provisions of this overlay 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

Sec. 14. District and intent—C-P, Commercial Parkway District.

The provisions of this district are intended to apply to areas located adjacent to a main highway approach to the city. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city. Large lot sizes and other restrictions are intended to minimize frequent ingress and egress to the highway from abutting uses, thereby allowing the thoroughfare to serve its primary function of carrying an uninterrupted flow of traffic.

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

(1) Retail stores, sales and display rooms, including places in which goods are produced and sold at retail on premises.

(2) Personal service establishments such as florist shops, barber and beauty shops, laundry and dry cleaning pickup stations, tailor shops, and similar uses.

(3) Professional offices, studios, clinics, laboratories, general offices, business schools and similar uses, eating and drinking establishments.

(4) Commercial recreation such as theatres, driving ranges, bowling alleys, and similar uses except drive-in theatres (enclosed structures shall be air conditioned).

(5) Research, design and development activities and accessory laboratories:

a. Where the use does not involve:

1) Operation of heavy machinery or equipment, or

2) Creation of noise, fumes, dirt, or

3) Damage to or interference with other properties.

b. Where all work is done within the building.

c. Where no product is manufactured except purely incidental results of such research, design and development activities for the purpose of these activities only and not for sale.

(6) Hotels and motels except there shall be no more than fifty (50) units per gross residential acre:

a. Minimum living area per dwelling unit shall be three hundred (300) square feet.

(7) Plant nurseries and greenhouses, providing that no outside display of merchandise shall be contained in the required setbacks.

(8) Retail stores using outside display areas providing the following provisions are met:

a. The area outside shall not exceed in size one-third (⅓) the enclosed area of the principal structure.

b. The outside display area shall be surfaced with concrete or asphalt or other suitable materials.

c. The outside display area may be open along the front of the lot but shall be effectively screened on the sides in order to avoid any deleterious effect on adjacent properties.

d. The outside display areas shall be considered the same as the floor area for the purpose of calculating off-street parking requirements.

(9) Public and private clubs and lodges.

(10) Package store, beer and wine.

(11) Retail automotive gasoline/fuel sales as an accessory use to convenience stores, subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

(12) Gym and fitness facilities.

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory uses clearly incidental and subordinate to the principal use, and in keeping with the highway approach character of the district.

(C) SPECIAL EXCEPTIONS.

(1) Multiple-family dwellings as regulated by section 6, RU-2-25 Multiple-Family District.

(2) New and used automotive vehicles, agricultural equipment, major recreational equipment and mobile home sales or rentals with accessory uses; subject to design standards provided in appendix A, article XIII, section 28, of the City Code.

(3) Veterinary hospitals and clinics providing that the following conditions are met:

a. All areas used for boarding or temporary housing of animals shall be completely enclosed unless appropriate safeguards are constructed to control objectionable odors and/or noises, as determined by the board of adjustment.

b. Any area used for boarding or temporary housing of animals shall be buffered from all adjacent properties by a visual and aural screen, meeting the specifications of article XIII, section 5, Supplementary District Regulations, and any other conditions required by the board of adjustment.

(4) Service stations as regulated in section 12, C-2, C-G General Commercial District.

(5) Sewer lift stations.

(6) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(7) Mortuaries and funeral homes.

(8) Security mobile home or facility located upon public or private property.

(9) A bar or lounge without a package store providing there is a total net floor area of three thousand five hundred (3,500) square feet.

(10) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(11) Electronic communication/transmission facilities and exchanges.

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

(D) PROHIBITED USES AND STRUCTURES.

(1) Residential uses except those specifically or provisionally permitted herein.

(2) Outdoor sales and/or display except those specifically or provisionally allowed herein.

(3) Manufacturing activities, transportation, terminals, storage, warehousing and other activities of a similar nature.

(4) Any other use not specifically or provisionally permitted herein.

(E) BULK REGULATIONS.

Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Minimum Floor Area	Maximum Height
10,000 sq. ft.	100 ft.	100 ft.	40%	300 sq. ft.	45 ft.

(F) MINIMUM YARD REQUIREMENTS.

Front setback—Thirty (30) feet.

Side interior lot setback—Ten (10) feet.

Side corner lot setback—Twenty (20) feet.

Rear setback—Fifteen (15) feet, ten (10) feet when abutting an alley.

(G) BUFFER REQUIREMENTS. In addition to the bulk and yard requirements as set forth herein, all development in the C-P District shall be subject to the buffer requirements imposed by article XIII, section 3(C).

(Ord. No. 1618-3, § 3; Ord. No. 1618-11, § 3, 5-10-77; Ord. No. 1-78, § 4, 1-10-78; Ord. No. 2-79, §§ 4, 9, 3-6-79; Ord. No. 26-82, § 1, 5-25-82; Ord. No. 3-85, § 20, 1-8-85; Ord. No. 4-85, § 21, 2-12-85; Ord. No. 2-88, § 6, 2-9-88; Ord. No. 7-88, § 7, 3-8-88; Ord. No. 2-03, § 2, 7-22-03; Ord. No. 08-2008, § 2, 4-22-2008; Ord. No. 02-2023, § 2, 5-23-2023)

confectionary/ice cream stores in which goods are produced and sold at retail upon the premises. Outside display areas providing the following provisions are met:

a. The area outside shall not exceed in size one-third (⅓) the enclosed area of the principal structure.
b. The outside display area shall be surfaced with concrete or asphalt or other suitable materials.
c. The outside display area may be open along the front of the lot but shall be effectively screened on the sides in order to avoid any deleterious effect on adjacent properties.
d. The outside display areas shall be considered the same as the floor area for the purpose of calculating off-street parking requirements.

25. Shopping center.
26. Veterinary hospitals and clinics provided that all areas used for boarding or temporary housing of animals shall be completely enclosed unless appropriate safeguards are constructed to control objectionable odors and/or noises.

(E) ACCESSORY USES AND STRUCTURES.

1. Customary accessory uses clearly incidental and subordinate to the principal use, and in keeping with the highway approach character of the district.

(F) SPECIAL EXCEPTIONS. The following uses shall require special exception approval within the Four Corners Overlay District:

1. Childcare centers, day nurseries of kindergartens.
2. Food Truck Park with the following standards:
   a. A stabilized surface for the parking of the intended number of food trucks must be provided.
   b. A minimum 10 feet of clearance between each food truck must be provided. The site plan must demonstrate adequate access and area for effective delivery of emergency services.
   c. Central water and sewer must be provided for all mobile food vendors and the general public.
   d. A minimum of one (1) trash receptacle per food truck must be provided. A dumpster pad and enclosure must be provided to support the food truck park and must be screened from views from streets and adjacent properties.
   e. The food truck park must be the sole principal use of the property. A minimum of two (2) food trucks must be parked on the property at all times.
   f. The site must contain a permanent accessory structure with a minimum square footage of 1,000 SF or 250 SF per food truck space, whichever is greater, to provide restrooms, seating and service areas. Restroom facilities will be required based on the standards of the Florida Building Code.
   g. Any accessory structures, seating areas, pedestrian access must be specifically approved as part of the submitted Site Plan.
   h. There shall be no more than one food truck park within 500 feet of another permitted park or mobile food vending location.
   i. Parking will be provided at three (3) spaces per food truck, plus one (1) additional parking space per 15 seats.
   j. The provisions of Article XIII, Section 32 – Mobile Vending shall not apply to a food truck park.
3. Multiple-family dwellings as regulated by Section 6, RU-2-25 Multiple-Family District.

(G) PROHIBITED USES. The following uses shall be prohibited within the Four Corners Overlay District:

1. Automobile laundry or quick wash.
2. Automotive Repair.

3. Convenience Store with or without gas pumps.
4. Dry cleaning plants.
5. Electronic communication/transmission facilities and exchanges.
6. Liquor stores (retail) .
7. Bars and lounges.
8. Mortuaries and funeral homes.
9. Motels as defined in 509.242, F.S.
10. New and used automotive vehicles, heavy commercial vehicles, major recreational equipment, agricultural equipment, and mobile home sales and/or rentals with accessory uses.
11. Package store, beer and wine.
12. Retail automotive gasoline/fuel sales as a standalone use.
13. Storage garage.
14. Security mobile home or facility located on public or private property.
15. Self-service storage facilities.
16. Smoke shops, retail vape, retail nicotine/tobacco/smoking device dealers; hookah lounges.
17. Pharmacy, medical marijuana treatment center dispensing facilities, and apothecaries.
18. Television dish receivers and antennae as regulated by Article XIII, Section 21, Television dish receivers and antennae, cellular towers.
19. In addition to the uses listed in this Subsection (G), all other uses not specifically or provisionally permitted herein.

(H) PERFORMANCE STANDARDS. The following performance standards apply to applicable development and redevelopment in the FCOD.

Performance Standards	Requirements		Notes
	Minimum Requirement	Maximum Requirement	
Building Placement/Height			
Street/Front Yard(s)	10 feet	15 feet	Maximum street setback may be increased in order to accommodate sidewalk café/outdoor seating areas or public/civic use areas in compliance with standards set forth in Section 14-65 of the City Code.
Side Yard (Interior)	5 feet	N/A	
Rear	15 feet	N/A	
Maximum Building Height	Four (4) stories/60 feet		Up to four (4) stories in height permitted where fourth story is setback a minimum of 5' and a maximum of 10' from the third story. Ground Floor Height: minimum fifteen (15) feet, maximum thirty (30) feet. When the ground floor height is twenty (20) feet or greater, it shall count as two (2) stories. Upper Floor Height: minimum 9 (nine) feet, maximum

WHAT IS "AUTO ORIENTED" DEVELOPMENT

Source: Crexi

Legislation Details (With Text)

File #:	22-239	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	Agenda Ready	
File created:	4/18/2022		**In control:**	Planning and Zoning / Local Planning Agency	
On agenda:	5/4/2022		**Final action:**		
Title:	Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning Article XI, to change the Zoning Map designation from CP (Commercial Parkway to CG (General Commercial) District on 1.38 acres at the southwest corner of SR520 and US1.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1. Exhibit A Modwash Current and Proposed Zoning.pdf, 2. Exhibit B Modwash Site Plan Elevations.pdf, 3. Exhibit C Modwash Rezoning Application Justification Statements.pdf, 4. Exhibit D CP - CG Use Comparison Table.pdf, 5. Exhibit E Current FLU and Zoning.pdf, 6. Modwash Abutter Package.pdf				

Date	Ver.	Action By	Action	Result

PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AGENDA ITEM

Memo Date: April 19, 2022
Agenda Date: May 4, 2022
Prepared By: P & Z Staff
Staff Primary Contact: Angela Essing
Through: Growth and Economic Development Department
Requested Action:
Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning Article XI, to change the Zoning Map designation from CP (Commercial Parkway to CG (General Commercial) District on 1.38 acres at the southwest corner of SR520 and US1.

BACKGROUND:

Project Name: Modwash Carwash
Project Number: PZ-22-02100001 Zoning Map Amendment
Applicant: ModWash, LLC
Property Owners: Biscaya Cocoa Holdings Inc.
Project Location: Southwest Corner of SR 520 (W. King Street) and Highway US-1(S. Cocoa Blvd.)
Property Identification: 24-36-33-31-A-5, 24-36-33-31-C-1, 24-36-33-31-C-2, 24-36-33-31-R.1, 24-36-33-31-R.2, 24-36-33-31-R.3, 24-36-33-31-R.4, 24-36-33-31-R.5, 24-36-33-31-D-11, 24-36-33-31-D-12, & 24-36-33-31-D-13

I. Project Information

8

Objectives

1. Encourage the retention and preservation of landmarks and historically significant structures.

2. Encourage the continued identification, analysis, and preservation of the CRA's historical resources.

3. Make property owners and investors aware of the tax inducements available as an incentive for restoring historical buildings for practical use.

TRANSPORTATION

Goal XI

Create a safe efficient traffic circulation system which provides sufficient access by all modes of transportation between activity centers within the CRA and the balance of the community.

Objectives

1. Assess existing traffic patterns and pursue any automotive transportation improvements, which may include vacating right of ways, redistribution of traffic, roadway realignment, directional changes in traffic flow, and other measures which will increase traffic capacity and traveling convenience.

2. Create a parking system to support existing activities as well as increased demands as new development occurs in the CRA taking into consideration quantity, location, and design of such facilities.

3. Minimize the impacts of increased traffic and activity levels in residential areas.

4. Provide adequate loading and unloading zones for goods with minimum disruption of through-traffic.

5. Work with area wide mass transit providers including SCAT, taxi services, real time sharing, other modes of transit, and shuttles to encourage the expansion of an efficient mass transportation system.

6. Create a safe, secure, appealing, and efficient pedestrian system linking all major activity centers, parking facilities, and other interchange points.

7. Encourage pedestrian and bicycle pathways through the CRA appropriately designed and separated from auto circulation for safety purposes to be used as positive tools to improve the areas environment through the use of landscaping and other visual treatments.

8. Take advantage of the waterfront in pursuit of less conventional modes of transportation such as dingy docks, day slips and a T-Dock.

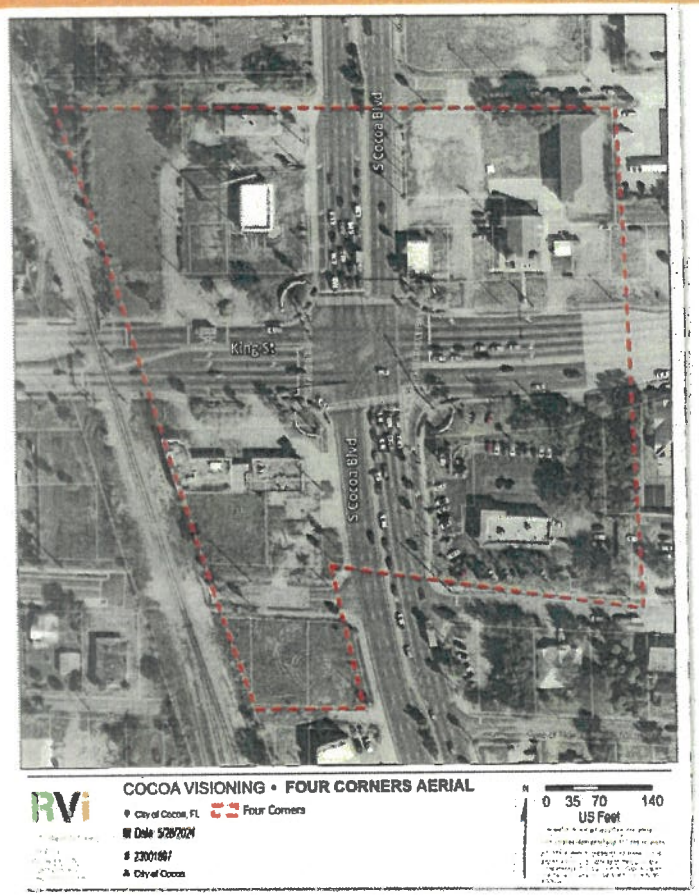
NEXT STEPS

After this workshop, RVi will coordinate with City staff to prepare a "Four Corners Overlay" to create design standards for the corridor. This standards will also be considered for the rest of the SR520/US1 corridor that has zoning/FLU inconsistencies.

Public hearings will be held with the Planning and Zoning Board as well as the City Council regarding these code amendments. You have the opportunity to provide your input about this project during those hearings.

FOUR CORNERS – EXISTING CONDITIONS

- On the whole, the intersection struggles with auto-oriented uses that are not at a pedestrian scale to encourage walkability.
- This isn't all due to the buildings: the SR 520 right-of-way is so large that building setbacks seem exaggerated due to the lack of landscaping and pedestrian or transit amenities.
- Due to the ROW width, traffic counts, and railroad infrastructure, it can be difficult to create a pedestrian scale environment typically seen in a mixed-use neighborhood.



FOUR CORNERS – EXISTING CONDITIONS

1. The site is single-use with no building frontage up to the street.

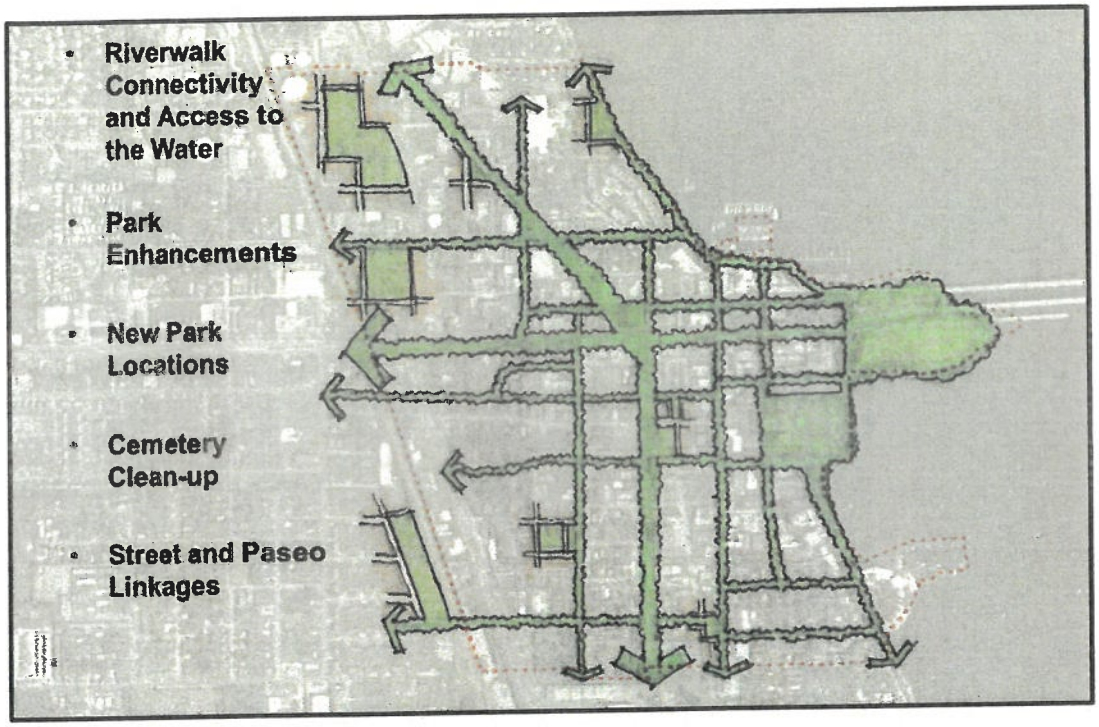
2. There is no street landscaping.

3. Due to the location of the building, parking, sidewalks, and other infrastructure, there is no pedestrian scale or encouraged level of walkability. TO FEC RR?

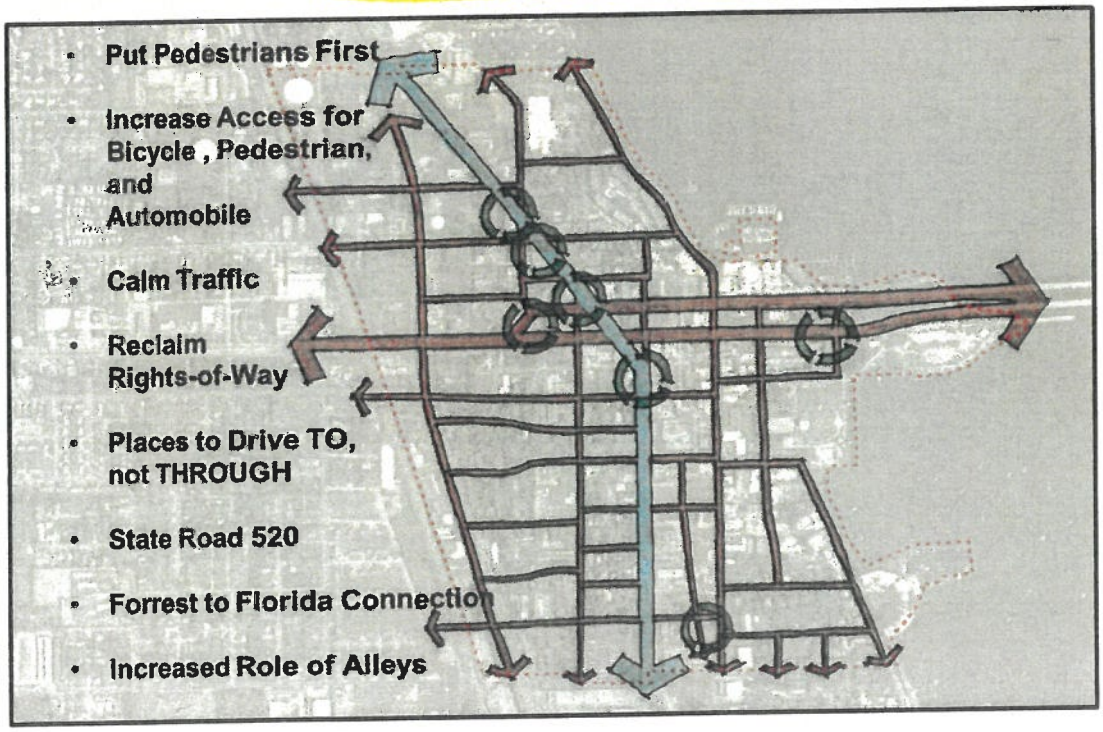
4. There is a Space Coast Area Transit stop available (520 Connector), but no bus shelter. This does not encourage use of multi-modal transportation options.

5. Aside from the Cocoa entry identification sign, the intersection would benefit from landscaping, higher visibility pedestrian crossings, and an intersection enhancement.

Framework II - *Enhance and Connect Open Space*



Framework III - *Livable Approach to Streets and Traffic*



FOUR CORNERS – THE VISION

Toddler Property Law

1. If I like it, it's mine.

2. If it's in my hand, it's mine.

3. If I can take it from you, it's mine.

4. If I had it a little while ago, it's mine.

5. If it's mine, it must never appear to be yours in any way.

6. If I'm doing or building something, all the pieces are mine.

7. If it looks just like mine, it's mine.

8. If I saw it first, it's mine.

9. If I can see it, it's mine.

10. If I think it's mine, it's mine.

11. If I want it, it's mine.

12. If I "need" it, it's mine (yes, I know the difference between "want" and "need"!).

13. If I say it's mine, it's mine.

14. If you don't stop me from playing with it, it's mine.

15. If you tell me I can play with it, it's mine.

16. If it will upset me too much when you take it away from me, it's mine.

17. If I (think I) can play with it better than you can, it's mine.

18. If I play with it long enough, it's mine.

19. If you are playing with something and you put it down, it's mine.

20. If it's broken, it's yours (no wait, all the pieces are mine).

40 Real Prop. Prob. & Tr. J. 75; Real Property, Probate and Trust Journal

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Cindy Thurman

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Merritt Island, FL 32952
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EXPERIENCE

April 2023- Senior Planner - Long Range Planning
May 2025 ***Indian River County Indian River County, Vero Beach, FL***

Responsibilities included reviewing future land use and zoning related plans and applications. Providing information and assistance to the general public regarding the County's Land Development Code and Comprehensive Plan policies. Preparing land use analyses and code amendments. Exercising a high degree of professionalism and independent judgment. Representing items in front of the Local Planning Agency, Citizen Review Groups and the Board of County Commissioners as directed.

October 2021- Planning & Zoning Manager
July 2022 Growth and Economic Development (Community Services), ***City of Cocoa, FL***

Responsibilities included the administration and supervision of the Planning and Zoning Division which prepares, interprets, reviews, and advises the City of the planning development and zoning regulations. Serves as planning and zoning liaison for intergovernmental review and coordination. Drafts technical and regulatory reports, including but not limited to ordinances, staff reports, interlocal and development agreements. Makes presentations to City boards, stakeholder groups and the general public. Advises officials on project feasibility, cost-effectiveness, regulatory conformance, and possible alternatives; and discuss the purpose of land use projects such as transportation, conservation, residential, commercial, industrial, and other uses. Prepares and coordinates amendments to the City's Comprehensive Plan and Land Development Code. Provides technical support or serves as a technical expert to task forces, commissions and/or advisory committees. Researches grant sources and, in conjunction with the City's Grants Administrator, may prepare grant applications and oversee grant funded programs

April 2018- Land Development Manager/ Special Projects Coordinator October 2021 ***Merritt Island Redevelopment Agency – Brevard County Board of County Commissioners Community Redevelopment Agency, Merritt Island, FL***

Leading team member of the County's unique CRA, responsible for over one million in TIF annual income. Responsibilities vary greatly running the second highest urbanized and unincorporated area in the County, much like that of a city. Monthly Board of Director's meetings, securing over 2 million in grants from federal and local sources over the last three years and a first time ever 50-thousand-dollar donation as part of MIRA's most recent improvement initiatives.

July 2017- Planning & Zoning Manager
April 2018 ***City of Cocoa, FL***

Responsibilities included the administration and supervision of the Planning and Zoning Division which prepares, interprets, reviews, and advises the public of the development and zoning regulations. The

Planning & Zoning Manager supervises staff that provides information and technical assistance to members of the public, neighborhood groups, developers, and landowners as it relates to existing land use and zoning matters. The Planning & Zoning Manager also works on long range planning efforts in collaboration with Planning team and other city staff.

May 2009- Planning & Zoning Manager
July 2017 ***Brevard County, FL***

Responsibilities included the day-to-day administration and supervision of the Planning and Zoning Department which prepares, interprets, reviews, and advises the public of the development and zoning regulations. The Planning & Zoning Manager supervises a team of planners that provide information and technical assistance to members of the public, neighborhood groups, developers and landowners as it relates to land use and zoning matters. The Planning & Zoning Manager also works on long range planning efforts in collaboration with other County departments for effective implementation of planning activities such as the Comprehensive Plan. Performs managerial work under the direction of the Director of the Planning & Development Department.

December 2000- Planner I, II, III/ Assistant Zoning Manager
May 2009 *Brevard County Planning & Zoning Office, Viera FL*

Responsibilities included reviewing development and zoning related plans and applications. Providing information and assistance to the general public regarding the County's Land Development Code and Comprehensive Plan policies. Preparing land use analyses and code amendments. Exercising a high degree of professionalism and independent judgment. Representing items in front of the Local Planning Agency, Citizen Review Groups, Board of Adjustment and the Board of County Commissioners as directed.

January 2000- ADMINISTRATIVE ASSISTANT
November 2000 *City of Austin, Austin Public Library System, Austin TX*

Responsibilities included customer service, data entry and database management in a high-volume central branch.

March 1999- PROJECT COORDINATOR
November 1999 *Carlson, Brigance and Doering, Inc. Austin, TX*

Responsibilities included all aspects of processing preliminary subdivision plans and final plats with local municipalities and governments. Required knowledge of civil engineering, surveying, and land development regulations. Worked independently managing projects with clients, scheduling, addressing comments and submitting permits.

May 1998- ASSISTANT TO ENGINEERING DIRECTOR
March 1999 *Travis County, Transportation and Natural Resources, Austin, TX*

Responsibilities included preparing and tracking Commission agenda items, authoring correspondence, database management, researching data for various reports. Supervising four full-time administrative assistants in support of the planning, engineering, and natural resources staff.

July 1995- TECHNICAL ASSISTANT SUPERVISOR
January 1998 *University of Central Florida Library, Serials Department, Orlando, FL*
Responsibilities included all operations of the bindery unit, coordination of monthly out-of-state shipments, thesis and dissertation binding preparation, fiscal budgeting, and supervision of full-time and part-time technicians.

July 1994- SENIOR TECHNICAL ASSISTANT
June 1995 *University of Central Florida Library – Serials Department, Orlando, FL*

Served as a liaison through consultation and research services. Involved supervision of part-time staff, informational presentations, contract negotiation, and marketing. Oversight of the extensive document delivery operation, preparation of invoices, record maintenance, generation of statistical reports and budget analysis.

August 1992- TECHNICAL ASSISTANT/CLAIMS CORRESPONDENT
June 1994 *University of Central Florida Library – Serials Department, Orlando, FL*

A technically driven clerical position that handled acquisition of materials through online vendors and publishers. It required continuous creation and maintenance of library databases, and a familiarity of a periodical collection of over 4,000 titles.

EDUCATION

Master of Public Administration, MPA Bachelor of Arts, Journalism Urban Planning Specialization Advertising/ Public Relations Specialization University of Central Florida, Orlando University of Central Florida, Orlando May 1995 May 1990

SKILLS

Microsoft Office Suite Proficient
Microsoft Teams
Accela
Arc GIS Pro
Power Point
Published Author

ASSOCIATIONS

Merritt Island Redevelopment Agency
Field Manor Foundation Inc.
Family Promise of Brevard
Space Coast Lore Magaxine

MEMORANDUM

TO: Mary Solik, Esq.
Cole Oliver, Esq.
Kim Rezanka, Esq.

FROM: Cindy Thurman, Planning Consultant

DATE: September 8, 2025

SUBJECT: Response to City of Cocoa Staff Findings

Attached is an analysis of the two proposed ordinances within the City of Cocoa, Comprehensive Plan Text Amendment ORD. 01-2025 and LDR Amendment ORD. 02-2025 creating the Four Corners Overlay District.

The City of Cocoa has created a compliance issue during an Evaluation and Amendment Review process in 2010. The proposed ordinances seek to resolve the issue without serving a public purpose. Instead, these ordinances create an undue hardship to six property owners of 21 properties.

The creation of the Four Corners Overlay District is an unnecessary land development regulation which violates City Comprehensive Plan policies, is contrary to Cocoa's Community Redevelopment Agency Plan language and if approved, may be in violation of recent state law

Given the severity of the recent State of Florida legislation, any municipality that wishes to propose a development order risks good standing without examining the ramifications of Senate Bill 180 and Senate Bill 1628, Business Impact Estimate Requirements.

If you have any questions, please contact me.

I. INTRODUCTION

The following is a report and analysis of the two proposed ordinances within the City of Cocoa, Comprehensive Plan Text Amendment ORD. 01-2025 and LDR Amendment ORD. 02-2025 creating the Four Corners Overlay District.

Responses to the City's staff report and the land use criteria are included with additional analysis prepared through an examination of the City's Comprehensive Plan Elements, Cocoa Community Redevelopment Plan and Land Development Code and well as various other historical records and city documents. Also reviewed was recent State of Florida legislation with applicability to the passage of land use laws by local governments.

In summary, the City created a compliance issue during an Evaluation and Amendment Review process in 2010. The proposed ordinances seek to resolve the issue without serving a public purpose. Instead, these ordinances create an undue hardship to six property owners of 21 properties.

The creation of the Four Corners Overlay District violates City Comprehensive Plan policies, is contrary to Cocoa Community Redevelopment Agency Plan language and if approved, may be in violation of recent state law.

II. COMPREHENSIVE PLAN ORDINANCE

Pursuant to the City's Land Development Regulations Chapter 15, Article II, Section 15-11(c) - Comprehensive Plan Amendment Standards, the following criteria shall be considered.

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region.

Summary of Staff Response: City staff maintains that the purpose of allowing the Commercial Parkway (CP) with the Four Corners Overlay District (CP-FCOD) as a compatible zoning district in the Mixed use future land use category is to create a direct path to compliance on the existing properties where the zoning is inconsistent with the Comprehensive Plan.

Discussion: The inconsistency between the future land use layer and the zoning classification on the existing properties was created by the City. The City created the inconsistency and is now fixing the FIGURE FLU-1 Standards for Future Land Use Categories table for "compliance" so that the property owners are better able to develop or redevelop their 21 properties without requesting a future land use (FLU) amendment. This compliance issue is not a code enforcement issue and not actionable.

The properties are merely out of compliance with the FLU table created by an EAR amendment process. This issue was not created by the property owners but the actions of the City. The City could fix this inconsistency without impacting their budget or the budget of the property owners.

The City has falsely created a compliance issue to reduce existing permitted uses or permits through special exception, in the identified Four Corners area, due to this inconsistency created by the City.

The region's economy and eliminating uses at this intersection or creating more pedestrian-oriented uses have not been evaluated as to whether they would affect the City's budget.

Further this unstable regulatory situation, where the future land use designation and the zoning district are inconsistent, has been in violation of Florida State Statute,163,3191. The Amendment timeline requires necessary amendments to the Comprehensive Plan to be prepared and transmitted for review within one year of its determination. Any amendments to properties inconsistent with the addition of the Mixed-Use Future land use designation to the City should have been performed no later than 2012 or been in process with the state.

The City's Comprehensive Plan Article II Chapter 15-7, "Legal Status of Comprehensive Plan" also places a one-year time limit as stated in subsection

"b. Conflicts with other Regulations. The comprehensive plan is cumulative and supplemental to existing city regulations for the development of land. Where the comprehensive plan conflicts with existing land development regulations, the comprehensive plan shall supersede existing land development regulations to the extent of the conflict until such existing land development regulations are amended to be consistent with the comprehensive plan, which shall be accomplished within one (1) year of submission of the comprehensive plan to the Florida Department of Community Affairs. The city council shall be the final determiner as to the consistency."

The City should have fixed the inconsistency for the property owners within one year pursuant to the Florida State Statues and City's own Comprehensive Plan.

b. Whether the proposal will diminish the service level of public facilities.

Summary of Staff Response: Staff anticipates through the construction of mixed-use projects there will be "coherent and economical use of the city's resources and infrastructure."

Discussion: There has been no analysis that the construction of mixed-use projects rather than any other project in this location, would allow for more or less "coherent and economical uses of the city's resources and infrastructure."

This is contrary to the language of the Future Land Use Element Goal VII; Which States "Establish a land use pattern that reflects the CRA as a total community of diversified interests and activities while promoting compatibility and harmonious land-use relationships. The goal's supporting Objective 3 states "Formulate future land use strategies on the premise of sound market analysis and demographic research."

It is questionable when the boundaries of the FCOD are drawn to assume that mixed Use projects would not burden city's resources and infrastructure.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.

Summary of Staff Response: Staff finds that the implementation of these ordinances through the creation of the FCOD will not have any favorable or unfavorable effect.

Discussion: Nothing specifically in the ordinances of particular applicability to this area is identified as environmentally or of historic significance. No public purpose for the creation of this overlay in relation to the impacts of the environment, the natural or historical resources of the city or the region has been specified.

d. Whether the proposal is consistent with the goals, policies and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code.

Summary of Staff Response: City Staff maintains consistency with State Comprehensive Plan, Chapter 187.201(15)(b)3: “Enhance the livability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities.” As well as consistency with the East Central Florida Comprehensive Regional Policy Plan “including specific policies encouraging mixed use development patterns along major corridors, particularly those served by transit”.

Discussion: At this intersection, through the redevelopment of property, future traffic studies, multi-modal and pedestrian safety studies for improvements will be required for fully integrating the new overlay. This proposal would encourage pedestrian activity in this area where additional appropriate safety measures at additional costs with private public partnerships will be necessary. This condition is exacerbated by the City’s intent to create an overlay that entices, invites, and encourages pedestrian activity in this area that is clearly intended to serve the motorist. This is unnecessary. The City could make these properties consistent without the creation of an overlay.

e. Whether the proposal will favorably or unfavorably affect the city’s ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.

Summary of Staff Response: Staff anticipates through the construction of mixed-use projects there will be “coherent and economical use of the city’s resources and infrastructure.”

Discussion: There has been no analysis to substantiate that additional mixed-use projects would occur with the implementation of the overlay. The creation of the overlay has not been analyzed to determine if it will favorably or unfavorably affect the city’s ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.

The proposal would encourage pedestrian activity in this area where additional appropriate safety measures at additional costs with private public partnerships will be necessary. This condition is exacerbated by the creation of an overlay.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses.

Summary of Staff Response: This text change will make an additional commercial zoning category compliant with the existing FLU designation of MU, Mixed use. That it will not create an incompatibility issue in surrounding neighborhoods and that it is correcting an existing incompatibility.

Discussion: The existing inconsistency and false noncompliance issue was created by an unresolved EAR amendment process by the City. Existing conditions in the area characterize this area as auto dependent. Creating an overlay in the area that is pedestrian oriented and eliminates existing uses could affect surrounding neighborhoods. Further, the overlay is unnecessary to fix the inconsistency issue, and the CP zoning designation can be made consistent with the Mixed-Use future land use designation without the creation of the overlay.

g. Whether or the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment.

Summary of Staff Response: The proposal will provide opportunity for additional forms of housing as part of a mixed-use development patterns and allowing for pedestrian-friendly and compatible commercial used “proximate to housing.”

Discussion: The City has not provided any evidence that the creation of the overlay in this area will assist people to find adequate housing and reasonably accessible to their places of employment. The creation of the overlay is unnecessary to facilitate additional mixed-use projects within the area. The properties can be made consistent with the Mixed-Use future land use designation without the creation of the overlay.

h. If the amendments requested is consistent with all the elements of the comprehensive plan.

Summary of Staff Response: Staff finds the amendment consistent with Policy 1.1.2.6 by including an appropriate zoning district for lands in Mixed-Use with the FCOD. Implementing LDC that further reinforces the intent of this policy via the expanded and context-appropriate land use, site design standards and architectural standards.

Consistent with Objective 1.1.4 and its policies for redevelopment and Goal 1.2 and it supporting objectives and policies by implementing smart growth principles via the establishment of FCOD, which creates standards to ensure an appropriate mix of uses, integrated site design, walkability, enhanced urban design standards relating to both building design and placement, and landscaping.

And it cures the inconsistency between land development code and comprehensive plan policies 1.1.10.8 and 1.1.10.11

Discussion: Policy 1.1.2.6 Mixed Use (MU) states

(a.) The Mixed-Use land use category is intended to provide a mixture of residential commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1).

III. LAND DEVELOPMENT CODE ORDINANCE

An analysis of Ordinance 02-2025, a text amendment to the City's Land Development Code, Appendix A., Zoning Code, Article XI, which accompanies the comprehensive plan amendment, shows the new code to be more restrictive and burdensome.

Five key changes will be implemented through the adoption of the ordinance, ultimately creating a restrictive zoning overlay district with new land development criteria performance standards to recharacterize a major auto dependent six lane intersection for more "pedestrian" oriented uses.

This goes against the very character of Commercial Parkway zoning which is intended to serve the motorist's needs and provide an amenable impression of the city. Large lot sizes and other restrictions are intended to minimize frequent ingress and egress to the highway from abutting uses, thereby allowing the thoroughfare to serve its primary function of carrying an uninterrupted flow of traffic."

5 Key Changes Implemented by the Ordinance:

- Establishes Overlay District Boundary, affecting 21 properties on six property owners;
- Establishes a new more restrictive and burdensome zoning district overlay in an area already zoned Commercial Parkway;

- Creates a new Section 23 of the Land Development Code with unique applicability to no other Overlay or Redevelopment Area in the City;

- Eliminates existing permitted uses in the Commercial Parkway CP Zoning District.

- At the intersection of Highway US 1 and State Road 520, uses that are inherently "auto dominant" and viewed to negatively impact pedestrian connectivity, urban design and aesthetics are included as either special exception uses or are prohibited altogether.

Pursuant to the City's Code, Land Development Code Criteria, Appendix A, Zoning, Article XXI, Amendment Section 1(G)(1), when modifying a zoning district boundary, 16 criteria are considered:

1. Is the proposed change contrary to the established land use pattern?

Summary of Staff Response: Staff States, "Uses that are inherently "auto dominant" and negatively impact pedestrian connectivity, urban design and aesthetics were included as either special exception uses or prohibited."

Discussion: Although the creation of an overlay district itself is not contrary, adding an overlay that ignores existing uses and mis-characterizes the established land use patterns is contrary. The new overlay regulation seeks to recharacterize a major arterial intersection for more "pedestrian" oriented uses.

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

Summary of Staff Response: Staff maintains that the overlay will create a distinct district and that this gateway to Cocoa Village warrants context sensitive development standards as directed by the Comprehensive Plan, Cocoa CRA Plan, the City's Strategic Plan, and public Input obtained at community workshops.

Discussion: This amendment initiative to isolate the intersection of SR 520 and Highway US 1 with pedestrian and non-motorist oriented regulations has not been directed as the staff indicates. Pedestrian oriented gateway features have not been identified for the four corners area involving all 21 properties.

Creating an overlay that removes auto dependent uses is a departure from what exists in the comprehensive plan, the land development code and the actions taken by the Cocoa Redevelopment Agencies as well as the existing conditions of the land use patterns.

As an example, the Central Business District in the downtown area, is described where its' boundaries were drawn to "allow for the development of fully integrated, mixed-use pedestrian oriented neighborhoods." There has been no justification for removing auto-dependent uses in the four corners overlay area which includes the arterial intersection.

3. (100.) The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Summary of Staff Response: Staff states that the proposed change does not materially alter the density pattern or overtax the public facilities; that the compact urban and mixed-use development encouraged by the overlay will support more efficient use of the "public investment of infrastructure in this area".

Discussion: This proposal seeks to alter the use patterns in this area by inviting pedestrian traffic to the arterial intersection. The implementation of land development code that is more restrictive, makes the redevelopment of property a larger process. At this intersection, through the redevelopment of property, future traffic studies, multi-modal and pedestrian safety studies for improvements will be required for fully integrating the new overlay.

This proposal would encourage pedestrian activity in this area where additional appropriate safety measures at additional costs with private public partnerships will be necessary. When it has not been proven that this overlay serves a public purpose in this area.

Under Goal IX of the Cocoa Community CRA Plan it states, "Provide aesthetic improvements and way-finding measure to increase the sense of community and identity." The objectives under this goal discuss signage, programs for incentives streetscaping, landscaping design, architectural design guidelines for new and redevelopment projects. No mention of the SR 520 Corridor.

"Transportation Goal XI, starts to discuss "a safe efficient traffic circulation system" but still no mention of SR 520. Until, under a task list that reads "prepare a corridor plan and guidelines for State Road 520, which addresses "land uses, land development regulations, landscape codes, and architectural guidelines."

This overlay ordinance is not a corridor plan. Its boundaries were not drawn to match the corridor or the uses at the arterial intersection so the proposed overlay does not take into consideration the existing density patterns along the corridor and thereby does not know if the proposal would increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

4. (500.) Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Summary of Staff Response: Staff states that the present CP zoning district is illogically drawn because it is within the existing Mixed Use future land Use category resulting in the inconsistency, and that the Overlay is drawn to address the inconsistency.

Discussion: Diamond Square and Highway US1 CRA boundaries were used to limit the four corners area, rather than looking at the existing features and conditions of the area. The limitations for redevelopment, the challenges of the six-lane arterial highway and the costs of ensuring pedestrian safety in the area would have expanded the area to ensure that there was a larger scope to capture full traffic segments and multi-modal routes.

Additionally, higher intense commercially zoned properties, also within the Mixed-Use Future Land Use Category, are not cured by this ordinance because they are outside of this defined Four Corners area. These more intense zoning classifications are also in a Redevelopment area along the SR 520 corridor.

Policy 1.1.4.1 states that the “City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, F.S.: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area, and US 1 Corridor Redevelopment Area.

By allowing the inconsistencies of the higher intense zoning districts to remain General Commercial (CG), Commercial Warehouse, (CW) the City is in violation of their own policies. By eliminating the uses that the auto dependent market demands such as automobile washing (car wash) or convenience stores with gas pumps, the City further prohibits the promotion of these properties within the vital “gateway”.

There are opportunities to enrich the adjacent areas rather than create an isolated node with a more restrictive overlay of regulations and eliminate auto dependent uses due to aesthetics. Offensive or unsightly uses such as automobile wash or smoke and vape retail stores can be architecturally designed to look like residential buildings, office buildings and not outright prohibited.

5. The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.

Summary of Staff Response: Staff states that the overlay is expressly written for creating consistency with the Comprehensive Plan and the underlying Mixed-Use Future Land Use District. That the existing Commercial Parkway, CP zoning of the properties in the subject area is not an applicable zoning district for the Mixed-Use future Land Use Category.

Discussion: The overlay is contrary to the existing land use plan as it seeks to recharacterize a major arterial intersection for more “pedestrian” oriented uses.

The description of Commercial Parkway CP Zoning district in the Land Development Code states that “the provisions of this district are intended to apply to “a main highway approach to the city. The types of uses permitted and restrictions are intended to serve the motorist's needs and provide an amenable impression of the city. Large lot sizes and other restrictions are intended to minimize frequent ingress and egress to the highway from abutting uses, thereby allowing the thoroughfare to serve its primary function of carrying an uninterrupted flow of traffic.”

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

Summary of Staff Response: City staff states that the adoption of the Mixed-Use land use category in 2010 created inconsistency with the CP zoning district applicable to the subject area. That the adoption of the Overlay is intended to correct this inconsistency and implement the Mixed-Use future land use category goals and objectives.

Discussion: There are no changed conditions that justify the creation of the Four Corners overlay with a restrictive land development approach for projects unique only to this area in the City.

The stated changed condition by the City is the inconsistency between the future land use designation of Mixed-Use and the CP zoning designation which were created by the city during an Evaluation and Amendment Review process in 2010.

The City could remedy this without the creation of an overlay district and amend the FLU-1 Table in the Future Land Use Element to make the CP, Commercial Parkway zoning classification consistent with the Mixed-Use FLU designation.

However, this current FCOD proposal represents a more restrictive path without evaluation of economic conditions and without a business impact economic analysis required to the for-profit businesses affected by the proposed amendment (SB 1628).

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

Summary of Staff Response: Staff maintains that the overlay will positively influence living conditions in the neighborhood through enhanced design standards that promote pedestrian-scale buildings, multi-modal accessibility, and architectural standards to ensure attractive development and redevelopment.

Discussion: This area is not residential. This overlay is falsely characterizing the thoroughfare as pedestrian oriented with walkable neighborhoods. The area is characterized by a six-lane arterial intersection abutted by a railroad crossing with a cemetery on the north side. Dominating the skyline is the City of Cocoa water tower.

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

Summary of Staff Response: Staff indicates that the proposed Overlay will positively influence traffic by promoting multi-modal accessibility through the proposed development standards, and ensuring a mix of uses that reduce emphasis on auto oriented developments.

Discussion: A more restrictive land use overlay will not change the hardscape conditions, such as the six lanes of traffic and the railroad crossing. If the overlay is to promote multi-modal accessibility, there is no justification for its boundaries. There has been no study performed that has suggested additional land use regulations or elimination of uses that would both "positively influence traffic" and "ensure a mix of uses" to "reduce emphasis" on auto oriented developments" for properties located within this four corners overlay area identified.

9 (1.). The proposed change will create a drainage problem.

Summary of Staff Response: The City has maintained the maximum lot coverage and will require a site plan review of all new developments.

Discussion: The proposed overlay does not appear to exacerbate existing drainage issues.

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

Summary of Staff Response: The overlay sufficiently regulates height, setbacks, and other developmental regulations to ensure no reduction in light or air.

Discussion: The proposed overlay does not appear to reduce light and air to adjacent areas. This area has limited opportunity for air quality control due to the high emissions from the six-lane highway adjacent and through the overlay area.

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

Summary of Staff Response: Staff maintains that property values will not be adversely affected.

Discussion: The overlay will not adversely affect property values in adjacent areas. However, the proposed overlay eliminates uses that are currently permitted and often found at key thoroughfare intersections. This will alter the recharacterize the area and potentially impact the values of adjacent areas.

12. (50.) The proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

Summary of Staff Response: Staff maintains that the overlay will not be a deterrent to the improvement or development of adjacent property. That the overlay provides design standards and an extensive list of permitted uses allowed by right or by special exception "intended to incentivize

development and redevelopment of the surrounding area and serve as an attractive gateway to the downtown Cocoa Village."

Discussion: The area is aesthetically impacted by the six-lane highway, the railroad crossing, the cemetery, and the City of Cocoa's water tower. Any additional regulations in this area are a deterrent to development.

This overlay is not intended to incentivize development. It is not necessary to implement the Gateway goals of the Cocoa Community Redevelopment Area. The inconsistency is being used to reduce uses and overlay restrictions on a small number of properties and even fewer property owners without a public purpose and without study to determine the extent of this overlay will have on these properties or the surrounding properties in the CRA.

13. (1000.) The proposed change will constitute a grant of special privilege to an individual owner as contrasted with public welfare.

Summary of Staff Response: Staff maintains that the proposal provides flexibility of design and range of uses while protecting public welfare.

Discussion: The overlay removes uses and makes existing uses non-conforming, prohibiting them from expanding, which can translate into financial loss over time. The elimination of a permitted use in an area where one was previously permitted influences the property value.

The adoption of the Mixed-Use land use category in 2010 created inconsistency with the CP zoning district applicable to the subject area. That the adoption of the Overlay is intended to correct this inconsistency and implement the Mixed-Use future land use category goals and objectives. This overlay is not necessary to protect public welfare.

14. There are substantial reasons why the property cannot be used in accordance with existing zoning.

Summary of Staff Response: The City's Staff report states that the existing zoning is inconsistent with the underlying Mixed Use future land use category.

Discussion: The inconsistency between the future land use layer and the zoning layer was created by the City. No outside "substantial reasons" were naturally occurring in the area to create the need for a more pedestrian oriented zoning overlay.

15 (1.) Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Summary of Staff Response: Staff indicates that the overlay is to ensure that the redevelopment of the FCOD is in scale with the needs of the neighborhood via human-scale and pedestrian friendly design standards and use regulations.

Discussion: The overlay is out of character with the needs of the neighborhood. It is designed to introduce pedestrian-scale and walkable design standards and use regulations in an area that is clearly auto dependent and designated for the motorist.

Public infrastructure within the area, the six-lane highways, the railroad crossing, cemetery, and water tower make this area difficult to redevelop for the pedestrian.

A restrictive land use overlay is unnecessary to accomplish the goals of the City. The same goals to address the needs of the pedestrian in this area can be accomplished without eliminating existing permitted uses.

16. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Summary of Staff Response: Staff maintains that the district boundaries are specific to the FCOD.

Discussion: This area was chosen for this overlay to reduce existing permitted uses and prohibit new development characterized as auto dependent.

No market or economic impact analysis or other justification for creating the overlay, with the elimination of uses, has been performed by the City.

For Land Development Code Amendments, the Planning and Zoning Board shall additionally consider the following criteria per Appendix A, Zoning, Article XXI, Amendment, Section 1 (G)(2).

1. The need and justification for the change.

Summary of Staff Response: The City readily admits that the inconsistency impacts property development opportunities. It has been the City's decision that the zoning categories that were not consistent with the Mixed use future land use designation and that they "were either not appropriate for the four corners properties or not structured in a manner to support the goals and objectives of the Mixed Use future land use designation to achieve pedestrian scale, walkable compact and well-designed development patterns.

Discussion: The adoption of the Mixed-Use land use category in 2010 created inconsistency on these properties within the CP zoning district. The City maintains that the adoption of the Overlay is intended to correct this inconsistency and implement the Mixed-Use future land use category goals and objectives. However, five key changes will be implemented through the adoption of the ordinance, ultimately creating a restrictive zoning overlay district with new land development criteria on existing uses to recharacterize a major auto dependent six lane intersection for more "pedestrian friendly" oriented uses.

The City has falsely created a compliance issue where none exists and misrepresented the Mixed-Use future land use category.

Policy 1.1.2.6: Mixed Use (MU) (a) states that the Mixed-use land category is intended to provide a mixture of commercial, office, recreational and institutional uses along the major transportation corridors (such as 520 and US 1)."

And the Commercial Parkway zoning district is intended for thoroughfares. Within the Commercial Parkway district description, it states that "the provisions of this district are intended to apply to "a main highway approach to the city. The types of uses permitted and restrictions are intended to serve the motorist's needs and provide an amenable impression of the city."

No justification has been provided by the City for adopting a more restrictive and burdensome Overlay district. The creation of the Overlay district is not necessary to make these properties consistent.

2. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Summary of Staff Response: Staff maintains that the proposed amendments are appropriate to further the purposes of the zoning code and other codes regulations and actions to implement the plans of the city.

Discussion: The City has provided no evidence that implementing the proposed overlay in this area will have any effect of implementing the City's comprehensive plan goals of reducing sprawl, improving development efficiency, protecting natural resources and enhancing community character since they are not reinforcing existing development by recharacterizing the area.

The intersection of Highway US 1 and SR 520 has been characterized for the motorist. The mixed-use land use designation promotes a mixture of uses, many of the policies call out the SR 520 and Highway US 1 corridors as major thoroughfares through the city and oriented for the motorist.

IV. APPLICABLE LEGISLATION

SENATE BILL 180

Senate Bill 180, Chapter 2025-190, Section 180, Section 252-422, Florida Statutes - Effective August 2024-October 2027

Under this law, the City of Cocoa is defined as an impacted city and is prohibited by law from proposing or adopting a more restrictive or burdensome amendment to its comprehensive plan or land development regulations, or a more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order.

The creation of the Four Corners Overlay District is a more restrictive and burdensome and development regulation. At a minimum, the ordinance creates a new Section 23 of the Land Development Code with unique applicability to no other Overlay or Redevelopment Area in the city and eliminates existing permitted uses in the Commercial Parkway zoning district.

Regardless of supporting evidence, the local governments are outright prohibited from adopting new land development regulations. There is enough uncertainty regarding the legislation to warrant this proposal “null and void” if approved.

It is unclear whether the City has reviewed the proposed ordinances with this legislation. Although it may be short-lived, and reversed during the next Legislative Session, it is in effect at this time.

“SB 180 indiscriminately impedes local government planning in all counties and municipalities for three years, regardless of whether they were impacted by Hurricane Debby, Hurricane Helene, or Hurricane Milton, since every county was included in at least one of the federal disaster declarations. For future hurricanes, the bill restricts local government regulations for one year after a hurricane makes landfall. The restrictions on local governments from proposing or adopting “restrictive or burdensome” regulations create uncertainty in planning as the term is not defined and may be interpreted to include actions needed to reduce risk and increase safety in communities.”

- Quoted from the APA letter to Governor Desantis May 2025,

SENATE BILL 1628

BUSINESS IMPACT ESTIMATE REQUIREMENT

In 2024, a Senate bill (SB 1628) was passed to require Business Impact Estimates (BIE) for most local government-initiated comprehensive plan amendments and land development regulations. Because the City of Cocoa is initiating these ordinances, the recent legislation specifically requires a Business Impact Estimate, prior to adoption of the ordinance.

For a zoning change, the business impact estimate is a critical analysis of the ordinance's potential effects and clarifies the government's public purpose for the zoning change.

The purpose of these BIEs (Section 166.041 and Section 125.66, F.S.) is to assess the potential economic effects of proposed ordinances on private, for-profit businesses. This report must be posted online and detail the proposed ordinance's economic impact on for-profit businesses. It must include at a minimum:

- A summary of the proposed ordinance, including its public purpose.
- Estimated direct compliance costs for affected businesses.
- Identification of any new charges or fees.
- An estimate of the local government's regulatory costs.

The estimate must detail any financial burdens that for-profit businesses may incur to comply with the zoning change. For example, a new increased 30’ setback requirement might force a property owner to redesign a property, increasing architectural and engineering costs. Or the reduced signage height may reduce visibility, and the business owner has to increase the number of signs on site to make up the difference.

The estimate must identify any new fees or charges imposed on businesses by the ordinance. If the zoning change accompanies an increase in impact fees for new development, those new costs must be disclosed.

The estimate must also include the local government's regulatory costs. The report must project the local government's costs for implementing and enforcing the new zoning ordinance.

Without this information, the City has not provided the critical analysis of the ordinance's potential effects that the new legislation mandates. And further, without this information, the City has not clarified their public purpose for the creation of the Four Corners Overlay District that the City admits has an impact on development opportunities.

V. PROPERTY RIGHTS

The inconsistency between the Future Land Use designation of Mixed-Use and the Commercial Parkway, CP Zoning District has been an existing condition since 2010. This existing condition was created by the City during an incomplete Comprehensive Plan Evaluation and Amendment Review Process.

Pursuant to Florida State Statute,163,3191, the Amendment timeline requires necessary amendments to the Comprehensive Plan to be prepared and transmitted for review within one year of its determination.

Effective outcomes of the Ear Amendment were not completed within one year. Existing zoning classifications that were not consistent with the adopted Future Land Use layer were not changed and made consistent with the FIGURE FLU-1 Standards for Future Land Use Categories table.

Further, the one-year provision to resolve conflicts between the comprehensive plan and the other regulations is already provided in the City's own Comprehensive Plan. When there is a conflict between the Comprehensive Plan and other regulatory documents, the City's Comprehensive Plan Article II Chapter 15-7, "Legal Status of Comprehensive Plan" also places a one-year time limit as stated in subsection

"b. Conflicts with other Regulations. The comprehensive plan is cumulative and supplemental to existing city regulations for the development of land. Where the comprehensive plan conflicts with existing land development regulations, the comprehensive plan shall supersede existing land development regulations to the extent of the conflict until such existing land development regulations are amended to be consistent with the comprehensive plan, which shall be accomplished within one (1) year of submission of the comprehensive plan to the Florida Department of Community Affairs. The city council shall be the final determiner as to the consistency."

Developers have chosen to delay filing new applications because they were aware of an unstable regulatory situation. At least one corner of SR 520 and Highway US 1 has risked a costly project falling under the microscope of a potentially invalid ordinance to have to withdraw their application under the "incompatible" use issue. This "wait-and-see" approach has not been beneficial for the city with lost revenue in commercial tax dollars. An unstable regulatory situation created by the city with an unwillingness to work with limited property owners, has frozen development at the four corners properties area for years.

The solution the City is seeking through these ordinances is to create a more restrictive and burdensome Overlay district that eliminates uses and creates unique development restrictions in this area. There has been no justification for this overlay provided through an analysis of the market, the economic impact or needs analysis of the area. The boundary of the overlay has been arbitrarily drawn around 21 properties to make them "pedestrian friendly" and eliminate auto-dependent uses.

At this location, a six-lane arterial intersection, without justification, a restrictive overlay for pedestrian friendly development is contrary to existing language in the City’s comprehensive plan, the land development code, the City’s Redevelopment Plan and many other supporting documents. This area identified is not characterized for pedestrian uses.

In 2021, The City of Cocoa adopted the property rights element into their Comprehensive Plan. The purpose of this element, as it was state mandated, was to outline a property owner's right to control, use, and dispose of their property, subject to state law and local ordinances. Part of what this element does is place the inordinate burden on the property owner to seek compensation if a governmental action places a burden on their property that is more than a minimal impact and significantly affects its economic value.

The proposed overlay resembles the type of regulation that risks being deemed arbitrary where it eliminates long-established uses without evidence of substantial public benefit. Overlay restrictions that prohibit previously permitted uses also raise potential claims under the Bert J. Harris, Jr. Property Rights Protection Act (F.S.§70.001), which provides relief when government action inordinately burdens property rights.

VI. SUMMARY

The inconsistency between the future land use layer and the zoning classification on the 21 existing properties was created by the City in 2010. The City created the inconsistency and is now resolving the inconsistency in the table (Figure FLUE 1) for “compliance” so that the property owners are better able to develop or redevelop their properties without requesting a FLU amendment. This compliance issue is not a code enforcement issue and not actionable.

However, the City is going beyond resolving the inconsistency issue created by an unfinished Evaluation and Appraisal Review process in 2010, with the creation of the Four Corners Overlay District. This overlay area has been created with boundaries drawn around the arterial intersection of SR 520 and Highway US1 because “in this area the CP zoning of the properties is not an applicable zoning district in the Mixed-Use category per the comprehensive plan.”

If that is true, then it is questionable whether the Mixed-Use category is appropriate for the intersection area. The creation of the FCOD is not necessary and no evidence has been provided that shows it serves a public purpose in this area drawn by the City. The Comprehensive Plan policies, land development code and Community Redevelopment Plan Language support motorist uses in this location.

Policy 1.1.2.6: Mixed Use (MU) (a) states that the Mixed-use land category is intended to provide a mixture of commercial, office, recreational and institutional uses along the major transportation corridors (such as 520 and US 1).”

In “Section 14., District and Intent”, the description of the Commercial Parkway CP Zoning district in the Land Development Code states that “the provisions of this district are intended to apply to “a main highway approach to the city. The types of uses permitted and restrictions are intended to serve the motorist's needs and provide an amenable impression of the city. Large lot sizes and other restrictions are intended to minimize frequent ingress and egress to the highway from abutting uses, thereby allowing the thoroughfare to serve its primary function of carrying an uninterrupted flow of traffic.”

The area identified as the new Four Corners Overlay District is in the Cocoa Community Redevelopment Area and subject to the Cocoa Community Redevelopment Plan, which calls for a long-range strategy to utilize the subject properties as “key gateways into the City of Cocoa and, specifically, the historic Cocoa village”.

The Cocoa CRA Redevelopment Plan identifies “Commercial Parkway zoning district” as applicable to:

> “Areas located adjacent to main highway approach to the city, primarily directed along US1. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city.” (Page 26 Coca CRA Plan)

The City of Cocoa initiative to isolate the intersection of SR 520 and Highway US 1 with pedestrian oriented regulations is contrary to the comprehensive plan, the land development code and the

actions taken by the Cocoa Redevelopment Agencies and the existing conditions and land use patterns.

Encompassing the rest of the SR 520 corridor to Fiske Boulevard corridor to complete traffic segments, or bus routes could be considered in a traffic study, a pedestrian, multi-modal study to enhance the Diamond Square CRA and the Highway US 1 CRA. This is more in line with providing for the pedestrian needs and uses along these corridors and connections into the historic downtown area of the city.

Finally, these land development orders should not be adopted without the consideration of recent state legislation. Without providing the Business Impact Estimate for these properties prior to the consideration of these ordinances, the City has no basis for clarifying the government's public purpose for the zoning change.

This overlay creation is not the only resolution to cure the inconsistency. The overlay unnecessarily burdens and recharacterizes the arterial intersection affecting only 21 properties and even fewer - six property owners. The City has not demonstrated that without the creation of this overlay, the property in this area would not develop as mixed use, compact, walkable and pedestrian oriented.

Therefore, the creation of the overlay is unnecessary and burdensome.

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/26/2025

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 08/26/2025

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5/15/27

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CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING:

LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT | ORD 01-2025

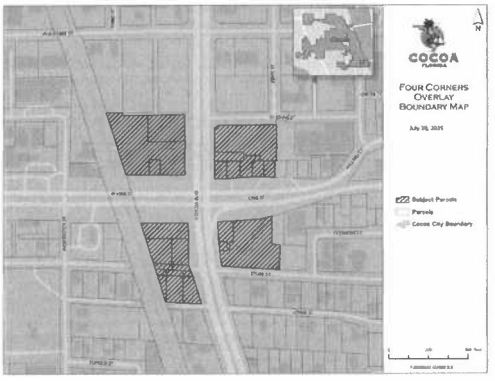
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THAT THE COMMERCIAL PARKWAY ZONING DISTRICT WITHIN THE FOUR CORNERS OVERLAY DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MIXED USE FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

LAND DEVELOPMENT REGULATIONS AMENDMENT| ORD 02-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI OF THE CODE OF THE CITY OF COCOA, CREATING AND ADOPTING THE FOUR CORNERS OVERLAY DISTRICT; PROVIDING FOR ITS PURPOSE AND APPLICABILITY; ESTABLISHING PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; PROVIDING FOR PERFORMANCE STANDARDS, INCLUDING SETBACKS, PARKING, LANDSCAPING, AND SIGNAGE REQUIREMENTS; ESTABLISHING BUILDING DESIGN STANDARDS; ESTABLISHING THE BOUNDARIES OF THE FOUR CORNERS OVERLAY DISTRICT, PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBITS "A" AND "B" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CONSISTING OF THE FOLLOWING PARCEL ID NUMBERS:

24-36-33-31-C-1,24-36-33-32-*-3,24-36-33-30-*-14,24-36-33-00-251,24-36-33-00-289,24-36-33-30-*-15,24-36-33-30-*-8,24-36-33-31-A-5,24-36-33-31-C-2,24-36-33-30-*-21.03,24-36-33-30-*-21.04,24-36-33-00-253,24-36-33-31-*-R.4,24-36-33-31-*-R.3,24-36-33-31-*-R.5,24-36-33-31-*-R.1,24-36-33-31-*-R.2,24-36-33-32-*-9,24-36-33-00-288,24-36-33-32-*-7,24-36-33-31-D-11,24-36-33-31-D-12,24-36-33-31-D-13, 24-36-33-00-258



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON

Sept 10, 2025

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

Sept 23, 2025

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

General Notice Information:

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://www.cocoafl.gov/291/20338/City-Meetings

Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov.

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://www.cocoafl.gov/291/20338/City-Meetings The City is not responsible for technical difficulties that may occur while viewing or listening online.

FT-42425912

CITY COUNCIL AGENDA ITEM

Memo Date:	September 30, 2025
Agenda Date:	October 14, 2025
File ID:	2025-494
Prepared By:	Alexis Crespo, Planning Consultant, RVi
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration on First Reading of an Expedited State Review Comprehensive Plan Text Amendment to amend Figure FLU-1, Standards for Future Land Use Categories, to include the Commercial Parkway (C-P) zoning district within the Four Corners Overlay District, as an applicable zoning district in the Mixed-Use (MU) Future Land Use Designation.

BACKGROUND:

The Cocoa Planning and Zoning Board is requested to review a city-initiated amendment to the City's Comprehensive Plan to accommodate the creation of a new overlay district, called the Four Corners Overlay District, and ensure that it is compatible with the Mixed-Use Future Land Use category for the properties within the proposed Four Corners District, which are all generally located at the intersection of SR 520 and US Hwy1, as shown in the Location Map (Exhibit C). In addition, the proposed amendment corrects an inconsistency that currently exists between the affected properties' zoning district, Commercial Parkway (C-P), and the Mixed-Use Future Land Use category without altering the underlying zoning of the properties.

In the fall of 2023, City staff identified a number of parcels located along SR 520 and US Hwy1 that have incompatible zoning districts and future land use categories. This situation creates a consistency issue with the Comprehensive Plan and impacts property development opportunities. Specifically, in the Four Corners area located at the intersection of SR 520 and US Hwy1, the existing Commercial Parkway (C-P) zoning of the properties is not an applicable zoning district in the Mixed-Use Future Land Use category. In addition, it was found that the available zoning districts that were consistent with the underlying Mixed-Use Future Land Use (FLU) category were either not appropriate for the Four Corners properties or were not structured in a manner to support the goals and objectives of the Mixed-Use FLU category. Staff also recognized that the Four Corners properties are located in the Cocoa Community Redevelopment Area and subject to the Cocoa Community Redevelopment Plan, which calls for a long-range strategy to utilize the Four Corners properties as key gateways into the City of Cocoa and, specifically, the historic Cocoa Village, by promoting high quality development, architecture and wayfinding at the entrance to the City's downtown. The existing available zoning districts again were not suited to achieve these goals.

Given the scope of the impacted area, generally described as the intersection of SR 520 and US Hwy 1, and more clearly shown in the attached maps, City staff requested that RVi Planning + Landscape Architecture review the impacted corridor and provide

strategic solutions in how to address the inconsistency issues. RVi created a scope that consisted of five (5) stages:

- City Kickoff and Strategy
- Community Outreach
- Gateway Corridor Land Development Code (LDC) Amendments
- Zoning and Future Land Use Compatibility Strategy
- Public Hearings

The first stage of the project consisted of the City Kickoff and development of initial strategies for the study area as well as planning for Community Outreach. Upon completion of that stage, it was determined that the initial study area would be limited to the “Four Corners”, which is generally described as the parcels at the intersection of SR 520 and US Hwy 1. The community outreach meeting was held on Monday, June 17, 2024, at the Dr. Joe Lee Smith Recreation Center. A virtual option was provided to attendees as well.

In order to maximize community involvement, 1,800+/- public notice letters were sent two (2) weeks before the meeting. This notice was sent to parcels within both the Cocoa and Diamond Square CRAs.

City staff also created and published a Community Visioning Workshop flyer that was posted on the City’s website and created a Facebook event on the City Facebook page promoting the Workshop. The flyer was also included Cocoa’s 3rd Quarter 2024 FYI Printed Newsletter that gets mailed to every resident and business owner in Cocoa.

Approximately 100 residents and interested parties attended the Community Workshop in-person, and approximately 2 dozen attended online. A full team from RVi was present, as well as representatives from FDOT and the Space Coast Transportation Planning Organization (TPO). The City of Cocoa Mayor and Councilmembers, along with the City Manager and staff were also present.

RVi covered a detailed presentation that included background of the project, an overview of the City’s LDC and Comprehensive Plan and how they impact the Four Corners, an existing conditions analysis, and design considerations in order to meet the intent of the City’s adopted Comprehensive Plan. Breakout sessions were held with those in attendance in order to gather feedback on ideas and solutions for Streetscape, Land Use, Mobility, and Urban Design.

A variety of written and verbal feedback was provided relating to land use, built form/architecture and mobility/access that was incorporated into this amendment and the companion Land Development Code Amendment.

As a result of the feedback from the Community Meetings, RVi and staff recommend the following:

1. Prepare a Land Development Code Amendment to create the Four Corners Overlay District addressing the land use regulations and design standard objectives obtained from the community outreach process.
2. Update the Comprehensive Plan to include Commercial Parkway Zoning District within the Four Corners Overlay District, as an applicable zoning district within the Mixed-Use Future Land Use category, in Figure FLU-1.

On Monday, August 5, 2024, and Monday, August 19, 2024, RVi presented the outcomes of the Community Workshop to the Cocoa CRA, and Diamond Square CRAs, respectively. No additional public input was received, and the questions received from the CRA were generally related to the implementation of potential code changes, uses, timing, and intergovernmental coordination of pedestrian improvements.

The above served as the data and analysis to move forward with the preparation of the Comprehensive Plan Amendment and LDC Amendment relating to the Four Corners Overlay District (FCOD), as well as the City's prior visioning documents, including the Mixed-Use Future Land Use and CRA Plan.

PROPOSED COMPREHENSIVE PLAN AMENDMENT:

The proposed Comprehensive Plan Amendment to support the FCOD project is straightforward in nature and is relatively limited in its scope.

The proposed amendment is limited to a text amendment to Figure FLU-1, Standards for Future Land Use Categories, in the Future Land Use Element. The amendment adds the Commercial Parkway (C-P) zoning district within the Four Corners Overlay District, as an applicable zoning district in the Mixed-Use (MU) Future Land Use category.

It is important to emphasize, the future land use category for the Four Corners Overlay District is not being modified and will remain Mixed Use. The modification simply serves to add the C-P district within the FCOD as an applicable zoning district in the Mixed Use Future Land Use category. In addition, this Comprehensive Plan amendment does not affect properties that are zoned C-P outside of the proposed FCOD with a Commercial Future Land Use category, as C-P is already an applicable zoning district in the Commercial Future Land Use category.

CONSISTENCY WITH COMPREHENSIVE PLAN:

Pursuant to the City's Land Development Regulations Chapter 15, Article II, Sec. 15-11(c) - Comprehensive Plan Amendment Standards, the following shall be considered by the local Land Planning Agency and City Council:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region.

Staff Finding: The purpose of allowing the C-P within the FCOD as a compatible zoning to the MU FLU is to create a more direct path to compliance on the existing properties where the existing zoning is inconsistent with the Comprehensive Plan. By creating compliance, property owners are able to develop or redevelop their properties without requesting a FLU amendment, which has a positive impact on private project timelines and budgets. In addition, implementation of the goals and objectives of the Mixed Use Future Land Use category and the Cocoa Community Redevelopment Plan, envisioning the Four Corners properties as key gateways into the City of Cocoa and, specifically, the historic Cocoa Village, by promoting high quality development, architecture and wayfinding at the entrance to the City's downtown, is anticipated to provide an economic benefit to the community.

b. Whether the proposal will diminish the service level of public facilities.

Staff Finding: The amendment does not modify allowable densities or intensities that are currently authorized by the Mixed Use FLU category. Thus, the amendment will not impact the service level of public facilities.

Furthermore, it is anticipated that by allowing the C-P zoning within the FCOD to occur within the MU FLU, construction of projects of a mixed-use nature will occur, which allows for coherent and economical use of the City's resources and infrastructure.

Applications to develop or redevelop property within the FCOD will be required to provide a LOS analysis regarding impacts to public infrastructure. In the event a shortfall is found, improvement requirements would be determined at that time.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.

Staff Finding: The amendment is not anticipated to affect any natural or historical resources. As sites are developed/redeveloped, the developer will be required to provide all environmental and historical studies as required by the Land Development Code. It should also be noted that the implementation of the Mixed Use Future Land Use category through the creation of the FCOD is anticipated to assist in achieving environmental goals. Specifically, the intent of the Mixed Use Future Land Use category is to encourage compact mixed-use centers and reduce greenhouse gas emissions.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code.

Staff Finding: The proposed amendment will facilitate development opportunities with a mix of uses combining living, working, shopping and recreational activities, which is directly consistent with State Comprehensive Plan, Chapter 187.201(15), Land Use,

Policy 15(b)3: “Enhance the livability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities.”

Additionally, the proposed amendment is consistent with the East Central Florida Comprehensive Regional Policy Plan, including specific policies encouraging mixed use development patterns along major corridors, particularly those served by transit.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.

Staff Finding: The amendment does not modify allowable densities or intensities that are currently authorized by the Mixed Use FLU category. Thus, the amendment will not impact the service level of public facilities, as noted in b. above.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses.

Staff Finding: As noted, this text change will make an additional commercial zoning category compliant with the existing FLU category of MU, Mixed Use. This will not create a compatibility issue in surrounding neighborhoods or land uses, it will correct an existing incompatibility.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment.

Staff Finding: The proposed FLU amendment will provide opportunity for additional forms of housing as part of mixed-use development patterns. It will also allow for pedestrian-friendly and compatible commercial uses proximate to housing.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed amendment is consistent with Policy 1.1.2.6 by including an appropriate implementing zoning district for lands designated in the Mixed Use future land use category within the FCOD. The implementing LDC amendment further reinforces the intent of this policy via expanded and context-appropriate land uses, site design standards and architectural standards.

The amendment is consistent with Objective 1.1.4 and its policies by encouraging redevelopment, promoting increased vitality through proposed land development regulations, encouraging infill development, requiring interconnectivity between sites, and ensuring pedestrian-scale site and building design.

The amendment is consistent with Goal 1.2 and its supporting objectives and policies by implementing smart growth principles via the establishment of the FCOD, which creates standards to ensure an appropriate mix of uses, integrated site design, walkability, enhanced urban design standards relating to both building design and placement, and landscaping.

The amendment will address an inconsistency between the LDC and Comprehensive Plan, which will satisfy Policies 1.1.10.8 and 1.1.10.11.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
June 4, 2025, Planning and Zoning Board (Board) hearing. During the hearing, property owners within the proposed FCOD expressed concerns regarding the amendments. The Board voted to continue the amendments to September and requested that Staff coordinate with the property owners to understand their concerns and consider proposed changes to the proposed regulations.

At the second Board hearing conducted on September 10th, 2025, the Board recommended APPROVAL of the proposed Comprehensive Plan Text Amendment, as presented by Staff.

RECOMMENDED MOTION:
Staff recommends APPROVAL TO TRANSMIT the Expedited State Review Comprehensive Plan Text Amendment to amend Figure FLU-1, Standards for Future Land Use Categories, to include the Commercial Parkway (C-P) zoning district within the Four Corners Overlay District, as an applicable zoning district in the Mixed-Use (MU) Future Land Use Designation.

ORDINANCE NO. 01-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THAT THE COMMERCIAL PARKWAY ZONING DISTRICT WITHIN THE FOUR CORNERS OVERLAY DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MIXED USE FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, the purpose of this Ordinance is to amend Figure FLU-1 set forth in the Future Land Use Element of the Comprehensive Plan, which establishes the uses and zoning districts allowed in each future land use category; and

WHEREAS, the City Council finds that it is desirable to enact this amendment, and hereby provides the data and analysis and legal basis set forth herein to support the Comprehensive Plan amendment approved hereunder; and

WHEREAS, certain properties located near the intersection of State Road 520 and US 1 within the City of Cocoa are currently zoned Commercial Parkway (C-P) and have a Future Land Use designation of Mixed Use; and

WHEREAS, the Commercial Parkway (C-P) zoning district is not currently an allowable zoning district within the Mixed Use Future Land Use category; and

WHEREAS, the City Council desires to create and adopt a new Four Corners Overlay District, which shall be a zoning overlay district for certain designated properties currently zoned Commercial Parkway (C-P) with a Mixed Used Future Land Use designation; and

WHEREAS, this Ordinance will ensure that those certain properties currently zoned Commercial Parkway (C-P) within the Four Corners Overlay District (FCOD) will be consistent with the Comprehensive Plan Future Land Use designation of Mixed Use; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference as data and analysis to support the adoption of this Ordinance.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes, and in furtherance of compliance with the Consent Decree.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Element.** The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories

	Commercial	**Neighborhood Commercial**	**Regional Activity Center**	**Industrial**	**Open Space Recreational**	**Institutional**	**Mixed Use**
Maximum Intensity/ Density	1.0 FAR, 25 du/acre[7]	0.75 FAR, 25 du/acre[7]	0.50 FAR, 25 du/acre, and 45 hotel rooms /acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[2,3&9] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential[8], and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	1 lane arterial that intersects SR 528 or I-95	2 lane collector 2 lane arterial	Not applicable	Not applicable	Not applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, Inst, and PUD	C-N, C-R, R-P, P-S, Inst and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, C-R, C-P within FCOD, P-S, PUD, R-P, UMD
Maximum Impervious Surface Ratio	0.90	0.80	0.95	0.75	0.25	0.65	0.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 due/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub-district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq. ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.
7. Maximum residential density shall be 25 du/acre, except where reduced by the underlying zoning district regulations.
8. Residential uses shall be permitted only where allowed in the underlying zoning district.
9. Notwithstanding the base level maximum density stated in the above chart and Notes 2 & 3, the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village and South End Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6.

* * *

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

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

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the

City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2025.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, **CMC, City Clerk**

Legal Ad: _____

LPA/P&Z: _____

First Reading: _____

Legal Ad:_____

Second Reading: _____

Effective Date: _____

FOUR CORNERS OVERLAY DISTRICT

DATA & ANALYSIS

CP ZONING DISTRICT

Sec. 14. District and intent—C-P, Commercial Parkway District.

The provisions of this district are intended to apply to areas located adjacent to a main highway approach to the city. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city. Large lot sizes and other restrictions are intended to minimize frequent ingress and egress to the highway from abutting uses, thereby allowing the thoroughfare to serve its primary function of carrying an uninterrupted flow of traffic.

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

(1) Retail stores, sales and display rooms, including places in which goods are produced and sold at retail on premises.

(2) Personal service establishments such as florist shops, barber and beauty shops, laundry and dry cleaning pickup stations, tailor shops, and similar uses.

(3) Professional offices, studios, clinics, laboratories, general offices, business schools and similar uses, eating and drinking establishments.

(4) Commercial recreation such as theatres, driving ranges, bowling alleys, and similar uses except drive-in theatres (enclosed structures shall be air conditioned).

(5) Research, design and development activities and accessory laboratories:

a. Where the use does not involve:

1) Operation of heavy machinery or equipment, or

2) Creation of noise, fumes, dirt, or

3) Damage to or interference with other properties.

b. Where all work is done within the building.

c. Where no product is manufactured except purely incidental results of such research, design and development activities for the purpose of these activities only and not for sale.

(6) Hotels and motels except there shall be no more than fifty (50) units per gross residential acre:

a. Minimum living area per dwelling unit shall be three hundred (300) square feet.

(7) Plant nurseries and greenhouses, providing that no outside display of merchandise shall be contained in the required setbacks.

(8) Retail stores using outside display areas providing the following provisions are met:

a. The area outside shall not exceed in size one-third (⅓) the enclosed area of the principal structure.

b. The outside display area shall be surfaced with concrete or asphalt or other suitable materials.

c. The outside display area may be open along the front of the lot but shall be effectively screened on the sides in order to avoid any deleterious effect on adjacent properties.

d. The outside display areas shall be considered the same as the floor area for the purpose of calculating off-street parking requirements.

(9) Public and private clubs and lodges.

(10) Package store, beer and wine.

(11) Retail automotive gasoline/fuel sales as an accessory use to convenience stores, subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

(12) Gym and fitness facilities.

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory uses clearly incidental and subordinate to the principal use, and in keeping with the highway approach character of the district.

(C) SPECIAL EXCEPTIONS.

(1) Multiple-family dwellings as regulated by section 6, RU-2-25 Multiple-Family District.

(2) New and used automotive vehicles, agricultural equipment, major recreational equipment and mobile home sales or rentals with accessory uses; subject to design standards provided in appendix A, article XIII, section 28, of the City Code.

(3) Veterinary hospitals and clinics providing that the following conditions are met:

a. All areas used for boarding or temporary housing of animals shall be completely enclosed unless appropriate safeguards are constructed to control objectionable odors and/or noises, as determined by the board of adjustment.

b. Any area used for boarding or temporary housing of animals shall be buffered from all adjacent properties by a visual and aural screen, meeting the specifications of article XIII, section 5, Supplementary District Regulations, and any other conditions required by the board of adjustment.

(4) Service stations as regulated in section 12, C-2, C-G General Commercial District.

(5) Sewer lift stations.

(6) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(7) Mortuaries and funeral homes.

(8) Security mobile home or facility located upon public or private property.

(9) A bar or lounge without a package store providing there is a total net floor area of three thousand five hundred (3,500) square feet.

(10) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(11) Electronic communication/transmission facilities and exchanges.

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

(D) PROHIBITED USES AND STRUCTURES.

(1) Residential uses except those specifically or provisionally permitted herein.

(2) Outdoor sales and/or display except those specifically or provisionally allowed herein.

(3) Manufacturing activities, transportation, terminals, storage, warehousing and other activities of a similar nature.

(4) Any other use not specifically or provisionally permitted herein.

(E) BULK REGULATIONS.

Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Minimum Floor Area	Maximum Height
10,000 sq. ft.	100 ft.	100 ft.	40%	300 sq. ft.	45 ft.

(F) MINIMUM YARD REQUIREMENTS.

Front setback—Thirty (30) feet.

Side interior lot setback—Ten (10) feet.

Side corner lot setback—Twenty (20) feet.

Rear setback—Fifteen (15) feet, ten (10) feet when abutting an alley.

(G) BUFFER REQUIREMENTS. In addition to the bulk and yard requirements as set forth herein, all development in the C-P District shall be subject to the buffer requirements imposed by article XIII, section 3(C).

(Ord. No. 1618-3, § 3; Ord. No. 1618-11, § 3, 5-10-77; Ord. No. 1-78, § 4, 1-10-78; Ord. No. 2-79, §§ 4, 9, 3-6-79; Ord. No. 26-82, § 1, 5-25-82; Ord. No. 3-85, § 20, 1-8-85; Ord. No. 4-85, § 21, 2-12-85; Ord. No. 2-88, § 6, 2-9-88; Ord. No. 7-88, § 7, 3-8-88; Ord. No. 2-03, § 2, 7-22-03; Ord. No. 08-2008, § 2, 4-22-2008; Ord. No. 02-2023, § 2, 5-23-2023)

MIXED USE FUTURE LAND USE CATEGORY

ORDINANCE NO. 14-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING A POLICY IN THE FUTURE LAND USE ELEMENT RELATED TO THE MIXED-USE FUTURE LAND USE CATEGORY, ESTABLISHING THE AUTHORIZED USES PERMITTED ON THE GROUND FLOOR OF A MIXED USE BUILDING, SUCH MIXED-USE BUILDINGS BEING ELIGIBLE FOR RESIDENTIAL DENSITY BONUSES GENERALLY OF AN ADDITIONAL FIVE (5) DWELLING UNITS PER ACRE FOR VERTICAL MIXED-USE BUILDINGS AND UP TO 125 DWELLING UNITS PER ACRE FOR VERTICAL MIXED-USE PROJECTS IN THE VERY LIMITED GEOGRAPHICAL AREA IDENTIFIED IN POLICY 1.1.2.6 OF THE COMPREHENSIVE PLAN AND REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE, AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, Section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, in 2010, the City Council created a new future land use category, Mixed-Use (MU), which was intended to provide a mixture of residential, commercial, office, recreational, and institutional uses along the major transportation corridors in the City, such as SR 520 and US1, and in the Cocoa Village; and

WHEREAS, the adoption of the Mixed-Use future land use category was intended to strengthen support of redevelopment activities and place a stronger emphasis on quality, integrated development incorporating "smart growth" principles that would lead to compact development as opposed to conventional development standards and reduce urban sprawl; and

WHEREAS, the Mixed-Use future land use category was also intended to promote energy efficient land use patterns and assist in the reduction of greenhouse gas emissions by encouraging such integrated and compact development; and

WHEREAS, to encourage the compact, walkable, energy-efficient land development within the Mixed-Use future land use category, the Comprehensive Plan policies for such Mixed-Use category authorized a density bonus of up to five (5) dwelling units per acre, in addition to the twenty-five (25) dwelling unit per acre generally authorized, for vertical mixed use buildings; and

WHEREAS, Policy 1.1.2.6 of the City's Comprehensive Plan, further establishing the intent of the Mixed-Use future land use category, provides that mixed use buildings within a single development will be "highly encouraged" in this category; and

WHEREAS, for a mixed-use building in the Mixed-Use future land use category, "only retail sales, offices and services and restaurants" are currently permitted on the ground floor; and

WHEREAS, attracting a limited number of new large, vertical mixed-use projects to certain limited areas within the Cocoa Village is consistent with the City's and the Cocoa Community Redevelopment Agency's redevelopment plans and will help ensure the long-term viability and vibrancy of the Cocoa Village as a distinct, attractive, and safe place to live, work, and visit; and

WHEREAS, consequently, the City Council previously adopted via Ordinances 07-2022 and 17-2023 amendments to Policy 1.1.2.6 to authorize up to 125 dwelling units per acre for certain very limited geographic areas in the Cocoa Waterfront Overlay District ("CWOD"), subject to approval of a development agreement in the discretion of the City Council after consideration of a number of factors, including but not limited to, economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, and physical and visual scale; compatibility and harmony with the special and distinctive character of the Cocoa Village, including the South End Subdistrict, if applicable, and waterfront district; impact upon public facilities; and adequacy of on-site parking and impact of off-site parking; and

WHEREAS, the City Council desires to provide additional flexibility related to uses permitted on the ground floor of vertical mixed-use buildings eligible for density bonuses under the Comprehensive Plan to encourage the development of such buildings to fulfill the goals and objectives of the Mixed-Use future land use category; and

WHEREAS, revising the requirement that ground floor uses must consist entirely of retail sales, offices, services, and restaurants reflects the fact that market conditions may not support such commercial uses on every street frontage of a proposed mixed-use building; and

WHEREAS, providing for such flexibility may stimulate the development of mixed use buildings in the City of Cocoa while still ensuring that commercial uses are integrated into such buildings to create compact, walkable, and energy-efficient development that will benefit the citizens of the City of Cocoa; and

WHEREAS, allowing the construction of high-density residential mixed-use projects within the urban core of the Mixed-Use future land use area also provides for the economical use of City resources and infrastructure and provides opportunities for significant work, live, and recreation options that will allow residents to reduce their automobile dependence and live a more sustainable lifestyle; and

WHEREAS, the City Council finds that this Ordinance serves a legitimate government interest related to implementing the goals and objectives set forth in the Cocoa Waterfront Master Plan, Agency Redevelopment Plan, and promoting catalyst redevelopment opportunities that will improve the social and economic interests of the City of Cocoa; and

WHEREAS, the City Council of the City of Cocoa hereby finds this Ordinance is in the best interest of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Element.** The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

I - FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories

	Commercial	Neighborhood Commercial	Regional Activity Center	Industrial	Open Space Recreational	Institutional	Mixed Use
Maximum Intensity/ Density	1.0 FAR, 25 du/acre[7]	0.75 FAR, 25 du/acre[7]	0.50 FAR, 25 du/acre, and 45 hotel rooms /acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[2,3&9] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential[8], and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	1 lane arterial that intersects SR 528 or I-95	2 lane collector 2 lane arterial	Not applicable	Not applicable	Not applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, and PUD	C-N, C-R, R-P, P-S, and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, C-R, P-S, PUD, R-P, UMD
Maximum Impervious Surface Ratio	0.90	0.80	0.95	0.75	0.25	0.65	0.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 due/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub-district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq. ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.
7. Maximum residential density shall be 25 du/acre, except where reduced by the underlying zoning district regulations.
8. Residential uses shall be permitted only where allowed in the underlying zoning district.
9. Notwithstanding the base level maximum density stated in the above chart and Notes 2 & 3, the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village and South End Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6.

* * *

Policy 1.1.2.6: Mixed-Use (MU).

(a). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.

B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.

C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.

D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.

E. Mixed use buildings within a single development will be highly encouraged in this category.

F. ~~For~~ Except as provided herein, for a vertical mixed-use building, density bonuses as provided in Figure FLU 1 and this Policy 1.1.2.6(b) shall only be permitted where at least 51% of the total building length of the ground floor street frontage is devoted to occupiable space for retail sales, offices and services available to the general public, and restaurants, or a combination thereof ~~are permitted on the ground floor~~. The total building length of the ground floor street frontage shall be measured by determining the length of the vertical, mixed use building on the ground floor on all street frontages up to a maximum of two (2) street frontages which shall be the two longest sides of the building with street frontage. For purposes of this Policy, pedestrian and vehicle driveways and ingress and egress corridors may be subtracted from the building length on each street prior to calculating the required percentage of the building length that must be devoted to the ground floor commercial uses on such street frontage. The required 51% of the total building length of the ground floor street frontage that is devoted to occupiable space for the ground floor commercial uses listed in this Policy may be distributed among street frontages as deemed most advantageous by the applicant, which may include locating the ground floor commercial uses entirely on one street. Non-commercial uses, uses otherwise permitted by the underlying zoning district, and parking to serve the vertical, mixed use building or the general public may occur on the remainder of the street frontage or within the interior of the building.

G. If residential housing units are developed as part of a vertical mixed use project a bonus of up to 5 units per acre may be achieved, excluding projects approved by city council pursuant to subsection (b).

H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.

(b). Notwithstanding the maximum density stated in Figure FLU 1, a maximum density of up to 125 dwelling units per acre may be permitted for a specific redevelopment project with residential housing units developed as part of a vertical mixed-use project, subject to the discretion of the City Council and following conditions:

A. The vertical mixed-use project is located in the downtown community redevelopment area and on property designated Cocoa Village Subdistrict or South End Subdistrict on the Cocoa Waterfront Overlay District Regulating Plan and located on real property designated (outlined) on the following map:

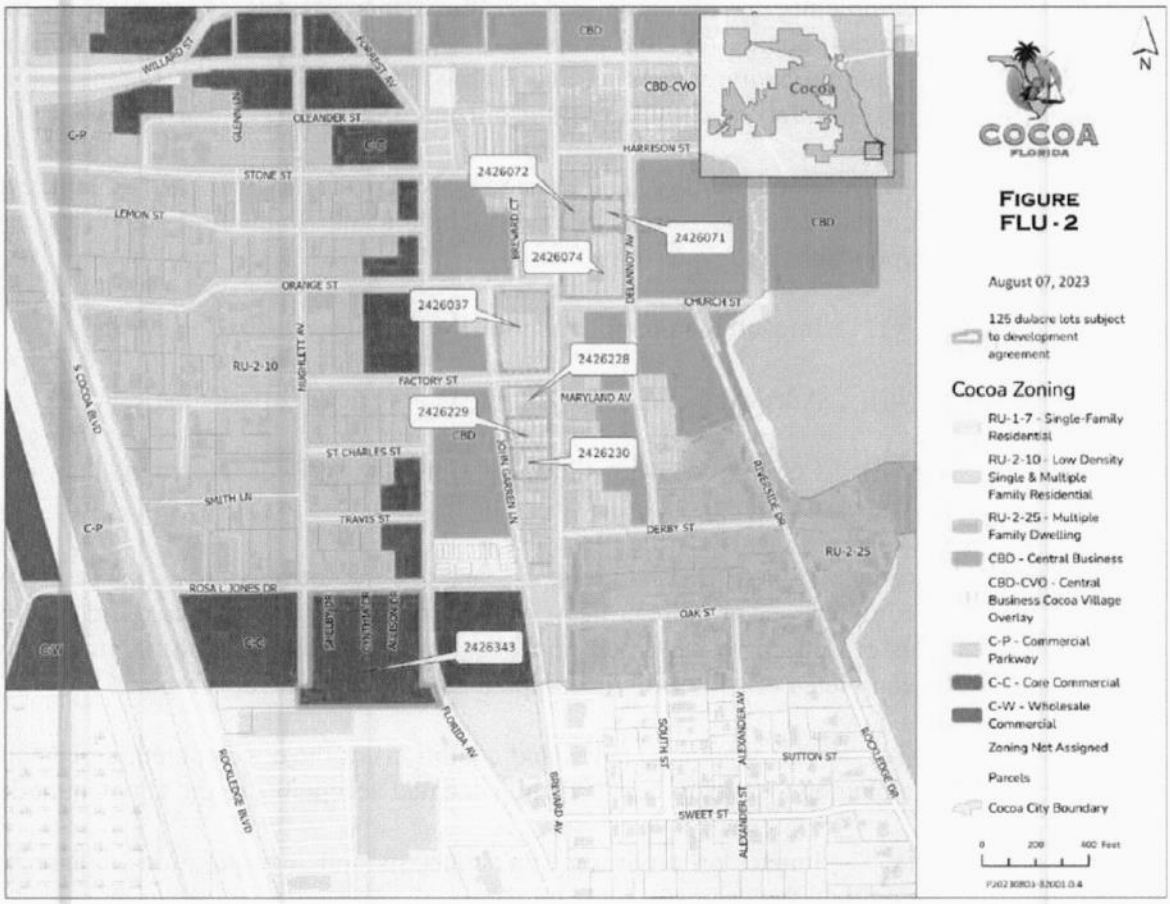


FIGURE FLU-2

B. The vertical mixed-use project is on property upon which a Commercial/Mixed Use Large (CL) building type is permitted on the Cocoa Waterfront Overlay District Regulating Plan; and

C. The maximum density for the project is approved by the City Council by a development agreement after considering the following factors:

(i). Economic and social benefits to the City and Community Redevelopment Agency;

(ii). Aesthetic quality and character, architectural design, and physical and visual scale;

(iii). Any proposed enhancements that a developer will commit to completing by development agreement that will significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the City Code and will serve the public health, safety, and welfare of the citizens and visitors of Cocoa;

(iv). Compatibility and harmony with the special and distinctive character of the Cocoa Village, including the South End Subdistrict, if applicable, and waterfront district;

(v). Impact upon public facilities;

(vi). Adequacy of on-site parking and impact of off-site parking;

(vii). Consistency with the CRA Community Redevelopment Plan and Waterfront Master Plan;

(viii). Proven first-hand experience of the developer to successfully complete one or more projects of such physical and visual scale and design, as evidenced by a written portfolio identifying and describing previously completed or substantially completed projects by the developer;

(ix). The negotiated terms and conditions of the development agreement including a development schedule deemed acceptable to the City Council;

(x). Impact on environmental concerns and incorporation of "green" community designs;

(xi). In the discretion of the City Council, a recommendation from the Cocoa Community Redevelopment Agency if the project could foreseeably affect or impact the Agency or the Agency's Redevelopment Plan, or require an Agency contribution to support the project;

(xii). Compliance with the applicable land development regulations and comprehensive plan policies;

(xiii). Any other factors as may be deemed relevant by the City Council.

* * *

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

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

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

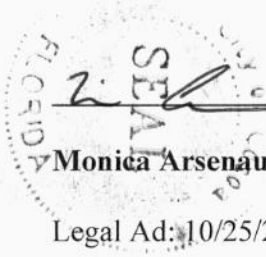
Section 8. Effective Date. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of January, 2025.

Michael C. Blake

Michael C. Blake, Mayor

ATTEST:



Monica Arsenault, City Clerk

Legal Ad: 10/25/2024

LPA/P&Z: 11/06/2024

First Reading: 11/12/2024

Legal Ad: 01/02/2025

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FUTURE LAND USE CATEGORY

CITY OF COCOA
COMPREHENSIVE PLAN

DATA & ANALYSIS

October 2010

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CITY OF COCOA
COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Data and Analysis

October 2010

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CHAPTER I
FUTURE LAND USE ELEMENT

A. INTRODUCTION

The purpose of the Future Land Use Element is to determine the future land use pattern that will best accommodate the City's projected population. The Future Land Use Element is dependent upon the goals, objectives and policies of all of the other elements in the comprehensive plan to minimize adverse impacts on natural resources and maintain essential facilities and services at desired levels to maintain the quality of life within the City.

The goals, objectives and policies established for this element, in conjunction with the City's land development regulations and other implementing mechanisms, will guide the distribution of growth to ensure that future patterns of land use are tailored to:

- Reduce sprawl, consistent with Rules 9J-5.006(3)(b) and 9J-5.011(2)(b)3, Florida Administrative Code (F.A.C.);
- Improve development efficiency by guiding development to existing growth areas where infrastructure systems are in place and where unit costs for public services and facilities are relatively low;
- Protect natural resources by guiding development away from wetlands and other natural resources; and
- Enhance community character by reinforcing existing development patterns and addressing compatibility issues.

This element consists of an inventory and analysis of existing land use, the projection of future land use needs, objectives and policies, and a future land use map series. The Future Land Use Map and associated policies will guide the review and permitting of new development through 2020. This element was developed and adopted pursuant to Chapter 163, Florida Statutes (F.S.), and as such will have significant legal standing. All existing development regulations are required to be consistent with this element and all other elements in the comprehensive plan.

1. Regional Setting

The City of Cocoa is located in Florida's Space Coast in Brevard County (see **Map I-1)**. Located on the west side of the Indian River Lagoon, the City is only 15 minutes from Port Canaveral and the Kennedy Space Center and 40 minutes from the Orlando International Airport. The City is bordered by the City of Rockledge on the south side and unincorporated Brevard County land on the west and north sides.

2. City Profile

According to the University of Florida's Bureau of Economic and Business Research (BEBR), the population of Cocoa was estimated at 16,825 as of April 1, 2009. Based on the City's GIS data, Cocoa contains approximately 8,443 acres or 14 square miles of total area within its jurisdictional limits. I-95, SR 520, SR 524, SR 528 and US 1 are the major roadways connecting Cocoa to other cities. Two four-lane high-rise bridges, the Indian River Bridge (SR 520) and the Merritt Island Bridge (SR 528), connect Cocoa to the islands on the east side, which contain Merritt Island and the Cities of Cocoa Beach and Cape Canaveral.

The City of Cocoa was incorporated in 1895[1]. The City suffered several setbacks in its history including the 1890 fire that destroyed the business district, the 1895 "Great Freeze" and the Great Depression in the 1930s. Following the development of the space industry in 1950s, the City experienced tremendous growth and its population quadrupled from 3,098 in 1940 to 12,244 in 1960 (Source: U.S. Census).

Due to its location near the Kennedy Space Center and the associated high-tech companies along the "Space Coast," the City contains a mix of land uses including residential, commercial and industrial. Historic Cocoa Village is a focal point of the community and is home to a number of buildings listed on the National Register of Historic Places.

According to the 2000 Census, the City of Cocoa population accounted for 3.4% of Brevard County's population at the time and ranked fifth in population among the fifteen cities in the county. The City has a high minority population and high poverty rate as compared to Brevard County. According to the 2000 Census, 32.3% of the population was black in Cocoa, compared to 8.4% in Brevard County. The poverty rate in Cocoa was 21.8%, compared to 9.5% in the county. Although the City has a high concentration of low income housing, an abundance of rental housing and a lack of homeownership opportunities, the City has many strengths and assets including its strategic location, downtown waterfront, revitalized historic Cocoa Village and opportunities for redevelopment.

B. EXISTING LAND USE DATA

1. Generalized Land Uses

The pattern and mix of existing land uses is indicative of the market forces and natural resource constraints that have shaped existing development and are likely to influence future growth. A detailed Existing Land Use Map, **Map I-2**, was developed depicting the land use patterns in the City as of 2009. **Table I-1** shows the current distribution of uses. The acreage of each existing land use category was calculated utilizing Brevard County Property Appraiser information and geographic information systems software.

The land use breakdown in the City in 2009 is 20.4% residential, 5.8% commercial, 7.8% industrial, 7.2% public, 0.8% recreation, 38.6% vacant and 5.8% conservation. The remaining 13.7% consists of water and roadway rights-of-way. The City does not have any agricultural land. **Map I-2** shows that the residential and public uses are spread throughout the City. The commercial uses are located in the downtown and along the major corridors including US 1, SR 520, SR 501 (Clearlake Road), SR 524 and Cox Road. Industrial uses are mainly concentrated on the north side of the City, just north of SR 528. Some industrial uses have also developed along Cox Road and along the railway line just north of SR 520. Vacant land, which comprises about 3,333 acres, is mostly concentrated on the west and central parts of the City.

2. Historic Resources

According to the Florida Master Site File (FMSF), maintained by the Florida Department of State, Division of Historical Resources, there are two historical structures within Cocoa that have been listed on the National Register of Historic Places (NRHP). The NRHP,

[1] http://www.cocoafl.org

maintained by National Parks Service, is the Nation's official list of cultural resources worthy of preservation. **Table I-2** contains the names of the structures.

The City conducted a cultural resource survey in 1991, which was funded by the State and identified several historical and archeological resources in the City. **Map I-3** shows the historical structures and archeological sites that were surveyed in the City of Cocoa.

The City has a local historic district known as Historic Cocoa Village, which is located in the downtown area between US 1 and Indian River Lagoon. The district is comprised of twenty historical buildings that have been renovated and offers a variety of antique shops, art galleries, boutiques and specialty stores.

In addition, Indian River Drive (CR 515) within the City of Cocoa is a part of the Indian River Lagoon Scenic Highway Corridor, which was designated as a Florida Scenic Highway by the Florida Department of Transportation (FDOT) in 2002. The scenic highway corridor is a 156-mile loop that begins at Canaveral National Seashore on the north, encompasses the heart of the Indian River Lagoon on the mainland and barrier island and ends at the Wabasso Causeway in the south. Activities along the scenic highway are coordinated with the Corridor Management Plan that ensures the preservation, protection, maintenance and enhancement of the corridor.

3. Natural Resources

Other than the water bodies, isolated wetlands and limited 100-year floodplain areas, there are few natural constraints to development in Cocoa. Environmental permitting requirements restrict development in pristine natural areas and preserve wildlife habitats.

a. Public Potable Waterwells and Wellhead Protection Areas

The City of Cocoa draws water from 38 wells: 34 wells drilled 400 to 600 feet into the Floridan aquifer and 14 wells drilled into the Intermediate Aquifer. In Brevard County, the aquifer generally contains brackish water; therefore, Cocoa located its well field in east Orange County. Because the wells are located outside the City limits, the City has not established any standards for wellhead protection. **Figure VII-3** in the Potable Water Element shows the location of existing potable water wells that serve the City.

b. Beaches and Estuarine System

The City is located on Florida's mainland along the Indian River Lagoon and does not have any actual beach area within its boundaries. The estuarine system in Cocoa is comprised primarily of the Indian River Lagoon. The Coastal Management Element analyzes this resource in detail.

c. Soils and Topography

The development potential of land is affected by the types of soils present. Soils that have poor load bearing features or drain poorly are more difficult and costly to develop. Other soils may not be suitable for certain types of development and septic tanks.

Soils in Cocoa are not a significant constrain for development, except for wetland soils. Any vacant land located in areas of wetland soils cannot be filled-in without a permit from the Florida Department of Environmental Protection (FDEP) or the Army Corps of Engineers. In addition, the City has established wetland regulations that ensure the protection and conservation of the wetlands from development impacts. The Conservation Element addresses the criteria and mitigation options of the new development and redevelopment impacts on the wetlands. Similarly, the topography of Cocoa does not represent a significant constraint for development because the majority of the City is characterized by gentle slopes that are developable without the need to drastically disturb the natural contours of the land. **Map XII-3** in the Conservation Element shows the major soil types found in the City.

d. Wetlands and Flood-Prone Areas

There are several areas within the City that lie within wetlands and floodplains. In addition, there are a few smaller scattered areas within the City typically associated with small lakes. The City requires all development to conform with the standards set forth by the United States Department of Housing and Urban Development (HUD) Flood Insurance Program and the St. Johns River Water Management District. **Map XII-1** and **Map XII-2** in the Conservation Element show the wetland and flood prone areas found in the City.

4. Adjacent Uses and Areas of Critical State Concern

Map I-4 depicts the land uses for all lands adjacent to the City of Cocoa. The map shows that the areas closest to the City limits to the west and south are mostly developed. Most of these areas are currently used for single-family residential, although commercial and industrial uses are also found along major transportation corridors. Currently, there are no Areas of Critical State Concern and no dredge spoil sites within the City limits.

5. Population Projections

Chapter 9J-5, F.A.C., requires that the "comprehensive plan be based on resident and seasonal population estimates and projections." According to the definition established by 9J-5, resident population refers to "inhabitants counted in the U.S. Bureau of the Census in the total population category." Seasonal population encompasses those "inhabitants who utilize, or may be expected to utilize, public facilities or services, but who are not residents. Seasonal population shall include tourists, migrant farm workers, and other short-term and long-term visitors." The total seasonal population combined with the total resident population represents the "total functional population."

Projected population figures determine future facility needs and land requirements and must be taken into consideration in preparing the Future Land Use Element. Population estimates and projections were prepared by Land Design Innovations, Inc. as part of the comprehensive plan and are shown in **Table I-3**. A description of the methodologies used to formulate the projections is found in the report titled "City of Cocoa Population Projections," please reference **Appendix B**.

According to the U.S. Census Bureau, the 2000 population for the City of Cocoa was 16,412 permanent residents. **Table I-3** shows that this population is expected to reach 29,173

permanent residents by the year 2020, 34,992 by 2025 and 42,311 by 2030. The projected average annual rate of population growth for the planning period is 3.21percent annually.

The seasonal component in Cocoa has been less significant than in most Florida communities. The existing number of seasonal residents in 2000 was estimated to be 834, which is approximately 5% of the total number of residents. By 2020, the number of seasonal residents is projected to increase to 1,482 citizens, based on maintaining the 5% average.

C. LAND USE ANALYSIS

1. Availability of Facilities and Services

This Section summarizes the availability of public facilities and services necessary to support future development.

a. Transportation

The City of Cocoa is serviced by six major roadways: US 1, SR 501 and Interstate 95 running north-south, and SR 528, SR 520 and SR 524 running east-west. These roadways are classified by the State as Urban Principal Arterials or Minor Arterials.

The 2008 Space Coast Transportation Planning Organization (TPO) State of the System Report indicated that only a portion of I-95, from SR 524 to SR 520 within the City, is congested and does not meet the adopted level of service standard. Currently, the section of I-95 from South of SR 519 (Fiske Blvd.) to North of SR 528 is being widened from four lanes to six lanes and construction is projected to be completed in 2014. The Transportation Element describes transportation facilities in more detail.

There are no airports within the City; however, there are passenger and freight rail services available. Limited public transit service is provided and operated by the Space Coast Area Transit Authority (SCAT). The public transit service within the City of Cocoa is provided along three routes 1, 4 and 6. Route 4 connects Cocoa to Cocoa Beach and Route 6 circulates internally throughout the City. The City does not provide a comprehensive system of bicycle or sidewalk facilities.

b. Sanitary Sewer

The City of Cocoa provides sanitary sewer service to its residents. The City operates and maintains one wastewater treatment facility known as the Jerry Sellers Wastewater Reclamation Facility, which has a capacity of 4.5 million gallons per day (MGD). This facility is operated in accordance with the rules of the FDEP and the SJRWMD.

The City has an improvement plan designed to provide sufficient wastewater collection, treatment and disposal services to meet projected demands through the year 2025. The Sanitary Sewer Element describes the sanitary sewer system facilities in more detail.

c. Solid Waste

The municipal solid waste collection is provided by a solid waste contractor, Waste Management, Inc., to all residents and businesses in the City of Cocoa. Non-residential solid waste collection occurs two to six times per week, as needed, per location. Residential service is offered twice a week per household. Waste Management, Inc. is also responsible for collecting recyclables, bulk trash, green waste, commercial dumpster and construction debris within the City. Recyclables and green waste are collected once per week.

Brevard County handles the disposal of all solid waste for the City of Cocoa. All Class I (municipal solid waste) and IIII solid waste (construction and demolition debris) are disposed at the Central Disposal Facility (Cocoa landfill), located in Cocoa. The Cocoa landfill will reach capacity in 2013 and is expected to be partially closed in 2014. Brevard County has made plans for the southern expansion of the Cocoa landfill. The expansion will include the development and construction of additional Class I landfill cells (space), which will add an additional 220 acres to the Cocoa landfill. It is anticipated that this expansion will provide adequate capacity to serve all of Brevard County, including that solid waste generated by the City of Cocoa, until 2040[2].

At the level of service standards established in the Solid Waste Element there is sufficient capacity to serve existing land and future land uses.

d. Stormwater

The Stormwater Division is responsible for maintaining the City's drainage ditches and swales, piping, inlets and retention and detention ponds. The City does not have a Stormwater Management Plan that determines the status of existing system. The Stormwater Element describes the system in more detail.

e. Potable Water

The City of Cocoa is a regional water supplier for central Brevard County, serving other cities and unincorporated areas in Brevard County. Cocoa's geographic water service area includes Cocoa, Canaveral Groves, Cape Canaveral, Cocoa Beach, Kennedy Space Center, Merritt Island, Patrick Air Force Base, Rockledge, Viera, Sharpes, Suntree, Titusville, Melbourne (when needed), Port St. John and a large portion of unincorporated areas of Brevard County.

The Cocoa water utility serves primarily residential and commercial land uses. Water service is also provided to a small number of industrial and agricultural land uses. The City of Cocoa has two water treatment plants, Wewahootee Water Treatment Plant and Claude H. Dyal Water Treatment Plant, with a total systemwide production capacity of 48 million gallons per day (mgd), with an average usage of 25 mgd in 2008. The water use allocated to the City of Cocoa through its current SJRWMD CUP is limited to 34.11 mgd for the year 2009, and increases annually through year 2023 to 39.64 mgd. At the level of service standards established in the Potable Water Element, the water utility has sufficient water production and storage

[2] Brevard County Solid Waste Management Department, August 2009.

capacity to meet current and future average daily and typical peak day demands generated by customers in its water service area.

f. Natural Groundwater Aquifer Recharge

There are few prime aquifer recharge areas within the City of Cocoa. Within surficial aquifer recharge areas, the City allows a maximum impervious surface area of 75 percent. **Map VIII-2** in the Natural Groundwater Aquifer Recharge Element shows the location of the recharge areas of the Floridan Aquifer in the SJRWMD.

2. Vacant Land Suitability Analysis

The purpose of this section is to assess the suitability of vacant land for development by identifying how much of the vacant land is constrained by natural and historical resources and by determining the extent to which development can be directed away from these constraints.

The City of Cocoa contains 3,333 acres of vacant land, or approximately 39% percent of its total acreage (45% not including water and rights-of-way) (see **Table I-1**).

Some of the properties that are vacant have received development approval and therefore, cannot be counted toward "developable" vacant land. Those sites, shown on **Map I-5** and listed below, comprise approximately 991.35 acres.

Development Name	Acreage	Units Approved
Brevard Crossing	272.35	675[1]
London Cove PUD	20.53	61 Townhomes
Cocoa Landings	43.32	178 Townhomes and 310 Apartments
35 Carmalt Street	0.24	4 Townhomes
Summer Breeze	36.39	40 Single Family
Trinity Condos	0.12	3 Condominiums
Santa Barbara	88.91	479 Townhomes and Condominiums
Barrara Shores	283.62	600 Single Family
Space Needle	245.87	400 Single Family
TOTAL	**991.35**	**2,750**

1. Note: Brevard Crossings is a pending development application not yet approved.

Map I-6 depicts vacant land with the assigned future land use classification and a sensitive land overlay showing potential development constraints. The overlay was created by combining layers of floodplains, wetlands and soils. The map shows that the sensitive areas are mostly along the waterways and on the west and the north sides of the City. **Map I-6** does not include properties that are vacant but have received development approval. The vacant properties within the City are primarily designated on the FLUM for residential (54.5%), followed by industrial uses (23.4%) and commercial uses (14.0%).

Map I-6 shows that most of the vacant land is located on the west and central parts of the City. Medium sized vacant parcels are located primarily along US 1 and in the downtown area, while medium to large vacant tracts of lands are located in the north and west parts of

the City. The acreage of "developable" vacant lands (excluding potentially sensitive lands and lands approved for development) is approximately 1,006 acres.

Table I-7 shows the acreage of uncommitted developable vacant lands and the development potential.

3. Projected Land Use Needs

This section of the Future Land Use Element projects the amount of land for different land uses that will be necessary to accommodate future population growth. The methodology used to project the future demand for the various land uses was based on the current proportion of land use acreage to population.

a. Future Agricultural Use

Currently, no land is dedicated for agricultural uses on the City's FLUM. When the City annexes agricultural land, a City land use category is applied to the site based on adjacent land uses and adequacy of the site for development. The City may allow agricultural operations to continue on the site. To promote the continuation of agricultural uses on the site, the City is adopting a Rural/Urban Transition land use category. The Rural/Urban Transition land use category will protect and preserve agricultural activities while providing for residential uses limited to family homesteads as defined in Chapter 163.3179 Florida Statutes.

b. Future Residential Land Use

The City has designated 3,820 acres of residential land on the FLUM (**Map I-7**). The proportion of acreage of land use to population, and the housing needs to accommodate 2020 population were used to determine future residential land use needs. As seen in **Table I-4**, future growth would demand approximately 695 residential acres by 2020 if the 2009 ratio were used. The housing units needed by 2020 were calculated by dividing the 2020 population projection (30,656) by the persons per dwelling units figure from the 2000 Census (2.04). Based on this calculation, a total of 15,027 dwelling units will be needed by 2020. This number reflects current units plus the additional units needed to accommodate projected population growth. Of the 15,027 housing units, 9,807 are needed for single-family and 5,220 are needed for multi-family. The distribution between single-family and multi-family is based upon the 2000 Census distribution.

Table I-7 presents the amount of developable residential lands by land use category and the holding capacity of those lands. Based on the 413 acres of developable vacant land designated as residential in the FLUM, the City could accommodate approximately 3,197 additional dwelling units by 2020. In addition to the residential land use categories, the neighborhood commercial and mixed-use land use categories encourage the provision of residential uses in conjunction with retail or office developments. That increase in available lands for residential development will satisfy the future demand for residential land use. As shown in **Table I-7**, the mixed-use and neighborhood commercial categories will add the potential for 256 additional dwelling units, for a total of approximately 3,453 units.

By adding the approved units (2,750 units) and the potential units (3,453 units), the City has a total development potential of 6,203 new residential units. By 2020, the City would have 14,735 dwelling units**,** which is calculated by adding the potential new units (6,203) to the existing units (8,532). Comparing the need (15,027) with the holding capacity (14,735), the City will have a deficit of 292 residential units.

Residential development will be accommodated based on the following ranges of density (see mixed-use category below for additional areas allowing residential uses):

- Very Low Density Residential – Up to 4 units per acre
- Low Density Residential – Up to 7 dwelling units per acre
- Medium Density Residential – Up to 15 dwelling units per acre
- High Density Residential – Up to 25 dwelling units per acre

c. Future Commercial Land Use

The commercial category will primarily consist of commercial and office uses. Projections of future commercial land were based on current ratio of land use to population. Based on the 2009 population of 16,825, the ratio is currently 30 commercial acres per 1,000 residents. This ratio includes the commercial development included within mixed-use areas. Applying the 2009 ratio to the 2020 population projection, the City would need a total of 906 commercial acres.

Economic development is one of the big focuses of the City. In order to encourage economic activities, the City needs to increase the current land use allocation percentage for the commercial activities. The FLUM designates 1,150 acres of commercial land use. The acreage is split between commercial acres (867 acres/77%) and neighborhood commercial acres (284 acres/23%).

d. Future Mixed-Use Land Use

In addition to the more traditional commercial land use category, the City is establishing a mixed-use land use category to support commercial development in a mixed-use setting with supporting residential uses. The intent of the category is to encourage the development of compact mixed-use centers and avoid a strip commercial development pattern. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% non-residential and 50% residential.

e. Future Regional Activity Center

The Regional Activity Center (RAC) land use category allows compact, high intensity and mixed-use developments on parcels with land area of 50 acres or more. The amount of RAC acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 270 acres of land designated RAC on the FLUM. The RAC areas are located at the intersection of I-95 and SR524, known as Brevard

Crossings Regional Activity Center. The RAC acreage is not expected to grow through the planning horizon.

f. Future Industrial Land Use

Industrial land use projections were calculated using the same basic methodology as described above for commercial lands. The amount of industrial acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 675 acres of developed industrial lands within the City of Cocoa, or 40 acres for every 1,000 residents. Based on the projected population for 2020, there would be a need for 1,230 acres of industrial land use, using the 2009 ratio. The 2020 FLUM provides 1,245 acres for industrial uses, allowing a 15-acre surplus.

Industrial uses tend to benefit an economy more than other uses such as residential and institutional. To enable desirable future economic development outcomes, the City needs to increase the current land use allocation percentage for the industrial activities. Based upon the current work force and community needs, it is projected that the demand for industrial uses will increase. Therefore, the City may need additional industrial land acreage to meet the future demand.

g. Future Institutional Land Use

Currently, the City of Cocoa has a low percentage of institutional land use as a percentage of overall land use The institutional uses owned by non-profit and public organizations do not contribute to ad-valorem taxes; therefore, a smaller percentage of these uses is not a negative indicator for the City. However, the City needs land in this category to accommodate those institutional uses that are generators of public activities (such as civic centers, museum and arena) to offset lost ad-valorem taxes from other institutional uses that do not pay ad-valorem taxes. Based upon an analysis of existing and future needs, the City anticipates the need to acquire additional land to accommodate its public facility and service functions as the population increases. **Table I-4** indicates an increase in demand for institutional acres (1,140 acres by 2020 over the 626 acres in 2009). The increase is based upon an average of 37 acres per 1,000 residents. The 2020 FLUM shows a total of 249 acres of institutional land use, which indicates a deficit of 891 acres. Therefore, the City needs additional institutional land acreage to meet the projected future demand.

h. Future Recreation/Open Space Land Use

Currently, the City of Cocoa has 156.66 acres of recreation and open space lands within the City, 71 acres of which are designated Recreation and Open Space on the Future Land Use Map. This translates into an actual level of service of 6.91 acres/1,000 population. With a projected total population of 30,656 persons by 2020, the City will have an excess of 118.34 acres of recreation and open space land to meet the future demand. Therefore, it is not anticipated that the City will require additional lands for the Recreation and Open Space future land use category over the 10 year planning horizon.

i. Future Conservation Land Use

This land use category includes those lands that contain valuable and threatened natural resources such as floodplains, estuarine properties and unique ecological communities. Several areas in the central portion of the City and along US 1 have already been designated as conservation, but there may be other noteworthy areas identified in the future which may be considered for conservation designation on the Future Land Use Map. Additional conservation lands can also be anticipated with annexations of natural resources.

4. Need for Redevelopment

The City of Cocoa contains limited areas of blight characterized by aging buildings, inadequate and obsolete infrastructure and lack of employment opportunities. Under Florida law (Chapter 163, Part III, F.S.), local governments are permitted to designate areas as Community Redevelopment Areas where deterioration is severe or widespread. The City of Cocoa has established three community redevelopment areas (CRAs), including the Cocoa (Downtown) CRA, the U.S. 1 Corridor CRA and the Diamond Square CRA, encompassing a total 1,403 acres. **Map I-8** shows the location of the City's redevelopment areas.

The Cocoa (Downtown) CRA was established in 1998 and encompasses approximately 280 acres, with its boundaries extending north to Mitchell Street, south to the City limits, west to the railroad tracks and east to the Indian River Lagoon. The Cocoa Community Redevelopment Agency sponsors a Commercial Façade Improvement Program to benefit property owners in the Cocoa (Downtown) CRA. Matching grants of up to $10,000 are available per commercial parcel to qualified owners. Cocoa Village, located in the Cocoa downtown CRA, is the best example of the City's successful redevelopment efforts.

The U.S. 1 Corridor CRA was established in 1998 and encompasses approximately 805 acres, with its boundaries extending north to Clearlake Road, south to School Street, west to the Fiske Boulevard and east to U.S. 1. The U.S. 1 Corridor Redevelopment Agency also sponsors a Commercial Façade Improvement Program. Matching grants of up to $10,000 are available per commercial parcel to qualified owners.

The Diamond Square CRA, created in 1998, is located on the southern border of the City and is approximately 318 acres in size. The Diamond Square CRA encompasses the area bordered by Oleander Road on the west, School Street on the north, railroad tracks on the east and Poinsetta Drive on the south. The Diamond Square Redevelopment agency sponsors façade improvement programs that offer a matching grant of up to $2,500 per residential parcel and $10,000 per commercial parcel to qualified owners. The agency provides funding at a maximum of $2,000 per program to programs whose services are located within the Diamond Square CRA and whose program goals match one or more of the goals of the agency. The agency also offers a first time homebuyers program and a drainage improvement program.

In addition to the creation of the community redevelopment areas, the City has focused other targeted efforts on economic development in the City. Economic Development is discussed in **Section E** of this element.

5. Proposed Development and Redevelopment of Flood Prone Areas

Floodplain areas, as defined by the Federal Emergency Management Agency, include the 100-year floodplain (Zone AE) and the velocity zone (Zone VE). Flood-prone areas in Cocoa are depicted in **Map XII-2** in the Conservation Element. Much of the development within flood-prone areas occurred before the adoption of state and local regulations in the early 1980's.

Implementation of the comprehensive plan goals, objectives and policies and enforcement of the land development regulations will direct new growth away from areas particularly susceptible to flooding from severe storms or hurricanes and will ensure that all redevelopment activities will be consistent with regulations that result in their safe construction.

6. Dredge Disposal

As noted in the inventory section, there are currently no dredge spoil sites within the City.

7. Hazard Mitigation

The Brevard Local Mitigation Strategy is the guiding plan for local governments in the County's coastal planning area. The City has not prepared a Post-Disaster Redevelopment Plan, nor has Brevard County.

The City of Cocoa's coastal planning area includes the parts of the City that are adjacent to the littoral area along the Indian River Lagoon. The entire coastal planning area within the City of Cocoa is predominantly developed. There are a number of water-dependent uses, including recreation sites, boat ramps and marinas. None of the water-dependent land uses can be relocated. In addition to these water-dependent uses, there are a number of single family residential uses and water-related uses in the coastal high hazard area. Water-related uses include numerous commercial enterprises, such as boating and other marine related facilities. There are also several publicly owned parks along the Indian River Lagoon. The City does not currently anticipate the need to relocate, modify, or acquire any of these uses which it does not already own. However, in the wake of a storm event, City personnel will make inspections of all damaged structures. When the City has determined that a structure has suffered damage of greater than fifty percent (50%) of its value, the City will require that the owner rebuild landward of the existing structure or modify the structure in such a way that additional damage is unlikely. In some instances, the City may consider acquiring damaged structures and their lots in order to expand park areas or prevent build-back in areas of extensive erosion.

The City is mostly built out within the coastal planning area with the exceptions of one or two sites on the Indian River Lagoon. The vacant areas consist primarily of low density residential properties with some scatted commercial properties within the downtown. Commercial and residential land uses within this area are expected to continue as the predominant activities. The City of Cocoa land development code addresses lot coverage, setbacks from wetlands and water bodies, and protection of native vegetation by new development and redevelopment projects. Therefore, no special consideration for proposed land uses is necessary over and above those required to deal with the existing land uses addressed above. However, if older neighborhoods or communities are scheduled to be

revitalized or redeveloped, hazard mitigation should be an aspect considered and integrated into the project prior to the time of development approval.

D. GREEN HOUSE GAS REDUCTION AND ENERGY CONSERVATION

Greenhouse gases (GHGs) are the gases in the atmosphere that trap heat. Carbon dioxide, methane, nitrous oxide, ozone and fluorinated gases are some of the most abundant GHGs in the atmosphere. Some of the GHGs, such as carbon dioxide, occur naturally in the atmosphere through natural processes and human activities. Other greenhouse gases (e.g., fluorinated gases) are created and emitted solely through human activities. The greenhouse gases that enter the atmosphere because of the human activities are listed below.

- Carbon Dioxide - Burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and also as a result of other chemical reactions (e.g., manufacture of cement).
- Methane – Production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and by the decay of organic waste in municipal solid waste landfills.
- Nitrous Oxide – Agricultural and industrial activities, as well as during combustion of fossil fuels and solid waste.
- Fluorinated Gases (also known as High Global Warming Potential Gases) – Variety of Industrial processes.

While greenhouse gases play a vital role in maintaining the necessary conditions for life on Earth, the rapidly increasing concentrations of these gases are causing a rise in global temperature – Global Warming. It is now apparent that the increasing atmospheric concentration of GHGs resulting from human activities is changing the climate in ways that pose serious risks to citizen's health, economy, and environment. The Florida Legislature enacted House Bill 697 in its 2008 session. HB 697 amended Chapter 163, F.S. to address green house gas reduction and energy conservation through comprehensive plans. Chapter 163.31776(a), F.S., requires that the Future Land Use Element include greenhouse gas reduction strategies and energy efficient land use patterns, accounting for existing and future energy electric power generation and transmission systems.

The land use pattern plays a significant role in reducing vehicle miles travelled (VMT) and thus in reducing energy consumption and its associated GHGs emission. VMT can be reduced by promoting strategies such as compact development, high density development arranged to encourage pedestrians, bicycle and transit use, transit oriented development and mixed-use development. The preservation of historic buildings and their adaptive reuse result in energy conservation. These buildings are typically closer to population centers and adaptive reuse generally involves lower impacts on natural resources than new construction. The use of "green" building standards, as opposed to conventional codes, results in energy conservation. In addition, protecting and enhancing green spaces provides natural carbon sinks in soils, vegetation and streambeds to mitigate carbon emissions.

Implementation of the City of Cocoa's comprehensive plan goals, objectives and policies and enforcement of the land development regulations will reduce urban sprawl and VMT, encourage more mixed-use development in specific areas in the City, preserve green space and promote education of citizens in energy conservation measure and practices.

E. ECONOMIC DEVELOPMENT

Economic development must be considered as part of the City's long term plans in concert with planning for land use, transportation facilities and other services in order to coordinate the targeted location and support for business and industry. For the City of Cocoa, economic development is defined as a strategic program to:

- Increase the standard of living and quality of life for City residents.
- Stimulate job growth and provide higher-income jobs for residents.
- Diversify the local economy to provide stability during economic downturns and to provide a steady and growing tax base.

1. Current Economic Development Programs

The City's Office of Economic Development (ED) is responsible for all the economic development activities in the City. The goal of the ED Office is to strengthen and diversify the City's economy and expand the tax base, while enhancing the quality of life enjoyed by current residents, businesses and visitors. The City has taken several steps since 2000 to foster the entrepreneurial environment by encouraging new business formation, retaining and improving success of existing business and attracting businesses.

The City of Cocoa is a member of a non-profit organization known as the Economic Development Commission (EDC) of Florida's Space Coast. The EDC provides education, training and financial incentives to the businesses that are trying to expand and relocate in the Space Coast area. The City works closely with the EDC on projects planned in Cocoa.

The City offers a variety of local, state and federal programs and incentives to businesses that locate, expand and do business in Cocoa, including:

- *Florida Enterprise Zone*: Enterprise Zones encourage economic growth and investment in distressed areas by offering tax advantages and incentives to businesses locating within the zone boundaries. In 2002, the City adopted an enterprise zone boundary (see **Map I-9**) and the corresponding Enterprise Zone Strategic Plan. The City was awarded Enterprise Zone 501 (EZ 501) in 2003.
- *Small Business Assistance Program*: The City offers financial assistance to new and expanding businesses with costs associated with small-scale infrastructure project and development fees.
- *Tax Abatement Program*: This program offers a City ad valorem tax exemption for new and expanding businesses within the City. The scope of exemption is generally determined by the number of new jobs created, as well as the wages associated with the newly created jobs.
- *Foreign Trade Zone*: A Foreign Trade Zone (FTZ) is land deemed to be outside the United States customs territory for purposes of duty assessment. Companies located in a foreign trade zone are able to defer, reduce and/or eliminate import duties. When goods are withdrawn from the FTZ and entered into the commerce of the United States the appropriate duty is levied upon the goods, if applicable. The City of Cocoa Foreign Trade Zone offers significant benefits for many types of businesses that import goods. Almost 24 acres of Foreign Trade Zone # 136 lie

within the City of Cocoa, located at the TATE Industrial Park. **Map I-9** shows the boundary of Foreign Trade Zone in the City.

- *Historically Underutilized Business Zones* (HUBZones): The program provides federal contracting and sub-contracting opportunities for qualified small businesses located in designated areas. The City has two census tracts that are designated non-metropolitan HubZones by the U.S. Small Business Administration.
- *Brownfield Redevelopment Program*: In 2003, the City of Cocoa established a Brownfield Redevelopment Program, which is funded through a Brownfields Assessment Grant by the U.S. Environmental Protection Agency (EPA). The redevelopment plan offers environmental Site Assessments to determine the nature and extent of contamination, facilitates applicants' participation in the State's Program, assists with redevelopment planning, provides coordination between intergovernmental agencies and participates in promotions for brownfield sites/projects.

2. Analysis of the Economic Development Environment in Cocoa

In 2005, the City and the University of Florida conducted a comprehensive assessment of the economic development environment in the City of Cocoa. The strengths identified in the report included:

- Strategic location that provides excellent access to the regional market, yet offers the advantage of more accessibility and lower costs.
- Good primary transportation infrastructure including excellent road network that provides a location incentive to businesses seeking sites in close proximity to interstate highways for major freight transport. The City is also in close proximity to Port Canaveral, which is the second busiest cruise port in the world.
- Rich valuable history that can be seen in its Victorian homes, historic hotels and the historic Cocoa Village. The Village has year-round special events and a variety of restaurants and shops, many locally-owned and arts-based.
- Positive City government willing to annex surrounding properties and to create and implement economic development plans to rebound from problems that have plagued the City.

The weaknesses identified in the report included:

- Too many greyfield, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
- Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
- Lack of high tech employers, high-skilled jobs, professional offices, variety of restaurants and accommodation services in the City.
- Lack of quality affordable housing and diversity of housing choices for middle and upper income home buyers.

- Negative self-image and lack of an articulated and shared community vision of the City.

The report proposed a series of implementation strategies to build on strengths, mitigate weaknesses and capitalize assets for economic development. The report also identified the following goals and objectives representing key issues that should be addressed in this comprehensive plan.

- *Employment Opportunities*: The City should support and work with County and community leaders to meet the economic diversification needs of the community with emphasis on local job creation, business expansion and attraction of high-value-added commercial activity. The employment growth in the City will benefit other existing market sectors and will generate wealth within the community.
- *Business Expansion, Attraction and Retention*: The City, County and private leadership should work together to develop and implement economic development strategies that will establish a business environment that supports the operation, retention and expansion of existing Cocoa businesses, as well as the attraction and development of new commercial enterprises.
- *Coordination of Economic Diversification Efforts*: The City and County should coordinate the collaborative efforts between the public and community leadership. The efforts should be concentrated on developing industry clusters which will make the greatest contribution to job growth and wealth creation.
- *Streamlining Permitting and Regulatory Process*: The City should provide incentives such as expedited permitting to assist higher education institutions to expand when they are ready.
- *Economic Development Advisory Board*: To involve community stakeholders, the City should create an advisory board consisting of local community and business leaders.
- *Maintain Infrastructure for Supporting Economic Development*: The City should maintain adequate infrastructure for encouraging economic activities in the industrial and commercial sectors. The City should maintain or increase the current land use allocation percentages for industrial and commercial activities for the purposes of strengthening the revenue tax base of the City.
- *Increase Tourism*: The City should develop strategies to attract tourists by expanding recreational, entertainment, environmental, and cultural activities that are clean, family friendly, diverse, and unique.
- *Encourage Growth in Regional Industries with Supporting Activities*: The City should collaborate with the greater region to identify opportunities in the related service industries present in the region. The City should also encourage employment growth in high growth industries and small businesses through various programs and public/private partnerships.

In the last few years, economic development efforts by the City have accelerated, yielding very positive results for Cocoa. The Historic Cocoa Village is an example of successful downtown redevelopment and has become a destination for tourists and residents.

F. URBAN FORM

Urban form refers to the physical layout and design of a city. Characteristics such as urban density and intensity, block layout, street layout, streetscape, building placement/orientation and location define the urban form of a city. As the development standards change in terms of the above mentioned characteristics, the urban form also changes.

Incorporated in 1895, the City of Cocoa was a fairly compact city in the early 20th century. The compact form is visible in the older areas of Cocoa including the Cocoa downtown, the Historic Cocoa Village and downtown neighborhoods, which have narrow lots, are pedestrian oriented and include a mix of uses at higher densities. In the mid-20th century, the automobile began to dominate the development market. The development moved from the inner-city to the outskirts, and was characterized by low density and auto-dependent uses. Moreover, the development of railroad and major transportation improvements disrupted older commercial and residential neighborhoods. The result of this trend was the less efficient use of the infrastructure with no pressure for infill development. The urban form of the City changed from a dense compact form to a suburban sprawl form.

The City residents and past studies have identified the negative visual character of the major transportation corridors, the lack of overall identity of the City and the negative impact of the enclaves that detract from the City's aesthetics. The widening of US 1 in the 1950's by FDOT was one of the major reasons for the poor quality development along US 1, the loss of inner-city connectivity and the loss of businesses along the US 1 corridor in the City.

SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintened.

The City has two large enclaves along SR 501. These enclaves contribute to loss of inner city connectivity, land use conflicts and inefficient use of existing facilities and services. Additionally, the layout of some of the urbanized areas of the City is not very well organized or interconnected. These factors contribute to an image of disorder.

The City's goal is to create a physical planning framework to improve the quality of life and to ensure that new development shapes the City into a unique community that residents can identify with. A comprehensive urban design approach, citywide and on specific areas and corridors in the City, will be required to correct the disjointed nature of the past piecemeal development.

1. Vision Plan

A Vision Plan describes the kind of community that people who live and work in it want it to become over the next 10 to 20 years. It identifies what people value and want to preserve, what improvements are needed and how change should occur. A vision plan helps in creating a positive image and community identity, which is lacking in the City of Cocoa. A positive image helps to improve public relations. The awareness of the existing and desired image of an area can be the basis for a capital improvement plan and public policy formation. A positive image is important to a City government because it reflects on the excellence of service the government provides, attracts high quality business and well educated people.

The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City – improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision. The plan identified five redevelopment goals for the City:

- **Economic Function**: Strengthen downtown and core areas of Cocoa as a mixed-use center that will attract and serve the people of the region. Create a strong new industrial employment base.
- **Regional Context**: Strengthen the Cocoa area as a unique place within the County.
- **Community Role**: Strengthen Cocoa's contribution to the general well-being of the community.
- **General Environment Character**: Improve the physical image within the City.
- **Implementation**: Enable revitalization of the City to be a successful and on-going reality.

In addition to the Visions Plan, the City held a visioning public workshop in September 2007 to obtain public input on the issues facing the community. During the workshop, the citizens and city staff identified the following two major issues within the community:

- **Housing**: An abundance of affordable housing is located within the City. The balance of incomes has shifted to a very low income base compared to the County average.
- **Revitalization**: A serious concern was acknowledged about the visual appearance of the City and the overall identity. Economic and redevelopment efforts have been arduous because of the City's appearance and unfair perception.

Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.

The City will also plan to invite additional community input and to update the vision plan. While updating the master plan contained in the vision plan, the City will identify the character districts in the City and their interconnectivity. The several character districts within the City of Cocoa may include:

- **City Center**: Cocoa's downtown, the City center, is located on the east side of US 1. It can be characterized as a small village business area with one-story shops and restaurants. The downtown has an excellent collection of historic buildings, many of which have been renovated for adaptive reuse. The Historic Cocoa Village is the major attraction of the area.

- **Commercial Nodes**: Other than the downtown area, there are no well defined commercial nodes within the City. The Brevard Crossing RAC, located at the intersection of I-95 and SR 524, is intended to include a mixed-use activity center; however, development has not occurred to date.
- **Corridors**: SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.
- **Waterfront**: The City is located along the Indian River Lagoon. Existing land use along the Indian River is primarily medium-density residential with some commercial uses in the downtown area, most of which provide limited access to the waterfront.

2. Form-based Design Guidelines for Corridors

Design standards can be used to guide development toward creating a cohesive urban pattern of buildings and streetscapes. When the aesthetic appearance of a community is maintained or improved, a sense of pride develops for the residents, owners and merchants. The quality appearance of its commercial corridors can help the City competitively in the regional market.

The City has established form-based design standards for the Downtown Cocoa Redevelopment Area. The City is also partnering with the FDOT to widen U.S. 1 from four lanes to six lanes and to upgrade the aesthetics and design of the widening project by adding landscaping and gateway features. The City is coordinating with the Space Coast TPO and FDOT to improve the existing sidewalks and bike trails in the City.

The City should continue its efforts in the creation of a quality, safe and functional urban environment by establishing form-based design standards for the commercial corridors along SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519), the CRAs and the waterfront. These standards should implement the desired vision of each area.

3. Safe Community

A sense of security is one of the important characteristics of a great community. Research has shown the relationship between the environment and criminal behavior. There is a relationship between declining areas, areas of low property ownership and higher crime rates. The perception of a higher crime rate in an area results in disinvestment, a lack of maintenance and decline due to a fear of crime. In turn, the economic loss and fear escalate the opportunities for crime.

The opportunity and fear of crime can be deterred through good maintenance practices and the proper design and use of the environment. This concept is known as "Crime Prevention Through Environmental Design" or CPTED. The major premise of CPTED is that an environment can be designed to reduce the opportunities for crime and the fear of crime, without resorting to building fortresses. The primary principles of CPTED include the proper design and defined use of buildings and sites, reinforcement of territoriality and responsibility by residents, and the use of access control as well as natural surveillance.

Proactive deterrence of crime depends on a thoughtful understanding of how site and building design guide human behavior. At a neighborhood scale, defining the boundaries of the neighborhood and giving it a themed identity help to establish a known "territory" that

can be defended. Defining the appropriate behavior in public areas and designing the sites to support those behaviors will deter unwanted behaviors. Controlling access to a public space so that the area can be effectively monitored and help deter vandals. Providing visual access to public areas and pedestrian routes of travel are techniques that can be applied to deter crime. The City will consider incorporating CPTED principles in its land development code.

Table I - 1: Existing Land Use in Cocoa, 2009

Existing Land Use Categories	Max. Density/ Intensity Currently Allowed	ELUM	
		Acreage	%
Residential:		1,763.5	20.4%
Very Low Density	4 upa	178.9	2.1%
Low Density	7 upa	1,345.2	15.6%
Medium Density	15 upa	172.5	2.0%
High Density	25+ upa	67.0	0.8%
Commercial/Office	90% lot coverage/66' Height (90%/None CBD)	497.4	5.8%
Industrial	75% lot coverage/40' Height	675.1	7.8%
Public/Institutional	65% lot coverage/66' Height	625.9	7.2%
Open Space	NA	71.3	0.8%
Conservation	1 unit per 5 acres	497.4	5.8%
Vacant	NA	3,332.9	38.6%
Other (unclassified, ROW & Water)	NA	1,181.6	13.7%
GRAND TOTAL		**8645.2**	**100%**

Source: City of Cocoa GIS Department, 2009

Table I - 2: Structures Listed on the National Register of Historical Places

Resource Name	Address	City	Date Listed
Porcher House	434 Delannoy Ave	Cocoa	1986
Aladdin Theater	300 Brevard Avenue	Cocoa	1991

Source: City of Cocoa., 2009

Table I - 3: Population Forecast

Year	Shimberg	Permanent Population	Seasonal Population	Total Population	% Change
2010	17,851	21,570	1,096	22,666	
2015	18,018	24,741	1,257	25,998	14%
2020	18,124	29,173	1,482	30,656	18%
2025	18,151	34,992	1,778	36,770	20
2030	18,138	42,311	2,150	44,461	21%

Source: Land Design Innovations, Inc., August 2009

Table I - 4: Projected Land Use Demand, 2009 – 2020

Land Use Categories	Acres	Acres/1,000 population	Demand Based on 2009 Ratio	FLUM (2020)	Surplus/ (Deficiency) *
Population		**16,825**	**30,656**		
Residential:					
Very Low Density	179	11	326	841	515
Low Density	1,345	80	2,451	1,930	(521)
Medium Density	172	10	314	1,085	771
High Density	67	4	122	52	(70)
Mixed-Use	0	0	0	120	120
Regional Activity Center	0	0	0	270	270
Commercial/Office	497	30	906	1,150	244
Industrial*	675	40	1,230	1,245	15
Public/Institutional*	626	37	1,140	249	(891)
Recreation	71	4	130	109	(21)
Vacant	3,333	198	6,073	0	NA
TOTAL DEVELOPABLE	**6,966**	**414**	**12,693**	**7,053**	**433**
Conservation	497	30	906	342	(565)
Other (unclassified, ROW & Water)	1,182	70	2,153	1,251	(902)
TOTAL UNDEVELOPABLE	**1,679**	**100**	**3,059**	**1,593**	**(1,466)**
GRAND TOTAL	**8,645**	**514**	**15,752**	**8,646**	**(1,033)**

***** *Based on 2009 Ratio & 2020 Population*

Sources: City of Cocoa; Land Design Innovations, Inc., 2009

Table I - 5: Future Land Use Table

Future Land Use Categories	Maximum Density/Intensity	FLUM Acreage	Percent of Total Lands
Residential		3,909	45.2%
Very Low Density	4 upa	841	9.7%
Low Density	7 upa	1,930	22.3%
Medium Density	15 upa	1,085	12.6%
High Density	25 upa	52	0.6%
Mixed-Use	25 upa and 1.0 FAR	120	1.4%
Regional Activity Center	25 upa	270	3.1%
Neighborhood Commercial	15 upa and 0.75 FAR	284	3.3%
Commercial	1.0 FAR	867	10.0%
Industrial	1.5 FAR	1,245	14.4%
Public/Institutional	Compatible with adjacent land uses	249	2.9%
Recreation		109	1.3%
SUB-TOTAL		**7,053**	**81.6%**
Conservation	1 unit per 5 acres	342	4.0%
Other (ROW & Water)	Not Developable	1,251	14.5%
GRAND TOTAL		**8,645**	**100.0%**

Source: City of Cocoa and Land Design Innovations, Inc., 2009

Table I - 6: Land Use Comparison

Land Use Categories	2009 ELUM Acreage	2020 FLUM Acreage	2009 to 2020 Acreage Change
Residential:	1,763	3,909	2,145
Very Low Density	179	841	662
Low Density	1,345	1,930	585
Medium Density	172	1,085	913
High Density	67	52	(15)
Mixed-Use	0	120	120
Regional Activity Center	0	270	270
Commercial/Office	497	1,150	653
Industrial	675	1,245	570
Public/Institutional	626	249	(377)
Recreation/Open Space	71	109	38
Vacant	3,333	0	(3,333)
TOTAL DEVELOPABLE	**6,966**	**7,053**	**87**
Conservation	497	342	(156)
Other (unclassified, ROW & Water)	1,182	1,251	69
TOTAL UNDEVELOPABLE	**1,679**	**1,593**	**(86)**
GRAND TOTAL	**8,645**	**8,645**	0

Source: Brevard County Property Appraiser; City of Cocoa; Land Design Innovations, Inc., 2009

Table I - 7: Vacant Land Analysis

Future Land Use	Density/ Intensity	Vacant Developable Acreage	Use Split (Resid/ Non-Resid)	Density Factor	Potential for Residential Units
Residential		413			**3,197**
Very Low Density	4 upa	23	95/5	75%	64
Low Density	7 upa	188	95/5	75%	936
Medium Density	15 upa	202	90/10	80%	2,182
High Density	25 upa	1	90/10	85%	14
Mixed-Use	25 upa	16	50/50	85%	**170**
Regional Activity Center	***	0			0
Neighborhood Commercial	15 du/a	45	15/85	85%	**86**
Commercial		199			NA
Industrial		321			NA
Institutional		6			NA
Recreation		6			NA
Conservation	1 unit per 5 acres	0			NA
TOTAL		**1,006**			**3,453**

***** Acreage adjusted to exclude areas of potential environmental constraints (combination of wetlands, floodplains and wildlife habitats) and lands approved for development (approximately 689 acres).
****** Assumes that only a percentage of the acreage will be used for residential due to locational/density restrictions.
******* Approved Brevard Crossing RAC for 1,850,000 sq ft (Retail, Theater and Hotel).

2020 Total Population Projection	30,656
2000 persons per unit	2.04
Dwelling Units Needed by 2020	15,027
Units in 2000	8,064
Units Approved from 2000 to 2008	468
Total Existing Units in 2008	8,532
Approved Units	2,750
Potential for Residential Units	3,453
Total Projected Units in 2020	6,203

Total Units Needed by 2020*	**15,027**
Total Units Built by 2008	8,532
New units needed (2008 to 2020)	6,495
Vacant land holding capacity	6,203
	(292)

*** 2020 dwelling unit need calculated by dividing the 2020 projection (30,656) by the 2000 persons per unit factor (2.04)**

Source: Future Land Use Element, Land Design Innovations Inc., 2009

CITY OF COCOA
COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Oversized Maps

October 2010

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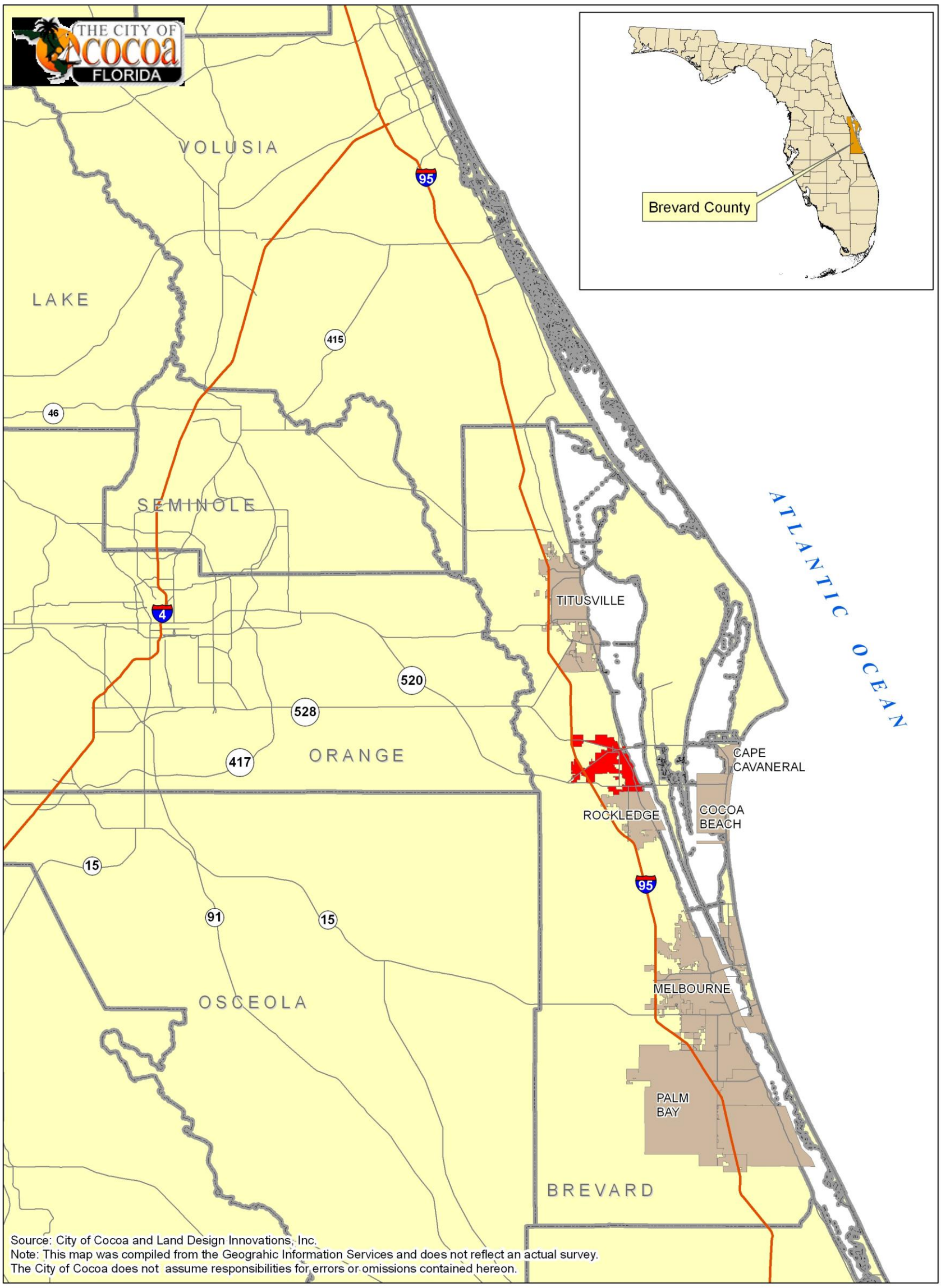
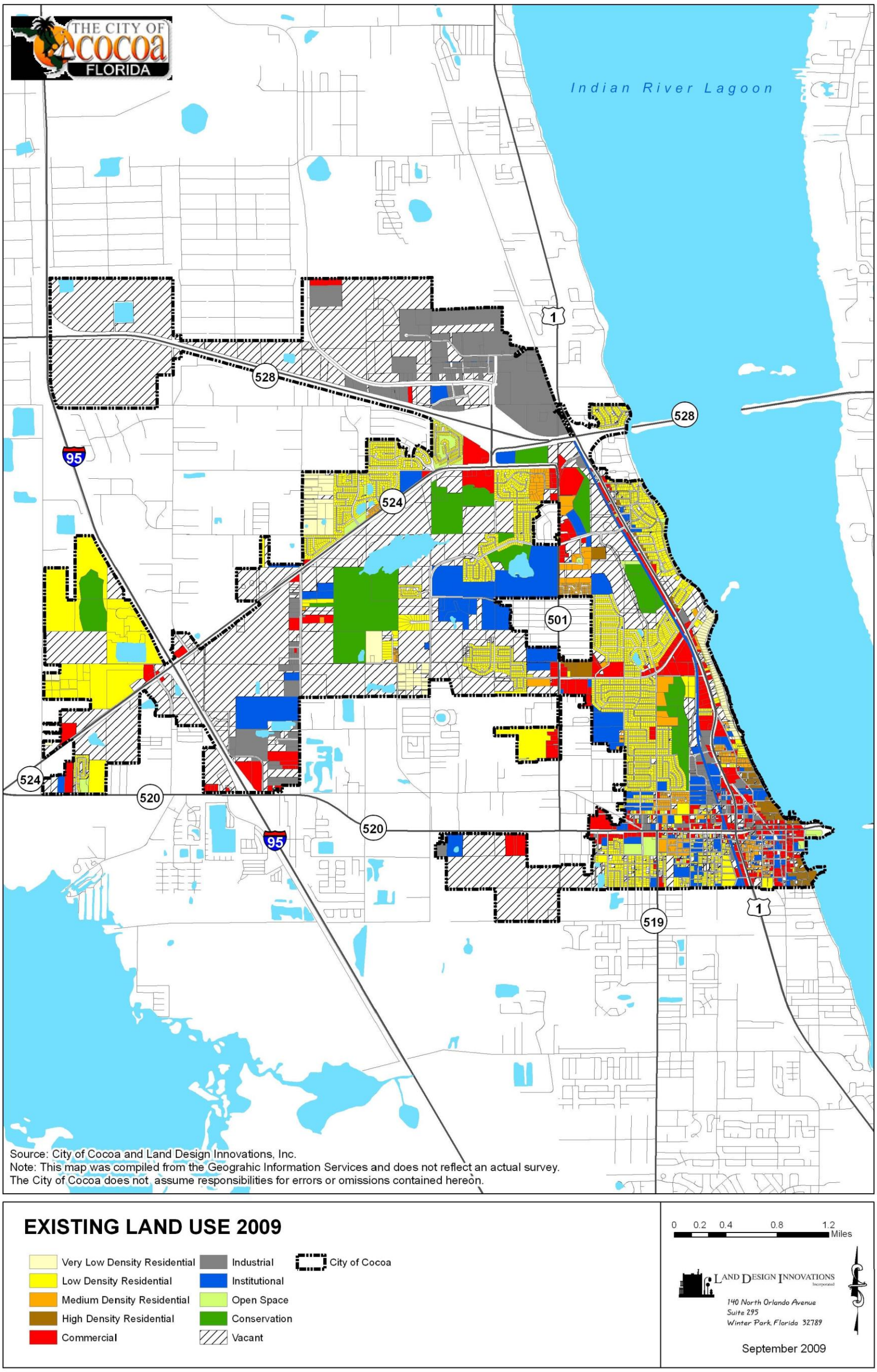
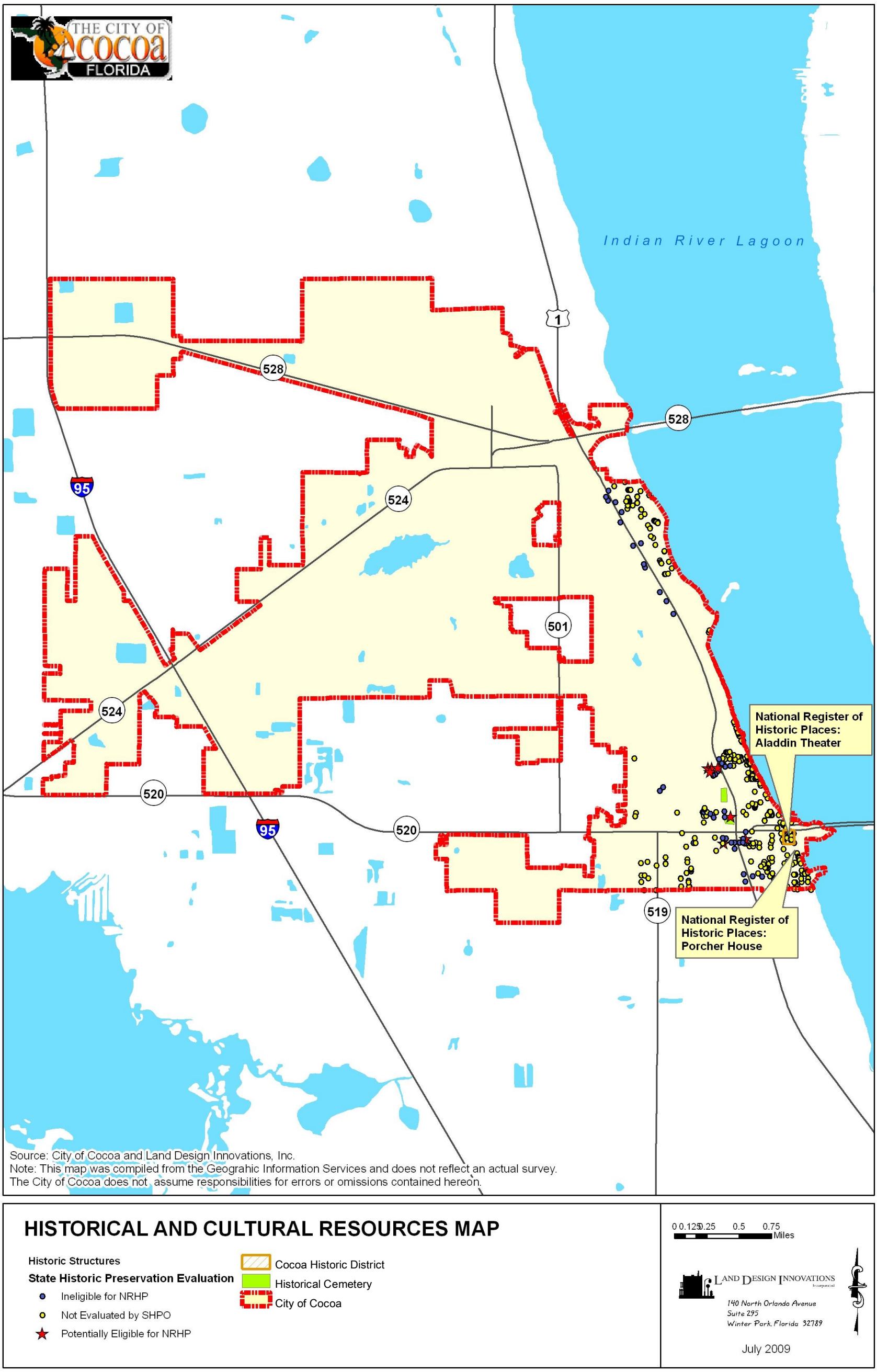


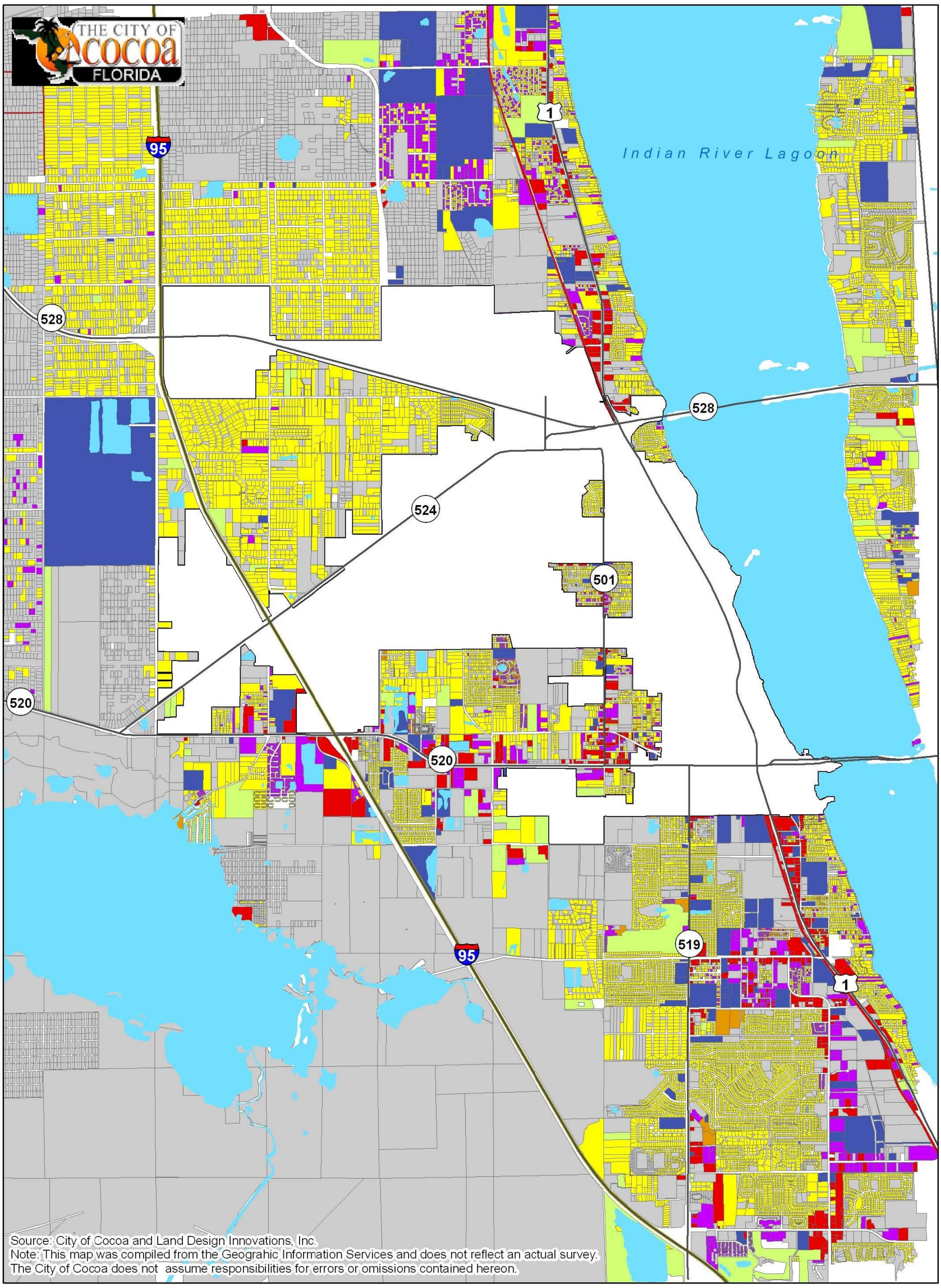
Map M-I-2: Existing Land Use Map



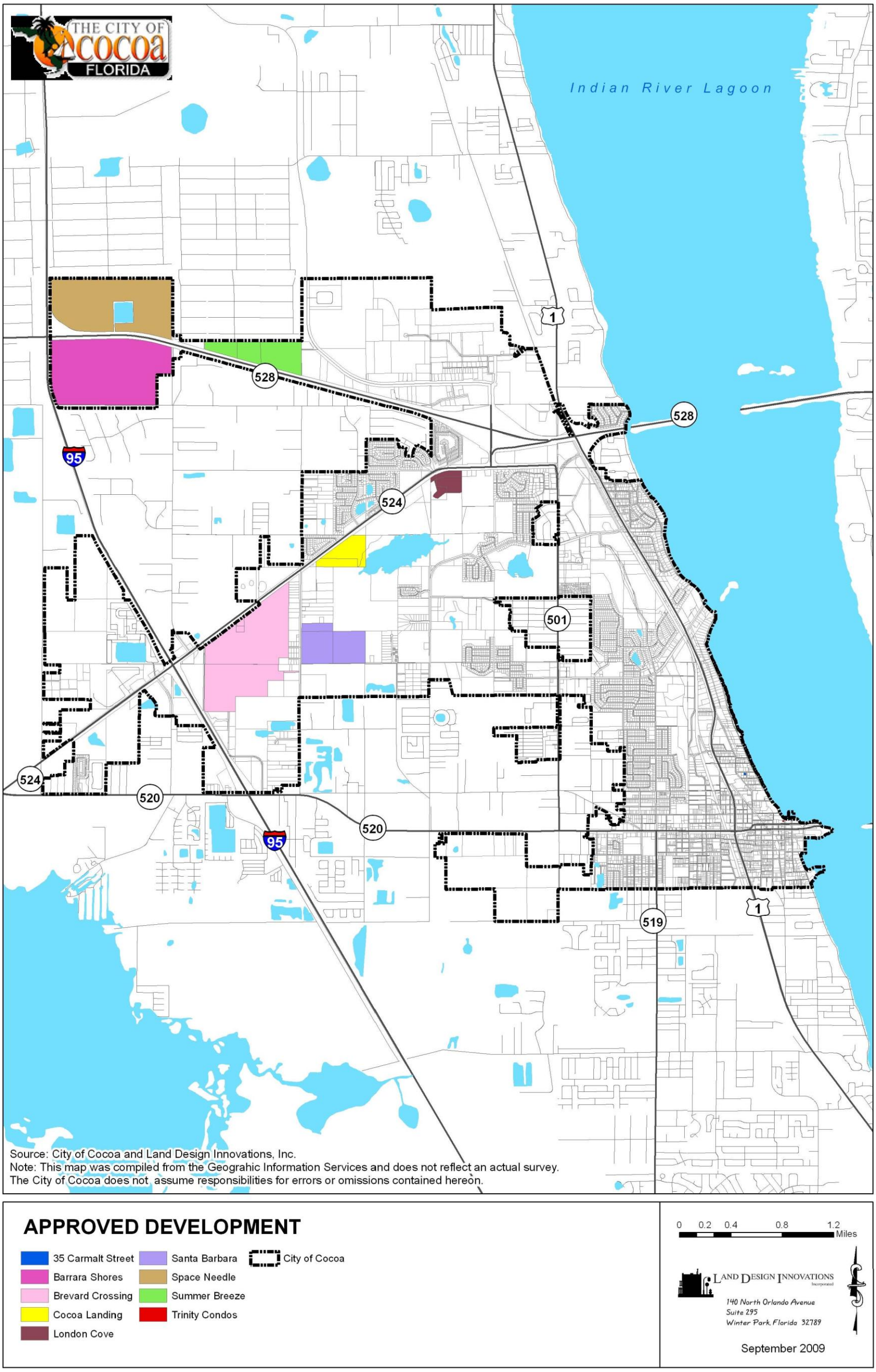
Map M-I-3: Historical Resources



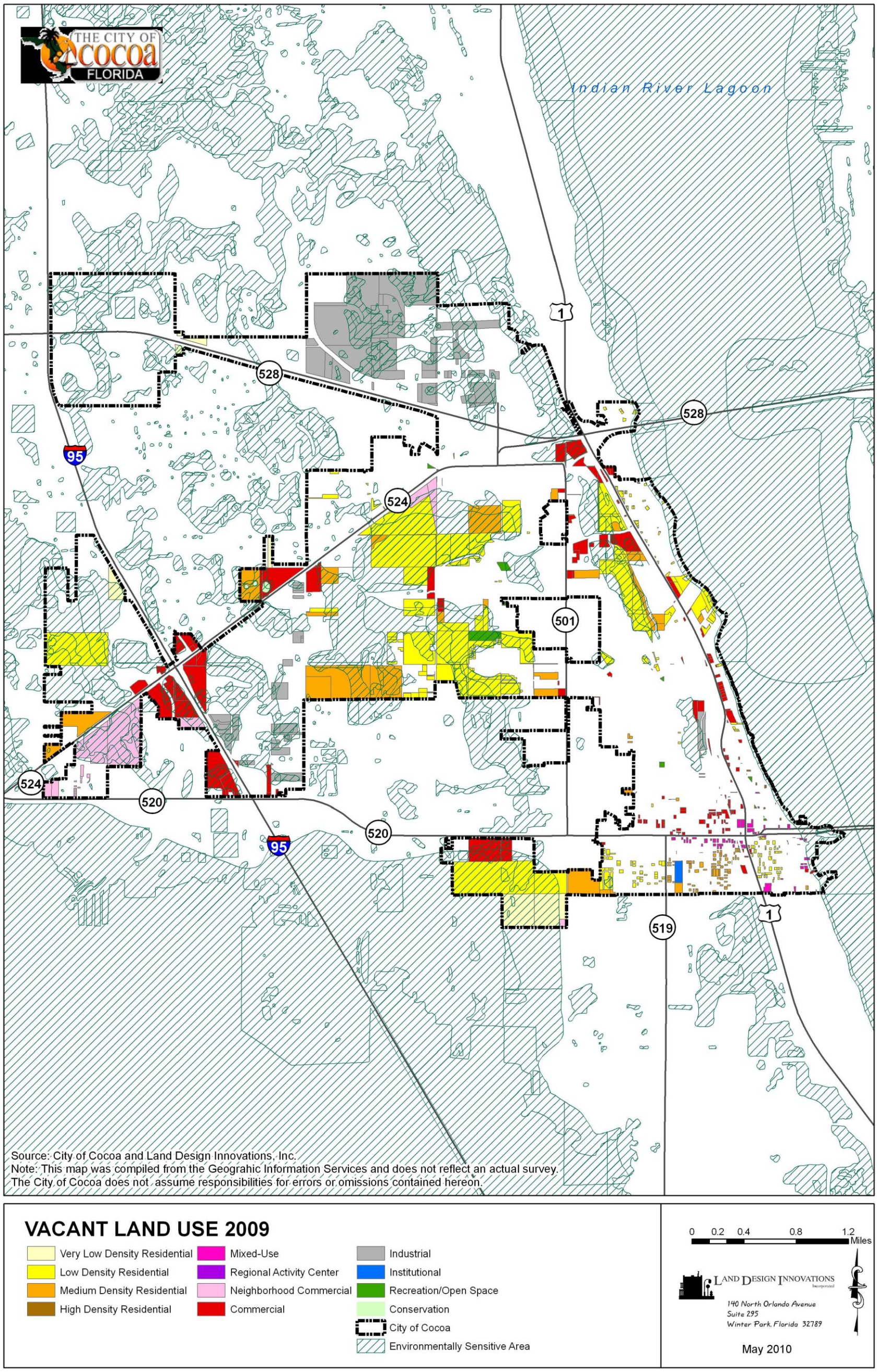
Map M-I-4: Existing Land Use Surrounding Cocoa



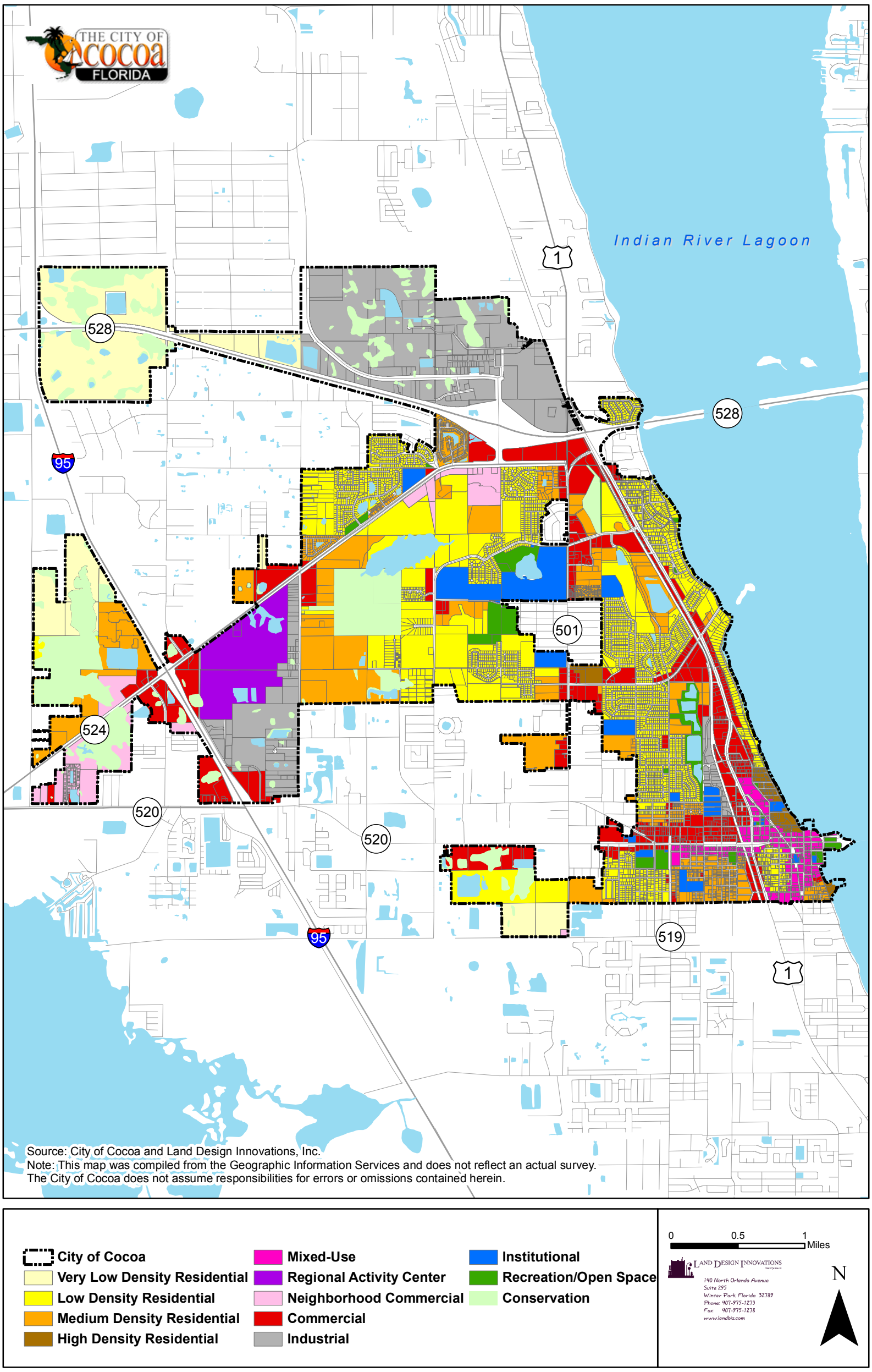
Map M-I-5: Approved Development



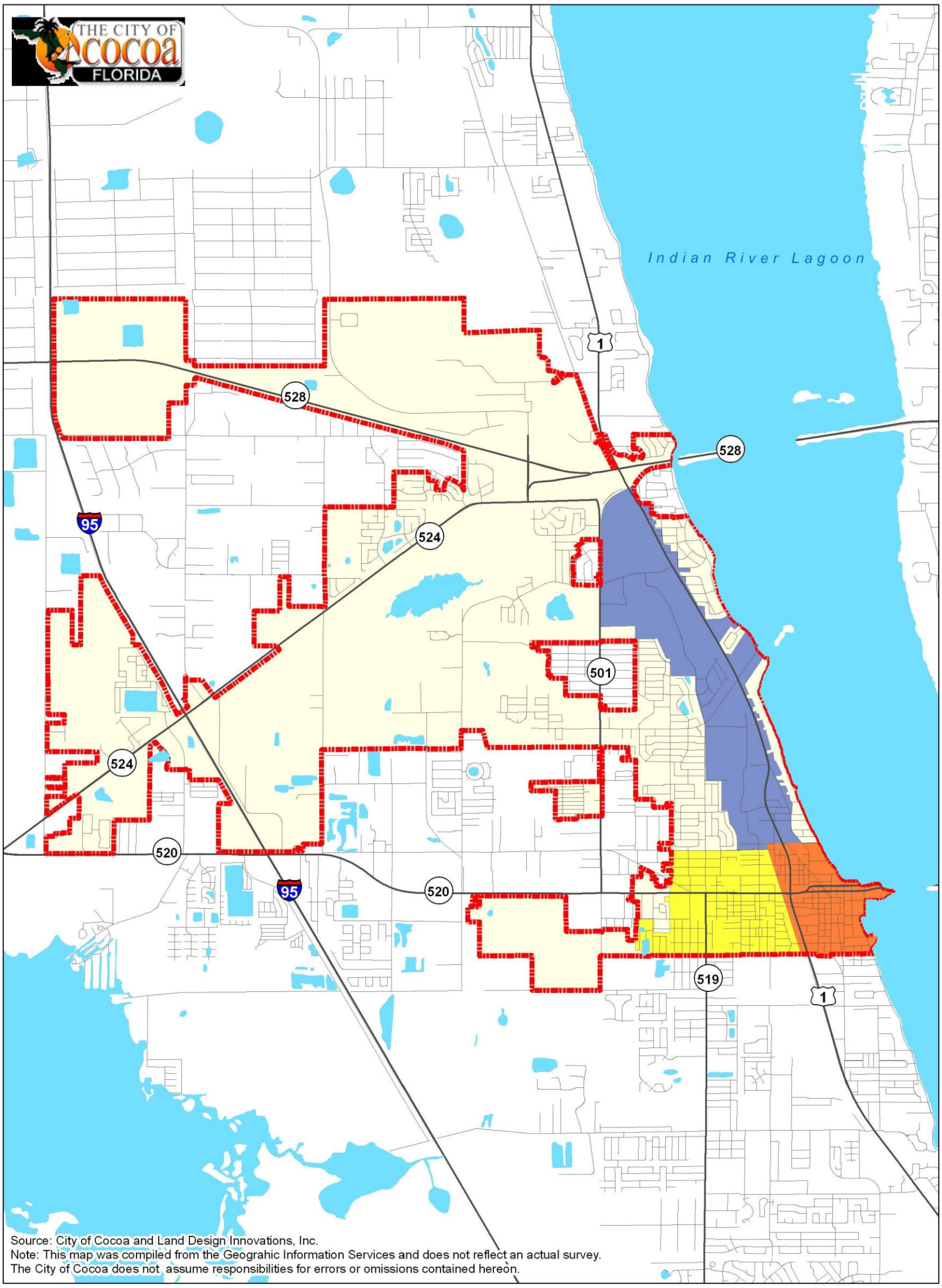
Map M-I-6: Vacant Land by Future Land Use Category



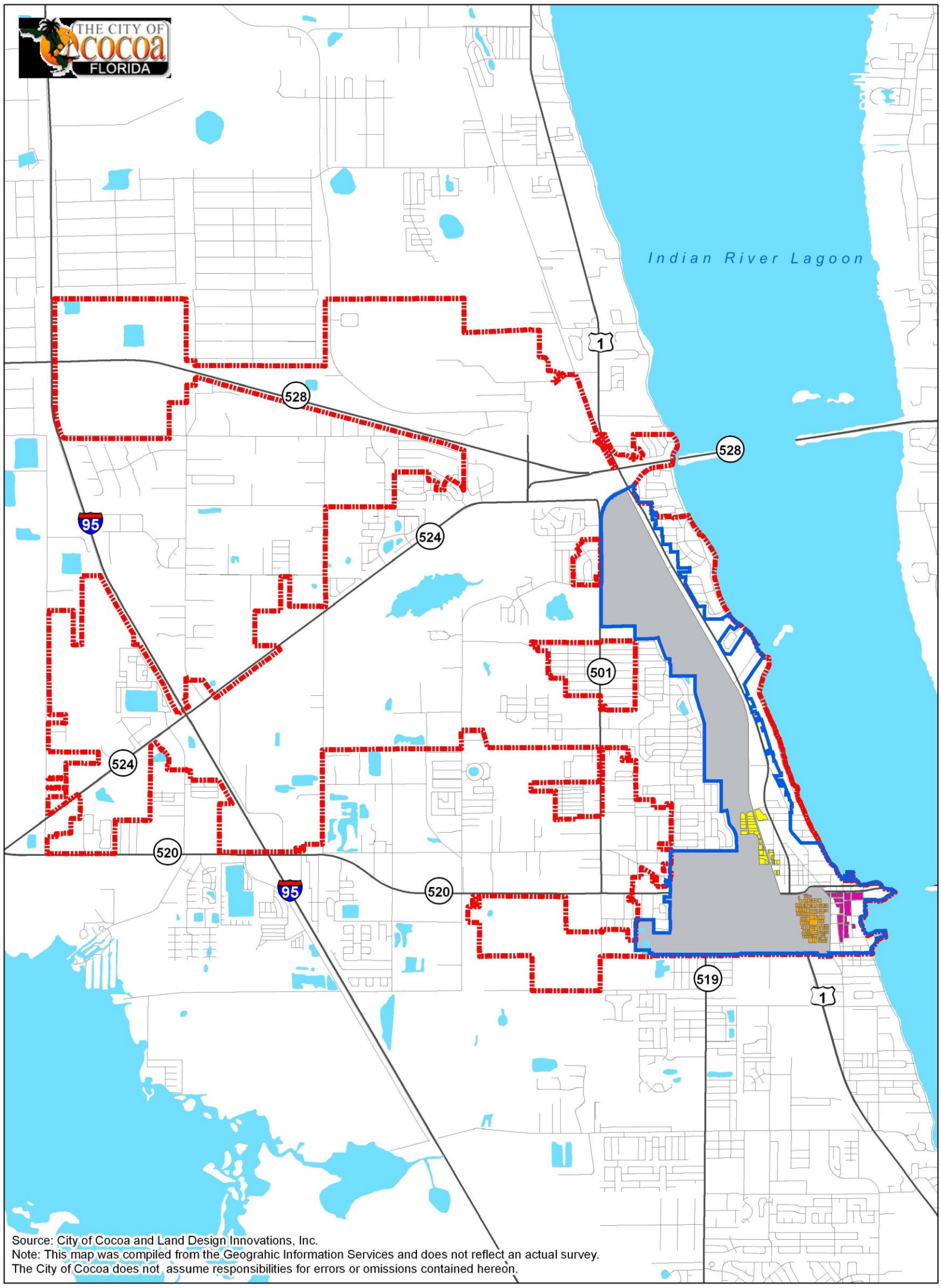
Map M-I-7: Future Land Use Map



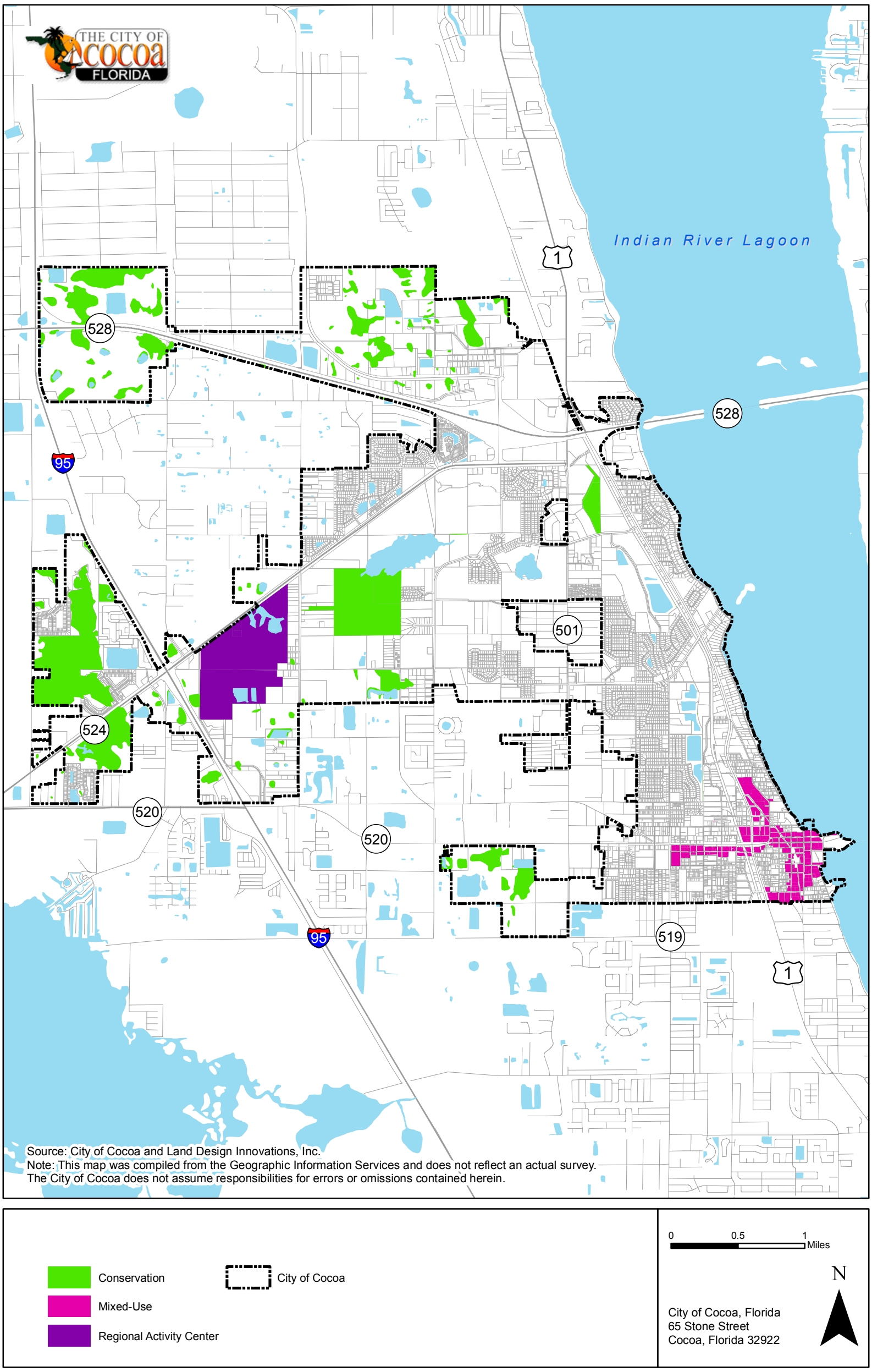
Map M-I-8: Community Redevelopment Areas



Map M-I-9: Enterprise Zones and Special Economic Development Districts



Map M-I-10: Energy Conservation Areas Map



2022 STRATEGIC PLAN

2022 PLANNING AND PRIORITIES DOCUMENT

Our community. Our future.

COCOA FLORIDA

SWOT ANALYSIS

STRENGTHS

- Regional Water Utility
- Cocoa Village
- Employee Knowledge
- Location
- Financial Status
- Culturally Diverse
- Abundance of Churches/Non-profits
- Educational Hub
- Tree City USA
- Centers for Distribution
- Dr. Joe Lee Smith Community Center
- Diamond Square Community

WEAKNESSES

- Cocoa's Image/Reputation
- Irregular City Boundaries
- Crime and the perception of crime
- Limited funding for improvements
- Limited control over our parks
- Affordable business space for entrepreneurs
- Incentives for city employees living in the City
- Representative of the population
- Sustainability

OPPORTUNITIES

- Cocoa Village
- Use of City Facilities and Amenities
- Annexations
- Expansion of Water/Wastewater utilities
- Industrial areas
- Brightline Station
- Cocoa's Image/Reputation
- Tradeschools and partnership with STEM and CTE programs
- Diamond Square Community
- Eco tourism
- Grant Eligibility
- More connected pathways
- Low-impact development
- Have a culturally and ethnically diverse workforce
- Building/residential development
- Vacant commercial property
- Citizen participation/engagement

THREATS

- Competition for municipal employees
- Cocoa's Image/Reputation
- Unmanaged growth
- Homelessness
- Lack of Attainable workforce housing
- Lack of civic engagement
- Lack of service and healthcare businesses
- Health of the lagoon
- Climate change (storm surge, heat events, sea level rise)

OUR MISSION

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.

OUR 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.

OUR 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 local 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.

PUBLIC SAFETY/COMMUNITY STANDARDS

Provide effective and efficient public safety services that remains proactive and allows for enhanced community relations and preparedness.

The City of Cocoa's commitment to be a safe and inclusive community can be seen in its efforts to implement proactive, community-based solutions to build strong partnerships, engage its residents and focus on our youth. This past year the City of Cocoa welcomed a new Police Chief, Evander Collier IV. His focus was on getting out in the community and forming partnerships between our police officers and our residents. Chief Collier held several community walks where he and the team were seen walking the streets of Cocoa to meet residents and learn first hand their concerns. This past year, we saw a reducation in overall crime from the previous year and through these community based, data driven efforts, the Cocoa Police Department is better prepared to respond to crime trends and emerging social problems.

Through this unimaginable few years of a global pandemic, the public safety team has become better prepared to respond in times of disaster with training and enhancements to disaster preparedness intiatives. The Fire Department has been enhancing training and response efforts as well.

These proactive, community-based solutions are helping enhance public safety and improve the overall quality of life for the Cocoa community.

Broad-based initiatives to achieve the priority area of public safety and community standards include:

- **Implement proactive, community-based solutions to build strong community relations.**
- **Proactively and consistently respond to shifting crime trends and emerging social problems.**
- **Attract and retain a skilled community-oriented and diverse sworn and civilian workforce.**
- **Ensure training and readiness of Public Safety employees.**
- **Enhance community disaster preparedness intiatives.**
- **Enhance community standard efforts while continuing to strive for voluntary compliance.**

INVESTMENT IN PUBLIC INFRASTRUCTURE

Ensure safe and efficient public infrastructure that drives growth and development in an environmentally responsible manner.

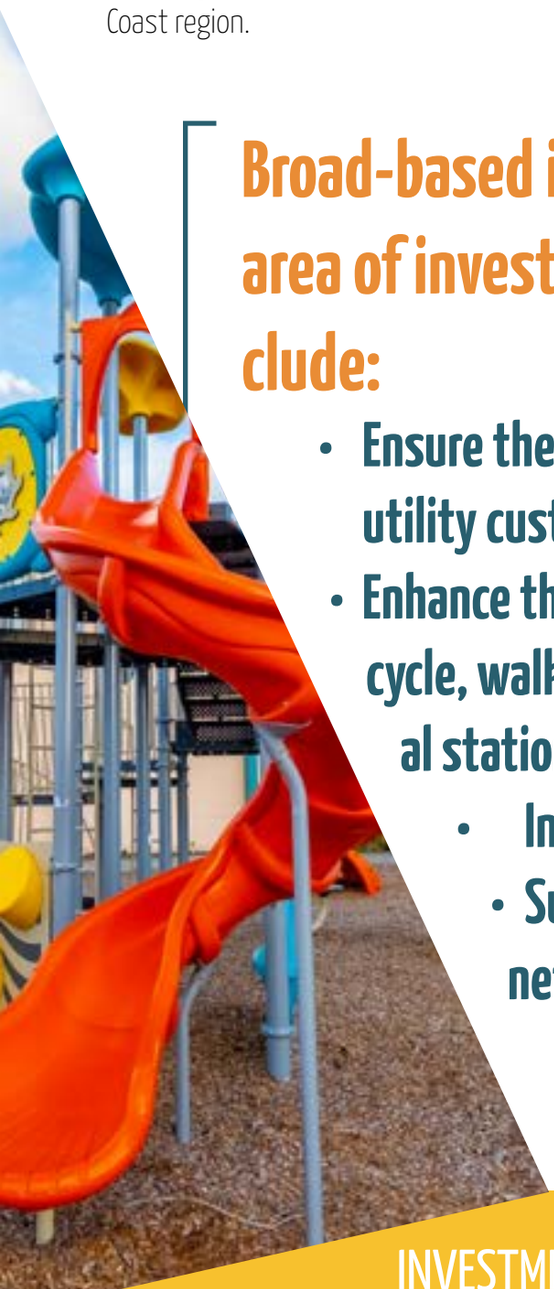
Cocoa is a unique and diverse community centrally located in the heart of the Space Coast region, along the Indian River in Brevard County. With one of the largest regional water utility systems in the state, Cocoa Water Utility provides customers with safe, clean drinking water. Enhancements were made to the Dyal Water Treatment facility to allow the system to continue to expand and remain resilient for years to come.

Brightline continues to construct it's high speed rail from Miami to Orlando through the Cocoa community. The City of Cocoa is working to bring a multi-modal station to the Cocoa community to allow our residents and the entire Space Coast region to take advantage of this enhanced public transportation service in our region. The City continually strives to enhance other transportation networks as well including annual upgrades to streets and sidewalks to ensure safe modes of transportation for our community.

A focus for the City Council this past year was to enhance and support a safe, accessible and well-maintained network of community parks. A number of improvements are planned to enhance playing fields, facilities, and safety to allow for increased use of our parks.

The City also invested in parking for the downtown business district. Property was purchased to allow for additional parking while additional on-street parking was also configured. This is an on-going commitment as the downtown continues to grow.

Investing in our infrastructure continues to drive growth and development and make Cocoa a leader in the Space Coast region.



Broad-based initiatives to achieve the priority area of investment in public infrastructure include:

- Ensure the delivery of safe, clean drinking water to all utility customers.
- Enhance the City's transportation networks. (Train, bicycle, walk, drive, public transit, Brightline Multi-modal station)
- Invest in environmental stewardship.
- Support a safe, accessible, well-maintained network of parks, facilities and greenspace.
- Continue to expand parking options in Cocoa Village.

ECONOMIC/COMMUNITY DEVELOPMENT

Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast.

Cocoa is a unique and diverse community situated in the heart of the Space Coast. Serving as a gateway to Brevard's beautiful beaches, Cocoa is minutes to Central Florida's many amenities and attractions such as Port Canaveral's cruise port, Kennedy Space Center, the Brevard Zoo, historical downtown districts, and Orlando area attractions. The City of Cocoa is emerging as a competitive and innovative regional hub with an array of available land, a central location close to major highways, and commitment to invest in development.

This past year, the City paved a pathway for faster permitting with development of online permitting. This new program makes it easier for residents and businesses to obtain permits.

This past year major investments in the City of Cocoa came from large organization such as Amazon and the expansion of the WalMart Distribution Center to include Sam's Club. The City's new Upstart program helped two new business owners get started with and expand their business in the Cocoa community.

The City is seeing economic growth through the investment in public infrastructure, incentives to foster continued development, and investment in targeted marketing and data collection efforts. The City also supports local job readiness training and continuing education programs to foster a prepared market of employees for the growing business community.

A surge in residential developments and investment in local residential programs help to ensure a diverse variety of housing options for our growing community. With all of this investment and growth, Cocoa is building a stronger, more competitive community poised for economic success.

Broad-based initiatives to achieve the priority area of economic and community development include:

- Enable growth through enhanced and modernized infrastructure.
- Maintain and attract new industry, jobs and investment through targeted marketing efforts, data collection and maintenace.
- Support education, training and job readiness programs.
- Improve residential development and rehabilitation programs to ensure a diversity of housing options.

147 New Businesses Started in Cocoa in 2021
106 Brick and Mortar businesses and 41 Home-based businesses

325 New Employees
from the 147 new businesses

Cocoa saw a 31% increase in New Businesses in 2021
over fiscal year 2020

COMMUNITY OUTREACH & ENGAGEMENT

Engage residents, business owners and visitors to participate in and be informed about their community.

Community input and involvement is paramount to good governance. The City of Cocoa has increased efforts over the last year to reach residents, business owners and visitors with community information. An enhanced website that is more user friendly and drives valuable community content was launched at the beginning of the fiscal year. The site contains easily accesible information that is important to our community including a calendar of events, emergency alerts, videos, the latest news, and more.

To make community information even more accessible, the City launched a new and improved mobile app. This app features easy access to City information at anytime. Features include a calendar of events that can be synced to your mobile device calendar, push notifications, alerts, report a conern and more.

The City's Leisure Services division was host to hundreds of special events at City facilities throughout the year and put on a number of free community events including celebrations for July4th, Juneteenth, Memorial Day, movies in the park and more. These events attract hundreds of thousands of attendees, increasing the economic vitality of the Cocoa community.

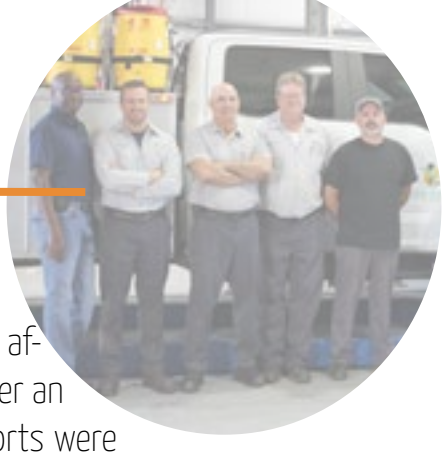
The Cocoa Citizens Academy continues to build a strong and diverse base of community volunteers. Citizens and business owners apply to participate in this fantastic opportunity to learn more about the City of Cocoa, how their local government operates, and how they can become more involved. Participants visit with each City department, meet employees, and learn about how that department provides services to the community. This program has developed a number of dedicated community volunteers that are better equipped to assist in making their community better.

Reaching our residents, business owners and visitors is vital to cultivating a vibrant and dynamic community and there are many opportunities for engagement and participation in the Cocoa community.

Broad-based initiatives to achieve the priority area of community outreach and engagement include:

- Continue to find new ways to communicate and reach the entire community with the latest news and information.
- Engage residents in volunteer boards and committees through community outreach programs.
- Ensure branding standards are maintained.
- Encourage a diverse array of special events at city facilities attracting a diverse audience.

ORGANIZATIONAL EFFECTIVENESS



Drive efficiency with impact focused workflow and attraction and development of a qualified workforce.

The past year, the City of Cocoa focused on recovery efforts after a pandemic affected not only our community but the entire world. The City was able to deliver an excellent level of effective and efficient public services to the community. Efforts were focused this past year on maintaining a qualified and driven workforce by ensuring competitive wages.

Efforts will now focus on attracting and supporting a qualified and capable workforce that is reflective of the Cocoa community and leveraging the latest in technology to continue to deliver the best public services. This will include enhancing and analyzing workflow processes to ensure a high standard of service.

This past year the City also received awards for it's budget and financial documents and received a glowing annual financial report with no audit comments. This solidifies the work of Council and staff to ensure the City is financially stable and ready for continued growth opportunities and to maintain long-term fiscal sustainability.

A dedicated and capable workforce that is impact focused and efficient is the base for delivering professional, responsive, innovative, dedicated and exceptional public services to the Cocoa community.

Broad-based initiatives to achieve the priority area of organizational effectiveness include:

- Enhance efforts to attract, develop and support a qualified and capable workforce reflective of the community.
- Leverage the latest technology to deliver efficient and effective public services to the community.
- Improve organization efficiency and effectiveness by analyzing workflow processes.
- Maintain the City's long-term fiscal sustainability.

Stay Connected with the online dashboard

Stay connected and see all of the intiatives and projects of the City of Cocoa's priority planning at our online dashboard, www.CocoaFL.gov/priorities.

COCOA CRA MASTER PLAN UPDATE

Acknowledgements

Cocoa Community Redevelopment Board

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Infrastructure Solutions Services (2018 Waterfront Update)

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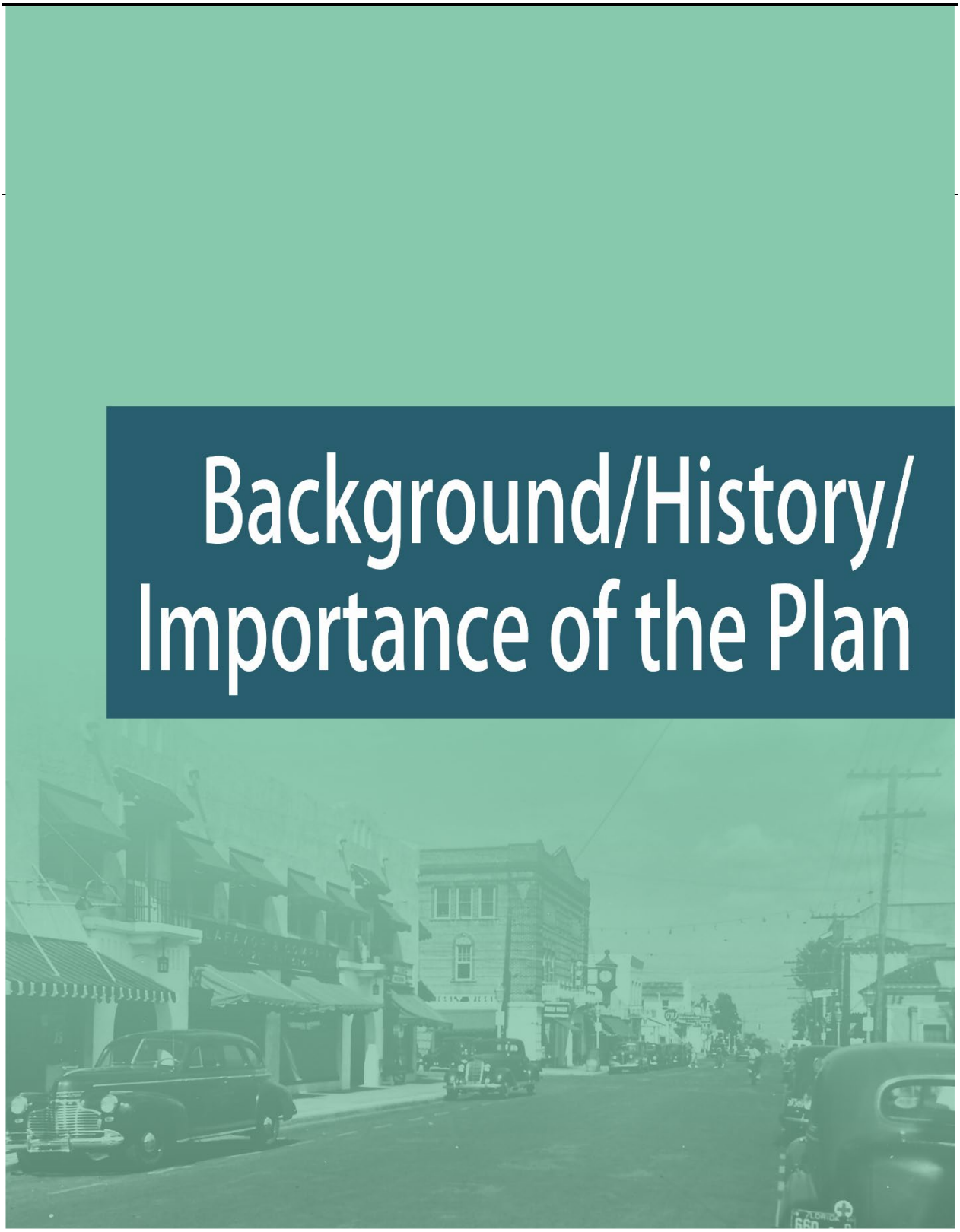
PART I



Introduction to the Cocoa CRA Plan

This document represents the 2018 update of the Cocoa Community Redevelopment Agency's Redevelopment Plan. The Plan was originally completed and adopted in 1981 and updated in 1997. The Cocoa Community Redevelopment Agency (hereinafter referred to as the "Agency," "CRA Agency" or "CRA") was created in 1980 to guide the City in its redevelopment efforts of the City's downtown and surrounding area. The primary purpose of the Agency is to revitalize the physical and economic environment of the Community Redevelopment Area by promoting and implementing redevelopment activities that mitigate against slum and blight within the redevelopment area. The creation of the Agency allowed the Agency to utilize a financing mechanism known as Tax Increment Financing authorized by Florida Statutes upon the adoption a Redevelopment Plan to guide the sound use of these funds for redevelopment activities within the redevelopment area. The Agency's redevelopment plan, as amended over the years, has guided the expenditure of the tax increment financing monies in the redevelopment area since 1981.

By 1996, the original CRA Redevelopment Plan no longer reflected existing conditions. Plan modifications were needed for the Agency to undertake new projects due to the changing conditions within the redevelopment area and City, and the Agency's desire to undertake a variety of new programs not anticipated at the time of the original redevelopment plan was adopted. This 2018 update to the Redevelopment Plan provides the framework for programming a new series of redevelopment activities within the CRA. Since it is not possible or practical for the Community Redevelopment Agency to fund and implement all redevelopment projects in the redevelopment area, the plan sets forth a series of goals, policies and objectives, implementation steps and specific proposed projects intended to leverage or stimulate the type of public interest and private investment necessary to achieve revitalization and removal of slum and blight within the redevelopment area.

Redevelopment best practices recommend a Redevelopment Plan be evaluated and updated periodically. Plan revisions should reflect existing and changing conditions of the community redevelopment area and update to projects and reprioritization of projects. The plan, as warranted and consistent with statutory authority, may also be updated to extend the timeframe of the CRA to implement redevelopment activities, programs, and projects. This plan amendment will extend the timeframe of the CRA from 2027 to 2041 in order to afford the Agency adequate time to implement the Redevelopment Plan.

The extended time period is required, in part, because the Agency funds the implementation of the Redevelopment Plan using tax increment financing, which is dependent on increasing property values within the redevelopment area. The Great Recession and Hurricane Irma negatively impacted the redevelopment area. Since the Great Recession and Hurricane Irma, there has been a renewed interest in developing key vacant parcels within the redevelopment area by the private sector and such projects are now more viable. Additionally, the destruction caused by Hurricane Irma to public infrastructure has made it necessary to for the City and the Agency to redevelop public properties and infrastructure. The CRA believes extending the timeframe will allow the City to capitalize on the potential future increase in TIF money for purposes of supporting the public infrastructure needs of the redevelopment area and the renewed interest in redeveloping various private properties within the redevelopment area.

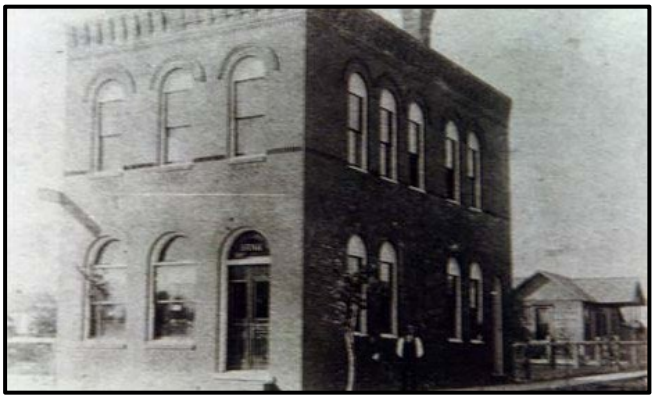
History of the Cocoa CRA

The City of Cocoa is a coastal community located on the western shore of the Indian River in Brevard County. The City is bordered by the City of Rockledge to the south, the Indian River on the east and unincorporated Brevard County on the north and west. Cocoa was settled in the 1860s and was known as Scrub City, Magnolia Point. Initially platted as Indian River City in 1882, Cocoa started as an agricultural area with over 20,000 citrus trees. Farmers in the area commonly produced oranges, lemons, pineapples, bananas and cane syrup. The introduction of the steamship transformed logistics and attracted related businesses such as ice plants, packing houses, and canneries. Cocoa expanded as an agricultural production hub and incorporated as a city in 1895. Henry Flagler's Florida East Coast Railway, which arrived in Cocoa in 1896, quickly replaced the steamboat as the primary mode of transport in the region. Cocoa's prosperity was evidenced by the diversity of stores, nice houses, wide sidewalks and a number of schools in the downtown core by 1905. An African-American community was formed on the west side of Florida Avenue and the railroad (known as The Heart of Cocoa) because of the area's proximity to citrus fields. Several black-owned businesses and two churches were established, serving the Heart of Cocoa residents.

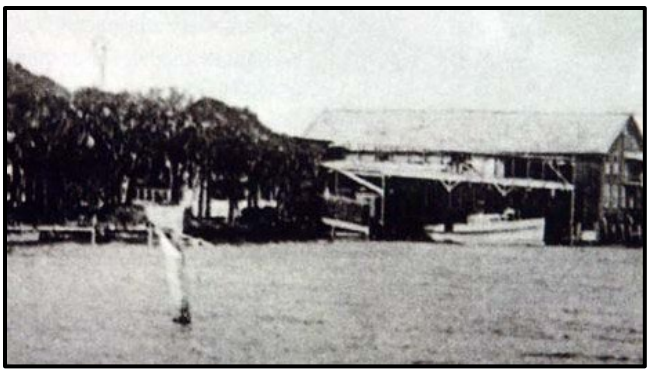
Behind all this prosperity was the city's original livelihood: citrus. Like elsewhere in the state, growers were affected by the freezes of 1894 and 1895 but they were able to bounce back to previous levels of production by the 1910s. The industry in Cocoa was so healthy that the city became the headquarters of the Florida Citrus Exchange – a prominent cooperative for the packing, shipping and marketing of local citrus. Packing houses and associated businesses lined the Indian River riverfront, and by the 1920s, Cocoa had the fifth largest number of packing houses in the state. It also had a large Orange Festival, which consisted of three days of activities, races on Cocoa Beach, and a ball at the New Indian River Hotel.

Despite the utility of the Indian River to the citrus industry, it was also a barrier to reaching Merritt Island and the Atlantic. Private boats and yacht service were the only ways to cross the river. By 1917, a 5,840 foot-long bridge spanned the River with a draw bridge that would still allow for boating activities. Once linked to Merritt Island, Cocoa residents were eager to build a road all the way to the beach, which was completed in 1923.

The building of the bridge and the beach road coincided neatly with the Florida's land boom of the 1920s. Because Cocoa had been "opened up" by railroad in the 1890s, it benefitted from a surge of building activity. Commercial development was concentrated around the riverfront, and the main streets of town were Brevard and Delannoy Avenues, Willard and Magnolia (now Stone) Streets, and King Street which provided direct access to the city's dock. Most of the growth was concentrated naturally because of access to the railroad and wharves; residential development occurred along the fringes of the commercial core.



In addition to the development of downtown, Cocoa became a real estate center – developing drained lands further west. Located between the St. Johns River and the railroad, the Cocoa Drainage District was created in the 1920s. The draining of these lands was possible through better technology and greater real estate pressures, but it was also enabled by the growing accessibility of owning a car. In Brevard County in 1920, there were only 749 registered cars; by 1927 there were about 6,000. This began to change the landscape in seemingly small ways at first, such as the cropping up of tourist "auto camps" and filling stations downtown.



By 1940, the population of Cocoa was 3,014 people. King Street was extended west from US 1, and Fiske Boulevard extended from Poinsett Drive (Rosa L. Jones Boulevard). More prevalent car ownership and development of areas north of the city led to Cocoa residents living outside of the downtown core and returning for work, shopping, and recreation.

In the 1950's, everything changed for Cocoa and Brevard County with the coming of the Space Program. This massive development of technology on Cape Canaveral brought thousands of skilled jobs to the area. Facilities and infrastructure were built quickly in order to meet the housing demand, without a great deal of planning. While economically, the Space program was a great boon for the county at first, the influx of so many people in a short period of time also disturbed the tight communities that had grown organically over the previous decades. Cocoa grew from 3,538 people in 1950 to 12,294 in 1960. Roads were widened to facilitate movement to and from Cape Canaveral. The car began to dominate land use planning and development and traditional industries like citrus and downtown populations declined.

The 1970's saw the reduction of funding for the Space program. A significant number of jobs were eliminated, negatively impacting the regional and local economy. The City of Cocoa was faced with high unemployment and crime by the 1980's. In response, the County sought to diversify its economy and reinvigorate its tourism market.

With the close of the Cold War and later with the end of the Space Shuttle program, the effect on Cocoa and Brevard was acute: funding for the space program decreased, jobs at Kennedy Space Center were cut, and the area was left with a landscape that was hastily constructed and designed for getting people to the coast as fast as possible.

Despite this, the City of Cocoa in some instances and especially as it relates to its downtown, fared better than others in the County. Cocoa's downtown, known as Cocoa Village, benefits from the preservation of its historic core and a relatively healthy downtown. While a handful of the these streets are doing well commercially, and the waterfront has experienced several condominium developments, the historic connection of the village to the Indian River is lacking, and many people's view of Cocoa Village is seen at 50 mph on their way to Merritt Island and Cocoa Beach.

The Great Recession set back the City and the Cocoa CRA with a significant drop in property values and a dysfunctional real estate market, non-conducive for redevelopment. Projects planned and approved were mothballed, and by the time the City began to experience the recovery around 2014, later than

surrounding jurisdictions in the County, most projects were abandoned. As redevelopment and interest in Cocoa Village was increasing, Hurricane Irma presented another challenge in September 2017, as the entire waterfront infrastructure was decimated and several streets experienced flooding. However, with these challenges the Cocoa CRA has opportunity to validate and refine its vision for the waterfront, the historic business district, and the surrounding neighborhoods.

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.

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:

(1) 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

(2) 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.

The Cocoa CRA Area Boundary

The Cocoa Redevelopment Agency was established for carrying out redevelopment activities for the area defined as the Redevelopment Area in the Resolution dated April 14, 1981, which area is described as:

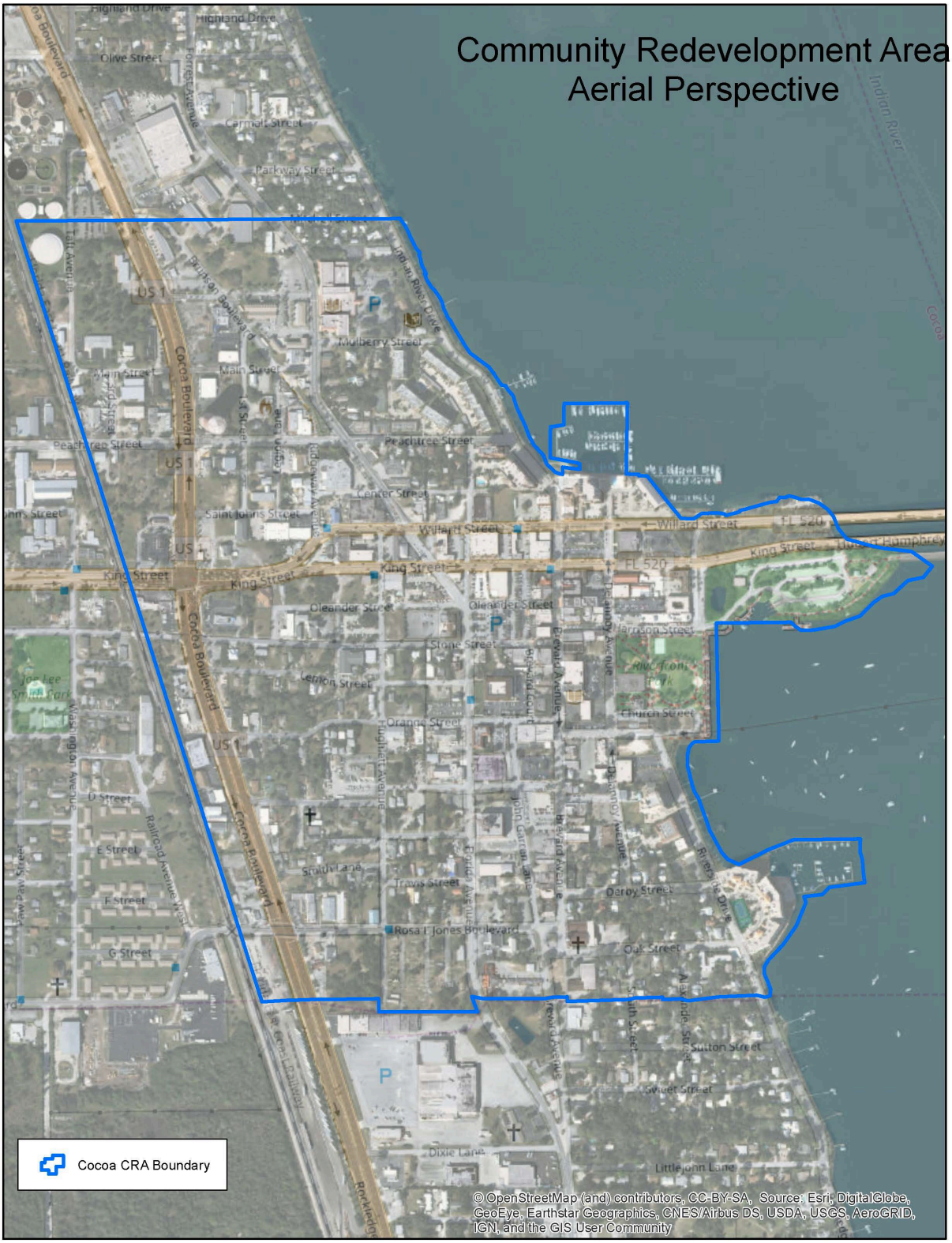
South: A straight line extending along the southern boundary of the City of Cocoa between the east and west boundaries cited herein;

East: The center line of the channel of the Indian River between the South and North boundaries cited herein;

West: The eastern edge of the Florida East Coast right-of-way between the South and North boundaries cited herein;

North: A straight line extending along the northern edge of the right-of-way of Mitchell Street between the East and West boundaries cited herein.

Cocoa CRA Area Location Map



The Cocoa CRA Area Description

The redevelopment area in Cocoa comprises of 248 ± acres or .45 square miles. The redevelopment area is only 2% of the total area of the corporate city limits (8,960 acres or 14 square miles). The CRA area contains of mix of land uses and buildings. Within the area is an estimated residential population of 1,089, the City's population is estimated to be 19,286 (2018 BEBR), representing 6% of the total population of Cocoa.

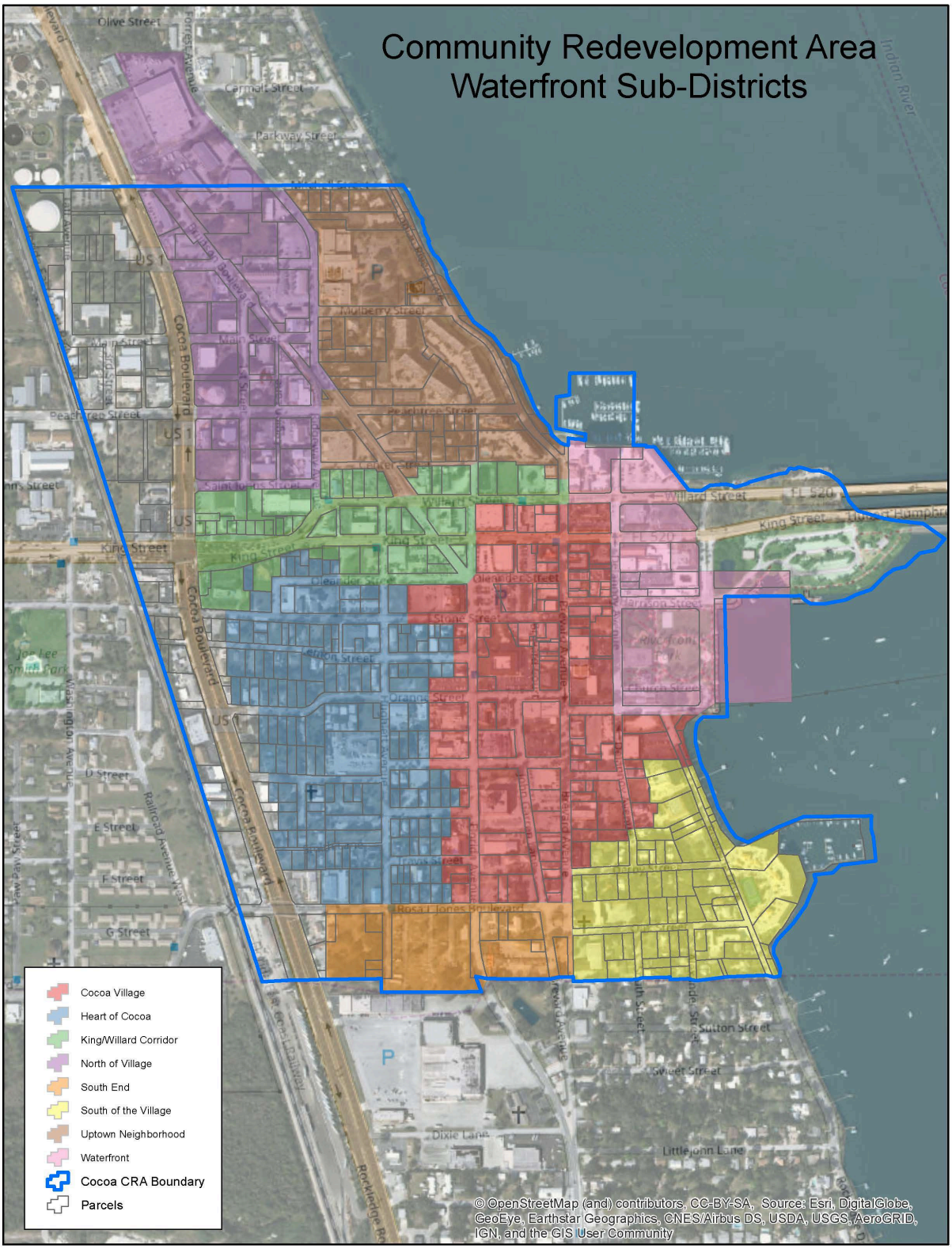
Of the 769 housing units in the Cocoa CRA, 297 are owner occupied (38.6%), 306 are renter occupied (39.8%), and 166 are vacant (21.6%). (U.S. Census Bureau, Census 2010 Summary File 1, ESRI 2018 Forecast). The redevelopment area also serves as the City's historic downtown with a myriad of unique retail shops, restaurants, bed & breakfasts, and personal service establishments. Numerous historic buildings are also located in the downtown including the Historic Cocoa Village Playhouse and Porcher House. Additionally, important community institutional buildings are located in the downtown including Cocoa City Hall, U.S. Post Office, and the Florida Historical Society. And the downtown also benefits by having complementary recreational amenities such as the Cocoa Riverfront Park, Taylor Park and Lee Wenner Park.

The 1997 Community Redevelopment Plan generally divided the redevelopment area into five areas, whereas the 2008 Waterfront Master Plan evaluated the redevelopment area more granularly and it was determined that there are nine distinct and unique sub-districts. The sub-districts of the Cocoa CRA are: **Cocoa Village; Heart of Cocoa; South of the Village; South End; King Street and Willard Street Corridor; North of the Village; Uptown Neighborhood; US1 Regional Corridor and the Waterfront.**

- **Cocoa Village** is generally bounded by Center Street on the north, Forrest Avenue and Florida Avenue on the west, Rosa L. Jones Blvd and Derby Street on the south, and the Indian River on the east.
- **The Heart of Cocoa Neighborhood** (HCN) is located immediately west of the historic Cocoa Village and although the boundaries are irregular, the boundaries are generally between several major roadways: east of Florida Avenue, South of SR 520; west of US 1; and north of Rosa L. Jones Blvd (formerly Poinsett Drive).
- **King Street and Willard Street Corridor** is generally located north of the downtown village along SR 520 east to Forrest Avenue along the northern boundary of Peachtree Street to the Indian River**.**
- **Uptown Neighborhood** is generally located north of the Corridor to US1 along the northern boundary of the CRA along Mitchell Street to the Indian River.
- **North of the Village** is generally bound between St. Johns Street as the southerly boundary, US1 on the west, Ridgeway Avenue and Forrest Avenue along the easterly boundaries, to Carmalt Street.
- **South End** is located along the southern City limits just south of Rosa L. Jones Boulevard, east of US1 to Brevard Avenue.
- **South of the Village** is located along the southern City limits with Brevard Avenue to the west, the Indian River to the east and Derby and Church streets to the north.

- **Waterfront** is part of the Central Business District and nestled along the Intracoastal Waterway on the east Indian River and Delannoy Avenue on the west, and Cocoa Village Marina to the north and Cocoa Riverfront Park and Church Street to the south.
- **US1 Corridor** runs through the western portion of the entire CRA located along US Highway 1 and extends to the Florida East Coast railroad to the west.

Cocoa CRA Sub-Districts Map



Powers of the Cocoa CRA

As Authorized by the Community Redevelopment Act, a wide variety of powers are available to the City of Cocoa to carry out redevelopment activities. Without intending to limit the powers of the CRA, the Cocoa Redevelopment Agency is vested with the following powers pursuant to Section 163.370, Florida Statutes:

(1) The CRA may not exercise the power of eminent domain for the purpose of preventing or eliminating a slum area or blighted area as defined in this part; however, counties and municipalities may acquire property by eminent domain within a community redevelopment area, subject to the limitations set forth in ss. 73.013 and 73.014 or other general law.

(2) The CRA shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers in addition to others herein granted:

(a) To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part.

(b) To disseminate slum clearance and community redevelopment information.

(c) To undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include:

1. Acquisition of property within a slum area or a blighted area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.
2. Demolition and removal of buildings and improvements.
3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the community redevelopment area the community redevelopment objectives of this part in accordance with the community redevelopment plan.
4. Disposition of any property acquired in the community redevelopment area at its fair value as provided in s. 163.380 for uses in accordance with the community redevelopment plan.
5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan.
6. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of real property in the community redevelopment area which, under the community redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property.
7. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of any other real property in the community redevelopment area when necessary to eliminate unhealthful, unsanitary, or unsafe conditions; lessen density; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities.

8. Acquisition, without regard to any requirement that the area be a slum or blighted area, of air rights in an area consisting principally of land in highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
9. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of property in unincorporated enclaves surrounded by the boundaries of a community redevelopment area when it is determined necessary by the agency to accomplish the community redevelopment plan.
10. Construction of foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.

(d) To provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities provisions to fulfill such of the conditions as it deems reasonable and appropriate.

(e) Within the community redevelopment area:
1. To enter into any building or property in any community redevelopment area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.
2. To acquire by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition any personal or real property, together with any improvements thereon.
3. To hold, improve, clear, or prepare for redevelopment any such property.
4. To mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property.
5. To insure or provide for the insurance of any real or personal property or operations of the county or municipality against any risks or hazards, including the power to pay premiums on any such insurance.
6. To enter into any contracts necessary to effectuate the purposes of this part.
7. To solicit requests for proposals for redevelopment of parcels of real property contemplated by a community redevelopment plan to be acquired for redevelopment purposes by a community redevelopment agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons

pursuant to s. 163.380 prior to acquisition of such real property by the community redevelopment agency.

(f) To invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to s. 163.385 at the redemption price established therein or to purchase such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled.

(g) To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of this part and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the county or municipality deems reasonable and appropriate which are not inconsistent with the purposes of this part.

(h) To make or have made all surveys and plans necessary to the carrying out of the purposes of this part; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:

1. Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements.
2. Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.
3. Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.

(i) To develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.

(j) To apply for, accept, and utilize grants of funds from the Federal Government for such purposes.

(k) To prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from a community redevelopment area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.

(l) To appropriate such funds and make such expenditures as are necessary to carry out the purposes of this part; to zone or rezone any part of the county or municipality or make exceptions from building regulations; and to enter into agreements with a housing

authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by such county or municipality pursuant to any of the powers granted by this part.

(m) To close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the county or municipality.

(n) To organize, coordinate, and direct the administration of the provisions of this part, as they may apply to such county or municipality, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within such county or municipality may be most effectively promoted and achieved and to establish such new office or offices of the county or municipality or to reorganize existing offices in order to carry out such purpose most effectively.

(o) To develop and implement community policing innovations.

(3) The following projects may not be paid for or financed by increment revenues:

(a) Construction or expansion of administrative buildings for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.

(b) Installation, construction, reconstruction, repair, or alteration of any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the community redevelopment plan by the governing body pursuant to a previously approved public capital improvement or project schedule or plan of the governing body which approved the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of the governing body and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.

(c) General government operating expenses unrelated to the planning and carrying out of a community redevelopment plan.

(4) With the approval of the governing body, a community redevelopment agency may:

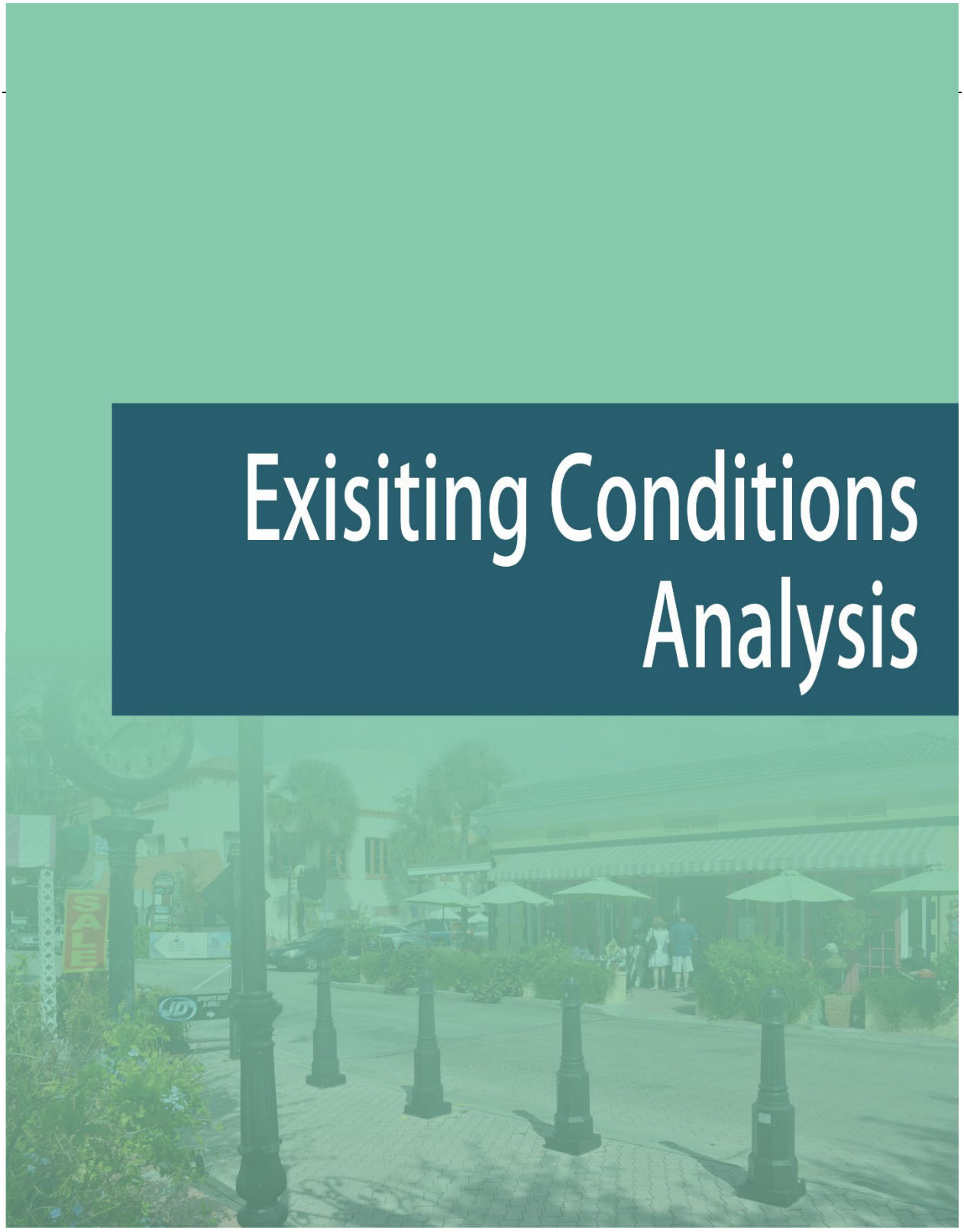
(a) Prior to approval of a community redevelopment plan or approval of any modifications of the plan, acquire real property in a community redevelopment area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition; demolish and remove any structures on the property; and pay all costs related to the acquisition, demolition, or removal, including any administrative or relocation expenses.

(b) Assume the responsibility to bear any loss that may arise as the result of the exercise of authority under this subsection, in the event that the real property is not made part of the community redevelopment area.

Pursuant to Section 8-23 (Powers of the council) of the City Code, the following powers shall continue to vest in the City Council:

(a) The power to determine an area to be a slum or blighted area, or combination thereof, to designate such area as appropriate for a community redevelopment project, and to hold any public hearings required with respect thereto.
(b) The power to grant final approval to community redevelopment plans and modifications thereof.
(c) The power to authorize the issuance of revenue bonds as set forth in Section 163.385, Florida Statutes.
(d) The power to approve the acquisition, demolition, removal, or disposal of property as provided in Section 163.370(4), Florida Statutes, and the power to assume the responsibility to bear loss as provided in Section 163.370(4), Florida Statutes.

PART II



Land Use

Commercial

The land use patterns of the redevelopment area are a direct response to a long-term trend of commercial intrusions into traditional single-family neighborhood areas. In the beginning years of the city, commercial and industrial uses were concentrated in the downtown clustered around Brevard Avenue, Harrison Street, and Delannoy Avenue adjacent to the waterfront shipping area and packinghouse distribution rail heads. Over time, the railroads and highways were relocated west of US1. In doing so, these transportation routes cut through existing residential neighborhoods. These new roadways were rezoned to commercial and slowly over time, the residential character of the cityscape has been sliced into small neighborhoods surrounded by heavy commercial uses.

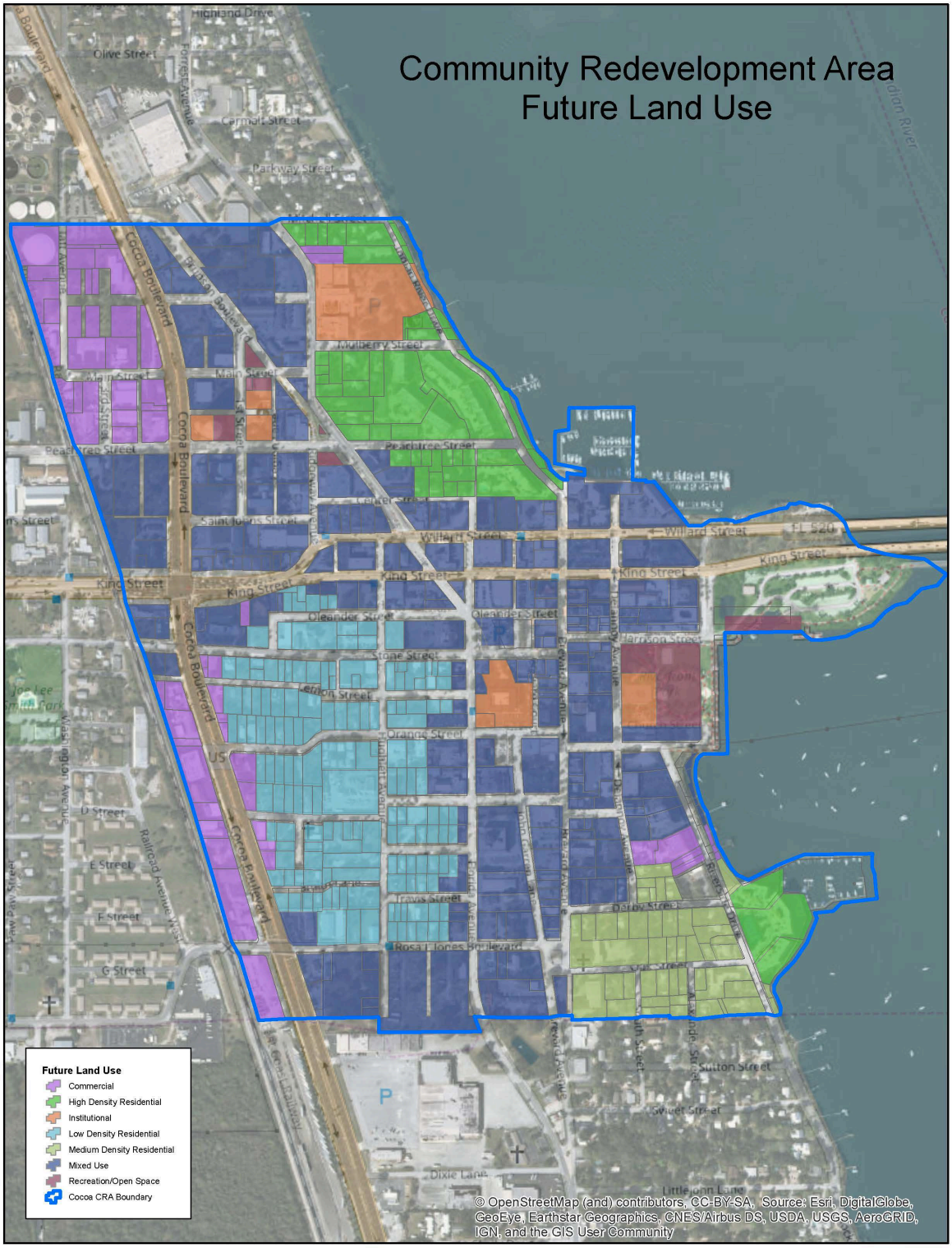
Residential

Residential uses are the second most dominant land use, with single family dwellings the most common type. Residential uses are located along the waterfront and between the water and east of Brevard Avenue, south of Church Street to Rosa L Jones Blvd; west of Florida Avenue and east of US1 from Rosa L Jones Blvd. to Stone Street; and east of US1 and west of the river north of Willard Street.

Civic – Cultural and Institutional

The remaining land uses include Cocoa City Hall, Cocoa's Civic Center, Heart of Cocoa Community Meeting Room, Florida Historical Society, churches, a fire station, water tower, electric substation, communications tower, marina, parks and waterfront esplanade.

Cocoa CRA Area
Future Land Use Map



Zoning

There are several applicable City zoning districts currently applicable to the properties located within the redevelopment area. These districts are subject to change by the City under the City's zoning powers.

C-W

The area between the railroad tracks and US 1 in the northwest is the C-W or "Wholesale Commercial District." This district is intended to apply to transportation facilities, warehousing, distribution, and wholesaling as well as other retail commercial uses.

RU-2-25

One of the two residential zones designated in the redevelopment area is the RU-2-25 district or "Multiple Family Dwelling District." The provisions of this district apply to high density residential developments which are adjacent to major commercial centers and major collector or arterial streets. This zone has resulted in the development of multi-storied residential projects on the water. There are two districts with this zoning type in the redevelopment area. The southern district contains single-family and multi-family residential uses. There are several condominium complexes and two low-rise apartment buildings. The district in the north does contain multi-story condominiums with a few single-family homes.

RU-2-10

The other residential zone designation is the RU-2-10 district. This "Low- Density Single-Family and Multi-Family Dwelling District" seeks to preserve the residential character of the area and foster mixed-use development in proximity to major collector or arterial streets. The Heart of Cocoa neighborhood was rezoned to this category in accordance with the provisions of the Federal Consent Decree.

C-C

The areas along Florida Avenue are zoned C-C to encourage multi-family, professional office, and retail commercial development. Some of this transformation is occurring. However, there are still some left over heavy commercial uses in the area that inhibit the evolution to a less intense commercial use.

C-G

There are a few parcels of land zoned C-G or "General Commercial." This zoning configuration is intended for major commercial centers serving the needs of the community and region.

C-P

The provisions of Commercial Parkway district are intended to apply to areas located adjacent to a main highway approach to the city, primarily directed along US1. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city.

Furthermore, certain properties within the CRA area are also subject to overlay zoning regulations including:

Central Business District (CBD)

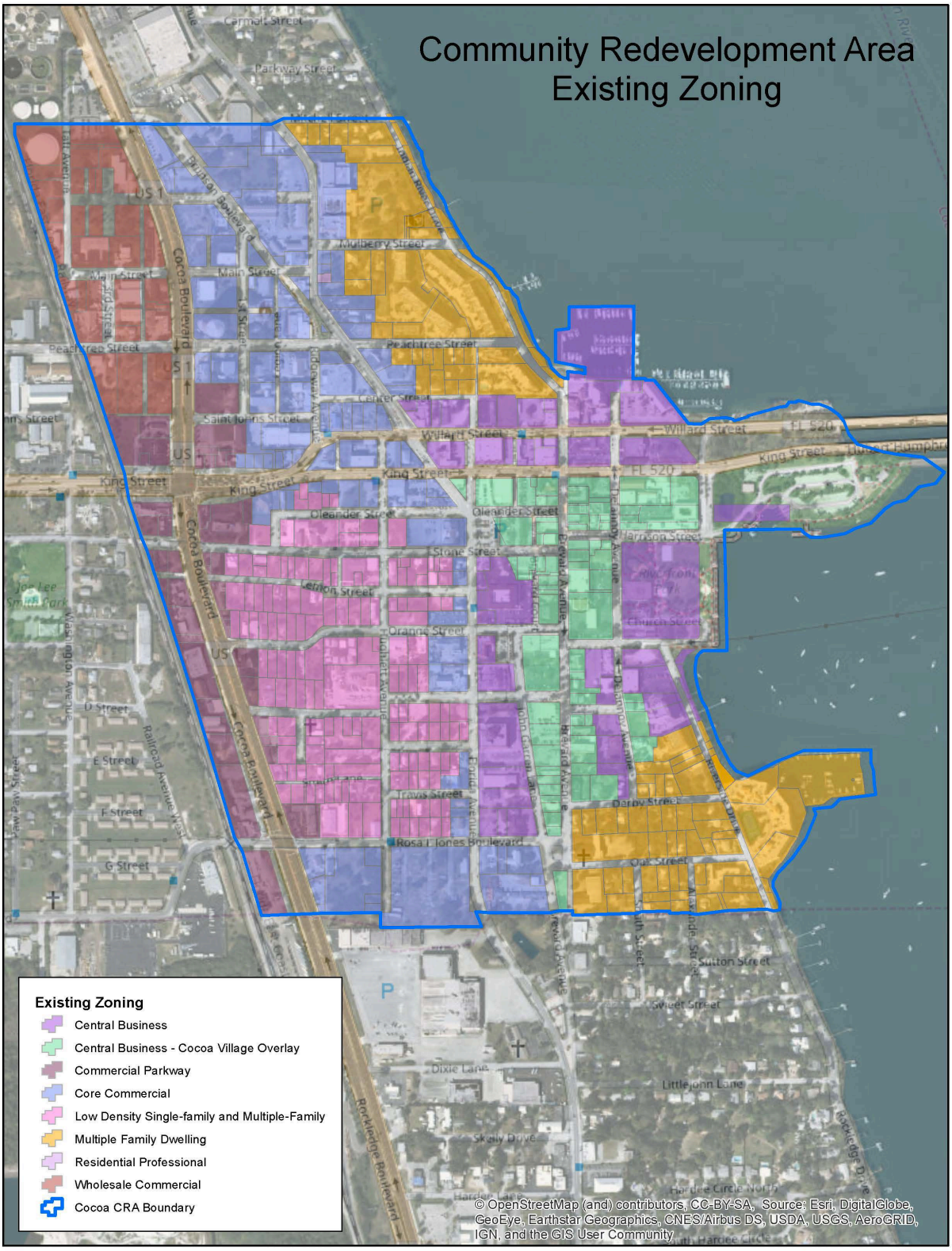
The provisions of this overlay district are intended to apply to the central commercial, professional, financial, governmental and civic core of the city as described in the comprehensive plan and which is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment 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.

Cocoa Waterfront Overlay District (CWOD)

The provisions of this overlay district are intended to assist in the implementation of the Cocoa Waterfront Master Plan, November 2008, which require regulations by sub district that address design, scale and appearance of developing within the Cocoa Redevelopment Area. Further, this zoning is intended to establish urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Redevelopment Area. The Cocoa Redevelopment Area is defined by recognizable geographic boundaries.

Cocoa CRA Zoning Map



Natural Features

The natural features within the redevelopment area are few since the entire area has been virtually all developed or modified by man. A description of the four existing soil types in the area best describes the condition of any features in the area. The four soil types are: Urban Land, Canaveral/Urban Land Complex, Paola/Urban Land Complex, and Pomello/Urban Land Complex. Following are their descriptions:

SOILS

Ur – Urban Land – This soil consists of soils which are usually all covered with streets, buildings, parking lots, shopping centers, and other man-made facilities. Unoccupied soils are mixtures of other types of too small an area to map separately.

Cc – Canaveral/Urban Complex – A mixture of sand and shells dredged from the river bed, then leveled and smoothed by man. Most areas are artificially drained with a water table between depths of 40 to 60 inches. Soil is poorly suited to lawn uses and ornamental plants. Most soils are covered by man-made urban uses.

Ph – Paola/Urban Land Complex – This soil is composed of 70 percent Paola fine sand, 10 percent altered Paola fine sand, and 20 to 45 percent Urban Land soil. Open areas of this soil are mostly lawns, vacant lots, and playgrounds. The water table is usually below a depth of 10 feet. The soil is poorly suited to lawn grasses and ornamental plants.

Pu – Pomello/Urban Land Complex – This soil group is composed of 45 to 60 percent Pomello sand, 20 percent altered Pomello sand, and 20 to 45 percent Urban Land Complex. Other characteristics of this soil group are similar to Paola.

PHYSIOGRAPHY

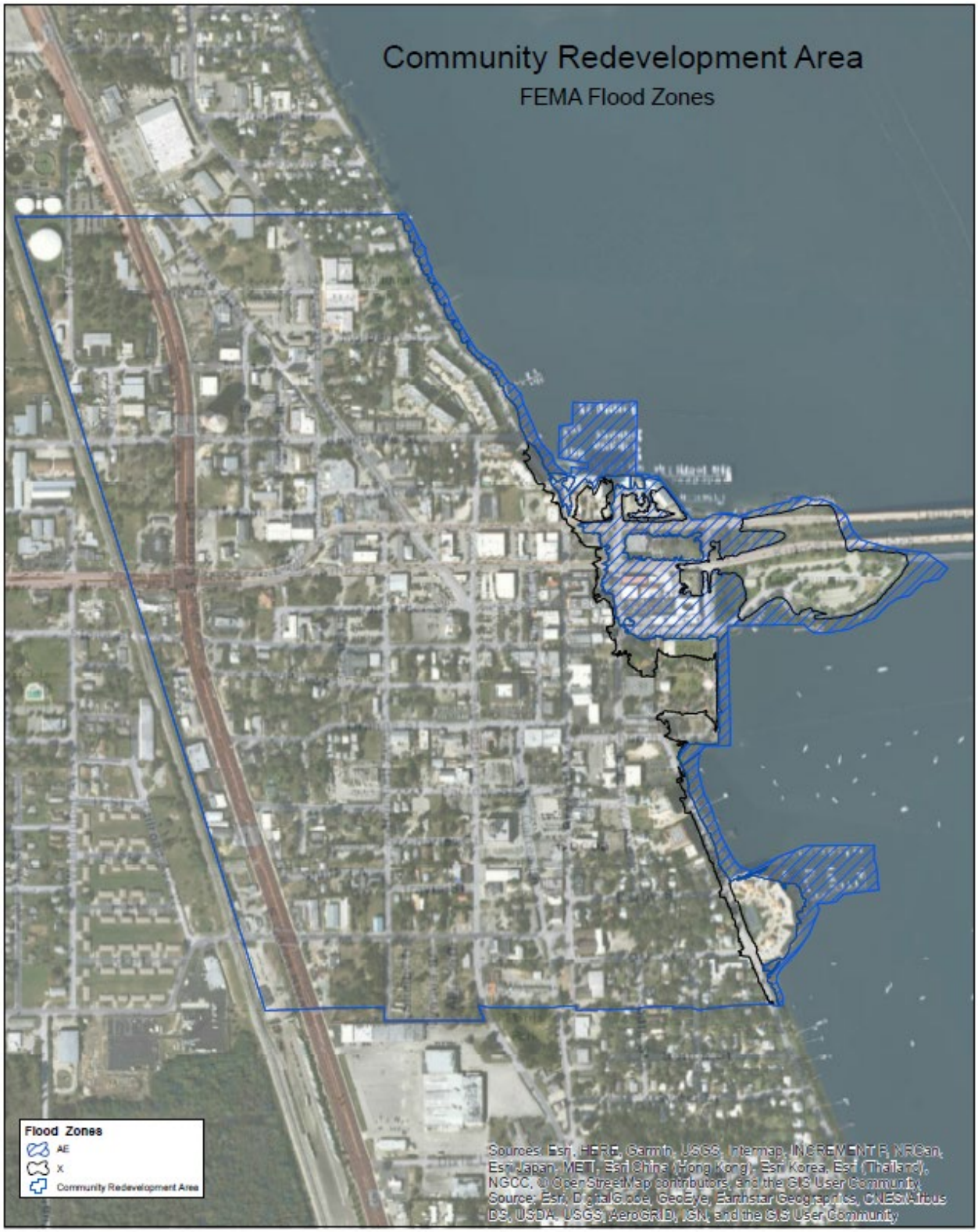
Indian River

The most prominent natural feature of the area is the Indian River, situated between the mainland and Merritt Island. Although commercial traffic on the river is scarce, the water body does provide varied recreational boating opportunities and scenic beauty.

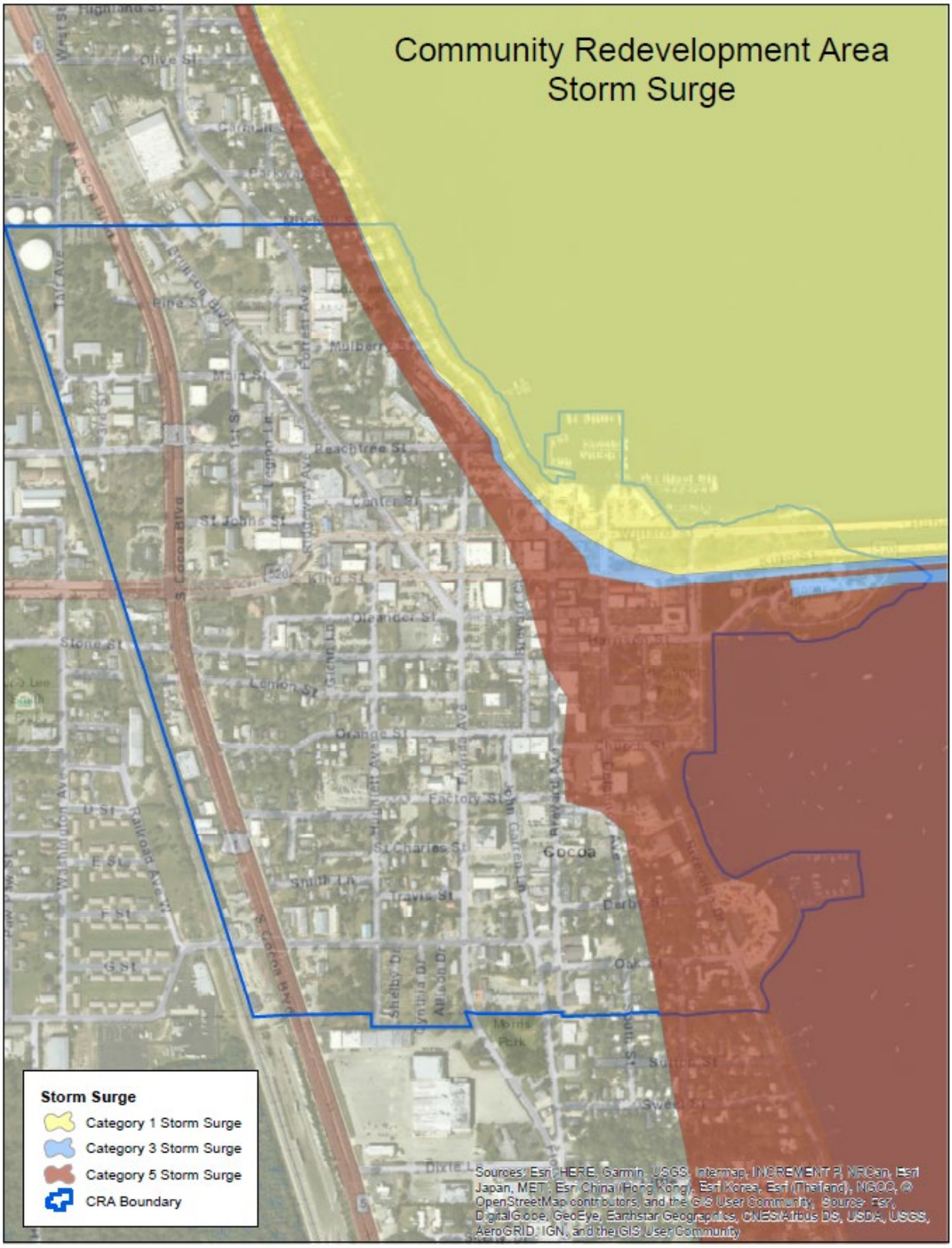
Risk of flooding from the river was slight until Fall 2017. Hurricane Irma caused prolonged flooding of streets within the City. The hurricane's destructive winds and rain caused over $3.5 million in damages to businesses along Harrison Street, Lee Wenner Park, docks, and the surrounding boardwalk area in Riverfront Park. Stormwater runoff from the hurricane and a subsequent Nor'easter rain event, resulted in prolonged street flooding.

The Flood Zone X boundary for the 500-year storm level virtually matches the shoreline of the CRA from Riverside Drive to Harrison Street and North to Indian River Drive including Oleander Pointe and Lee Wenner Park. However, the Flood Zone AE boundary for the 100-year storm level includes the area from Harrison Street north to Indian River Drive excluding portions of Whitley Bay and the SR 520 overpass as designated on the FEMA Flood Zone Map. No other flood zone areas are found within the CRA.

FEMA Flood Zone Map



CRA Storm Surge Map



Relic Dune System

The City of Cocoa, and in particular the RDA area, is situated on top of the old dune system along the Indian River. The first dune line runs down the middle of the district. This locally high linear feature was selected for the old Dixie highway alignment and railroad spur. This road alignment is now Forrest Avenue. The second dune line lies underneath the present alignment of the railroad and US 1. The early settlers utilized these local high points to site these important transportation routes. Today these high points provide excellent opportunities for long views out toward the Indian River.

Housing

Each of the nine CRA sub-districts, described previously in the Cocoa CRA Area Description, are uniquely different from each other. Of the nine sub-districts, six contain housing. The housing types varies by sub-district.

The **Cocoa Village** Sub-District provisions are intended to apply to the central commercial, professional, financial, governmental and civic core of the city. In addition to multi-family residential development the area uses are intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development. The district is intended to discourage uses not requiring a central location and which would create friction with or be incompatible with performance of Central Business District functions. The permitted uses and design and development standards are intended to promote high quality development compatible with a Central Business District location, not single-family housing. It is intended that "performance standards" control the permissible type, density and intensity, mix of development and design and development standards to assure and

promote the development and redevelopment of property in the Central Business District in a manner compatible with comprehensive and redevelopment plan objectives.

It is intended that high density multiple-family residential development in this area is to be promoted and encouraged, either in separate buildings or in combination with office and supporting, retail and service areas, and that such supporting uses shall be scaled and designed to serve the needs of the district. All uses and design should recognize the proximity to the areas of great natural beauty, which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted. Water views, easy access to contiguous water walks, and several key water vistas should be made available to the public. The purpose of this district is to allow for the development of fully integrated, mixed-use, pedestrian-oriented neighborhoods. Streets, pedestrian paths and bike paths should contribute to a system of fully-connected and interesting routes to all destinations.

The **Heart of Cocoa** Sub-District has been subject to a Federal Consent Decree since 1990. The original voluminous consent decree was replaced by a substantially streamlined Substitute Federal Consent Decree on January 28, 2009. The Substitute Consent Decree requires the City maintain the low-density residential character of the Heart of Cocoa; and encourages voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed-use developments, while preserving existing uses as provided by law. Moreover, the Substitute Consent Decree encourages production and development of affordable houses by the private sector in the Heart of Cocoa. Consistent with the Substitute Consent Decree, the zoning is RU2-10, which allows for low-density single and multi-family residential. Allowable building types include single-family, mixed use, and neighborhood supported commercial.

In the **South of the Village** Sub-District the City acquired the former Oaks Mobile Home Park, a primarily vacant mobile home park with dilapidated and uninhabitable units, at the corner of Florida Avenue and Rosa L. Jones Blvd. The site is comprised of one main parcel and a smaller companion parcel, totaling just under 5 acres of vacant land immediately suitable for development. This residential project is expected to serve as a catalyst for additional residential development in and around the Heart of Cocoa, although the site lies just outside the boundaries of the Heart of Cocoa, on the south side of Rosa L. Jones Boulevard.

The **South End** Sub-District, located to the east and bordering the **South of the Village** Sub-District, mainly consists of single family residential, multi-family apartments/condominiums and high rise developments.

The King Street and Willard Street Corridor Sub-District consists of mainly commercial development and provides for opportunities of mixed-use and multi-family high rise developments.

The **Waterfront** Sub-District is characterized by multi-story, multi-family residential units.

Many of the lots in the Sub-Districts by themselves are inadequately sized and constrained by utility infrastructure (mainly electric), to be redeveloped as mixed-use and multi-family apartments or high rise condominiums. Thus, the need for the assemblage of land to facilitate a suitable redevelopment project yielding the highest and best use for the respective land. Additionally, and critically important, the City through its various EPA Brownfields Grants have determined several properties environmentally constrained as they are contaminated or suffer from the perception of contamination. Bisecting the heart of the Cocoa CRA is the former Flagler Rail Line, and railroad tracks are use of which contamination is commonly associated. Some properties have been confirmed to have no recognized environmental

conditions while others have been determined to be contaminated. Three properties located in the general core of Cocoa CRA were environmentally assessed and after being found to having contaminants present, were remediated through the Florida Department of Environmental Protection (FDEP) Voluntary Cleanup Tax Credit Program. Others have been found to have potential off-site environmental impacts.

Parks and Recreation

The redevelopment area contains three parks, Taylor Park, Riverfront Park and Lee Wenner Park. Taylor Park is located just south of Harrison Street and just north of the Cocoa Civic Center, Riverfront Park adjoins Taylor Park to the East and sits directly on Indian River, and Lee Wenner Park is located just south of the Hubert Humphrey Bridge on the old abandoned SR 520 right-of-way.

Taylor Park is designed mainly as a passive park. It contains 1.64 acres and is well landscaped with large shade trees and a view of the Indian River. Facilities in Taylor Park are limited to park benches and playground equipment.

Riverfront Park is an attraction to both Cocoa's citizens and visitors. The park is approximately 2.74 acres and its green park area, playgrounds, boardwalks and amphitheater, draws crowds for special events, City-sponsored celebrations and private functions. The park annually hosts more than 65 events — including one of the largest marathons in the region, The Space Coast Marathon and Half Marathon — attracting more than 135,500 visitors.

Lee Wenner Park is a waterfront-oriented park located across the street from Taylor Park and Riverfront Park. The 3.5-acre park contains four boat ramps with catwalks, a fishing dock and parking facilities for approximately 40 boat trailers and 50 passenger cars. As of 2017, it is now owned and maintained by the City. The acquisition of Lee Wenner Park by the City presents a new and exciting redevelopment opportunity for the CRA and the City. Lee Wenner Park is heavily used on weekends by boaters for recreational purposes only. The Brevard County Board of County Commissioners conveyed its portion of Lee Wenner Park with the expressed purpose to redevelop the park (see attached Agreement located in the Appendix). Through this Agreement, the CRA has committed to improving the waterfront in phases through public capital improvements and public/private partnerships.

In addition to these three public parks, there are two "key" shaped parcels of property which have no facilities but are landscaped for beautification. Each of these passive parks are rarely used for purposes other than aesthetics. One park is located at Brunson Boulevard and First Street. The other park is at the corner of Forrest Avenue and Mulberry Street.

Historical Features

As a city with a rich history, the Cocoa CRA and surrounding neighborhoods contain numerous historic structures telling the story of the early beginnings of Cocoa. Within the Cocoa CRA, seven (7) structures are listed on the County, State or National listings of historic structures. Of the 1,005 structures located in the boundaries of the Cocoa CRA, 21% were constructed prior to 1960. A large percentage of those

structures have been identified as being historically significant. They are a symbol and physical record of the city's past in regard to architectural style and unique character.

The following structures are listed on the Brevard County Historical Site registry:

- Community Women's Club (5 Rosa L. Jones Blvd.)
- SF Travis Building (300 Delannoy Ave.)
- The Historic Porcher House (430 Delannoy Ave.)
- St. Mark's Episcopal Church (2 Church St.)
- The Florida Historical Society's Library of Florida History (435 Brevard Ave.)
- Derby Street Chapel (121 Derby St.)

The following structures are displayed with Florida Historical Markers:

- St. Mark's Episcopal Church
- The Historic Porcher House
- Derby Street Chapel

The following structures are listed on the National Registry of Historic Places

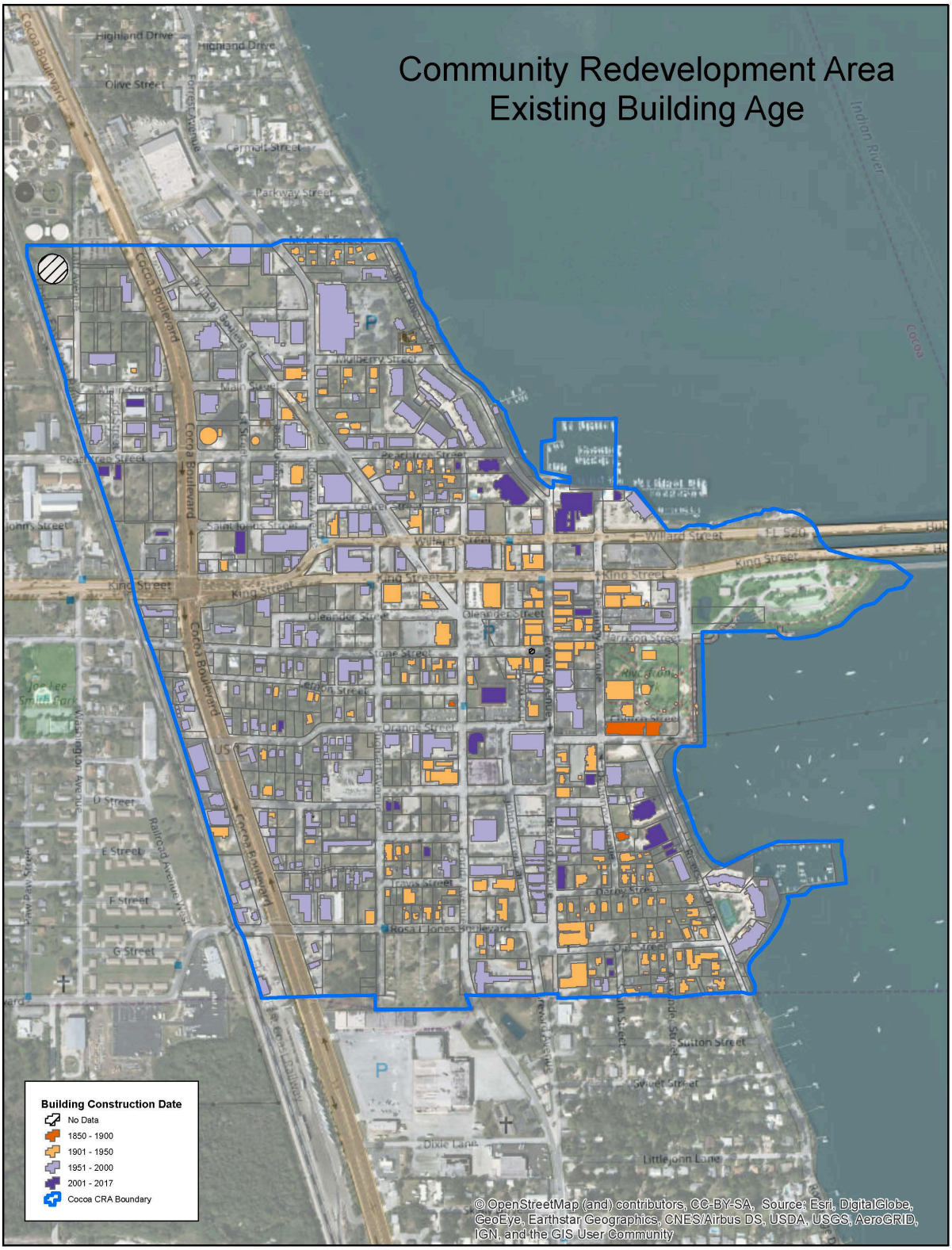
- The Aladdin Theater (Historic Cocoa Village Playhouse)
- Porcher House

The Porcher House is of particular significance to the City of Cocoa. The landmark home, built in 1916, was home to Edward and Byrnina Porcher. He was responsible for several innovations to the citrus industry and was a founder of the Indian River Orange Growers Association. This classic revival style, constructed out of local coquina rock, displays some coquina stones representing the suits of cards. These stones, placed in the front of the house, show the love that Mrs. Porcher had for the game of Bridge. In 1945, the City of Cocoa purchased the home and it became City Hall. Today, the Porcher House is used as a historic backdrop for events, especially weddings.

The Aladdin Theater, or commonly known today as The Historic Cocoa Village Playhouse, opened to the public in 1924. Of significance, the theater showed the first "talkie" movies in Brevard County. The Playhouse grew from a small movie house to a noteworthy community theater house. A multi-million dollar renovation, supported by the City of Cocoa, the Historic Cocoa Village Playhouse, with a State of Florida Cultural Facilities Grant, restored the look and feel of the original Aladdin Theater. Today, the Historic Cocoa Village Playhouse "Broadway on Brevard" brings amazing shows to Cocoa where local talent showcase their theatrical skills. Each season, the shows sell out and patrons are entertained by the talent of this high-quality community theater.

In addition, Indian River Drive (CR 515) within the City of Cocoa is a part of the Indian River Lagoon Scenic Highway Corridor, which was designated as a Florida Scenic Highway by the Florida Department of Transportation (FDOT) in 2002. The scenic highway corridor is a 156-mile loop that begins at Canaveral National Seashore on the north, encompasses the heart of the Indian River Lagoon on the mainland and barrier island and ends at the Wabasso Causeway in the south. Activities along the scenic highway are coordinated with the Corridor Management Plan that ensures the preservation, protection, maintenance and enhancement of the corridor.

Cocoa CRA Building Construction Date Map



Transportation and Traffic Circulation

A unique feature of the Redevelopment Area is that it is traversed by two (2) of the three (3) major arterials in the city, U.S. Highway 1 and SR 520. Together these two (2) arterials carry over 107,000 ADT (average daily trips) through the area. Feeding into those arterials are the two (2) major north/south streets of Florida/Forrest Avenue and Indian River/Riverside Drive. The east/west feeders are Rosa L Jones Blvd, Stone, and Peachtree Streets.

A conspicuous feature of the street layout in the area is the design of Brunson Boulevard/Forrest Avenue. This is a northwest to southeast diagonal street which runs against the normal east/west, north/south street design scheme. The reason for this is that this was the original railroad right-of-way which was eventually abandoned and converted in use to automobile travel. Along these routes at least two properties have been found to be contaminated and required remediation.

The City Hall site is located in the center of Historic Cocoa Village. It is a former brownfields site and near a dry cleaner, former major automobile dealer and service center, as well as major electric transmission stations.

Another feature to the traffic circulation pattern is the effect of SR 520/King Street. This major six-lane artery is split into two one-way directions as it passes through the redevelopment area. The high rate of traffic flow presents a challenge in developing land and building uses between the east-bound and west-bound streets. Florida Department of Transportation has plans to repave the downtown portion of SR520/King Street. City staff is in discussions with FDOT about opportunities to introduce traffic calming measures to improve pedestrian and vehicular safety in this area.

The main north/south artery through the area is US 1. This artery carries mainly “through” traffic but also some in-town traffic as well. Other than US1, the only other through north/south roadway is Florida/Forrest Avenue. The Florida/Forrest Avenue diagonal serves as a by-pass of the US 1 and 520 intersection.

The Florida Avenue Complete Streets Project addressed the needs of pedestrians, bicyclists, transit users and motorists of all ages by safely accommodating those qualities in one “complete street”. Planning for this diverse group required consideration of the following elements: sidewalk space for pedestrians; bike routes; appropriate-sized lanes for cars, trucks and emergency vehicles; on-street parking; adequate buffer for pedestrian safety; landscaping and hardscaping for pedestrian safety and ADA crosswalks along the corridor.

The intersection of Brevard Avenue, Oak Street, John Garren Lane, and Rosa L Jones Blvd culminates in a traffic wedge. Improvements are being considered to facilitate more effective vehicular and pedestrian movements as interest in the redevelopment of the southern section of Cocoa Village increases.

Parking

Parking is an essential redevelopment component for the Cocoa CRA. The CRA, is comprised largely of small business retail uses in the downtown core area, and a mix of single family residential extending from the core to the outside perimeter of the CRA, with several high-density residential properties on the waterfront. Cocoa Village has become a destination shopping and dining area and a center for leisure, events, entertainment, waterfront and civic activities, virtually attracting hundreds of thousands of visitors per year.

The increasing demand for parking was documented in the 2007 Historic Cocoa Village Parking Study. In 2017, with continued growth of the Cocoa CRA, and an estimated $20 Million of new projects on the horizon, the CRA Board felt it was prudent to engage Rich and Associates Inc. to revise the 2007 Parking Study to determine the current parking demand. The update sought to evaluate and identify existing parking supply, analyze parking demands, and evaluate potential sites for feasibility of a parking facility.

The study focused on a 45-block area; bounded by Peachtree Street to the north, the riverfront to the east, and the southern limits of the Cocoa CRA, Hughlett Avenue to the west below King St and Ridgeway Avenue to the north of King Street to Peachtree Street. An inventory of existing parking included a survey of public and private supply.

The results of the demand study determined that the 5-year projected parking need for zone one is 1,197 spaces. With 813 parking spaces in this zone, there will be a deficit of 384 spaces in zone one. Zone two has a 5-year projected parking need of 1,594 spaces. With 1,362 parking spaces in zone 2, there will be a deficit of 232 spaces. They averaged the numbers for the two zones and planned the parking garages for 308 spaces.

Parking Recommendations/Solutions

There are several options for addressing the parking situation in Cocoa Village. These range from a "Do Nothing" option since there is available parking, though it is not being used due to location, to options that include a modest increase in parking supply with added surface parking or on- street parking to a significant capital expense with a new parking garage.

1. Do Nothing Option
   The "Do Nothing" Option may severely limit the development potential in the core downtown. It will affect businesses that are currently downtown as well as how the downtown currently functions. The recommended policy changes and reallocation of parking will not increase the total parking supply or the availability of parking in the downtown. Therefore, Rich & Associates did not recommend this option.

2. Maximize On-Street Parking
   Another option is to increase on-street parking wherever possible. This approach can economically add parking spaces to help address the parking deficit, though it will not provide enough spaces to eliminate the parking deficit.

3. Provide New Surface PublicParking
   Another option is to increase parking supply through the redesign of existing surface parking lots or the creation of additional surface parking on vacant or underutilized property. Rich & Associates analyzed the potential for redesign of existing public parking areas and this will not help gain spaces. Potential sites were reviewed for the construction of new surface parking lots in the core downtown. While this was not recommended due to no viable sites being identified for additional parking or redesign within the core area, a site has since been identified as potentially attainable.

4. Work With Private Lot Owners to Create Shared Use Parking
   Work with private lot owners to establish partnerships to allow underutilized parking for public parking. Agreements could be developed to provide lot cleaning and general maintenance in exchange for public use of the parking lots.

5. Provide New Public Parking in a Parking Garage
   Unfortunately, there are no magic answers for the financing of a parking garage or any parking improvements. Where there is a parking system and a charge for on and off-street parking, revenues are generally used to pay for parking operations and improvements. In general, this requires the pooling of revenues from all parking areas and parking fines, if possible.

Funding Options for Operation Improvements and Additional Parking

Cocoa CRA should look for opportunities such as projects where a developer is going to build parking as part of their development (more than likely a parking garage) and then fund the construction of additional public parking as part of the development. This will spread some of the fixed costs over more spaces thus making the additional parking more economical.

Cities have also used a combination of general fund, fee-in-lieu payments, TIF and special assessment districts to pay the debt service and operating expenses. In some communities, the operating expenses are paid for by an assessment and the debt service from general fund and other sources. Today in general, there are few Federal or State grants for parking garages unless they are associated with a transit project.

The City could attempt to privatize the development of a parking garage. In order to be competitive in terms of funding, the project would need to be done tax exempt and leased back to the City. It is not possible at this time to amortize the debt and pay for the operating costs of a parking garage with existing parking revenues or parking revenues that could be generated in Cocoa alone.

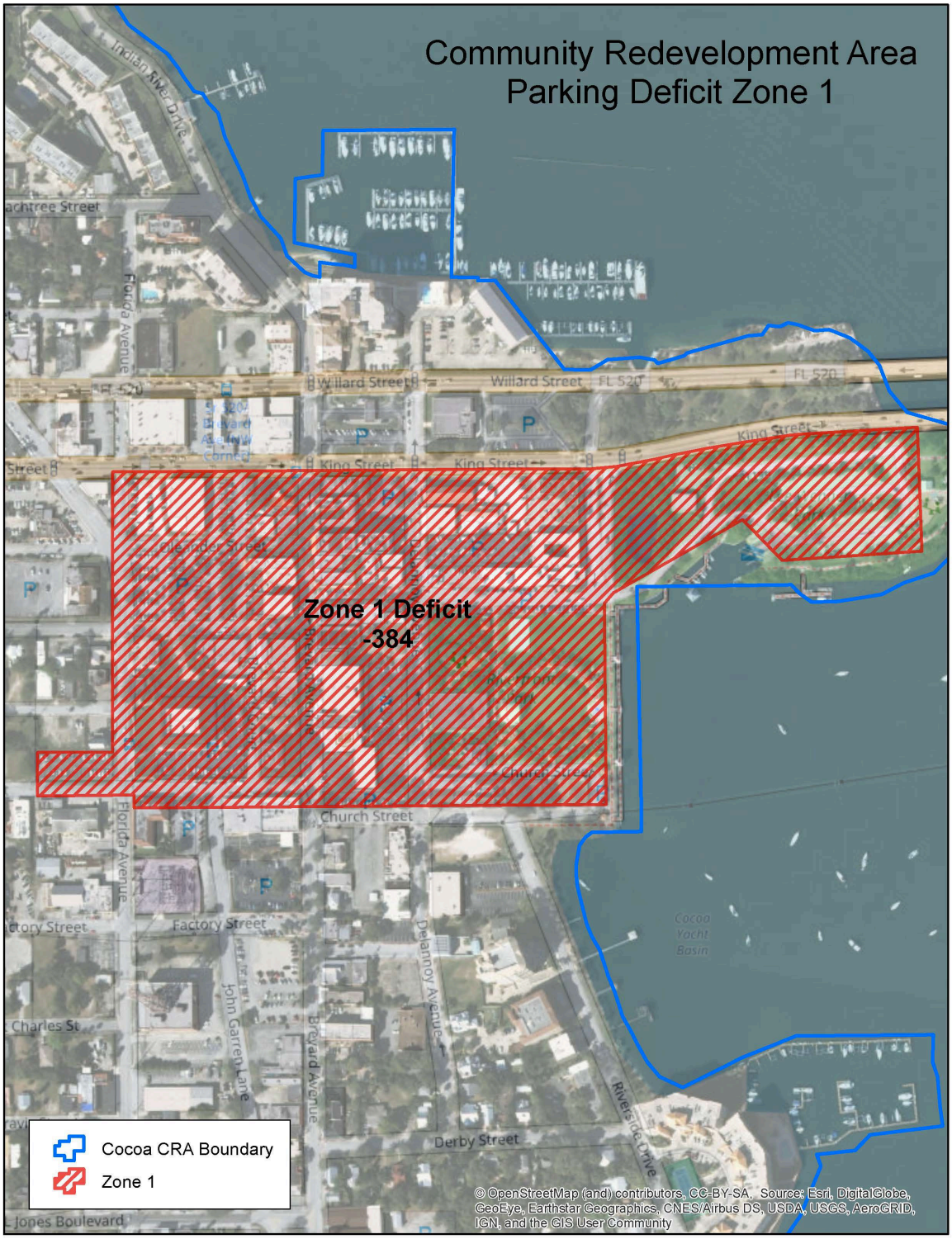
Myra Planning and Design, LLC. has been commissioned to study current and future on-street parking within the Village. The purpose of the study, consistent with the above solutions, is to maximize existing on-street parking in Cocoa Village, and determine what would likely be the most cost effective (capital construction, maintenance) means to add additional spaces in the downtown closest to the businesses they serve.

Community Redevelopment Area

Existing Parking Lots/Structures

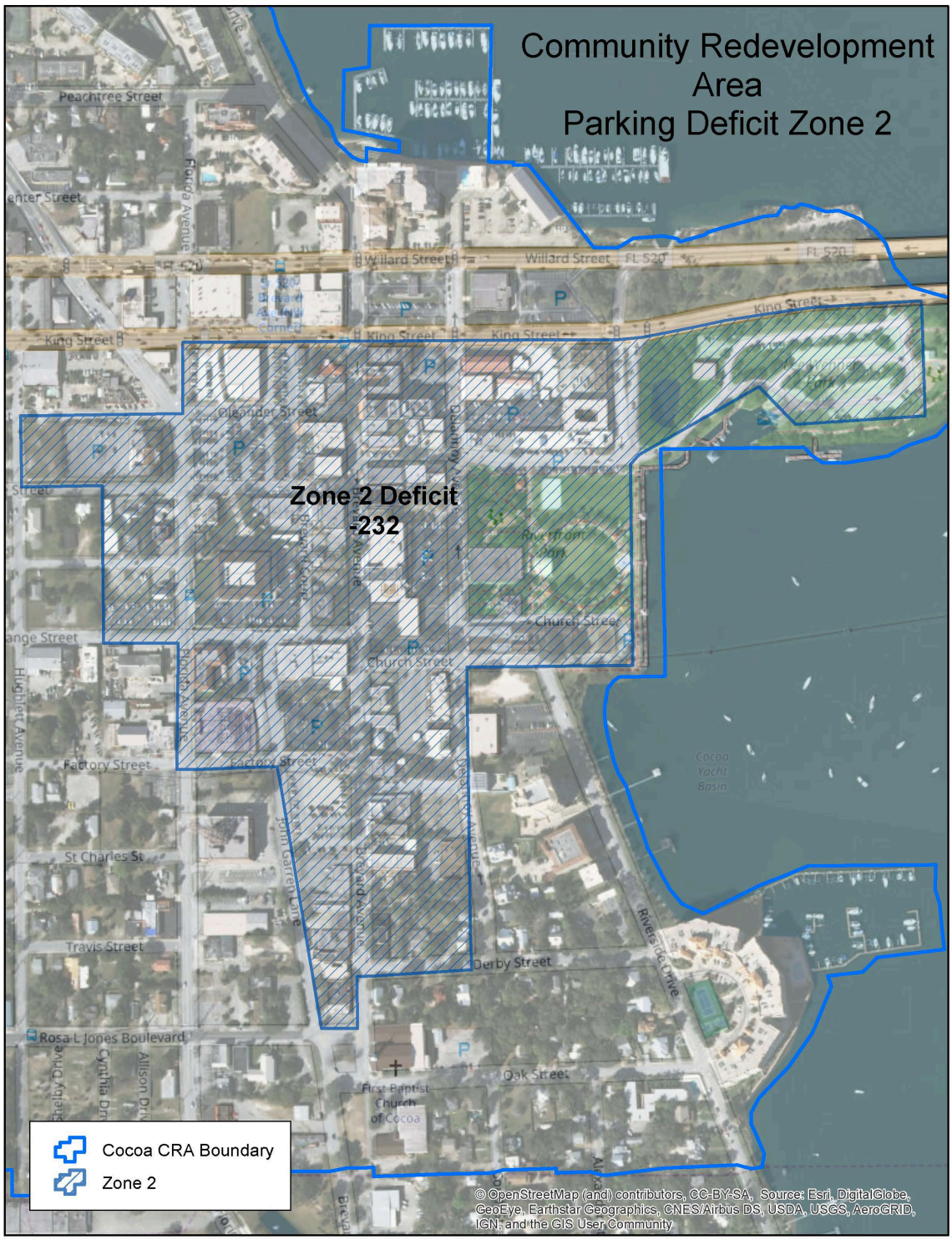
Community Redevelopment Area

Parking Deficit Zone 1



Community Redevelopment Area

Parking Deficit Zone 2



Sewer, Water, and Stormwater

There are generally no significant existing Sanitary, Potable, or Storm system issues within the Cocoa CRA. Utility capacity for infill development is not significantly constrained. A high quality reclaimed water system exists in Cocoa, which is a benefit to the sanitary sewer system load and the provision of irrigation for new development and public open spaces in the district. However, the amount and intensity of potential development in the CRA will require examination of the infrastructure system capacity on a case-by-case basis.

Water System

Since 1957, Cocoa has supplied the communities of central Brevard County with high quality water at a reasonable cost. Cocoa has accomplished this by making major investments in the water supply and treatment facilities needed to produce a sophisticated, well developed sub-regional water system. Today Cocoa provides water to over 82,000 customers (220,000+ people) in Cocoa, Rockledge, Port St. John, Merritt Island, Cape Canaveral, Cocoa Beach, Suntree/Viera, Patrick AFB and the Kennedy Space Center. Cocoa's water system includes the wellfield and raw water collection system, Wewahootee Water Treatment Plant, transmission mains, and the Dyal Water Treatment Plant (WTP). Cocoa's drinking water sources include the Floridan Aquifer, Intermediate Aquifer, Taylor Creek Reservoir, and Aquifer Storage and Recovery (ASR) wells. All of these facilities are located in east Orange County. A distribution system and storage and pumping facilities are located in Brevard County. The Dyal WTP processes about eight billion gallons per year, with peak flows reaching 30 million gallons per day (mgd) during the summer. Daily flows average 22 mgd.

Within the redevelopment boundaries, all parts of the area are adequately served with potable water. Most lines are six inches in diameter or larger and can, therefore, supply any new improvements or additions easily. Approximately 90 fire hydrants are dispersed at intervals which provide adequate water pressure and volume for fire protection needs.

Sewer System

The City of Cocoa provides sanitary sewer service to residents within the CRA. The City operates and maintains one wastewater treatment facility known as the Jerry Sellers Wastewater Reclamation Facility, which has a capacity of 4.5 million gallons per day (mgd), of which it currently operates at approximately half its capacity. Thus, sufficient sewer is available.

Stormwater

The Public Works Department Stormwater Division is responsible for maintaining the City's drainage ditches and swales, piping, inlets and retention and detention ponds. With the completion of the Florida Avenue Streetscape, the Factory Street Retention Pond and the Church Street Baffle Box, several drainage issues were corrected. There remains challenges as there is very little land available for the pre-treatment or storage of runoff prior to it entering the Indian River Lagoon. In 2016, Brevard County residents approved a ½ cent infrastructure sales tax for the purposes of funding projects that would improve the water quality of the Indian River Lagoon. Due to the elevation, the runoff from the Cocoa CRA flows towards the Indian River Lagoon. It will be very important to implement improvements that would address the water quality prior to entering the lagoon. The Florida Avenue Streetscape implemented a

PaveDrain design for its on-street parking areas between Rosa L. Jones Boulevard and King Street. This unique PaveDrain system, limits the distribution of natural water flows by managing stormwater runoff. Additionally, the PaveDrain system promotes on-site filtration and eliminates contaminants into the Indian River Lagoon. Additional drainage projects are in the early planning stages to improve water quality entering the Lagoon.

Effect on School Population

Existing school facilities within the community redevelopment area are more than adequate to serve the present and anticipated future school age population. According to the 2012-2016 ACS estimates, the number of school age children within the Cocoa CRA is 183. As the potential commercial and residential developments will not be oriented specifically toward families with school age children, there should be little or no increase in the school age population. Activities which are undertaken to redevelop and revitalize the project area, will incorporate into the design improvements needed to make the school facilities more accessible to the community by eliminating perceived hazards to the safety and wellbeing of the children and removing obstacles to the handicapped and infirmed.

Current Conditions

The waterfront has been a critical element of Cocoa's economic and cultural growth since the establishment of the city. The river and the surrounding area has been used for fishing, commercial and residential boat access, social events, leisure activities, and recreation for over 150 years. Cocoa had been in a period of decline with the concentration of public housing, closing of the Space Program, and encroachment of commercial uses into the Heart of Cocoa. Lee Wenner Park was the only active portion of the riverfront with boat ramps and docks. A road provided vehicular access along the river serving as a bypass between Merritt Island and Rockledge. The Cocoa CRA was established in 1980 to eliminate slum and blight and redevelop Downtown. The CRA has worked with the City to expand waterfront access for social and recreational use. The library was relocated north of downtown and the existing library was converted to a Civic Center. Additional park space was created with the conversion of a parking lot behind the Civic Center into green space. Water features, a playground and a pavilion were added to encourage community use. Plans were already underway to construct day slips, a T-Dock, a major riverfront walkway esplanade, viewing areas, a riverfront connector under the bridge for pedestrians and bicyclists, and a mooring field and upland facilities when Hurricane Irma brought its devastation ashore.

The importance of restoring waterfront amenities to enhance and improve the quality of life and economic vitality is a core component of the 2018 Cocoa Community Redevelopment Agency Plan Update. The 2008 Waterfront Master Plan provided an opportunity to expand upon the existing vision and inspire transformative change. The improved waterfront will connect four (4) different parks on the waterfront, creating spaces to congregate, meditate and recreate. The Waterfront Master Plan seeks to implement projects aimed at spurring economic development, transforming the social landscape, and preserving the cultural asset in utilization of the waterfront. The projects are organized in three specific areas of the CRA: 1) The Waterfront, 2) Lee Wenner Park and 3) the Downtown Riverfront Park. The plan includes

several fundamentally new ideas for Cocoa's Waterfront: diversified boating access, with increased day slips, dinghy docks and large vessel tie up via more resilient floating docks and concrete piers; a managed mooring field with support facilities, including a harbor master building, pump out and boater services; a relocated civic center to take advantage of the waterfront and diversify the use of Lee Wenner Park, to serve the CRA, the City and the Region; re-imagined promenade to include overlooks and strolling and seating experience, but not to replace the old structures over water; and opening the waterfront view to property on Delannoy Avenue by relocating the existing civic center.

While Cocoa Village, the core of downtown, continues to exude a strong sense of place and regional identity, its downtown context is fraying due to the impact of high-speed roads and its disconnection from the waterfront. The nearby neighborhoods do not have a solid connection to downtown or the waterfront because the vibrancy of Cocoa Village is limited to Brevard and Delannoy Avenues with emergence of the Florida Avenue area. This characterizes the general circumstances currently challenging the extended success of Cocoa Village, but the following describes the specific physical features observed to be major factors for the improvement of the downtown district.

Urban Form

- The basic pattern of blocks and buildings in the CRA is of a pedestrian scale, most of the district is walkable and yet convenient and accessible to motorists.
- Buildings are generally 2-4 stories in heights in core of Cocoa Village and several are of historic significance or are otherwise charming architecturally.
- The waterfront is an important community asset. Connectivity to the Village is hindered due to the lack of public streets and the presence of large private development.
- There is a good mix of commercial and office uses in the Village, but a lack of quality residential development within.

Transportation

- SR 520 is a major conduit to Merritt Island and Cocoa Beach consisting of a six-lane roadway designed with one-way pairs (King Street eastbound and Willard Street westbound) navigating through the RDA district. The current design creates a hostile barrier for pedestrians seeking to connect between Cocoa Village and the North Forrest Avenue community.
- Brevard and Delannoy Avenues operate as one-way pairs through most of the Village; channeling traffic on one-way streets is less safe for pedestrians and less attractive to shop owners who seek optimal vehicular accessibility.
- Florida Avenue is the former Dixie Highway, the historically north-south path through Cocoa. There is a burgeoning urban commercial corridor along Florida Avenue, with a new streetscape from the southern City limits to SR 520. This streetscape created additional parking, pedestrian accessibility on both sides of the road and a quaint landscaping, inviting to residents and visitors.
- Federal East Coast Railroad (FEC) is located along the western boundary of the redevelopment area. Located at the intersection of US1 and Rosa L Jones Blvd is the site of the future FEC Rail Station. This site has been identified as a potentially viable location for a future passenger rail stop.

Infrastructure

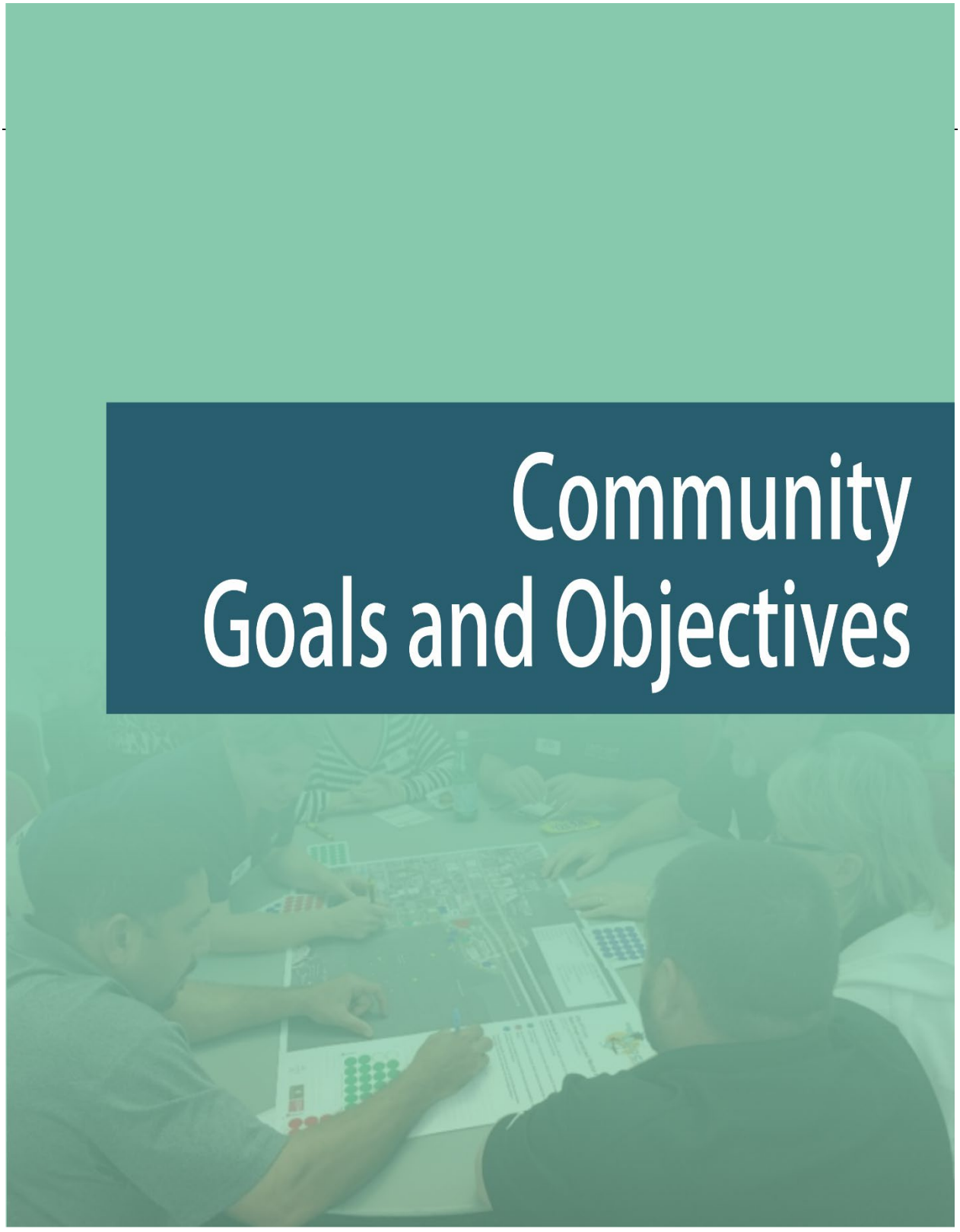
- There are generally no significant existing Potable Water Sanitary Sewer issues.
- There are challenges as there is very little land available for the pre-treatment or storage of runoff prior to it entering the Indian River Lagoon.
- A high quality reclaimed water system exists in Cocoa and is used for irrigation in several sections of the CRA.

Marine Features

- Existing wooden boardwalks were destroyed by Hurricane Irma in 2017 and are in the design stage for replacement.
- Existing revetment areas are not in good condition and are part of the plan to stabilize the waterfront area from Whitley Bay in the north to the southern end of Riverfront Park.
- The bulkhead beneath SR 520 is in the planning stages of being repaired by the Florida Department of Transportation.
- The bulkhead at Riverfront Park is in fair condition and following Hurricane Irma the washed out sections were filled.
- Additional day slips, a larger T-Dock and additional improvements are part of the larger plan to revitalize the riverfront region of the CRA.
- Existing depths of the waters along the waterfront could benefit from additional dredging to improve boat draft.

CRA Vacant Parcels Map

PART III



COCOA REDEVELOPMENT AGENCY
DOWNTOWN COMMUNITY POLICING PROGRAM

SCOPE OF PROGRAM
The scope of the Cocoa Redevelopment Community Policing Program ("Program") will include additional police presence in the Cocoa Downtown Community Redevelopment Area including the Cocoa Riverfront Park and waterfront area ("Downtown Area"). The primary focus of the Program will be to ensure that residents, customers, visitors, and merchants and their employees consider Downtown Cocoa to be a safe and welcoming environment to patronize and conduct business and recreate. The intent and purpose of this Program is to proactively enhance the current level of police patrol and provide a more personal level of service by providing a direct liaison between the Agency Board/Downtown community and the Cocoa Police Department. It is expected that police officers will be assigned to permanent areas of responsibility and shift details to maximize the effectiveness of the Program. Police officers will work to proactively form partnerships with residents and businesses to jointly promote crime prevention, prevent disorder and improve public safety by addressing specific issues indigenous to the Downtown Area.

DEFINITION
The term "community policing" is defined under Section 163.340(23), Florida Statutes to mean a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

ANNUAL BUDGET AND APPROPRIATIONS
The Agency Board may, at its sole discretion, annually budget and appropriate funds to implement the Program. During the Agency's annual budget adoption process, the City Manager, in consultation with the Police Chief, shall present to the Agency Board a written budget proposal for the Program. The proposal shall include a level of service (number of officers, vehicles, equipment and such other necessary law enforcement expenditures) and an annual cost estimate. The annual budget and appropriations shall be based on the annual level of service and related cost estimate approved by Agency Board and agreed to by the City of Cocoa. Nothing herein shall require the Agency Board to budget and appropriate funds for the Program.

POLICE CHIEF REPORTING TO AGENCY BOARD
The Police Chief or the Police Chief's designee will be available to attend Agency Board meetings on an as needed basis to report on the development and implementation of the Program and during the annual budget and appropriation process.

POLICE PERSONNEL AND PROGRAM SERVICES
Police personnel utilized for the Program will have responsibilities as determined by the Agency Board and Police Chief. The Program is intended to be flexible based on the law enforcement needs in the

Downtown Area. However, the following is a summary of the Program components that will be developed and fine-tuned through experience:

- The Agency Board, in consultation with the Police Chief, will be responsible for defining the geographical limits of the Downtown Area for purposes of implementing the Program.
- Develop task forces to address specific problems as issues are identified or seasonal issues present themselves including, but not limited to, crime, drug and gang activities, homelessness, nightclubs and bar early morning hours and closings, noise and other nuisances, traffic enforcement, special event issues, and quality of life problems.
- Officers assigned to serve the Program shall be in addition to the current police coverage within the Downtown Area. Assigned officers shall not be used as a substitute for regular officers currently assigned to patrol the Downtown Area.
- Officers assigned to serve the Program will work specifically assigned shift details exclusively for the Downtown Area in order to build a relationship with residents and businesses within the Downtown area.
- Officers assigned to serve the Program will not be utilized for calls outside of the Downtown Area unless an emergency situation arises as determined by the Police Chief. Assigned officers will have flexibility to adjust their work schedule and tactics to address a myriad of issues they will encounter within the Downtown Area. Tactical plans will remain fluid and Assigned officers will continuously analyze the issues and problems in the Downtown Area to ensure maximum effectiveness.
- Officers assigned to serve the Program will regularly patrol on foot, bike, ATV or other approved mobility device to provide a noticeable Downtown Area presence.
- Officers will be trained and become a “specialist” in problem solving issues that are prevalent in the Downtown Area.
- Officers assigned to serve the Program will provide outreach and education to Downtown businesses and residents with regard to crime prevention and public safety.
- Officers assigned to the Program will conduct regular patrols of Riverfront Park and Lee Wenner Park.
- Officers assigned to serve the Program may be required to provide enhanced parking enforcement within the Downtown Area and code enforcement related to vessels docking at Riverfront Park pursuant to Section 14-11 of the City Code.
- Officers will provide such other non-traditional services approved by the Agency Board and Police Chief as deemed necessary to provide enhanced law enforcement services within the Downtown Area.

CITY COUNCIL DELEGATION OF AUTHORITY

The City Council hereby delegates authority to the City Manager and Police Chief to implement the operational aspects of the Program on the City of Cocoa’s behalf and employ such personnel and resources as deemed reasonably necessary in furtherance of and consistent with this Program. The Agency Board is hereby empowered to implement the Program consistent with this Program.

CITY COUNCIL RESERVATION

The City Council hereby reserves the right to suspend or terminate the Program at any time.

During the planning and development of the 2022 Cocoa CRA Plan Update, Staff and Agency Members discussed the Community Policing Initiatives and the Agency Members directed Staff to modify the CRA Plan and bring it back before the Agency and Council for approval.

Planning and Implementation Meetings

- July 5, 2022 – Agency Members authorized Staff to amend the Plan to include enhanced Community Policing Initiatives.
- August 1, 2022 – Agency Members approved the FY2023 Budget that includes Community Policing Initiatives.
- September 6, 2022 – Special Cocoa CRA meeting to approve draft plan
- September 7, 2022 – Regular P&Z Meeting
- September 13, 2022 – Special Cocoa CRA meeting to approve the final plan
- September 27, 2022 – City Council meeting (First Reading)
- October 11, 2022 – City Council meeting (Second Reading) – Adoption

The 2008 Cocoa Waterfront Master Plan and the 2018 Waterfront Plan Update

During the development of the 2008 Cocoa Waterfront Master Plan and 2018 Cocoa CRA Waterfront Master Plan Update, a series of public workshops were held with the citizens and merchants of the City of Cocoa to assist in the development of this redevelopment plan. After each meeting, the consultants summarized the results and incorporated them into the next phase, at which time consensus was attained. The 2008 plan was approved as the Great Recession occurred and only up until the last five years has there been a renewed interest in redevelopment. Redevelopment was occurring largely around Riverfront and Lee Wenner Parks until Hurricane Irma in September 2017 destroyed all waterside amenities. The following is a summary of the workshops and the planning activities that occurred:

2008	**WATERFRONT PLAN**
May 28	Steering Committee Kick Off Meeting
June 17	Public Kickoff Workshop
June 25	Issues & Opportunities Public Workshop Part A
June 26	Issues & Opportunities Public Workshop Part B
July 29 to 31	Design & Implementation Workshop
2017-2018	**WATERFRONT PLAN UPDATE**
December 20	Public Kickoff Workshop
January 9	CRA Board Introduction
January 10	Programming Workshop
February 26	Public Review Meeting
April 10	Presentation to CRA Board
June 12	Approved Waterfront Plan Update and Directed Staff to Draft Amendments to Cocoa CRA Community Redevelopment Plan
2018	**CRA PLAN UPDATE – WORKSHOPS/MEETINGS**
August 29	Public Workshop
September 4	Special Cocoa CRA Meeting
September 10	Special Planning & Zoning Meeting
September 18	Cocoa CRA meeting to approve plan
October 10	City Council First Reading
October 24	City Council Second Reading

BACKGROUND

With the devastation to the Cocoa Waterfront brought on by Hurricane IRMA in September 2017, the Cocoa CRA Board felt compelled to work with the public to rapidly cast a new vision for the Waterfront. The loss of waterfront access and facilities had an immediate impact on the quality of life and economic vitality of Downtown Cocoa Village. The result was a 2018 Waterfront Master Plan update study which will guide the CRA and City of Cocoa in the rebuilding of existing waterfront infrastructure, the development of new amenities, and addressing waterfront resiliency. The implemented plan will result in an important social and economic center and serve as a catalyst for redevelopment activity and business growth.

PUBLIC PARTICIPATION

There was a strong community commitment to the goals of recovery, and improving waterfront access for the future, where City Council, the CRA Board, City Management, managers, consultants, and staff were committed to the full range of activities required to make public participation work and be willing to obtain and consider public input in the creation of the Plan. Extensive efforts were made to include and to survey citizens, waterfront residents, boaters, a gambit of waterfront user groups ranging from the Coast Guard Auxiliary, to Sea Scouts, other key stakeholders, and environmental organizations, representatives of waterfront agencies that are, could or would be involved. The Planning and Engineering consulting team and City Staff diligently worked together to design a public participation strategy that helped to successfully serve the need for actively engaging public participation through setting forth meaningful, clear, successful public participation with all groups concerned. This helped to build the capacity of the community to work together constructively and deal with the immediacy of the hurricane damage, solve problems, and build a stakeholder engaged plan for the future. A clear structured planning process was designed with well-defined rules of engagement about how public participation will be conducted, what questions needed to be asked, and how the decisions would be made.

As Cocoa prepares to rebuild waterfront amenities, it was deemed important to validate and refine prior ideas for the waterfront, plan for enhanced waterfront resiliency, and continue to position the waterfront as socially and economically supportive of the adjacent properties and community at large. The downtown waterfront at Cocoa Village is a vital environmental, recreational, cultural and economic asset that should be planned in concert with the broader community and CRA vision. The goals for the update were to take a high level review of the existing plan, and validate and /or refine the current community needs, interests and opportunities associated with the waterfront facilities.

The outcome is an updated set of ideas included herein for park, waterfront and boating facilities that have been identified as specific projects that have been assigned priority and conceptual budget estimates. The Cocoa CRA is prepared to continue to reinvest in its signature downtown to expand the use of the waterfront for all residents.

Five key problem takeaways were derived from participatory public meeting sessions as follows:

- Make Lee Wenner Park feel safer;
- Enhance and Promote the Environment;
- Increase Boater Access and Day boater visitations;

- Expand Landside Activities; and
- Preserve and grow the Economic Development of the Village.

Solutions took form in an updated set of ideas for park, waterfront and boating facilities that have been identified as specific projects that have been assigned priority and conceptual budget estimates included in the CRA Projects List. The Cocoa CRA is prepared to continue to reinvest in its waterfront for all residents to expand the use of its signature downtown as follows:

- A Living Breakwater
- North Mooring Facility & Pump Out Vessel and Facilities
- T Dock with mix of Fixed and Floating Piers (400')
- Dinghy Dock, Day Slips, & New Fishing Pier
- East Lee Wenner Park Island Shoreline Stabilization
- Lee Wenner Park Civic Center
- Harbor Master Building
- Lee Wenner Park Renovation
- Taylor Park Renovation
- Promenade with Overlook Viewing Areas
- Porcher House Lawn and Garden
- Support Building for Amphitheatre
- Harrison Street Streetscape

While the projects identified in the plan, are and will be highly impactful for many years, a central overlying concern/problem was resiliency. The question is how do we construct access to the waterfront, in ways that are hurricane, and storm surge resistant, aesthetic, and environmentally sound? How do we prevent and how do we protect, newly constructed projects from being washed away in the next storm, and how would we do it in a way that enhances, the marine environment? As such, there was a strong consensus that the Plan must provide for project structures, that are based upon tested, more resilient engineering designs, and made of more durable materials.

Adopted 2008 CRA Plan

2017 Hurricane Irma Damage

Waterfront Update 2018 Study Area

THE PLANNING PROCESS

The Waterfront Master Plan Update was completed between January and April, 2018. The plan included a January 10th Programming workshop with specific exercises regarding community goals for the waterfront, as well as strengths, weaknesses and opportunities for the waterfront. The Design Team used this information, as well as other technical review, to develop a draft conceptual master plan, which was reviewed in a second public meeting on February 26th. This meeting focused on draft plan ideas, and specific exercises for community response and refinement. Over 100 attendees participated in each event. Following the public meetings, the master plan and implementation projects were refined in workshop sessions with the City/CRA staff and presented to the CRA Board and approved on April 10, 2018.

The public meetings provided the design team with hundreds of comments and ideas, each of which was documented and reviewed. A set of guiding Planning Principles were developed as a way of organizing the major topics of community input:

1. **Make Lee Wenner Park Feel Safer**
    - Homeless at Lee Wenner Park
    - Lighting, Cameras and Clear Views
    - Activity at Lee Wenner Park
    - Utilize “Crime Prevention Through Environmental Design” Principles
2. **Enhance and Promote the Environment**
    - Water quality / River Outfalls
    - Clean up the FDOT relief pond
    - Education and New Forms of Access
    - Storm Protection / Protected ‘Harbor’
    - Fishing and Views at Waters’ Edge
3. **More Access: Boats and Day Visitation**
    - Day Slips and T-Dock for Smaller Vessels
    - Mooring Field and Pump-out & Dinghy Docks
    - Kayak / Canoe Opportunities
    - Potential future large ICW Dockage
    - Cocoa Waterfront as ICW ‘Destination’
    - Harbor Master and Concession Building
4. **Expand Landside Activities**
    - Continue to Support Large Events
    - New Gathering / Small Event Spaces
    - Walking and Biking Linkages
    - Maintain Quiet / Respite Spots

- Find spot for a Dog Park
- Maintain Amphitheater and Taylor Park

5. Economic Development

- Quality waterfront enhances City
- Tourism and 'events' build business
- A new Civic Center might support community needs, create new waterfront / water-based activity and a new 'address' for downtown development.

The Waterfront Master Plan identifies specific projects and ideas based upon the Community Input, Planning Principles and post-IRMA reconstruction needs. The plan includes several fundamentally new ideas for Cocoa's Waterfront:

1) Diversified boating access, with increased day slips, dinghy docks and large vessel tie up via more resilient floating docks and concrete peers.

2) Managed mooring field with support facilities, including harbor master building, pump out and boater services.

3) Relocated civic center to take advantage of the waterfront and diversify the use of Lee Wenner Park.

4) Re-imagined promenade to include overlooks and strolling and seating experience, but not to replace the old structures over water.

5) Opening the waterfront to Delannoy Ave by relocating the existing Civic Center.

The plan includes other features and details best reviewed in the project presentation documents.

City of Cocoa
Waterfront Conceptual Master Plan

April 09, 2018

LEGEND:

Waterfront Improvements
1. Living Breakwater
2. North Mooring Facility + Pump Out vessel & facilities
3. T Dock with mix of fixed and floating piers + 100' extension. Include floating piers + concrete construction
4. Dinghy Dock
5. Day Slips
6. New Fishing Pier, East Lee Wenner Island
7. Shoreline Stabilization

Lee Wenner Improvements
1. Civic Building
2. Harbor Master Building
3. Lee Wenner Park Renovation

Downtown Park Improvements
1. Taylor Park Renovation
2. Promenade
3. Overlooks
4. Porcher House Lawn + Garden
5. Support Building for Amphitheater
6. Harrison Street Streetscape

VISION AND VISUALIZATION

VISION : OPENING RIVERFRONT PARK TO COCOA VILLAGE

The community recognizes that the current Civic Center (former downtown Library) is reaching the end of its' useful life. If the Civic Center was removed, the Porcher House, Riverfront Park, Amphitheater and waterfront views would all be opened and featured to Cocoa Village in a more dramatic, accessible way. This would also create a more attractive 'address' for nearby redevelopment property in the Village, as well as expand the use of the park for all the residents of Cocoa.

VISION : NEW CIVIC CENTER AT LEE WENNER PARK

The community is interested in the possibility of locating a new Civic Center at Lee Wenner Park to gather and celebrate the waterfront in a more proximate manner than is currently possible. Further, locating this type of community use would diversify the function of the park to support a wider array of boating, recreation, and community activities – making the park more relevant, safe and useful for all the residents of Cocoa.

High, Medium, and Low Priority Projects

HIGH PRIORITY PROJECTS

A. Waterfront Projects
Dinghy Docks
T-Dock and Extension
Day Slips
New Fishing Pier, East Lee Wenner Park
Shoreline Stabilization
**The City is reconstructing the facilities through grants, etc. as they existed prior to Hurricane Irma. The CRA will fund enhancements.*

B. Historic Cocoa Village
New Civic Center
Lee Wenner Park Renovations **
***Agreement attached as an Appendix*
Promenade Reconstruction
Promenade Overlooks
Support Building for Amphitheatre
Identify Gateway Locations and Develop Wayfinding Package
6 Forrest Avenue Entrance Features
Gateways and Signage

C. Uptown District
Street and Sidewalk Improvement Program
Landscape Standards
Signage Regulations
Land Use Provisions

D. Streets
Municipal Parking/Shared Parking Facilities/ Additional On Street Parking
Street Tree Program
Streetscape Reconstruction

E. Catalyst Mixed Use Redevelopment Sites
Redevelopment of 603 Brevard Avenue
Redevelopment of 915 Florida Avenue

F. The Heart of Cocoa
Creation of Workforce Housing
Façade Grant Program
Paint Program

MEDIUM PRIORITY PROJECTS

A. Waterfront Projects
North Mooring Facility and Pump Out vessel & facilities

B. Lee Wenner Park
Harbor Master Building
Porcher House Lawn and Garden

C. State Road 520 Corridor
King Street and Willard Street Improvements-Option A
Improve Intersections at King/Brevard & Willard/Brevard Streets
Promote Vehicular Cross Access from King or Willard Streets

D. Streets
Rosa L. Jones Blvd. Traffic Circle
Two Way Street Conversion
Loading Zones in Village

E. Catalyst Mixed Use Redevelopment Sites
Bank of America Site
Suntrust Bank Site

LOW PRIORITY PROJECTS

A. Waterfront Projects
Living Breakwater

B. Park Projects
Large Vessel Docking Pier
Taylor Park Renovation
Harrison Street Streetscape

D. Uptown District
Mixed Use Residential Infill

E. The Heart of Cocoa
Catalyst Park Site

F. State Road 520 Corridor
King Street and Willard Street Improvements Option B
Two Way Access to Riveredge Dr./SR 520

Environmental Quality

The essential premise behind the Community Redevelopment Plan is to formulate a program which will enhance the overall quality of life in the CRA. Through the provision of public infrastructure improvements

and the encouragement of private sector restorations and reconstructions of commercial and residential structures, this plan shall have a positive impact upon the quality of the environment of the boundaries of the community redevelopment area. The plan will ensure that all commercial and dwelling units comply with the standards for safe, decent and sanitary human occupancy, thereby encouraging pride in the community. Furthermore, through the encouragement and creation of additional opportunities for employment, it will foster a positive economic impact on the blighted and economically disadvantage areas of the City, including the Heart of Cocoa Neighborhood.

Crime Prevention

Several portions of Chapter 163, Florida Statutes, encourage the development and support of community policing initiatives within the CRA. Community policing involves the face-to-face interaction of law enforcement officers with neighborhood residents and businesses in order to involve the community in identifying problem areas and assisting with the police effort. Crime prevention and community policing programs, such as Crime Prevention Through Environmental Design (CPTED), will become an important component of the area's civic support system. CPTED is based upon the theory that the proper design and effective use of the built environment can reduce crime, reduce the fear of crime, and improve the quality of life. Built environment implementations of CPTED seek to dissuade offenders from committing crimes by manipulating the built environment in which those crimes proceed from or occur. The three most common built environment strategies are natural surveillance, natural access control and natural territorial reinforcement. Community policing is a proven method to help increase the sense of security, possibly resulting in increased investment. Experience with community policing efforts shows that it takes a period of years for local law enforcement to establish the community bonds and contacts needed to form the foundation of community policing. The issue of safety and security in the area is considered a priority.

Urban Design Improvements

In 2008, the City of Cocoa commissioned Glatting Jackson Kercher Anglin to prepare a master plan and implementation strategy for the Cocoa RDA with particular focus on improving the activity of the waterfront and connectivity to it. Key elements of the 2008 Waterfront Masterplan, are included herein. Four general waterfront objectives were established at the outset of the project:

1. Connect the riverfront boardwalk along the river
2. Enlarge the "T-Dock" to accommodate larger vessels
3. Establish boat mooring fields adjacent to the Cocoa Village waterfront
4. Connect Cocoa Village to the river

Community Vision

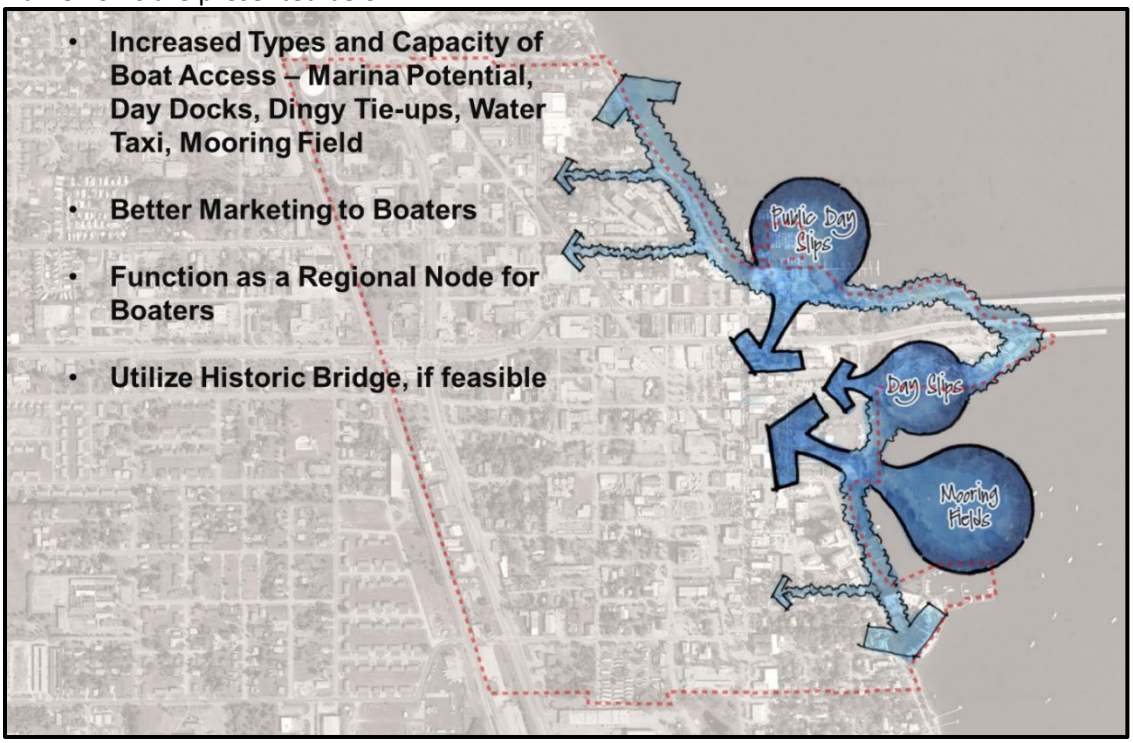
The four stated waterfront objectives became the springboard for a comprehensive discussion on urban design and redevelopment of Cocoa Village and its context. As a result of community input during the

early stages of the project, the following objectives broadened the study to include the balance of the Cocoa RDA District and articulated the community's vision for the future:

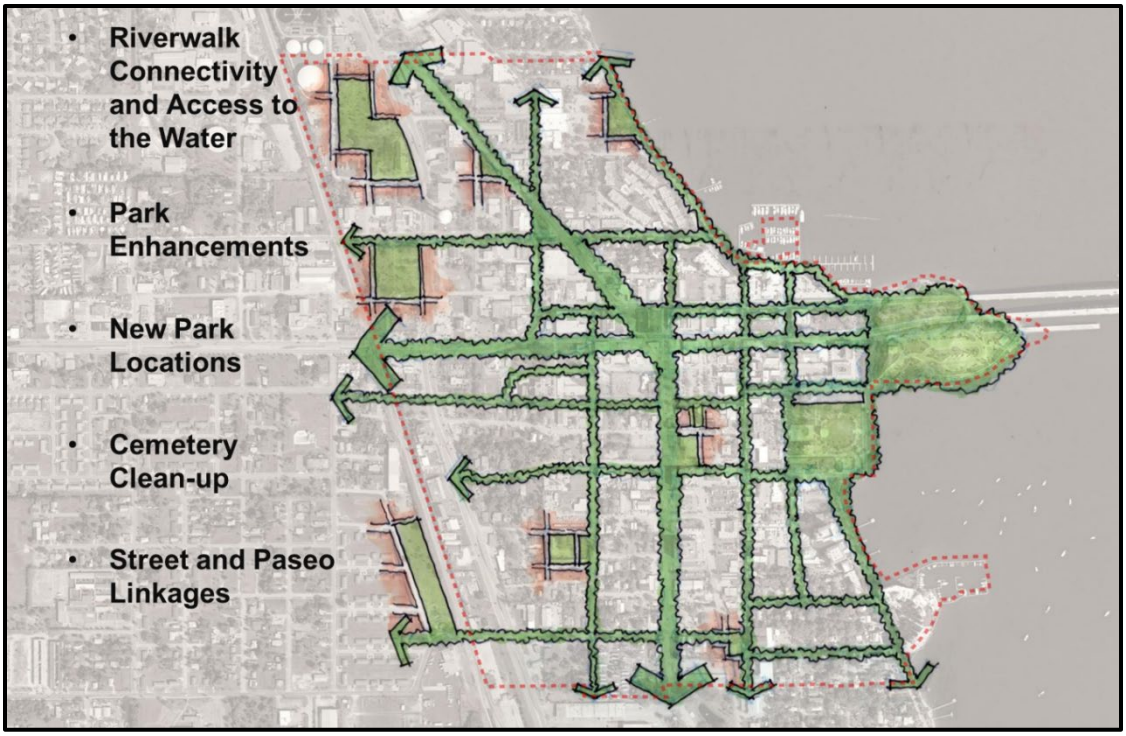
1. Enhance downtown vibrancy and sustainability by increasing opportunities for mixed-use residential development in the RDA.
2. Strengthen the identity of Cocoa Village through improved gateways, internal wayfinding, and branding downtown Cocoa.
3. Improve pedestrian walkability and livability of streets within the district, particularly the major arterials that bisect and border the RDA district such as State Road 520 and US 1.
4. Improve boater accessibility to Cocoa Village and improve connectivity of open spaces along the riverfront.
5. Build upon the existing artistic, cultural, and historic assets of Cocoa Village by re-introducing past traditions and promoting new community events.
6. Improve the appearance and image of the community by addressing derelict properties, improving controls on noxious aesthetics, and creating a more consistent appearance and quality.
7. Improve the success of business downtown by uniting merchants and creating shared standards of retailing.

Planning Principles and Design Frameworks

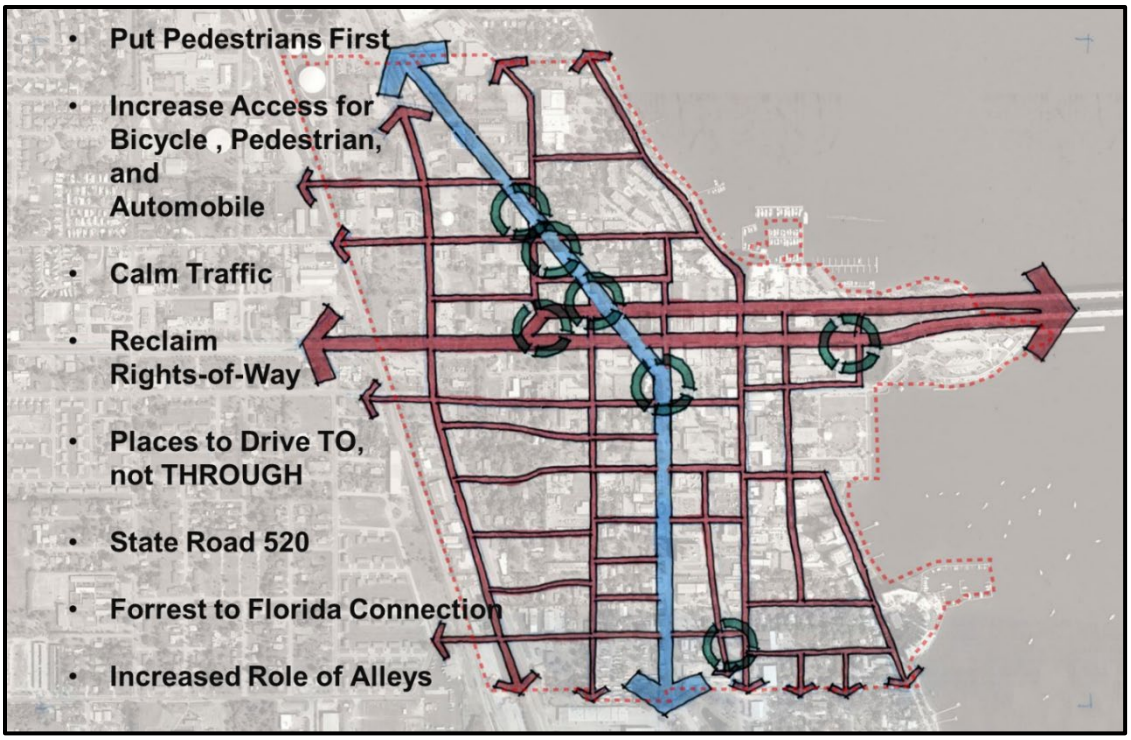
As part of the Public Issues and Opportunities Workshop, the community stakeholders established the following six (6) frameworks to improve the local and regional allure of the Cocoa Village waterfront and downtown vicinity by enhancing pedestrian connectivity, boater access, public identity, and diversity of development within the Cocoa CRA. Glatting Jackson and the steering committee developed the following Design Framework to lead design recommendations and proposed improvements. Each of the frameworks are presented below:



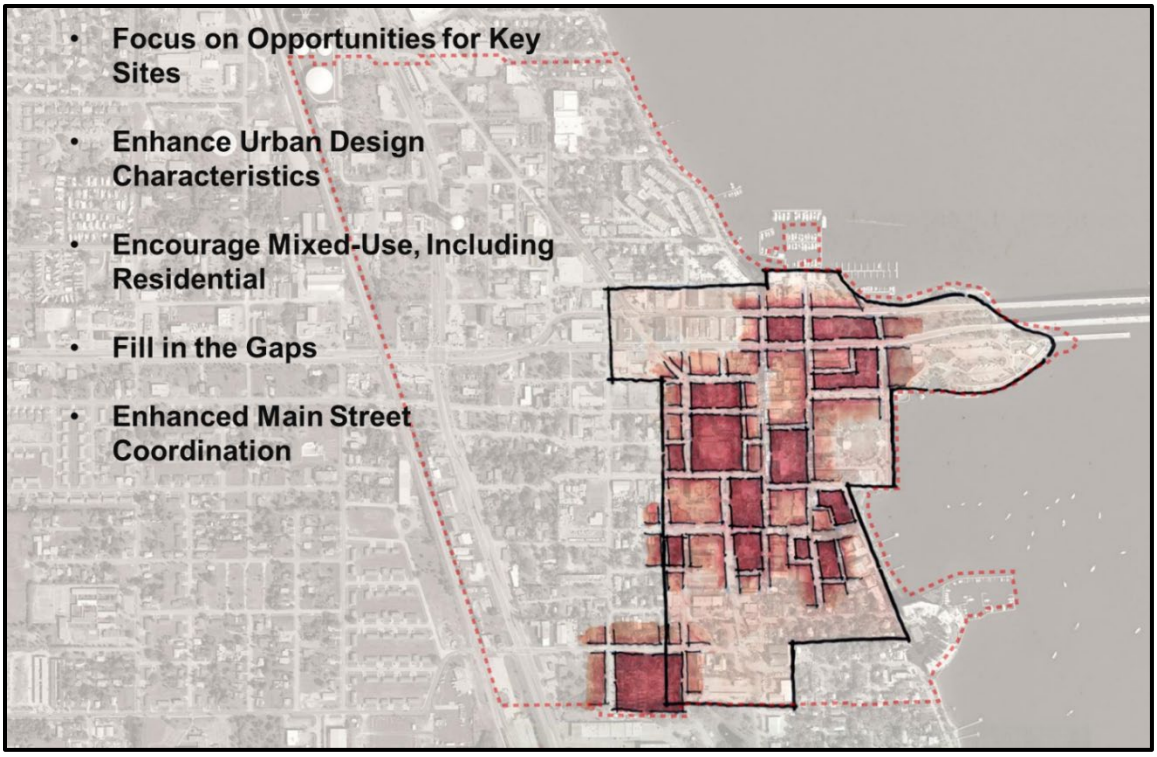
Framework II - *Enhance and Connect Open Space*



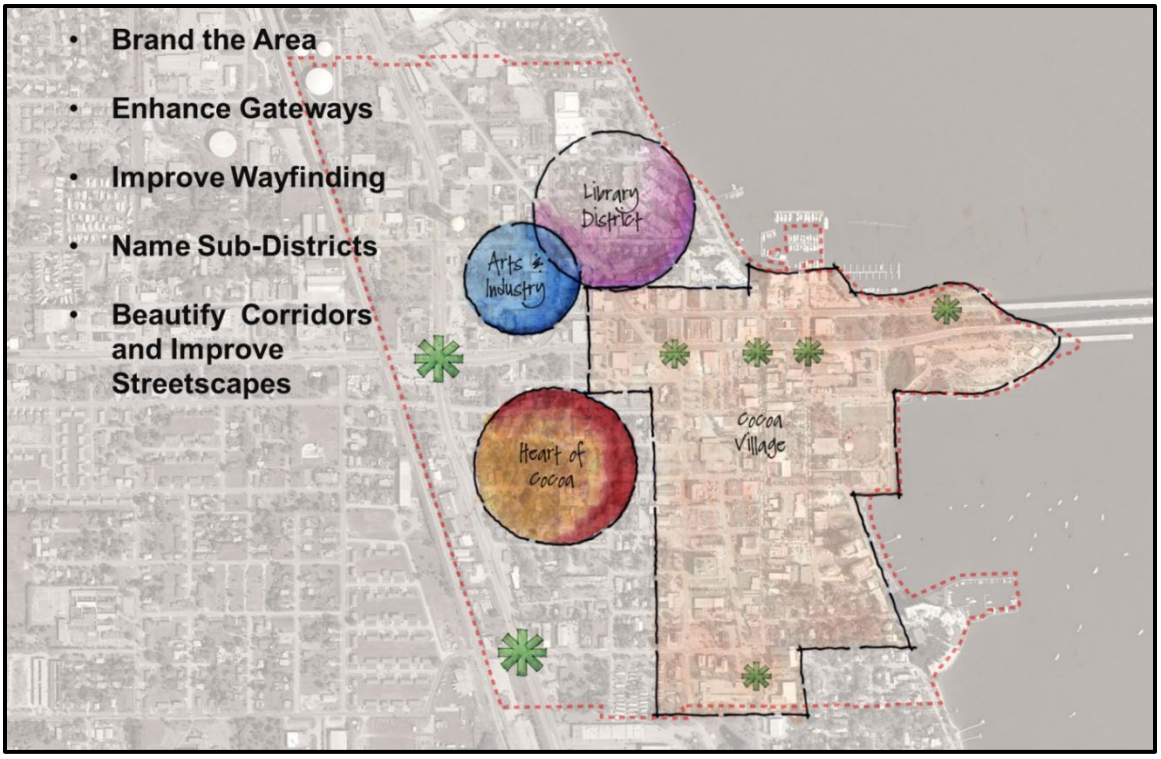
Framework III - *Livable Approach to Streets and Traffic*



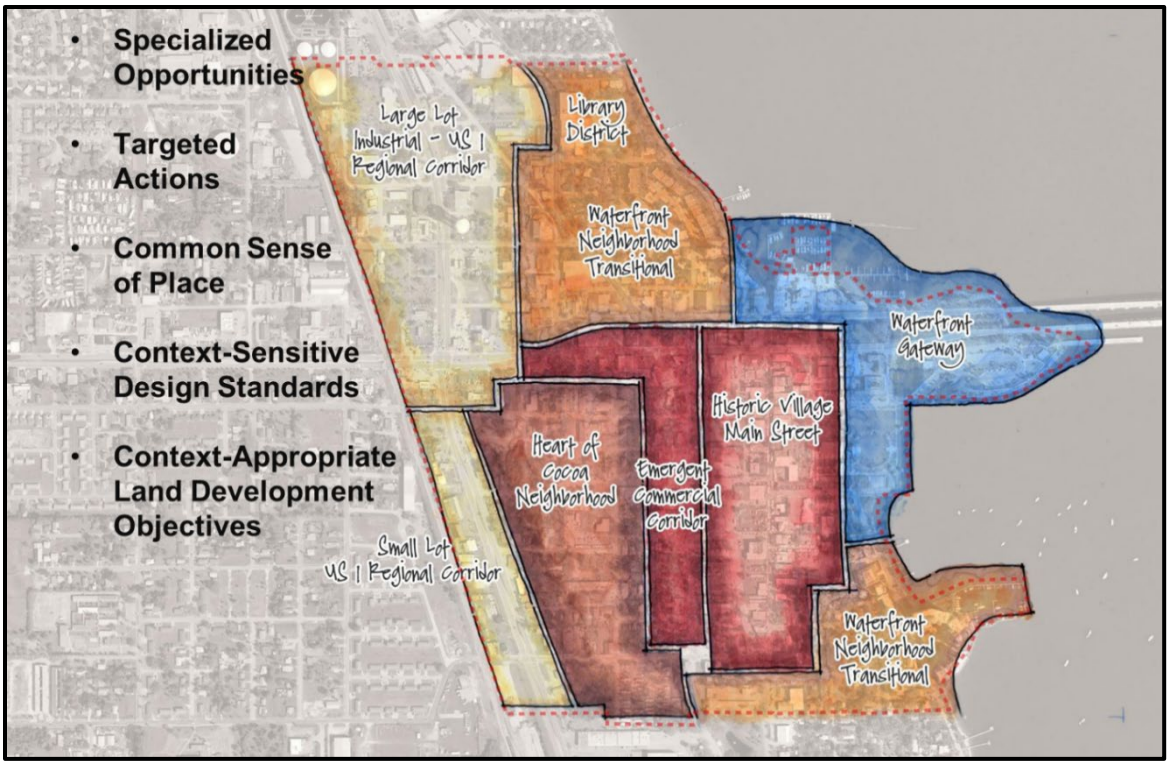
Framework IV - *Expand Main Street District-Wide*



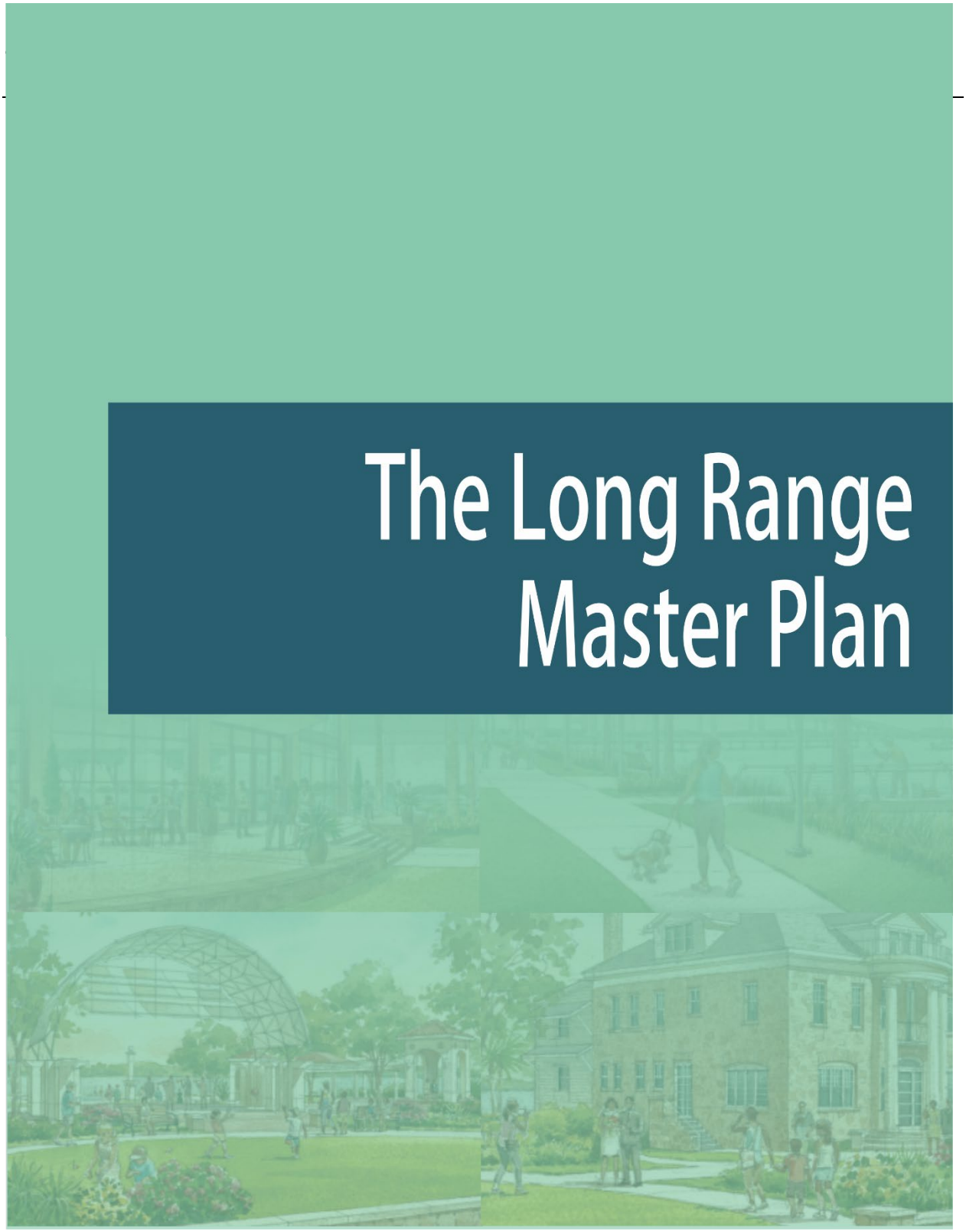
Framework V - *Enhance the Village Arts Image*



Framework VI - *Enhance the Sub-Districts*



PART IV



Long Range Land Use Concept Plan

OVERVIEW

The Long-Range Master Land Use Plan was developed as a guideline for promoting the sound development and redevelopment of the properties in the Cocoa Redevelopment Area. The plan should be updated and revised based upon changes in the economy, public concerns, and private development proposals. The plan seeks to translate economic development strategies into a physical form with minimal impact to natural and cultural resources. The significant aspects of the plan are listed below.

- The plan locates where the major economic base land uses (industrial / office / commercial) should be in order to best attract prospective businesses, and at the same time be well integrated into the desired future transportation and land-use patterns.

- The plan locates and plans for a transportation system that can accommodate the future growth patterns without costly retro-fit and renovation widening projects.

- The plan allocates areas of residential densities that: work with the loading of future roadway networks; are compatible with the existing community structures of each area; are respectful and compatible with adjacent land-uses; minimizes commuting distances and reinforces future public transportation options, offers a diverse range of housing opportunities for all income ranges and lifestyles.

- The plan locates commercial sites based upon expected market demands and reasonable residential service areas.

- The plan provides for the location and size of parcels of land to be set aside for schools, parks, and other community services. This eliminates the costly and awkward approach of having to retrofit these essential amenities later.

- The plan provides a tool for the RDA to promote economic development by showing prospective corporate entities locations of parcels that have been set aside for their purpose, thereby reducing the developers risk and permitting hurdles when coming to the community.

- The plan provides a holistic means for the RDA to guide the approvals of new developments based upon an agreed upon strategy.

- The plan allows the RDA to make capital improvements projections based upon known future public project needs, demands, and proposed locations.

COCOA VILLAGE

While already a strong center of the community, the Village requires improved visual and physical accessibility and a strategic plan for revitalizing under-utilized private properties. The major initiatives recommended include a focus on public infrastructure and private development incentives. Enhancement to wayfinding and signage is desired along the periphery of Cocoa Village. Currently, there are minimal signs and gateways elements that announce the entry points into the Village. Identification of key gateway locations on the periphery of the Village, acquisition of easements from property owners and gateway architecture and development of a signage/wayfinding package are recommended. In addition, conversion of one-way streets to two-way and streetscape improvement for aging streets are recommended. Significant redevelopment opportunities exist at several sites in the Village, including Bank of America, the former City Hall and Sun Trust Bank sites.

The Cocoa Village historic commercial area could be visually and spatially one of the finest in the state of Florida. Clearly, this asset needs to be stabilized economically and preserved and enhanced visually in order to maintain it as the thematic heart and soul of the City. The historic character of this part of the City should always set the tone for the quality of life draw for the City's future growth and development. The CRA needs to continue with the remarkable strides it has made over the past few years to maintain the character of the area.

From a land use standpoint, the redevelopment strategy for this area should be to encourage the in-fill of vacant buildings and sites with new retail commercial businesses that are compatible with the historic boutique specialty shops that already exist in the area. The architecture of these buildings should be historic Cocoa in nature and be built on the ROW with new setbacks; similar to the older historic buildings. An effort should be made to encourage the occupancy of the second floor space with residential and office uses. This goal should be encouraged for both existing as well as new in-fill buildings.

The CRA needs to continue to promote the village as an activity center and provide assistance to the existing businesses in the area of marketing, product venues and display, façade renovations, etc. An on-going recruitment program needs to be in place to continually bring in "specialty or boutique" retailers into the downtown. The synergy that is developed by creating a concentration of quality, one-of-a-kind merchandisers into the village will help everyone.

The properties between Florida Avenue and Brevard Avenue are situated on top of the old dune formation along the river. This local high point was utilized for the old railroad spur and the old Dixie Highway Alignment due to its high and dry condition. This same condition of high elevation also makes it ideal for the future location of multi-story buildings. Multi-storied buildings would have magnificent views toward the water looking out over the village below. As the market continues to become receptive and attractive, these sites should eventually be redeveloped into mixed-use office buildings or residential condominiums. In either case, they should have retail space on the ground level to be oriented toward either Brevard Avenue or Florida Avenue. These existing sites are currently occupied by the telephone and power company. These are uses that are extremely difficult to relocate.

In addition to relocating utility companies, as previously mentioned overhead utilities, managing stormwater, inadequate lot sizes, and several properties determined to be environmentally constrained

as they are contaminated or suffer from the perception of contamination, all pose challenges to redevelopment. For these reasons, this is a long range proposal.

Gateways and Signage

Along the periphery of Cocoa Village, enhancement to wayfinding and signage is desired. Currently, there are minimal signs and gateways elements that announce the entry points into the Village. The CRA should identify key gateway locations on the periphery of the Village and acquire easements from property owners and design gateway architecture and develop a signage/wayfinding package.

Streets

Two major ideas that precipitated from the Design Workshop were conversion of one-way streets to two- way and streetscape improvement for aging streets. Recommended programs and capital projects include:

1 Existing one-way condition on Brevard Ave. Motorists use two lanes as one; rarely is the second lane utilized for thru traffic

- Two-Way Street Conversion: Initiate a transportation study for two-way conversion of one-way streets: Brevard Ave., Delannoy Ave., Oleander St., River Edge Blvd., and Brevard Court, including the overall traffic network for the entire Village.

2 Potential Cocoa Village designated loading zones showing loading/unloading point and service area (yellow halo)

- Traffic Circle: Redesign Rosa L. Jones Boulevard Traffic Circle as a true square with a gateway park.
- Two-Way Access to River Edge Blvd./SR 520: Study the feasibility of a traffic signal and two-way access to/from River Edge Boulevard to east and west bound SR 520.
- Streetscape Reconstruction: Initiate streetscape reconstruction projects for Brevard Ave. and Delannoy Ave. – refurbishing the corridor of Rosa L. Jones Boulevard.
- Street Tree Program: Consider a Village-wide street tree program for installing new and replacing failing trees.
- Loading Zones in the Village: Designated loading zones on alleys and side streets for deliveries during peak hours to relieve retail streets from congestion by large trucks. Explore the possibility of adding ride-sharing sites to the loading zones.

Catalyst Mixed-Use Development Sites

As the real estate market continues to express interest in the Cocoa CRA, assessing the existing building occupancy in Cocoa Village and determining which sites are best positioned to redevelop as market conditions improve is recommended. There are several key development sites that are currently under-utilized due to outdated land use or building design and the following suggestions resulted:

- 603 Brevard Avenue (former City Hall site): Study site development options and potential public/private development venture on the former City Hall site at the corner of Factory Street and Brevard Avenue.

- 430 Brevard Avenue (former Bank of America site): Determine status of potential time frame for redevelopment of the property and utilize former development studies as the basis for attracting developers to consider the parcel at the corner of Church Street and Brevard Avenue.

- 100 Delannoy Avenue (former branch office of SunTrust Bank): SunTrust consolidated and redeveloped its branch office on its former drive-thru site and sold the former branch office site. Work with the current property owners to determine highest and best use for the site.

HEART OF COCOA

The Heart of Cocoa neighborhood (HCN) has tremendous historical significance to the City of Cocoa especially the African-American community. The City and the CRA have made a substantial financial investments in the HCN and has adopted policies and programs in furtherance of the Federal Consent Decree. The City has taken enforcement action against property owners and tenants when such actions are warranted to preserve the residential and historical character of the HCN. Private investment in the HCN has not been as significant as projected. New private and public investment projects have recently materialized on properties adjacent to and near the HCN. City staff is optimistic the proposed redevelopment projects will serve as the catalyst for future private investment within the HCN. The City and CRA continue to affirmatively embrace and enforce the provisions of the Substitute Consent Decree as it serves as the instrument to maintain the residential and historical character of the HCN.

The Substitute Consent Decree

Due to a previous federal lawsuit in which the City and CRA were defendants, the Heart of Cocoa area is a subject to an original federal consent decree which was substituted with a revised Substitute Consent Decree. The Substitute Consent Decree was prepared approved by the Federal District Court on January 28, 2009. The City and the CRA are parties to the Substitute Consent Decree, and the terms and conditions of the Substitute Consent Decree is binding upon the City and CRA. The Substitute Consent Decree entirely replaced the original Federal Consent Decree and rendering the original Consent Decree obsolete. Critical provision of the Substitute Consent Decree which will preserve and enhance the residential character of the Heart of Cocoa neighborhood, as well as facilitate redevelopment include:

1. Zoning. The City will maintain the low-density residential character of the HCN; encourage voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed-use developments, while preserving existing uses as provided by law. Further, the City will encourage production and development of affordable houses by the private sector in the HCN.

2. CRA's Redevelopment Plan. The City and CRA will generally support a variety of housing initiatives in the HCN. For example, through the CRA's Redevelopment Plan, the CRA and City shall continue to support applications for Section 8 housing certificates, vouchers, and other rental housing

programs. The City will support programs for improving rental housing, infill housing, new construction of affordable housing to low and low to moderate income persons in the HCN. The City will make affirmative efforts to promote the use of rental assistance in conjunction with rental rehabilitation units to members of the plaintiffs' class who are low income renters and to take other appropriate measures. The City and CRA shall continue to support the development of new single-family residences in the HCN for low and low to moderate income families and to support. The City and the CRA may also enhance the residential character of neighborhood amenities within the HCN by supporting appropriate neighborhood commercial uses within the HCN and along the outermost perimeter of the HCN and adjacent to Florida Avenue, US Highway 1, or Rosa L. Jones Blvd.

3.

Redevelopment Goals and Objectives

In pursuit of accomplishing substantial improvements in the CRA, the following goals and objectives were established based on community input and approval. They provide the framework and general guidelines needed to direct decision making that will enable redevelopment activities that are consistent with the primary intentions of the community.

REDEVELOPMENT ADMINISTRATION

Goal I

Utilize the administrative and financial mechanisms necessary to achieve the goals and objectives of the Cocoa Redevelopment Plan as amended.

Objectives

1. The CRA should provide funding for staff and operational support for agency activities while concentrating tax increment revenues for funding capital improvements and other programs as approved in the Redevelopment Plan as amended and to leverage those revenues through grants, loans, or other financial mechanisms to expedite the completion of projects.

2. Enable the CRA to oversee the redevelopment planning process and to develop the appropriate strategies and policies necessary to implement the plan.

3. Promote effective communication and a cohesive, cooperative spirit among the various public and private leaders in the CRA using the talents of existing civic and merchant organizations and committees.

4. Utilize the above civic talents in conjunction with the Cocoa Main Street Program and Historic Cocoa Village Association to initiate desirable special events activities, to develop and implement sound marketing and promotion strategies and undertake public space improvement projects.

5. Ensure the provision of suitable public information services concerning all aspects of the redevelopment program through all forms of media, as well as neighborhood, merchant, and civic organization meetings.

6. Ensure the public of an on-going community communication process whereby the community is able to be involved in the development of new CRA policies and initiatives through public workshops and regular CRA board meetings.

REDEVELOPMENT POLICY

Goal II

Eliminate slum and blight conditions, which constitute an economic and social liability as defined by Florida Statute 163, in the redevelopment area.

Objectives

1. Eliminate dilapidated and unsafe structures through the continuation of the City's Demolition Program, where it is deemed appropriate.

2. Encourage the repair of existing substandard structures through enforcement of the City's Codes and the provision of financial incentives for rehabilitation and facade improvements, if possible.

3. Eliminate unsanitary and unsightly outside storage conditions through proactive code enforcement and revisions to the City's Zoning Codes.

4. Eliminate nonconforming uses that detract from the character of the community hindering investment opportunities through negotiation, acquisition, exchange, transfer of development rights, zoning changes or any other available means assuming the property owner voluntarily consents.

5. In cooperation with property owners, encourage the consolidation of nonconforming parcels of land into parcels of adequate size to accommodate new construction encouraging stable growth in those areas deemed appropriate.

6. Through successful implementation of projects and programs as described in the Redevelopment Plan, as amended, increase the tax base to generate additional revenue for the CRA.

Goal III

Prevent the future occurrence of slum and blight.

Objectives

1. As warranted, work with the Planning & Zoning staff, Planning and Zoning Board, and the City Council to revise the zoning classifications and the land development regulations within the redevelopment district based on the adopted overlay district to encourage a high degree of design and development standards for new construction and rehabilitation. Ensure that new development consists of appropriate land uses that will stabilize and enhance the overall quality of life of the area in order to achieve the desires and interests of its residents and property owners.

2. Work with the City's Community Services Department to formulate economic development strategies for the district that will ensure future economic stability and incorporate those strategies in this plan.

3. Create programs for development, rehabilitation, financial or other economic incentives to facilitate new investment in the redevelopment district thereby increasing the tax base.

Goal IV

Encourage the acquisition, demolition, and reuse of those properties, which, by virtue of their location, condition, or value no longer function at their highest potential economic use and are currently depressing the value and viability of the uses in the near vicinity to them.

Objectives

1. Identify and cooperate with those property owners within areas designated for potential redevelopment projects to encourage their willingness to participate in those projects in a way that best benefits their personal interests as well as the public good.

2. Encourage partnerships among the property owners, the private sector and the public sector in order to implement proposed redevelopment projects which will achieve public goals.

3. Facilitate redevelopment transitions by developing appropriate relocation plans sensitive to the needs of those whose properties will undergo reuse activities.

4. Work creatively to provide incentives for private sector participation in redevelopment projects and programs, such as a Facade Grant Program.

ECONOMIC DEVELOPMENT

Goal V

Maintain the unique and positive character of the sub-districts while promoting economic vitality of each.

Objectives

1. Establish public/private partnerships for redeveloping sites.

2. Improve the investment image of the CRA and utilize selected public actions to stimulate private investment.

3. Make the redevelopment area competitive with major activity centers in Brevard County while maintaining its unique character.

4. Expand the economic base of the district retaining existing jobs while creating new diverse employment opportunities.

5. Create investment opportunities which will increase the tax base thereby generating additional revenues to finance actions which support CRA goals.

6. Encourage the development of businesses in the area that are competitive in the region and encourage consumers to "buy local".

Goal VI

Market the CRA as a major destination point in the Central Florida Region.

Objectives

1. Promote the CRA as the center of the City's unique economic activities and market its assets.

2. Work to ensure sufficient funding for marketing that may include national campaigns as well as local and regional promotional efforts.

3. Maximize marketing opportunities in conjunction with other promotional organizations such as the Tourism Development Council and Historic Cocoa Village Association.

4. Project the image of the redevelopment area as a safe and exciting place to go while encouraging both business and family-oriented patronage.

5. Promote the redevelopment area as a unique center of activities that include a full range of commercial, office, institutional, community, residential, and neighborhood service facilities as well as the Cocoa Village Playhouse, arts and entertainment.

FUTURE LAND USE

Goal VII

Establish a land use pattern that reflects the CRA as a total community of diversified interests and activities while promoting compatibility and harmonious land-use relationships.

Objectives

1. Promote and locate strategic land use activities of regional importance, such as museums, within the CRA to attract visitors to the area and capture additional market opportunities, while reinforcing the unique character of the CRA.

2. Develop land uses and patterns that compliment and strengthen existing activity centers such as the waterfront and Cocoa Village providing linkages between those areas and proposed redevelopment projects.

3. Formulate future land use strategies on the premise of sound market analysis and demographic research.

Goal VIII

Encourage innovation in land planning and site development techniques.

Objectives

1. Work with the City and Planning and Zoning Board to include Mixed Use Developments within the Cocoa Overlay District, where appropriate.

2. Work with the City and Planning and Zoning Staff in the development of performance standards to be used within the CRA which will provide incentives and/or bonuses for developer proposals that provide for creative design and amenities.

3. Achieve the on-site mixing of residential and commercial uses in appropriate locations as determined by the community.

4. The CRA will promote mixed-use development patterns in new projects to provide greater diversity of use in close proximity of one another to promote reduced dependence on automobiles, and increased use of pedestrian and bicycle travel.

Goal IX

Provide aesthetic improvements and way-finding measures to increase the sense of community identity.

Objectives

1. Sign regulations should address the size, type, location, and amount of signage for the purpose of minimizing visual clutter, enhancing community character, and maximizing the flow of clear information to pedestrian and automotive traffic.

2. Develop sign regulations and standard design guidelines for store frontages and establish programs that provide incentives for voluntary compliance with new construction and retrofitting of existing signs and structures, where financially feasible.

3. When undertaking streetscape improvements, new private construction, and building rehabilitation, place utility lines underground where it is financially feasible to improve visual qualities.

4. Utilize a variety of beautification techniques to provide comfortable, pleasing, and healthful work, leisure, residential, and shopping environments.

5. Develop urban site design, landscape design, and architectural design guidelines for new and redevelopment projects.

6. Prepare landscaping, streetscaping, and lighting plans for public spaces to strengthen the historic character of the CRA and encourage the use of these features when negotiating private sector development plans.

Goal X

Make the protection of the historic character of the CRA a priority in all development activities.

Objectives

1. Encourage the retention and preservation of landmarks and historically significant structures.

2. Encourage the continued identification, analysis, and preservation of the CRA's historical resources.

3. Make property owners and investors aware of the tax inducements available as an incentive for restoring historical buildings for practical use.

TRANSPORTATION

Goal XI

Create a safe efficient traffic circulation system which provides sufficient access by all modes of transportation between activity centers within the CRA and the balance of the community.

Objectives

1. Assess existing traffic patterns and pursue any automotive transportation improvements, which may include vacating right of ways, redistribution of traffic, roadway realignment, directional changes in traffic flow, and other measures which will increase traffic capacity and traveling convenience.

2. Create a parking system to support existing activities as well as increased demands as new development occurs in the CRA taking into consideration quantity, location, and design of such facilities.

3. Minimize the impacts of increased traffic and activity levels in residential areas.

4. Provide adequate loading and unloading zones for goods with minimum disruption of through-traffic.

5. Work with area wide mass transit providers including SCAT, taxi services, real time sharing, other modes of transit, and shuttles to encourage the expansion of an efficient mass transportation system.

6. Create a safe, secure, appealing, and efficient pedestrian system linking all major activity centers, parking facilities, and other interchange points.

7. Encourage pedestrian and bicycle pathways through the CRA appropriately designed and separated from auto circulation for safety purposes to be used as positive tools to improve the areas environment through the use of landscaping and other visual treatments.

8. Take advantage of the waterfront in pursuit of less conventional modes of transportation such as dingy docks, day slips and a T-Dock.

9. Support the redevelopment of the former FEC Railway passenger station site at US 1 and Rosa Jones Blvd. to a possible All Aboard Florida Brightline Tier 2 Station.

Goal XII

The CRA shall support the development of parking strategies to support the transportation goals.

Objectives

1. The CRA shall encourage the City to seek a public-private partnership to help establish a multi-use, multi-level parking facility, if needed, to reduce traffic congestion and increase pedestrian safety, reduce the amount of surface parking lots and increase green space within the Central Business District.

HOUSING

Goal XIII

Encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the CRA.

Objectives

1. Identify and encourage areas where private interests can develop housing and the necessary support infrastructure in the CRA.

2. The CRA shall continue to utilize local government partnerships with the private sector in order to improve the efficiency and expand the capacity of the housing delivery system.

3. The City shall promote mixed-use developments that include provisions for a wide variety of housing types and price ranges.

4. Encourage and incentivize home ownership opportunities, especially within the Heart of Cocoa.

5. Housing designated as historically significant by virtue of architecture, social significance, or ethnic heritage will continue to be identified and continue to be preserved and protected, and if possible, maintained for residential uses.

PUBLIC FACILITIES AND SERVICES

Goal XIV

Provide necessary public facilities at acceptable levels of service to accommodate existing needs as well as new demands as proposed development occurs within the CRA.

Objectives

1. Work with all appropriate government and private utilities to ensure the provision of adequate services including electricity, telecommunications, cable television, water, stormwater, sanitary sewer, gas, and solid waste.

2. Work with the City's solid waste service provider to improve garbage and recyclable pick-up and removal within the redevelopment area, increasing the level of service, providing convenient locations for disposal and increased services during special events.

3. Strategically locate well designed public restrooms that retain the historical architectural features throughout the redevelopment area providing sufficient stalls for daily use as well as during special events.

4. Encourage the stabilization of neighborhoods within the CRA and maintain the quality of existing neighborhoods, by upgrading the supporting infrastructure and facilities, including paved public road access; stormwater management facilities and flood protection; wastewater disposal facilities; potable water facilities; solid waste collection service; electric utility service; and by protecting natural and historic resources.

COASTAL

Goal XV

The natural resources of the City's CRA coastal planning area shall be preserved, protected or enhanced to provide the highest possible water quality, habitat for fish and wildlife and use for public recreation.

Objectives

1. The CRA shall preserve and protect the environmental quality of estuarine environments by limiting specific impacts and cumulative impacts of development or redevelopment.

2. The CRA shall continue to promote appropriate land uses along the Indian River Lagoon consistent with the public need, while protecting natural resources.

3. The use of public funds for infrastructure improvements which subsidize increased development in the Coastal High-Hazard Area (CHHA) will be restricted to those projects which restore or enhance natural resources and/or part of the Cocoa CRA Plan.

4. The CRA shall continue to coordinate with other coastal cities and Brevard County to investigate and implement equitable measures to promote the provision or funding of public access ways to the Indian River Lagoon by new development.

5. The CRA shall cooperate with and assist St. John's River Water Management District (SJRWMD) and the Department of Environmental Protection (DEP) to continue to protect or restore the aquatic vegetation including, but not limited to, aquatic weed control, restoration or creation of aquatic grass beds or shoreline restoration. In addition, the CRA will protect the diversity of submerged and emergent aquatic vegetation and fish species as well as the quality of fresh water (estuarine), found in the Indian River within the zone between the Cocoa shoreline and the lntracoastal Waterway.

6. The CRA shall not encourage or promote shoreline development activities that would destroy or degrade the function of estuarine shoreline or deep water habitat.

RECREATION AND OPEN SPACE

Goal XVI

Establish parks, recreation, open space, and beautification efforts to create an identifiable character for the redevelopment area which will reflect a pleasant appealing atmosphere for working, shopping, touring, and residing in the district.

Objectives

1. Expand park and recreational opportunities as a means to leverage private sector development plans when deemed appropriate.

2. Seek parks, waterfront and open space grant funding when possible to leverage tax increment revenues to accomplish stated goals.

3. The CRA shall provide inter-connectivity between recreational facilities and the surrounding community.

Policy Objectives & Plan Strategies

ECONOMIC STRATEGIES

CRA/Merchant Associations/Tourist Development Council

- City and regional area should be strategically marketed with an emphasis on the Cocoa Village theme to increase visitation to the Village.

- Encourage marketing of village waterfront residential area as a quality waterside retirement and second home opportunity area.

- Promotion of regions quality outdoor recreational activities and affordability of quality retirement residential opportunities.

- Market Historic Cocoa Village as a destination to live, work and play.

- Build on legacy of historic waterfront shipping center for the citrus industry; special events, etc.

- Promote activities and sponsor events that benefit and enhance the tourism industry.

- Attract key niche market retailers, both local and regional, to the downtown area; then recapture local residents back to CBD.

- Encourage existing merchants to change their merchandizing approach to create the specialty market niche. Strive for after 5:30 pm nightlife mix.

- Work with existing retailers in joint venture marketing.

- Work to increase quality and quantity of major downtown special events, such as, HCVA Art & Craft Fairs, Mardi Gras, Holiday Festivals, Space Coast Marathon, 5K Runs, Movies in the Park, KBB Trash Bash, and HCVA Car Show.

CRA Staff

- Grants and subsidies should be sought to implement improvements to sub-standard housing within the Heart of Cocoa Neighborhood.

- Prepare grants feasibility study for public infrastructure public projects; streetscapes, park enhancements, and potentially a police sub-station within the CRA.

- Research bond or other financing mechanisms for feasibility of major public facility projects.

- Form public/private development agreements to assemble properties and develop key private business activity centers.

- Develop strategies to rehabilitate and create new living opportunities in the CRA area.

LAND USE PLANNING AND URBAN DESIGN STRATEGIES

City Planning Staff

- Achieve a mix of mutually supportive land uses in a compatible and functionally related arrangement in the downtown area to bring new shoppers to the area.

- Create a waterfront mixed-use center, which reinforces existing activity centers downtown and provides an attractive combination of building masses and open spaces.

- Screen and buffer conflicting large commercial uses close to commercial and residential.

- Utilize existing vacant land as an opportunity for redevelopment, assemble land for redevelopment purposes.

- Residential development, both multi-family and medium to high density should be encouraged in the downtown and low density in the Heart of Cocoa Neighborhood, where appropriate.

- Implement neighborhood planning, especially in the Heart of Cocoa Neighborhood.

- Prepare a corridor plan and guidelines for State Road 520 which addresses land uses, land development regulations, landscape codes, and architectural guidelines.

- Create peripheral City entrance treatments with signage and graphic theme on all direction approaches.

- Working with merchants and merchant associations, seek the reduction of confusion and visual clutter through the control of the size, placement, and related aspects of signage. Implement landscaping and signage codes and storefront guidelines.

- Develop corridor entryway designs within the CRA.

- Prepare a Capital Improvement Program master plan with phasing identified for implementation.

- Continue to proactively enforce City Codes, through the Chapter 6 Property Maintenance Code and the Building/Fire Code.

- Preparation of long-term parking strategies to accommodate existing and long-range development needs in downtown area.

- **GOVERNMENTAL / ADMINISTRATIVE / PRIVATE SECTOR STRATEGIES**

  The implementation of the plan for the community redevelopment areas surrounding downtown Cocoa will require the coordinated efforts of the City, the CRA, and local business organizations. These efforts will be coupled with the employment of various organizational, legal, funding, and promotional techniques to successfully implement the plan.

  While leadership is a highly-intangible quality, it is the single most important factor for successful implementation of the plan for downtown Cocoa. This leadership must come from both the public and private sectors. Some projects will require considerably more leadership, effort, and collaboration than others because of their difficulty and/or importance to the overall revitalization program. Participation in a particular project will depend upon necessary powers and resources which must be brought to bear on the project for its successful implementation. Key leadership roles must be played by both the City and the Community Redevelopment Agency.

  City Council and City Manager

  - Provide commitment of public policy for CRA revitalization.

  - Buy-in to redevelopment mission.

  - Assist in implementation of scheduled projects.

  - Commit to making the necessary basic public system improvements to the pedestrian and vehicular circulation systems by working with FDOT to upgrade SR520.

- Provide leadership and support for administrating public development controls and incentives to promote high quality private development; this will include zoning requirements and incentives and coordinated capital improvement programs.

- Continue to promote community revitalization as a fundamental economic development goal and strategy.

Community Redevelopment Agency

The Community Redevelopment Agency's primary leadership role will involve:

- Pursue redevelopment projects, activities and programs consistent with the Redevelopment Plan whether said projects, activities and programs are expressly set forth in the Redevelopment Plan or not so long as the redevelopment activities are consistent with the goals, policies, objectives and strategies set forth in the Redevelopment Plan and do not conflict with the Redevelopment Plan.

- Active and persuasive advocacy and initiation of downtown improvements within the redevelopment plan.

- Leverage its tax increment revenues and seek out grants to undertake community redevelopment activities consistent with the community redevelopment plan.

- Being the critical interface between the public sector and the private sector.

- Providing, on a day-to-day basis, the necessary continuity of effort and momentum to keep the revitalization program moving toward its goal.

- Promoting downtown revitalization and informing the community of its progress.

- Ensuring implementation of scheduled projects.

- Ensure adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.

- 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 City deems necessary to effectuate the purposes of F.S. 163.362.

- Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the CRA.

Private Sector

- Essential private sector leadership must come from the Community Redevelopment Agency, local banks, real estate, and development entrepreneurs within the community.

- A unified downtown merchant's advertising program, coordinated storefront and signage improvements, downtown promotional activities and festivities and a shopper's parking guide.

- The leadership role of local banks will involve providing financing for private developments. A consortium will be established to provide a revolving loan pool at below market interest rates for certain downtown improvements.

- Private real estate and development leadership must provide necessary entrepreneurial vision and initiative that will create profitable enterprises and an attractive redevelopment of downtown.

COORDINATION BETWEEN COUNCIL / CRA / PRIVATE SECTOR

To have a strong redevelopment program, it is a must to first establish lines of communication between all sectors and facets of the community. The Community Redevelopment Plan starts that relationship, but does not fully develop their roles. First, each of the CRA members must take on a specific area of responsibility which will become one piece of the puzzle in which the redevelopment plan will be implemented. Second, the CRA members must act in a leadership role for each committee to retain their focus. The CRA Chairman will be a member of all committees, as well as the liaison to the City Council on all matters regarding the redevelopment plan. The City Council must support the CRAs activities and provide a strong framework in which the CRA is able to carry out the redevelopment plan. Conflicting agendas between organizations will not assist in the redevelopment process to positively affect Cocoa. The key is communication and working together.

Capital Improvements Plan

COCOA CRA PROJECTS IMPLEMENTATION PLAN

The proposed Cocoa Redevelopment Plan, as amended, contains major projects consisting of public, private, and joint public/private efforts that will take at the entire duration of the CRA for completion. It is critical that the CRA incorporates a sound project implementation strategy when identifying priorities to accomplish the most effective results in terms of addressing the community's needs, while stimulating private sector involvement to obtain a favorable return on the public sector's financial investment. The following implementation strategy sets forth recommendations concerning project priorities, funding sources, and preliminary courses of action for each of the projects. To streamline the process and simplify the presentation, project priorities have been reduced to the ensuing three categories.

- **High Priority Projects:** Those that should be implemented immediately and should be completed within one to three years.
- **Medium Priority Projects:** Those to be completed within three to seven years.
- **Low Priority Projects:** Those that will take seven to 10 or more years.

While these recommendations set the standard for departure from program planning to implementation, it is important that the program is flexible enough to take advantage of unforeseen opportunities such as

private sector development initiatives or newly created government programs and funding sources, which may provide additional leverage for tax increment financing. Project numbers coincide with the base map.

The Cost of Redevelopment

The following table contains an estimate of total public costs to the City, the County, the CRA, and other agencies of the City of Cocoa for redevelopment projects/programs and for capital improvements with the Community Redevelopment Area. Cost projections for on-going long term programs are given for a five-year time period only and will be amended accordingly as this plan is continually updated.

Other CRA Projects, Activities and Programs

Although the Redevelopment Plan proposes major 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 Redevelopment Plan is not intended to limit or prohibit the CRA from performing other redevelopment projects, activities and programs not expressly set forth in this Redevelopment Plan, provided such projects, activities and programs are consistent with the redevelopment goals, policies, objectives and strategies set forth in this Redevelopment 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 Redevelopment Plan.

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.						
1	**Living Breakwater**			$4,500,000.00	Fund $100,000 for a feasibility analysis. 6 Islands (10-15 ft x 200 lf ea)	FEMA, FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	Low	7-10 Years	**$6,345,000.00**	**TOTAL: 10% Design + 10% Permitting + 21% Inflation based on 5+ years**	
2	**North Mooring Facility + Pump Out vessel & facilities**			$200,000.00	ISS to work w/ATM on approximate cost of Mooring + Pump Out. City has existing info and prepositioning with Agencies. Need to start with re-initiating feasibility. Assumed 20 mooring stations, include sewage pumpout and water taxi landing.	Investigate feasibility of a mooring field fronting the bulkhead of Riverside Park, (consider public/private partnership for subsidizing construction)
3	**Submerged Land Lease Query**				Submerged Land Lease Query	
	Total w Design / Eng, Permit & Contingency	Medium	3-5 years	**$288,000.00**	**TOTAL: 15% Design + 15% Permitting + 14% Inflation based on 3-5 years**	
4	T Dock with mix of fixed and floating piers + 100' extension. Include floating piers + concrete construction				Assumes floating concrete w/aluminum gangways	FEMA, FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
				$670,000.00		
	Total w Design / Eng, Permit & Contingency	High	1-2 years	**$804,000.00**	**TOTAL: 10% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
5	**Dinghy Dock**	High	1-2 years	**$108,000.00**	Assumes fixed concrete dock. Wood = $56k. Aluminum = $74k	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency			**$147,960.00**	**TOTAL: 20% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
6	**Day Slips**	High	1-2 Years	$315,000.00	City/CRA has identified a budget and needs to modify the permit because the prior stucture is gone. Assume fixed concrete piers. Wood = $164k. Aluminum = $214k	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$415,800.00**	**TOTAL: 15% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
7	**New Fishing Pier, East Lee Wenner**			$225,000.00	Assumes 1500 sf. Assumes fixed concrete. Wood = $117k. Aluminum = $153k	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$308,250.00**	**TOTAL: 20% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
8	**Shoreline Stabilization**			$700,000.00	Number will vary dependent extent of stabilization. Costs from recent CPA project.	FEMA, FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$819,000.00**	**TOTAL: 10% Design + 10% Permitting + 7% Inflation based on 1-2 years**	

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.						
1	**New Civic Center**			$4,200,000.00	Begin by funding feasibility study - need Geotech (added $10-$20/sf for pilings)	CRA Reserves, Cocoa Reserves, and Financing
				$75,000.00	Market Assessment + Feasibility of New Facility	
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$5,199,000.00**	**TOTAL: 10% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
2	**Harbor Master Building**	Medium	1-2 Years	$800,000.00	Linked to the Mooring Field and completion of other dock, etc. Begin by funding feasibility / design/engineering	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Total w Design / Eng, Permit & Contingency			**$1,480,000.00**	**TOTAL: 10% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
3	**Lee Wenner Park Renovation**			$700,000.00	Parking, Utilities, Striping, Paving, Stormwater, Trails, Landscape & Irrigation	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing
	Design & Engineering			$175,000.00	15% Design + 10% Permitting	
				$49,000.00	7% Contingency	
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$924,000.00**	**TOTAL: 15% Design + 10% Permitting + 7% Inflation based on 1-2 years**	
4	**Large Vessell Docking Pier**	Low	7-10 years		Retrofit the former drawbridge causeway with a lower deck to function as a pierfor docking larger overnight passenger vessels	FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
					Future - Playground Renovation, Picnic Pavilions, Surfacing, Landscape & Irrigation, Gateway	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
1	**Taylor Park Renovation**			$250,000.00		
	Total w Design / Eng, Permit & Contingency	Low	5-7 years	**$335,000.00**	**TOTAL: 15% Design + 5% Permitting + 21% Inflation based on 5+ years**	
2	**Promenade Reconstruction**			$400,000.00	FEMA + FIND reimbursement funding is available. Up to $1.7M is avail for Tdock, Dayslips and boardwalk. Demo, Paving, Swings, Landscape & Irrigation, Gateway (25'x600' = 15,000 sf x $25/SF)	FEMA FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total w Design / Eng, Permit & Contingency	High	1-2 Years, Start Now	**$556,000.00**	**TOTAL: 20% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
3	**Promenade Overlooks**			$100,000.00	Demo, Decking, Railing, Site Furnishings	FEMA FIND, FWC, CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total w Design / Eng, Permit & Contingency	High	1-2 Years	**$134,000.00**	**TOTAL: 15% Design + 5% Permitting + 7% Inflation based on 1-2 years**	

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
					After Civic Center Development, Demo Civic Center($12-$15/sf)	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
4	**Porcher House Lawn & Garden**	Medium	3-5 Years	$350,000.00	Garden Pathways, Landscape & Irrigation	
	Total w Design / Eng, Permit & Contingency			**$469,000.00**	**TOTAL: 15% Design + 5% Permitting + 14% Inflation based on 3-5 years**	
5	**Support Building for Amphitheatre**	High	1-2 Years	$360,000.00	Catering Kitchen, Green Room, Restrooms	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total w Design / Eng, Permit & Contingency			**$482,400.00**	**TOTAL: 15% Design + 5% Permitting + 7% Inflation based on 1-2 years**	
6	**Harrison Street Streetscape**	Low	5-7 Years	$850,000.00	Streetscape Project is in design phase	
	Total w Design / Eng, Permit & Contingency			**$1,088,000.00**	**TOTAL: 5% Design + 2% Permitting + 21% Inflation based on 5+ years The approved updated Waterfront Master Plan identifies this project. This project will enhance the walkability and safety of pedestrian, bicyclists and automobiles as well as much needed Stormwater management.**	**The Capital Cost is the portion being funded by the Cocoa CRA TIF. Split between the Utility Fund, Stormwater Fund and the Cocoa CRA (110) Fund.**
	SUBTOTAL Downtown Park Projects			**$3,064,400.00**		
	GRAND TOTAL all Waterfront Projects			**$19,795,410.00**		
C	**Overall Cocoa CRA**					
	Evaluate Site Design Standards	High	1-2 Years	**$ 100,000**	Determine if current site design standards for each district in the Cocoa CRA are providing the desired form of development and urban design quality envisioned by the community. Develop a regulating plan and standards for site development.	CRA Reserves, Cocoa Reserves, and Financing, and other Grants.
	Total Overall Cocoa CRA Projects			**$ 100,000**	See Overall Cocoa CRA recommendations	
D	**US Highway One Corridor**					
1	Evaluate Site Design Standards				Evaluate adequacy of current Site Design Standards; include the US1 corridor in overall RDA evaluation of Site Design Standards	
	(See Overall Cocoa CRA Recommendations)	High	1-2 Years	Fee Included Above		
E	**Uptown District**					
	Industrial and Commercial Property				Initiate a street and sidewalk improvement program	
1	Street and Sidewalk Improvement Program	High	1-2 Years	$200,000		
2	Landscape Standards	High	1-2 Years	$50,000	Enforce landscape standards for industrial & commercial uses	
	Signage Regulations	High	1-2 Years	**N/A**	Enforce Signage Standards Consider provision for mixed-use buildings/projects (small office and retail). Support flex industrial building formats provided that site design standards are adopted	
	Land Use Plan Provisions	High	1-2 Years	**N/A**		
	TOTAL Uptown District Projects			**$250,000.00**		

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
F	**The Heart of Cocoa**					
	Workforce Housing and Community Development					
1	Comprehensive Investment Strategy			**N/A**	Consider a comprehensive investment strategy for residential enhancement and community development	
	Public Parks and Infrastructure					
2	Catalyst Park Site	Low	5-7 Years	**$950,000**	Acquire land for a public park and small residential development at the corner of Hughlett Avenue and Factory Street	
	Total Heart of Cocoa CRA Projects			**$950,000**		
G	**Waterfront Neighborhood Infill Development**					
1	Single Family Infill			**N/A**	Support continued redevelopment of single-family homes and renovation of historic residences and Incentivize townhome infill development with appropriate site design standards	
2	Multi-Family Infill			**N/A**		
	Total Waterfront Neighborhood Infill Projects			**$0.00**		
H	**South of Cocoa Village**					
1	Residential Infill Node			$75,000	Residential Infill Node Consider a residential redevelopment opportunity on the vacant/underutilized land south of Rosa L. Jones Blvd. between Florida Avenue and US-1 (mobile home site); acquire property or partner with private developer to purchase or develop the land	
2	Major Mixed Use Node (Rockledge/Cocoa City Line)			$100,000	Consider a consolidated planning/development effort with the City of Rockledge relative to the immediately abutting property known as the Sears Town Site (existing power center on US-1); prepare an RFP for development proposals	
	Total South of Cocoa Village Projects			**$175,000.00**		
I	**State Road 520 Corridor**					
1	King Street and Willard Street Improvements Option A	Medium	3-5 Years	$975,000	Add palm trees to King and Willard Street and improve existing sidewalks;	**FDOT Project** - CRA initiated a preliminary study of the SR520 corridor, of which SCTPO/FDOT subsequently conducted a more detailed corridor study. Staff will continue to work with FDOT/SCTPO on accelerating funding, certain improvements may require CRA financial participation.
2	King Street and Willard Street Improvements Option B	Low	5-7 Years	$8,550,000	Reduce travel lane widths, widen sidewalks, and install shade trees	
3	Improve Intersections at King/Brevard & Willard/Brevard Streets	Medium	3-5 Years	$1,600,000	Improve intersections at King/Brevard and Willard/Brevard to reduce pedestrian crossing distance and increase intersection visibility (highly visible pavement treatment and clear sightlines) -	
4	Promote Vehicular Cross Access from King or Willard Streets	Medium	3-5 Years	**N/A**	Promote vehicular cross access between businesses that front King or Willard Street	
	Total State Road 520 Corridor Projects (Option A)* **			**$ 2,575,000**		
	Total State Road 520 Corridor Projects (Option B)			**$ 10,150,000**		

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
J	**Cocoa Village**					
	Gateways and Signage				Provide clear directions and gateways into the district along the downtown perimeter and within the Village.	**The CRA allocated $100,000 towards the design of the wayfinding project which was completed in FY 2015.**
1	Identify Gateway Locations and Develop Wayfinding Package	High	1-2 Years			
2	6 Forrest Avenue Entrance Feature	High	1-2 Years	$260,000	Develop and install a gateway entry feature at 6 Forrest Avenue to signify entry into Historic Cocoa Village.	
3	Gateways and Signage	High	1-2 Years	$490,000	The Cocoa CRA approved the Waterfront Masterplan, which included funding a Gateway Entry Feature, and funding implementation of the Wayfinding Plan. Total Waterfront Plan costs estimates were $750,000 at that time.	The Cocoa CRA will apply for any grant funding available for signage and use TIF revenues as needed to fund the project.
	Total Gateways and Signage			**$750,000**		
K	**Streets**					
1	Rosa L. Jones Traffic Circle	Medium	3-5 Years	$1,500,000	Rebuild Rosa L. Jones Blvd. Traffic Circle as a true square with a gateway park	
2	Two Way Street Conversion	Medium	3-5 Years	$2,000,000	Study the feasibility of a traffic signal and two-way access to/from River Edge Blvd. to east and west bound SR 520	
3	Underpass beneath SR 520			$360,000	Currently under construction is a pedestrian connector underpassing Hubert Humphrey Bridge from Lee Wenner Park.	
6	Municipal Parking/Shared Parking Facilities/ On Street Parking	High	1-2 Years	$2,360,000	The construction of new on-street parking spaces within the existing street right of way in Downtown Cocoa Village. Other alternatives included partnering with private developers for provision of public parking spaces.	The Cocoa CRA will apply for any grant funding available for signage and use TIF revenues as needed to fund the project.Cocoa CRA/City General Fund
7	Street Tree Program	High	1-2 Years	$250,000	Consider a Village-wide street tree program for installing new and replacing failing trees	
8	Streetscape Reconstruction	High	1-2 Years	$750,000	Initiate streetscape reconstruction projects for Brevard and Delannoy, refurbishing the corridors	
	Total Streets			**$7,220,000.00**		
L	***Catalyst Mixed Use Redevelopment Sites***					
1	Former City Hall Site	High	1-2 Years	**N/A**	Currently in post RFP Development Agreement Stage to construct for a mixed use hotel/retail project	Private Sector Project Finacning or P3 Project
2	Bank of America Site	Medium	3-5 Years	**N/A**	Availability of site for development is becoming less constrained and should be pursued for mixed use zoning compliant multi-story development	Private Sector Project Finacning or P3 Project
3	Suntrust Bank Site	Medium	3-5 Years	**N/A**	Continue to support the study of the existing Oleander municipal parking lot as a future site for a parking garage with ground-floor commercial space	Private Sector Project Finacning or P3 Project
	GRAND TOTAL ALL PROJECTS			**$31,815,410.00**		

Sources of Redevelopment Funding and Financing

The following section provides a general review of potential sources of funding for redevelopment programs. In general, a variety of financing options are presently available to the Community Redevelopment Agency and the City of Cocoa. Among these are the following:

Tax Increment Revenues

Tax Increment Revenue is typically the major source of funding for redevelopment projects under the State of Florida Community Redevelopment Act. This increment, which is to be determined annually, is equal to 95% of the difference between: the amount of ad valorem taxes levied each year by each applicable taxing authority on taxable real property within the Community Redevelopment Area, and the amount of ad valorem taxes that would have been produced by the current millage rates prior to establishing the Redevelopment Trust Fund. Both of these amounts are exclusive of debt service millage of the taxing authorities.

The ability of the Community Redevelopment Agency to utilize this funding method requires two key actions:

- *The establishment of a redevelopment trust fund as required by FS 163.387 as the repository for increment tax for increment tax funds, and;*
- *The provision, by ordinance of the City, for funding of the redevelopment trust fund for the duration of the Community Redevelopment Plan.*

Redevelopment Revenue Bonds

The provisions of FS 163.385 allow the City of Cocoa or Community Redevelopment Agency to issue "Revenue Bonds" to finance redevelopment actions, with the security for such bonds being based on the "anticipated assessed valuation" of the completed Community Redevelopment Area, the "tax increment", is used to finance the long term bond debt. Prior to the issuance of long term revenue bonds, the City or Community Redevelopment Agency may issue bond anticipation notes to provide up-front funding for redevelopment actions until sufficient tax increment funds are available to amortize a bond issue.

Direct Borrowing from the Commercial Lenders

The CRA is also authorized to fund redevelopment projects and programs through direct borrowing of funds. Depending on the particular project(s) funding requirements, the CRA may utilize both short and long term borrowing. Although terms and conditions may have a direct bearing on use of a particular commercial lending institution, the CRA will generally attempt to attain the lowest available interest rate.

Special Assessment Districts

The City of Cocoa could also establish special assessment districts for the purpose of funding various neighborhood improvements within an area or for the construction of a particular project.

Business Improvement Districts

A business improvement district (BID) is a form of Special Assessment District, where areas are defined within which businesses or property owners pay an additional tax or fee in order to fund improvements

within the district's boundaries. Grant funds acquired by the city for special programs and/or incentives such as tax abatements can be made available to assist businesses or to recruit new business. BIDs may go by other names, such as business improvement area (BIA), business revitalization zone (BRZ), community improvement district (CID), special services area (SSA), or special improvement district (SID).

Florida Inland Navigation District (FIND)

The Florida Inland Navigation District (FIND) is a special State taxing district for the continued management and maintenance of the Atlantic Intracoastal Waterway (ICW), commonly referred to as M-95 marine highway. FIND grants funds for Waterway related projects that are be located on natural, navigable waterways within the District. Eligible waterway related projects include navigation channel dredging, mooring fields, channel markers, navigation signs or buoys, boat ramps, docking facilities, fishing & viewing piers, waterfront boardwalks, inlet management, environmental education, law enforcement equipment, boating safety programs, beach re-nourishment, dredge material management, environmental mitigation, and shoreline stabilization. The City/CRA has received funding through FIND for the engineering, permitting, and construction of day slips, T docks, riverfront connector, and emergency reconstruction.

Florida Fish and Wildlife Conservation (FWC)

FWC has grant programs to enhance boating access and other boating-related activities from the Florida Boating Improvement Program (FBIP), funding for transient tie-up facilities for boats 26' or longer from the Boating Infrastructure Grant Program (BigP), assistance for removal of derelict vessels from the Derelict Vessels Removal Grant Program and other boating-related grant programs.

Other Marine related Grant Programs

Grant programs to fund aids to navigation, and other projects to enhance recreational boating in Florida as follows:

- Related Grant Programs External Website
- Clean Marina Program - DEP
- Coastal Partnership Initiative
- Florida Communities Trust - DEP
- Florida Recreation Development Assistance Program - DEP
- Greenways and Trails - DEP
- Stan Mayfield Working Waterfronts Program
- Waterfronts Florida Program - DEO
- Clean Vessel Act Grants – DEP

Federal Emergency Management Agency (FEMA)

For reconstruction purposes only, FEMA may provide disaster assistance to communities, whose public infrastructure has been damaged or destroyed as a result of a federally-declared disaster, and whose losses are not covered by insurance. It is meant to help with critical expenses that cannot be covered in other ways.

The New Markets Tax Credit
The New Markets Tax Credit program, or NMTC, attracts investment for real estate projects, community facilities, and operating businesses. New Markets Tax Credits are federal income tax credits used to encourage private investment in low-income communities around the United States, and may or may not be available in certain portions of the CRA.

Federal and State Housing Grants
Annually, the City receives Community Development Block Grant (CDBG) HOME Investment Partnership Program (HOME) and State Housing Initiatives Partnership (SHIP) Program funds. HOME and SHIP funds are restricted to housing repair or replacement and homeownership assistance. CDBG funds are committed to demolition of substandard housing units, housing rehab assistance, and public service agencies within the City, however most of the funds are expended within the City's low income target area, which includes much of the CRA. Over 80% of the total funds expended have been for the benefit of low and moderate income of residents.

Land Sales / Leases
The resale or leasing of such land to private developers can provide another source of income within the Community Redevelopment Area.

Contributions and Grants
Voluntary contributions by private companies, foundations and individuals are a potential source of income to the Community Redevelopment Agency under provisions of FS 163. Although such contributions may only account for a small portion of redevelopment costs, they do provide opportunities for community participation with positive promotional benefits.

Safe Neighborhoods Act – Chapter 163.502 FS
Neighborhood Improvement Districts created pursuant to the Act may request a planning grant from the state's Safe Neighborhood Trust Fund on a 100% matching basis. The district may also authorize to levy an ad valorem tax of up to two mills annually on real and personal property.

Revenue Projections

The accompanying table provides a twenty-three (23) year projection of tax increment based revenues into the Redevelopment Trust Fund. This Fund is the depository for all TIF revenues generated within the Community Redevelopment Area. Based on estimates of the current property valuations, millage rates and assuming a conservative annual increase of 1.75% in tax increment value, it is estimated, not including new construction, that the total tax increment revenue will reach approximately $1.4 million over the next five (5) years. New construction and private redevelopment projects will enhance taxable values that could generate up to $3 million by the year 2041. This estimate is believed to be conservative since it does not include revenues specifically generated by the redevelopment projects described in this plan. These projects will increase the total tax increment as they are completed and entered on the tax rolls.

The CRA continues to expand its redevelopment efforts into the surrounding community. Starting with just a few projects, the CRA has increased its activities to include over two dozen projects and programs. It must be noted, however, that this increased commitment is not without costs. Consequently, the CRA's overall program has outgrown the limited funding provided by TIF revenues. To continue its redevelopment effort and provide adequate funding for its various projects and programs, the agency must now turn to long-term borrowing, public-private partnerships, and possibly public-public-private partnerships. As previously mentioned, leveraging TIF revenues with grant opportunities will lower capital contributions on the CRA and avail those resources to facilitate private capital investment. Since property values will inevitably increase as a result of its activities, this method of financing the CRA redevelopment effort can also be looked upon as an investment in future TIF revenues.

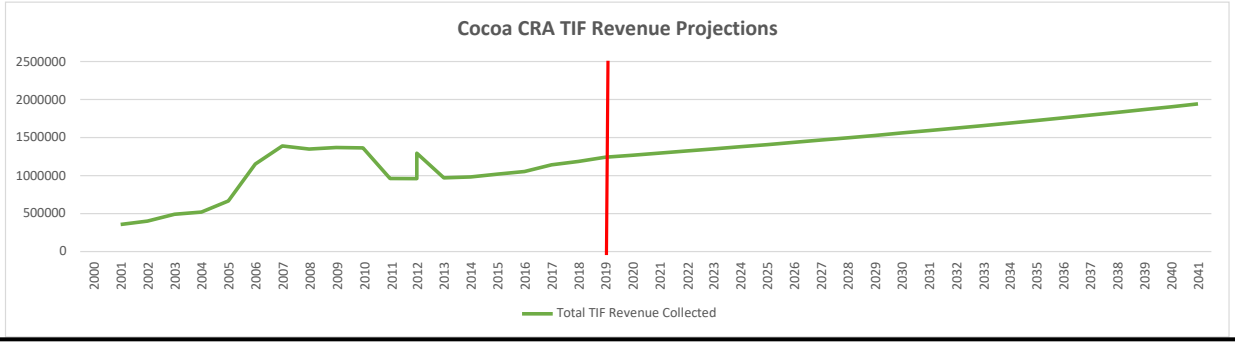
Tax Increment Revenue Projections - Cocoa CRA

Fiscal Year	CRA Taxable Value	Less Base Value (1981)	Total Taxable Value Subject to TIF (Tax Increment)	Total TIF Revenue	TIF Collectible Percentage	Total TIF Revenue Collected	Brevard County General Fund	District IV Rec	City of Cocoa
2000		$ 26,410,420			95%		0.00417810	0.00063640	0.00413210
2001	$ 68,902,380	$ 26,410,420	$ 42,491,960	$ 376,432	95%	$ 357,610.42	0.00410420	0.00062260	0.00413210
2002	$ 71,970,090	$ 26,410,420	$ 45,559,670	$ 422,621	95%	$ 401,489.58	0.00423030	0.00063910	0.00440680
2003	$ 81,250,510	$ 26,410,420	$ 54,840,090	$ 516,731	95%	$ 490,894.21	0.00449500	0.00052070	0.00440680
2004	$ 86,860,600	$ 26,410,420	$ 60,450,180	$ 545,579	95%	$ 518,300.24	0.00443440	0.00006207	0.00452880
2005	$ 102,144,720	$ 26,410,420	$ 75,734,300	$ 700,421	95%	$ 665,400.05	0.00412780	0.00059180	0.00452880
2006	$ 162,015,780	$ 26,410,420	$ 135,605,360	$ 1,211,864	95%	$ 1,151,271.20	0.00362490	0.00050920	0.00480260
2007	$ 191,600,060	$ 26,410,420	$ 165,189,640	$ 1,463,052	95%	$ 1,389,899.02	0.00385580	0.00043050	0.00457050
2008	$ 192,812,760	$ 26,410,420	$ 166,402,340	$ 1,419,046	95%	$ 1,348,093.58	0.00364400	0.00039470	0.00448910
2009	$ 179,097,160	$ 26,410,420	$ 152,686,740	$ 1,441,638	95%	$ 1,369,555.78	0.00371930	0.00037250	0.00535000
2010	$ 157,482,170	$ 26,410,420	$ 131,071,750	$ 1,436,179	95%	$ 1,364,370.41	0.00490630	0.00046960	0.00558130
2011	$ 131,306,380	$ 26,410,420	$ 104,895,960	$ 1,012,257	95%	$ 961,643.68	0.00427170	0.00041220	0.00496620
2012	$ 118,552,750	$ 26,410,420	$ 92,142,330	$ 1,009,622	95%	$ 959,140.84	0.00490630	0.00046960	0.00558130
2013	$ 116,259,430	$ 26,410,420	$ 89,849,010	$ 1,020,415	95%	$ 969,394.45	0.00490630	0.00046960	0.00598110
2014	$ 118,193,900	$ 26,410,420	$ 91,783,480	$ 1,033,822	95%	$ 982,130.50	0.00482390	0.00045870	0.00598110
2015	$ 122,092,370	$ 26,410,420	$ 95,681,950	$ 1,072,681	95%	$ 1,019,046.73	0.00468140	0.00055050	0.00597900
2016	$ 125,796,180	$ 26,410,420	$ 99,385,760	$ 1,108,827	95%	$ 1,053,385.69	0.00454970	0.00062810	0.00597900
2017	$ 135,052,692	$ 26,410,420	$ 108,642,272	$ 1,201,812	95%	$ 1,141,721.09	0.00436310	0.00072000	0.00597900
2018	$ 141,518,117	$ 26,410,420	$ 115,107,697	$ 1,248,389	95%	$ 1,185,969.57	0.00415500	0.00071140	0.00597900
2019	$ 149,354,167	$ 26,410,420	$ 122,943,747	$ 1,307,630	95%	$ 1,242,248.21	0.00394560	0.00071140	0.00597900
2020	$ 151,967,865	$ 26,410,420	$ 125,557,445	$ 1,335,429	95%	$ 1,268,657.53	0.00394560	0.00071140	0.00597900
2012	$ 154,627,303	$ 26,410,420	$ 128,216,883	$ 1,363,715	95%	$ 1,295,529.02	0.00394560	0.00071140	0.00597900
2022	$ 157,333,280	$ 26,410,420	$ 130,922,860	$ 1,392,496	95%	$ 1,322,870.77	0.00394560	0.00071140	0.00597900
2023	$ 160,086,613	$ 26,410,420	$ 133,676,193	$ 1,421,780	95%	$ 1,350,690.99	0.00394560	0.00071140	0.00597900
2024	$ 162,888,128	$ 26,410,420	$ 136,477,708	$ 1,451,577	95%	$ 1,378,998.06	0.00394560	0.00071140	0.00597900
2025	$ 165,738,671	$ 26,410,420	$ 139,328,251	$ 1,481,895	95%	$ 1,407,800.51	0.00394560	0.00071140	0.00597900
2026	$ 168,639,097	$ 26,410,420	$ 142,228,677	$ 1,512,744	95%	$ 1,437,107.00	0.00394560	0.00071140	0.00597900
2027	$ 171,590,282	$ 26,410,420	$ 145,179,862	$ 1,544,133	95%	$ 1,466,926.36	0.00394560	0.00071140	0.00597900
2028	$ 174,593,112	$ 26,410,420	$ 148,182,692	$ 1,576,071	95%	$ 1,497,267.55	0.00394560	0.00071140	0.00597900
2029	$ 177,648,491	$ 26,410,420	$ 151,238,071	$ 1,608,568	95%	$ 1,528,139.72	0.00394560	0.00071140	0.00597900
2030	$ 180,757,340	$ 26,410,420	$ 154,346,920	$ 1,641,634	95%	$ 1,559,552.15	0.00394560	0.00071140	0.00597900
2031	$ 183,920,593	$ 26,410,420	$ 157,510,173	$ 1,675,278	95%	$ 1,591,514.29	0.00394560	0.00071140	0.00597900
2032	$ 187,139,203	$ 26,410,420	$ 160,728,783	$ 1,709,511	95%	$ 1,624,035.77	0.00394560	0.00071140	0.00597900
2033	$ 190,414,140	$ 26,410,420	$ 164,003,720	$ 1,744,344	95%	$ 1,657,126.38	0.00394560	0.00071140	0.00597900
2034	$ 193,746,387	$ 26,410,420	$ 167,335,967	$ 1,779,785	95%	$ 1,690,796.08	0.00394560	0.00071140	0.00597900
2035	$ 197,136,949	$ 26,410,420	$ 170,726,529	$ 1,815,847	95%	$ 1,725,054.99	0.00394560	0.00071140	0.00597900
2036	$ 200,586,845	$ 26,410,420	$ 174,176,425	$ 1,852,540	95%	$ 1,759,913.44	0.00394560	0.00071140	0.00597900
2037	$ 204,097,115	$ 26,410,420	$ 177,686,695	$ 1,889,876	95%	$ 1,795,381.91	0.00394560	0.00071140	0.00597900
2038	$ 207,668,815	$ 26,410,420	$ 181,258,395	$ 1,927,864	95%	$ 1,831,471.07	0.00394560	0.00071140	0.00597900
2039	$ 211,303,019	$ 26,410,420	$ 184,892,599	$ 1,966,518	95%	$ 1,868,191.80	0.00394560	0.00071140	0.00597900
2040	$ 215,000,822	$ 26,410,420	$ 188,590,402	$ 2,005,848	95%	$ 1,905,555.14	0.00394560	0.00071140	0.00597900
2041	$ 218,763,336	$ 26,410,420	$ 192,352,916	$ 2,045,866	95%	$ 1,943,572.34	0.00394560	0.00071140	0.00597900

Note:

1.75% Projected Increment Increase post 2019

Assumed Millage Rates remain at current rate (2019-2041)



Five Year Redevelopment Program and Funding Allocations

This section of the Community Redevelopment Plan provides a ten-year funding program for the Planning, Redevelopment, and Community Improvement programs and projects which are identified within the Plan.

The accompanying table lists estimated project-specific net funding allocations for each CRA project. This table is for planning purposes only and is not a guarantee of expenditure of funds on a given project. Actual project allocations will be determined annually through the budget process. As priorities change, projects are deleted or new projects or programs are created, this table will be amended. It is intended that this process occur at least once annually, after adoption of the budget.

PROJECT COSTS AND TIMELINE

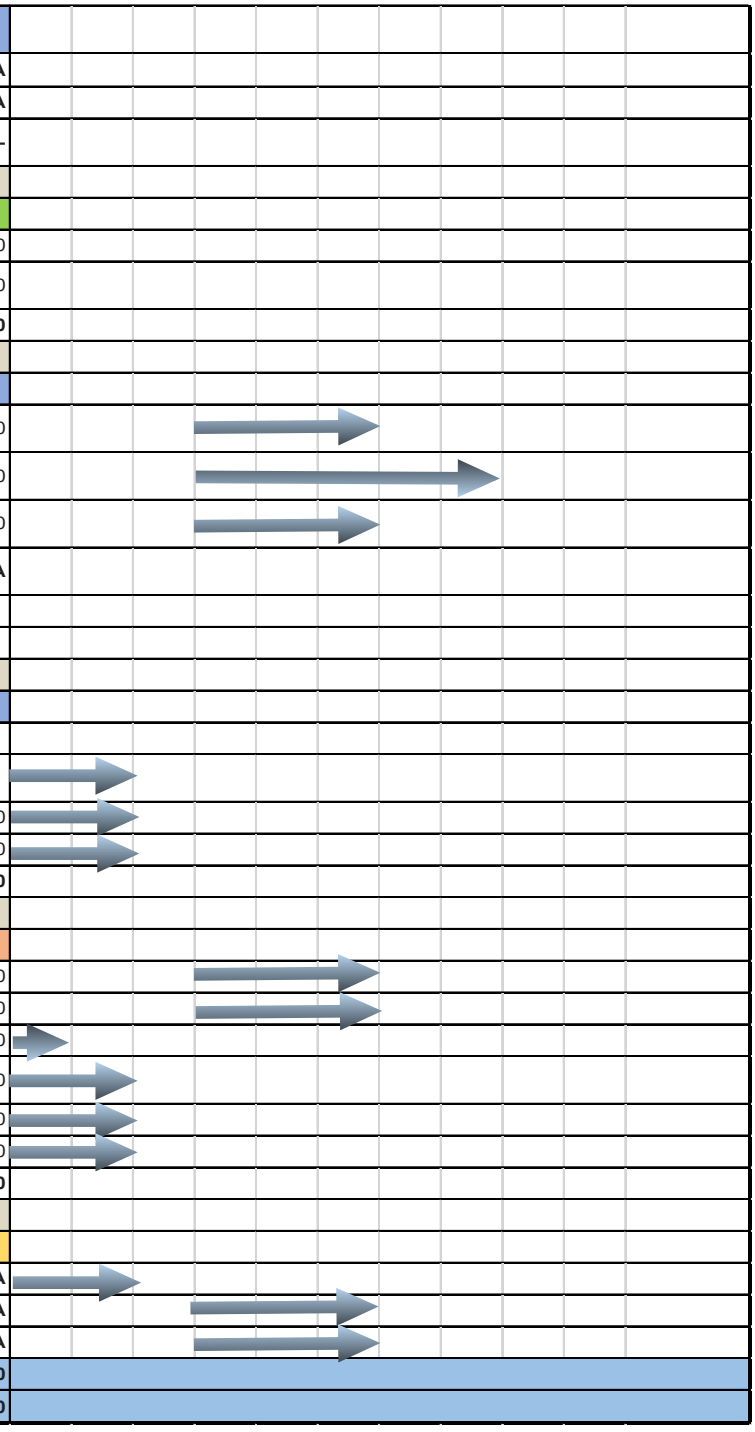
Item No.	Project Name	Project Cost	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Beyond
A	**WATERFRONT PROJECTS**												
A1	**Living Breakwater**	$ 4,500,000								→	→	→	→
	Total w Design / Eng, Permit & Contingency	**$ 6,345,000**											
A2	**North Mooring Facility + Pump Out vessel & facilities**	$ 200,000				→	→	→					
A3	**Submerged Land Lease Query**												
	Total w Design / Eng, Permit & Contingency	**$ 288,000**											
A4	T Dock w ith mix of fixed and floating piers + 250' extension. Include floating piers + concrete construction	$ 670,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 804,000**											
A5	**Dinghy Dock**	**$ 108,000**	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 147,960**											
A6	**Day Slips**	$ 315,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 415,800**											
A7	**New Fishing Pier, East Lee Wenner**	$ 225,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 308,250**											
A8	**Shoreline Stabilization**	$ 700,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 819,000**											
	SUBTOTAL Waterfront Projects	**$ 9,128,010**											
B	**Lee Wenner Park**												
B1	**New Civic Center**	$ 4,200,000	→	→									
		$ 75,000											
	Total w Design / Eng, Permit & Contingency	**$ 5,199,000**											
B2	**Harbor Master Building**	$ 800,000	→	→									
	Total w Design / Eng, Permit & Contingency	**$ 1,480,000**											
B3	**Lee Wenner Park Renovation**	$ 700,000	→	→									
	Design & Engineering	$ 175,000											
	Total w Design / Eng, Permit & Contingency	$ 49,000											
		$ 924,000											
B4	**Large Vessell Docking Pier**									→	→	→	→
	SUBTOTAL Lee Wenner Projects	**$ 7,603,000**											
C	**Downtown Park**												
C1	**Taylor Park Renovation**	$ 250,000						→	→				
	Total w Design / Eng, Permit & Contingency	**$ 335,000**											

PROJECT COSTS AND TIMELINE continued

C2	**Promenade Reconstruction**	$	400,000
	Total w Design / Eng, Permit & Contingency	**$**	**556,000**
C3	**Promenade Overlooks**	$	100,000
	Total w Design / Eng, Permit & Contingency	**$**	**134,000**
C4	**Porcher House Lawn & Garden**	$	350,000
	Total w Design / Eng, Permit & Contingency	**$**	**469,000**
C5	**Support Building for Amphitheatre**	$	360,000
	Total w Design / Eng, Permit & Contingency	**$**	**482,400**
C6	**Harrison Street Streetscape**	$	850,000
	Total w Design / Eng, Permit & Contingency	**$**	**1,088,000**
	SUBTOTAL Downtown Park Projects	**$**	**3,064,400**
	GRAND TOTAL all Waterfront Projects	**$**	**19,795,410**
D	**Overall Cocoa CRA**		
D1	Evaluate Site Design Standards	**$**	**100,000**
	Total Overall Cocoa CRA Projects	**$**	**100,000**
	US Highway One Corridor		
D2	Evaluate Site Design Standards		
	(See Overall Cocoa Recommendations)	Fee Included Above	
E	**Uptown District**		
	Industrial and Commercial Property		
E1	Street and Sidew alk Improvement Program	$	200,000
E2	Landscape Standards	$	50,000
E3	Signage Regulations		**N/A**
E4	Land Use Plan Provisions		**N/A**
	Uptown Residential Opportunity		
	TOTAL Uptown District Projects	**$**	**250,000**
F	**The Heart of Cocoa**		
	Workforce Housing and Community Development		
F1	Comprehensive Investment Strategy		**N/A**
	Public Parks and Infrastructure		
F2	Catalyst Park Site	**$**	**950,000**
	Total Heart of Cocoa CRA Projects	**$**	**950,000**

PROJECT COSTS AND TIMELINE continued

G	**Waterfront Neighborhood Infill Development**		
1	Single Family Infill		**N/A**
2	Multi-Family Infill		**N/A**
	Total Waterfront Neighborhood Infill Projects	**$**	**-**
H	**South of Cocoa Village**		
H1	Residential Infill Node	$	75,000
H2	Major Mixed Use Node (Rockledge/Cocoa City Line)	$	100,000
	Total South of Cocoa Village Projects	**$**	**175,000**
I	**State Road 520 Corridor**		
I 1	King Street and Willard Street Improvements Option A	$	975,000
I 2	King Street and Willard Street Improvements Option B	$	8,550,000
I 3	Improve Intersections at King/Brevard & Willard/Brevard Streets	$	1,600,000
I 4	Promote Vehicular Cross Access from King or Willard Streets		**N/A**
	Total SR520 Corridor Projects-Option A	**$**	**2,575,000**
	Total SR520 Corridor Projects-Option B	**$**	**10,150,000**
J	**Cocoa Village**		
	Gateways and Signage		
J1	Identify Gateway Locations and Develop Wayfinding Package		
J2	6 Forrest Avenue Entrance Feature	$	260,000
J3	Gateways and Signage	$	490,000
	Total Gateways and Signage	**$**	**750,000**
K	**Streets**		
K1	Rosa L. Jones Traffic Circle	$	1,500,000
K2	Two Way Street Conversion	$	2,000,000
K4	Underpass beneath SR 520	$	360,000
K6	Municipal Parking/Shared Parking Facilities/ On Street Parking	$	2,360,000
K7	Street Tree Program	$	250,000
K8	Streetscape Reconstruction	$	750,000
	Total Streets	**$**	**7,220,000**
L	***Catalyst Mixed Use Redevelopment Sites***		
L1	Former City Hall Site		**N/A**
L2	Bank of America Site		**N/A**
L3	Suntrust Bank Site		**N/A**
	GRAND TOTAL ALL PROJECTS Option A	**$**	**31,815,410**
	GRAND TOTAL ALL PROJECTS Option B	**$**	**39,390,410**



APPENDIX

CFN 2018002912, OR BK 8063 PAGE 1885.
Recorded 01/04/2018 at 04:43 PM, Scott Ellis, Clerk of Courts, Brevard County
Doc D: $0.70 # Pgs:20

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this 25 day of July, 2017 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated 7/25/17 attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid

ATTEST:

Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By: _____
Curt Smith, Chairman
As approved by the Board 7/25/17.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

"EXHIBIT B1"

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

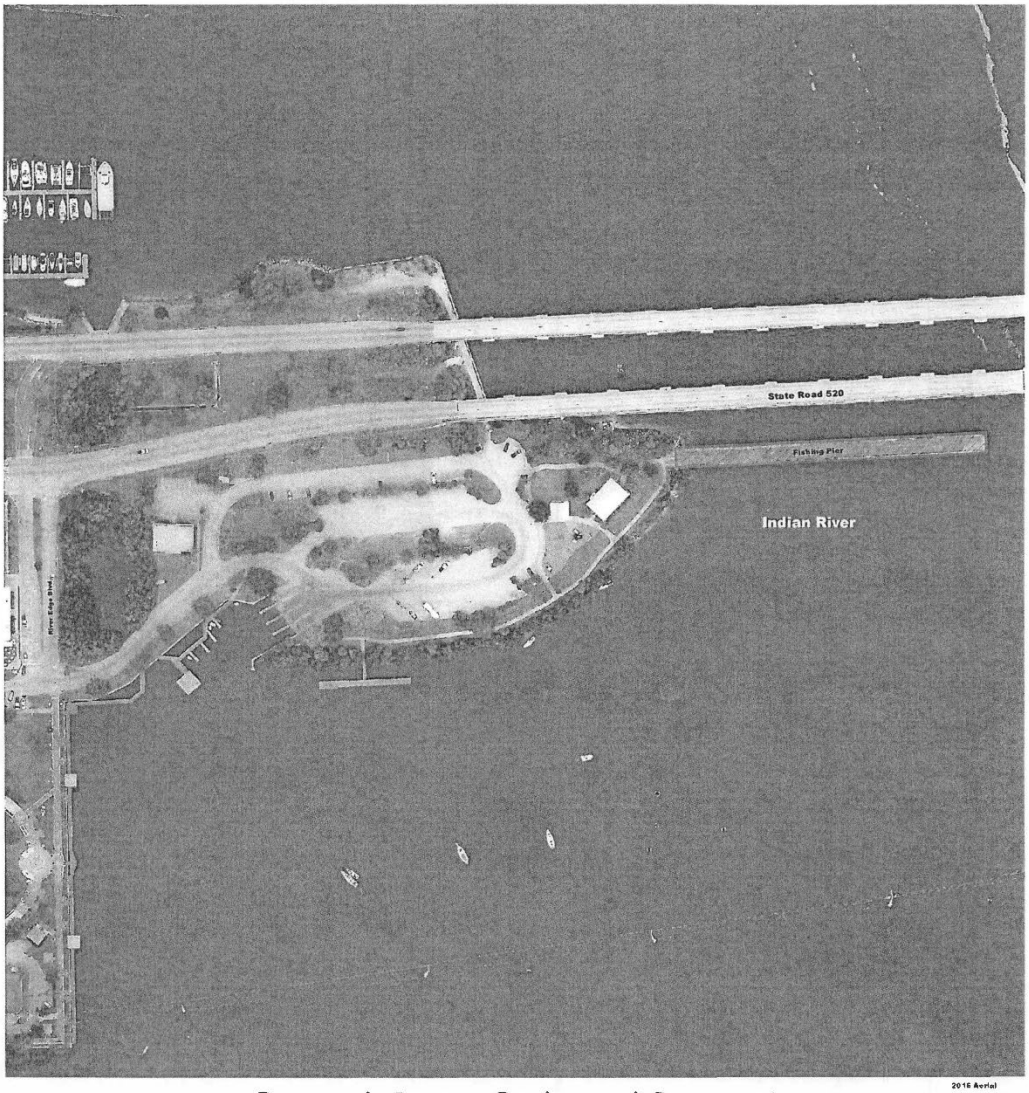
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

"EXHIBIT B2"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



2016 Aerial

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

0 50 100 200 Feet

DISCLAIMER: This map is intended for display purposes only and is not intented for any legal representation.

Deed Recorded 1/4/18

4

Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566

INTERLOCAL AGREEMENT
BETWEEN
BREVARD COUNTY AND THE CITY OF COCOA

(Transfer of Lee Wenner Park)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 25th day of July, 2017, by and between BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereafter referred to as the "County") and the CITY OF COCOA, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "City").

WITNESSETH:

WHEREAS, the County and the City desire to continue to cooperate and coordinate the provision of recreational services and facilities within the jurisdictional limits of the city of Cocoa in an efficient and economical manner; and

WHEREAS, the County and the City have common power to provide recreational services and facilities for the benefit of the public; and

WHEREAS, the County currently owns a portion of and maintains all of Lee Wenner Park (inclusive of the boat launch facility); and

WHEREAS, the City currently owns and maintains the Cocoa Riverfront Park (inclusive of the riverfront boardwalk facilities), which has been designated by the citizens of Cocoa as a special scenic and recreational landmark of the City of Cocoa by City Charter; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are located within the City of Cocoa Downtown Village Area ("Cocoa Village") which is an important area for tourism, redevelopment and special events; and

WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are also generally connected by the aforesaid riverfront boardwalk and therefore share common attributes and characteristics that are recognized by the public; and

WHEREAS, because of the close proximity of Lee Wenner Park and Cocoa Riverfront Park and their common attributes and characteristics, the County and the City recognize that it may be more efficient and economical for the City to own, manage and improve Lee Wenner Park, especially when it comes to managing the many special events that occur in the Cocoa Village area and the demands of local tourism and recreational needs; and

WHEREAS, the City and the County also recognize that Lee Wenner Park and Cocoa Riverfront Park are located within the redevelopment area of the Cocoa Community Development Agency ("Agency") and that the Agency has adopted a "Cocoa Waterfront Master Plan" under which the City and the Agency have developed a strategic vision for the Cocoa waterfront (including Lee Wenner Park and Cocoa Riverfront Park) and have commitued to improving the waterfront in phases through public capital improvements and public/private partnerships to the extent feasible; and

WHEREAS, in furtherance of this recognition, the County and the City are agreeable to transferring ownership, maintenance and functional responsibility of Lee Wenner Park and the

buildings, structures, and facilities thereon to the City under the terms and conditions of this Agreement; and

WHEREAS, the County shall continue to own, maintain, and be responsible for the pier located at Lee Wenner Park; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the community health, safety and welfare and the public interest;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

Section 1. **Recitals.** The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. **Purpose.** The purpose of this Agreement is for the County to assign and transfer to the City ownership over and full functional responsibility for a portion of Lee Wenner Park owned by the County, more particularly and legally described in **"EXHIBIT A."** ("Lee Wenner Park").

Section 3. **Transfer of Responsibility.** Within thirty (30) days of the date this Agreement is approved and fully executed by both parties ("effective date"), the County shall deliver a deed in accordance with Section 125.411, Florida Statutes, conveying its interest in Lee Wenner Park and all buildings, structures, and facilities thereon to the City. The County deed conveying Lee Wenner Park to the City shall contain a restrictive covenant running with the land prohibiting any use other than for municipal and recreational purposes, as defined herein, and associated uses directly related thereto, including the requirement of uniform user fees. The City is

expected to provide the same, or a better, level of service at Lee Wenner Park. Said County deed is attached herein as "EXHIBIT B." The County will continue to own, maintain, and be responsible for the pier, more particularly described in "EXHIBIT C." ("Pier"). The County shall retain an access and maintenance easement over a portion of Lee Wenner Park for accessing and maintaining the Pier. Said easement is more particularly and legally described in "EXHIBIT D."

If at any point the County desires to convey the Pier, the County shall notify the City in writing of the County's intent to convey the Pier. The City shall provide written notification to the County of its intent to exercise its right of first refusal within thirty (30) days of receipt of the County's notice. In the event the City fails to exercise the right of first refusal, this provision shall expire and the right of first refusal shall not bind the other purchaser. Nothing herein shall require that the County maintain, reconstruct, or repair the Pier.

The City shall be responsible for the cost to record the deeds and this Agreement in the public records of Brevard County, Florida. Upon conveyance, the City shall have ownership of, plenary authority over and full responsibility for the functional operation and maintenance of Lee Wenner Park. All of the COUNTY's rights, responsibilities, liabilities, duties and obligations as to Lee Wenner Park shall be transferred to and assumed by the CITY and said park shall be deemed City property, with the exception that the County shall be responsible for providing the City with an annual financial contribution for the future maintenance of Lee Wenner Park pursuant to Section 6 of this Agreement.

Section 4. Covenant to Maintain For Municipal and Recreational Purposes. Upon conveyance of Lee Wenner Park to the City, the City agrees to maintain the subject property for municipal and recreational purposes. Both parties agree that the definition of municipal purpose shall include the development of small commercial use to support waterfront or marine-related

activities but does not include the development of hotels and/or full service restaurants. Other non-recreational uses not permitted herein may be permitted upon the written consent of the Brevard County Board of County Commissioners. In event Lee Wenner Park is not used or ceases to be used for the stated purposes herein, then all right, title and interest Lee Wenner Park shall revert to the County which shall thereafter have the right to reenter and repossess Lee Wenner Park. In the event Lee Wenner Park reverts to the County, the City shall ensure that Lee Wenner Park is returned to the County in same condition or better, normal wear and tear excepted. The City agrees to make the use of Lee Wenner Park available to all County residents and visitors with no differential in fees.

Section 5. Additional Terms.

(a) The parties agree there shall be no metered parking at Lee Wenner Park and that, during normal hours of operation, parking shall be provided to the public free of charge.

(b) The parties agree that the name of the park shall remain Lee Wenner Park. The City shall not change the name of the park without the prior written consent of the Brevard County Board of County Commissioners.

Section 6. County's Annual Maintenance Contribution. The County agrees to provide, for a period of five years, an annual financial contribution to the City to be used exclusively by the City for the future maintenance and operation of Lee Wenner Park. Said contribution shall be made each fiscal year commencing on October 1, 2017 and each anniversary thereafter. The annual payment shall be due no later than November 1 of each fiscal year. The annual payment amount shall be as follows:

(a) For a period of five (5) years commencing on October 1, 2017, the payment amount shall be $60,000.00. The total amount of financial contribution to be provided to the City for the

maintenance and operation of Lee Wenner Park is $300,000.00. At the end of the referenced period of five (5) years the County shall have no further obligation of providing financial contributions to the City for the maintenance and operation of Lee Wenner Park.

Section 7. Implementation and Other Documents. To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed in order to effectuate the conveyance of Lee Wenner Park, the County Manager and City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

Section 8. Employee Status. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the County, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County. Persons employed by the County in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the City, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

Section 9. Indemnification. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

Section 10. Notices.

(a) Whenever either party desires to give notice to the other party, notice shall be sent

to:

For the COUNTY:

County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940
Telephone: (321) 633-2001

For the CITY:

City Manager
65 Stone Street
Cocoa, Florida 32922
Telephone: (321) 433-8660

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 14. **Public Records.** The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 15. **Conflict of Interest.** Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 16. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fee and cost.

Section 17. **Governing Law.** This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 18. **Venue.** Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Section 19. **Effective Date.** This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida by either the City or County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

Carie Shealy, City Clerk

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Henry U. Parrish, III, Mayor

As authorized for execution by the City of Cocoa City Council at its 11/14, 2017 regular meeting.

ATTEST:

SCOTT ELLIS, Clerk of Court

Reviewed for legal form and content:

(Assistant) County Attorney

COUNTY:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
Curt Smith, Chairman

Date: July 25, 2017

As authorized by the Board of County Commissioners at its regular meeting on 7/25/17, 2017.

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2996, Page 2876:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.80 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

"EXHIBIT B"

Prepared by:
Office of the County Attorney
2725 Judge Fran Jamieson Way
Building C- Suite 308
Viera, Florida 32940

COUNTY DEED

THIS INDENTURE, made this 25 day of July, 2017 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF COCOA, a Florida Municipal Corporation, party of the second part,

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated [illegible] attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:
Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
By:
Curt Smith, Chairman
As approved by the Board 7/25/17.

INTERLOCAL AGREEMENT
BREVARD COUNTY/CITY OF COCOA
PAGE 11 OF PAGE 16

Deed Recorded 1/4/18 15

EXHIBIT "A" TO THE COUNTY DEED

LEE WENNER PARK

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

EXHIBIT "B1" TO THE COUNTY DEED

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

And

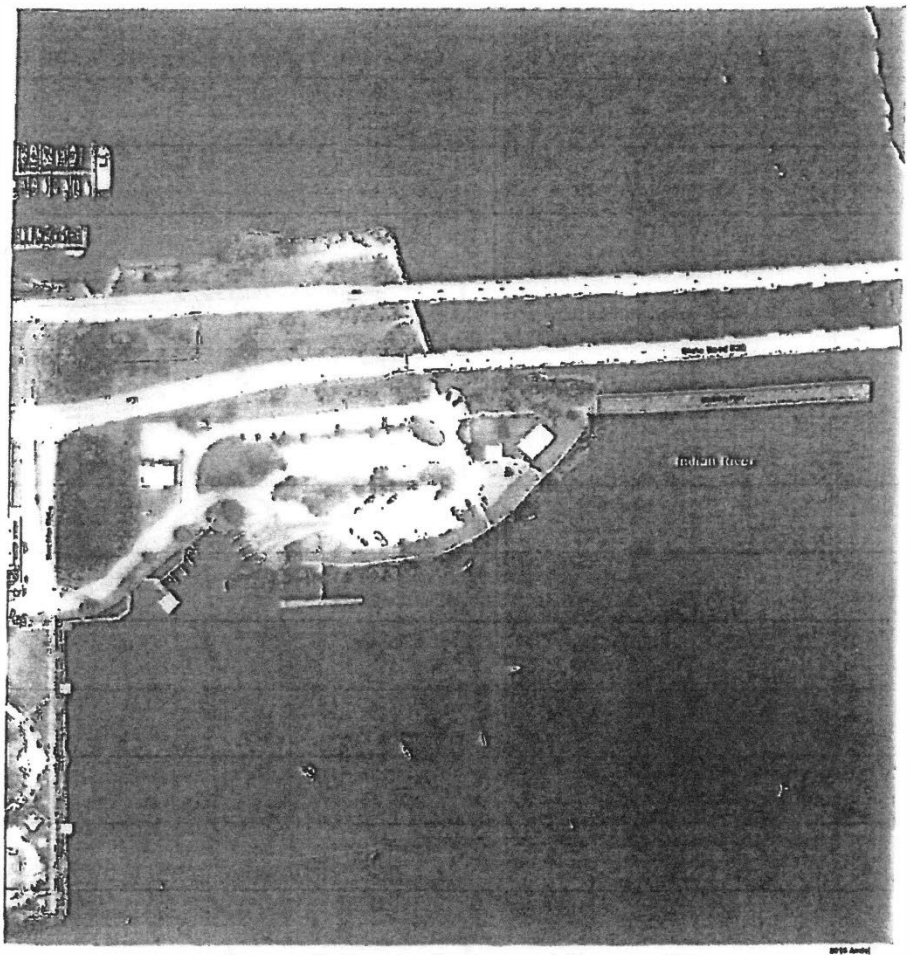
Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

EXHIBIT "B2" TO THE COUNTY DEED

"EXHIBIT C"

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation
2725 Judge Fran Jamieson Way
Viera, FL 32940

INTERLOCAL AGREEMENT
BREVARD COUNTY / CITY OF COCOA
PAGE 15 OF PAGE 16

"EXHIBIT D"

LEE WENNER PARK

ORB 2930, Page 2376;

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44 24'03W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

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Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

CRA WORKSHOP MATERIALS

RVi Planning + Landscape Architecture

COCOA FLORIDA

SR 520 / US1 CORRIDOR

COMMUNITY VISIONING

COMMUNITY WORKSHOP – AGENDA

- Team Introductions
- Why are we here?
- Study Area
- What's Zoning and Future Land Use?
- The SR 520 and US 1 Challenge
- Community Visioning
- Team Breakouts
- Question & Answer Session

COMMUNITY WORKSHOP – WELCOME!

Project Team

- RVi Planning & Landscape Architecture
  - *Ryan Seacrist, PLA, ASLA, Vice President - Principal*
  - *Alexis Crespo, AICP, Vice President of Planning*
  - *Stephen Noto, AICP, Director of Planning*
  - *Patrick Murray, Planning Project Manager*
- City of Cocoa
  - *Mayor Blake*
  - *Stockton Whitten, City Manager*
  - *Kristin Eick, Assistant City Attorney*
  - *Lucilene Ribeiro, Planner*
  - *Jennifer Webster, Planner*

COMMUNITY WORKSHOP - VISIONING

- RVi Planning and Landscape Architecture is completing a zoning and land use compatibility study of the SR 520 and US 1 corridor
- The are a number of properties within the corridor that have Zoning Districts that are not in compliance with their Future Land Use (FLU) Category
- This creates a consistency issue with the Comprehensive Plan

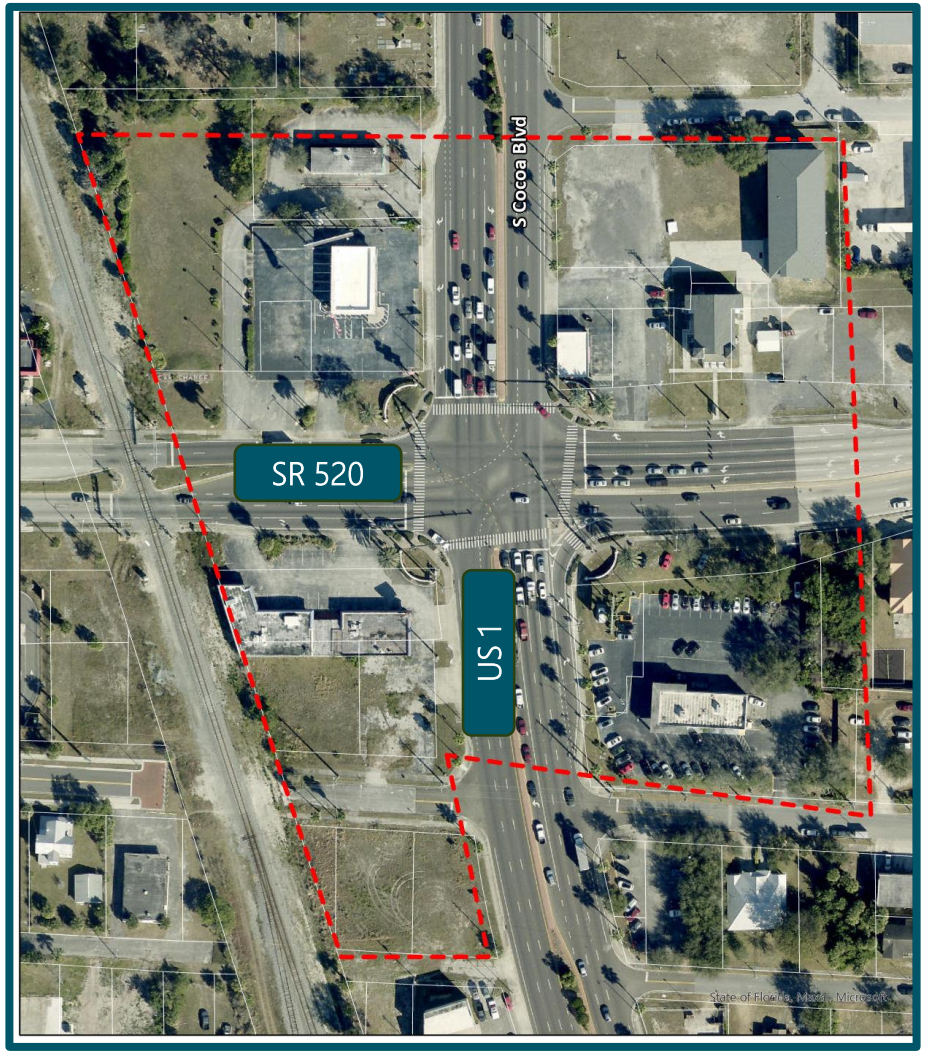
VISIONING STUDY AREA

- The Four Corners has been identified as a vital intersection that acts as an into the core of the City of Cocoa
- It is the intersection of the Diamond Square and Cocoa CRAs
- It is also an entrance into Cocoa Village
- Given this strategic location, it is the start of this visioning

FOUR CORNERS VISIONING AREA

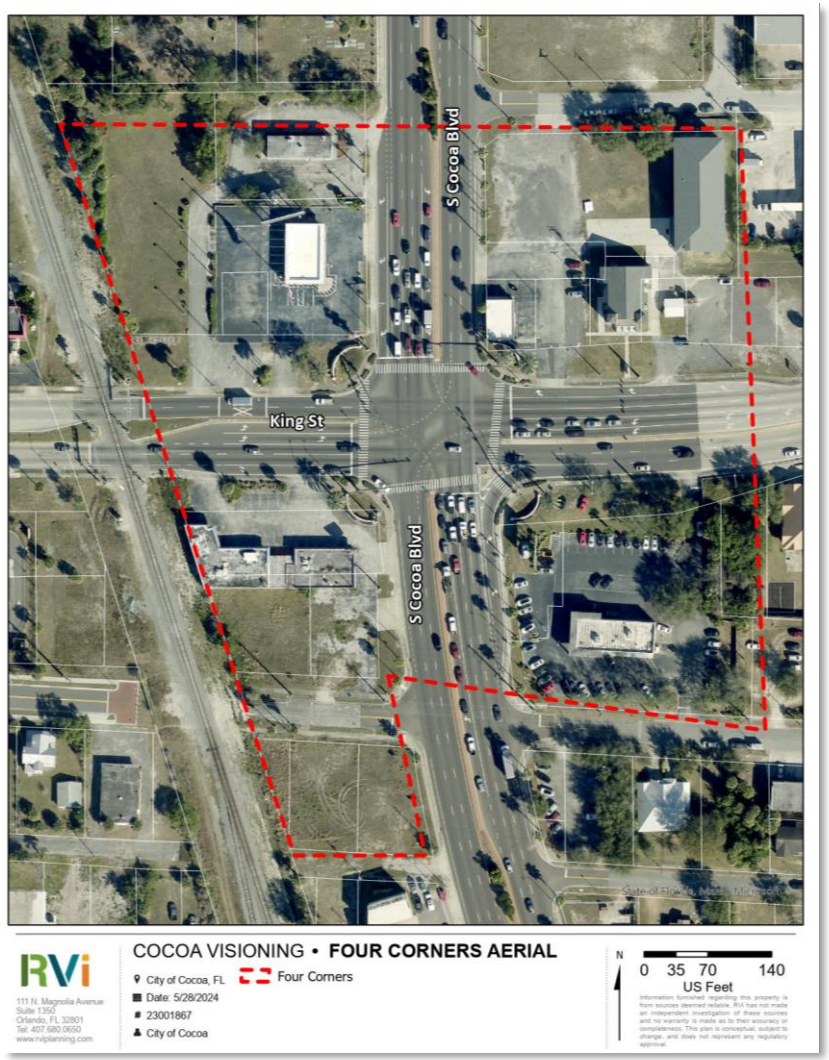
- The Four Corners generally consists of properties that are abutting SR 520 and US 1. The northern boundary is St. Johns St., and the southern boundary is Stone St.

- There are twenty-two (22) parcels within the study area, with six (6) different property owners



FOUR CORNERS

- This study will review the existing condition of the Four Corners.
- We want to understand through analysis how the Mixed-Use vision is currently being implemented.
- If there are gaps in the vision, we want to create opportunities for a shared theme for not only this intersection, but the corridor as a whole.



WHAT IS FUTURE LAND USE?

- Every property in the City is designated within a future land use designation to ensure property is developed in a safe manner that protects the community long-term

- A Future Land Use (FLU) Designation is a generalized map with broad descriptions such as

  - ✓ Residential
  - ✓ Commercial
  - ✓ Industrial

- The Future Land Use Map dictates the properties general type of use, intensity (square footage of commercial) and density (# of homes per acre), and character.

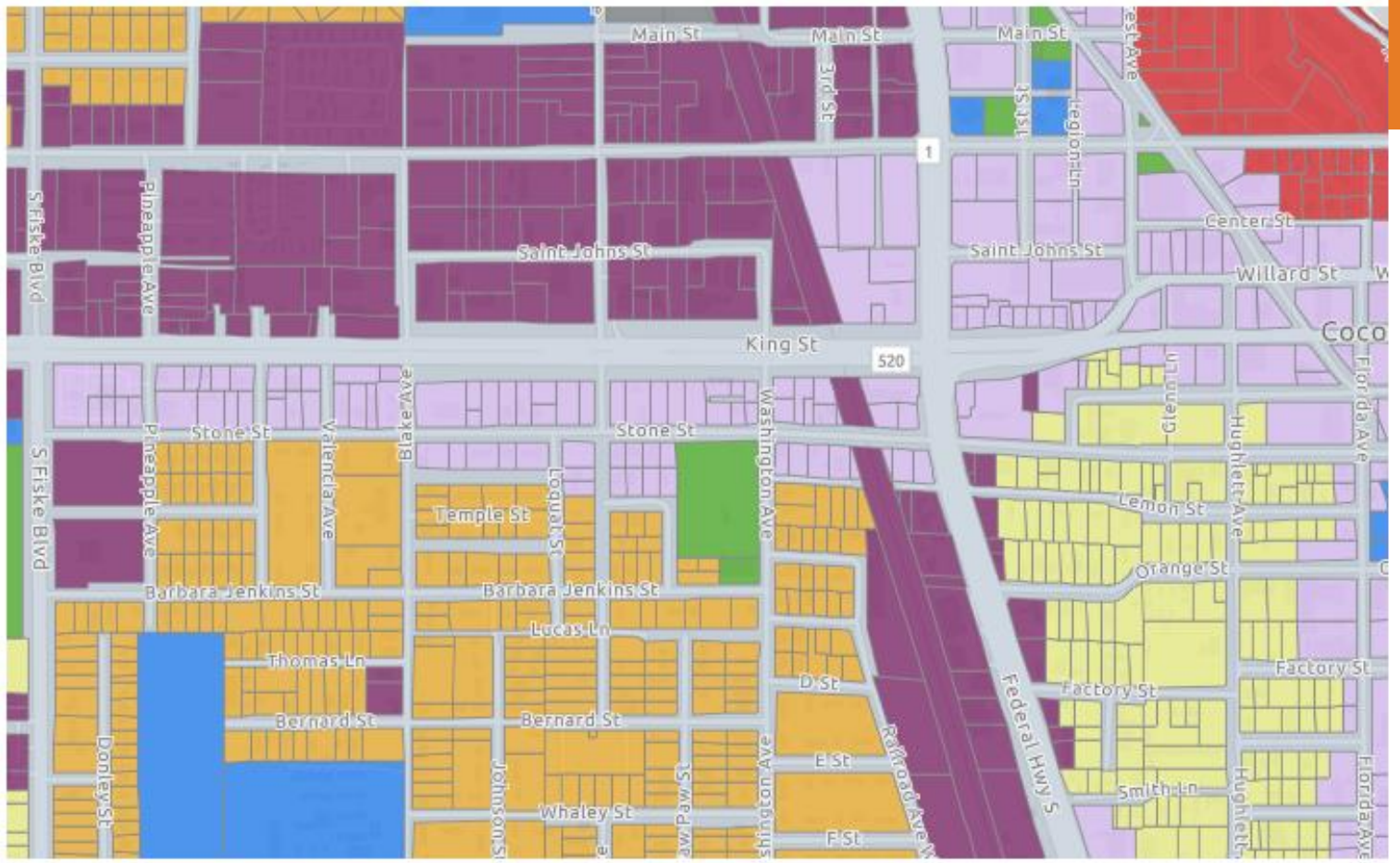
- These designations are assigned on the Future Land Use Map that guides growth in the City for 10+ years so this map does not change frequently

City of Cocoa Future Land Use Map

Future Land Use

- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Commercial
- Mixed Use
- Industrial
- Conservation
- Institutional
- Recreation/Open Space
- Regional Activity Center
- County Zoning

Cocoa City Boundary



WHAT IS ZONING?

- Every property in the City is also assigned a zoning district to ensure what is built is safe, attractive and compatible with the neighboring properties

- A Zoning District regulates very specific uses such as:

  - ✓ Single family home
  - ✓ "Multi-family" buildings/apartments
  - ✓ Medical office
  - ✓ Bank

- Zoning also establishes setbacks, building height, and other standards, i.e. homes must be 25 feet from a street or no more than 35 feet tall

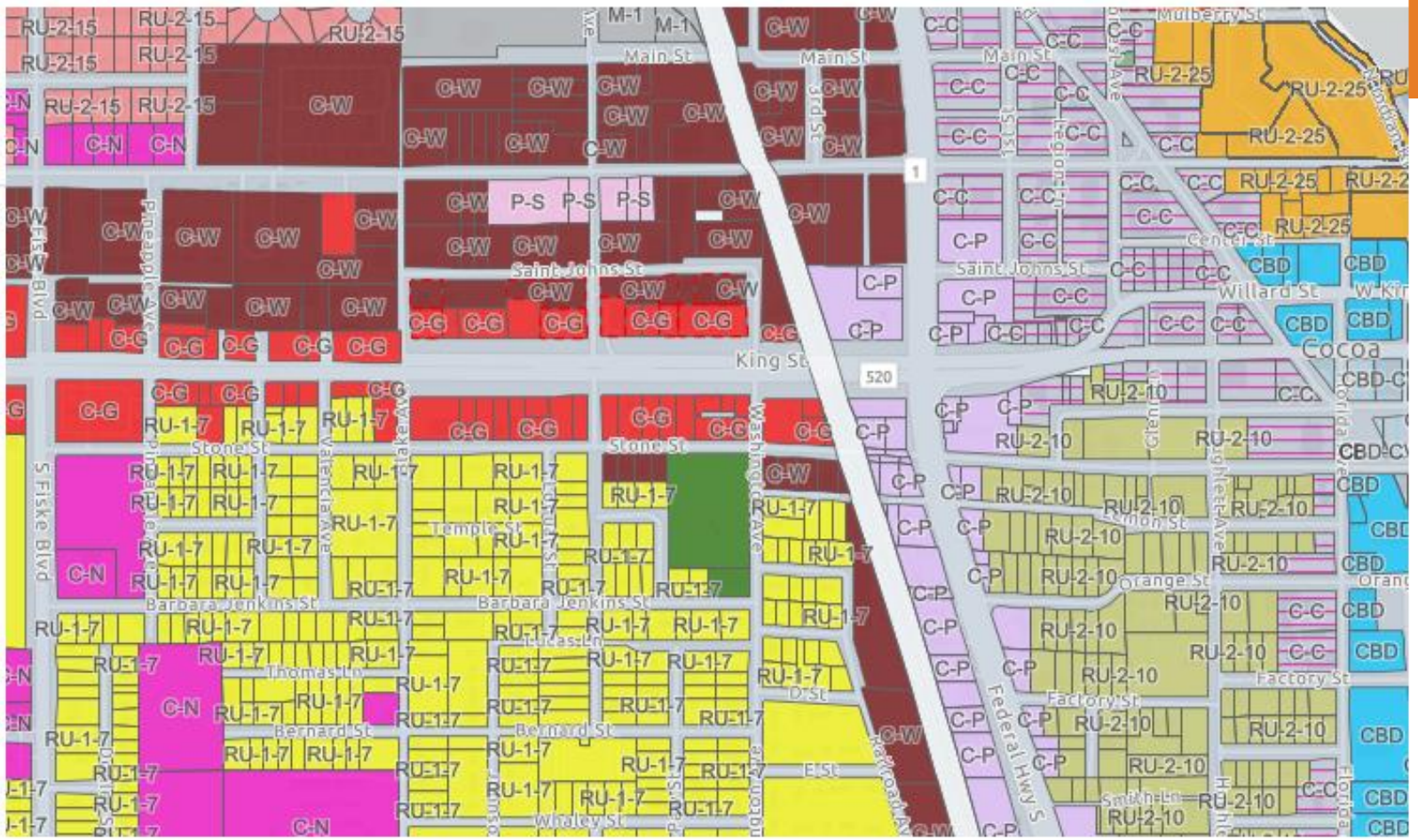
- This map changes more frequently than the Future Land Use Map, i.e. when a bank converts to a day care the zoning map may need to change

City of Cocoa Zoning Map

Split Lots

Cocoa Zoning

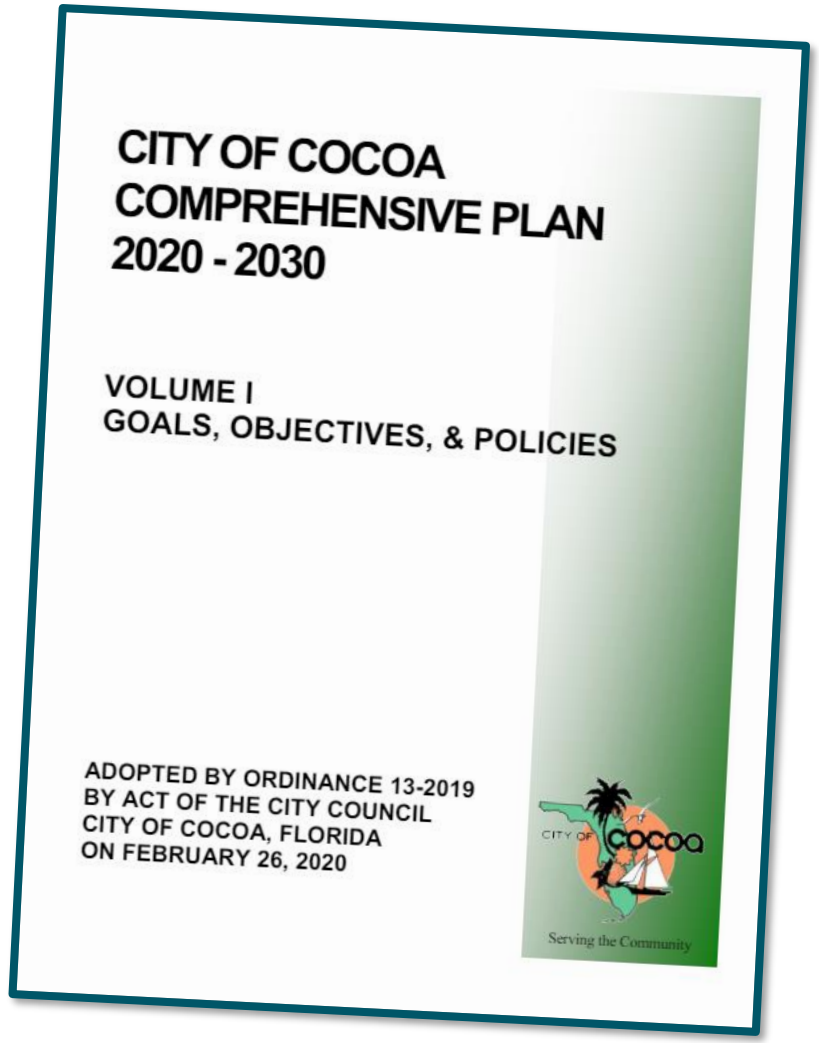
- RA - Residential Agricultural
- RR-1 - Rural Residential
- RE - Residential Estate
- RU-1-7 - Single-Family Residential
- RU-1-7a - Single-Family Residential
- RU-2-10 - Low Density Single & Multiple Family Residential
- RU-2-15 - Multiple Family Dwelling
- RU-2-15 and C-G
- RU-2-25 - Multiple Family Dwelling
- RM-3 - Planned Residential for Mobile Home Park



FOUR CORNERS MIXED USE FUTURE LAND USE

- The Mixed-Use FLU is intended to provide a mix of uses, such as residential, commercial, office, recreational and institutional.

- The Comprehensive Plan has multiple criteria in determining where the MU category is placed, and includes public transit, a compact and walkable environment, unified architectural and streetscape themes, and mixed-use buildings.

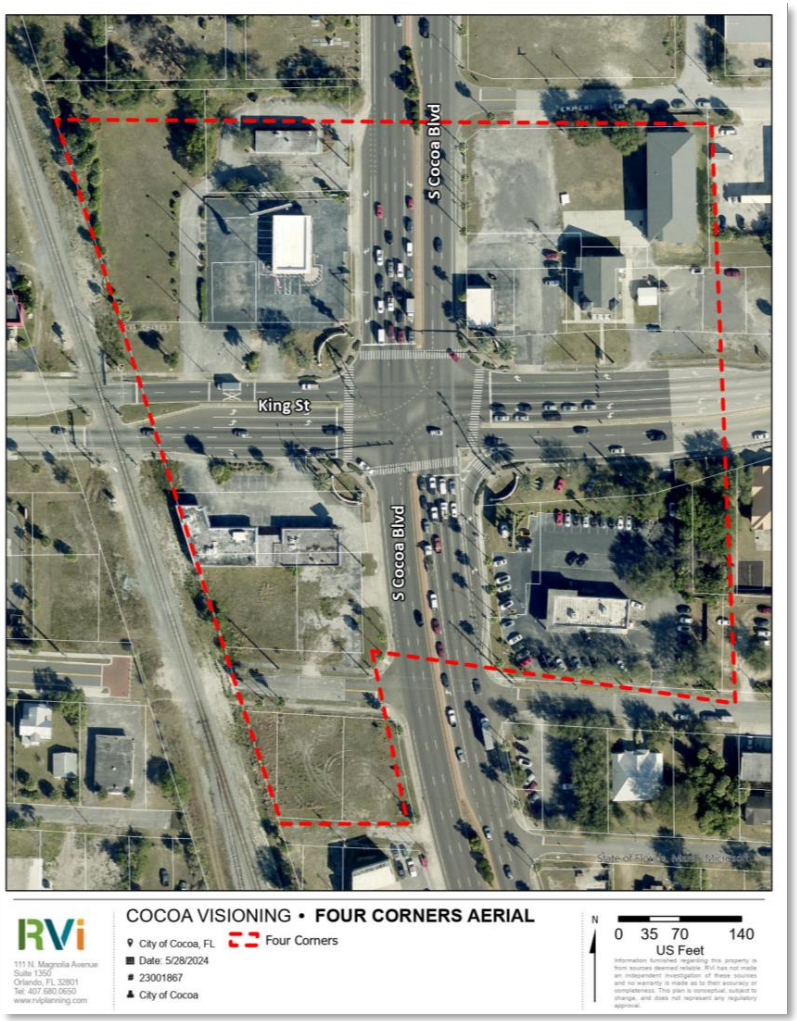


WHAT IS URBAN "MIXED USE" DEVELOPMENT

Source: Business Observer

FOUR CORNERS ZONING ISSUE

- All of the properties within the Study Area have a zoning district of "C-P", Commercial Parkway.
- The C-P zoning district allows for a variety of commercial uses, with a focus on areas located adjacent to a main highway approach into the City.
- *Most of the permitted uses are very auto-oriented and not always supportive of pedestrian friendly designations for the community*

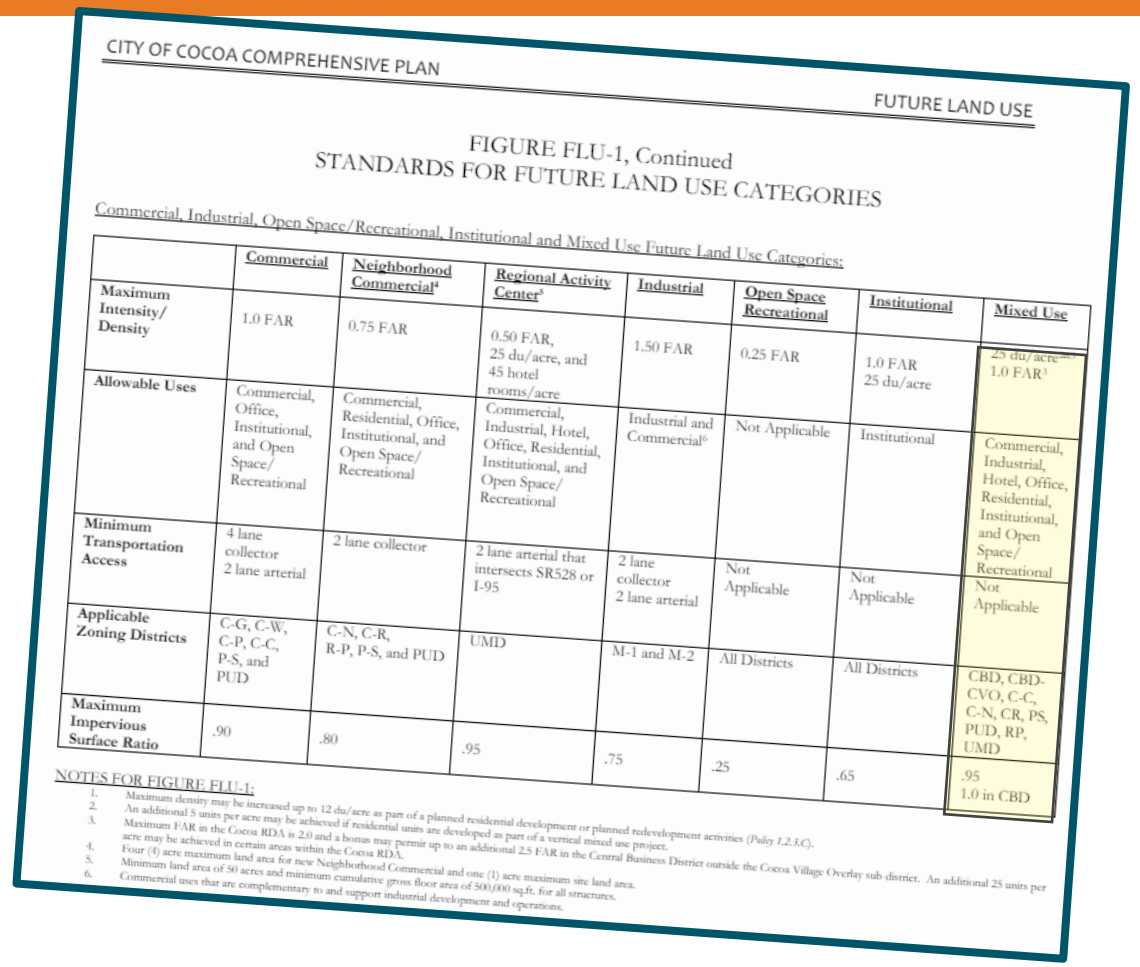


WHAT IS "AUTO ORIENTED" DEVELOPMENT

Source: Crexi

ZONING AND LAND USE – WHAT IS THE ISSUE?

- The C-P is not consistent with Mixed-Use.
- The zoning districts that are consistent, outside of the Central Business District, don't encourage an urban form that encourages a mixture of uses or pedestrian oriented scale to be expected of a mixed-use area.



CITY OF COCOA COMPREHENSIVE PLAN — FUTURE LAND USE

FIGURE FLU-1, Continued
STANDARDS FOR FUTURE LAND USE CATEGORIES

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed Use Future Land Use Categories:

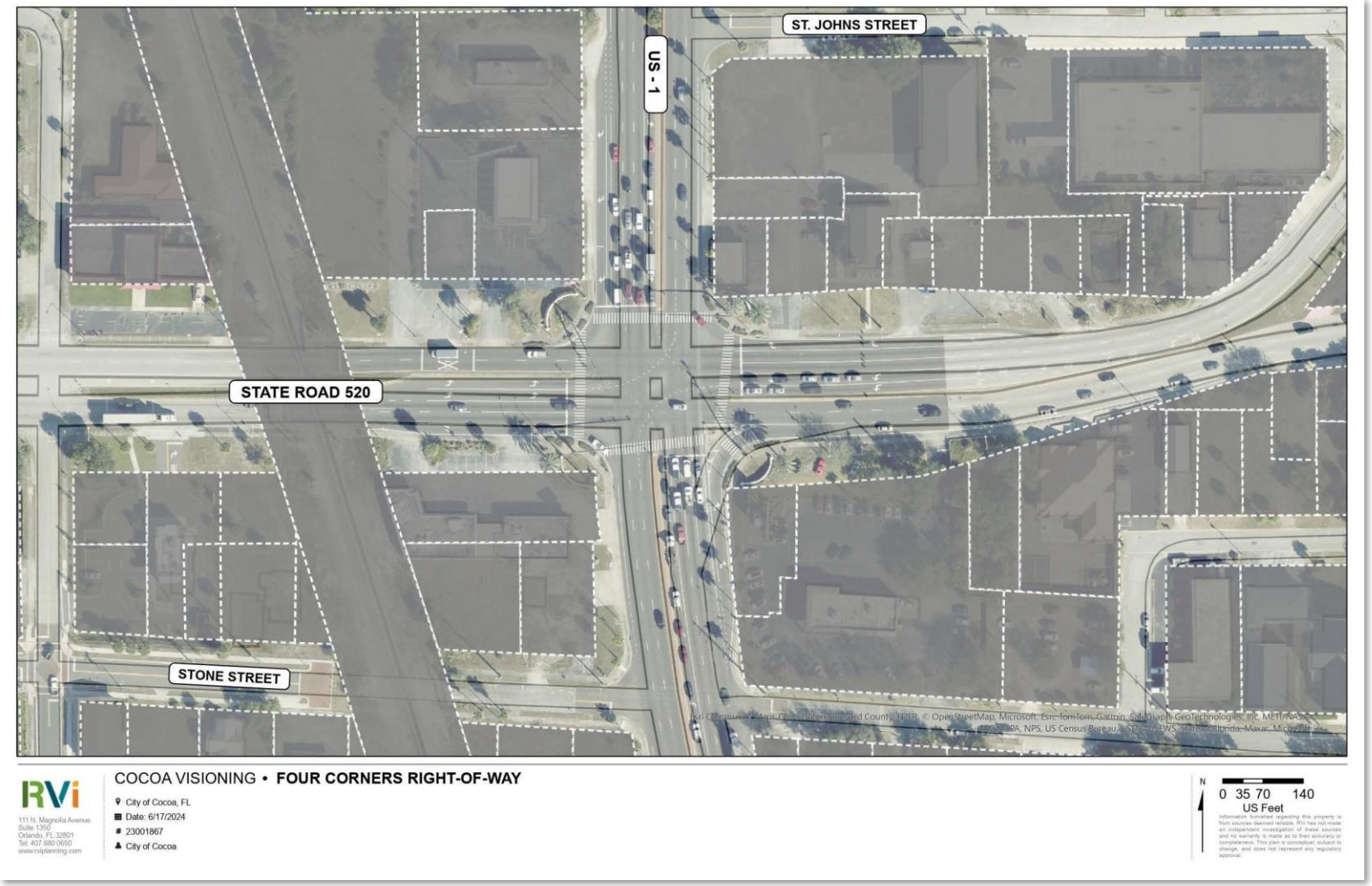
	Commercial	Neighborhood Commercial[4]	Regional Activity Center[5]	Industrial	Open Space Recreational	Institutional	Mixed Use
Maximum Intensity/ Density	1.0 FAR	0.75 FAR	0.50 FAR, 25 du/acre, and 45 hotel rooms/acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[1,2] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	2 lane arterial that intersects SR528 or I-95	2 lane collector 2 lane arterial	Not Applicable	Not Applicable	Not Applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, and PUD	C-N, C-R, R-P, P-S, and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, CR, PS, PUD, RP, UMD
Maximum Impervious Surface Ratio	.90	.80	.95	.75	.25	.65	.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

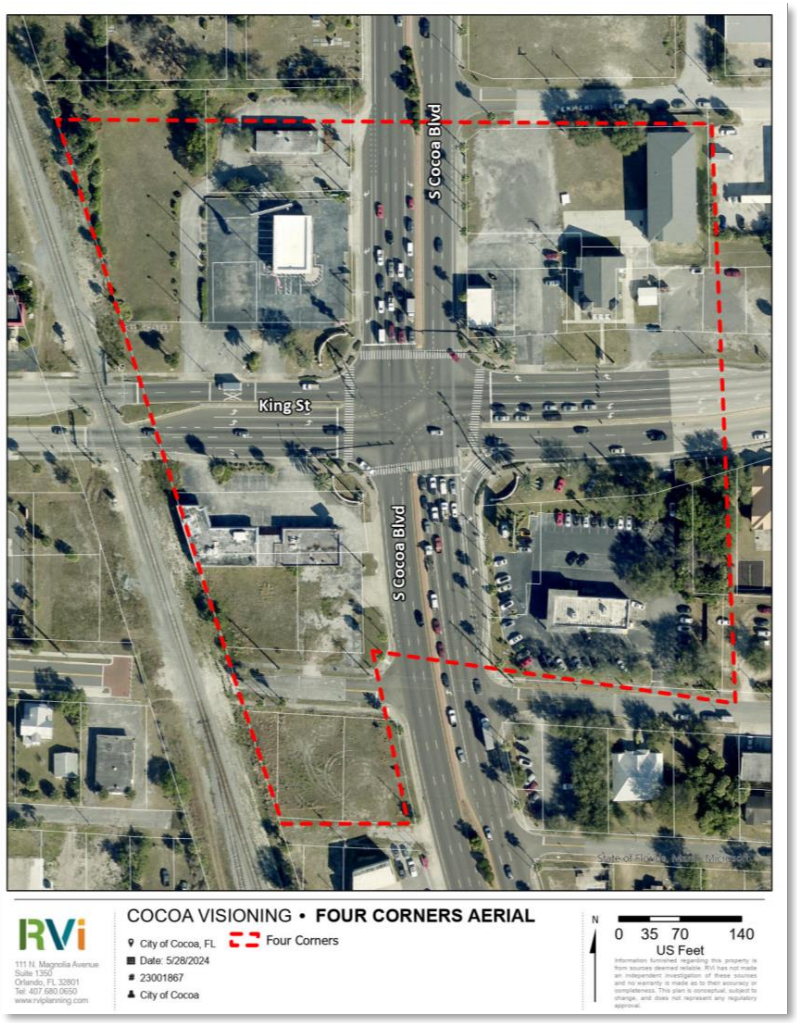
1. Maximum density may be increased up to 12 du/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq.ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.

RIGHT OF WAY CHALLENGES

- The SR520 ROW is 200’ wide in certain areas.
- Some properties have private parking that extend into the ROW.
- This impacts site design and ROW improvements.
- Does allow for opportunities for pedestrian and multi-modal improvements.



FOUR CORNERS – EXISTING CONDITIONS



FOUR CORNERS – EXISTING CONDITIONS

- 209 & 219 S. Cocoa Blvd.
- Papa Johns and Multiple-use office building
- Office building previously operated as an auto sales lot

FOUR CORNERS – EXISTING CONDITIONS

1. The site is single-use with no building frontage up to the street.

2. There is no street landscaping.

3. Due to the location of the building, parking, sidewalks, and other infrastructure, there is no pedestrian scale or encouraged level of walkability.

4. There is a Space Coast Area Transit stop available (520 Connector), but no bus shelter. This does not encourage use of multi-modal transportation options.

5. Aside from the Cocoa entry identification sign, the intersection would benefit from landscaping, higher visibility pedestrian crossings, and an intersection enhancement.

FOUR CORNERS – EXISTING CONDITIONS

- 220 N. Cocoa Blvd. & 474 W. King St.
- Smoke shop, parking lot, & Church.
- Smoke shop was previously a payday loans business.

FOUR CORNERS – EXISTING CONDITIONS

1. It is a single-use structure, however the building is brought to the street.

2. There is minimal landscape between the structure and the sidewalk.

3. Aside from the Cocoa entry identification sign, the intersection would benefit from landscaping, higher visibility pedestrian crossings, and an intersection enhancement.

FOUR CORNERS – EXISTING CONDITIONS

- 304 S. Cocoa Blvd.
- CARite of Cocoa
- Has operated as a car sales lot for over twenty years

FOUR CORNERS – EXISTING CONDITIONS

1. Traditional auto-oriented use with building setback from the street with a parking lot separating.

2. Perimeter landscaping includes palm trees but lacks a pedestrian level hedge row to buffer the use from the roadway.

3. Recent DOT improvements included the removal of a turn lane from US1 to SR520 and widening of pedestrian walkway, which improves the pedestrian experience.

4. Intersection would benefit from landscaping, higher visibility pedestrian crossings, and an intersection enhancement.

FOUR CORNERS – EXISTING CONDITIONS

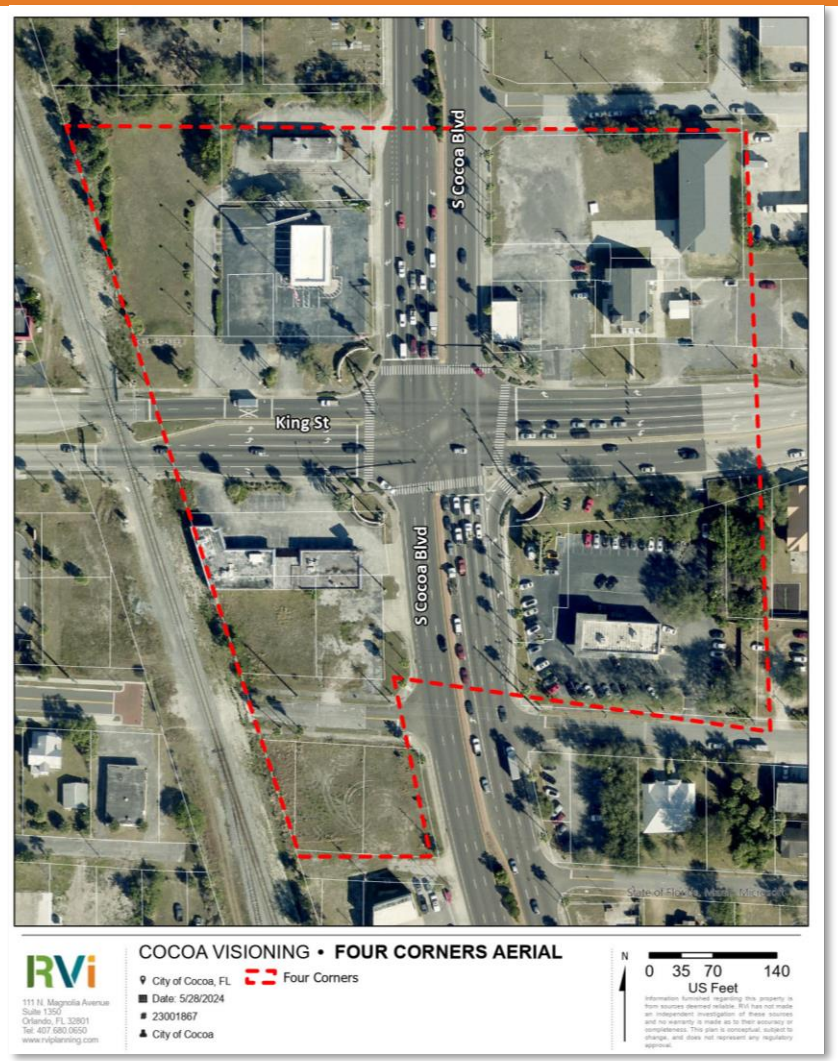
- 301 S. Cocoa Blvd.
- Currently vacant
- Multiple curb-cuts on US1 and SR 520
- Previously consisted of multiple retail buildings

FOUR CORNERS – EXISTING CONDITIONS

- Site has greatest chance for success due to it being vacant.
- Multiple challenges due to existing on-site easements and curb cuts.
- Pedestrian scale can be achieved through proper site design in building location, landscape, and location of infrastructure.

FOUR CORNERS – EXISTING CONDITIONS

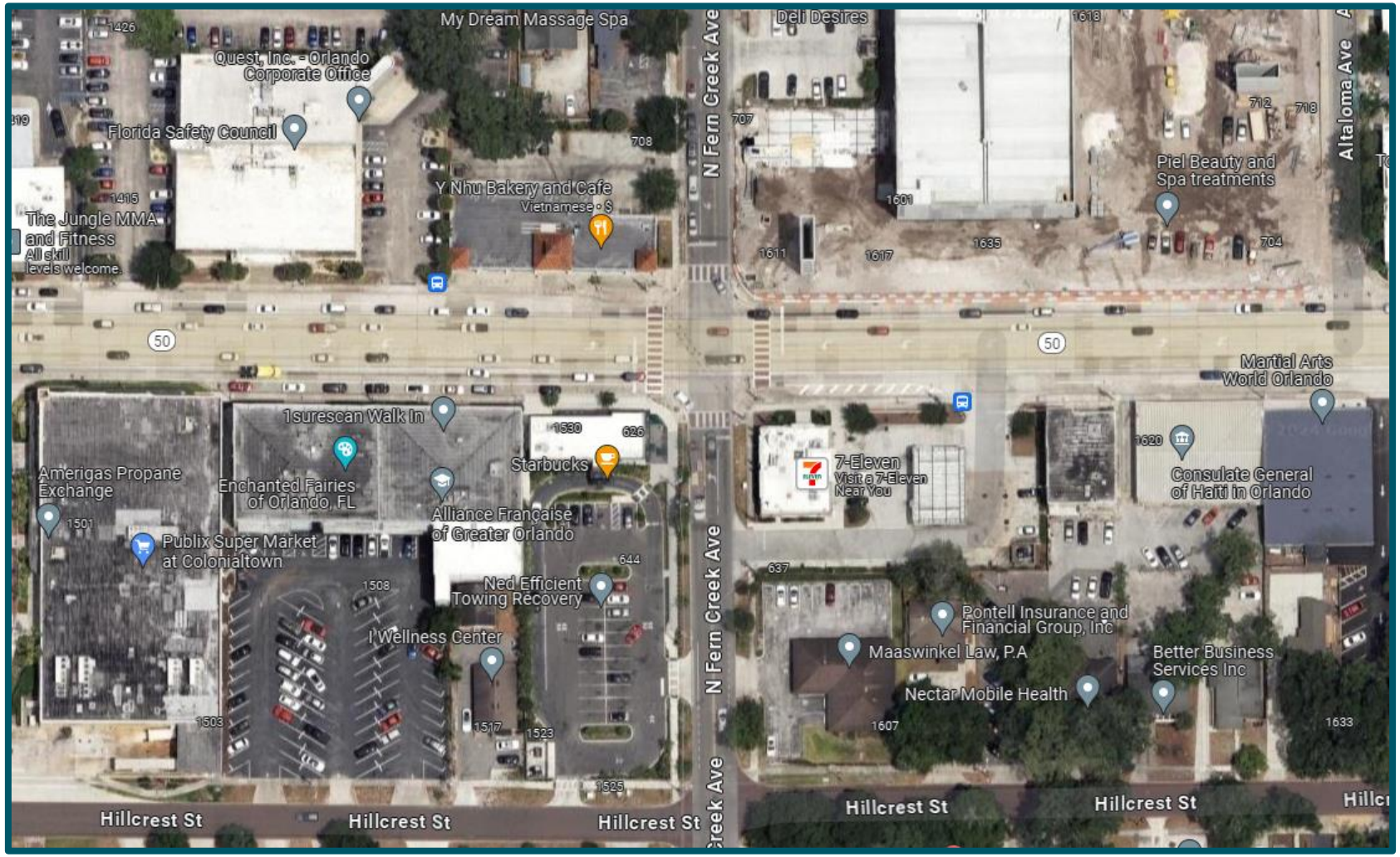
- On the whole, the intersection struggles with auto-oriented uses that are not at a pedestrian scale to encourage walkability.
- This isn't all due to the buildings: the SR 520 right-of-way is so large that building setbacks seem exaggerated due to the lack of landscaping and pedestrian or transit amenities.
- Due to the ROW width, traffic counts, and railroad infrastructure, it can be difficult to create a pedestrian scale environment typically seen in a mixed-use neighborhood.



FOUR CORNERS – THE VISION

Knowing that the vision is a mixed-use corridor, while understanding the conditions brought by two major state roadways, there are real world strategies to improve the aesthetics of the corridor through design. These aesthetics impact the use of the site.

FOUR CORNERS – REAL WORLD EXAMPLES



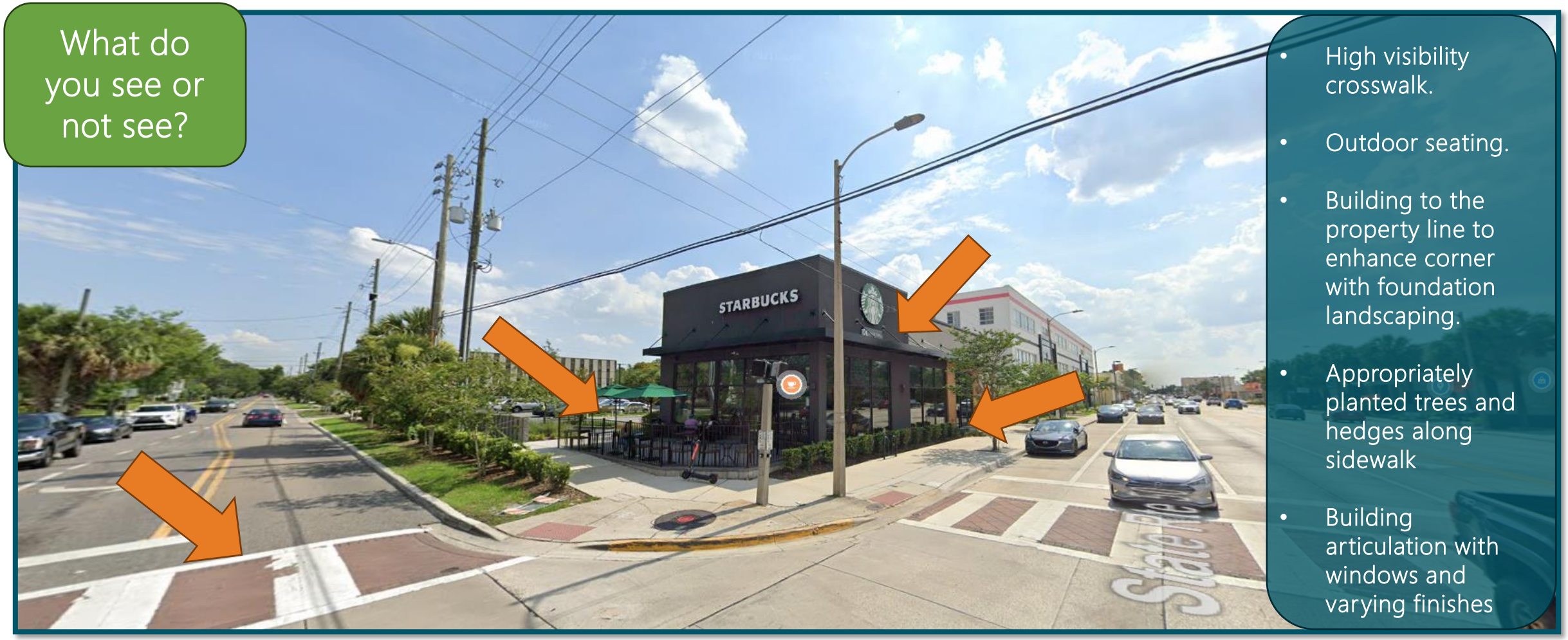
FOUR CORNERS – REAL WORLD EXAMPLES

REAL WORLD EXAMPLES

What do you see or not see?

REAL WORLD EXAMPLES

What do you see or not see?



- High visibility crosswalk.
- Outdoor seating.
- Building to the property line to enhance corner with foundation landscaping.
- Appropriately planted trees and hedges along sidewalk
- Building articulation with windows and varying finishes

REAL WORLD EXAMPLES

Drive-Thru is hidden!

- Hidden drive-thru with internal flow.
- Stem wall to protect pedestrians and improve buffer
- Pedestrian scale landscape that is also sensitive to overhead powerlines
- Continued building articulation and finishes with limited signage.

REAL WORLD EXAMPLES

What do you see or not see?

REAL WORLD EXAMPLES

What do you see or not see?

- High visibility crosswalk.
- Building to the property line to enhance corner with foundation landscaping.
- Public entrance from framework road.
- Appropriately planted trees and hedges along sidewalk.

REAL WORLD EXAMPLES

What do you see or not see?

- Stem wall with landscape to enhance buffer and improve pedestrian safety.
- Appropriately located trees away from the overhead powerlines.
- Location of canopy is behind front wall of building, and hidden due to landscape.

REAL WORLD EXAMPLES

What do you see or not see?

REAL WORLD EXAMPLES

What do you see or not see?

- Gas canopy is behind main wall of building.
- Multiple building finishes and articulation points.
- Foundation landscaping.
- Limited signage.
- Public art to enhance the corner and pedestrian experience.

REAL WORLD EXAMPLES

2474 and 2504 S. Orange Ave., Orlando, FL

REAL WORLD EXAMPLES

4120 SR 46, Sanford, FL

FOUR CORNERS – IMPLEMENTING A VISION

FOUR CORNERS – THE VISION

FOUR CORNERS – IMPLEMENTING A VISION

FOUR CORNERS – THE VISION

FOUR CORNERS – IMPLEMENTING A VISION

FOUR CORNERS – THE VISION

INTERACTIVE SESSION!

We’re now all urbanists.

We are here this evening to engage with the community for your feedback.

Group Breakout Sessions to discuss Land Use, Built Form, Landscape, Mobility.

NEXT STEPS

After this workshop, RVi will coordinate with City staff to prepare a "Four Corners Overlay" to create design standards for the corridor. This standards will also be considered for the rest of the SR520/US1 corridor that has zoning/FLU inconsistencies.

Public hearings will be held with the Planning and Zoning Board as well as the City Council regarding these code amendments. You have the opportunity to provide your input about this project during those hearings.

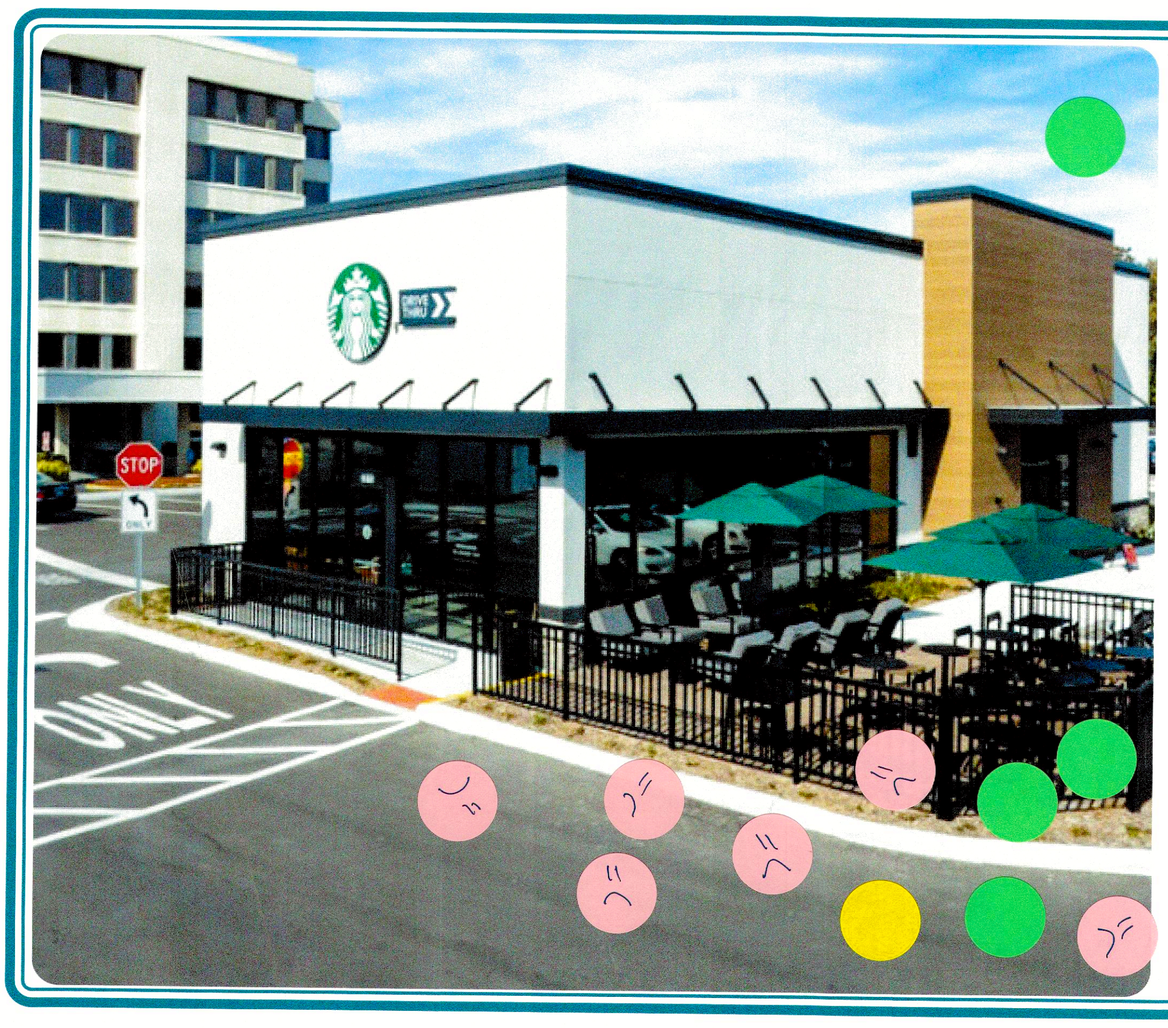
QUESTION & ANSWER

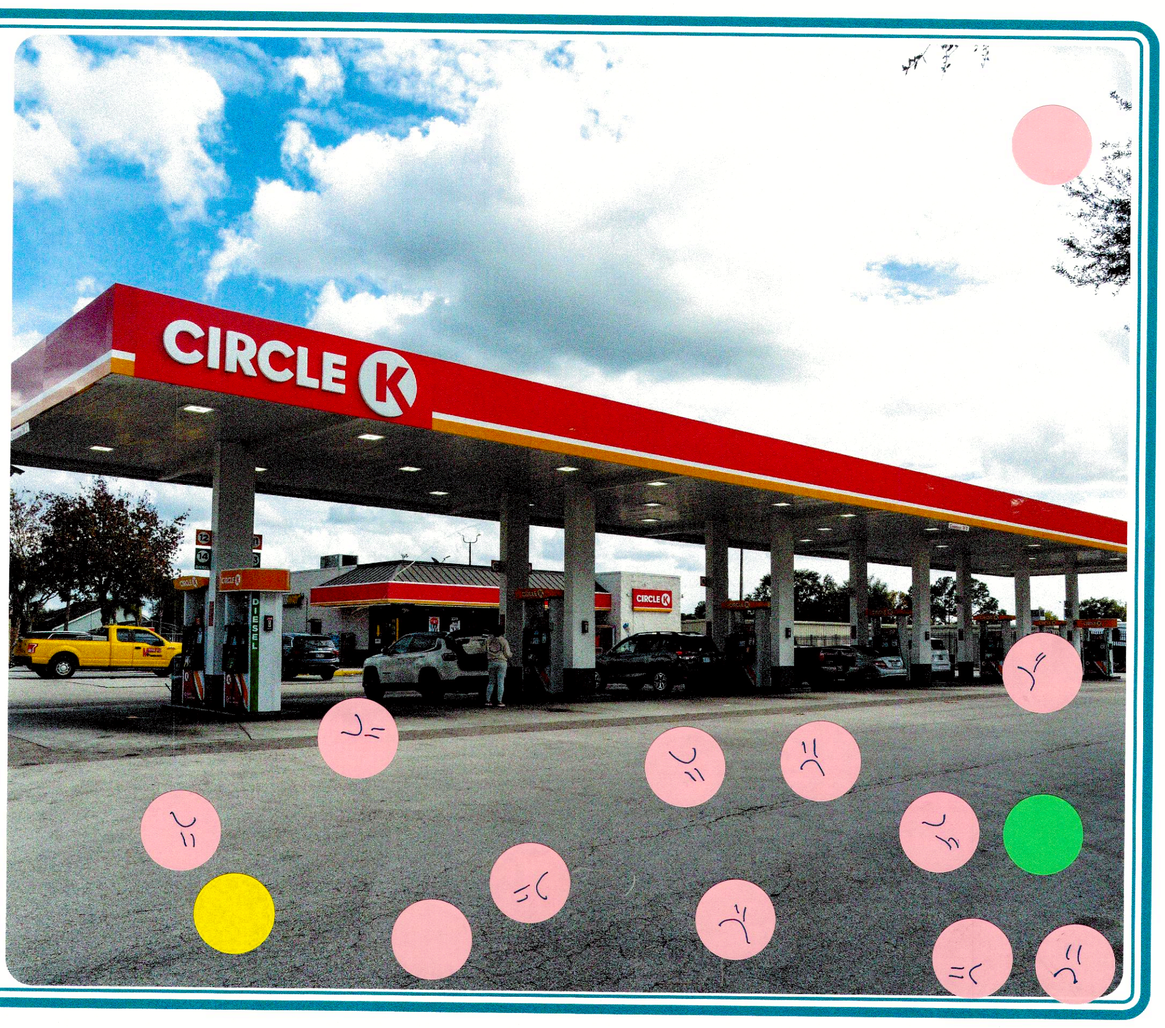
RVi Planning + Landscape Architecture

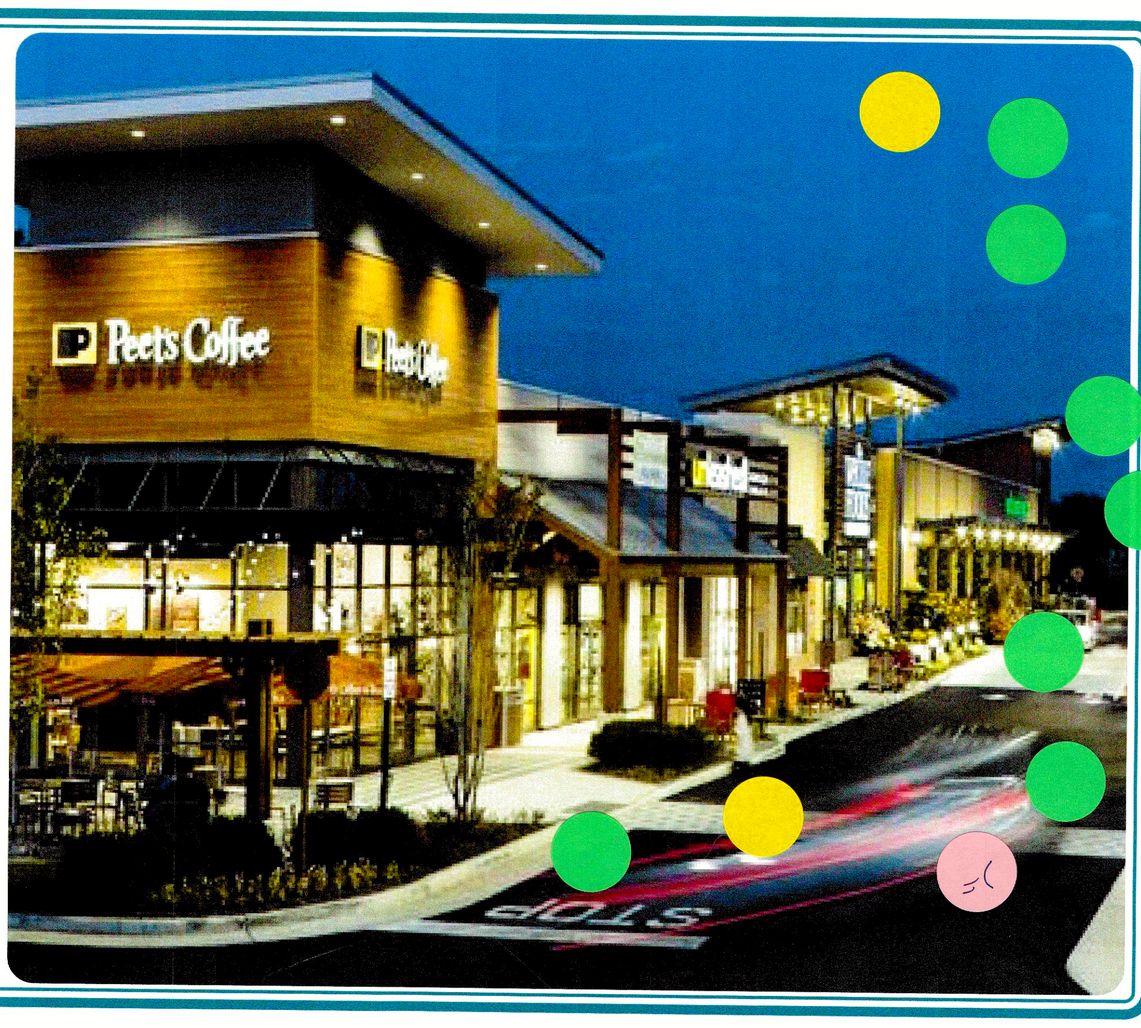
COCOA FLORIDA

THANK YOU!

LAND USE

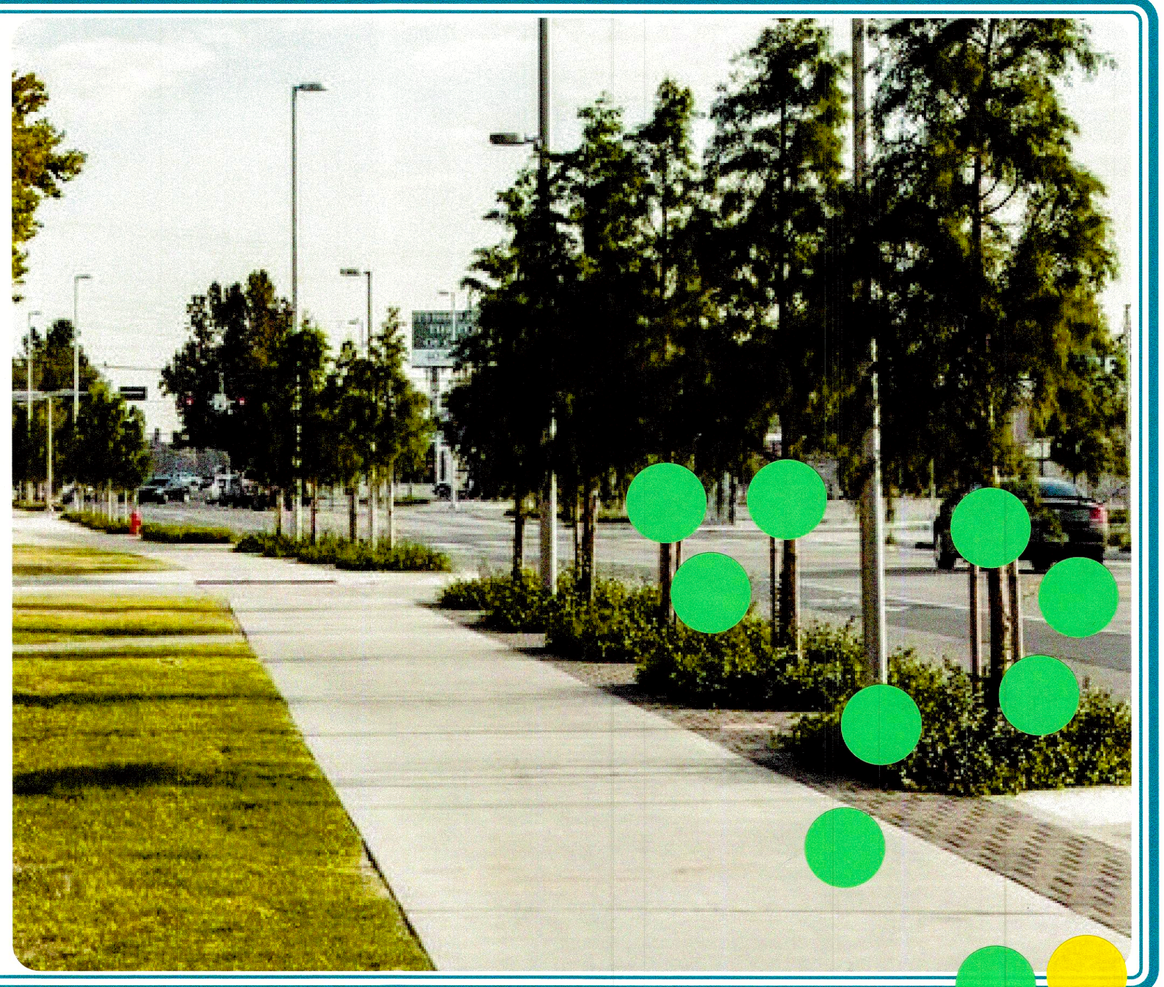






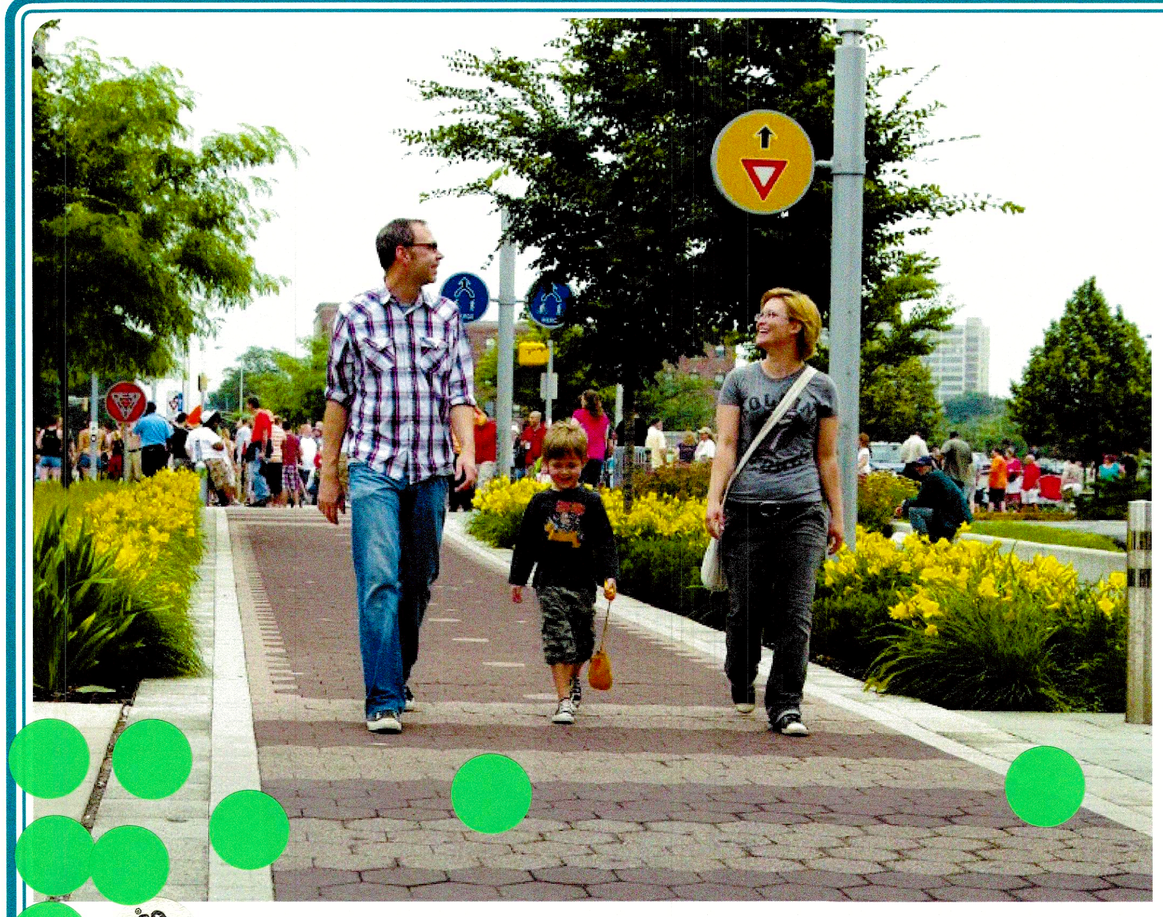
RVi
Open the Outdoors

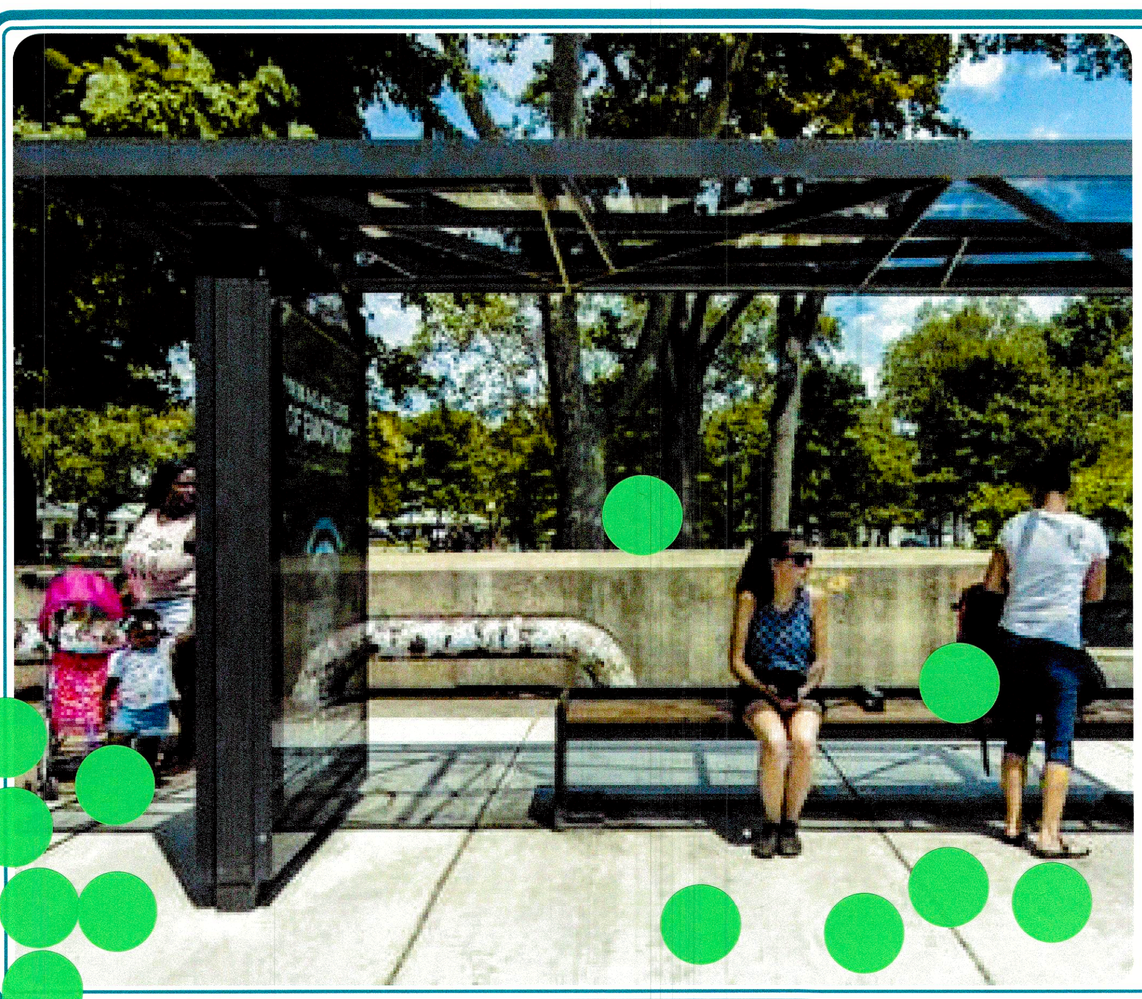
URBAN DESIGN



RVi
Open the Outdoors

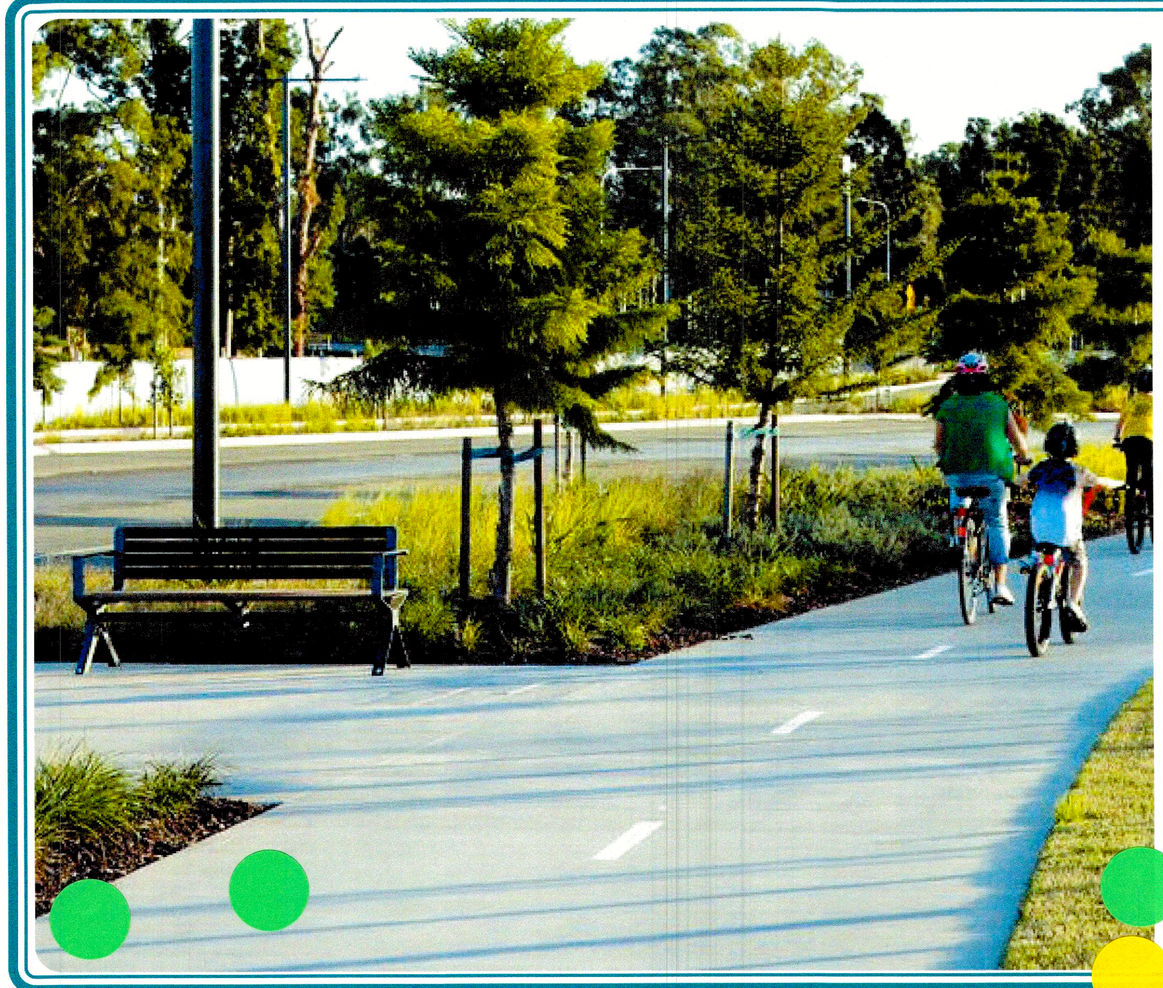
MOBILITY

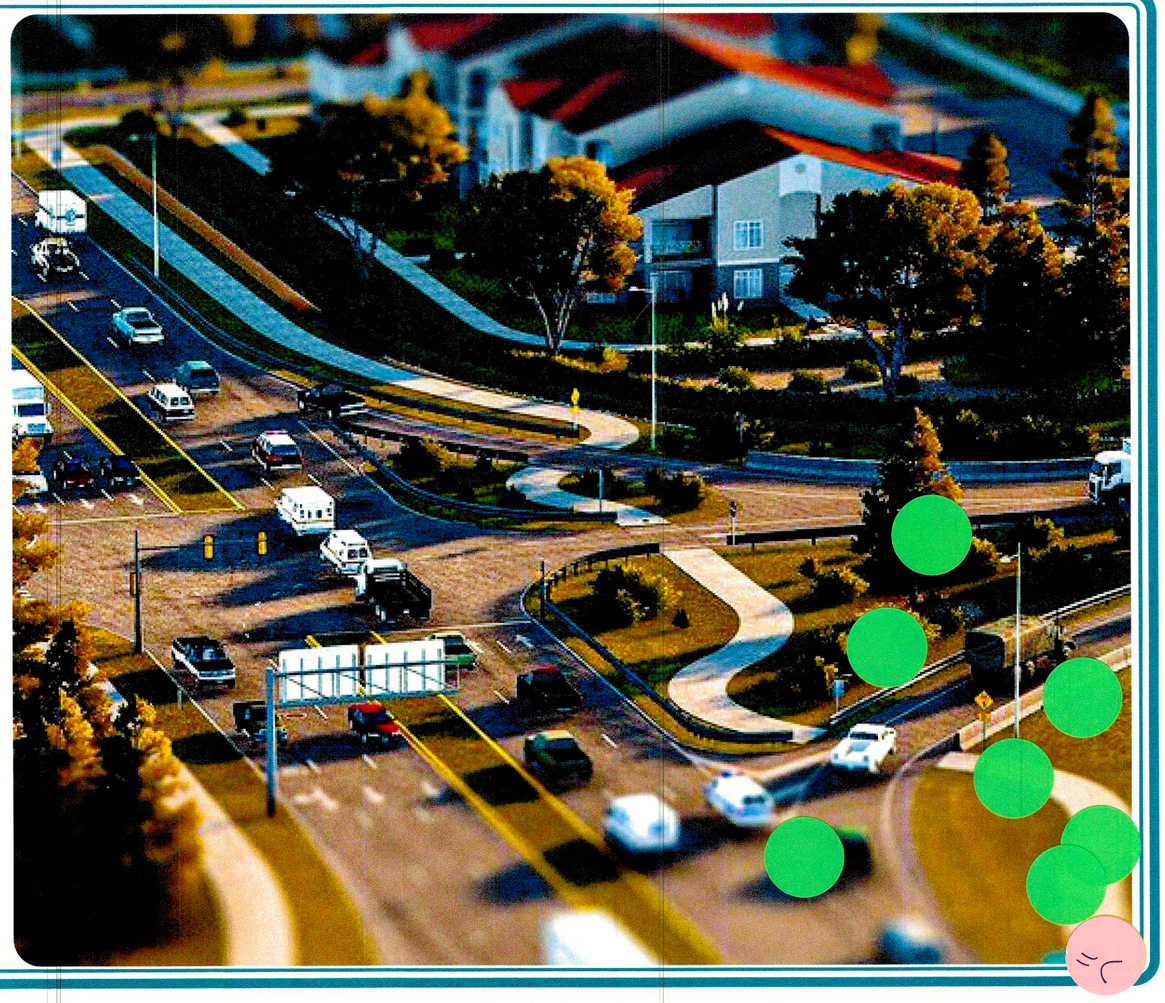


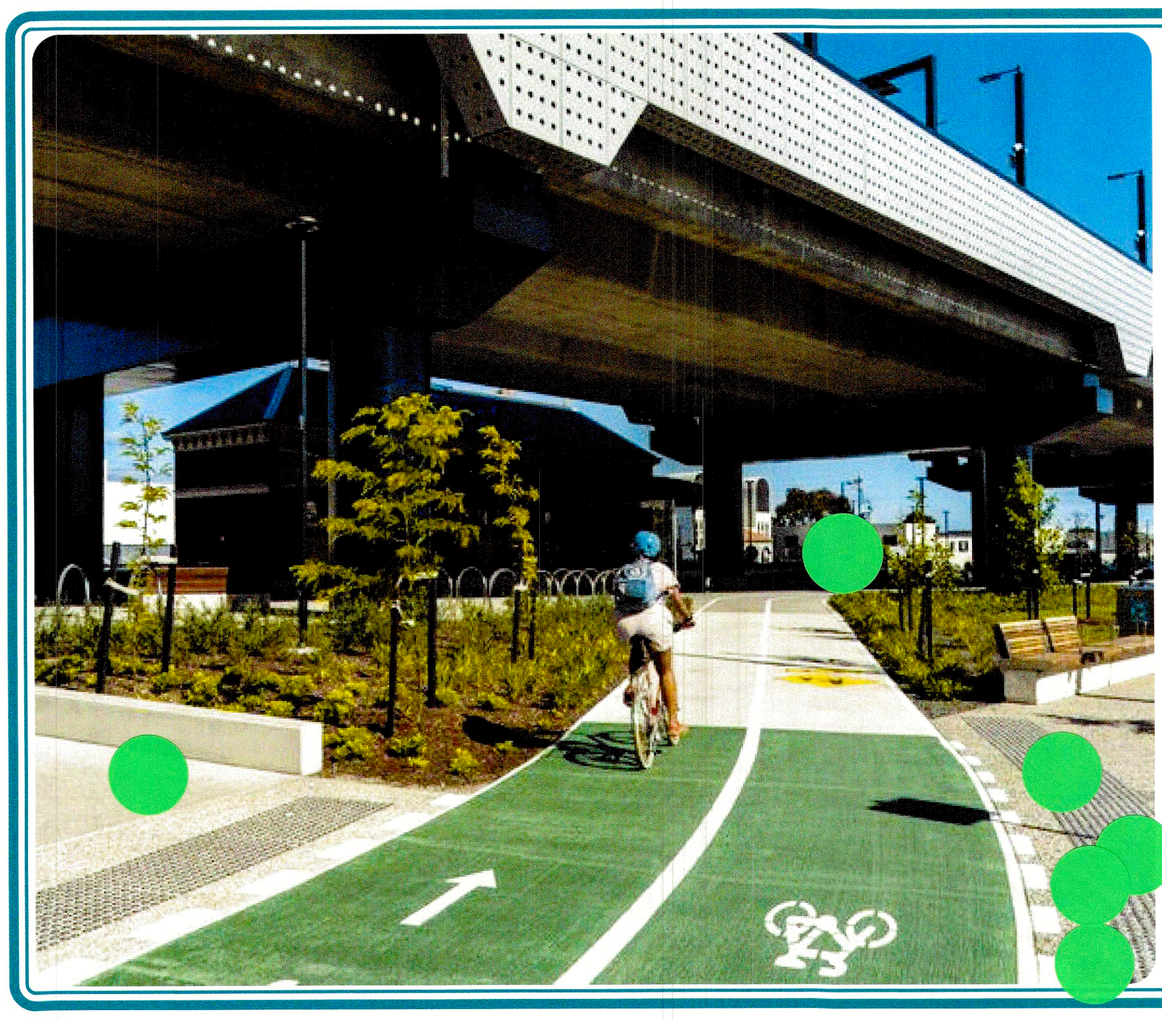


Open the Outdoors

STREETSCAPE







RVi
Open the Outdoors

N

COCOA
FLORIDA

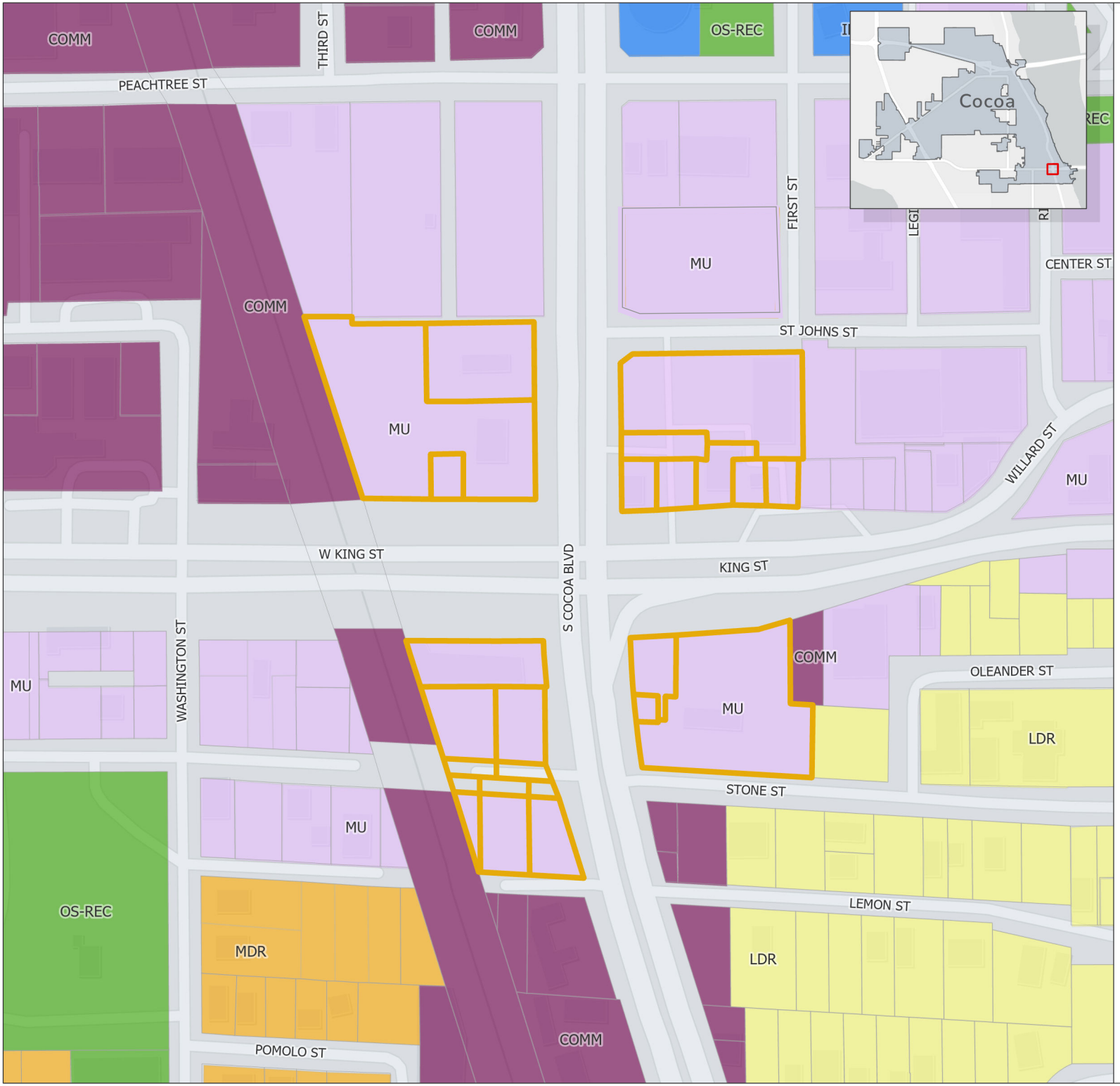
Four Corners Overlay Location

February 24, 2025

- Subject Parcels
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20250221-159001.0.1



Four Corners Overlay Future Land Use

February 24, 2025

Subject Parcels

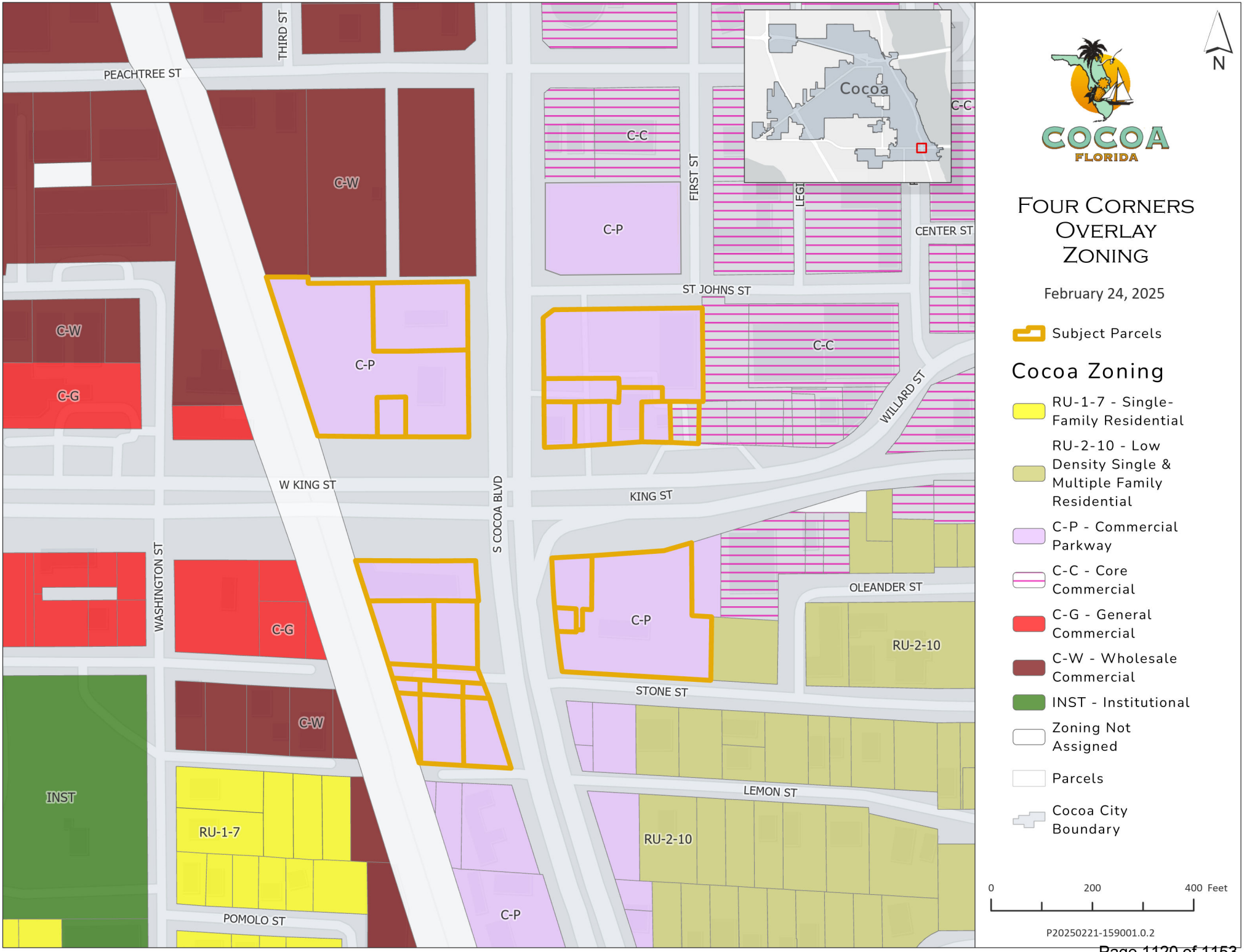
Future Land Use

- Low Density Residential
- Medium Density Residential
- Commercial
- Mixed Use
- Institutional
- Recreation/Open Space
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20250221-159001.0.3


PEACHTREE ST
THIRD ST
C-W
C-C
C-P
FIRST ST
CENTER ST
ST JOHNS ST
C-G
W KING ST
S COCOA BLVD
KING ST
WILLARD ST
WASHINGTON ST
OLEANDER ST
RU-2-10
STONE ST
INST
RU-1-7
LEMON ST
POMOLO ST
Cocoa
N
COCOA
FLORIDA
FOUR CORNERS OVERLAY ZONING
February 24, 2025
Subject Parcels
Cocoa Zoning
RU-1-7 - Single-Family Residential
RU-2-10 - Low Density Single & Multiple Family Residential
C-P - Commercial Parkway
C-C - Core Commercial
C-G - General Commercial
C-W - Wholesale Commercial
INST - Institutional
Zoning Not Assigned
Parcels
Cocoa City Boundary
0
200
400 Feet
P20250221-159001.0.2

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/26/2025

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 08/26/2025

Legal Clerk

Notary, State of WI, County of Brown

5/15/27

My commission expires

Publication Cost:	$647.84	
Tax Amount:	$0.00	
Payment Cost:	$647.84	
Order No:	11595337	# of Copies:
Customer No:	1127247	1
PO #:	PZ FCOD ZTA CP Sept 10 Final	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING:

LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT | ORD 01-2025

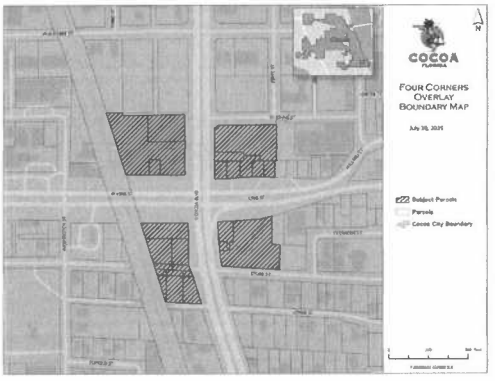
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THAT THE COMMERCIAL PARKWAY ZONING DISTRICT WITHIN THE FOUR CORNERS OVERLAY DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MIXED USE FUTURE LAND USE CATEGORY; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

LAND DEVELOPMENT REGULATIONS AMENDMENT| ORD 02-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XI OF THE CODE OF THE CITY OF COCOA, CREATING AND ADOPTING THE FOUR CORNERS OVERLAY DISTRICT; PROVIDING FOR ITS PURPOSE AND APPLICABILITY; ESTABLISHING PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; PROVIDING FOR PERFORMANCE STANDARDS, INCLUDING SETBACKS, PARKING, LANDSCAPING, AND SIGNAGE REQUIREMENTS; ESTABLISHING BUILDING DESIGN STANDARDS; ESTABLISHING THE BOUNDARIES OF THE FOUR CORNERS OVERLAY DISTRICT, PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBITS "A" AND "B" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CONSISTING OF THE FOLLOWING PARCEL ID NUMBERS:

24-36-33-31-C-1,24-36-33-32-*-3,24-36-33-30-*-14,24-36-33-00-251,24-36-33-00-289,24-36-33-30-*-15,24-36-33-30-*-8,24-36-33-31-A-5,24-36-33-31-C-2,24-36-33-30-*-21.03,24-36-33-30-*-21.04,24-36-33-00-253,24-36-33-31-*-R.4,24-36-33-31-*-R.3,24-36-33-31-*-R.5,24-36-33-31-*-R.1,24-36-33-31-*-R.2,24-36-33-32-*-9,24-36-33-00-288,24-36-33-32-*-7,24-36-33-31-D-11,24-36-33-31-D-12,24-36-33-31-D-13, 24-36-33-00-258



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON

Sept 10, 2025

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

Sept 23, 2025

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

General Notice Information:

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://www.cocoafl.gov/291/20338/City-Meetings

Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov.

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://www.cocoafl.gov/291/20338/City-Meetings The City is not responsible for technical difficulties that may occur while viewing or listening online.

FT-42425912

CITY COUNCIL AGENDA ITEM

Memo Date:	October 3, 2025
Agenda Date:	October 14, 2025
File ID:	2025-952
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Consider the Donation Application for The Success Center in the amount of $1,000.

BACKGROUND:

The Success Center is requesting $5,000 to assist with costs associated with their upcoming Prosperity and Wealth Summit, scheduled for Sunday, October 19, 2025. The Council policy only allows a $1,000 donation per agency per year. According to their application, the event is designed to equip families, youth, seniors, veterans, and small business owners with financial education and tools that promote stability and generational wealth.

The summit will focus on key topics such as homeownership, entrepreneurship, and long-term financial planning, and aims to connect participants with practical resources and community support.

The Success Center is a Brevard-based entrepreneurial incubator and co-working space with a track record in program development, vendor coordination, and delivering community-based training initiatives.

It should be noted that as part of their request, they are asking the City to waive any banner permit fees and facility usage fees, as applicable. They would also like Public Works' assistance for signage placement and event logistics (morning setup).

The donation application is attached for Council's review.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number	Amount
001-1000-511.48-00	$1,000
Promotional Activities	

PREVIOUS ACTION:
This will be Council's first donation application to consider for FY26.

RECOMMENDED MOTION:
Consider the Donation Application for The Success Center in the amount of $1,000.

65 Stone Street
Cocoa, Florida 32922
(321) 433-8480

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: The Success Center

FEDERAL ID #: 92-2485141

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: 221 Dixie Lane

CITY/STATE: Rockledge FL ZIP: 32955

CONTACT PERSON: George Frazier TITLE: Program Director

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321-604-8688 FAX #:

EMAIL ADDRESS: george@successctr.org

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: $50,000

PROJECT INFORMATION:

NAME OF PROJECT: Prosperity and Wealth Summit

TOTAL PROJECT COST: $ $200K

AMOUNT OF MONETARY REQUEST: $ $5K

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF IN-KIND REQUEST: $

COUNCIL DISTRICT: [X] CITYWIDE [ ] DISTRICT 1 [ ] DISTRICT 2 [ ] DISTRICT 3 [ ] DISTRICT 4

For more information, please go to our official City web site at www.cocoafl.gov

ANTICIPATED PARTICIPANTS TO BE SERVED: 500

OF COCOA RESIDENTS TO BE SERVED: 375
(20 POINTS)

NEW PROGRAM?: [✓] YES [ ] NO
(10 POINTS)

EXPANDED PROGRAM?: [ ] YES [ ] NO

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompanying the application.

Organization Name: The Success Center

Project Name: Prosperity and Wealth Summit

		YES	NO
1	Completed Application	X	
2	Exhibit A – IRS Letter of Non-Profit Determination or State of Florida Non-Profit Designation	X	
3	Exhibit B – Income / Expense Report (last filed Federal 990 or 990EZ will be accepted in lieu of)	X	
4	Exhibit C – Project Objectives	X	
5	Exhibit D – Use of Funds Statement	X	

Please send original application with requested attachments to:

City of Cocoa
Attention: Monica Arsenault, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be postmarked no later than 60 days prior to the event.

If you have any questions, please call the Office of the City Clerk at (321) 433-8488.

Thank you.

Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: The Success Cente SEE ATTACHED 990E
Fiscal Period: 2024-2025

INCOME	AMOUNT
Support	
Govt. grants	$
Foundations	$
Corporations	$
United Way	$
Individual contributions	$
Fundraising efforts	$
Membership income	$
In-Kind support	$
Investment income	$
Other (specify	$
	$
	$
Revenue	
Govt. contracts	$
Earned Income	$
Other (specify)	$
	$
TOTAL INCOME	$

EXPENSES	AMOUNT
Salaries and wages	$
Insurance and Benefits	$
Professional fees	$
Fundraising costs	$
Travel	$
Equipment	$
Printing fees	$
Telephone/Utilities	$
Postage	$
Rent	$
In-Kind expenses	$
Depreciation	$
Other (specify)	$
	$
TOTAL EXPENSES	$

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

   Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes X No _____ If yes, briefly describe. (10 POINTS)

   SEE ATTACHED EXHIBIT C

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

   SEE ATTACHED EXHIBIT C

USE OF FUNDS: Complete Exhibit D. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After-Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

_____ OCTOBER 1, 2025

Signature of Authorized Representative **Date**

City of Cocoa
Use of Funds Statement

(to be submitted with Donation Application)

Exhibit D

Date: October 1, 2025

Project Dates: October 19, 2025

Organization: The Success Center

Project: Prosperity and Wealth Summit

1.) Please list the in-kind services requested from the City, along with the dates and times required:

SEE ATTACHED EXHIBIT

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

SEE ATTACHED EXHIBIT

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

George Frazier
Project Administrator

OCT 1, 2025
Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Clinton Hatcher
Project Financial Officer

10/1/25
Date

City of Cocoa
After Action Statement

(To be submitted after completion of project/event)

Date: November 19, 2025 Project Dates: October 19, 2025

Organization: The Success Center Project: Prosperity and Wealth Summit

1.) Provide a follow-up to the event, including a description and success of the activity, attendance, etc: _____

2.) Were the Cocoa provided monetary funds and/or in-kind services helpful? _____

2.) Additional Comments: _____

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

George Frazier
Project Administrator

_____
Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Clinton Hatcher
Project Financial Officer

_____
Date

Attach any back-up documentation, pictures, newspaper stories, etc.

City of Cocoa

Material Purchases Schedule

To be attached when utilizing City of Cocoa funds to purchase or rent materials

Submit with the After Action Statement

Date: October 1, 202

Grantee: The Success Cente

Project: Prosperity and Wealth Summit

Vendor Name	Vendor Invoice #	Check # and Date	Project Cost	General Description

TOTAL $

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

X George Frazier — OCT 1, 2025

Project Administrator — Date

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

X Clinton Hatcher

Project Financial Officer — Date

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: The Success Cente

Project Name: Prosperity and Wealth Summit

SCORE

1. New or expanded program for the organization?
If Yes, the applicant receives **10 points**.
Yes [X] **No** [ ] 10

2. How many Cocoa residents will be served with this project?
Applicant can receive up to **20 points** in this section.
Majority of recipients = **20 points;**
Half of recipients served = **10 points.**
Number [375] 20

3. Were Cocoa volunteer residents used in the implementation of this project?
If yes, the applicant receives **10 points.**
Yes [X] **No** [ ] 10

4. What impact will this project have on the community? 50
The following will be considered:
Enhances quality of life for Cocoa residents.
Programs for children, seniors, families, and/or disabled.
Unique to the Cocoa community
Fills an unmet need in the Cocoa community
Has record of community support
Educational and informational benefits
Applicant may receive up to **50 points** in this section

5. Has the applicant demonstrated the ability to execute their proposed project? 20
Applicant may receive up to **20 points** in this section.
Yes [X] **No** [ ]

6. COMMENTS:

_____

_____

_____

_____

_____

Total Score 110

Minimum threshold met?: **Yes** [X] **No** [ ]

Forwarded to City Attorney for review: **Yes** [X] **No** [ ] **Date:** 10/2/25

Meets municipal purpose?: **Yes** [X] **No** [ ]

City Council: Cocoa **Approved:** **Yes** [ ] **No** [ ]

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

SUCCESS CENTER
221 DIXIE LANE
ROCKLEDGE, FL 32955

Date:
03/13/2023
Employer ID number:
92-2485141
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 15, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053465008373

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

SUCCESS CENTER

EIN: 92-2485141 | Rockledge, Florida, United States

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Period:
2024 (01/01/2024-12/31/2024)

EIN:
92-2485141

Organization Name (Doing Business as):
SUCCESS CENTER

Mailing Address:
217 Dixie Lane
Rockledge, FL 32955
United States

Principal Officer's Name and Address:
Servola Frazier

217 Dixie Lane
Rockledge, FL 32955
United States

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:
https://www.successctr.org/

City of Cocoa Donation Application

Exhibit C – Project Objectives & Exhibit D – Use of Funds Statement

Exhibit C – Project Objectives

1. **Project Objectives – Why is this project needed?**

The Prosperity & Wealth Summit – Rockledge/Cocoa is a high-impact event designed to equip families, youth, seniors, veterans, and small business owners with practical financial tools that lead to stability and generational wealth. The project is needed because too many Cocoa families lack access to financial education and resources that support homeownership, entrepreneurship, and long-term financial planning.

- *Quality of Life:* Residents will gain free access to credit mastery, entrepreneurship training, real estate strategies, investing tools, and estate planning resources. These services improve financial stability and quality of life.
- *Who Will Be Served:* At least 500 participants from across Cocoa, including families, youth, seniors, and underserved residents.
- *Unique to Cocoa:* Rockledge/Cocoa is the only live host site in the nation for the Summit, while other cities participate virtually. This places Cocoa at the center of a national initiative, creating visibility and attracting investment.
- *Meets an Unmet Need:* Many families struggle with credit, homeownership readiness, and small business capacity. The Summit directly fills this gap by connecting residents to banks, CDFIs, insurers, attorneys, and nonprofit resources.
- *Educational and Informational Benefits:* Participants will leave with strategies to increase credit scores, launch or grow businesses, pursue homeownership, and secure family wealth. Shared meals and fellowship also foster trust and deeper community engagement.

2. **Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project?**

Yes. Cocoa residents are actively involved in both planning and implementation. Volunteers from Cocoa neighborhoods are helping with outreach, registration, logistics, and youth engagement activities. Community partners and local leaders are also providing input on the program design, vendor fair coordination, and promotional strategies to ensure the Summit reflects local needs.

3. **Organizational Experience and Ability to Deliver – Collaborative Efforts**

The Success Center is a Brevard-based entrepreneurial incubator and co-working space that has hosted three accelerator cohorts, graduating 11 businesses and providing space for five others. It brings proven program design, vendor management, and community-based training experience.

The FLOCK is a faith-driven nonprofit with deep roots in Cocoa and Rockledge. It has organized numerous large-scale community events providing meals, education, and empowerment to hundreds of residents. The FLOCK ensures trusted relationships, volunteer mobilization, and cultural alignment with Cocoa residents.

Motivate Enterprises, LLC is a nationally recognized consulting and training firm with expertise in project management, financial oversight, and event facilitation. It has delivered leadership development, workforce training, and community engagement initiatives across Florida and beyond. Motivate will provide operational structure, manage budgets, and ensure measurable outcomes.

Together, these organizations form a collaborative partnership with complementary strengths: trusted community presence, programming expertise, and professional project management. This collaboration ensures the Summit will be executed on schedule, within budget, and with broad community impact.

Timeline: The Prosperity & Wealth Summit is scheduled for Sunday, October 19, 2025. Planning is underway with vendors, sponsors, and volunteers being secured. Logistics will be finalized by early October, and an After-Action Report will be submitted within 30 days of the event as required.

Exhibit D – Use of Funds Statement

Organization: The Success Center (with The FLOCK & Motivate Enterprises, LLC as partners)
Project: Prosperity & Wealth Summit – Rockledge/Cocoa
Date of Event: Sunday, October 19, 2025 | 2:00–7:00 PM
Location: 217 Dixie Lane, Rockledge, FL 32955

In-Kind Services Requested from the City of Cocoa

- Waiver of banner permit fees and facility usage fees, if applicable.
- Public Works assistance for signage placement and event logistics (morning setup).

Monetary Funds Requested from the City of Cocoa ($5,000)

Funds will be used exclusively to support the community event as follows:

- *Event Logistics & Setup:* $1,500 (AV equipment, tents, tables, and chair rentals for vendor fair and breakout sessions)
- *Community Meal Support:* $2,000 (provides finger foods, chips, and drinks for up to 500 Cocoa residents)
- *Youth & Family Engagement Materials:* $800 (printing educational handouts, financial literacy worksheets, pledge cards, and family activity kits)
- *Community Outreach & Promotion:* $700 (flyers, posters, digital promotion, and targeted outreach to ensure maximum resident engagement)

Certification:

All funds and/or in-kind support from the City of Cocoa will be used exclusively for the Prosperity & Wealth Summit, which directly benefits Cocoa residents by providing free financial education, resources, meals, youth programming, and community-building opportunities.

CITY COUNCIL AGENDA ITEM

Memo Date:	October 3, 2025
Agenda Date:	October 14, 2025
File ID:	2025-953
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

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:
N/A

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:	October 3, 2025
Agenda Date:	October 14, 2025
File ID:	2025-954
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Bi-Weekly Report for September 18, 2025 - October 9, 2025.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:
Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
N/A

Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: September 18, 2025 - October 9, 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: 11
- Closed: 13
- Fees Collected: $0

Human Resources

- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees:
  - Ja'Quavious Smith, Police Officer, Police effective 9/22/2025
  - Kathryn Wolf, Staff Accountant, Finance/General Accounting effective 9/29/2025
- Recent promotions:
  - Megan Crutcher, Systems Analyst, Information Technology effective 9/22/2025

- Jared Delbene, Utility Mechanic I, UT/WFO effective 9/22/2025
- Anthony Elliott, Police Officer, Police effective 9/22/2025

- Upcoming retirements: None

Communication and Economic Development

- Media Stories:
- New News Releases:
- Social media/e-newsletter statistics:
  - Facebook (September 18, 2025 – October 8, 2025)
    - Post reach: 151.7k
    - Content interactions (previously called engagement): 1.1k
    - Views (previously called impressions): 116.8k
    - Followers: 17,759
  - Twitter
    - Followers: 3,794
  - LinkedIn (September 18, 2025 – October 8, 2025)
    - Impressions: 06
    - Followers: 1,558
  - NextDoor (September 18, 2025 – October 8, 2025)
    - Impressions: 1,000
    - Members: 6,237
  - September e-Newsletter (sent 9/5/25)
    - Sent Oct 3rd to 857 contacts
      - 38% open rate (average open rate for email marketing in 2024 was 20%)
    - Sent Oct 9th to 1514 contacts
      - 22.4% open rate
  - Next printed FYI Newsletter mails January 2, 2026

- Upcoming special events at Leisure Services facilities:

Community Services – update 9/18/25

- **New businesses – August 1, 2025 – September 18, 2025**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
VasWeb Vasectomy Doctors, LLC	226 King St #130, 32922	5	0	1	Family planning and vasectomy services
Lucia Jewelry LLC	25 Stone St, 32922	1	0	1	Jewelry and gift shop
Janee's Cozy Nook	308 Brevard Ave, 32922	1	0	1	Clothing, jewelry, and small gifts shop
Orange Pest Control	580 Cox Rd, 32926	10	0	3	Pest control services
Genesis Power and Technology Inc	120 Forrest Ave, 32922	12	0	1	Electrical contractor office
Robertson's Lawns Inc	580 Cox Rd #102, 32926	45	0	3	Landscaping services
Secret Stems LLC	1633 N Cocoa Blvd, 32922	1	0	2	Floral shop
A to Z Coatings Investments LLC DBA Jones Sheet Metal Company	111 Brunson Ave, 32922	3	0	1	Metal fabrication
Patinaed & Co LLC	631 Brevard Ave Units A & B, 32922	2	5	1	Flower and coffee/pastry shop
Antique Adoption Center	19 Stone St, 32922	0	0	1	Antique and collectable shop
East Coast Christian Center Inc	2010 N Cocoa Blvd, 32922	38	14	4	Church

Ms V Skincare & Beauty Bar LLC	2428 Clearlake Rd Bld K, 32922	2	0	4	Skin care and waxing services
Prote-GFL LLC	412 Bellaire Dr, 32922	0	1	4	Accounting and bookkeeping services
Federal Express Corporation #329	3155 Grissom Pkwy, 32926	27	204	3	Warehouse trucking facility
Kwik Dry International LLC	900 Dixon Blvd, 32922	5	0	2	Office for carpet, upholstery, and duct cleaning
Teknique Boxing LLC	1541 N Cocoa Blvd #104, 32922	1	2	2	Boxing gym
BP MHP LLC	920 Boardwalk Ln, 32922	2	0	2	Mobile home park
Brevard Resuscitation Specialist	310 Brevard Ave, 32922	1	0	1	AED machine service and maintenance
Sunbelt Rentals Inc	555 S Industry Rd, 32926	9	0	3	Construction equipment rentals
Emerald Key Wellness	26 Oleander St, 32922	1	2	1	Wellness clinic

Home Business BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
None					

August 22 – September 18: building inspections – 251

August 22 – September 18: building permits issued – 104

Finance

No report

Fire Department

- Training with GIS on New Damage assessment app.
- Multiple PR events within the community
- Testing for new firefighter position the week of October 20th.
- Fire Chief working with inspectors on new projects and construction around the city.
- Monitoring the tropics closely for weather and hurricanes.
- Meeting with Brightline for upcoming event.

Information Technology

- Project updates/highlights:
- Helpdesk stats for 8/22/2025 - 9/18/2025:
- Helpdesk tickets: ___ new tickets opened

  ___ tickets closed/resolved

Police Department Updated September 18 – October 9, 2025

- Activity/Event highlights:
  - Swear in of 2 officers on 9/25
- New project/training updates:
  - Lt. Stillwell and Lt. Baaden attended advanced Leadership training (SPI – CODC) in Orlando Fl, 9/15-26
- Chief's walk highlights:
  - District 1 (Downtown Village 9/25 and 10/2
- Community engagement highlights/events:
  - CEU staff attended Clear Pond Fall Festival on 9/19
  - Tip a Cop event at Texas Roadhouse 10/08

- CEU attended New Beginnings Child Care 9/16
- CEU attended Walmart 40th Anniversary Calibration on 9/15

- Call stats-Crime Stats: August 22, 2025 – September 18, 2025
  - Property Crimes Offenses have decreased by 17%
  - Violent Crime Offenses have decreased by 12%
  - Overall crime has decreased by 15%

Public Works

- **City**
  - Fiske Boulevard and Broadmoor Acres Drainage and Roadway Improvements Project – Completed
  - Lee Wenner Park Parking Lot – Substantially Complete, Punch List Items Started
  - Stradley Park Football Concession Rehab – In Construction
- Work order stats: (received/closed) _167__ received / _152__ closed
- Residential Bulk Green Waste Requests This Period: _65__
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.):
  - **FDOT**
    - SR 528 Widening and Reconstruction (407402-3) – In Design
    - SR 524 Design (437983-1) – In Design
  - **Brightline/FEC**
    - Railroad Crossing Elimination Project – In Design
  - **County**
    - Dixon Blvd. And Pineda St. Intersection Improvements Project – In Construction

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvementhttps://www.cocoafl.org/1660/Utilities-Capital-Improvement-ProjectsProjects
- WFO Issued Work Orders –
- WFO Completed Work Orders –

- Hydrants Flushed –
- Valves Exercised –
- Utility Locate Requests –
- SFO Issued Work Orders –
- SFO Completed Work Orders –