Agenda
City of Cocoa
Regular Meeting

June 9, 2026
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 June 9, 2026.
2. Minutes: Regular Meeting of April 14, 2026.

III. Awards and Presentations:

1. Historic Cocoa Village Main Street Presentation

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 FEMA's Contract Modfication #3 for Fiske & Broadmoor Acres Drainage Improvements Project increasing the budget for Construction, and extend the period of performance.
2. Approve Resolution 2026-039 and Release of Easements Agreements for Vacation of certain Utility Easements between the City of Cocoa and

Fortenberry Apartments Venture, LP.

3. Approve the Change Order to Kimley-Horn Task Order # 2025-11.1 to Design and Permit London Ditch piping under the existing Continuing Services Agreement Q-23-01-COC for $13,800 for additional Stormwater analysis. Approve BAF # 26-068-T for $28,800. Approve the Project Contingency Resolution of $15,000 for a total project cost not to exceed $113,120. Authorize the City Manager to issue this and future change orders as approved within the total project cost.

4. Approve a Resolution Amending the FY 2026 budget, BAF 26-058-A, to cover the costs of the technical incident emergency declared at the February 19th special meeting.

5. Approval of the requested Street Closure outside the CBD

6. Council Approval to accept the revised Victim of Crime Act (VOCA) grant award for FY26 of $107,616, project number GR2601, grant number VOCA-C-2025-City of Cocoa Police Department-00181, and Approve a Resolution Amending the FY26 Budget, BAF#26-070-A for $4,777.00.

7. Approval of a multi-year purchase with Civic Plus for ADA document compliance software from Feb 11, 2026 - Sep 30, 2027. Authorize CM to execute related agreements and amendments.

VI. Public Hearings:

1. Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2026-2027 CDBG and HOME program funding.

2. 3600 Grissom Pkway Comp Plan Amendment (POSTPONED)

3. M-2 ZTA Large-Scale Commercial Recreation Centers and Gym and Fitness - 3095 Grissom Pkwy- CORRECTED LEGAL ADVERTISEMENT

4. Uptown C-C Zoning Text Amendment to Add Optical Services (First Reading)

5. Grissom Parkway 1.29 Ac Annexation (Second Reading, POSTPONE to date certain of July 14, 2026 Council Meeting at 65 Stone St, Cocoa, FL at 6pm.)

VII. Council Business:

1. Consider the Appointment of JP Pauken and George Brown to fill two Regular Member vacancies on the Code Enforcement Board.

2. Council Direction on the implementation approach of flood mitigation measures on North Indian River Drive near Dixon Boulevard. Council Direction on

Shoreline Improvements at the North Indian River Drive and Dixon Boulevard Intersection.

3. Consider the Donation Application for Family Promise of Brevard in the amount of $1,000.

VIII. City Business:

1. Approval of Alternative Language for the Interlocal Agreement with Brevard County Public Schools to donate to Cocoa High School for Sports Improvements.

2. Approve Resolution No. 2026-042, amending the City of Cocoa Building Permit Fee Schedule to comply with the requirements of House Bill 803 (2026), effective July 1, 2026.

3. Approval of the multi-year Law Enforcement and Fire Dispatch Services Agreement with the Brevard County Sheriff's Office and approval of BAF #26-074 for $70,000 to move dispatch equipment

4. Approve A Resolution Amending the FY2026 Budget Accepting the Bureau of Justice Assistance FY25 Bulletproof Partnership Grant, BAF#26-071-A-PD, in the amount of $12,902. Transfer the Match portion to the Grant Account Number for a total amount of $25,804 Project number GR2602.

5. Council approval to apply for the Federal Emergency Management Agency (FEMA) - Staffing for Adequate Fire and Emergency Response (SAFER) Program.

6. Council approval to apply for the FY26 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement - Support for Law Enforcement Agencies Program

IX. Informational Agenda:

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

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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

(321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

1. https://cocoafl.gov/291/City-Meetings or
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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:	April 21, 2026
Agenda Date:	June 9, 2026
File ID:	2026-342
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the agenda for the June 9, 2026 Regular City Council meeting as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the agenda for the June 9, 2026 Regular City Council meeting as written or with amendments.

Agenda
City of Cocoa
Regular Meeting

June 9, 2026
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 June 9, 2026. (2026-342).
2. Minutes: Regular Meeting of April 14, 2026. (2026-343).

III. Awards and Presentations:

1. Historic Cocoa Village Main Street Presentation. (2026-475). (HCVMS)

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 FEMA's Contract Modification #3 for Fiske & Broadmoor Acres Drainage Improvements Project increasing the budget for Construction, and extend the period of performance. (2026-415). (Public Works Director)

2. Approve Resolution 2026-039 and Release of Easements Agreements for Vacation of certain Utility Easements between the City of Cocoa and Fortenberry Apartments Venture, LP. (2026-422). (Utilities Director)

3. Approve the Change Order to Kimley-Horn Task Order # 2025-11.1 to Design and Permit London Ditch piping under the existing Continuing Services Agreement Q-23-01-COC for $13,800 for additional Stormwater analysis. Approve BAF # 26-068-T for $28,800. Approve the Project Contingency Resolution of $15,000 for a total project cost not to exceed $113,120. Authorize the City Manager to issue this and future change orders as approved within the total project cost. (2026-424). (Public Works Director)

4. Approve a Resolution Amending the FY 2026 budget, BAF 26-058-A, to cover the costs of the technical emergency declared at the February 19th special meeting. (2026-370). (Finance Director)

5. Approval of the requested Street Closure outside the CBD. (2026-428). (Communications & Economic Development Director)

6. Council Approval to accept the revised Victim of Crime Act (VOCA) grant award for FY26 of $107,616, project number GR2601, grant number VOCA-C-2025-City of Cocoa Police Department-00181, and Approve a Resolution Amending the FY26 Budget, BAF#26-070-A for $4,777.00. (2026-451). (Police Chief)

7. Approval of a multi-year purchase with Civic Plus for ADA document compliance software from Feb 11, 2026 - Sep 30, 2027. Authorize CM to execute related agreements and amendments. (2026-438). (Communications & Economic Development Director)

VI. Public Hearings:

1. Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2026-2027 CDBG and HOME program funding. (2026-372). (Community Services Director)

2. 3600 Grissom Pkway Comp Plan Amendment. (POSTPONED) (2026-376). (Planner)

3. M-2 ZTA Large-Scale Commercial Recreation Centers and Gym and Fitness - 3095 Grissom Pkwy- CORRECTED LEGAL ADVERTISEMENT (2026-409). (Planner)

4. Uptown C-C Zoning Text Amendment to Add Optical Services (First Reading) (2026-418). (Planner)

5. Grissom Parkway 1.29 Ac Annexation (Second Reading, POSTPONE to date certain of July 14, 2026 Council Meeting at 65 Stone St, Cocoa, FL at 6pm.) (2026-429). (Planner)

VII. Council Business:

1. Consider the Appointment of JP Pauken and George Brown to fill two Regular Member vacancies on the Code Enforcement Board. (2026-457). (City Clerk)

2. Council Direction on the implementation approach of flood mitigation measures on North Indian River Drive near Dixon Boulevard. Council Direction on Shoreline Improvements at the North Indian River Drive and Dixon Boulevard Intersection. (2026-471). (City Manager/Public Works Director)

3. Consider the Donation Application for Family Promise of Brevard in the amount of $1,000. (2026-503). (City Clerk)

VIII. City Business:

1. Approval of Alternative Language for the Interlocal Agreement with Brevard County Public Schools to donate to Cocoa High School for Sports Improvements. (2026-492). (City Manager)

2. Approve Resolution No. 2026-045 amending the City of Cocoa Building Permit Fee Schedule to comply with the requirements of House Bill 803 (2026), effective July 1, 2026. (2026-494). (Community Services Director)

3. Approval of the multi-year Law Enforcement and Fire Dispatch Services Agreement with the Brevard County Sheriff's Office and approval of BAF #26-074 for $70,000 to move dispatch equipment. (2026-495). (Business Systems & Innovation Director)

4. Approve A Resolution Amending the FY2026 Budget Accepting the Bureau of Justice Assistance FY25 Bulletproof Partnership Grant, BAF#26-071-A-PD, in the amount of $12,902. Transfer the Match portion to the Grant Account Number for a total amount of $25,804 Project number GR2602. (2026-453). (Police Chief)

5. Council approval to apply for the Federal Emergency Management Agency (FEMA) - Staffing for Adequate Fire and Emergency Response (SAFER) Program. (2026-458). (Communications & Economic Development Director)

6. Council approval to apply for the FY26 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement - Support for Law Enforcement Agencies Program. (2026-454). (Police Chief)

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-491). (City Clerk)

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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CITY COUNCIL AGENDA ITEM

Memo Date:	April 21, 2026
Agenda Date:	June 9, 2026
File ID:	2026-343
Prepared By:	Monica Arsenault, City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Approve the April 14, 2026 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 April 14, 2026 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

April 14, 2026

A Regular City Council Meeting was held on Tuesday, April 14, 2026, 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.

Henry Mobley provided the invocation, and Didier Menard led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

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

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abigail Morgan, Public Works Director; Lora Howell, Deputy Finance Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Lorne Stinnett, HR Director; Mary Humbert, Director of Business Systems and Innovation; Samantha Senger, Communications & Economic Development Director; Jaime Brauderick,

Public Information Officer; Luci Ribeiro, Planner; Mitch Lawyer, Interim Chief Technology Officer; and David Grissom, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 14, 2026. (2026-196).

* **MOTION by Councilmember Hearn; Seconded by Councilmember Weeks to approve the agenda with an amendment to add Council Business item VII.3, requesting Council's approval to use budgeted funds for a Community Movie Night at the Dr. Joe Lee Smith Center and to move Consent item V.2 to Council Business as item VII.4.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Regular Meeting of December 9, 2025. (2026-197).

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve the December 9, 2025 meeting minutes with an amendment to page 10 to strike "Deputy Mayor Weeks nominated herself", as she was nominated by Councilmember Koss.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Minutes: Regular Meeting of January 13, 2026. (2026-264).

* **MOTION by Councilmember Koss; Seconded by Councilmember Weeks to approve the January 13, 2026 meeting minutes as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Minutes: Regular Meeting of February 10, 2026. (2026-266).

* **MOTION by Councilmember Koss; Seconded by Councilmember Weeks to approve the February 10, 2026 meeting minutes 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. Recognize the 2025/26 Citizens Academy Graduates. (2026-260). (Comm. & Economic Development Director)

   Ms. Brauderick recognized the 2025/2026 Citizens Academy graduates and gave a short presentation on what they've learned this year. She, along with staff and Council, congratulated the participants on their completion of the program.

2. Recognition of Fire Lieutenant Raymond Rivers. (2026-263). (HR/Fire Chief)

   Fire Lieutenant Rivers and Fire Chief Lamm were both recognized for their efforts in assisting an employee whose house caught fire and burned down on April 1, 2026.

3. Elevate Brevard Presents March to Graduation. (2026-259). (Shayla Smith, Elevate Brevard)

   Ms. Shayla Smith, Director of Elevate Brevard, spoke about Elevate Brevard and what they provide. She shared that they have partnered with Cocoa High School to create a pilot program that ensures high school seniors graduate and have a plan once they graduate. The program will help them with college and FAFSA applications.

   In order to expand the program, they have created a March to Graduation campaign as a fund raiser to help the students. She encouraged everyone to either donate to the campaign, sign up to be a mentor and/or attend the senior breakfast on May 20th.

4. Council Approval to Recognize April 12 - 18, 2026 National Public Safety Telecommunicators Week. (2026-211). (Police Chief)

   A proclamation recognizing National Public Safety Telecommunicators Week was read into the record.

5. Council Approval to Recognize April 19 - 25, 2026, as Administrative Professionals Week. (2026-218). (City Manager)

A proclamation recognizing Administrative Professionals Week was read into the record.

6. Proclamation recognizing the month of April as Fair Housing Month. (2026-261). (Councilmember Weeks)

   A proclamation recognizing April as Fair Housing Month was read into the record.

7. Proclamation recognizing April as "Water Conservation Month". (2026-262). (Utilities Director)

   A proclamation recognizing April as Water Conservation Month was read into the record.

IV. Delegations:

Julie Shaw, 128 S. Indian Circle, Cocoa, stated she is an entrepreneur and has lived here for twelve years. She shared a story about seeing an alligator in her front yard, noting that it was approximately five feet in length and around two and a half years old. She called the Police, who weren't able to do much so she had to call a trapper. Unfortunately, the alligator was killed and she wished to come to Council to share her concerns about the wildlife in the neighborhood.

V. Consent Agenda:

1. Approve a resolution amending the FY 2026 Budget, BAF 26-032-IFT, to transfer accumulated cash balances from interest earned in certain funds to each respective "master" fund, as well as use Stormwater contingency to provide budget for the interdepartmental billing for water/sewer use in the Stormwater fund. (2026-13). (Utilities Director)

2. ~~Approve a Resolution amending the FY2026 Budget and BAF #26-054-A for the use of Fund balance to fund the training costs for Fire and Emergency Medical Technician Course (EMT) Academies for up to two High School Students. Approve changes to the FY2026 Pay Plan to add new job titles. (2026-163). (HR Director)~~ Moved to Council Business as item VII.4.

3. Approval for Councilwoman Koss to attend the FLC 2026 Leadership Class. (2026-220). (Councilmember Koss)

4. Authorize the City Manager to Execute Task Order 2026-66 with Jacobs Engineering Group, Inc. for Engineering Services for Improvements to the Ozone System at the Dyal Water Treatment Plant. (2026-221). (Utilities Director)

5. Approve Task Order No. 2026-67 to Jacobs Engineering Inc. for Services During

Construction for the Dyal Water Treatment Plant Carbon Dioxide System Replacement Project (WS23BR). (2026-247). (Utilities Director)

6. Approve Resolution 2026-024, Extending a State of Emergency due to a technological incident affecting the City of Cocoa's critical technological infrastructure. (2026-265). (City Manager)

7. To consider approval of a multi-year contract between the School Board of Brevard County, Emma Jewel, and the City of Cocoa for the renewal of four (4) school resource officers for the school year 2026-2027, beginning July 1, 2026, and ending June 30, 2027, and authorize the City Manager and City Attorney to finalize and execute the contracts with the Brevard County School Board and Emma Jewel. (2026-223). (Police Chief)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Council Consideration and Public Comment on the Use of the FY2025 Edward Memorial Justice Assistance Grant (JAG) Grant Program — Local Solicitation in the amount of $18,159, and authorize the Grants Writer to submit the City's Application. (2026-241). (Police Chief)

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

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Sanctuary at Cocoa Townhomes Development Agreement, Preliminary Plat, and Large-Scale Site Plan. (POSTPONED). (2026-181). (Planner)

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

* **MOTION by Councilmember Koss; Seconded by Councilmember Weeks to postpone the item to the May 12, 2026 Regular City Council meeting at Cocoa City Hall, 65 Stone St., Cocoa, FL beginning at 6pm.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Cirrus PUD Amendment, Plat, and Development Agreement (POSTPONED). (2026-182). (Planner)

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

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to postpone the item to the May 12, 2026 Regular City Council meeting at Cocoa City Hall, 65 Stone St., Cocoa, FL beginning at 6pm.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. M-2 ZTA Large-Scale Commercial Recreation Centers and Gym and Fitness - 3095 Grissom Pkwy. (2026-184). (Planner)

City Attorney Garganese announced that this is the First Reading of Ordinance 04-2026 and read the title into the record as follows:

Ordinance 04-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED USES RELATED TO LARGE-SCALE COMMERCIAL RECREATION CENTERS AND GYM AND FITNESS FACILITIES GREATER THAN 12,000 SQUARE FEET IN SIZE IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF

PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Ribeiro provided a presentation[1]. She explained that the applicant, Wendy H. Maier, on behalf of the property owner, is requesting a Zoning Text Amendment to Appendix A, Article XI, Section 19 of the City of Cocoa Land Development Code to allow large-scale commercial recreation centers to include a radio-controlled miniature vehicle racetrack that uses remote-controlled handheld transmitters. This request is associated with an existing tenant, Beachline Raceway R/C, which has operated an indoor radio-controlled (R/C) vehicle racetrack within a fully enclosed building since 2017.

The subject property is located north of Grissom Parkway and is zoned M-2 Manufacturing and Industrial with an Industrial Future Land Use. The M-2 district is intended to accommodate industrial and manufacturing activities, with limited commercial uses permitted under specific conditions.

The proposed amendment is intended to formally recognize this category of recreational use and establish clear development standards for similar indoor recreational uses, including, but not limited to, bowling alleys, roller or ice skating rinks, indoor go-kart tracks, indoor playgrounds, arcades, and other similar participatory recreational activities.

The amendment also includes provisions for gym and fitness facilities exceeding 12,000 square feet, as well as accessory uses such as food and beverage service, provided such uses remain incidental and subordinate to the principal use.

The proposed amendment is necessary to establish clear regulatory language for indoor recreational uses within the M-2 zoning district.

The request is driven by an existing business currently operating within the City that provides a unique recreational service to the community. Without this amendment, the use is not clearly defined within the Code, which creates uncertainty for both the property owner and future similar uses.

The amendment:

• Provides clarity and predictability in Code interpretation
• Supports existing businesses and economic activity

[1] Exhibit A: Ordinance 04-2026: Large-Scale Commercial Recreation Centers and Gym and Fitness Facilities in the M-2 Zoning District

• Allows adaptive reuse of industrial buildings for indoor recreational purposes
• Expands opportunities for indoor/outdoor, low-impact recreational uses

The proposed amendment includes provisions allowing certain accessory recreational activities, tracks, play areas, and spectator areas to be located outdoors, provided that such areas are enclosed by an opaque fence or are located under a roofed structure.

These standards ensure that any outdoor components remain visually screened and contained, thereby minimizing potential impacts related to noise, visibility, and compatibility with surrounding industrial uses.

Additionally, the amendment maintains key limitations, including:

• Prohibiting outdoor amplified sound
• Requiring that all primary recreational activities occur within enclosed structures
• Limiting accessory uses to those that are clearly incidental and subordinate to the principal use

While outdoor accessory areas are permitted, the requirement for screening and enclosure provides an appropriate level of mitigation to maintain the industrial character of the M-2 zoning district.

Staff is recommending approval on First Reading of the proposed Zoning Text Amendment to Appendix A, Article XI, Section 19 of the Zoning Ordinance of the City of Cocoa to allow large-scale commercial recreation centers and gym and fitness facilities within the M-2 zoning district.

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

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve on first reading the proposed Zoning Text Amendment to Appendix A, Article XI, Section 19 of the Zoning Ordinance of the City of Cocoa to allow large-scale commercial recreation centers and gym and fitness facilities within the M-2 zoning district.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Ordinance 01-2026: Grissom Parkway 46 Acres Annexation. (2026-251). (Planner)

City Attorney Garganese announced that this is the First Reading of Ordinance 01-2026 and read the title into the record as follows:

Ordinance 01-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 45.26 ACRES OF REAL PROPERTY GENERALLY LOCATED EAST OF GRISSOM PARKWAY, NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster provided a presentation[2]. She explained that this is an applicant-initiated request to annex thirty-six (36) parcels containing 45.26 acres of unplatted, vacant, real property located in unincorporated Brevard County. The subject parcels, the “Annexation Area”, are located generally east of Grissom Parkway, north of Oxbow Circle, and south of Canaveral Groves Boulevard, west of a 375’ Florida Power and Light (FP&L) right-of-way, and more specifically northeast of the intersection of Grissom Parkway and Kleinfeldt Way. A list of parcels in the Annexation Area has been provided and further described in the proposed Ordinance. The southern border of the Annexation Area is contiguous to the northern City of Cocoa boundary.

The property owners are Dale and Lori Morris of Cocoa, Florida. The applicant is Alex Goetz, with KPM Franklin, representing Park Industrial, LLC who is seeking to purchase, combine the 36 parcels into one parcel, and develop the aggregated property as an industrial complex with warehouse and distribution operations and contractor offices, light and heavy manufacturing, outdoor storage, and heavy equipment rental, repair, service, and sales.

The impetus of this annexation request is that the Annexation Area is within the City of Cocoa wastewater utility service area, connection to which any new development will require. Pursuant to the City of Cocoa Code, Chapter 22, Sec. 22-5.1. - Additional connections for non-city customers, any non-city property that requires City of Cocoa wastewater service and is contiguous to the City Boundary, must be annexed into the City.

She explained that this report demonstrates that the City can provide the needed public facilities and services to the Annexation Area in the same manner as such

[2] Exhibit B: First Reading of Ordinance 01-2026: Annexation for Grissom 46 Acres

services are provided within the rest of the City of Cocoa. This area is suitable for development for urban purposes.

The annexation of property into the City requires both a zoning and future land use designation. The applicant is seeking the Zoning category of Manufacturing and Industrial (M-2), and an Industrial (IND) Future Land Use for the purposes of developing an industrial complex and distribution center, as described above. On April 01, 2026, the applicant's requests for a Zoning Map Amendment, Ordinance No. 03-2026 (ZMA), and a Future Land Use Map / Comprehensive Plan Amendment, Ordinance 02-2026 (CPA), were presented before the Planning and Zoning Board. The Planning and Zoning Board recommended APPROVAL by City Council to approve the ZMA and CPA, conditioned upon the approval of the annexation. The annexation, ZMA and CPA must both be approved by two hearings before City Council.

Upon Council approval, property owner(s) would remain responsible for fire assessment, stormwater fees (if applicable), including solid waste once the subject property is developed; the applicant will pay Brevard County solid waste disposal fees. They will receive a benefit for being inside the City for any water consumption by 10% of the consumption cost.

Ms. Webster noted that staff requests City Council approve the First Reading of Ordinance 01-2026 of the City Council of the City of Cocoa, Brevard County, Florida; annexing approximately 45.26 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard; providing for the amendment of Cocoa Charter, Article 1, City Boundaries, to incorporate the real property into the city boundaries; providing for the filing of the revised Cocoa Charter with the Department of State and as also required by law.

Logan Opsahl, Park Industrial, and representing the applicant, offered to answer any questions Council may have.

Councilmember Weeks pointed out that she heard that the access road to the property is in the County. She asked Mr. Opsahl if access has already been granted by the County for this project. In response, Mr. Opsahl shared that they are still talking and meeting with the County to work out the details, but they are confident that they will be able to get it figured out.

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

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins to approve the First Reading of Ordinance 01-2026 of the City Council of the City of Cocoa, Brevard County, Florida; annexing approximately 45.26 acres of real property generally**

located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard; providing for the amendment of Cocoa Charter, Article 1, City Boundaries, to incorporate the real property into the city boundaries; providing for the filing of the revised Cocoa Charter with the Department of State and as also required by law.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Ordinance 02-2026: Grissom Parkway 46 Acres Future Land Use Map Amendment. (2026-215). (Planner)

City Attorney Garganese announced that this is the First Reading of Ordinance 02-2026 and read the title into the record as follows:

Ordinance 02-2026

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 THIRTYSIX (36) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 45.26 ACRES, GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY “RESIDENTIAL 4” TO CITY OF COCOA “INDUSTRIAL”; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Ms. Webster provided a presentation[3]. She explained that this is an applicant-initiated request for a Future Land Use Map/Comprehensive Plan Amendment for thirty-six (36) parcels containing 45.26 acres of unplatted, vacant, real property located in unincorporated Brevard County from Brevard County “RES4 (Residential-4)” to City of Cocoa “IND (Industrial)”. This Future Land Use Map/Comprehensive Plan Amendment (CPA) request is being made concurrently with Ordinance 03-2026, a Zoning Map Amendment (Rezone) request to change the zoning of these parcels from Brevard County “GU (General Use)” to City of Cocoa “M-2 (Manufacturing and

[3] Exhibit C: Ordinance 02-2026: Future Land Use Map/Comp Plan Amendment for Grissom 46 Acres Annexation

Light Industrial)“, AND with Ordinance 01-2026, a request to annex these properties into the City of Cocoa.

Note: The CPA will only be valid if City Council also approves the request to annex the subject parcels into the City of Cocoa. Staff will request that this be a condition of approval.

On April 01, 2026, the applicant’s requests for a Future Land Use Map / Comprehensive Plan Amendment, Ordinance 02-2026 (CPA) and companion Zoning Map Amendment, Ordinance No. 03-2026 (ZMA), were presented before the Planning and Zoning Board. The Planning and Zoning Board recommended approval by City Council of the ZMA and CPA, condtioned upon the approval of the annexation. The annexation, ZMA and CPA must all be approved by two hearings before City Council.

The subject parcels for the Future Land Use Map/Comprehensive Plan Amendment, also known as the “Annexation Area”, are located generally east of Grissom Parkway, north of Oxbow Circle, and south of Canaveral Groves Boulevard, west of a 375’ Florida Power and Light (FP&L) right-of-way, and more specifically northeast of the intersection of Grissom Parkway and Kleinfeldt Way.

The subject property lies adjacent to an established industrial corridor, in the vicinity of properties designated for Industrial use and developed with active warehouse, distribution, and employment-generating facilities. The Amazon warehouse directly to the south further reinforces the area’s identity as a major industrial and logistics hub. Assigning the Industrial Future Land Use category to this parcel maintains continuity with the surrounding development pattern and supports the City’s strategy of concentrating industrial uses in areas with appropriate access, infrastructure, and utilities.

The amendment aligns with Comprehensive Plan goals by promoting economic development, expanding the City’s employment base, and directing growth to a location already served by existing potable water and sanitary sewer capacity, as confirmed by the City’s Utility Department. It also maintains land use compatibility, as industrial development on the site is fully consistent with surrounding uses and will not impact residential neighborhoods or sensitive land uses. Overall, the amendment supports orderly, logical growth in an area planned for long-term industrial activity.

Additionally, the proposed amendment will not adversely affect the ability of people to find adequate housing near their places of employment. The site is located adjacent to an established industrial corridor already proximal to existing residential neighborhoods within a short commuting distance. Because the parcel was previously under the County’s RES4 designation and not part of the City’s planned housing supply, its conversion to Industrial does not reduce the City’s available residential land. Instead, the amendment supports additional employment opportunities in an area already well connected to nearby housing, resulting in a neutral to favorable effect on

overall jobs–housing accessibility. The subject parcels are located within 3 miles of both single-family and multi-family residential housing.

Ms. Webster explained that staff requests that City Council approve, with conditions, Ordinance 02-2026, changing the future land use map designation of the real property from Brevard County “Residential-4” to City of Cocoa “Industrial.” The condition is that the Future Land Use Map/Comprehensive Plan Amendment will only be valid if City Council also approves the request to annex the subject parcels into the City of Cocoa, related to Ordinance 01-2026.

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

* **MOTION by Councilmember Weeks; Seconded by Councilmember Hearn to approve, with conditions, Ordinance 02-2026, changing the future land use map designation of the real property from Brevard County “Residential-4” to City of Cocoa “Industrial.”**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Ordinance 03-2026: Grissom Parkway 46 Acres Zoning Map Amendment. (2026-214). (Planner)

City Attorney Garganese announced that this is the First Reading of Ordinance 03-2026 and read the title into the record as follows:

Ordinance 03-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THIRTY-SIX (36) PARCELS OF REAL PROPERTY, TOTALING 45.26 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF GRISSOM PARKWAY, SOUTH OF CANAVERAL GROVES BLVD, AND NORTH OF OXBOW CIRCLE, BEING LEGALLY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY “GENERAL USE” TO CITY OF COCOA “M-2 (MANUFACTURING AND LIGHT INDUSTRIAL)”; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster provided a presentation[4]. Similar to the items above, Ms. Webster gave a brief explanation of the Ordinance, noting that this Zoning Map Amendment will only be valid if City Council also approves the request to annex the subject parcels into the City of Cocoa and only if City Council approves companion Ordinance 02-2026, the Future Land Use Map/Comprehensive Plan Amendment.

The following conditions of approval shall apply:

1. The approval of this Zoning Map Amendment Ordinance shall be conditioned upon the adoption of Ordinance No. 01-2026 (Annexation), and this Ordinance shall not become effective unless and until Ordinance No. 01-2026 is adopted by the City Council. Should Ordinance No. 01-2026 *not* become effective, then this Ordinance to Rezone shall become null and void.

2. This Ordinance shall also only become effective immediately upon the effective date of Ordinance No. 02-2026 (the Future Land Use Map/Comprehensive Plan Amendment), as adopted by the City Council of the City of Cocoa, Florida, and pursuant to the City Charter. If Ordinance No. 02-2026 *does not* become effective, then this Ordinance to Rezone shall become null and void.

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

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins to approve Ordinance 03-2026 on First Reading, with conditions, changing the zoning map designation of the real property from Brevard County "General Use (GU)" to City of Cocoa "Manufacturing and Industrial (M-2)" district).**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Cocoa Village Bay Estates Large-Scale Site Plan, Preliminary Plat. (2026-183). (Planner)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins to take a five-minute recess.**

THE VOTE ON THE MOTION WAS:

[4] Exhibit D: Ord 03-2026 Zoning Map Amendment for "Grissom 46 Acres" (Annexation)

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins to resume the meeting.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Koss disclosed that she lives in the neighborhood and knows many of the residents in the area. Thus, she has had many conversations with the residents well before this was set to come before Council. She has also talked with Bill Chatterton and wanted to share this information with the public before discussing the item further.

Councilmember Hearn shared that as District 2 representative, he has also had many conversations with the residents who live in the area, casual conversations, well before this was slated to come before Council. He wished to disclose this before discussing this item further.

Erika Hughes, RVi Planning, provided a presentation[5]. She explained that this is a consideration of a Large-Scale Site Plan and Preliminary Plat, pursuant to Appendix A, Zoning, Article XIII, Sec. 1(D) of the Cocoa City Code. The site is 7.55 acres overall with 3.33 acres of developed project area. The Applicant is requesting a total of 7 residential lots. She provided the subject property's location and the zoning and future land use.

She provided a project overview, and pictures of the proposed home elevations. Additionally, she shared that their Environmental Resource Permit was approved by SJRWMD. There are 2.92 acres of preserved wetlands, 2.59 acres of impacted wetlands. Mitigation includes onsite preservation and mitigation bank credits. Lastly, she reviewed tree mitigation on the property, explaining that the applicant is proposing removal of 207 trees within the development footprint. There is 678 inches total tree mitigation required, on-site tree replanting of 171 inches and a Tree Mitigation Payment of $50,700.

[5] Exhibit E: Cocoa Village Bay Estates – Large Scale Site Plan & Preliminary Plat Applications

Ms. Morgan provided the drainage and floodplain management overview. She shared that Project was permitted through SJRWMD and the stormwater system was redesigned to meet enhanced criteria for discharge to the Indian River. The design accommodates off-site flows, such that off-site flood elevations are not impacted. Design also provides 50% additional treatment volume and nutrient reduction, which is required for discharge into a Class II waterbody (Indian River Lagoon).

Stormwater Management Facilities (SMFs) include:

- Dry retention (SMF-1) with biosorption activated media filter and underdrain system
- Wet detention (SMF-2) with littoral vegetation and biosorption activated media filter

The Overall system ensures no adverse impact to water quality and compliance with SJRWMD and City standards.

The site is characterized by shallow groundwater, observed approximately 0.6–1.0 ft below ground surface, with seasonal highs near or at grade.

Based on available public St Johns Water District/FDEP data sources, there is no clearly documented, mapped artesian well(s) record tied directly to this area. The recent survey performed by Indian River Survey, Inc. did not locate artesian wells on the neighboring parcel.

Construction recommendations include:

- Temporary groundwater control during construction
- Controlled fill placement and settlement monitoring where needed
- Use of appropriate structural fill and slab drainage systems

Tom Amstadt, GeoSyntec Consultants, explained that he was part of the review process, particularly related to floodplain management. He shared that the project would not alter the impacts from storm surge waves at other sites. There are no anticipated adverse offsite flood impacts.

Staff is recommending that the City Council recommend approval to City Council of the Large-Scale Site Plan and the Preliminary Plat for Cocoa Village Bay Estates. The proposed Site Plan and Preliminary Plat review has determined that the application generally meets the minimum requirements of all applicable City Code requirements and is Consistent with Appendix A, Article XIII, Section 1(D).

Councilmember Koss asked about the floodplains. There are about seven acres of floodplains there. She looked over the analysis that has been done and talked about the loss of storage within the hundred-year floodplain plan.

At the request of the Mayor, Mr. Amstadt shared his credentials, noting that he's been practicing for twenty-two years. He provided all of his education and degrees, including a Bachelors from University of Central Florida and a Masters from the University of Florida.

Ms. Morgan also shared her credentials, including her degrees, certifications and experience.

Councilmember Koss noted that she is appreciative of everyone's credentials, however she explained that everyone is here tonight to sift through the details of the project to make sure there are no inconsistencies and that the project makes sense for that neighborhood. She does not want to rubberstamp anything and wants to make sure the constituents are safe.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins to approve the Large-Scale Site Plan and the Preliminary Plat for Cocoa Village Bay Estates. The proposed Site Plan and Preliminary Plat review has determined that the application generally meets the minimum requirements of all applicable City Code requirements and is Consistent with Appendix A, Article XIII, Section 1(D), for discussion.**

Kelly Delmonico, the applicant, provided a presentation[6]. She provided several maps and a legend for future land use, as well as a zoning map. She provided a history of the project, and explained that they are proposing low-density development, with only seven homes being proposed on the property. They are also not seeking changes to the City's Comprehensive Plan.

Ms. Delmonico talked about driveway access to the homes, explaining that parking would be behind the home, so that the front had an unobstructed view. She shared photos of the home elevations.

She touched on the concerns that she's received from the surrounding neighbors, including flooding issues and traffic concerns.

She explained that the Stormwater management design meets the water quality and quantity performance standards required by SJRWMD and the City. Pre-existing drainage ditches north and west of the project will not be altered to maintain natural flow patterns. Additionally, proposed stormwater system provides net improvements by reducing the peak runoff flow rates into river by reducing the post-

[6] Exhibit F: Cocoa Village Bay Estates 7 Lot Single-Family Preliminary Plat and Site Plan

runoff volumes during the 100-year event and controls seasonal high groundwater levels within the project limits.

Retention pond design will not increase groundwater levels, but rather lower levels with the proposed underdrain system by intercepting groundwater and enhancing performance of the pond. The wet pond contains a control structure to maintain high groundwater levels.

Richard Campanelli, MEI Engineering, and the engineer for the project, shared that this is one of the hardest projects he's ever worked on. He thanked staff for working with him on this project.

He provided an explanation of the project and talked about the existing pipes. He shared that while he cannot change the size of the pipes, he can use them because they are pre-existing. He talked about the net improvement and benefit, because in the existing condition the entire watershed is exporting water, not holding it.

Councilmember Koss noted that while that makes sense, the area has pre-existing issues with flooding.

Mr. Campanelli talked about the wet pond in detail, noting that the SJRWM reviewed this project carefully. He talked about hydro graft models and peak elevations to try and account for water backups, however nothing can be completely captured or accounted for perfectly. He shared that he modeled the hundred-year event as well. There are a lot of moving parts to this project.

Councilmember Koss talked about surge, pointing out that water has to go somewhere. In response, Mr. Campanelli spoke about water volume and the delineation of flood elevation 3. He added that surges will happen and that is unfortunate but it's something that happens.

Mayor Blake opened the Hearing for public comment.

Stan Lampe, 1405 N. Indian River Dr., Cocoa, shared that he is lived here for eight years and lives in the home closest to this project. He noted that he has not spoken with the applicant or anyone from the City directly about this project. There are families that have lived here for multiple generations.

There is frequent flooding that happens in this area. The drainage ditch by their house is full all the time. It has never been dry. There is an enormous amount of water on the property, and he is aware of this as he lives next door. There is also a lot of wildlife that lives in the area, some that are endangered.

Additionally, there is a fire hydrant on the corner of their property, that at times is completely consumed by water. The drainage channels would be more efficient if they were concrete lime and not full of weeds. He asked Council to make improvements to the infrastructure so that it will make the projects for developers much easier to build.

He reminded Council that everyone has a home, an asset, and his is located right next to this project.

Robert Markwith, 107 S. Indian River Circle, Cocoa, shared that he is the son of the original owner of the house. He shared that he went away for some years to be in the military and when he came back there was a ditch that had encroached on the property. There is water on his property all the time. There is a public easement that should not be the responsibility of the residents to clean out. Someone used to come out every six months to clean it, but no one has been out to do so in a few years. He also talked about the wildlife that lives in the area.

Frank Manfredi, 1209 N. Indian River Dr., Cocoa, talked about planning. There are many experienced volunteers who would love to help tackle the flooding problems in this area. They know where the water is coming from and how much there is. They have plenty of ideas on how to resolve the issues. He asked Council to consider calling on these volunteers.

Additionally, he used to sit on the Planning & Zoning Board but resigned as he did not feel any planning was being done by the Board.

He reiterated his request to Council to call on the constituents for help in resolving the issues.

Joseph Bachand, 959 N. Cocoa Blvd., Cocoa, explained that this is a wet area. This was developed over a hundred and twenty years ago and this area will always be wet. He is a business owner and is a taxpayer in this City. All he knows is that we should not allow this development to happen because the homeowners will end up suing due to flooding issues. The City of Cocoa’s residents deserve better, and this project is a liability.

Tim Quigley, 1198 N. Indian River Dr., Cocoa, shared that he feels the engineers have done their part and due diligence on this project. He sees this as a ten-million-dollar investment in his own backyard. He shared that from what he’s heard tonight, the residents aren’t upset about the project itself, they are worried about the flooding.

He talked in furtherance of the flooding issues, and backflows to prevent the water from coming in and pumping it back out. He has talked to others about this is a

solution, and he would even go as far as paying for the backflow, as long as he can access the City's stormwater drain. He is not opposed to the project, he just wants to see a solution to the flooding.

Todd Riggs, 1629 N. Indian River Dr., Cocoa, asked what will happen when people purchase a million-dollar home only to find out after the fact that they can't leave their home during a storm event because their driveway is not passable. That will become a liability and there will be a class action lawsuit. There is a reason why this is the last piece of land in the area to be developed and that will remain an issue until it is resolved.

James Smith, 2107 Clairemont Dr., Cocoa, shared that he is opposed to this project. This is more than just hurricanes that create blockage. The last rain event that happened caused so much flooding that he is worried about what would happen if an emergency vehicle had to get in there.

Nick Rader, 210 First Light Cir., Cocoa, shared that he also has concerns about access during a storm event. He also asked about a sliver of the property and asked if there was going to be a fence or if it would remain a public area.

Ms. Delmonico wished to address the concerns she heard this evening. She heard concerns about the property on the east side, but there are no additional plans at this time. She noted that she would also defer any questions regarding the driveways back to the City.

Ms. Ribeiro provided clarification, explaining that the original design that was presented with an alley-like access in the back was too narrow and did not meet the minimum requirements for a road. After conducting an internal staff review with RVi and the City's legal team, they determined that the best course of action would be for the developer to propose a different access location instead of what was originally presented to meet the minimum requirements for a road.

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

Councilmember Weeks asked why the road can't be raised. This seems like the most reasonable solution to the problem.

In response, Ms. Morgan explained that a study and report was done, and two options were given which was a minimal raise of six inches or a foot. Back in 2022, staff recommended it was not feasible to move forward with the project because it would

cost $1.25 million dollars and Council voted to put that money towards the Broadmoor Acres and Fiske Blvd. stormwater improvement project instead.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins to take a five-minute recess.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Koss

NAYES: Hearn

THE MOTION CARRIED (4-1)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Koss wished to make some final comments before the vote. She shared that she walks by this property a lot and is really torn about the decision, however she stands by her constituents as their elected official and will have to vote against this project.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins

NAYES: Hearn, Koss

THE MOTION CARRIED (3-2)

VII. Council Business:

1. Consider the appointment of Richard Cravens Jr. to fill one Alternate Member Vacancy on the Planning and Zoning Board. (2026-222). (City Clerk)

* **MOTION by Mayor Blake; Seconded by Councilmember Weeks to approve Richard Cravens Jr. to fill an Alternate member seat on the Planning and Zoning Board.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the appointment of Mary Jane Neff to fill one Regular Member Vacancy on the Police Pension Board. (2026-242). (City Clerk)

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn to appoint Mary Jane Neff to fill a Regular Member Vacancy through October 1, 2028.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approval from Council for use of budgeted funds for Community Movie Night at the Dr. Joe Lee Smith Community Center.

Deputy Mayor Goins explained that he is asking Council to consider funding the license rights to show a movie for a community movie night at the Dr. Joe Lee Smith Center.

* **MOTION by Councilmember Hearn; Seconded by Councilmember Weeks to approve the use of budgeted funds for Community Move Night at the Dr. Joe Lee Smith Center.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve a Resolution amending the FY2026 Budget and BAF #26-054-A for the use of Fund balance to fund the training costs for Fire and Emergency Medical Technician Course (EMT) Academies for up to **four** High School Students. Approve changes to the FY2026 Pay Plan to add new job titles. (2026-163). (HR Director)

Mr. Stinnett explained that this item was pulled off Consent tonight so that he could have the opportunity to explain a change that was made to the staff report. Instead of two High School students, they would like to request four.

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

IX. Informational Agenda:

1. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2026-226). (Finance Director)

2. In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (2026-227). (Finance Director)

3. FY 2026 February Budget Adjustment Report. (2026-228). (Finance Director)

4. FY 2026 March Budget Adjustment Report. (2026-229). (Finance Director)

5. In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (2026-230). (Finance Director)

6. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2026-231). (Finance Director)

X. Reports:

Ms. Senger shared it was a successful weekend with Trash Bash and Arbor Day. There was a great turnout, and a lot of trash was picked up. She thanked everyone for participating and thanked her staff for everything they did to make sure these were great events.

City Manager Whitten recognized Chief Lamm for providing emotional support to Ms. Neuterman and her family during this difficult time, and being able to offer a familiar face and expertise. His efforts did not go unnoticed, and he wished to thank him publicly, in front of Council and staff.

Chief Collier reminded everyone of the Chief's Breakfast on April 23rd at 7am at the Cocoa Civic Center.

Deputy Mayor Goins talked about the Community Movie Night on May 2nd at the Dr. Joe Lee Smith Center from 6-9pm.

He also shared information for upcoming events, including a meet-and-greet event for a potential US. Senator, Angie Nixon, who will be in Florida on April 18th for anyone who is interested in attending.

He shared photos from his daughter's track meet event as well as the trash bash event that took place over the weekend.

Additionally, he is participating in a fashion show on May 3rd on Eau Gallie Blvd. to help raise funds for the American Legion in Melbourne.

Councilmember Weeks shared photos from her trip to Germany, Amsterdam and the Netherlands.

Councilmember Koss provided her report for District 4. She shared that she was at the Johnnie Jonson Nature Trails and there are QR codes posted around so people can learn more about the native plants that grow there.

She also shared a photo from the Police Department's award ceremony. Lastly, she shared a video to show the flooding that happens along Indian River Drive.

Councilmember Hearn shared that Trash Bash was a great event and he had a great time.

Mayor Blake shared photos from events he recently attended, including the ribbon cutting of the Tide cleaners, trash bash, an award banquet, an elementary school event in Viera, the Linx event, and the Folston family dedication event.

XI. Adjournment:

* **MOTION by Councilmember Weeks; Seconded by Councilmember Hearn to adjourn the Regular meeting of April 14, 2026.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 10:35 p.m.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

City Council Meeting

April 14, 2026



2026-184 Ordinance 04-2026

Large-Scale Commercial Recreation Centers and Gym and Fitness Facilities in the M-2 Zoning District

2026-184 Ordinance 04-2026

Requested Action

Consideration of a Zoning Text Amendment to Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to amend permitted uses within the M-2 - Manufacturing and Industrial zoning district to include large-scale commercial recreation centers and gym and fitness facilities greater than 12,000 sq. ft.



Background

- Existing business: Beachline Raceway
- RC track since 2017
- Use is not clearly defined in the Code

2026-184 Ordinance 04-2026

Location







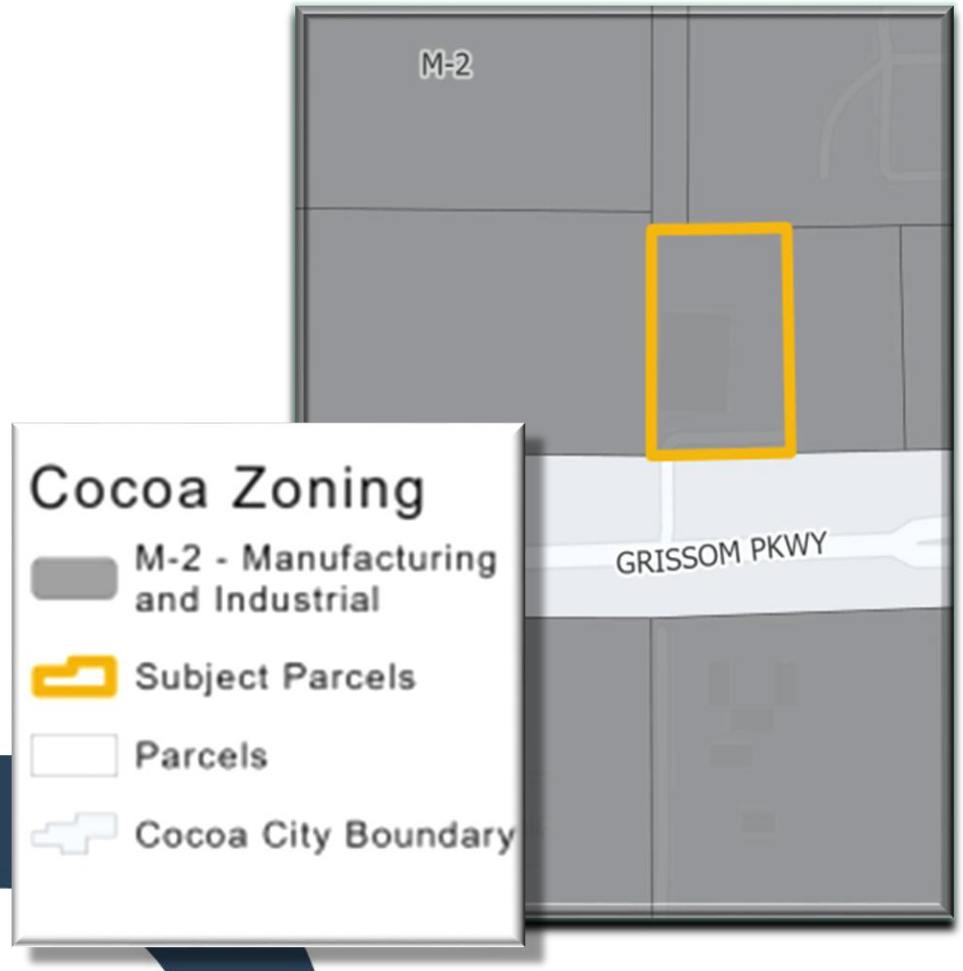




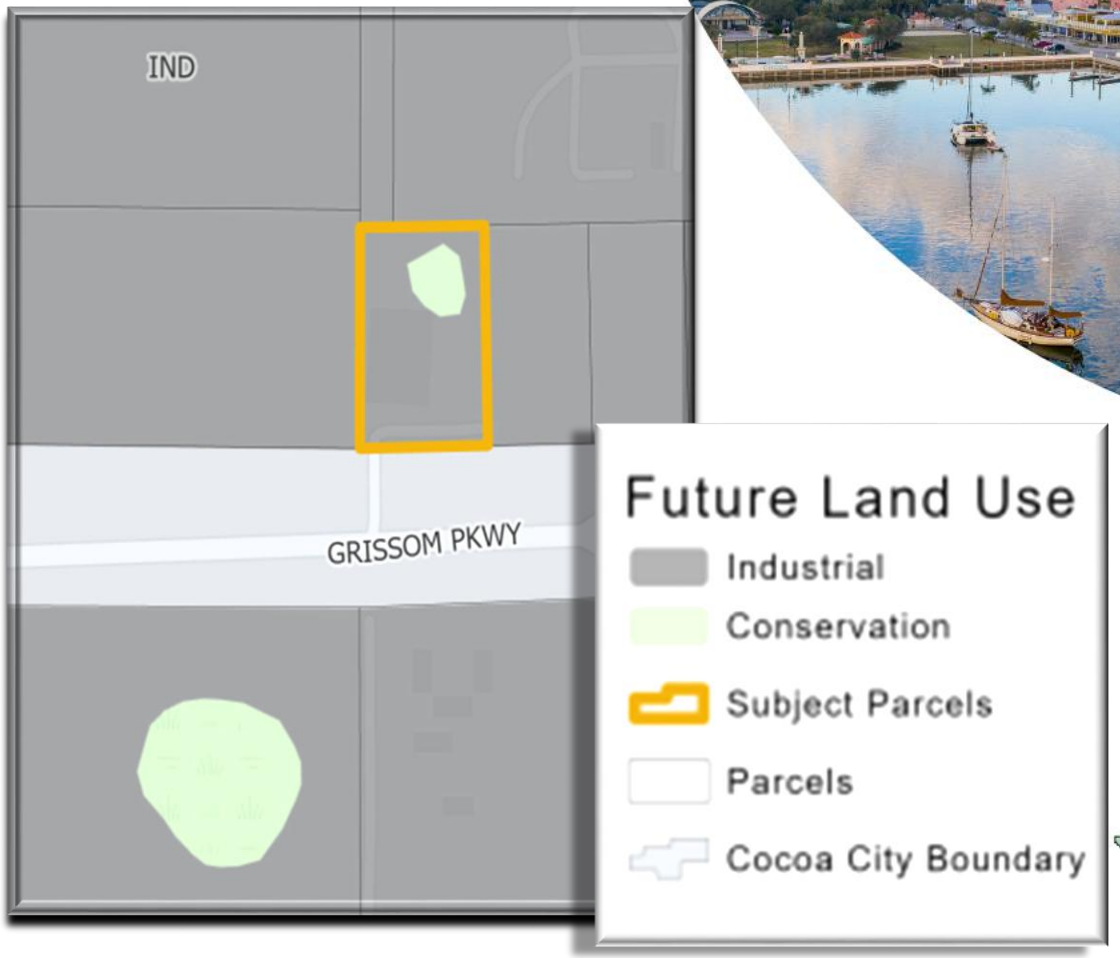
2026-184 Ordinance 04-2026



Zoning



Future Land Use



2026-184 Ordinance 04-2026



Staff Analysis

Why change is needed:

1. Clarifies the Code
2. Supports existing business
3. Allows similar future uses

Allows for additional uses:

- Bowling, skating, arcades
- Indoor go-kart tracks and playgrounds
- Gym and fitness facilities exceeding 12,000 sq. ft.

Minimum Impact:

- Low external impact
- Fully enclosed uses
- Screened outdoor areas

2026-184 Ordinance 04-2026

Commercial Recreation Structures

Permitted by right in:

- C-G (General Commercial)
- C-P (Commercial Parkway)
- PUD (Planned Unit Development)
- UMD (Urban Mixed-Use)
- C-C (Core Commercial)

Permitted as a Special Exception in:

- C-N (Neighborhood Commercial)
- C-R (Restricted Commercial)
- CBD (Central Business District)

Gym and Fitness Facilities

- Less than 7,500 sq. ft. -

Permitted by right in:

- C-N (Neighborhood Commercial)
- C-R (Restricted Commercial)
- C-P (Commercial Parkway)
- C-W (Wholesale Commercial)
- C-G (General Commercial)
- CBD (Central Business District)
- UMD (Urban Mixed-Use)
- PUD (Planned Unit Development)

2026-184 Ordinance 04-2026

Comprehensive Plan

Goal 1.1 - Objective 1.1.1: A broad range of land use activities while supporting economic development

- Do not introduce outdoor impacts typical of commercial uses
- Are compatible with industrial development patterns

Policy 1.1.2.10 - Commercial uses that are complementary to and support industrial development and operations may be permitted within industrial-designated areas





2026-184 Ordinance 04-2026

Key Limitations & Standards

- No outdoor amplified sound
- All primary activities must be indoors
- Accessory uses must be incidental and subordinate
- Limited outdoor areas allowed:
  - Must be screened or enclosed
  - Designed to minimize impacts
- Maintains the industrial character



2026-184 Ordinance 04-2026

Recommended Motion

Staff recommends that **City Council APPROVE on first reading** for the proposed Zoning Text Amendment to Appendix A, Article XI, Section 19 of the City of Cocoa Zoning Ordinance, to allow large-scale commercial recreation centers and gym and fitness facilities within the M-2 zoning district.

THANK YOU!

QUESTIONS?

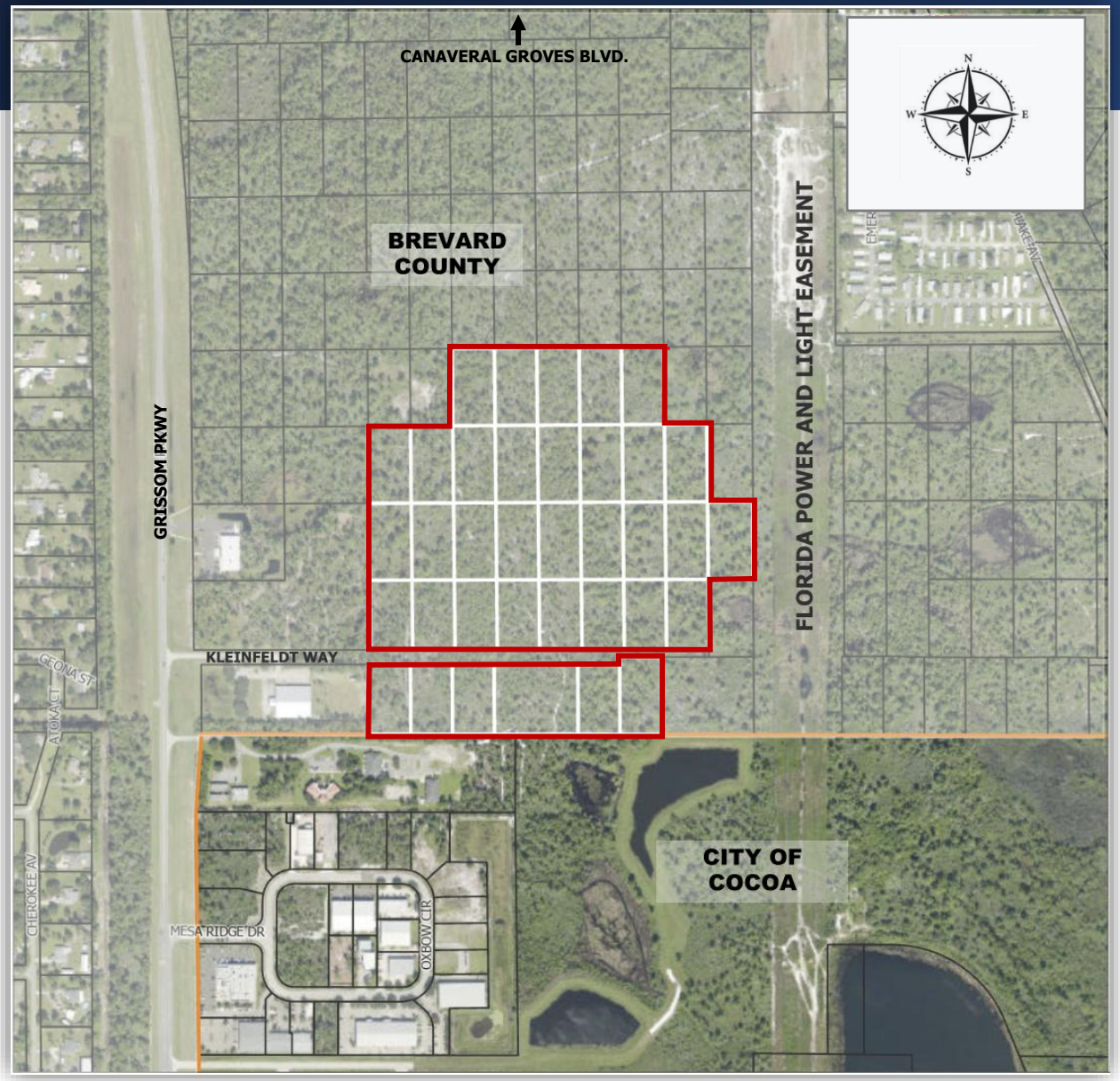
First Reading of

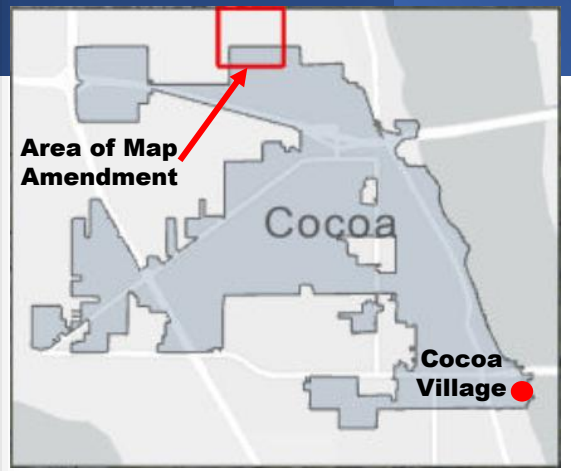
ORD 01-2026
ANNEXATION
For
“GRISSOM 46 ACRES”

(Concurrent with Ord. 02-2026 and Ord. 03-2026)

GRISSOM 46 ACRES ANNEXATION
Location Map

COCOA
FLORIDA





"Area of Annexation"

- Applicant Initiated
- 36 parcels
- 45.26 ac +/-

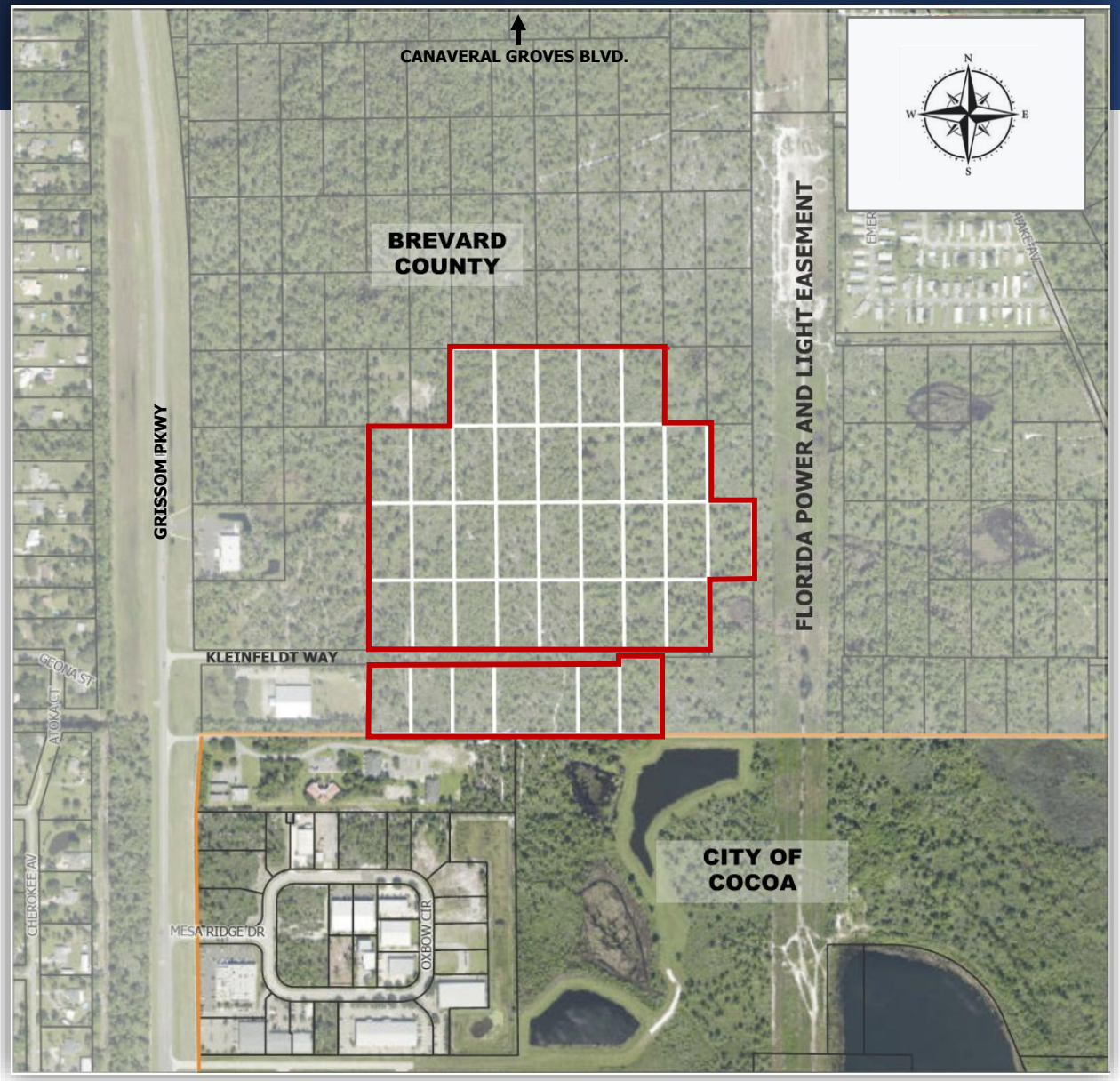
Voluntary Annexation, Rezone, CPA

Reason for Requests:

- Parcels are in City of Cocoa Wastewater Service Area
- Per Chapter 22, Sec. 22-5.1. - Additional connections for non-city customers
- Southern Boundary adjacent to City of Cocoa Northern M-2 District Boundary

GRISSOM 46 ACRES ANNEXATION
Location Map

COCOA
FLORIDA



Rezone & Comprehensive Plan (Map) Amendment (CPA)

ORD. 02-2026 Future Land Use

County
"Residential 4"

→ INDUSTRIAL

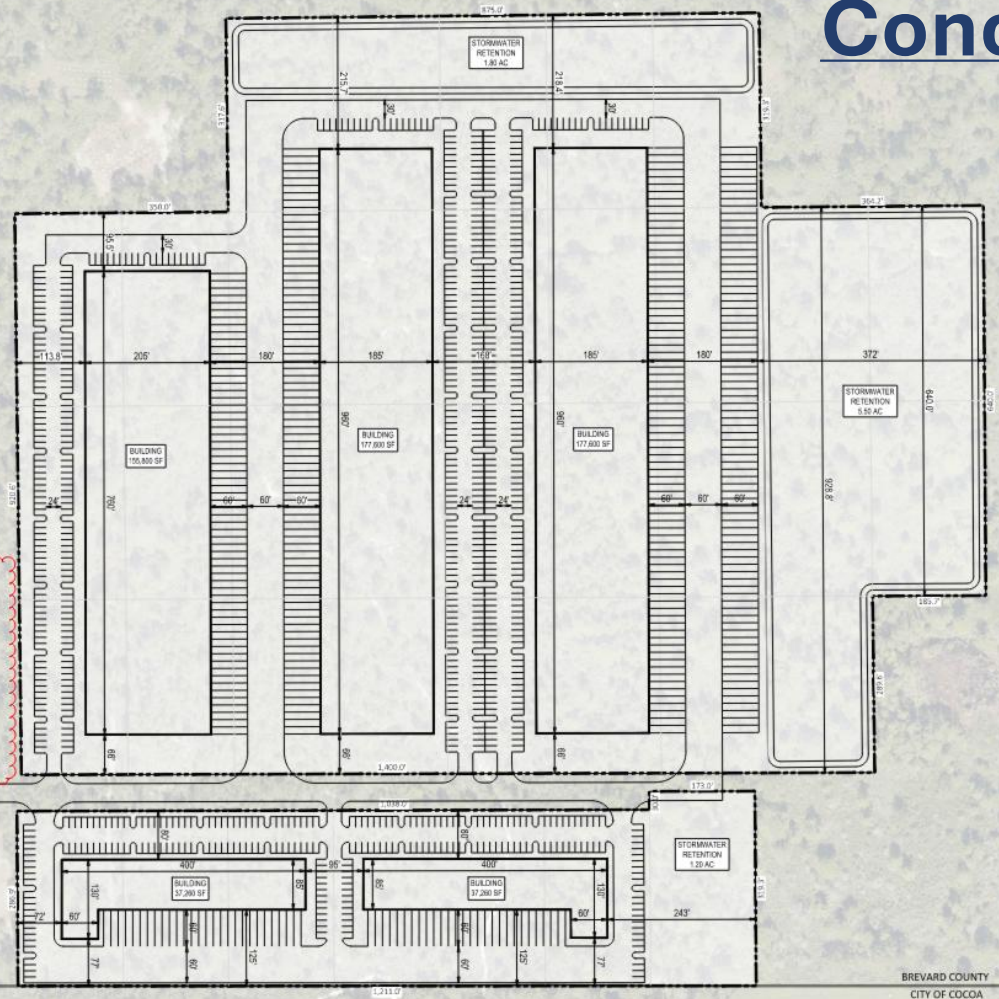
ORD. 03-2026 Zoning

County GU
"General Use"

→ M-2
Manufacturing and Industrial

Concept Plan









Applicant: Alex Goetz with KPM Fraklin / Park Industrial LLC

Owners: Dale & Lori Morris of Cocoa

CONCEPTUAL SITE PLAN
CITY OF COCOA | BREVARD COUNTY | FLORIDA

GRISSOM PKWY

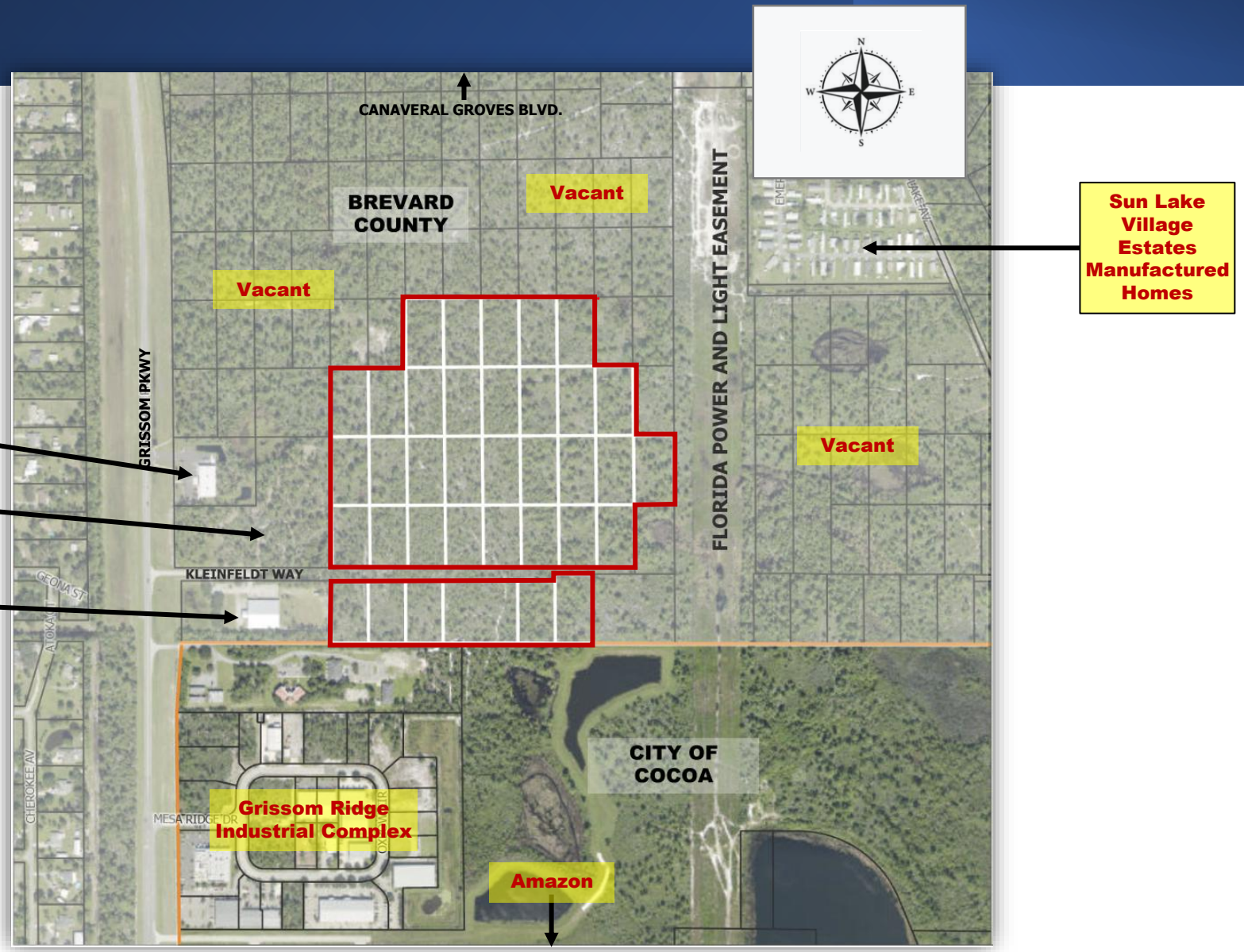
PROJECT NO. 25-0290.MKT
PLAN SCALE: 1" = 100'
DATE: 9/15/25

DISCLAIMER: CONCEPTUAL SITE LAYOUT HAS BEEN PREPARED WITH THE BEST INFORMATION AVAILABLE AND DOES NOT REPRESENT FINAL ENGINEERING ELEMENTS. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE PENDING FINAL ENGINEERING ANALYSIS AND SHALL ONLY BE UTILIZED AS AN ESTIMATE FOR DEVELOPMENT FEASIBILITY.

KPMFrankl

GRISSOM 46 ACRES ANNEXATION
Surrounding Property Uses

COCOA



GRISSOM 46 ACRES ANNEXATION
Compliance & Analysis

COCOA
FLORIDA

Per **Appendix A of the City of Cocoa, Article VI, Section 1,** regarding Voluntary Annexations

Determination:

A. Impact to utilities and infrastructure

- **suitable for development for urban purposes**
- **same level of service provided to other City residents and businesses**

GRISSOM 46 ACRES ANNEXATION
Compliance & Analysis

COCOA
FLORIDA

Per **Appendix A of the City of Cocoa, Article VI, Section 1,** regarding Voluntary Annexations

Determination:

A. Impact to utilities and infrastructure,

- **suitable for development for urban purposes**
- **same level of service provided to other City residents and businesses**

B. Consistent with the requirements of F.S. 171.0413 for Voluntary Annexations, including:

- **Contiguous to City Boundary**
- **Reasonably compact**
  - a single area and
  - does not create enclaves

GRISSOM 46 ACRES ANNEXATION
Compliance & Analysis

COCOA
FLORIDA

Per **Appendix A of the City of Cocoa, Article VI, Section 1,** regarding Voluntary Annexations

Determination:

C. Consistent with all applicable policies of the City's Comprehensive Plan;

- ***Policy 1.1.3.4:*** *The* ***City shall encourage requests for voluntary annexation*** *of all the enclaves and logical extensions of the existing City limits to efficiently use public facilities and services, to eliminate areas of jurisdictional problems, and to provide for sound growth and development of the City and surrounding area.*

GRISSOM 46 ACRES ANNEXATION
Compliance & Analysis

COCOA
FLORIDA

Per **Appendix A of the City of Cocoa, Article VI, Section 1,** regarding Voluntary Annexations

Determination:

C. Consistent with all applicable policies of the City's Comprehensive Plan;

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Advertising: per **F.S. Section 171.044**

No responses, complaints, or inquiries.

GRISSOM 46 ACRES ANNEXATION
Prior Action & Recommended Motion

COCOA
FLORIDA

PRIOR ACTION: April 01, 2026

Planning & Zoning Board - **APPROVE WITH CONDITIONS** both companion ordinances

- 02-2026 CPA: County Residential 4 (RES4) → City of Cocoa (IND);
- 03-2026 ZMA: County General Use (GU) → City of Cocoa (M-2).

(Annexation did not require a hearing before the P&Z Board)

RECOMMENDATION:

Staff requests City Council **APPROVE** the first reading of Ordinance 01-2026; annexing approximately 45.26 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard; providing for the amendment of Cocoa Charter, Article 1, City Boundaries, to incorporate the real property into the city boundaries; providing for the filing of the revised Cocoa Charter with the Department of State and as also required by law.

THANK YOU

~ ~ ~

QUESTIONS?

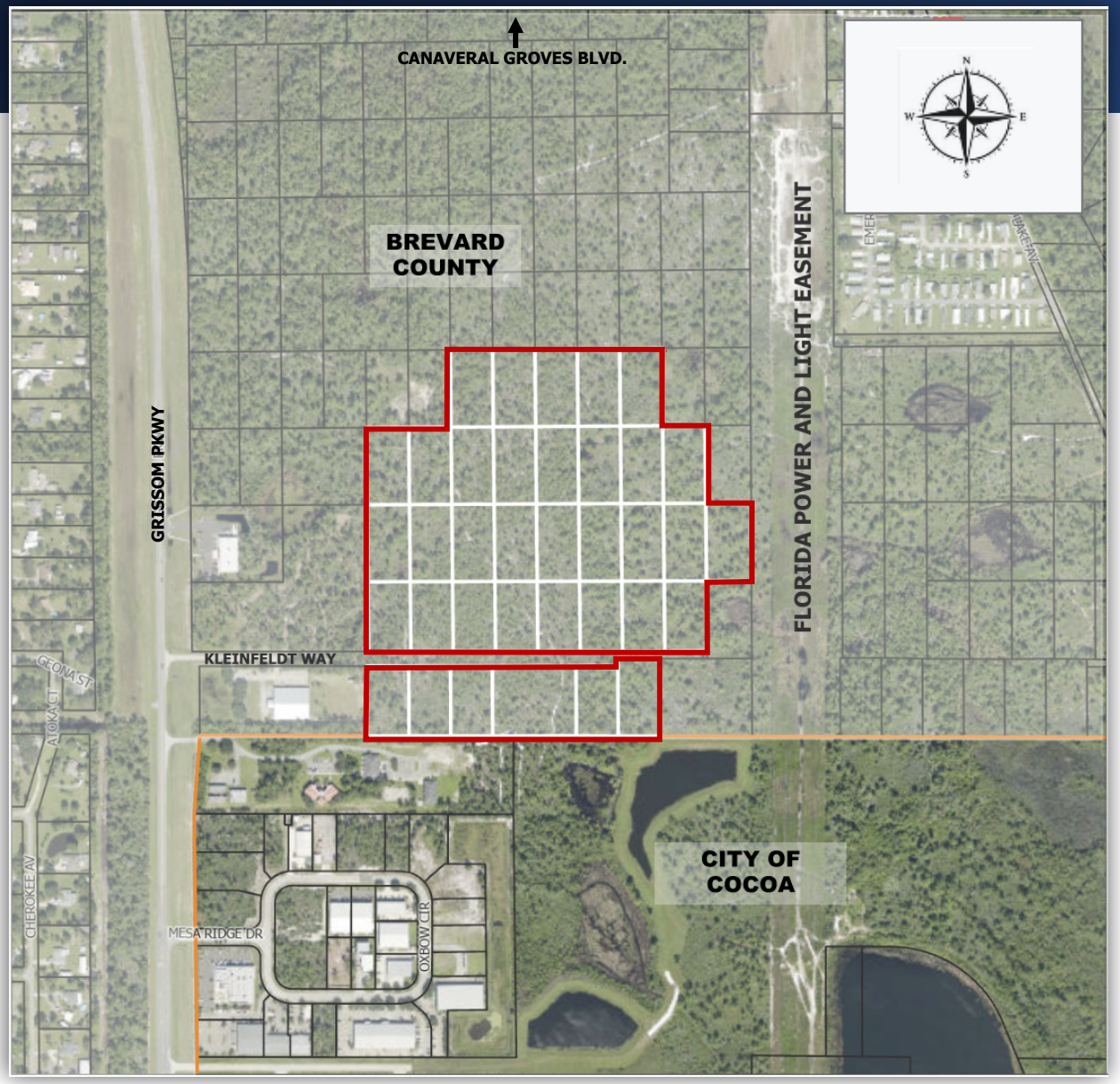
COCOA FLORIDA

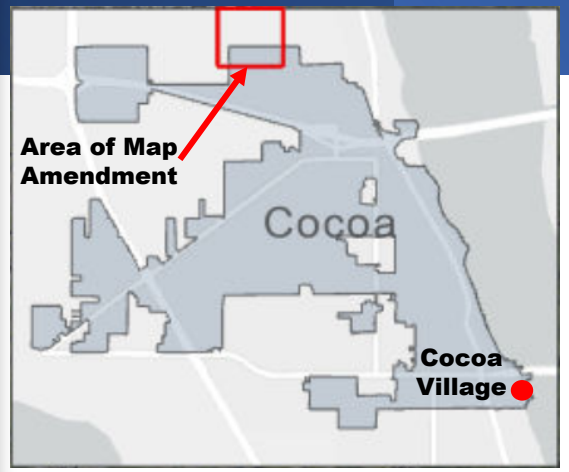
First Reading of

ORD 02-2026
FUTURE LAND USE MAP / COMPREHENSIVE PLAN AMENDMENT
For
“GRISSOM 46 ACRES” (ANNEXATION)

GRISSOM 46 ACRES FLUM/CPA
Location Map

COCOA
FLORIDA





"Area of Annexation"

- **Applicant Initiated**
- **36 parcels**
- **45.26 ac +/-**

Request to Change FLU

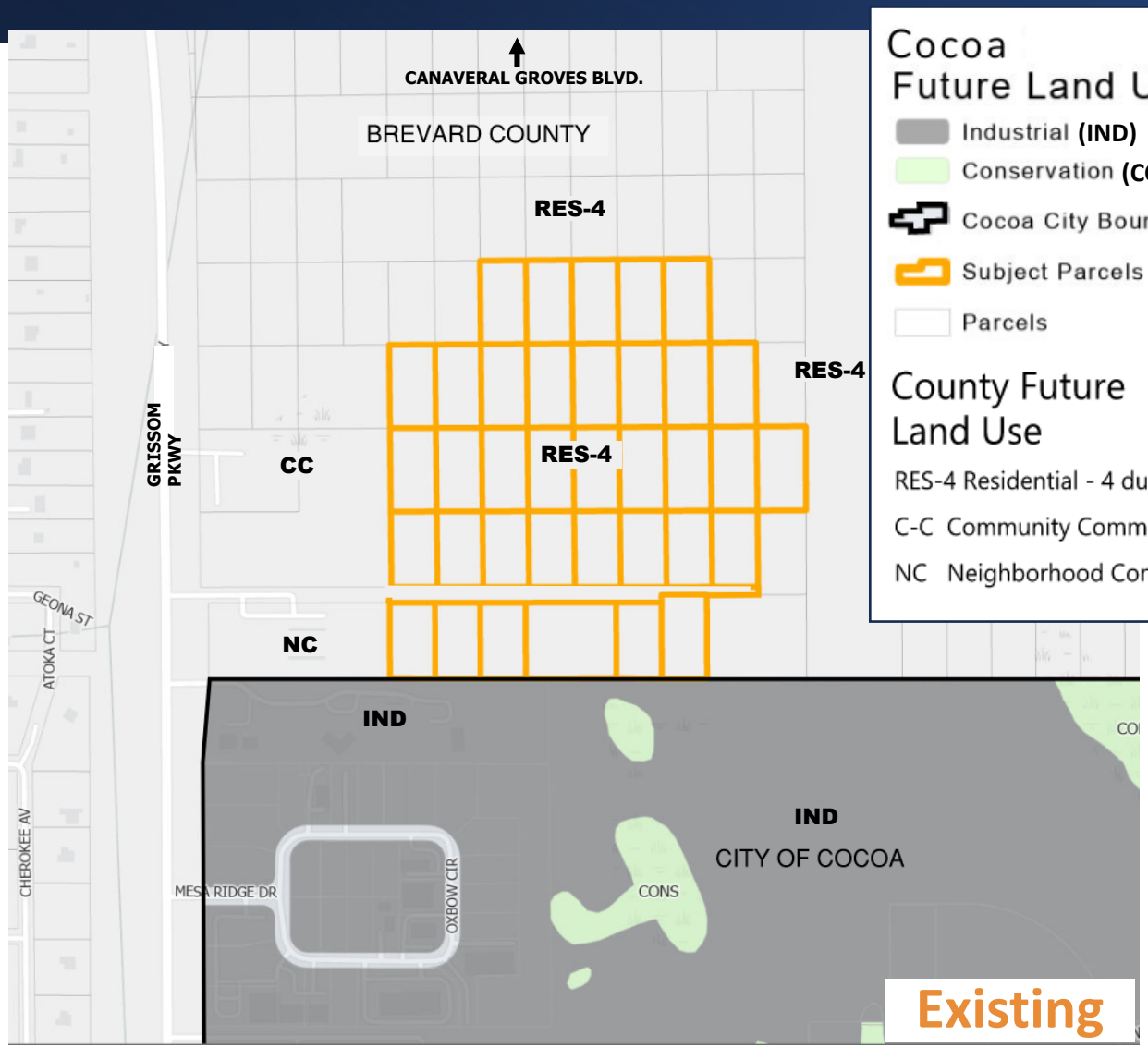
County RES4 **Residential – 4 du/ac**	➡	**IND** **Industrial**

ORD. 03-2026 Zoning Map Amendment

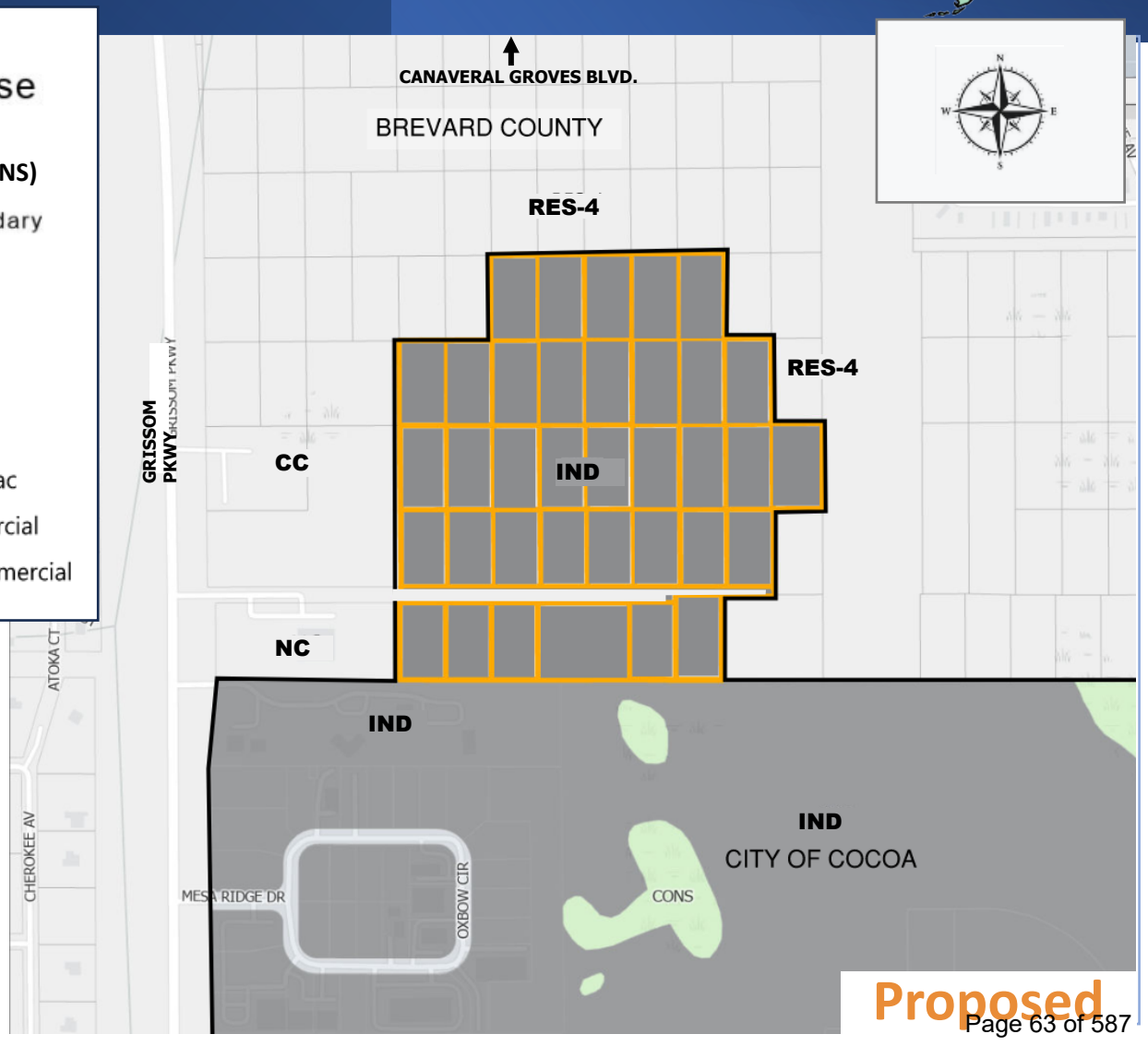
ORD. 01-2026 Grissom 46 Acres Annexation

GRISSOM 46 ACRES FLUM/CPA
Background: Future Land Use Map

COCOA
FLORIDA



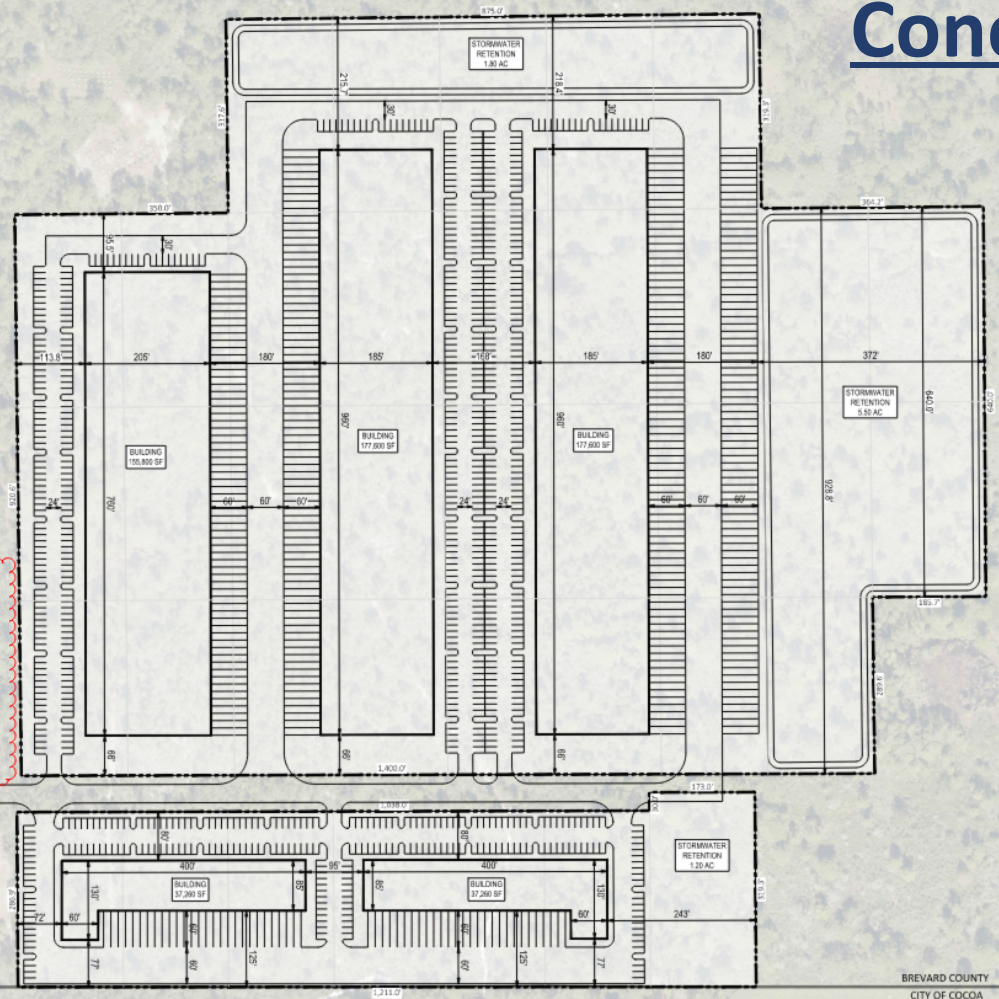
Existing



Proposed

Concept Plan









Applicant: Alex Goetz with KPM Franklin / Park Industrial LLC

Owners: Dale & Lori Morris of Cocoa

CONCEPTUAL SITE PLAN
CITY OF COCOA | BREVARD COUNTY | FLORIDA

GRISSOM PKWY

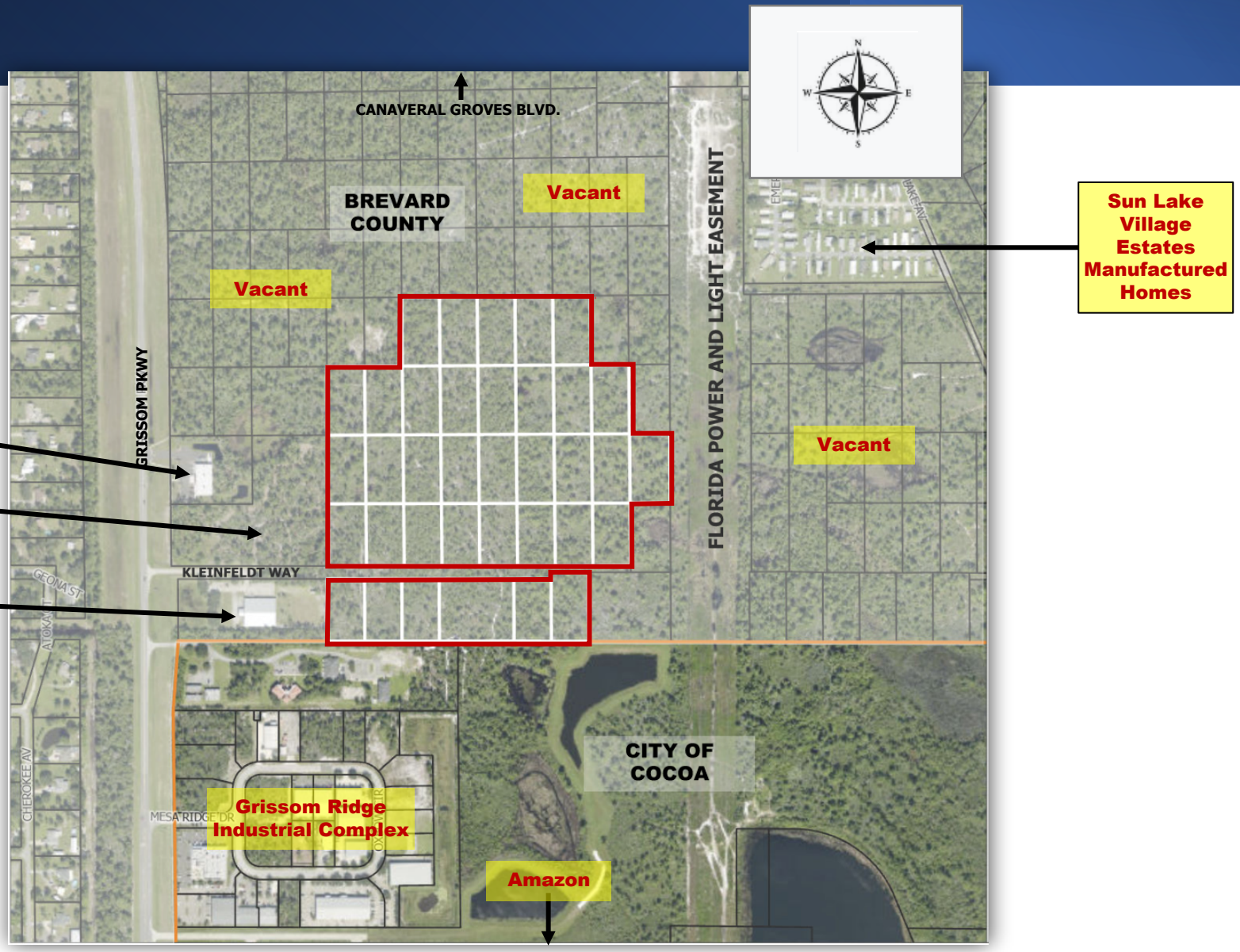
PROJECT NO. 25-0290.MKT
PLAN SCALE: 1" = 100'
DATE: 9/15/25

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KPMFrankl

GRISSOM 46 ACRES FLUM/CPA
Surrounding Property Uses

COCOA



GRISSOM 46 ACRES FLUM/CPA Analysis

COCOA
FLORIDA

Per Chapter 15 , Article II, Sections 15-10 and 15-11, for compliance with the Comprehensive Plan

Budget, economy, levels of service, environmental impact, neighborhood compatibility, & housing accessibility.

Determination:

- Future Land Use change will not negatively impact the City's budget, but **will contribute positively to the City's economic base**
- City of Cocoa can provide services at the **same level of service provided to other City residents and businesses**
- **Will not adversely impact the environment**, or historical resources of the City (a Phase 1 ESA will be required)
- Overall, the amendment **aligns with the City of Cocoa's industrial character**

GRISSOM 46 ACRES FLUM/CPA Analysis

COCOA
FLORIDA

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- **Will not adversely impact the environment**, or historical resources of the City (a Phase 1 ESA will be required)
- Overall, the amendment **aligns with the City of Cocoa's industrial character**

Considerations:

- There are a **significant number of trees** on the subject parcels, which the applicant plans to replace and/or mitigate, per the City's tree removal, replacement and mitigation requirements.
- Per Comp Plan regarding neighborhood protection, and In consideration of the low-density surrounding County land use, the City will require an opaque **"compatibility" buffer wall**, which will minimize visual, noise, and environmental impacts

GRISSOM 46 ACRES FLUM/CPA
Comprehensive Plan

COCOA
FLORIDA

Consistency with the City of Cocoa Comprehensive Plan

- ***GOAL 1.1:*** ***Create and maintain a broad range of land use activities.***
- ***Policy 1.1.2.10: Industrial (IND).*** *Industrial areas shall be regarded as appropriate for activities associated with* ***industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products.***
- ***Objective 1.3.1: Economic Base Enhancement.*** *The City of Cocoa shall seek to* ***establish and maintain a stable and growing economic base*** *through strategic incentive programs and diversification of the economy.*

FIGURE FLU-1
STANDARDS FOR FUTURE LAND USE CATEGORIES

	Industrial
Maximum Intensity/ Density	1.50 FAR
Allowable Uses[10]	Industrial and Commercial[6]
Minimum Transportation Access	2 lane collector 2 lane arterial
Applicable Zoning Districts	M-1 and M-2
Maximum Impervious Surface Ratio	.75

GRISSOM 46 ACRES FLUM/CPA
Prior Action & Recommended Motion

COCOA
FLORIDA

PRIOR ACTION: April 01, 2026

Planning & Zoning Board - **APPROVE WITH CONDITIONS**

- 02-2026 CPA: County Residential 4 (RES4) → City of Cocoa (IND); and
- 03-2026 ZMA: County General Use (GU) → City of Cocoa (M-2).

RECOMMENDATION:

- Staff requests that City Council **APPROVE** this first reading of Ordinance 02-2026, a Comprehensive Plan Amendment changing the future land use map designation of the subject properties from Brevard County “Residential 4” (RES4) to City of Cocoa “Industrial” (IND).

THANK YOU

~ ~ ~

QUESTIONS?

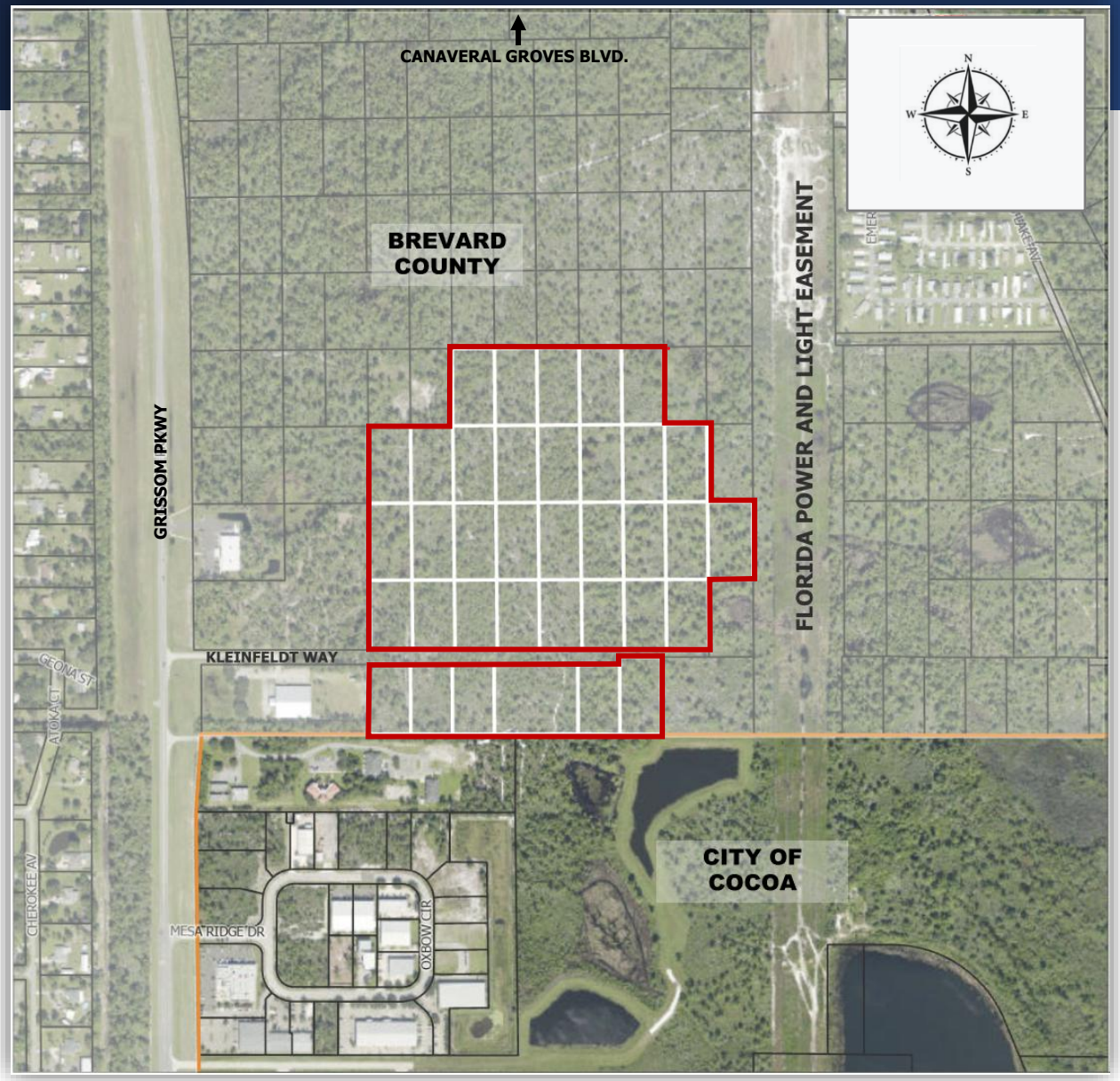
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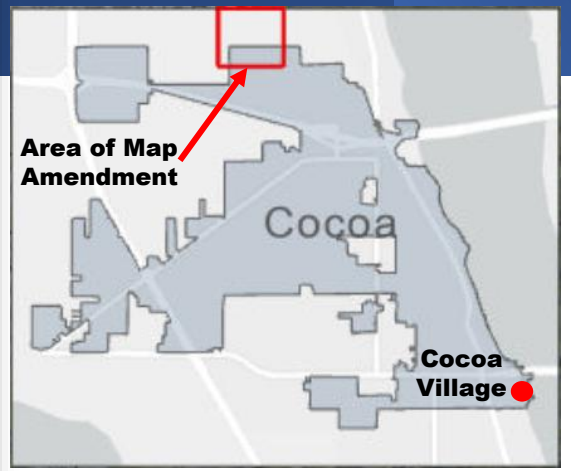
ORD 03-2026
ZONING MAP AMENDMENT
For
“GRISSOM 46 ACRES” (ANNEXATION)

COCOA FLORIDA

GRISSOM 46 ACRES ZMA
Location Map

COCOA
FLORIDA





"Area of Annexation"

- Applicant Initiated
- 36 parcels
- 45.26 ac +/-

Request to Rezone

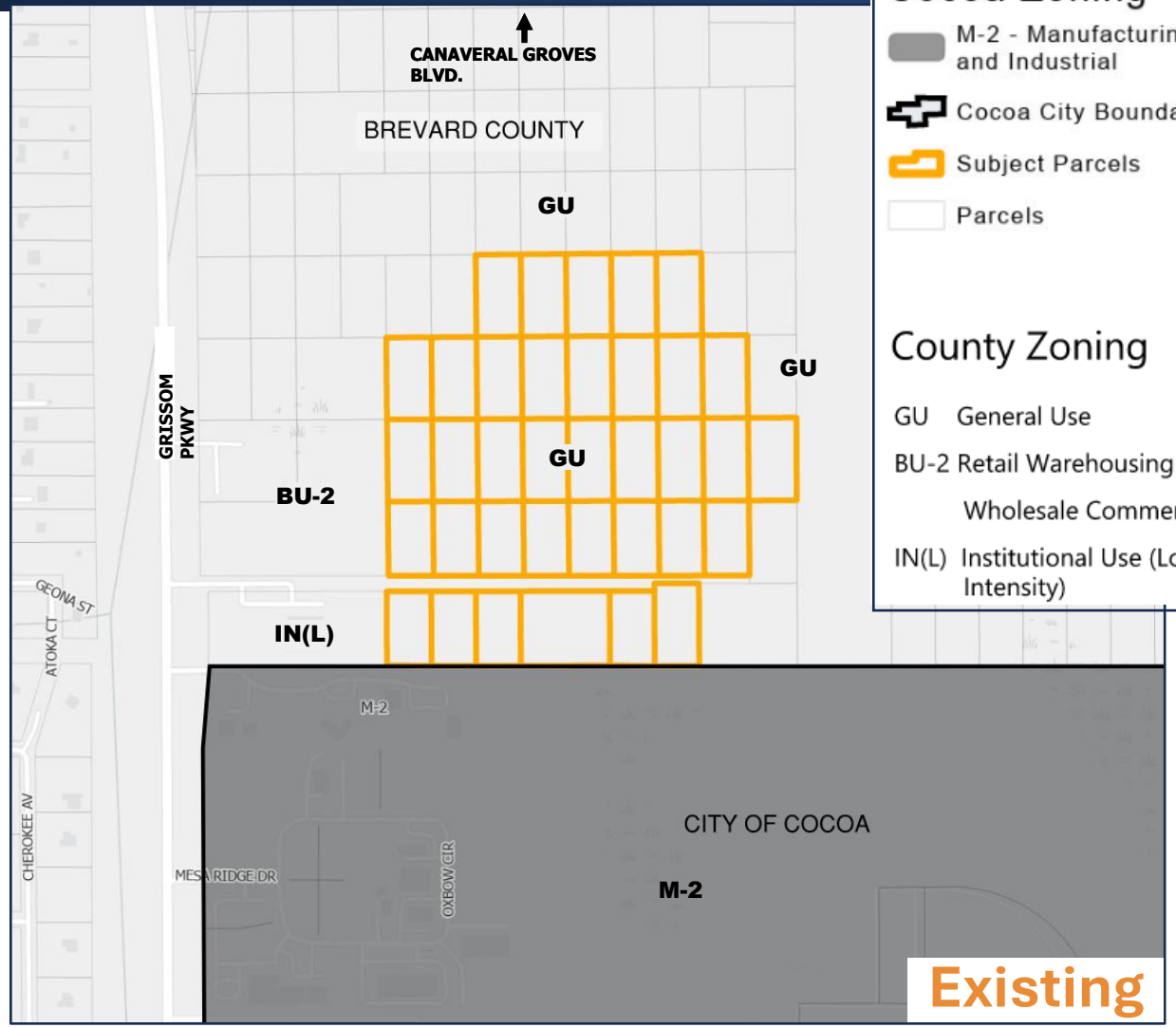
County GU	→	M-2
General Use		Manufacturing and Industrial

ORD. 02-2026 FLU / CPA Amendment

ORD. 01-2026 Grissom 46 Acres Annexation

GRISSOM 46 ACRES ZMA
Background: Zoning Map

COCOA
FLORIDA

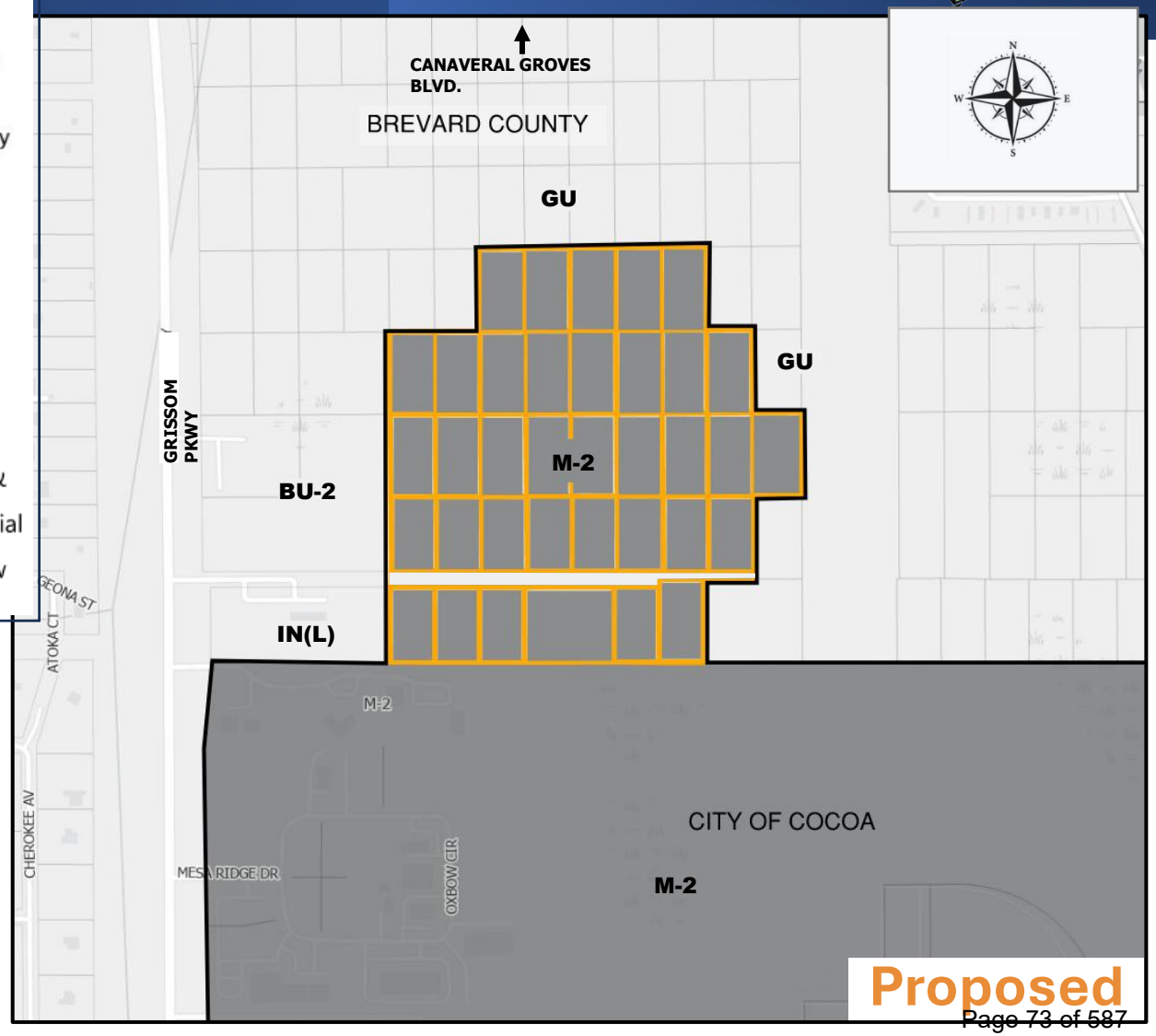


Cocoa Zoning

- M-2 - Manufacturing and Industrial
- Cocoa City Boundary
- Subject Parcels
- Parcels

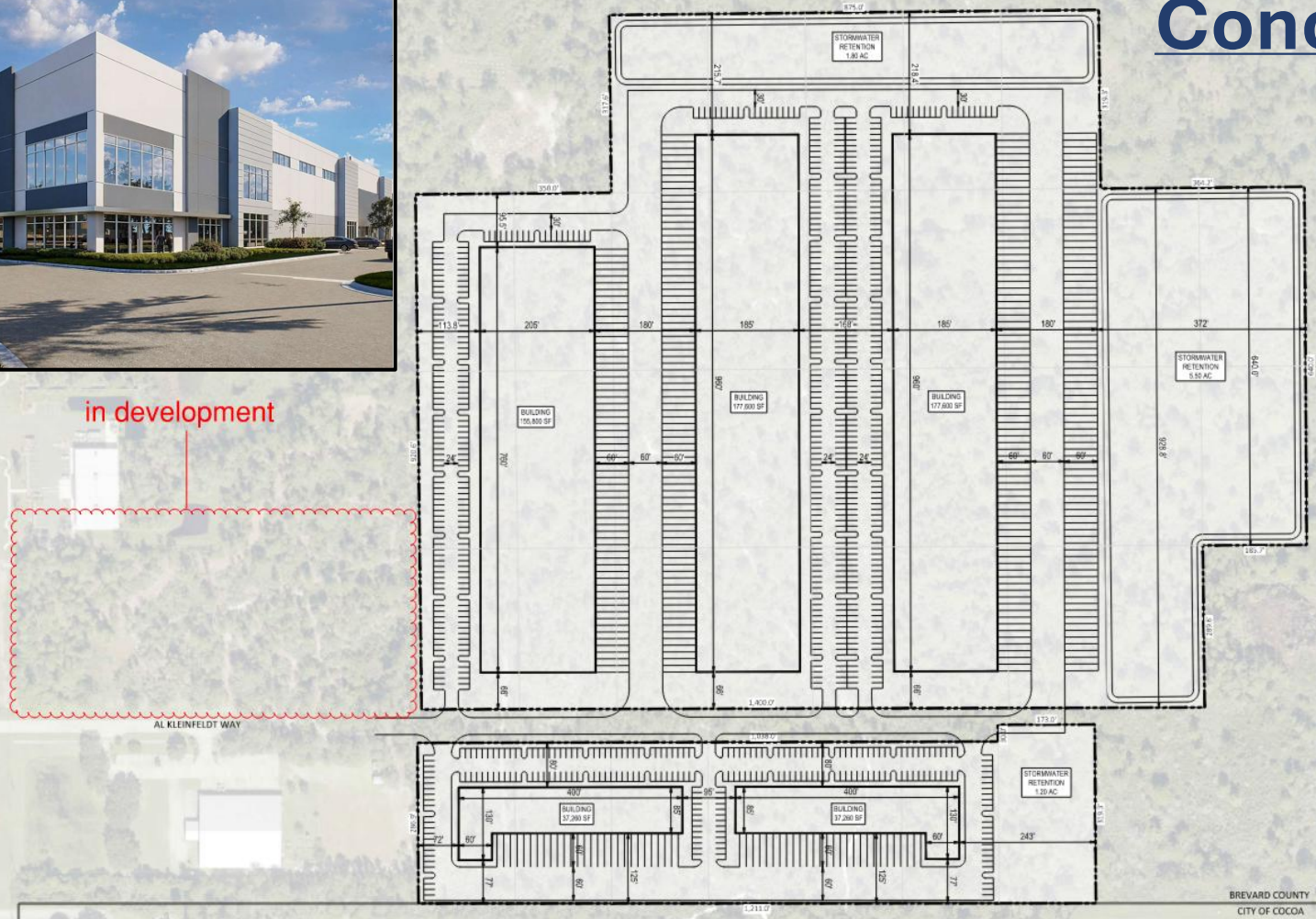
County Zoning

- GU General Use
- BU-2 Retail Warehousing & Wholesale Commercial
- IN(L) Institutional Use (Low Intensity)



Concept Plan









Applicant: Alex Goetz with KPM Fraklin / Park Industrial LLC

Owners: Dale & Lori Morris of Cocoa

CONCEPTUAL SITE PLAN
CITY OF COCOA | BREVARD COUNTY | FLORIDA

GRISSOM PKWY

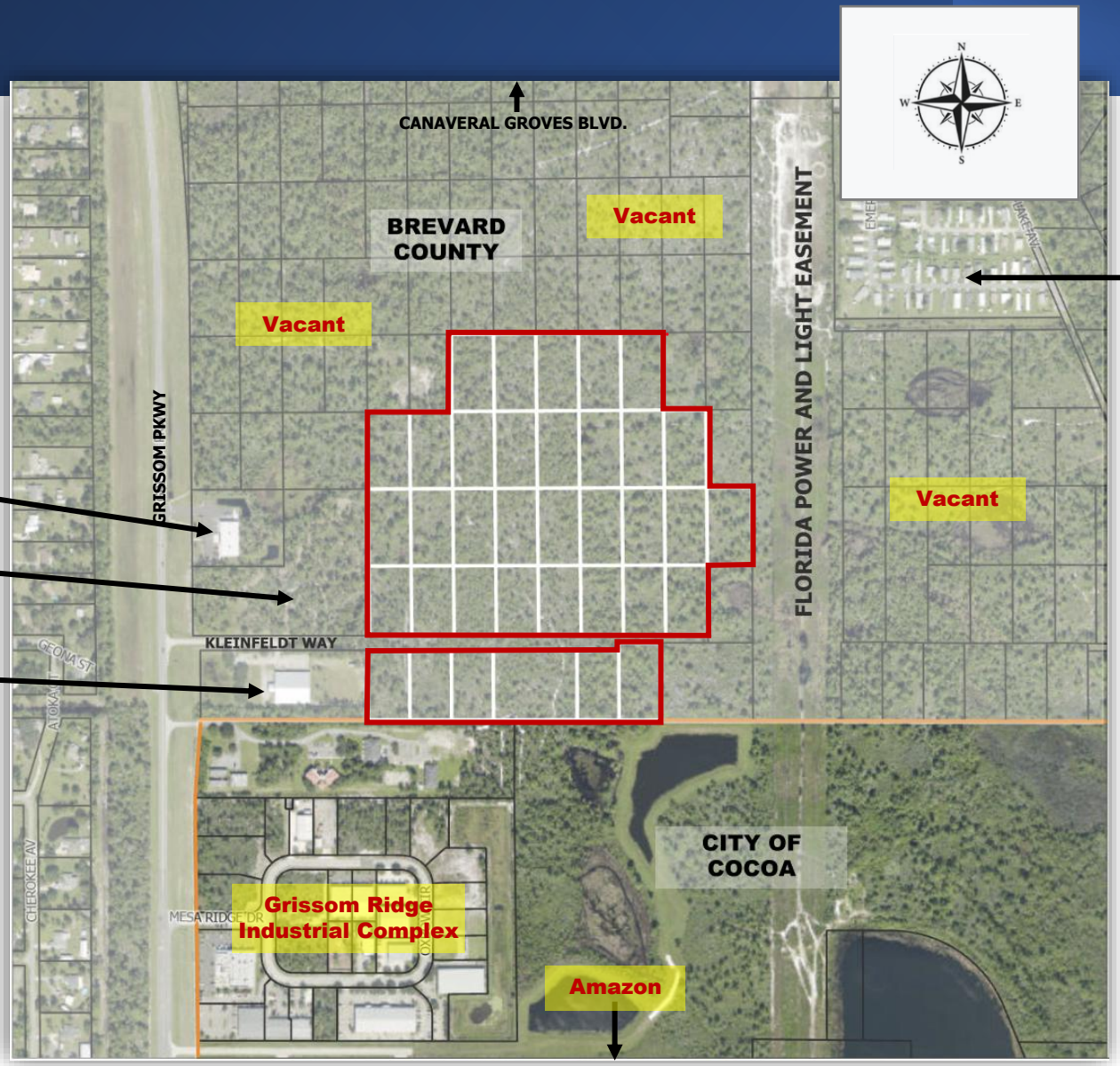
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KPMFrankl

GRISSOM 46 ACRES ZMA
Surrounding Property Uses

COCOA



GRISSOM 46 ACRES ZMA
Rezoning Analysis

COCOA
FLORIDA

The Planning & Zoning staff report covers the analysis of the criteria, per **Appendix A of the City of Cocoa, Article XXI, Section 1(G),** regarding impact to land use patterns, school districts, traffic, stormwater, other utilities and public services.

- **Consistent and logical** with the adjacent M-2 District
- Preliminary Analysis – **City can provide adequate services**
- Will **not negatively or adversely impact** the surrounding density or stormwater facilities.
- Zoning change will **not adversely impact property values**.
- **Creates economic development opportunity** which will increase property value in the overall area and the City

Consideration:

- Adjacent low intensity GU zoning – opaque "**Compatibility" buffer wall** to minimize visual, noise, and environmental impacts
- **No impact to roadway LOS anticipated**, but a TIA will be required with development plans

GRISSOM 46 ACRES ZMA
Comprehensive Plan

COCOA
FLORIDA

Consistency with the City of Cocoa Comprehensive Plan

- Per the City of Cocoa Zoning Code, **Appendix A, ART XI, Sec. 19**, the provisions of the M-2 district:
  - *"…are intended to **preserve the function of various industrial activities**, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses."*

Land Use Element

Policy 1.1.2.10: **Industrial (IND).** Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals. The following criteria shall be used for determining appropriate locations for industrial land use designations on the future land use map.

FIGURE FLU-1
STANDARDS FOR FUTURE LAND USE CATEGORIES

	Industrial
Maximum Intensity/ Density	1.50 FAR
Allowable Uses[10]	Industrial and Commercial[6]
Minimum Transportation Access	2 lane collector 2 lane arterial
Applicable Zoning Districts	M-1 and M-2
Maximum Impervious Surface Ratio	.75

GRISSOM 46 ACRES ZMA
Recommended Motion

COCOA
FLORIDA

PRIOR ACTION: April 01, 2026

Planning & Zoning Board - **APPROVE WITH CONDITIONS** both

- 03-2026 ZMA: County General Use (GU) → City of Cocoa (M-2); and
- 02-2026 CPA: County Residential 4 (RES4) → City of Cocoa (IND)

RECOMMENDATION:

- Staff requests that City Council **APPROVE** this first reading of Ordinance 03-2026, changing the zoning map designation of the subject properties from Brevard County "General Use" (GU) to City of Cocoa "M-2" (Manufacturing and Industrial District).

THANK YOU

~ ~ ~

QUESTIONS?

COCOA FLORIDA

COCOA
FLORIDA

City Council

April 14, 2026



Cocoa Village Bay Estates

Large Scale Site Plan & Preliminary Plat Applications

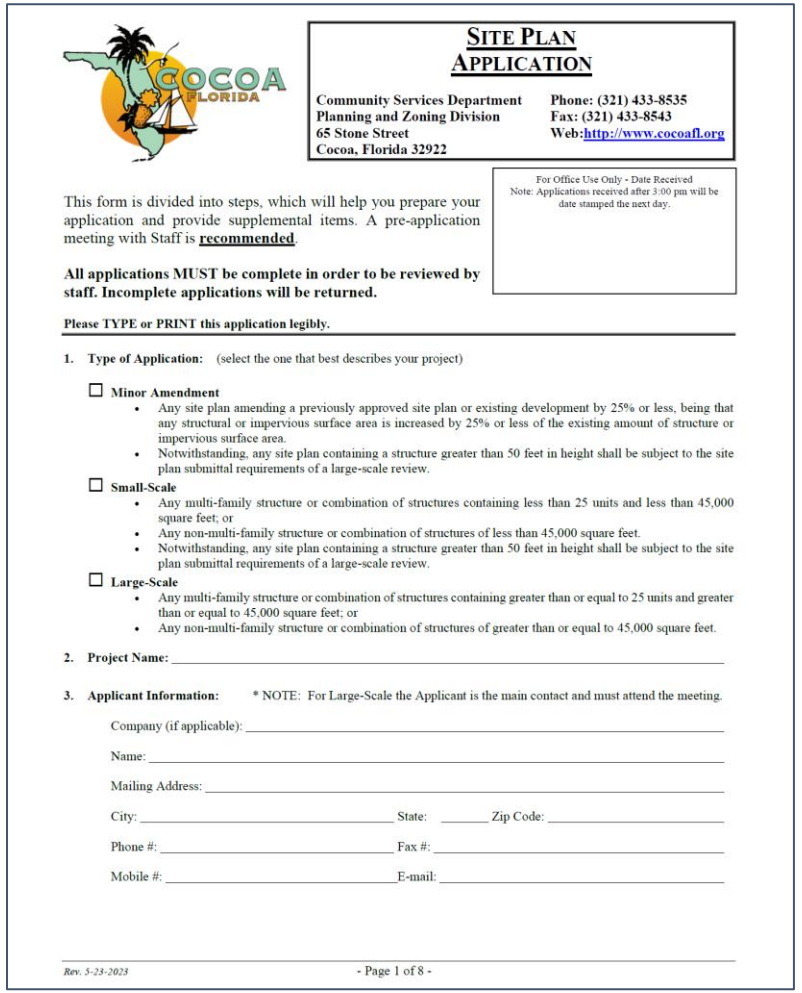


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FLORIDA

Request Summary

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- Consideration of a Large-Scale Site Plan and Preliminary Plat, pursuant to Appendix A, Zoning, Article XIII, Sec. 1(D) of the Cocoa City Code
- The site is 7.55 acres overall with 3.33 acres of developed project area
- The Applicant is requesting a total of 7 residential lots



COCOA FLORIDA

SITE PLAN APPLICATION

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web:http://www.cocoafl.org

For Office Use Only - Date Received
Note: Applications received after 3:00 pm will be date stamped the next day.

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

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

Please TYPE or PRINT this application legibly.

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

☐ **Minor Amendment**
- Any site plan amending a previously approved site plan or existing development by 25% or less, being that any structural or impervious surface area is increased by 25% or less of the existing amount of structure or impervious surface area.
- Notwithstanding, any site plan containing a structure greater than 50 feet in height shall be subject to the site plan submittal requirements of a large-scale review.

☐ **Small-Scale**
- Any multi-family structure or combination of structures containing less than 25 units and less than 45,000 square feet; or
- Any non-multi-family structure or combination of structures of less than 45,000 square feet.
- Notwithstanding, any site plan containing a structure greater than 50 feet in height shall be subject to the site plan submittal requirements of a large-scale review.

☐ **Large-Scale**
- Any multi-family structure or combination of structures containing greater than or equal to 25 units and greater than or equal to 45,000 square feet; or
- Any non-multi-family structure or combination of structures of greater than or equal to 45,000 square feet.

2. **Project Name:** _____

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

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

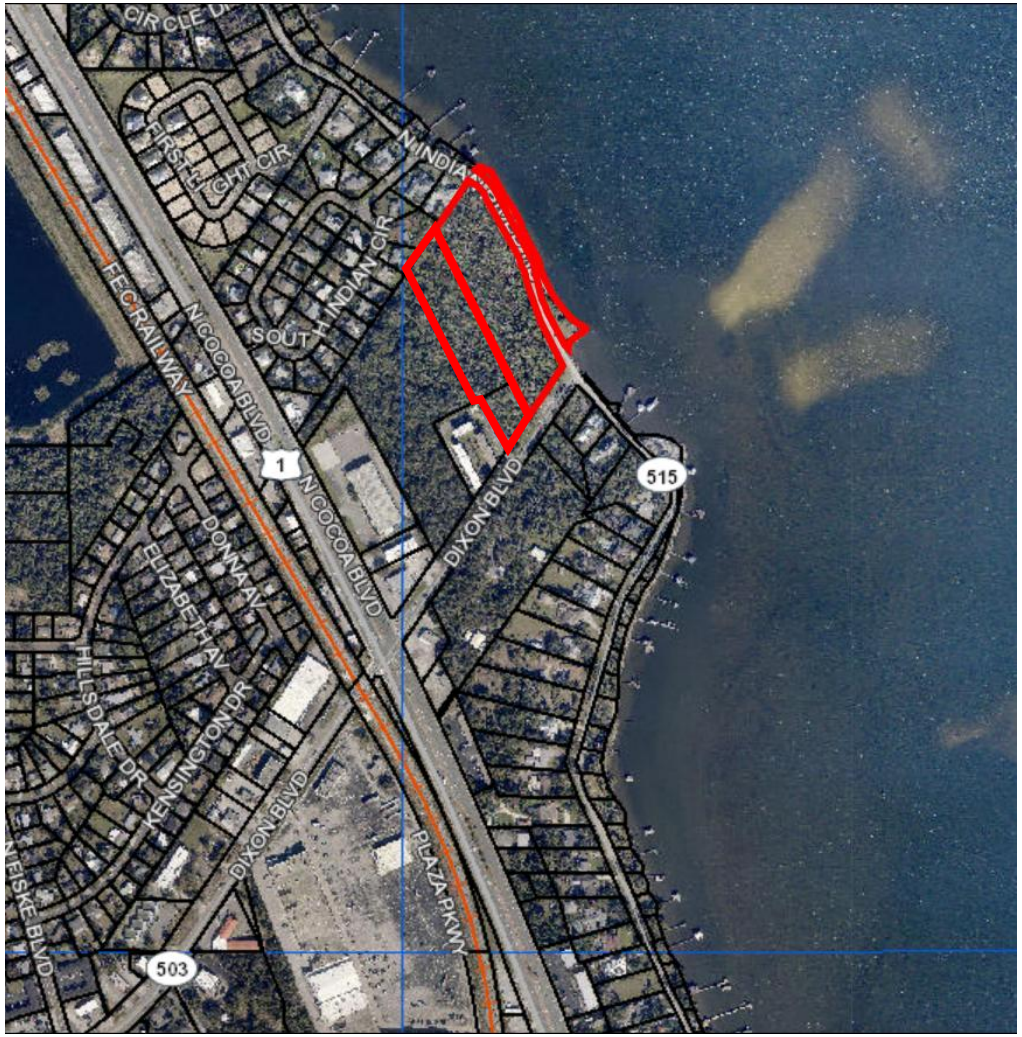
Mobile #: _____ E-mail: _____

Rev. 5-23-2023 - Page 1 of 8 -

Property Location

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- The project site is located at the northwest corner of North Indian River Drive and Dixon Boulevard
- Direct frontage on Indian River Lagoon
- Less than ¼ mile to US 1/North Cocoa Blvd.

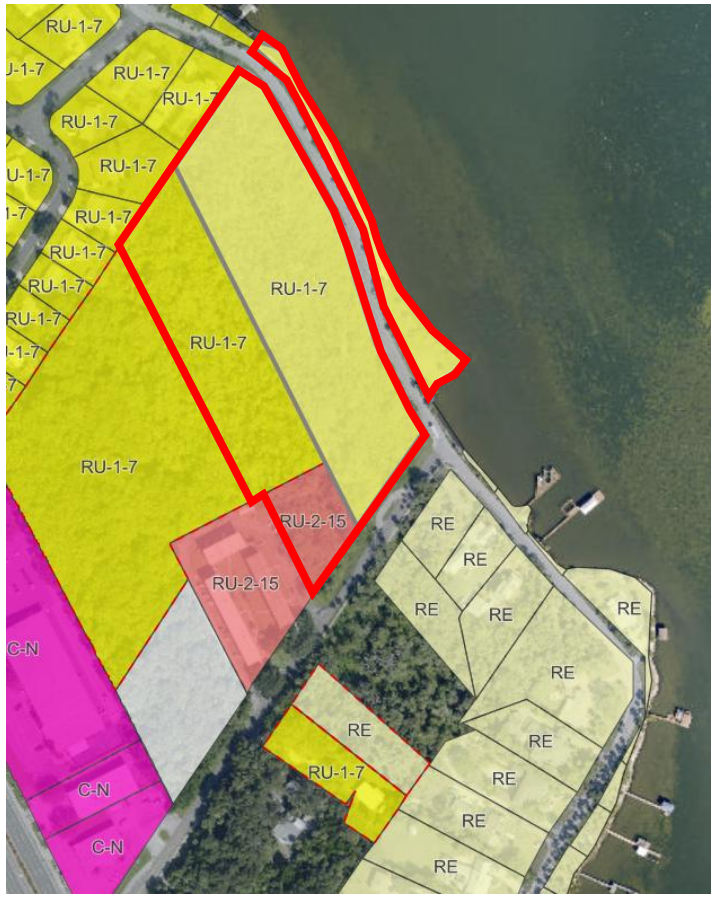


Zoning & Future Land Use

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- Current Zoning is Single-Family Residential (RU-1-7) and Multiple Family Dwelling (RU-2-15).

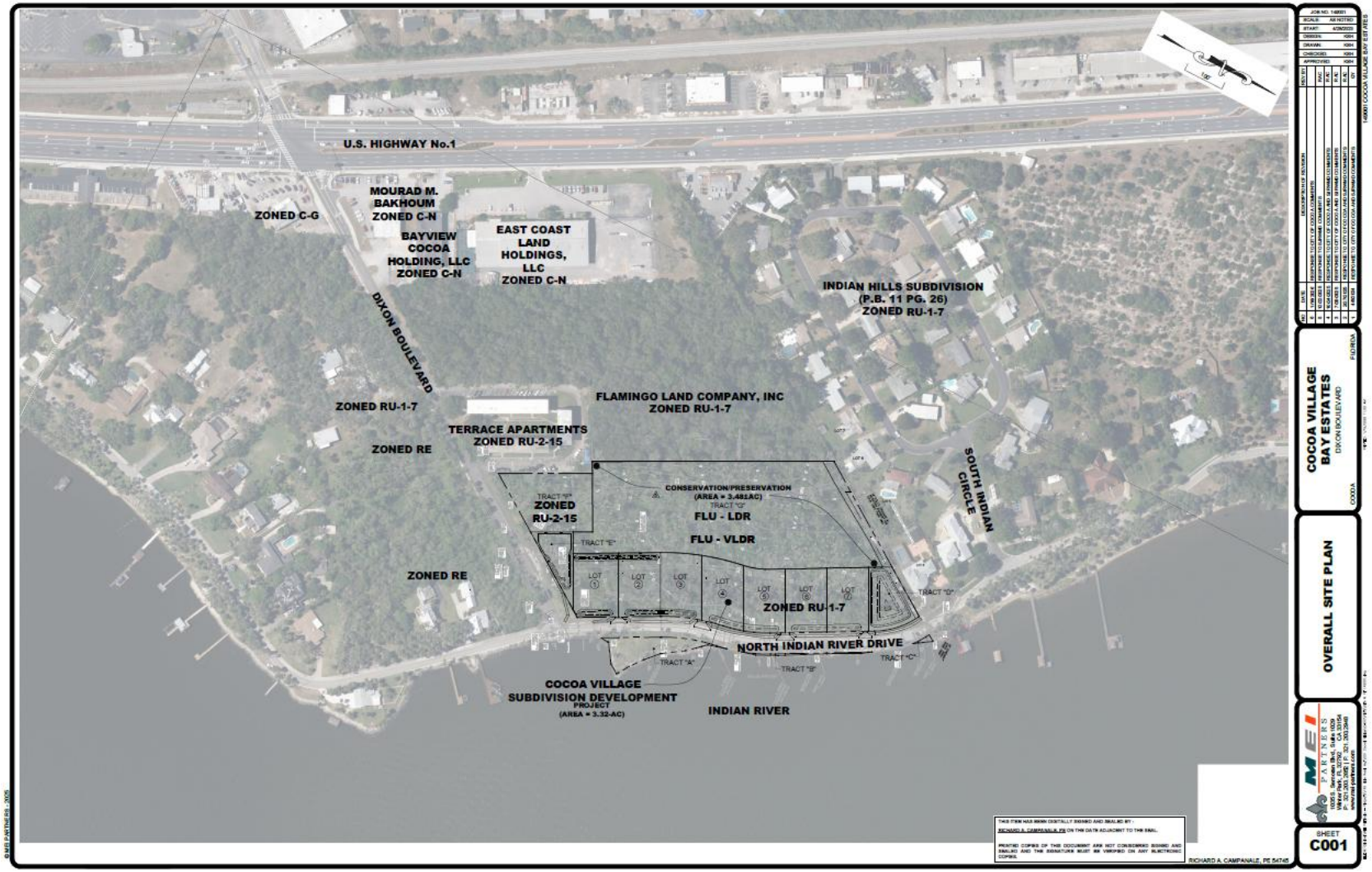
- Future Land Use Designation is Very Low Density Residential (VLDR) and Low Density Residential (LDR)





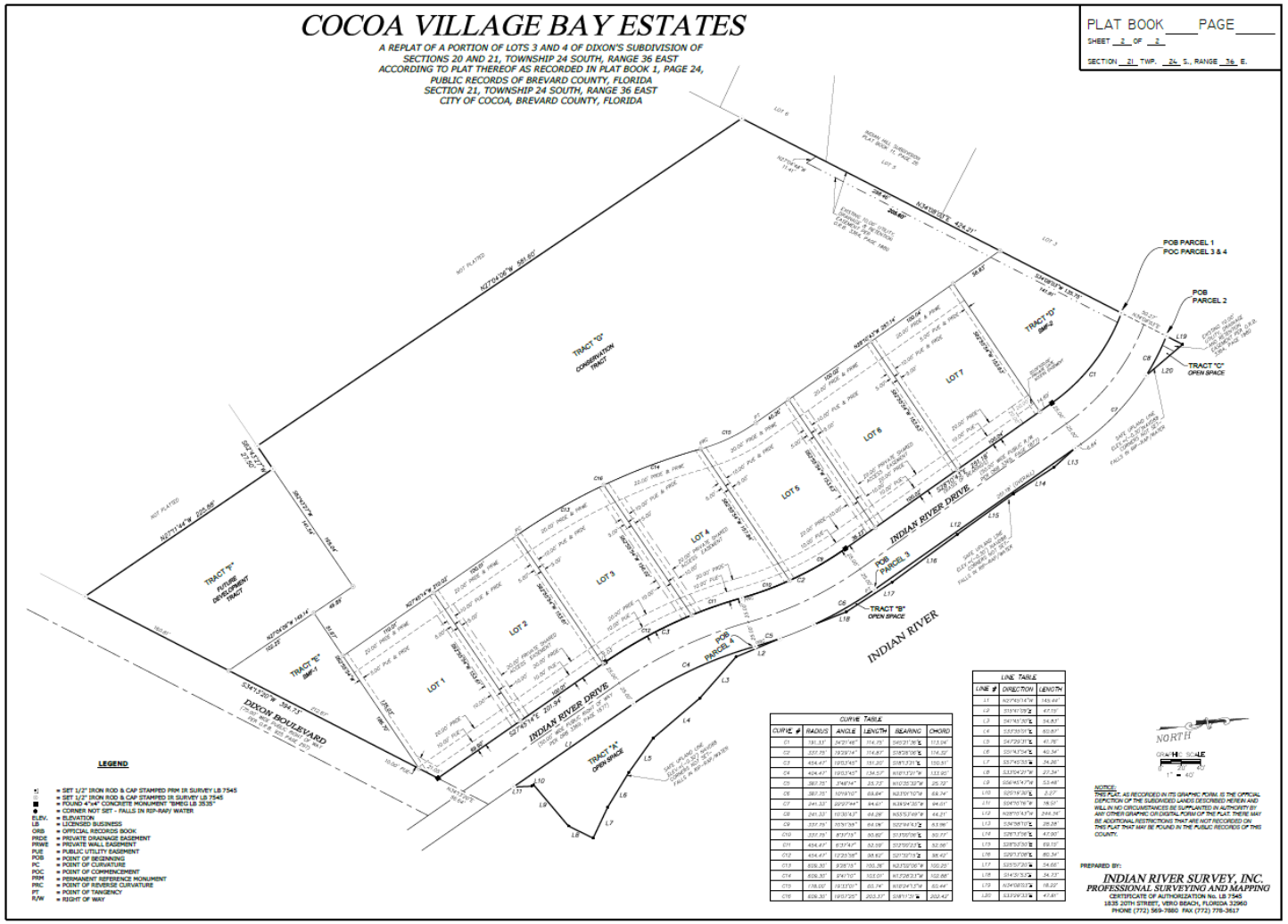
Overall Site Plan

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Preliminary Plat

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Project Overview

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- 7 single-family detached lots – approximately 1/3 acre in size
- Accessed from 4 driveway connections to Indian River Drive
- 2 stormwater detention areas
- 3.62 acres of preservation + no development on tract east of Indian River Drive
- 0.61-acre Future Development Tract

Home Elevations

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OPT #1
WEST ELEVATION



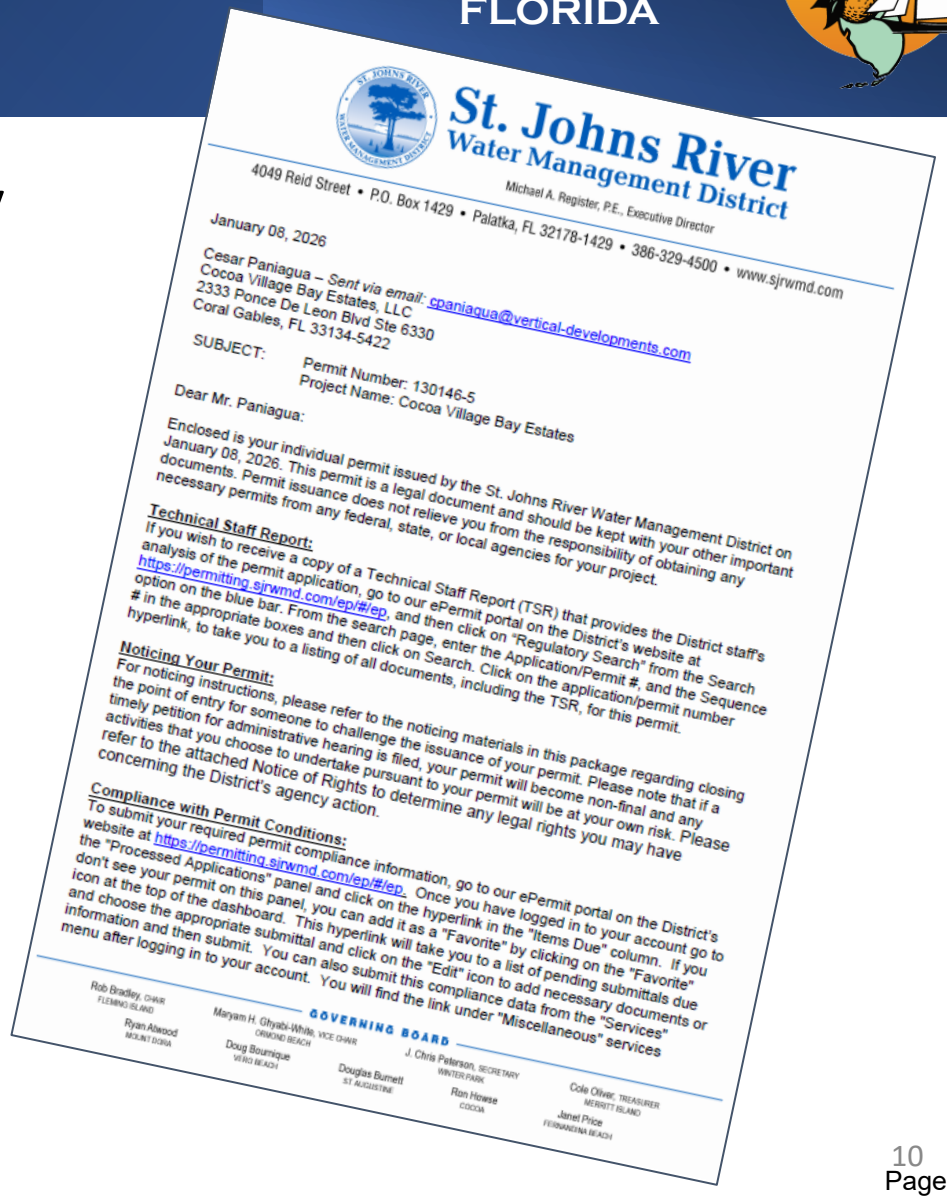


OPT #1
EAST ELEVATION

Wetlands

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- Environmental Resource Permit approved by SJRWMD
- 2.92 acres of preserved wetlands
- 2.59 acres of impacted wetlands
- Mitigation includes onsite preservation + mitigation bank credits



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

January 08, 2026

Cesar Paniagua – *Sent via email:* cpaniagua@vertical-developments.com
Cocoa Village Bay Estates, LLC
2333 Ponce De Leon Blvd Ste 6330
Coral Gables, FL 33134-5422

SUBJECT:
Permit Number: 130146-5
Project Name: Cocoa Village Bay Estates

Dear Mr. Paniagua:

Enclosed is your individual permit issued by the St. Johns River Water Management District on January 08, 2026. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:
If you wish to receive a copy of a Technical Staff Report (TSR) that provides the District staff's analysis of the permit application, go to our ePermit portal on the District's website at https://permitting.sjrwmd.com/ep/#/ep, and then click on "Regulatory Search" from the Search option on the blue bar. From the search page, enter the Application/Permit #, and the Sequence # in the appropriate boxes and then click on Search. Click on the application/permit number hyperlink, to take you to a listing of all documents, including the TSR, for this permit.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

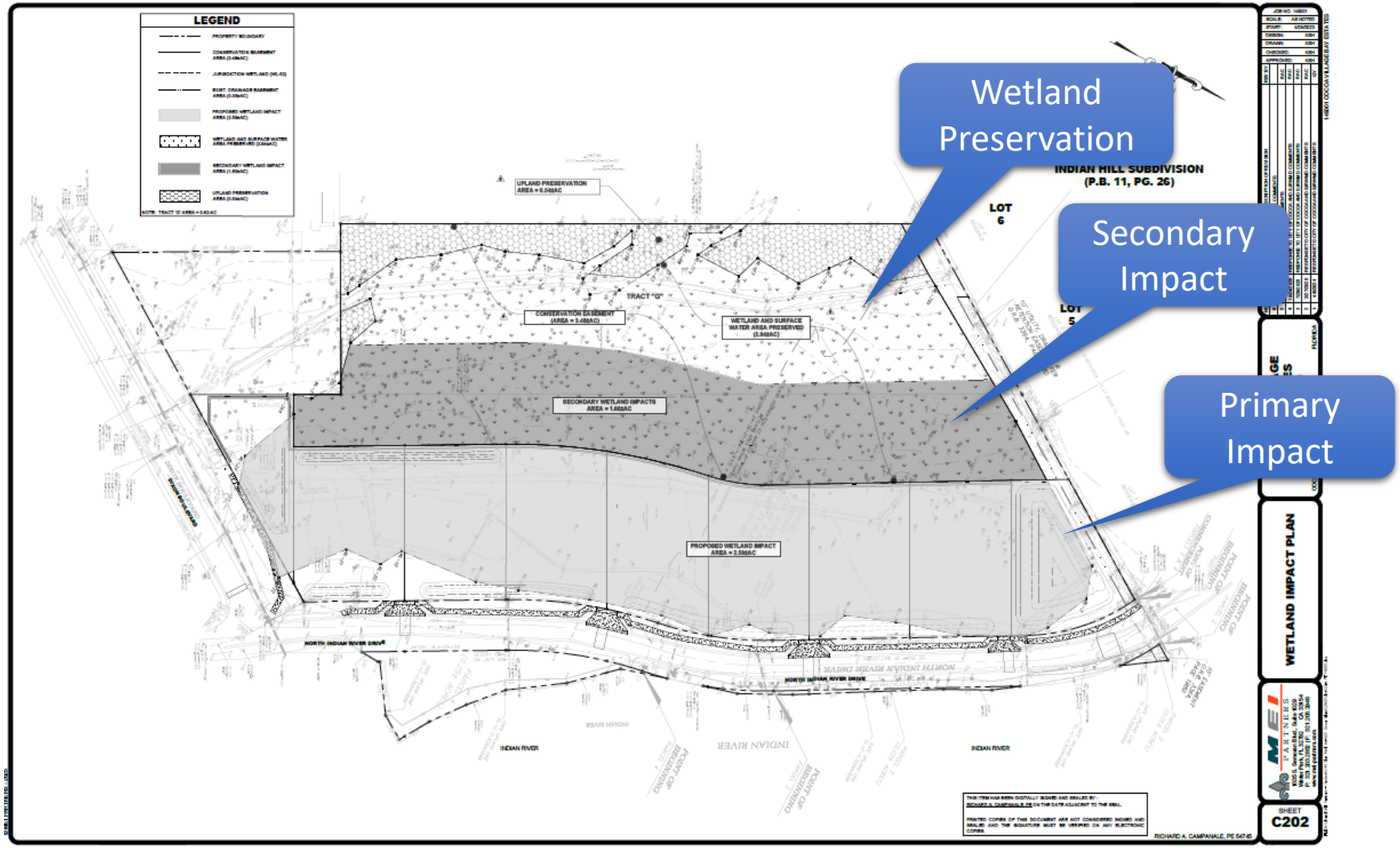
Compliance with Permit Conditions:
To submit your required permit compliance information, go to our ePermit portal on the District's website at https://permitting.sjrwmd.com/ep/#/ep. Once you have logged in to your account go to the "Processed Applications" panel and click on the hyperlink in the "Items Due" column. If you don't see your permit on this panel, you can add it as a "Favorite" by clicking on the "Favorite" icon at the top of the dashboard. This hyperlink will take you to a list of pending submittals due and choose the appropriate submittal and click on the "Edit" icon to add necessary documents or information and then submit. You can also submit this compliance data from the "Services" menu after logging in to your account. You will find the link under "Miscellaneous" services

GOVERNING BOARD

Rob Bradley, CHAIR, FLEMING ISLAND
Maryam H. Ghyabi-White, VICE CHAIR, ORMOND BEACH
J. Chris Peterson, SECRETARY, WINTER PARK
Cole Oliver, TREASURER, MERRITT ISLAND
Ryan Atwood, MOUNT DORA
Doug Bournique, VERO BEACH
Douglas Burnett, ST. AUGUSTINE
Ron Howse, COCOA
Janet Price, FERNANDINA BEACH

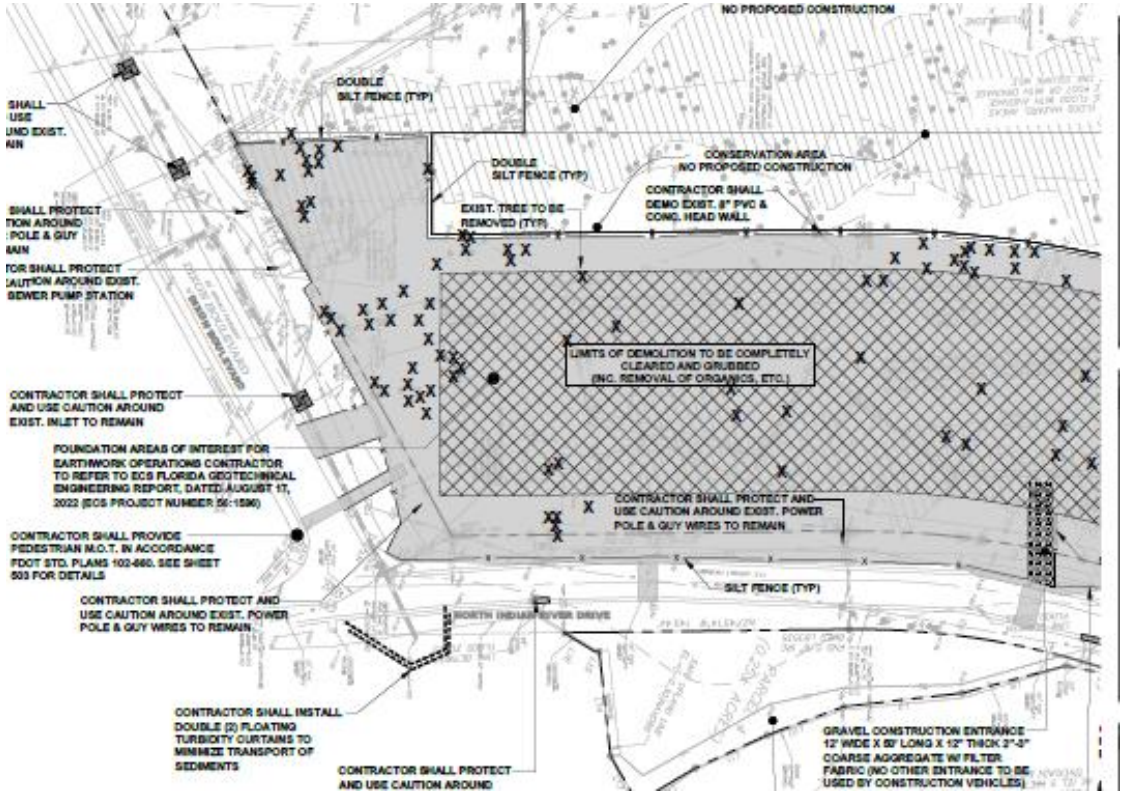
Wetland Impact Plan

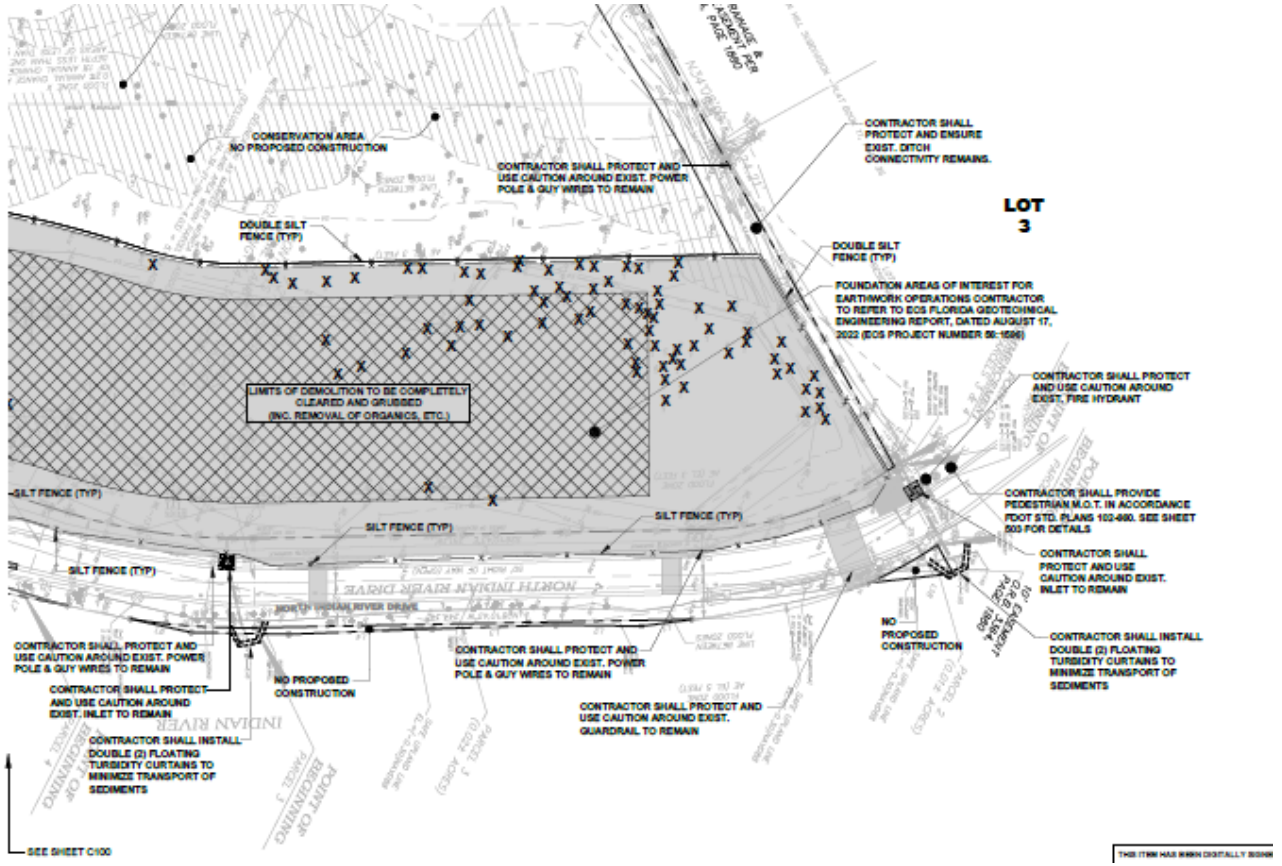
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Tree Mitigation

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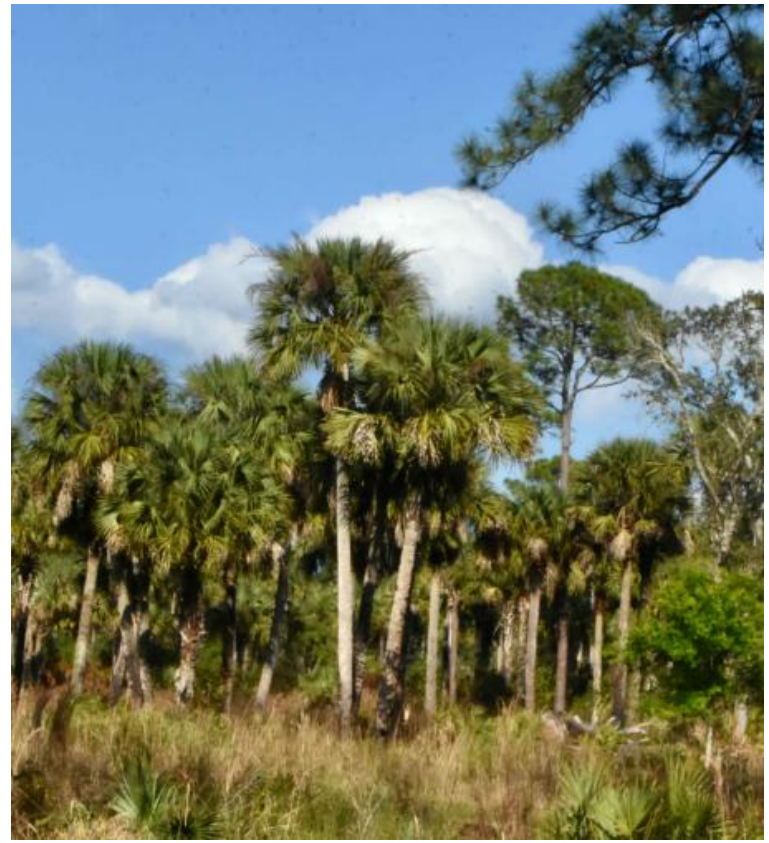




Tree Mitigation

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- Proposing removal of 207 trees within development footprint
- 678 inches total tree mitigation required
  - On-site tree replanting of 171 inches
  - Tree Mitigation Payment of $50,700



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Drainage/Floodplain Management Overview

Stormwater Management & Water Quality

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- Project permitted through SJRWMD; stormwater system was redesigned to meet enhanced criteria for discharge to the Indian River.
- Design accommodates off-site flows, such that off-site flood elevations are not impacted.
- Design also provides 50% additional treatment volume and nutrient reduction, which is required for discharge into a Class II waterbody (Indian River Lagoon).
- Stormwater Management Facilities (SMFs) include:
  - Dry retention (SMF-1) with biosorption activated media filter and underdrain system
  - Wet detention (SMF-2) with littoral vegetation and biosorption activated media filter
- Overall system ensures no adverse impact to water quality and compliance with SJRWMD and City standards.

Geotechnical Conditions and Groundwater Considerations

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- Site is characterized by shallow groundwater, observed approximately 0.6–1.0 ft below ground surface, with seasonal highs near or at grade.
- Groundwater may rise above existing grade during heavy rain events, typical of coastal conditions.
- Site grading and stormwater infrastructure are designed to improve both surface and subsurface drainage.
- Based on available public St Johns Water District/FDEP data sources, there is no clearly documented, mapped artesian well(s) record tied directly to this area. The recent survey performed by Indian River Survey, Inc. did not locate artesian wells on the neighboring parcel.
- Construction recommendations include:
  - Temporary groundwater control during construction
  - Controlled fill placement and settlement monitoring where needed
  - Use of appropriate structural fill and slab drainage systems

Existing Conditions Background



- In 2005, SJRWMD approved retrofit of borrow pit to a regional stormwater pond.
- Project included construction of the north stormwater pond for the US Hwy 1 expansion.
- The regional stormwater facility was constructed in accordance with approved plans.
- The area to the north and these SMFs outfall to the west and flow south via a natural channel south under Dixon to Bracco Stormwater Facility where drainage is discharged through a 72” outfall pipe to the river.
- No evidence in the design that would support it creating drainage issues along IRD.
- No evidence groundwater is migrating to the project area.

Stormwater Division 10-Year Work Plan

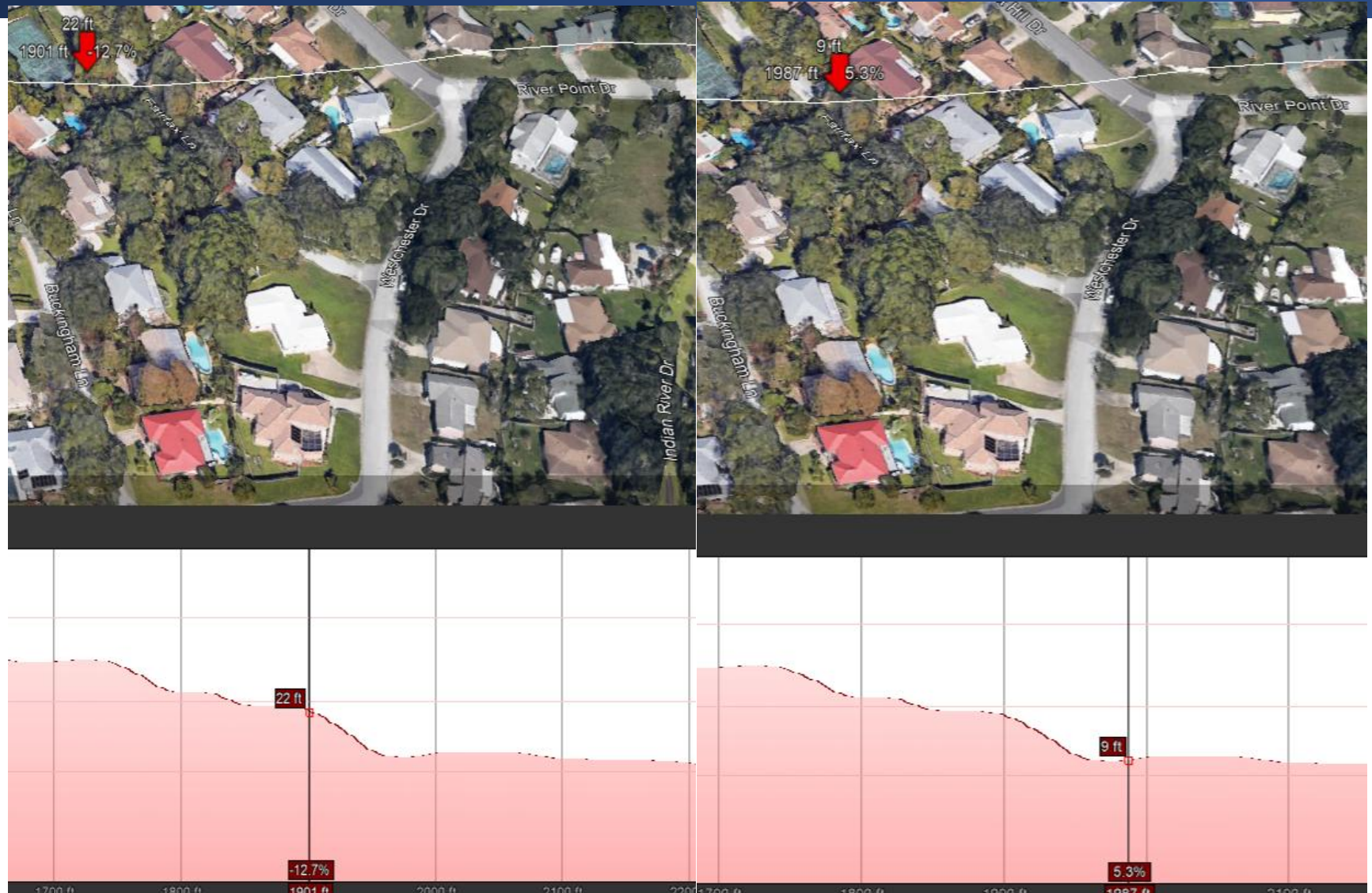
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- Locations of groundwater issues west of US 1 are well known and understood by our Department.
- The Indian Hill Subdivision area has a significant elevation drop, which naturally results in groundwater seepage, especially during high water table conditions. (See next slides.)
- Same conditions exist in another part of the City, specifically High Point, where similar topography led to groundwater discharge—unrelated to any specific development.
- Other areas between these two locations have a gradual gradient topography.
- In 2020, PW completed a City SW Work Plan Project. It expanded an existing underdrain system in order to further lower the groundwater table and improve the standing water conditions.
- In 2022, the Stormwater Division installed a similar underdrain system along Indian Circle.
- The City has completed limited scope projects, on city R/W only, to mitigate these issues.
- Similar topo and expect same groundwater issues; Providing solutions similar to what City has done in the area.
- Hypothetically, if groundwater is migrating to project site, project design takes into account existing condition

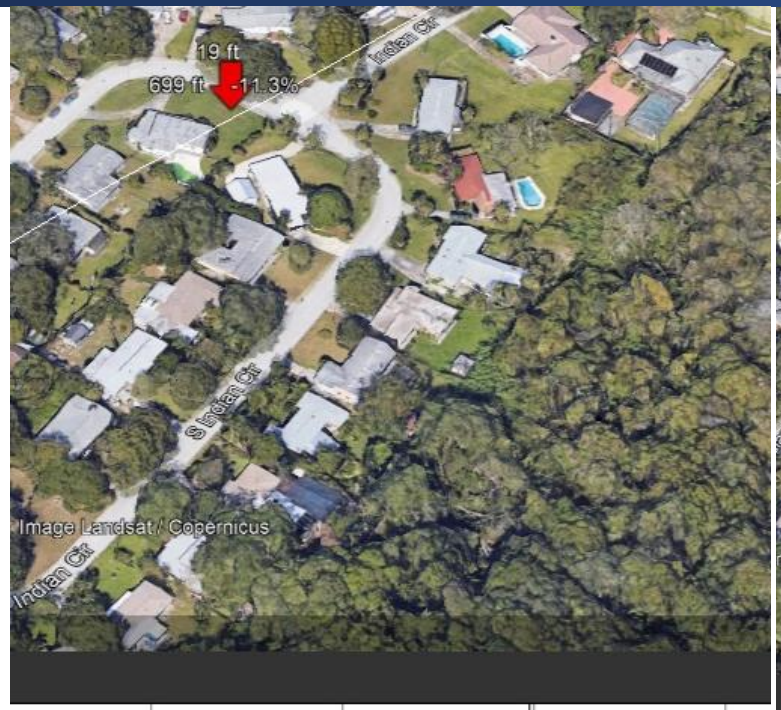
High Point

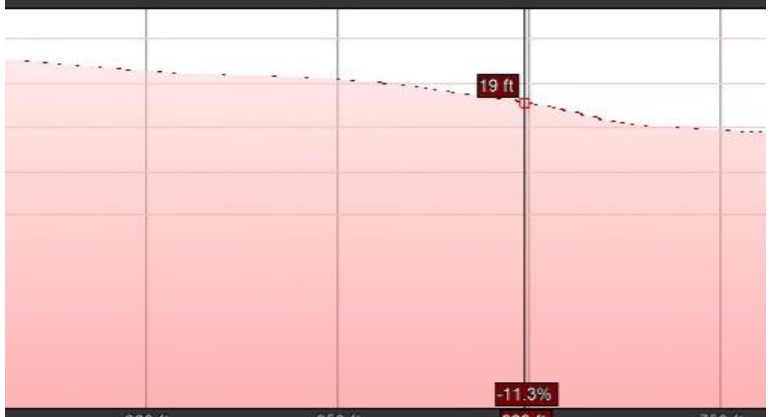
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Indian Circle Subdivision

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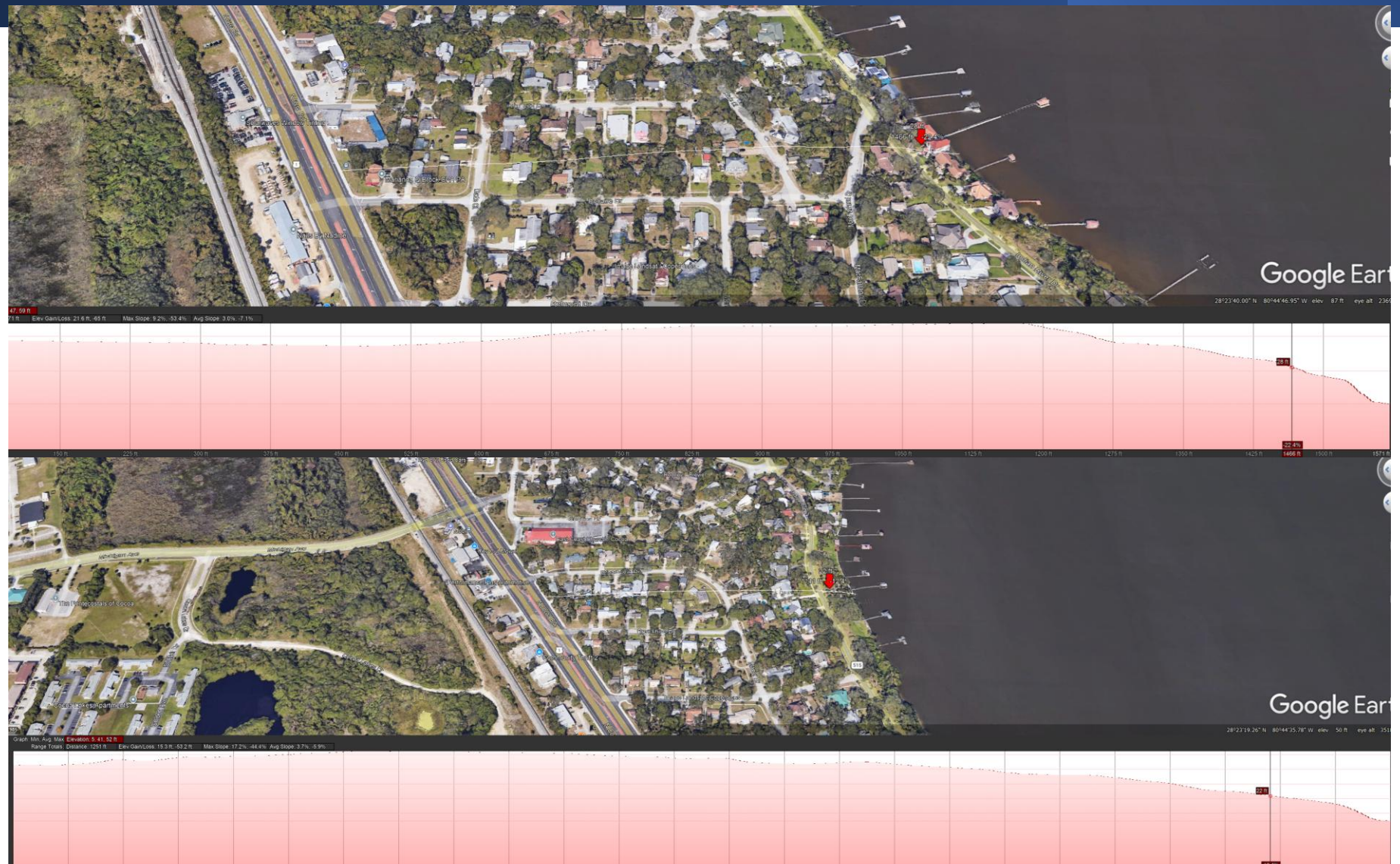






Other Elevation Profiles along IRD

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Floodplain Management

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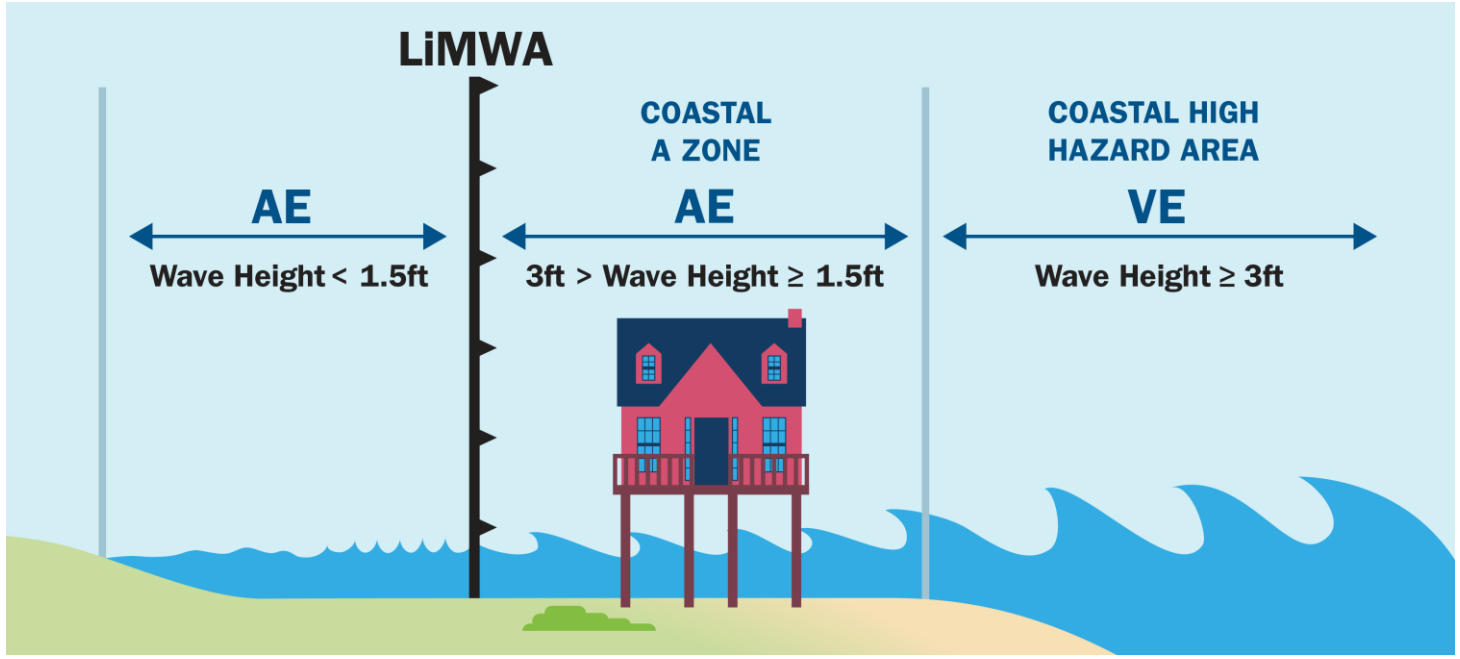
- Floodplain review by Geosyntec Consultants
- FEMA Zone AE – Coastal Floodplain (Indian River Lagoon)
- Proposed Finished Floor Elevations > 1 foot above the Base Flood Elevation (BFE)



Source: FEMA National Flood Hazard Layer (NFHL) Viewer

Floodplain Management

- The project would not alter the impacts from storm surge waves at other sites
- Negligible change to flood storage in Indian River Lagoon
- No anticipated adverse offsite flood impacts



Source: FEMA.gov "Features of Flood Insurance Rate Maps in Coastal Areas"
Limit of Moderate Wave Action (LiMWA)

Comprehensive Plan Consistency

Future Land Use Element

- **Policy 1.1.2.2: Very Low Density Residential – 4 du/acre**

- **Policy 1.1.2.3: Low Density Residential – 7 du/acre**

Comprehensive Plan Consistency

Coastal Management Element

- **Objective 9.1.1: Coastal Planning Area**
- **Objective 9.1.6: Public Access to the Lagoon**
- **Objective 9.2.1: Coastal High Hazard Area**
- **Objective 9.2.2: Protection from Flooding, Storm Surge & Related Impacts**

Comprehensive Plan Consistency

Conservation Element

- **Policy 12.1.6.4: Preserve Natural Function of Floodplain**
- **Policy 12.1.6.15: Minimize Impacts to Wetlands**
- **Policy 12.1.6.10: Incorporation of Native Vegetation**
- **Policy 12.1.9: Floodplain Management**
- **Policy 12.1.9.1: Compliance with the National Flood Insurance Program**
- **Policy 12.1.9.2: Floodplain Preservation**
- **Policy 12.1.9.3: Integration of Wetlands into Surface Water Management**

Staff Recommendation

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- Staff recommends that the Planning & Zoning Board recommend **APPROVAL** to City Council of the Large-Scale Site Plan and the Preliminary Plat for Cocoa Village Bay Estates. The proposed Site Plan and Preliminary Plat review has determined that the application generally meets the minimum requirements of all applicable City Code requirements and is Consistent with Appendix A, Article XIII, Section 1(D).

Staff Recommendation

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- Staff recommends that the Planning & Zoning Board recommend **APPROVAL** to City Council of the Large-Scale Site Plan and the Preliminary Plat for Cocoa Village Bay Estates. The proposed Site Plan and Preliminary Plat review has determined that the application generally meets the minimum requirements of all applicable City Code requirements and is Consistent with Appendix A, Article XIII, Section 1(D).

- The Planning & Zoning Board unanimously recommended **APPROVAL** of the request at their April 1, 2026 meeting.

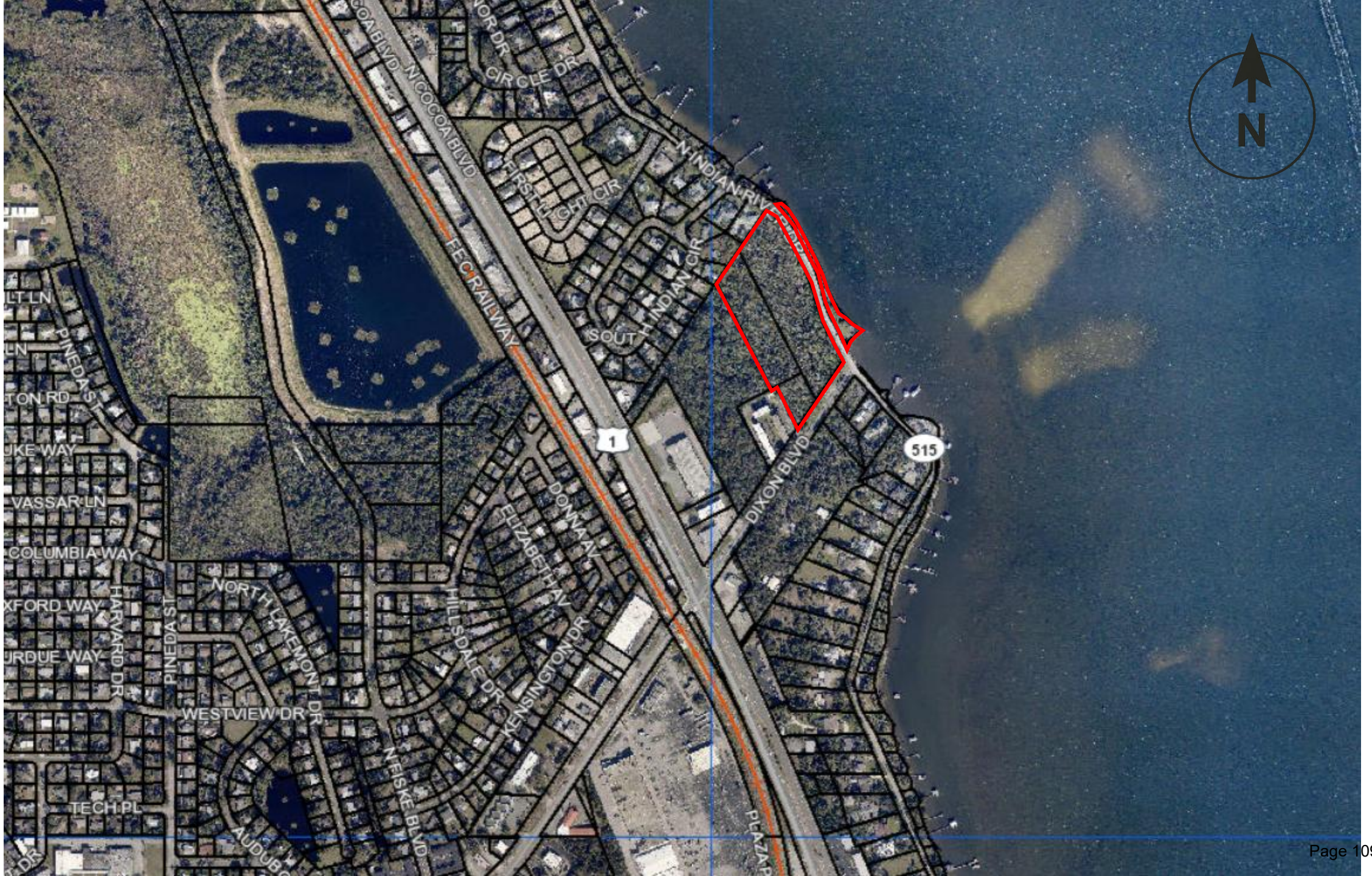
Cocoa Village Bay Estates

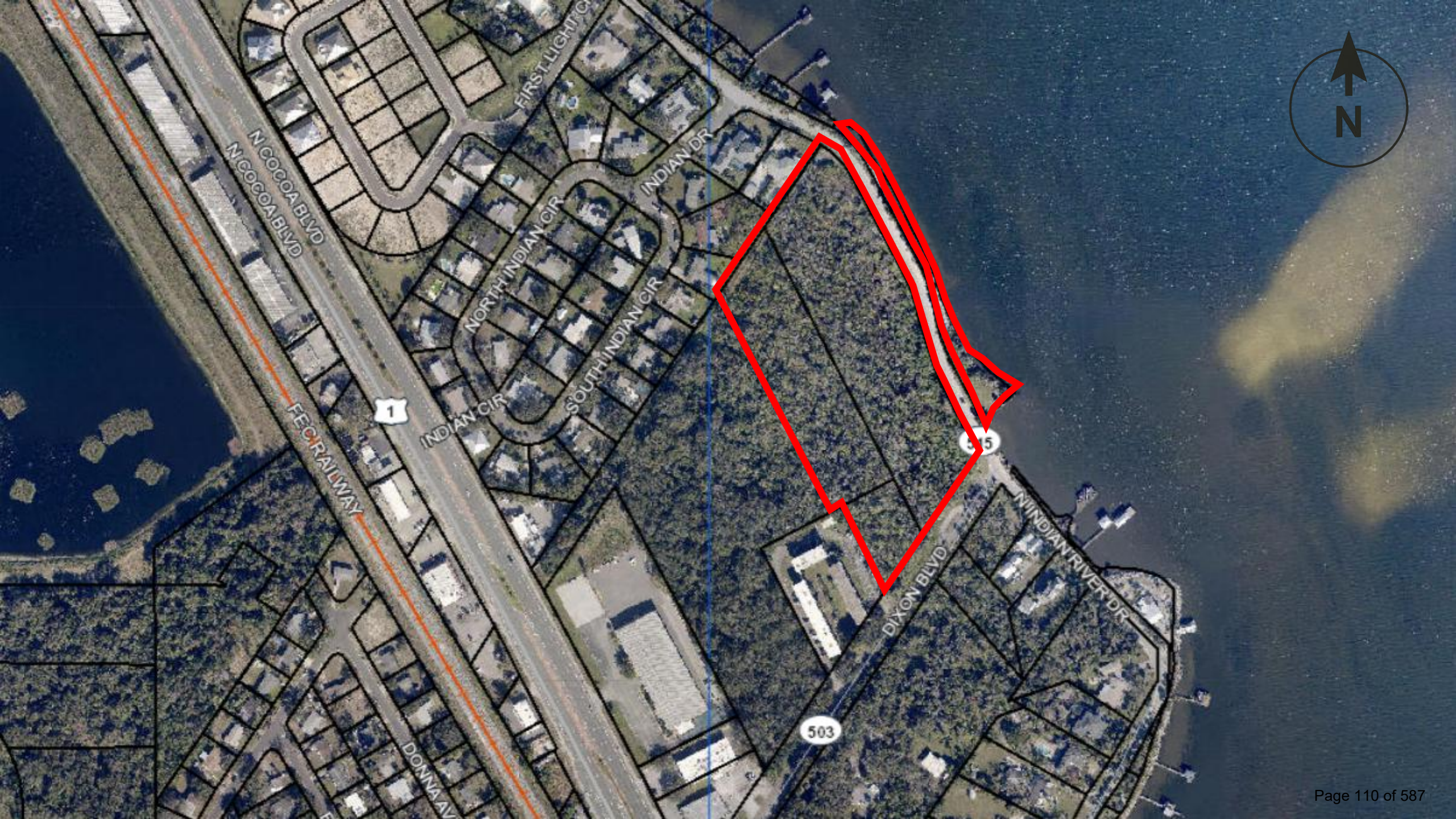
7 Lot Single-Family Preliminary Plat and Site Plan

April 14, 2026

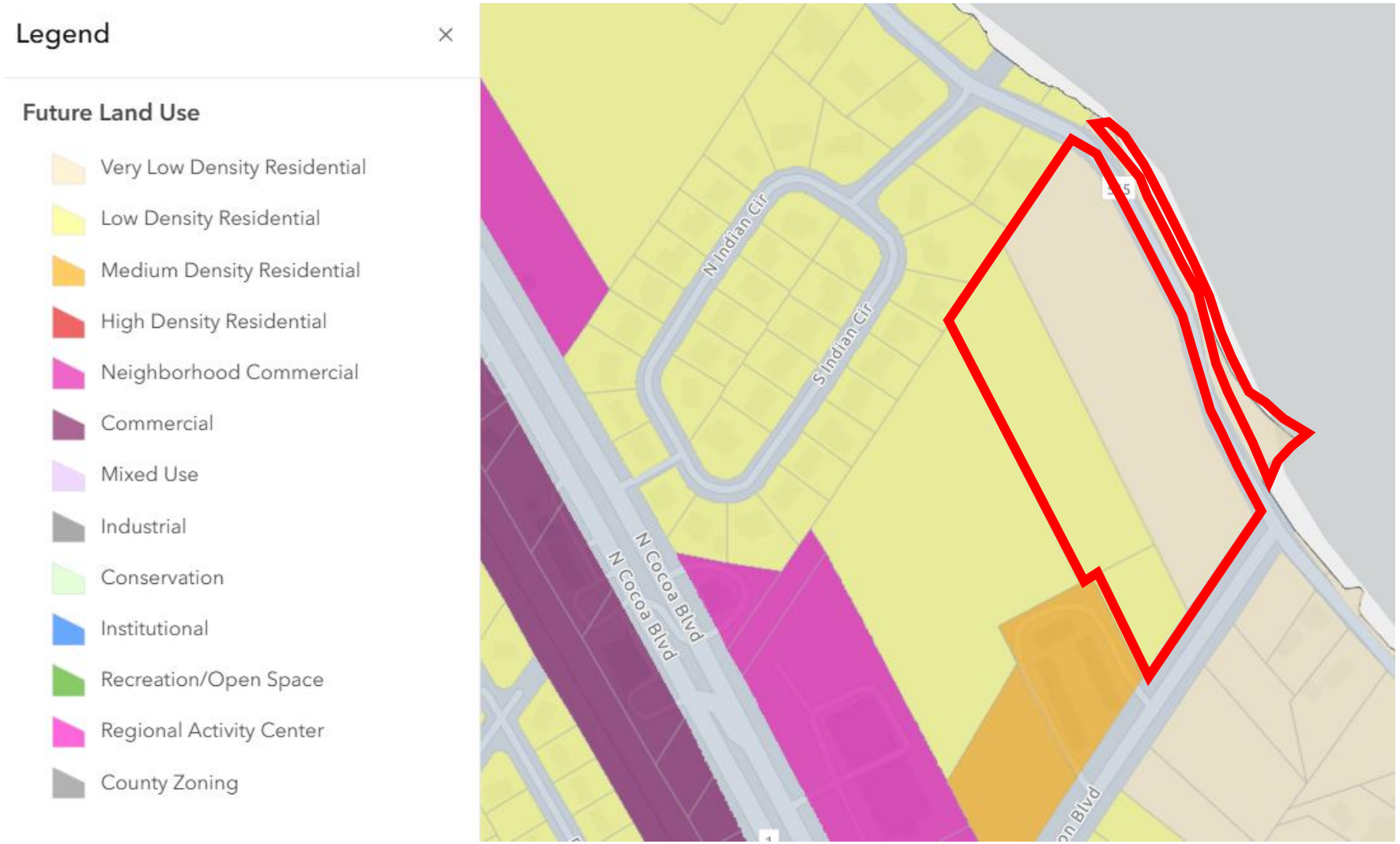
City Council



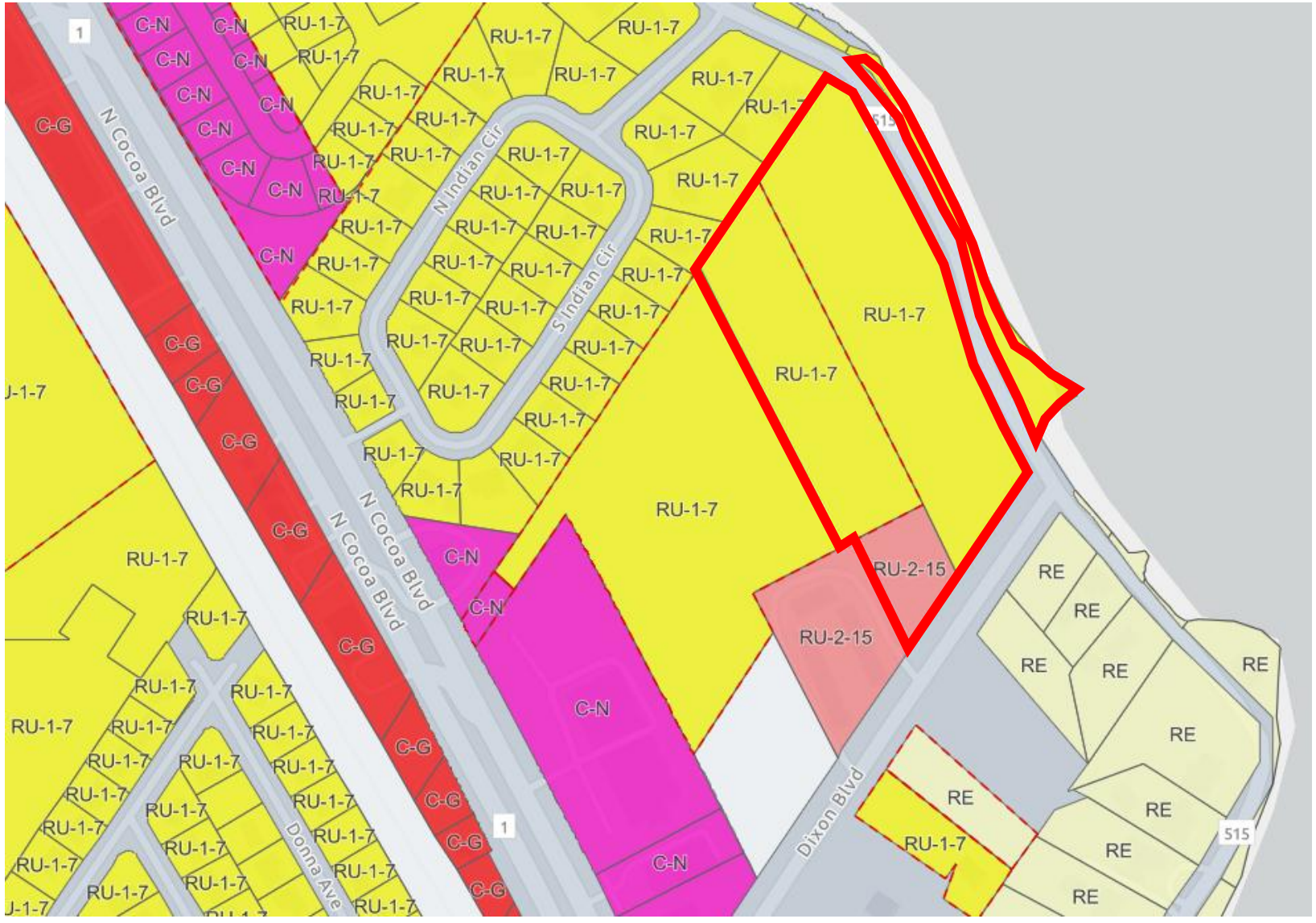

N
N COCOA BLVD
FEC RAILWAY
CIRCLE DR
N INDIAN CIR
N INDIAN RIVER DR
1
515
DIXON BLVD
DONNA AV
ELIZABETH AV
KENSINGTON DR
HILLSDALE DR
NORTH LAKEMONT DR
WESTVIEW DR
HARVARD DR
PINE DA ST
N FISKE BLVD
TECH PL
COLUMBIA WAY
VASSAR LN
TON RD

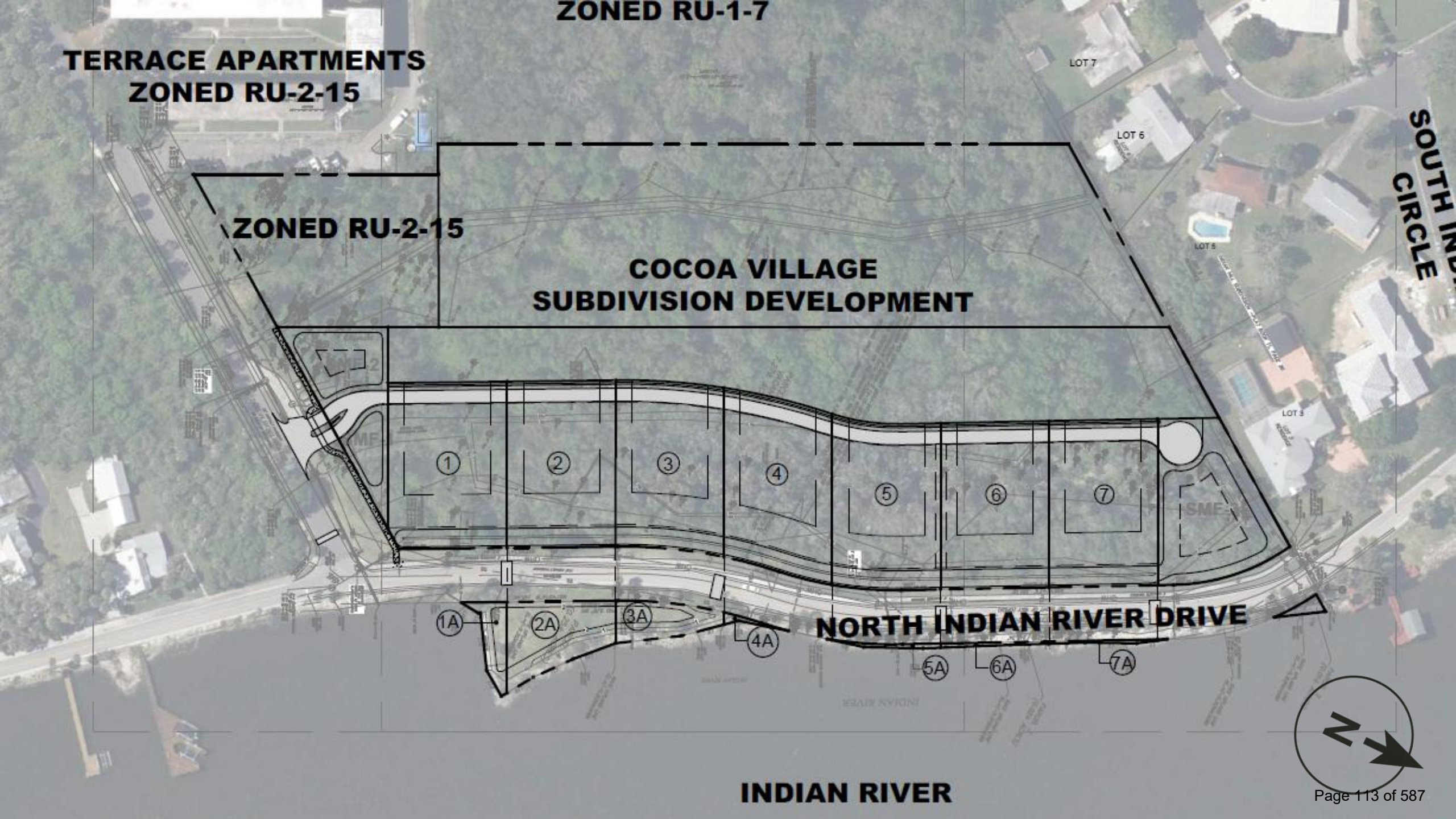

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FIRST LIGHT CT
N COCOA BLVD
N COCOA BLVD
INDIAN DR
NORTH INDIAN CIR
SOUTH INDIAN CIR
INDIAN CIR
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FEC RAILWAY
515
N INDIAN RIVER DR
DIXON BLVD
503
DONNA AV

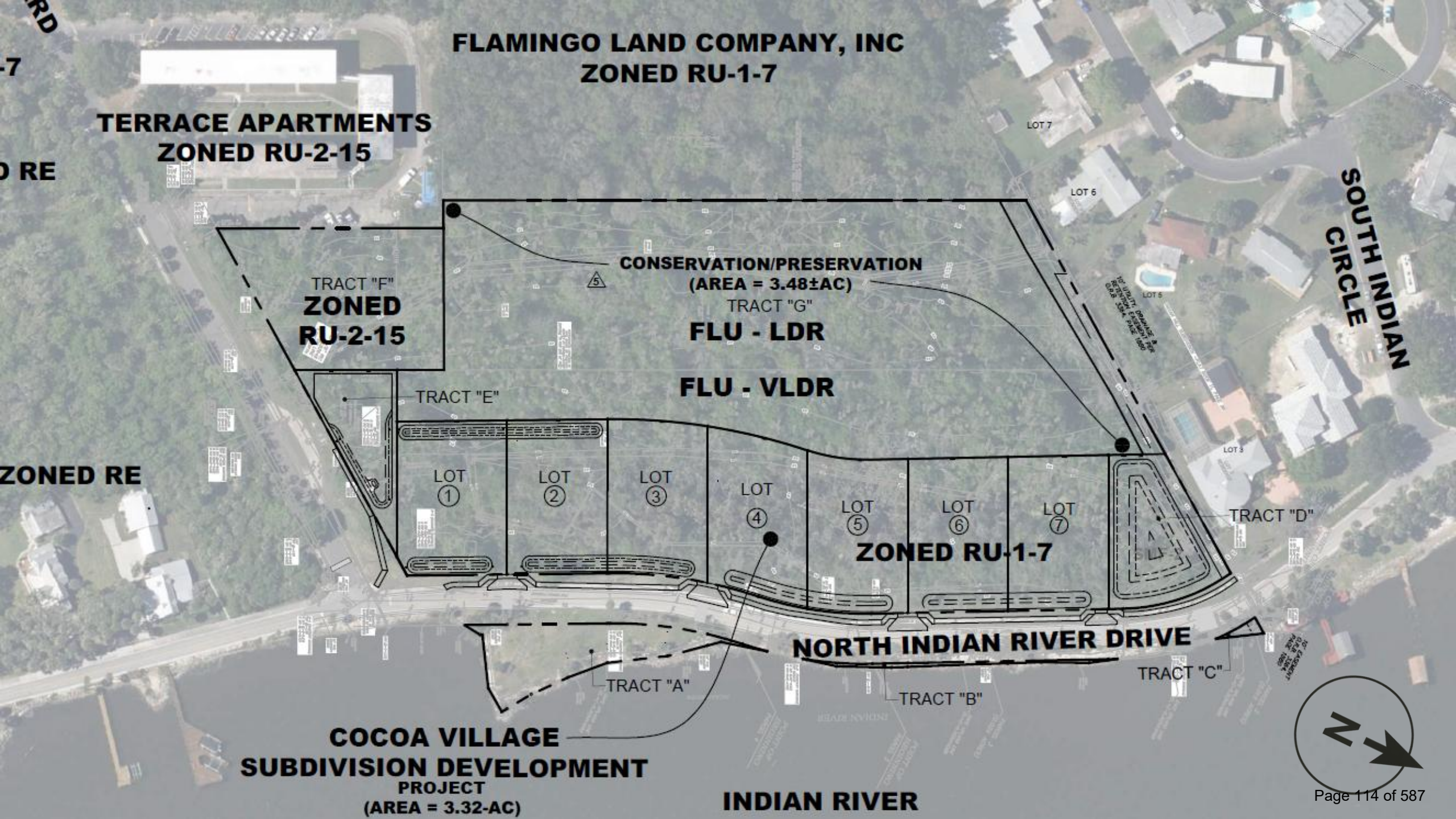
Future Land Use

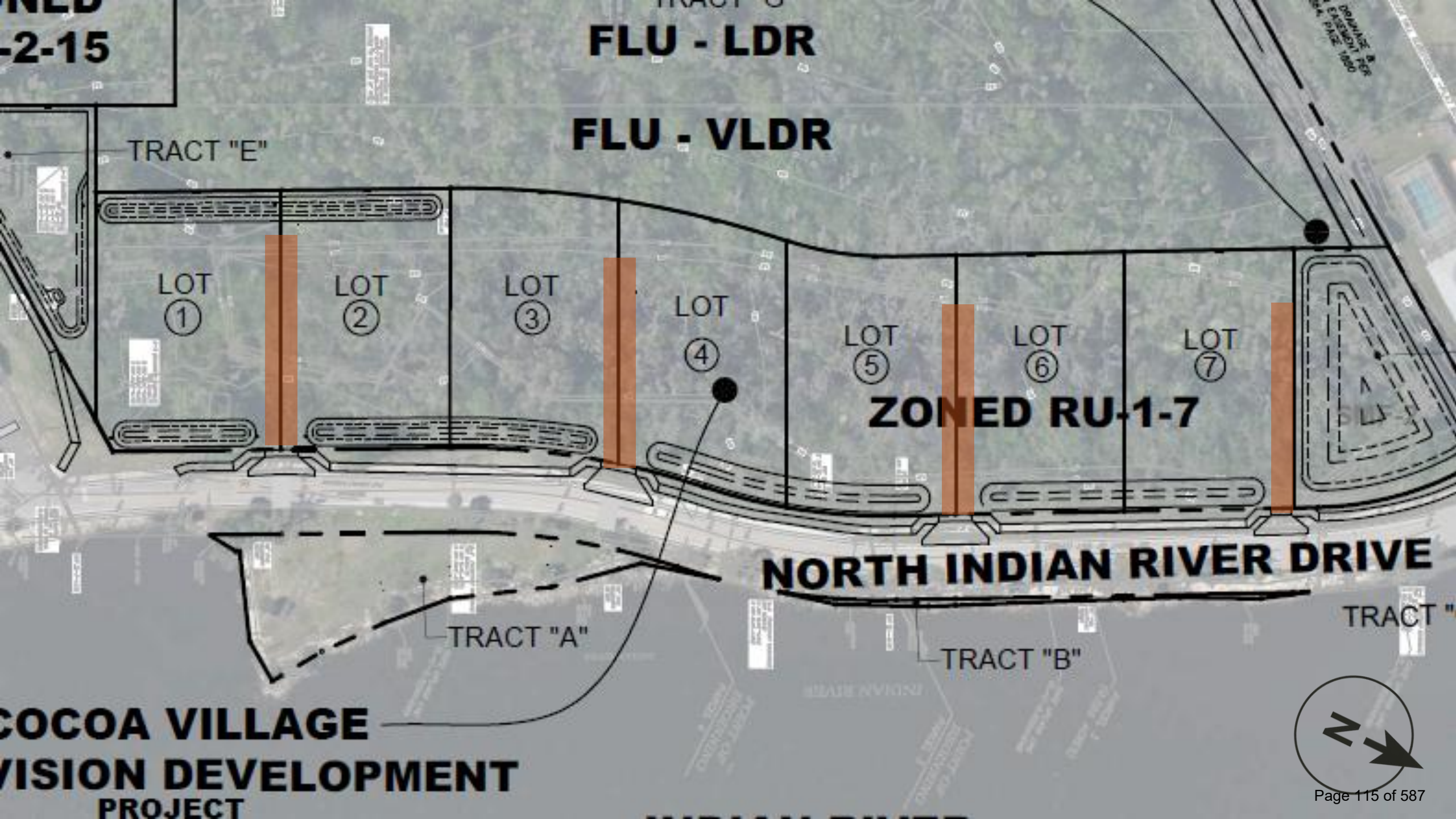


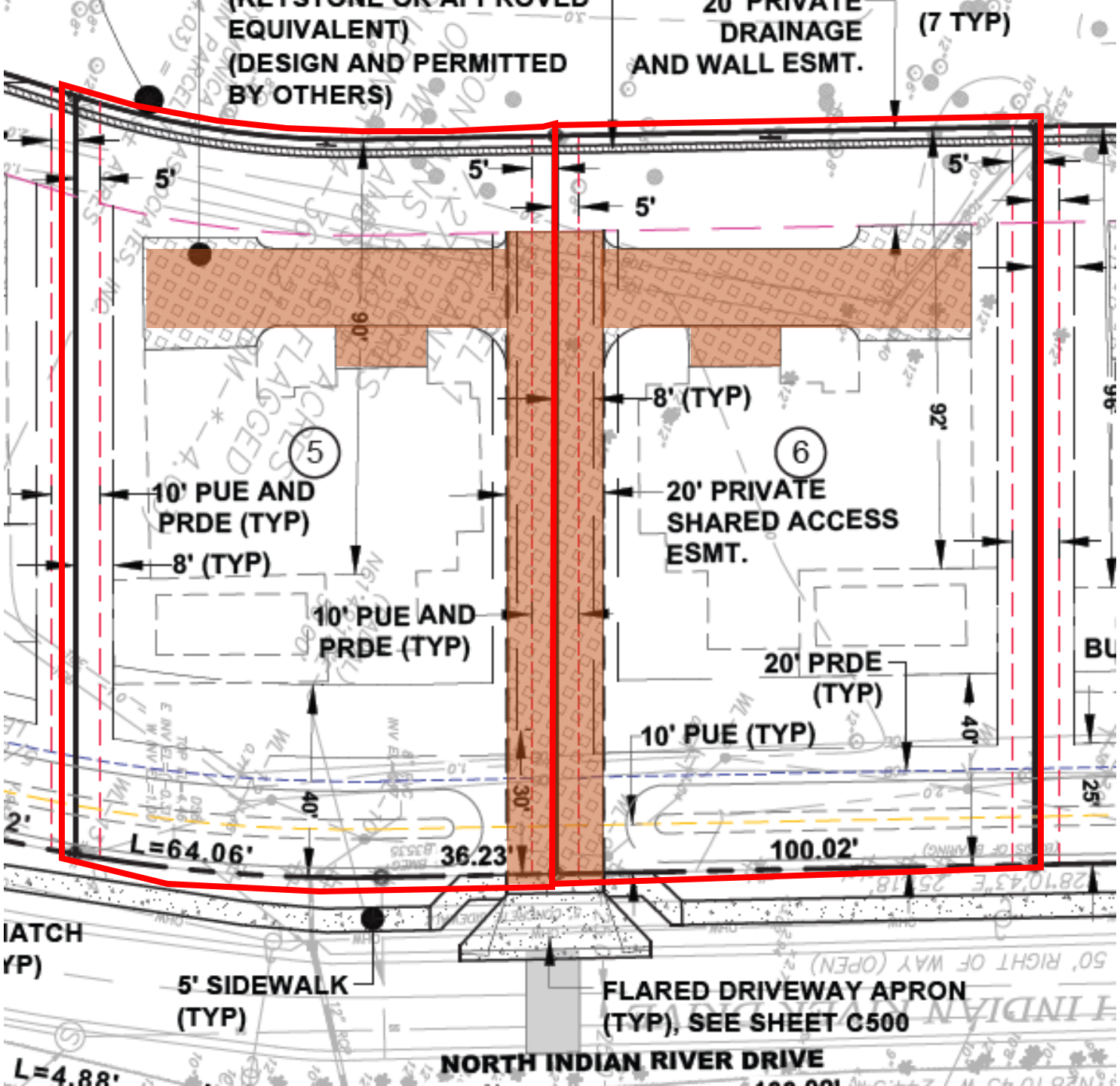
Zoning


N Cocoa Blvd
S Indian Cir
N Indian Cir
Donna Ave
Dixon Blvd
C-G
C-N
RU-1-7
RU-2-15
RE
1
515

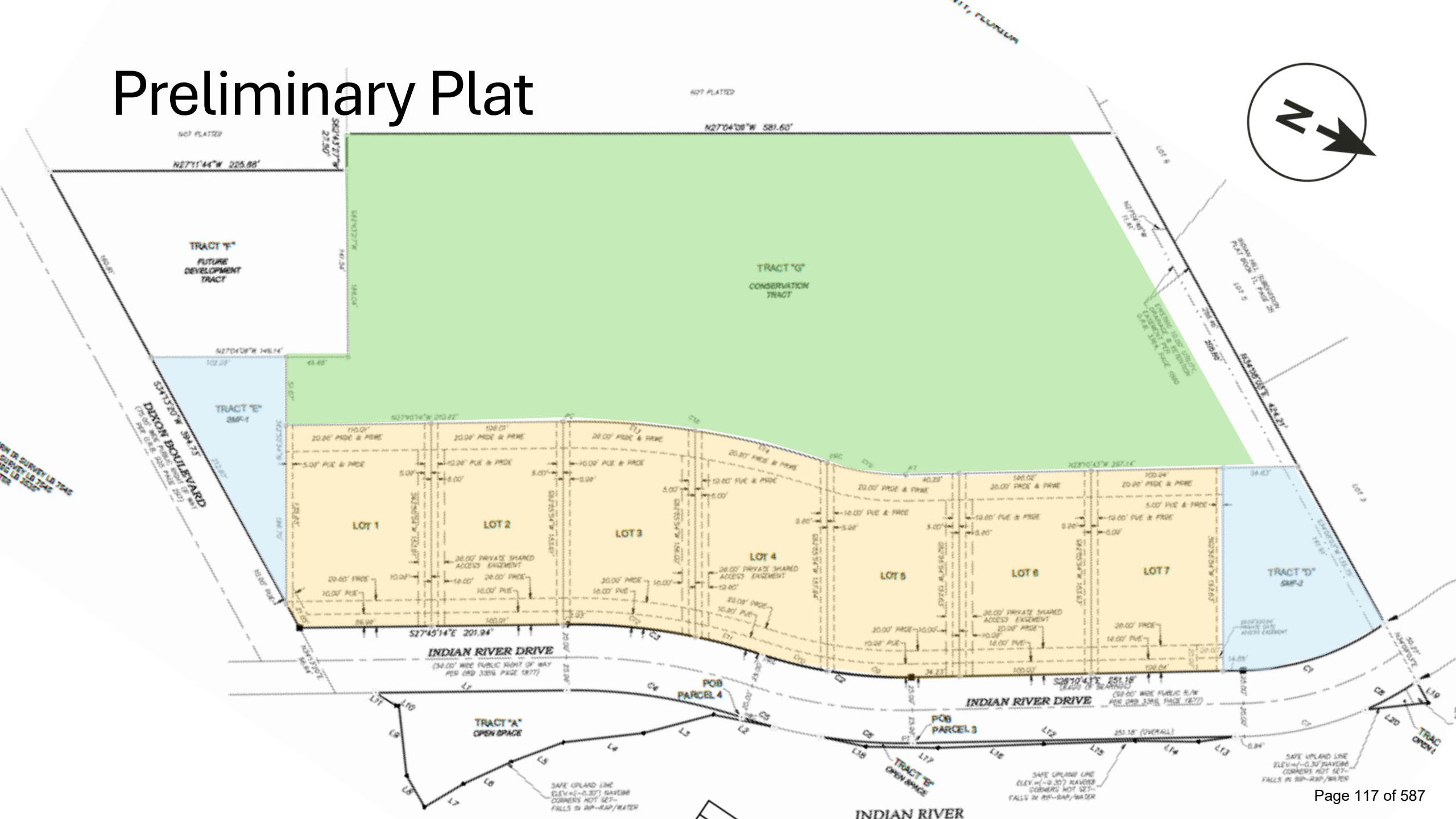

ZONED RU-1-7
TERRACE APARTMENTS
ZONED RU-2-15
ZONED RU-2-15
COCOA VILLAGE
SUBDIVISION DEVELOPMENT
SOUTH IND
CIRCLE
LOT 7
LOT 6
LOT 5
LOT 3
1
2
3
4
5
6
7
1A
2A
3A
4A
5A
6A
7A
NORTH INDIAN RIVER DRIVE
INDIAN RIVER
N


FLAMINGO LAND COMPANY, INC
ZONED RU-1-7
TERRACE APARTMENTS
ZONED RU-2-15
SOUTH INDIAN CIRCLE
LOT 7
LOT 6
LOT 5
LOT 3
CONSERVATION/PRESERVATION
(AREA = 3.48±AC)
5
TRACT "F"
ZONED
RU-2-15
TRACT "G"
FLU - LDR
FLU - VLDR
TRACT "E"
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
ZONED RU-1-7
TRACT "D"
NORTH INDIAN RIVER DRIVE
TRACT "A"
TRACT "B"
TRACT "C"
COCOA VILLAGE
SUBDIVISION DEVELOPMENT
PROJECT
(AREA = 3.32-AC)
INDIAN RIVER
N

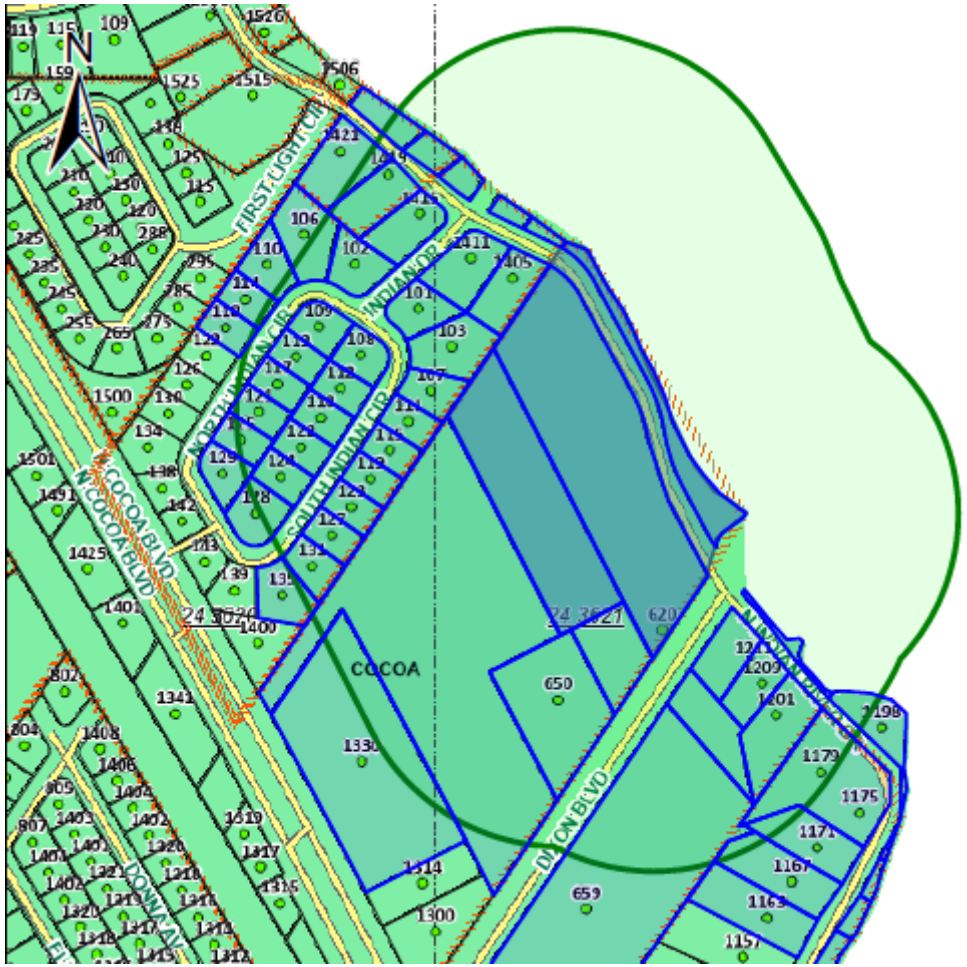

-2-15
FLU - LDR
FLU - VLDR
TRACT "E"
LOT ①
LOT ②
LOT ③
LOT ④
LOT ⑤
LOT ⑥
LOT ⑦
ZONED RU-1-7
NORTH INDIAN RIVER DRIVE
TRACT "A"
TRACT "B"
TRACT "
COCOA VILLAGE
VISION DEVELOPMENT
PROJECT
N


(KEYSTONE OR APPROVED EQUIVALENT)
(DESIGN AND PERMITTED BY OTHERS)
20' PRIVATE DRAINAGE AND WALL ESMT.
(7 TYP)
5'
5'
5'
5'
8' (TYP)
5
6
10' PUE AND PRDE (TYP)
8' (TYP)
20' PRIVATE SHARED ACCESS ESMT.
10' PUE AND PRDE (TYP)
20' PRDE (TYP)
10' PUE (TYP)
40'
30'
40'
L=64.06'
36.23'
100.02'
92'
96'
25'
5' SIDEWALK (TYP)
FLARED DRIVEWAY APRON (TYP), SEE SHEET C500
NORTH INDIAN RIVER DRIVE
L=4.88'

Preliminary Plat



Neighbor Outreach



Land Development Strategies, LLC
Land planning services for Everyone. Everywhere.

August 23, 2024

RE: Introduction to Cocoa Village Bay Estates Single-family Home Community

Dear Neighbor:

Our team is seeking approval from the City of Cocoa for a single-family subdivision on approximately 7.4 acres located north of Dixon Boulevard and west of Indian River Drive (tax accounts 3018781 and 2416865). See location map below.

Utilizing the existing RU-1-7 single-family residential zoning district, we are seeking approval to create seven (7) single-family residential lots along Indian River Drive, similar in size to the existing residential lots to the north in the Indian Hill Subdivision. An excerpt of the plans is shown on page 2.

- The west portion of the property will be placed in a **conservation/preservation tract**.
- The east portion of the property would be subdivided into both **residential lots and stormwater tracts**. Rainfall on the residential lots will be collected by inlets and swales and conveyed to the stormwater tracts at the north and south ends of the property for treatment and attenuation in accordance with the regulations and permits issued by the City of Cocoa and the St. John's River Water Management District.
- The plans indicate shared driveways to reduce the number of access points to Indian River Drive.

Before moving forward with formal public hearings, we are reaching out to the neighboring properties to introduce the project and provide contact information for further discussion. Please reach out to me if you would like to discuss the project, obtain more detailed plans, ask questions, or voice a concern.

We hope to have useful dialogue and provide an understanding of the proposed community as we continue through review and move into the public hearing process for this request.

Feel free to contact me with questions at 612-710-9296 or via email at kelly.hyvonen@gmail.com. I am happy to answer your questions or connect you with a member of our team that is best suited for your specific inquiry.

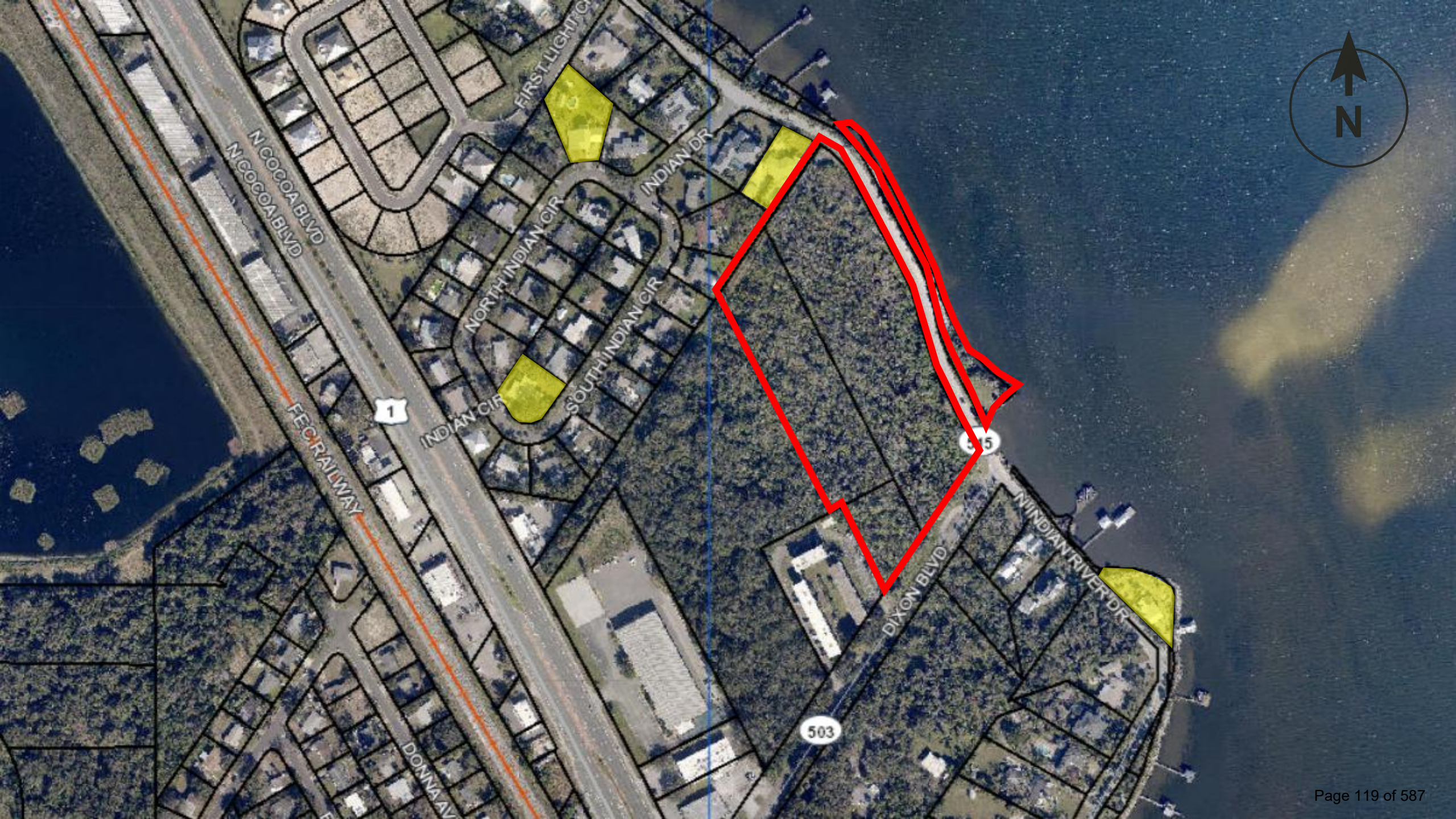
Best Regards,

Kelly Delmonico

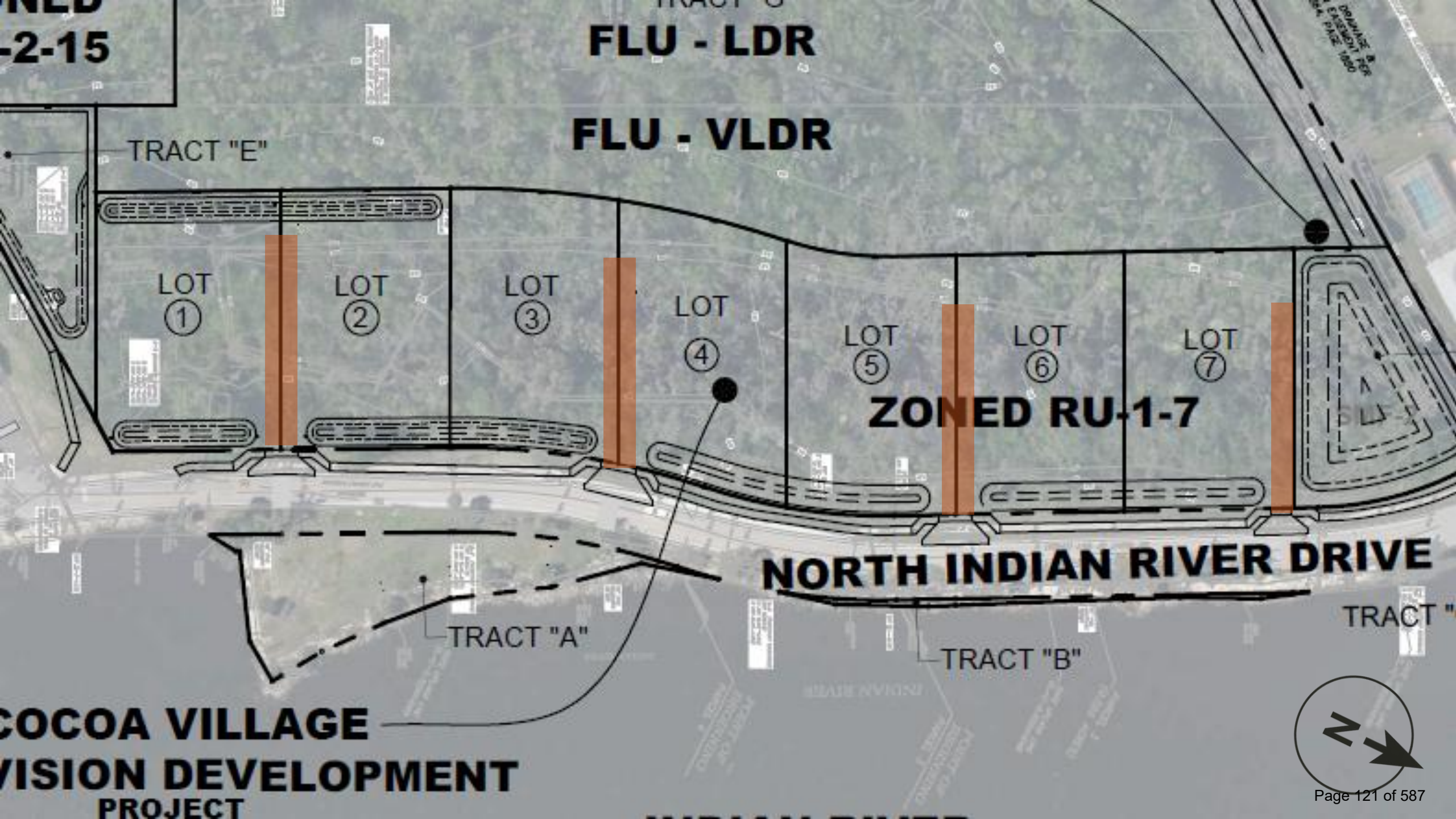
Kelly Hyvonen Delmonico, AICP
Principal Planner



Subject Property Location Map


N
N COCOA BLVD
N COCOA BLVD
FEC RAILWAY
1
INDIAN CIR
NORTH INDIAN CIR
SOUTH INDIAN CIR
INDIAN DR
FIRST LIGHT CI
515
DIXON BLVD
503
N INDIAN RIVER DR
DONNA AV


WETLAND AND SURFACE WATER AREA PRESERVED (2.94±AC)
SECONDARY WETLAND IMPACT AREA (1.60±AC)
UPLAND PRESERVATION AREA (0.54±AC)
NOTE: TRACT 'G' AREA = 3.62-AC
UPLAND PRESERVATION AREA = 0.54±AC
INDIAN HILL SUBDIVISION (P.B. 11, PG. 26)
LOT 6
LOT 5
LOT 3
TRACT "G"
CONSERVATION EASEMENT (AREA = 3.48±AC)
WETLAND AND SURFACE WATER AREA PRESERVED (2.94±AC)
SECONDARY WETLAND IMPACTS AREA = 1.60±AC
PROPOSED WETLAND IMPACT AREA = 2.59±AC
10' UTILITY, DRAINAGE & RETENTION EASEMENT O.R.B. 3364, PAGE 1980
DIXON BOULEVARD
NORTH INDIAN RIVER DRIVE
INDIAN RIVER


-2-15
FLU - LDR
FLU - VLDR
TRACT "E"
LOT ①
LOT ②
LOT ③
LOT ④
LOT ⑤
LOT ⑥
LOT ⑦
ZONED RU-1-7
NORTH INDIAN RIVER DRIVE
TRACT "A"
TRACT "B"
TRACT "
COCOA VILLAGE
VISION DEVELOPMENT
PROJECT
N

Outside Agency Permitting

St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

January 08, 2026

Cesar Paniagua – *Sent via email:* cpaniagua@vertical-developments.com
Cocoa Village Bay Estates, LLC
2333 Ponce De Leon Blvd Ste 6330
Coral Gables, FL 33134-5422

SUBJECT: Permit Number: 130146-5
Project Name: Cocoa Village Bay Estates

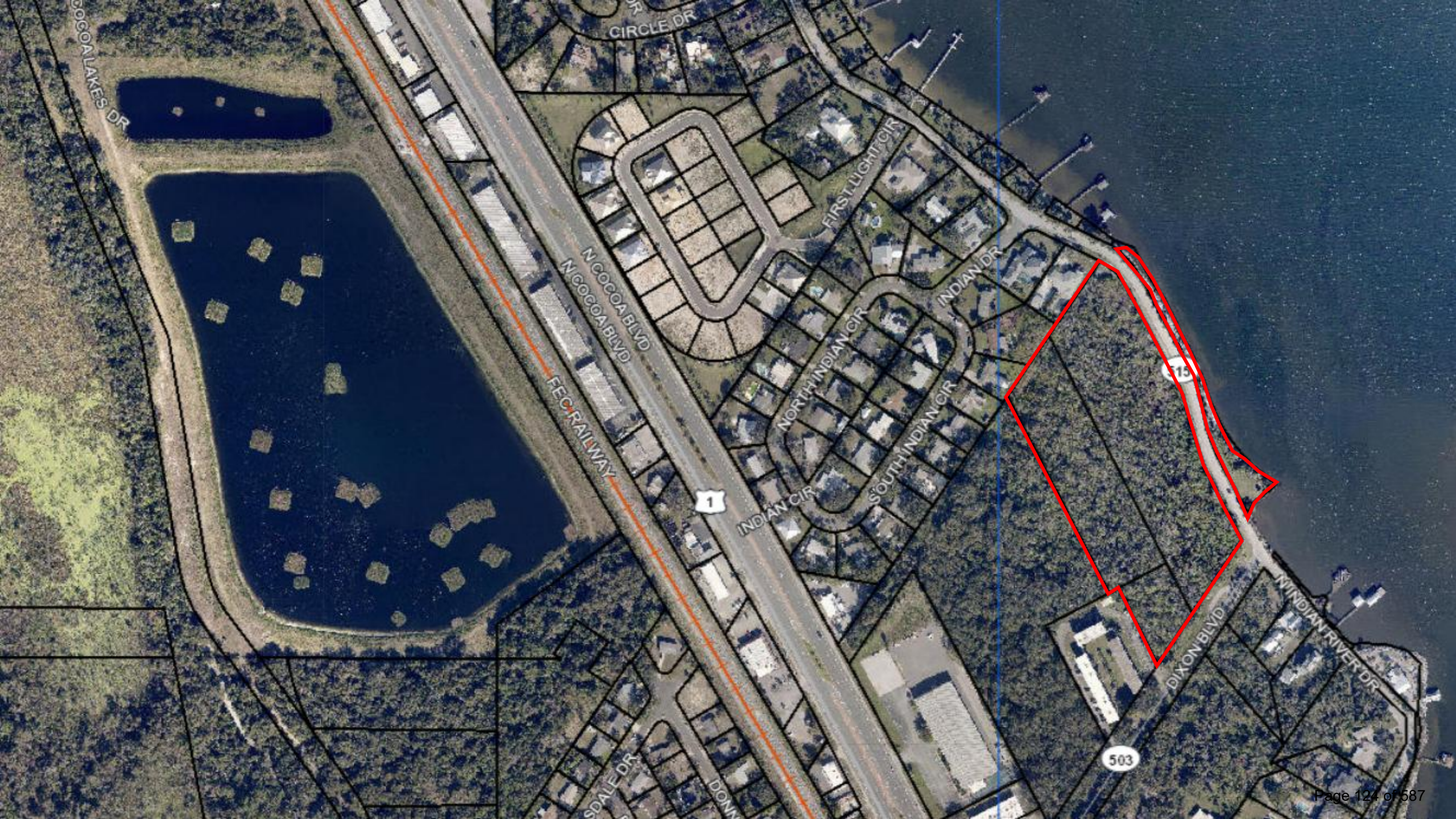
Dear Mr. Paniagua:

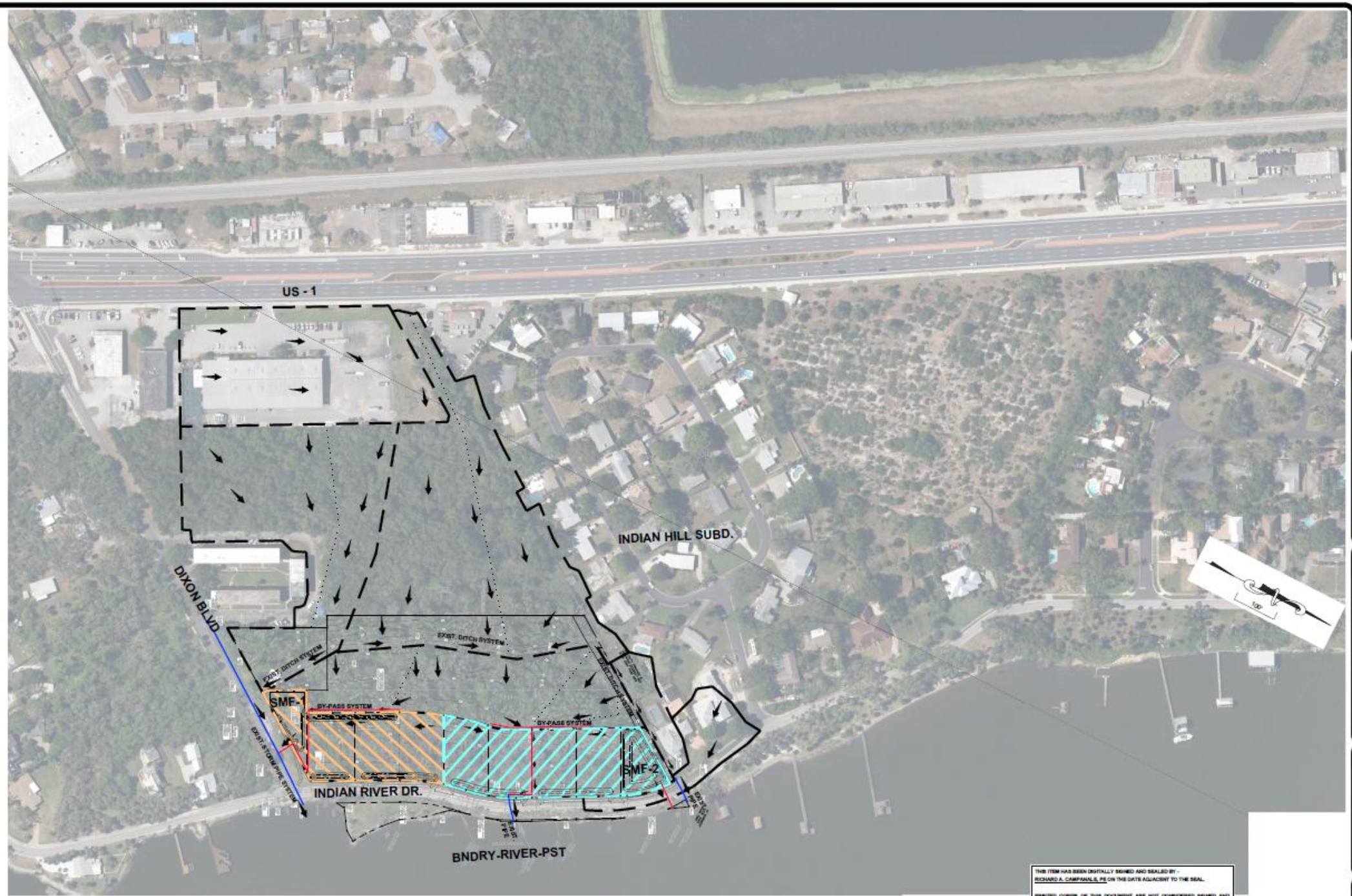
Enclosed is your individual permit issued by the St. Johns River Water Management District on January 08, 2026. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

US Army Corps of Engineers ®

Questions?


FIRST LIGHT CT
INDIAN DR
NORTH INDIAN CIR
SOUTH INDIAN CIR
INDIAN CIR
1
RAILWAY
DONNA AV
15
DIXON BLVD
N INDIAN RIVER DR
503


COCOA LAKES DR
CIRCLE DR
FIRST LIGHT CIR
N COCOA BLVD
N COCOA BLVD
FEC RAILWAY
INDIAN DR
NORTH INDIAN CIR
SOUTH INDIAN CIR
INDIAN CIR
1
515
DIXON BLVD
INDIAN RIVER DR
503



NO	DATE	DESCRIPTION OF REVISION	BY/BY
5	1/15/25	RESPONSE TO CITY OF COCOA COMMENTS	RMC
4	11/4/24	RESPONSE TO CITY OF COCOA AND SJRWMD COMMENTS	RMC
3	6/24/24	RESPONSE TO CITY OF COCOA AND SJRWMD COMMENTS	RMC
2	3/26/24	RESPONSE TO CITY OF COCOA AND SJRWMD COMMENTS	RMC
1	3/13/24	RESPONSE TO CITY OF COCOA AND SJRWMD COMMENTS	RMC
0	4/5/23	RESPONSE TO CITY OF COCOA AND SJRWMD COMMENTS	CJT

JOB NO. 149001
SCALE: AS NOTED
START: 4/28/2023
DESIGN: KSH
DRAWN: KSH
CHECKED: KSH
APPROVED: KSH

149001 COCOA VILLAGE BAY ESTATES

COCOA VILLAGE BAY ESTATES
DIXON BOULEVARD
COCOA FLORIDA

POST-DEVELOPMENT DRAINAGE BASIN MAP AND NODAL DIAGRAM

MEI PARTNERS
1059 S. Semoran Blvd., Suite 1029
Winter Park, FL 32792 CA 33154
P: 321.303.3962 F: 321.203.3948
www.meipartners.com

SHEET
EX

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY - RICHARD A. CAMPANALE, PE ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

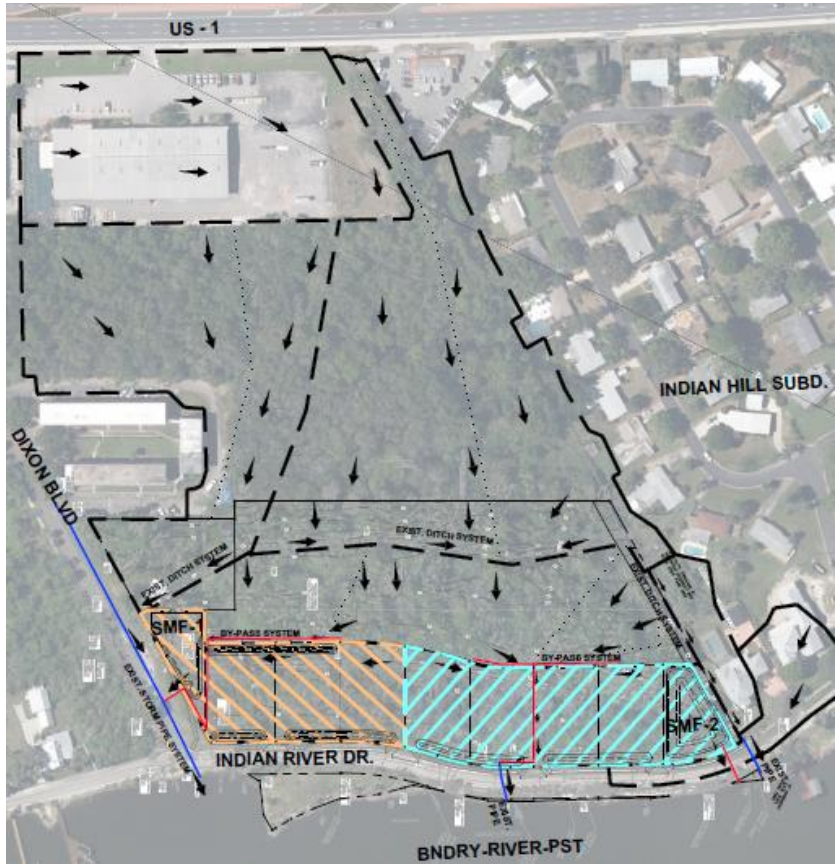
RICHARD A. CAMPANALE, PE 54745

© MEI PARTNERS - 2025


US - 1
INDIAN HILL SUBD.
DIXON BLVD
EXIST. DITCH SYSTEM
EXIST. DITCH SYSTEM
EXIST. DITCH SYSTEM
SMF-1
BY-PASS SYSTEM
BY-PASS SYSTEM
SMF-2
EXIST. STORM PIPE SYSTEM
INDIAN RIVER DR.
EXIST. PIPE
EXIST. PIPE
BNDRY-RIVER-PST

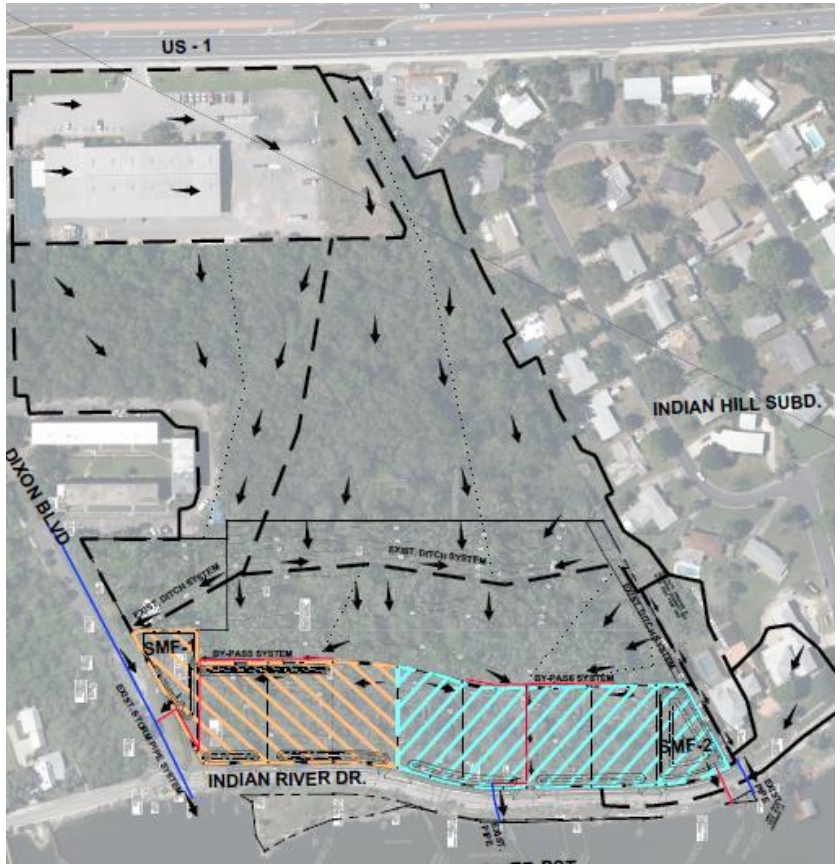
COCOA VILLAGE BAY ESTATES – STORMWATER AND FLOODPLAIN MANAGEMENT CONDITIONS

- Stormwater management design meets the water quality and quantity performance standards required by SJRWMD and City
- Pre-existing drainage ditches north and west of the project will not be altered to maintain natural flow patterns
- Proposed stormwater system provides net improvements by reducing the peak runoff flow rates into river by reducing the post-runoff volumes during the 100-year event and controls seasonal high groundwater levels within the project limits
- Retention pond design will not increase groundwater levels, but rather lower levels with the proposed underdrain system by intercepting groundwater and enhancing performance of the pond.
- Wet pond contains a control structure to maintain high groundwater levels.



COCOA VILLAGE BAY ESTATES – STORMWATER AND FLOODPLAIN MANAGEMENT CONDITIONS

- Project's existing soils are low permeable type 'D'
  - Soils will be excavated and replaced with clean fill material
  - Proposed underdrain and swale system will manage groundwater levels
- Proposed segmental block retaining wall is 2-3 feet above finished grade with a stormwater by-pass system upgradient of the wall to collect surface runoff and seasonal high groundwater levels to convey flow directly into the river
- Hydraulic groundwater flow net within the project limits will be intercepted and collected by the underdrain causing no secondary impacts offsite
- Floodplain impact analysis demonstrates a net reduction of flow volumes to the river during the 100-year event
  - The modeling analysis was reviewed and approved by the City and SJRWMD
- Overall net improvements of stormwater design meet performance standards of the City and SJRWMD and demonstrate no adverse impacts offsite



Architecture Examples



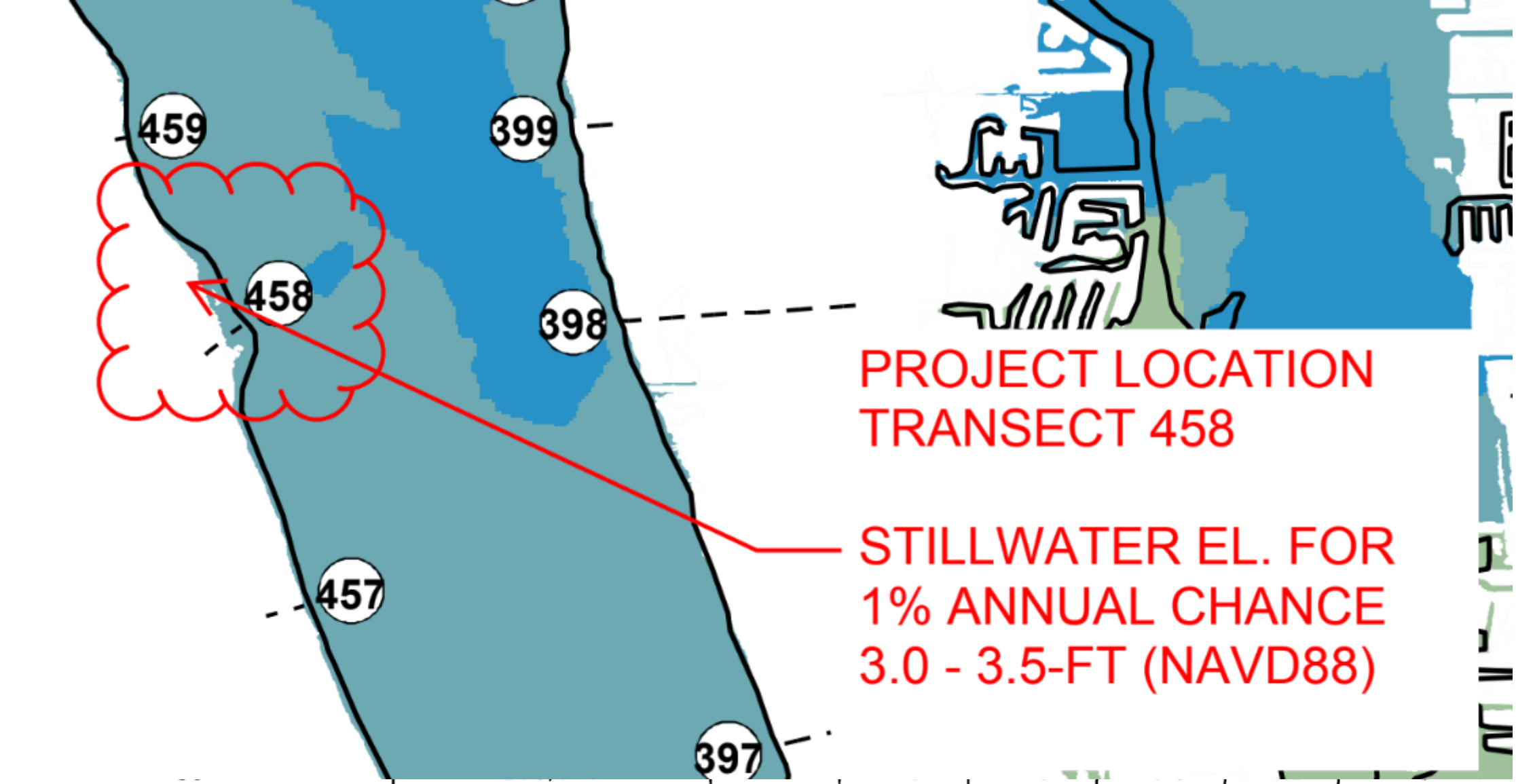
West (Rear)
Rear Loaded Garages





East (Front)





INDIAN RIVER							
57	290,295	2.0	3.3	3.8	5.1	AE	4– 5
58	290	2.0	3.2	3.7	4.9	AE	4– 5
		(0.90-FT)	(2.1-FT)	(2.6-FT)	(3.8-FT)		
ATLANTIC OCEAN							

CITY COUNCIL AGENDA ITEM

Memo Date:	June 2, 2026
Agenda Date:	June 9, 2026
File ID:	2026-475
Prepared By:	Monica Arsenault, City Clerk
Through:	Samantha Senger, Communications & Economic Development Director
Requested Action:	No action required.

BACKGROUND:
Historic Cocoa Village Main Street presentation about the upcoming POMS Conference in July, 2026.

PRIORITY AREA CONNECTION:
Community Outreach and Engagement

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
No action required.

CITY COUNCIL AGENDA ITEM

Memo Date:	May 19, 2026
Agenda Date:	June 9, 2026
File ID:	2026-415
Prepared By:	Frank Mirabito
Through:	Abigail Morgan, Public Works Director
Requested Action:	Approve FEMA's Contract Modification #3 for Fiske & Broadmoor Acres Drainage Improvements Project, increasing the budget for Construction, Sub Recipient Management Costs (SRMC), and extending the period of performance. Authorize the Mayor to execute the contract.

BACKGROUND:

On June 1, 2021, the City Council authorized the City Manager to execute the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project, FEMA Project Number 4337-428-R Grant Agreement.
On August 8, 2023, the Council accepted additional grant funding from FEMA: Federal Share: $4,103,261.25 @ 75% Non-Federal (Local) Share: $1,367,753.75 @ 25% Total: $5,471,015.00
On April 28, 2026, the Council approved the following requests to FEMA:
1) Increase the currently approved budget from FEMA 75% $4,103,261.25 / City 25% $1,367,753.75 = $5,471,015 to FEMA 75% $5,833,661.15 / City 25% $1,944,553.72 = $7,778,214.87. With this amendment, FEMA would have provided an additional $1,730,399.90 in grant funding.
2) The Sub Recipient Management Costs (SRMC) budget from FEMA at 100% reimbursement is $273,347.
3) Extend the contract's period of performance. The Fiske & Broadmoor Drainage Improvements project completed construction in the Fall of 2025.

Public Works received FEMA's contract modification #3 on Thursday May 28, 2026. Modification #3 provides the following funding for the project: Construction: FEMA 75% $5,843,902.50/City 25% $1,947,967.50 = $7,791,870.00; SRMC remains unchanged at $273.347.00. **Additional funding through all modifications provided by FEMA due to staff efforts: $2,320,855.**

Construction of this project is complete. Once approved and executed, the City will request reimbursement. Staff recommends approval.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached?

Source/Use of Funds
Account Number Amount

PREVIOUS ACTION:
On April 28, 2026, Council approved requesting additional contract modifications, including increasing the project budget.

RECOMMENDED MOTION:
Approve FEMA's Contract Modification #3 for Fiske & Broadmoor Acres Drainage Improvements Project, increasing the budget for Construction, Sub Recipient Management Costs (SRMC), and extending the period of performance. Authorize the Mayor to execute the contract.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

August 26, 2023

Abigail Morgan
Interim Public Works Director
155 N Wilson Street
Cocoa, FL 32922

Re: Project #4337-428-R, City of Cocoa

Dear Abigail Morgan:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract modification one (#1) (Contract #H0610) between City of Cocoa and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Renee.Singh@em.myflorida.com. The Project Manager for this contract is:

Renee Singh, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Blvd,
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Renee Singh at (850) 815-4578.

Respectfully,

Laura Dhuwe
Digitally signed by Laura Dhuwe
Date: 2023.08.26 18:42:29 -04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Contract Number: H0610

Project Number: 4337-428-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF COCOA

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Cocoa, ("the Sub-Recipient") to modify Contract Number H0610, dated July 16, 2021 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $2,319,585.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Budget and Scope of Work by increasing the Federal funding by $2,057,023.25 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by $2,057,023.25 , for the maximum amount payable under the Agreement to $4,376,608.25, (Four Million Three Hundred Seventy-Six Thousand Six Hundred Eight Dollars and Twenty-Five Cents).

2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF COCOA

By: _____

Name and Title: Stockton Whitten, City Manager

Date: 08/08/2023

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2023.08.26 18:42:20 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 26-AUG-2023

Attachment A

(1st Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of Fiske Boulevard and Broadmoor Acres Subdivision, in Cocoa, Brevard County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-428-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Cocoa, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in Cocoa, Florida, 32922.

The HMGP construction scope of work shall install roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate. Furthermore, the project shall construct a new outfall pipe along Fiske Boulevard to assist the current 36" outfall pipe along School Street, which is over capacity during intense storms, causing flooding and property damage to Broadmoor Acres and portions of Fiske Boulevard.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations: City of Cocoa, Brevard County, FL 32922

ID#	Name/Station	Coordinates
1)	NW	(28.36399, -80.74666)
2)	SW	(28.36036, -80.74666)
3)	NE	(28.36440, -80.74265)
4)	SE	(28.35768, -80.74258)
5)	OUTFALL	(28.36465, -80.740296)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion:

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

   2. Certifying Compliance with all applicable codes.

c) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological deposits, prehistoric or historic artifacts, or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

d) Permit(s) and verification of compliance:

   1. South Florida Water Management District.

   2. United States Army Corps of Engineers (USACE).

   NOTE: If no permit was needed – a letter stating "no permit required".

e) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

   The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

   Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

   Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

   Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and

supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments shall be applied to larger awards allowing smaller awards to be fully obligated. Obligations shall be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds shall be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in Cocoa, Florida, 32922.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

The completed project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity

of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

6) The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers shall be required. If permit is required, copy of permit must be provided at closeout.

7) For project closeout, the Sub-Recipient shall provide verification of compliance with the South Florida Water Management District (SFWMD) Individual Environmental Resource Individual Permit No. 64593-13, issued 07/27/2018.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

9) Special Conditions required on implementation of Projects:

CWA: The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers shall be required. If permit is required, copy of permit must be provided at closeout.

Source of condition: Clean Water Act (CWA) **Monitoring Required: No**

a) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

b) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

c) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit. 4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), Construction Commencement Notice, (October 1, 2013).

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

d) However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

e) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

f) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

   1) For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit¿ [Form 62-330.310(3)]; or

   2) For all other activities As-Built Certification and Request for Conversion to Operation Phase [Form 62-330.310(1)].

   3) If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

g) If the final operation and maintenance entity is a third party:

1) Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2) Within 30 days of submittal of the as- built certification, the permittee shall submit Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

h) The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

i) This permit does not:

1) Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

2) Convey to the permittee or create in the permittee any interest in real property;

3) Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

4) Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

j) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

k) The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

l) The permittee shall notify the District in writing:

1) Immediately if any previously submitted information is discovered to be inaccurate; and

2) Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long- term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

m) Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

n) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface

disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

o) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

p) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

q) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource- related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

r) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62- 330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

s) This permit for construction will expire five years from the date of issuance.

t) At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

u) All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

v) The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation.

w) The project must be constructed and operated as per plans received by the District on July 24, 2018.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

NHPA

x) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

y) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

Source of condition: National Historic Preservation Act (NHPA) **Monitoring Required: No**

10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and shall be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-428-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on February 26, 2021; this Agreement was executed on July 16, 2021, and the Period of Performance for this project shall end on **February 28, 2024**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$5,471,015.00	$4,103,261.25	$1,367,753.75
Labor:	$0.00	$0.00	$0.00
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$5,471,015.00**	**$4,103,261.25**	**$1,367,753.75**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$5,471,015.00**	**$4,103,261.25**	**$1,367,753.75**
****SRMC**			
SRMC:	$273,347.00	$273,347.00	
SRMC-Pre-Award:	$0.00	$0.00	
SRMC Total:	**$273,347.00**	**$273,347.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

**** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $273,347.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$4,103,261.25	(75.00%)
Non-Federal Share:	$1,367,753.75	(25.00%)
Total Project Cost:	**$5,471,015.00**	**(100.00%)**
SRMC (100% Federal)	$273,347.00	

RESOLUTION NO. 2021-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT FOR CITY OF COCOA, BROADMOOR ACRES/FISKE BOULEVARD DRAINAGE IMPROVEMENTS; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Emergency Management Agency and the City of Cocoa desire to facilitate the drainage improvements project on Fiske Boulevard and Broadmoor Acres; and

WHEREAS, the Federal Emergency Management Agency has requested the City of Cocoa to execute and deliver to the Federal Emergency Management Agency the Federally-Funded Subaward and Grant Agreement for the aforementioned project; Federal Award Identification Number FEMA-DR-4337-FL.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

Section 1. The City Council authorizes the City Manager to make, execute and deliver to the Federal Emergency Management Agency the Federally-Funded Subaward and Grant Agreement for the aforementioned project; Federal Award Identification Number FEMA-DR-4337-FL.

Section 2. The City Council authorizes the City Manager to make, execute, and deliver to the Federal Emergency Management Agency any additional documentation or amendments to the aforementioned agreement.

Section 3. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of the conflict.

Section 4. 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 City Council Workshop assembled on the 1st day of June, 2021.

Michael C. Blake, Mayor

ATTEST:

SEAL

Carie Shealy, MMC, City Clerk

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

March 13, 2024

Abigail Morgan
Interim Public Works Director
155 N Wilson Ave.
Cocoa, Florida 32922

Re: Project #4337-428-R, City of Cocoa

Dear Abigail Morgan:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract modification two (#2) (Contract #H0610) between City of Cocoa and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Autumn.Herrington@em.myflorida.com. The Project Manager for this contract is:

Autumn Herrington, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Blvd,
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Autumn Herrington at (208) 955-9031.

Respectfully,

Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.03.13 16:26:56 -04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Contract Number: H0610

Project Number: 4337-428-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF COCOA

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Cocoa ("the Sub-Recipient") to modify Contract Number H0610, dated, July 16, 2021 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $4,376,608.25, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on February 28, 2024; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin July 16, 2021 and shall end February 28, 2025, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF COCOA

By: _____

Name and Title: Stockton Whitten, City Manager

Date: March 6, 2024

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.03.13 16:26:34 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 13-MAR-2024

Attachment A

(2nd Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of Fiske Boulevard and Broadmoor Acres Subdivision, in Cocoa, Brevard County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-428-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Cocoa, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in Cocoa, Florida, 32922.

The HMGP construction scope of work shall include the installation of roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate. Furthermore, the project shall construct a new outfall pipe along Fiske Boulevard to assist the current 36" outfall pipe along School Street, which is over capacity during intense storms, causing flooding and property damage to Broadmoor Acres and portions of Fiske Boulevard.

The project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations: City of Cocoa, Brevard County, FL 32922

ID#	Name/Station	Coordinates
1)	NW	(28.36399, -80.74666)
2)	SW	(28.36036, -80.74666)
3)	NE	(28.36440, -80.74265)
4)	SE	(28.35768, -80.74258)
5)	OUTFALL	(28.36465, -80.740296)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from

participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion:

    1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    2. Certifying Compliance with all applicable codes.

c) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological deposits, prehistoric or historic artifacts, or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

d) Permit(s) and verification of compliance:

1. South Florida Water Management District.
2. United States Army Corps of Engineers (USACE).

NOTE: If no permit was needed – a letter stating "no permit required".

e) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as

payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in Cocoa, Florida, 32922.

The project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) <u>Environmental:</u>

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

6) The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers shall be required. If permit is required, copy of permit must be provided at closeout.

7) For project closeout, the Sub-Recipient shall provide verification of compliance with the South Florida Water Management District (SFWMD) Individual Environmental Resource Individual Permit No. 64593-13, issued 07/27/2018.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

9) Special Conditions required on implementation of project:

CWA: The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers shall be required. If permit is required, copy of permit must be provided at closeout.

Source of condition: Clean Water Act (CWA) **Monitoring Required: No**

a) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

b) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

c) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit. 4. At

least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), Construction Commencement Notice, (October 1, 2013).

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

d) However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

e) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

f) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit¿ [Form 62-330.310(3)]; or

2. For all other activities As-Built Certification and Request for Conversion to Operation Phase [Form 62-330.310(1)].

3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

g) If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as- built certification, the permittee shall submit Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

h) The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

i) This permit does not:

1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

2. Convey to the permittee or create in the permittee any interest in real property;

3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

j) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written

authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

k) The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

l) The permittee shall notify the District in writing:

1. Immediately if any previously submitted information is discovered to be inaccurate; and

2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long- term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

m) Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

n) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

o) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

p) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

q) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource- related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

r) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62- 330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

s) This permit for construction will expire five years from the date of issuance.

t) At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

u) All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

v) The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation.

w) The project must be constructed and operated as per plans received by the District on July 24, 2018.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

NHPA

x) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

y) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

Source of condition: National Historic Preservation Act (NHPA) **Monitoring Required: No**

10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-428-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on February 26, 2021. This Agreement was executed on July 16, 2021, and the Period of Performance for this project shall end on **February 28, 2025**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	15	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**48**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$5,471,015.00	$4,103,261.25	$1,367,753.75
Labor:	$0.00	$0.00	$0.00
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$5,471,015.00**	**$4,103,261.25**	**$1,367,753.75**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$5,471,015.00**	**$4,103,261.25**	**$1,367,753.75**
****SRMC**			
SRMC:	$273,347.00	$273,347.00	
SRMC-Pre-Award:	$0.00	$0.00	
SRMC Total:	**$273,347.00**	**$273,347.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** **This project has an estimated $0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

**** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $273,347.00 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$4,103,261.25	(75.00%)
Non-Federal Share:	$1,367,753.75	(25.00%)
Total Project Cost:	**$5,471,015.00**	**(100.00%)**
SRMC (100% Federal)	$273,347.00	

RESOLUTION NO. 2021-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT FOR CITY OF COCOA, BROADMOOR ACRES/FISKE BOULEVARD DRAINAGE IMPROVEMENTS; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Emergency Management Agency and the City of Cocoa desire to facilitate the drainage improvements project on Fiske Boulevard and Broadmoor Acres; and

WHEREAS, the Federal Emergency Management Agency has requested the City of Cocoa to execute and deliver to the Federal Emergency Management Agency the Federally-Funded Subaward and Grant Agreement for the aforementioned project; Federal Award Identification Number FEMA-DR-4337-FL.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

Section 1. The City Council authorizes the City Manager to make, execute and deliver to the Federal Emergency Management Agency the Federally-Funded Subaward and Grant Agreement for the aforementioned project; Federal Award Identification Number FEMA-DR-4337-FL.

Section 2. The City Council authorizes the City Manager to make, execute, and deliver to the Federal Emergency Management Agency any additional documentation or amendments to the aforementioned agreement.

Section 3. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of the conflict.

Section 4. 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 City Council Workshop assembled on the 1st day of June, 2021.

Michael C. Blake, Mayor

ATTEST:

SEAL

Carie Shealy, MMC, City Clerk

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

July 15, 2021

Bryant Smith, III
Public Works Director/City Engineer
City of Cocoa
155 North Wilson Street
Cocoa, Florida 32922

Re: Project Number: 4337-428-R, City of Cocoa, Broadmoor Acres/Fiske Boulevard, Drainage

Dear Mr. Bryant Smith, III:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0610 between the City of Cocoa and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Renee.Singh@em.myflorida.com. The Project Manager for this contract is:

Renee Singh, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Renee Singh at 850 815-4578.

Respectfully,

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US
Date: 2021.07.16 15:00:30 -04'00'

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Agreement Number: **H0610**

Project Number: **4337-428-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	City of Cocoa
Sub-Recipient's unique entity identifier:	59-6000292
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	February 26, 2021
Subaward Period of Performance Start and End Date:	Upon execution through February 28, 2024
Amount of Federal Funds Obligated by this Agreement:	$2,319,585.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$2,319,585.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$2,319,585.00
Federal award project description (see FFATA):	Drainage
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Renee.Singh@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **City of Cocoa**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Renee Singh
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809
Telephone: 850-815-4578
Email: Renee.Singh@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Bryant Smith III
   Public Works Director/City Engineer
   City of Cocoa
   155 North Wilson Street
   Cocoa, Florida 32922
   Telephone: 321-433-8771
   Email: bsmith@cocoafl.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **February 28, 2024**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$2,319,585.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives,

shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

A) Terminate this Agreement in accordance with the provisions outlined in paragraph (13) above; or,

B) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. 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.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

b. The Sub-Recipient 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.

c. The Sub-Recipient 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.

d. The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. 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.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. 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).

ii. 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.

iii. This certification is a material representation of fact relied upon by the Division. 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 Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. 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.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). 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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Cocoa

By: _____

Name and Title: Stockton Whitten, City Manager

Date: June 8, 2021

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US
Date: 2021.07.16 15:00:54 -04'00'

Name and Title: Jared Moskowitz, Director

Date: 07/16/2021

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 2,319,585.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of Fiske Boulevard and Broadmoor Acres Subdivision, City of Cocoa, Brevard County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-428-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Cocoa, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in City of Cocoa, Florida, 32922.

The HMGP construction scope of work proposes to install roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate. The proposed project shall include constructing a new outfall pipe along Fiske Boulevard to assist the current 36" outfall pipe along School Street, which is over capacity during intense storms, causing flooding and property damage to Broadmoor Acres and portions of Fiske Boulevard.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations: City of Cocoa, Brevard County, FL 32922.

ID#	Name/Station	Coordinates_
1)	NW	(28.36399, -80.74666)
2)	SW	(28.36036, -80.74666)
3)	NE	(28.36440, -80.74265)
4)	SE	(28.35768, -80.74258)
5)	OUTFALL	(28.36465, -80.740296)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion:

1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
2. Certifying Compliance with all applicable codes.

c) Archeological Materials – Project affects undisturbed ground – potential for presence of archeological resources. Projects that involve groundbreaking shall need written verification from the Sub-Recipient for compliance during project construction.

1. Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, that they were handled in accordance with Florida Statutes, Section 872.05.
2. Or a letter stating no archeological materials were discovered during project construction.

d) Permit(s) and verification of compliance:

1. Water Management Districts.
2. United States Army Corps of Engineers (USACE).
3. Department of Environmental Protection (DEP).
4. Department of Transportation (DOT).
5. Local jurisdiction(s).

NOTE: If no permit was needed – a letter stating "no permit required".

e) Best Management Practices were utilized – Submit letter at closeout.

f) National Pollutant Discharge Elimination System (NPDES) storm water permit – Required for any drainage **over one acre**. Include

1. Storm Water Pollution Prevention Plan (SWPPP);
2. Notice of Intent (NOI), awarded by the Florida Department of Environmental Protection (FDEP);
3. Notice of Termination (NOT); terminates the NOI (from FDEP);

OR If the area of disturbance was **less than one** acre, a letter stating the extent of the ground disturbance (by site).

g) Ground Dewatering Activities at the construction site:

1. Provide documentation of coverage under FDEP "Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity";
2. **OR** Letter stating that "No ground dewatering activities took place at this project's site".

h) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements to Fiske Boulevard and the surrounding Broadmoor Acres Subdivision in the City of Cocoa, Florida, to include roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate.

The completed project shall provide protection against a 25-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5) The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers may be required. If permit is required, copy of permit must be provided at closeout, or if not required copy of No Permit Required (NPR) must be submitted.

6) A National Pollutant Discharge Elimination System (NPDES) stormwater permit shall be obtained (if area of disturbance shall be greater than one acre). The Sub-Recipient shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater discharge from construction activities; response letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) shall be submitted at project closeout.

7) For project closeout, the Sub-Recipient shall provide verification of compliance with the South Florida Water Management District (SFWMD) General Permit for the Environmental Resource General Permit No. 64593-13, issued July 27, 2018.

8) An Environmental Resource Permit shall be obtained prior to any construction activities. Verification of compliance and copies of all permits shall be provided at project closeout.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

9) Special Conditions required on implementation of this Project. Source of condition information detailed within the FEMA Award letter dated February 26, 2021.

   a) Source of condition: Clean Water Act (CWA)

   b) Source of condition: Coastal Zone Management Act (CZMA)

c) Source of condition: National Historic Preservation Act (NHPA)

d) Monitoring Required: No on-site monitoring required.

This is FEMA project number **4337-428-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on February 26, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **February 28, 2024**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$2,811,609.00	$2,108,706.75	$702,902.25
Labor:	$0.00	$0.00	$0.00
Fees:	$281,171.00	$210,878.25	$70,292.75
Initial Agreement Amount:	**$3,092,780.00**	**$2,319,585.00**	**$773,195.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$3,092,780.00**	**$2,319,585.00**	**$773,195.00**

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated $0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Funding Summary Totals

Federal Share:	$2,319,585.00	(75.00%)
Non-Federal Share:	$773,195.00	(25.00%)
Total Project Cost:	**$3,092,780.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.

v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Cocoa

REMIT ADDRESS: 155 North Wilson Street

CITY: Cocoa STATE: Florida ZIP CODE: 32922

PROJECT TYPE: Drainage PROJECT #: 4337-428-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0610

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Cocoa PAYMENT #:

PROJECT TYPE: Drainage PROJECT #: 4337-428-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0610

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Cocoa

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Cocoa **PROJECT #:** 4337-428-R

PROJECT TYPE: Drainage **CONTRACT #:** H0610

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Cocoa
Sub-Recipient's Name

H0610
DEM Contract Number

4337-428-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-428-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 2,319,585.00

OBLIGATION/ACTION DATE: February 26, 2021

SUBAWARD DATE (if applicable): _____

DUNS#: 079195608

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Cocoa

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 65 Stone Street

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Cocoa STATE FL ZIP CODE+4** 32922-7982

PARENT COMPANY DUNS# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in City of Cocoa, Florida, 32922.

The HMGP construction scope of work proposes to install roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate. The proposed project shall include constructing a new outfall pipe along Fiske Boulevard to assist the current 36" outfall pipe along School Street, which is over capacity during intense storms, causing flooding and property damage to Broadmoor Acres and portions of Fiske Boulevard.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): N. Fiske Blvd from Peachtree St to W. Highland Blvd and the portion of

ADDRESS LINE 1: the Broadmoor Acres Subdivision between those limits.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Cocoa STATE FL ZIP CODE+4** 32922-7337

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal

financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ■

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax-qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Stockton Whitten, City Manager

DATE: 6/10/2021

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be 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 must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must 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 must 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 non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

■ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

d) 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.

e) 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.

f) 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, City of Cocoa, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Stockton Whitten, City Manager

Name and Title of Sub-Recipient/subcontractor's Authorized Official

6/10/2021

Date

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Cocoa
PROJECT #:	4337-428-R
PROJECT TITLE:	City of Cocoa, Broadmoor Acres/Fiske Boulevard, Drainage
CONTRACT #:	H0610
MODIFICATION #:	Three

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Abigail Morgan Public Works Director/City Engineer 155 North Wilson Avenue Cocoa, Florida 32922

Enclosed is your copy of the proposed contract/modification between **City of Cocoa** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 359-9204 or email me at Shelby.Meyers@yagroup.com.

Contract Number: H0610

Project Number: 4337-428-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF COCOA

This Modification Number Three made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Cocoa ("the Sub-Recipient") to modify Contract Number H0610, dated July 16, 2021 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $4,376,608.25 in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on February 28, 2025; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms and increase the Federal Funding by $1,740,641.25 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:
   (8) PERIOD OF AGREEMENT
   This Agreement shall begin February 26, 2021, and shall end December 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by $1,740,641.25, for the maximum amount payable under the Agreement to $6,117,249.50, (Six Million One Hundred Seventeen Thousand Two Hundred Forty-Nine Dollars and Fifty Cents)

4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 3rd Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

5. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

8. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and

returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF COCOA

By:_____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A

(3rd Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of Fiske Boulevard and Broadmoor Acres Subdivision, in Cocoa, Brevard County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-428-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Cocoa, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in Cocoa, Florida, 32922.

The HMGP construction scope of work shall include the installation of roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate. Furthermore, the project shall construct a new outfall pipe along Fiske Boulevard to assist the current 36" outfall pipe along School Street, which is over capacity during intense storms, causing flooding and property damage to Broadmoor Acres and portions of Fiske Boulevard.

The project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name/Station	Coordinates
1)	NW	28.36399, -80.74666
2)	SW	28.36036, -80.74666
3)	NE	28.36440, -80.74265
4)	SE	28.35768, -80.74258
5)	OUTFALL	28.36465, -80.740296

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion:

    1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    2. Certifying Compliance with all applicable codes.

c) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological deposits, prehistoric or historic artifacts, or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

d) Permit(s) and verification of compliance:

    1. St. John's River Water Management District.

    2. United States Army Corps of Engineers (USACE).

NOTE: If no permit was needed – a letter stating "no permit required".

e) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments shall be applied to larger awards allowing smaller awards to be fully obligated. Obligations shall be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds shall be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits

shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in Cocoa, Florida, 32922.

The project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and

approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05***.***

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

5) The Sub-Recipient must comply with the St. Johns River Water Management District Permit No. 64593-13 issued 07/27/2018. Failure to comply with the conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

6) The project location contains wetlands or surface waters; therefore, a permit from the U.S. Army Corps of Engineers (USACE) shall be required. If a permit is required, a copy of the permit and verification of compliance shall be provided at project closeout.

7) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

9) Special Conditions required on implementation of project:

CWA: The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers shall be required. If permit is required, copy of permit must be provided at closeout.

Source of condition: Clean Water Act (CWA) **Monitoring Required: No**

a) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the Sub-Recipient to enforcement action and revocation of the permit under Chapter 373, F.S.

b) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The Sub-Recipient shall require the contractor to review the complete permit prior to beginning construction.

c) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector’s Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit. 4. At least 48 hours prior to beginning the authorized activities, the Sub-Recipient shall submit to the District a fully executed Form 62-330.350(1), Construction Commencement Notice, (October 1, 2013).

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

d) However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

e) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the Sub-Recipient is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

f) Within 30 days after completing construction of the entire project, or any independent portion of the project, the Sub-Recipient shall provide the following to the Agency, as applicable:

1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit¿ [Form 62-330.310(3)]; or

2. For all other activities As-Built Certification and Request for Conversion to Operation Phase [Form 62-330.310(1)].

3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

g) If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the Sub-Recipient shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as- built certification, the Sub-Recipient shall submit Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

h) The Sub-Recipient shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

i) This permit does not:

1. Convey to the Sub-Recipient any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

2. Convey to the Sub-Recipient or create in the Sub-Recipient any interest in real property;

3. Relieve the Sub-Recipient from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the Sub-Recipient.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

j) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the Sub-Recipient must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

k) The Sub-Recipient shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

l) The Sub-Recipient shall notify the District in writing:

1. Immediately if any previously submitted information is discovered to be inaccurate; and

2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long- term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the

sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

m) Upon reasonable notice to the Sub-Recipient, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

n) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the Sub-Recipient may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

o) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

p) The Sub-Recipient shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

q) This permit is issued based on the Sub-Recipient's submitted information that reasonably demonstrates that adverse water resource- related impacts shall not be caused by the completed permit activity. If any adverse impacts result, the District shall require the Sub-Recipient to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

r) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62- 330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

s) This permit for construction shall expire five years from the date of issuance.

t) At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

u) All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

v) The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation.

w) The project must be constructed and operated as per plans received by the District on July 24, 2018.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

NHPA

x) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

y) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

Source of condition: National Historic Preservation Act (NHPA) **Monitoring Required: No**

10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and shall be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-428-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on February 26, 2021; this Agreement was executed on July 16, 2021, and the Period of Performance for this project shall end on **December 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the

following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	15	Months
Permitting:	3	Months
Construction / Installation:	31	Months
Local Inspections / Compliance:	5	Months
State Final Inspection / Compliance:	5	Months
Closeout Compliance:	5	Months
Total Period of Performance:	**70**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$6,354,370.00	$4,765,777.50	$1,588,592.50
Labor:	$1,437,500.00	$1,078,125.00	$359,375.00
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$7,791,870.00**	**$5,843,902.50**	**$1,947,967.50**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$7,791,870.00**	**$5,843,902.50**	**$1,947,967.50**
****SRMC**			
SRMC:	$273,347.00	$273,347.00	
SRMC Total:	**$273,347.00**	**$273,347.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $273,347.00 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$5,843,902.50	(75.00%)
Non-Federal Share:	$1,947,967.50	(25.00%)
Total Project Cost:	**$7,791,870.00**	**(100.00%)**
SRMC (100% Federal)	$273,347.00	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to

complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

CITY COUNCIL AGENDA ITEM

Memo Date:	May 21, 2026
Agenda Date:	June 9, 2026
File ID:	2026-422
Prepared By:	John Walsh, Utilities Director
Through:	Anthony Garganese, City Attorney Stockton Whitten, City Manager
Requested Action:	Approve Resolution 2026-039 and Release of Easements Agreements for Vacation of certain Utility Easements between City of Cocoa and Fortenberry Apartments Venture, LP.

BACKGROUND:

On March 15, 1991, I.P.C.O., Inc. executed and delivered to the City of Cocoa a Water Line & Ingress Easement (ORB 3117, Page 3474), and recorded on April 3, 1991, for the water line located within Parcel 518, Section 36, Township 24 S, Range 36 E in Brevard County.

On July 10, 2022, I.P.C.O., Inc. executed and delivered to the City of Cocoa a Water Line & Ingress Easement (ORB 4978, Page 0510), and recorded on July 14, 2003, for the water line located within Parcel ID: 24-36-36-00-518 Section 69, Township 24S, Range 36 E in Brevard County.

The property was developed as Fortenberry Apartments. The owner, Fortenberry Apartments Venture, LP, desires these easements be vacated by the City of Cocoa, along with any rights or obligations in their entirety.

City of Cocoa Staff has verified that all utilities and apparatuses have been removed from the easements and recommend the easements be vacated.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution 2026-039 and Release of Easements Agreements for Vacation of certain Utility Easements between City of Cocoa and Fortenberry Apartments Venture,

LP.

CITY COUNCIL AGENDA ITEM

Memo Date: May 18, 2026
Agenda Date: June 9, 2026
Prepared By: John A. Walsh, P.E., Utilities Director
Through: Anthony Garganese, City Attorney; Stockton Whitten, City Manager
Requested Action:
Approve Resolution 2026-### and Release of Easements Agreements for Vacation of certain Utility Easements between the City of Cocoa and Fortenberry Apartments Venture, LP

BACKGROUND:

On March 15, 1991, I.P.C.O., Inc. executed and delivered to the City of Cocoa a Water Line & Ingress Easement (ORB 3117, Page 3474), and recorded on April 3, 1991, for the water line located within Parcel 518, Section 36, Township 24 S, Range 36 E in Brevard County.

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The property was developed as Fortenberry Apartments. The owner, Fortenberry Apartments Venture, LP, desires these easements be vacated by the City of Cocoa, along with any rights or obligations in their entirety.

City of Cocoa Staff has verified that all utilities and apparatuses have been removed from the easements and recommend the easements be vacated.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Approve Resolution 2026-### and Release of Easements Agreements for Vacation of certain Utility Easements between City of Cocoa and Fortenberry Apartments Venture, LP

RESOLUTION NO. 2026-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, VACATING EXISTING UTILITIES EASEMENT LOCATED WITHIN FORTENBERRY APARTMENT PROPERTY AS RECORDED IN ORB 3117, PAGE 3474 and ORB 4978, PAGE 0510 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR THE REPEAL OF ALL PRIOR INCONSISTENT RESULUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa has been asked to consider vacating existing utilities easement that is located within Fortenberry Apartments Venture property as recorded in ORB 3117, Page 3474 and ORB 4978, Page 0510, of the public records of Brevard County, Florida; and

WHEREAS, the existing water line and apparatuses have been removed; and

WHEREAS, the City Council finds that the best interests of its citizens will be served by the vacation of the existing utilities easement that is located within Fortenberry Apartments Venture property as recorded in ORB 3117, Page 3474 and ORB 4978, Page 0510, of the public records of Brevard County, Florida;

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

SECTION 1. Vacation of Easements. The existing utilities easement that is located within Fortenberry Apartments Venture property as recorded in ORB 3117, Page 3474 and ORB 4978, Page 0510, of the public records of Brevard County, Florida, is hereby vacated.

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

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional

by any court of competent jurisdiction, such portion shsall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2026.

_____
Michael C. Blake, Mayor

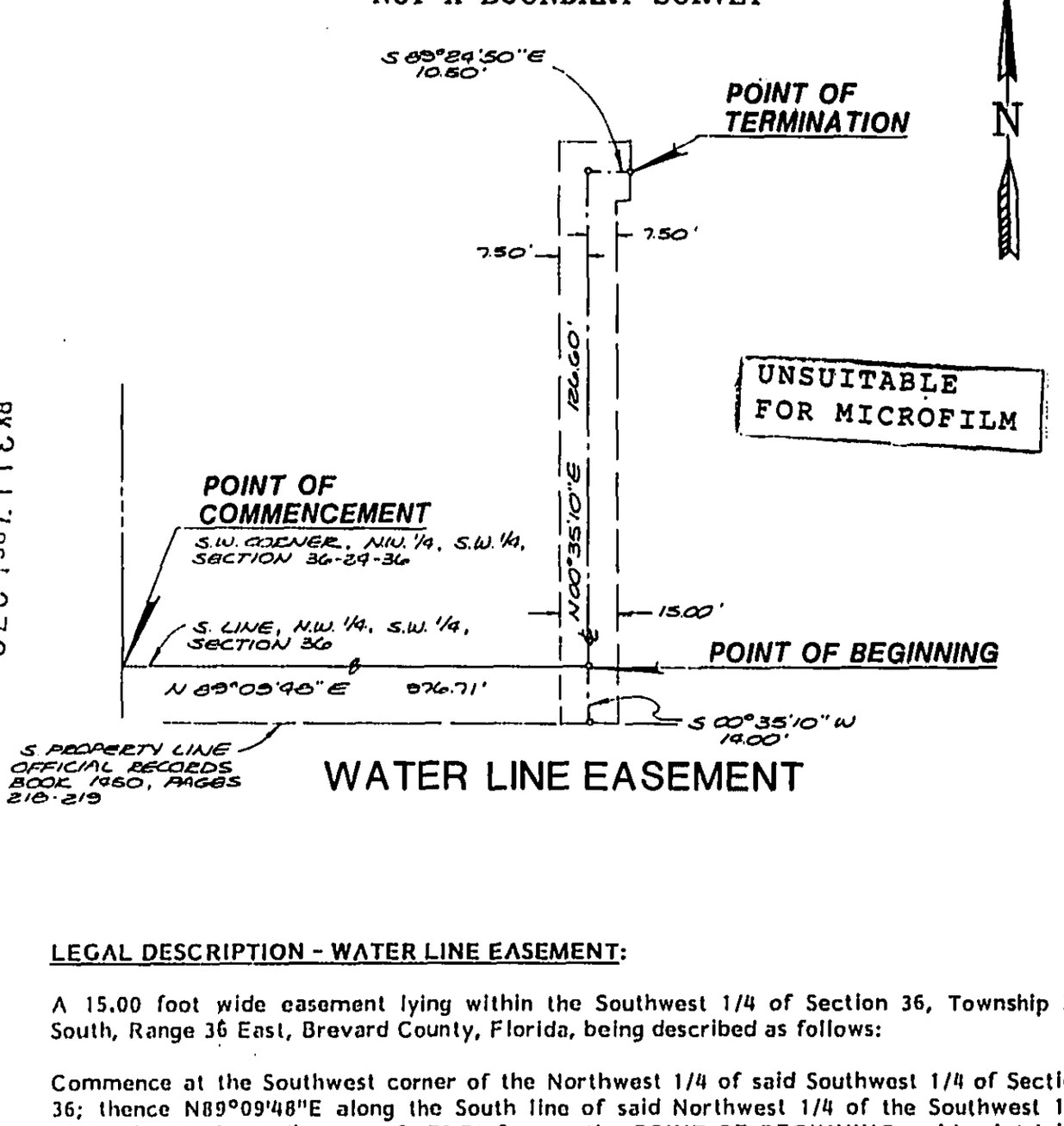
ATTEST:

_____
Monica Arsenault, City Clerk

ATTACHMENT A
(Description of Easements to be Vacated)

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NOT A BOUNDARY SURVEY



BK3117PG1373

LEGAL DESCRIPTION - WATER LINE EASEMENT:

A 15.00 foot wide easement lying within the Southwest 1/4 of Section 36, Township 24 South, Range 36 East, Brevard County, Florida, being described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Southwest 1/4 of Section 36; thence N89°09'48"E along the South line of said Northwest 1/4 of the Southwest 1/4 of Section 36 for a distance of 976.71 feet to the POINT OF BEGINNING, said point lying on the centerline of said 15.00 foot wide easement, sidelines of said easement lying 7.50 feet on both sides of the following described centerline; thence S00°35'10"W for a distance of 14.00 feet to the South line of that parcel described in Official Records Book 1450, Pages 218 and 219 of the Public Records of Brevard County, Florida; thence return to the POINT OF BEGINNING; thence N00°35'10"E for a distance of 126.60 feet; thence S89°24'50"E, for a distance of 10.50 feet to the POINT OF TERMINATION of said centerline of easement. Sidelines of above described easement are to be shortened or lengthened as necessary to meet at angle points and provide a continuous easement 15.00 feet in width from the South property line of said parcel North to the POINT OF TERMINATION.

ALLEN Engineering, Inc.

ENGINEERS - SURVEYORS
106 DIXIE LANE (P.O.BOX 321321)
COCOA BEACH, FLORIDA 32932-1321
407/783-7443

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THE ATTACHED PROPERTY DESCRIPTION WAS PREPARED UNDER MY DIRECTION, IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" FOR SURVEYS DESCRIBED IN CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

ALLEN ENGINEERING, INC.

BY: _____

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL

ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4262

SHEET 1 OF 1

1.	
2.	
3.	
4.	
DATE: 3-7-91	DRAWN BY: D.J.G.
JOB NO. 900401	SCALE: 1" = 40'

PREPARED AND CERTIFIED FOR:

PARADISE GOLF COMPLEX

"EXHIBIT A"

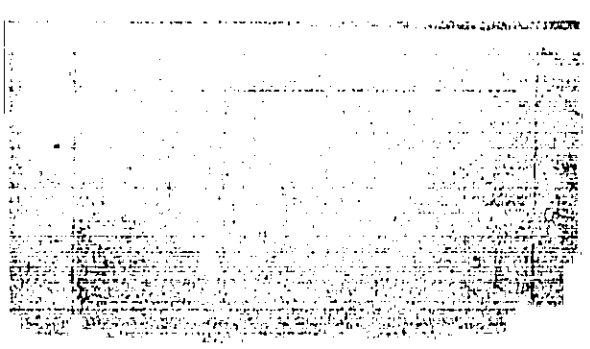
I.P.C.O.
3315 Parkway Drive
Melbourne, FL 32934

EXHIBIT B

Parcel 515, Section 36,Township 24, Range 36

UNSUITABLE
FOR MICROFILM

EXHIBIT B



Paradise Fun Plex

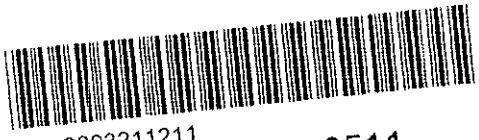
EXHIBIT "A"

WATERLINE EASEMENT DESCRIPTION: (A PORTION OF TAX PARCEL 518)

A portion of Section 36, Township 24 South, Range 36 East, Brevard County, Florida, being a portion of the lands as described in Official Records Book 1450, Page 218, Official Records Book 2304, Page 896, Official Records Book 2296, Page 787, Official Records Book 1187, Page 832, and Official Records Book 2302, Pages 908 and 914, all of the public records of Brevard County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 36, Township 24 South, Range 36 East; thence N00°33'33"W, along the west line of said Section 36, for a distance of 1312.75 feet to a point on the south line of the north 14.00 of the southwest ¼ of the southwest ¼ of said Section 36 and the southwest corner of said Official Records Book 1450, Page 218; thence N89°09'48"E, along said south line, for a distance of 25.00 feet; thence N.00°33'33"W, 25.00 feet from and parallel to the west line of said Section 36, for a distance of 314.00 feet to the north line of said Official Records Book 1450, Page 218, and the north line of the south 300.00 feet of the northwest ¼ of the southwest ¼ of said Section 36; thence N89°09'48"E, along said north line, for a distance of 885.48 feet; thence N84°57'05"E. a distance of 17.89 feet to the Point-of-Beginning of this description to wit; thence S68°11'34"E a distance of 30.00 feet; thence S21°48'26"W a distance of 15.00 feet; thence N68°11'34"W a distance of 15.00 feet; thence S21°48'26"W a distance of 9.56 feet; thence S00°42'19"E a distance of 144.40 feet; thence N89°09'48"E a distance of 48.93 feet; thence S00°50'12"E a distance of 15.00 feet; thence S89°09'48"W a distance of 63.96 feet; thence N00°42'19"W a distance of 162.42 feet; thence N21°48'26"E a distance of 27.55 feet to point-of-beginning.

Containing 0.09 acres more or less being subject to any easements and/or rights-of-way of record.



CFN:2003211211
OR Book/Page: 4978 / 0511

Paradise Fun Plex

EXHIBIT "B"

LEGAL DESCRIPTION: (A PORTION OF TAX PARCEL 518)

A portion of Section 36, Township 24 South, Range 36 East, Brevard County, Florida, being a portion of the lands as described in Official Records Book 1450, Page 218, Official Records Book 2304, Page 896, Official Records Book 2296, Page 787, Official Records Book 1187, Page 832, and Official Records Book 2302, Pages 908 and 914, all of the public records of Brevard County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 36, Township 24 South, Range 36 East; thence N00°33'33"W along the west line of said Section 36 for a distance of 1312.75 feet to a point on the south line of the north 14.00 feet of the southwest 1/4 of the southwest 1/4 of said Section 36 and the southwest corner of said Official Records Book 1450, Page 218; thence N89°09'48"E along said south line for a distance of 25.00 feet to the point of beginning; thence N.00°33'33"W, 25.00 feet from and parallel to the west line of said Section 36 for a distance of 314.00 feet to the north line of said Official Records Book 1450, Page 218, and the north line of the south 300.00 feet of the northwest 1/4 of the southwest 1/4 of said Section 36; thence N89°09'48"E along said north line for a distance of 885.48 feet; thence N27°58'04"E along the northwesterly line of said Official Records Book 1450, Page 218, for a distance of 254.11 feet to a point on the southerly right-of-way of Fortenberry Avenue, a 60.00 foot right-of-way, and the northerly line of said Official Records Book 1450, Page 218, said point also being on a curve to the left having a radius of 602.96 feet and a radial bearing of N27°58'04"E; thence southeasterly along said right-of-way and arc of said curve for a distance of 173.05 feet, through a central angle of 16°26'37"; thence S.12°46'26"W, for a distance of 65.00 feet, thence S00°34'07"E, 15 feet from and parallel to the east line of said Official Records Book 1450, page 218, for a distance of 399.55 feet to the southeasterly line of said Official Records Book 1450, Page 218; thence S67°12'06"W along said southeasterly line for a distance of 35.61 feet to a point on the south line of said Official Records Book 2304, Page 896 and the south line of said north 14.00 feet of the southwest 1/4 of the southwest 1/4 of Section 36; thence S89°09'48"W along said south line 14.00 feet from and parallel to the north line of the southwest 1/4 of the southwest 1/4 of said Section 36 for a distance of 645.70 feet to the southeast corner of said Official Records Book 2262, Page 1590; thence continue S89°09'48"W along the south line of said Official Records Book 2262, Page 1590 and the south line of said north 14.00 feet of the southwest 1/4 of the southwest 1/4 of Section 36 for a distance of 475.00 feet to the point of beginning. Less and except the west 340 feet thereof. Containing 6.82 acres more or less.

CFN:2003211211
OR Book/Page: 4978 / 0512

Prepared by and Return to:

Kimberly B. Rezanka
Lacey Rezanka
6013 Farcenda Place, Suite 101
Melbourne, FL 32940
(321) 608-0890

RELEASE OF EASEMENT

WHEREAS, I.P.C.O., Inc. ("Grantor"), executed and delivered to the City of Cocoa, Florida, a Florida municipal corporation ("Grantee"), that certain Water Line & Ingress Easement (" Easement") dated March 15, 1991, and recorded on April 3, 1991, in the Official Records Book 3117, Page 3474, Public Records of Brevard County, Florida, an Easement that encumber the real property located in Brevard County, Florida, more particularly described as follows:

LEGAL DESCRIPTION - WATER LINE EASEMENT:

A 15.00 foot wide easement lying within the Southwest 1/4 of Section 36, Township 24 South, Range 36 East, Brevard County, Florida, being described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Southwest 1/4 of Section 36; thence N89°09'48"E along the South line of said Northwest 1/4 of the Southwest 1/4 of Section 36 for a distance of 976.71 feet to the POINT OF BEGINNING, said point lying on the centerline of said 15.00 foot wide easement, sidelines of said easement lying 7.50 feet on both sides of the following described centerline; thence S00°35'10"W for a distance of 14.00 feet to the South line of that parcel described in Official Records Book 1450, Pages 218 and 219 of the Public Records of Brevard County, Florida; thence return to the POINT OF BEGINNING; thence N00°35'10"E for a distance of 126.60 feet; thence S89°24'50"E, for a distance of 10.50 feet to the POINT OF TERMINATION of said centerline of easement. Sidelines of above described easement are to be shortened or lengthened as necessary to meet at angle points and provide a continuous easement 15.00 feet in width from the South property line of said parcel North to the POINT OF TERMINATION.

AND

Parcel 518, Section 36, Township 24, Range 36.

WHEREAS, Fortenberry Apartments Venture, LP owns property affected by this Easement and desires that this Easement, be terminated by the City of Cocoa, along with any rights or obligations created thereunder, in their entirety. The property affected by this Easement is more particularly described as follows:

A portion of Section 36, Township 24 South, Range 36 East, Brevard County, Florida, being a portion of the lands as described in Official Records Book 1450, Page 218; Official Records Book 2304, Page 896; Official Records Book 1187, Page 832; and

Official Records Book 2302, Pages 908 and 914, all of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 36, Township 24 South, Range 36 East; thence North 00°33'33" West, along the West line of said Section 36, for a distance of 1312.75 feet to a point on the South line of the North 14.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 36 and the Southwest corner of said Official Records Book 1450, Page 218; thence North 89°09'48" East, along said South line, for a distance of 25.00 feet to the Point of Beginning: thence North 00°33'33" West, 25.00 feet from and parallel to the West line of said Section 36, for a distance of 314.00 feet to the North line of said Official Records Book 1450, Page 218, and the North line of the South 300.00 feet of the Northwest 1/4 of the Southwest 1/4 of Section 36; thence North 89°09'48" East, along said North line, for a distance of 885.48 feet; thence North 27°58'04" East, along the Northwesterly line of said Official Records Book 1450, Page 218, for a distance of 254.11 feet to a point on the Southerly right-of way of Fortenberry Avenue, a 60.00 foot right-of-way, and the Northerly line of said Official Records Book 1450, Page 218, said point also being on a curve to the left having a radius of 602.96 feet and a radial bearing of North 27°58'04" East; thence Southeasterly along said right-of-way and arc of said curve for a distance of 173.05 feet, through a central angle of 16°26'37"; thence South 12°46'26" West for a distance of 65.00 feet; thence South 00°34'07" East, 15 feet from and parallel to the West line of the East 126.00 feet of the Southwest 1/4 of said Section 36, for a distance of 399.55 feet; thence South 67°12'06" West for a distance of 35.61 feet to a point on the South line of said Official Records Book 2304, Page 896, and the South line of said North 14.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 36: thence South 89°09'48" West, along said South line 14.00 feet from and parallel to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 36, for a distance of 695.70 feet to the South line of said Official Records Book 1450, Page 218; thence continue South 89°09'48" West, along the South line of said Official Records Book 1450, Page 218, and the South line of said North 14.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 36, for a distance of 425.00 feet to the Point of Beginning.

Parcel ID: 24-36-36-00-518

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Cocoa, Florida, hereby fully terminates and releases:

(a) The right to control, disconnect from, connect to, inspect, alter, improve, repair, rebuild and remove all Facilities on the Easement;

(b) The right of ingress and egress to the Facilities on the Easement and rights over, under, and across the Easement and the real property described as Parcel 518, Section 36, Township 24, Range 36; and

(c) any other rights, obligations or encumbrances of the Easement property described above.

IN WITNESS WHEREOF, the undersigned have caused this Release to be executed on ____ day of _____, 2026.

City of Cocoa, Florida

_____
Michael C. Blake, Mayor

Witnesses:

_____
Print Name: _____
Address: _____

_____

_____
Print Name: _____
Address: _____

_____

_____
Print Name: _____
Address: _____

_____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ☐ **physical presence** or ☐ **online notarization** on _____, 2026, by Michael C. Blake, who ☐ is personally known to me, or ☐ has produced a driver's license as identification.

_____
NOTARY PUBLIC
Name: _____
My commission expires:_____

Prepared by and Return to:

Kimberly B. Rezanka
Lacey Rezanka
6013 Farcenda Place, Suite 101
Melbourne, FL 32940
(321) 608-0890

RELEASE OF EASEMENT

WHEREAS, I.P.C.O., Inc. ("Grantor"), executed and delivered to the City of Cocoa, Florida, a Florida municipal corporation ("Grantee"), that certain Water Line & Ingress Easement (" Easement") dated July 10, 2002, and recorded on July 14, 2003, in the Official Records Book 4978, Page 0510, Public Records of Brevard County, Florida, an Easement that encumber the real property located in Brevard County, Florida, said Easement more particularly described as follows:

WATERLINE EASEMENT DESCRIPTION: (A PORTION OF TAX PARCEL 518)

A portion of Section 36, Township 24 South, Range 36 East, Brevard County, Florida, being a portion of the lands as described in Official Records Book 1450, Page 218, Official Records Book 2304, Page 896, Official Records Book 2296, Page 787, Official Records Book 1187, Page 832, and Official Records Book 2302, Pages 908 and 914, all of the public records of Brevard County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 36, Township 24 South, Range 36 East; thence N00°33'33"W, along the west line of said Section 36, for a distance of 1312.75 feet to a point on the south line of the north 14.00 of the southwest ¼ of the southwest ¼ of said Section 36 and the southwest corner of said Official Records Book 1450, Page 218; thence N89°09'48"E, along said south line, for a distance of 25.00 feet; thence N.00°33'33"W, 25.00 feet from and parallel to the west line of said Section 36, for a distance of 314.00 feet to the north line of said Official Records Book 1450, Page 218, and the north line of the south 300.00 feet of the northwest ¼ of the southwest ¼ of said Section 36; thence N89°09'48"E, along said north line, for a distance of 885.48 feet; thence N84°57'05"E. a distance of 17.89 feet to the Point-of-Beginning of this description to wit; thence S68°11'34"E a distance of 30.00 feet; thence S21°48'26"W a distance of 15.00 feet; thence N68°11'34"W a distance of 15.00 feet; thence S21°48'26"W a distance of 9.56 feet; thence S00°42'19"E a distance of 144.40 feet; thence N89°09'48"E a distance of 48.93 feet; thence S00°50'12"E a distance of 15.00 feet; thence S89°09'48"W a distance of 63.96 feet; thence N00°42'19"W a distance of 162.42 feet; thence N21°48'26"E a distance of 27.55 feet to point-of-beginning.

Containing 0.09 acres more or less being subject to any easements and/or rights-of-way of record.

AND

LEGAL DESCRIPTION: (A PORTION OF TAX PARCEL 518)

A portion of Section 36, Township 24 South, Range 36 East, Brevard County, Florida, being a portion of the lands as described in Official Records Book 1450, Page 218, Official Records Book 2304, Page 896, Official Records Book 2296, Page 787, Official Records Book 1187, Page 832, and Official Records Book 2302, Pages 908 and 914, all of the public records of Brevard County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 36, Township 24 South, Range 36 East; thence N00°33'33"W along the west line of said Section 36 for a distance of 1312.75 feet to a point on the south line of the north 14.00 feet of the southwest 1/4 of the southwest 1/4 of said Section 36 and the southwest corner of said Official Records Book 1450, Page 218; thence N89°09'48"E along said south line for a distance of 25.00 feet to the point of beginning; thence N.00°33'33"W, 25.00 feet from and parallel to the west line of said Section 36 for a distance of 314.00 feet to the north line of said Official Records Book 1450, Page 218, and the north line of the south 300.00 feet of the northwest 1/4 of the southwest 1/4 of said Section 36; thence N89°09'48"E along said north line for a distance of 885.48 feet; thence N27°58'04"E along the northwesterly line of said Official Records Book 1450, Page 218, for a distance of 254.11 feet to a point on the southerly right-of-way of Fortenberry Avenue, a 60.00 foot right-of-way, and the northerly line of said Official Records Book 1450, Page 218, said point also being on a curve to the left having a radius of 602.96 feet and a radial bearing of N27°58'04"E; thence southeasterly along said right-of-way and arc of said curve for a distance of 173.05 feet, through a central angle of 16°26'37"; thence S.12°46'26"W, for a distance of 65.00 feet, thence S00°34'07"E, 15 feet from and parallel to the east line of said Official Records Book 1450, page 218, for a distance of 399.55 feet to the southeasterly line of said Official Records Book 1450, Page 218; thence S67°12'06"W along said southeasterly line for a distance of 35.61 feet to a point on the south line of said Official Records Book 2304, Page 896 and the south line of said north 14.00 feet of the southwest 1/4 of the southwest 1/4 of Section 36; thence S89°09'48"W along said south line 14.00 feet from and parallel to the north line of the southwest 1/4 of the southwest 1/4 of said Section 36 for a distance of 645.70 feet to the southeast corner of said Official Records Book 2262, Page 1590; thence continue S89°09'48"W along the south line of said Official Records Book 2262, Page 1590 and the south line of said north 14.00 feet of the southwest 1/4 of the southwest 1/4 of Section 36 for a distance of 475.00 feet to the point of beginning. Less and except the west 340 feet thereof. Containing 6.82 acres more or less.

WHEREAS, Fortenberry Apartments Venture, LP owns property affected by this Easement and desires that this Easement be terminated by the City of Cocoa, along with any rights or obligations created thereunder, in their entirety. The property affected by this Easement is more particularly described as follows:

A portion of Section 36, Township 24 South, Range 36 East, Brevard County, Florida, being a portion of the lands as described in Official Records Book 1450, Page 218; Official Records Book 2304, Page 896; Official Records Book 1187, Page 832; and Official Records Book 2302, Pages 908 and 914, all of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 36, Township 24 South, Range 36 East; thence North 00°33'33" West, along the West line of said Section 36, for a distance of 1312.75 feet to a point on the South line of the North 14.00 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 36 and the Southwest corner of said Official Records Book 1450, Page 218; thence North 89°09'48" East, along said South line, for a distance of 25.00 feet to the Point of Beginning: thence North 00°33'33" West, 25.00 feet from and parallel to the West line of said Section 36, for a distance of 314.00 feet to the North line of said Official Records Book 1450, Page 218, and the North line of the South 300.00 feet of the Northwest 1/4 of the Southwest 1/4 of Section 36; thence North 89°09'48" East, along said North line, for a distance of 885.48 feet; thence North 27°58'04" East, along the Northwesterly line of said Official Records Book 1450, Page 218, for a distance of 254.11 feet to a point on the Southerly right-of way of Fortenberry Avenue, a 60.00 foot right-of-way, and the Northerly line of said Official Records Book 1450, Page 218, said point also being on a curve to the left having a radius of 602.96 feet and a radial bearing of North 27°58'04" East; thence Southeasterly along said right-of-way and arc of said curve for a distance of 173.05 feet, through a central angle of 16°26'37"; thence South 12°46'26" West for a distance of 65.00 feet; thence South 00°34'07" East, 15 feet from and parallel to the West line of the East 126.00 feet of the Southwest 1/4 of said Section 36, for a distance of 399.55 feet; thence South 67°12'06" West for a distance of 35.61 feet to a point on the South line of said Official Records Book 2304, Page 896, and the South line of said North 14.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 36: thence South 89°09'48" West, along said South line 14.00 feet from and parallel to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 36, for a distance of 695.70 feet to the South line of said Official Records Book 1450, Page 218; thence continue South 89°09'48" West, along the South line of said Official Records Book 1450, Page 218, and the South line of said North 14.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 36, for a distance of 425.00 feet to the Point of Beginning.

Parcel ID: 24-36-36-00-518

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Cocoa, Florida, hereby fully terminates and releases:

(a) The right to control, disconnect from, connect to, inspect, alter, improve, repair, rebuild and remove all Facilities on the Easement;

(b) The right of ingress and egress to the Facilities on the Easement and rights over, under, and across the Easement and the real property described as Parcel 518, Section 36, Township 24, Range 36; and

(c) any other rights, obligations or encumbrances of the Easement property described above.

IN WITNESS WHEREOF, the undersigned have caused this Release to be executed on ____ day of _____, 2026.

City of Cocoa, Florida

_____
Michael C. Blake, Mayor

Witnesses:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ☐ **physical presence** or ☐ **online notarization** on _____, 2026, by Michael C. Blake, who ☐ is personally known to me, or ☐ has produced a driver's license as identification.

_____
NOTARY PUBLIC
Name: _____
My commission expires:_____

PARADISE GOLF COMPLEX
S36, T24, R36, PARCEL 518

WATER LINE & INGRESS/EGRESS EASEMENT

THIS EASEMENT is made this 15th day of MARCH, 1991, by I.P.C.O., INC., whose address is 3315 Parkway Drive, Melbourne, Florida 32934 (hereinafter referred to as the: "Grantor"), infavor of the City of Cocoa, Florida, a Florida municipal corporation, and its successors and assigns, whose address is 603 Brevard Avenue, Cocoa, Florida 32922 (hereinafter referred to as the: "Grantee").

W I T N E S S E T H:

That for and in consideration of Ten Dollars ($10.00) and the mutual benefits, covenants and conditions herein contained, and certain other good and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, its successors and assigns: 1) An easement (the "Water Line Easement") for repair, replacement, ingress, egress, disconnection from, connection to, and maintenance, in perpetuity of all water lines, hydrants, pipes, laterals, tees, and joints (the "Facilities"). The Water Line Easement shall be over, under, and across the real property by this reference incorporated herein.; and 2) An easement for ingress and egress to the Water Line Easement (the "Ingress/Egress Easement") across the real property described in Exhibit "B" attached hereto and by this reference incorporated herein.

The rights herein granted to Grantee by Grantor specifically include, but are not limited to: (a) the right of Grantee to control, disconnect from, connect to, inspect, alter, improve, repair, rebuild and remove said Facilities on the Water Line Easement; and (b) the right to cut, trim, and keep clear such trees, brush, and undergrowth that might endanger the Facilities on the Water Line Easement.

By delivery of this Water Line Easement, Grantor covenants not to interfere with the safe operation or maintenance of the Facilities within the Water Line Easement. All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

TO HAVE AND TO HOLD the said Water Line Easement and Ingress/Egress Easement unto the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, I.P.C.O., INC., by and through its authorized Vice President, has executed this easement the day, month and year first set forth above.

Signed, sealed and delivered
in the presence of:

WITNESS

WITNESS

BY: I.P.C.O., INC.
Dennis DeSousa, II, its
Vice - President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 13th day of MARCH, 1991, by Dennis De Sousa, II, as Vice-President of I.P.C.O., INC., a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: MAY 30 1994

"For Minimum Consideration"

CITY OF COCOA UTILITIES DEPT.
600 SCHOOL STREET
COCOA, FLORIDA 32922

RECORDED & VERIFIED
BREVARD CO., FL.
98 1536

91 APR -3 AM 11:16
CLERK, CIRCUIT COURT

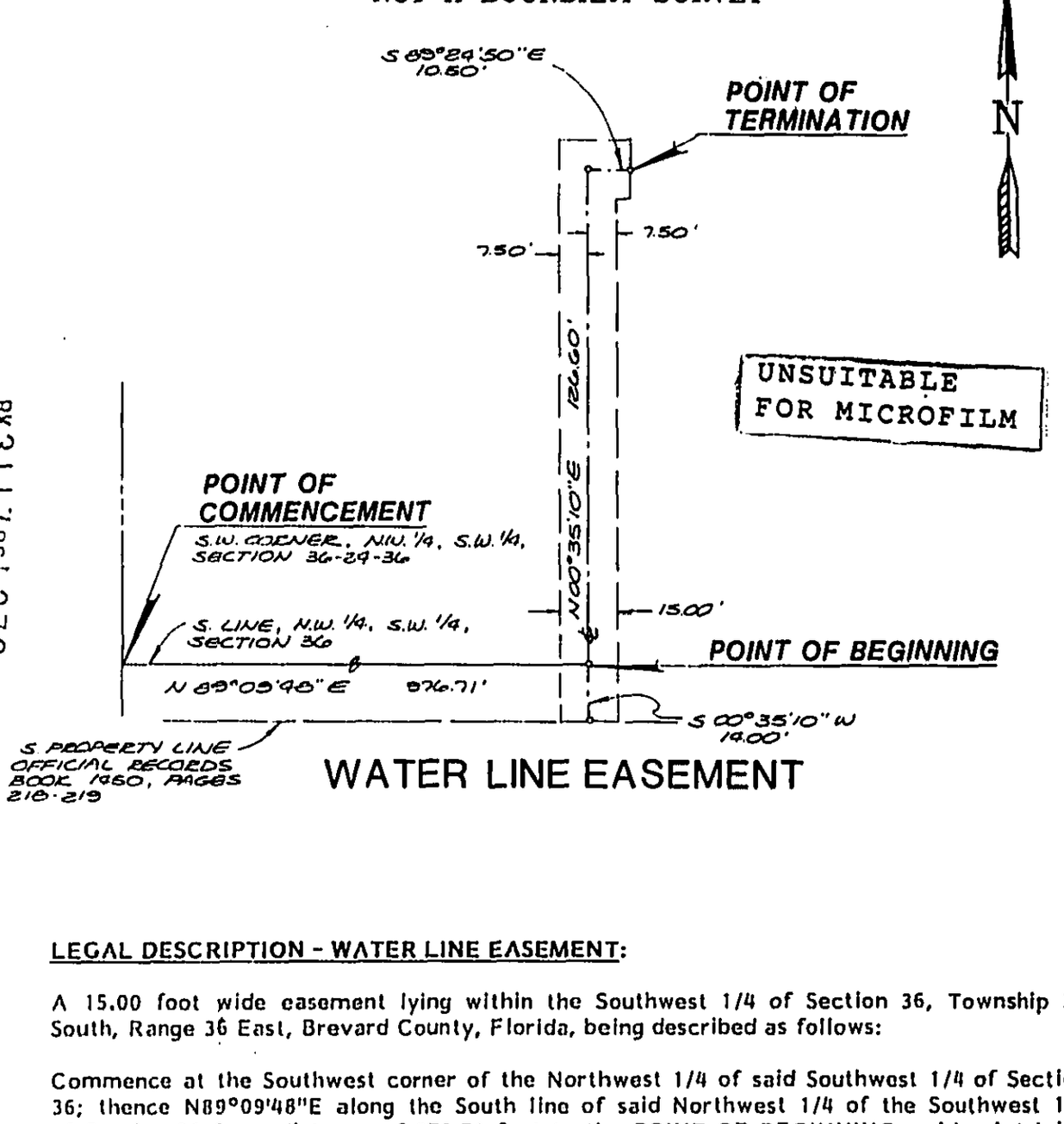
BK 3111 PG 4372

PCS. 3 # NAMES 2
TRUST FUND $ 2.00
REC FEE 13.00
DOC ST .56
INT TAX
EXCISE TAX
SERV CHRG
REFUND

BREVARD CO., FL
CLERK CIRCUIT CT.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NOT A BOUNDARY SURVEY



UNSUITABLE FOR MICROFILM

BK3117PG1373

LEGAL DESCRIPTION - WATER LINE EASEMENT:

A 15.00 foot wide easement lying within the Southwest 1/4 of Section 36, Township 24 South, Range 36 East, Brevard County, Florida, being described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Southwest 1/4 of Section 36; thence N89°09'48"E along the South line of said Northwest 1/4 of the Southwest 1/4 of Section 36 for a distance of 976.71 feet to the POINT OF BEGINNING, said point lying on the centerline of said 15.00 foot wide easement, sidelines of said easement lying 7.50 feet on both sides of the following described centerline; thence S00°35'10"W for a distance of 14.00 feet to the South line of that parcel described in Official Records Book 1450, Pages 218 and 219 of the Public Records of Brevard County, Florida; thence return to the POINT OF BEGINNING; thence N00°35'10"E for a distance of 126.60 feet; thence S89°24'50"E, for a distance of 10.50 feet to the POINT OF TERMINATION of said centerline of easement. Sidelines of above described easement are to be shortened or lengthened as necessary to meet at angle points and provide a continuous easement 15.00 feet in width from the South property line of said parcel North to the POINT OF TERMINATION.

ALLEN Engineering, Inc.

ENGINEERS - SURVEYORS

106 DIXIE LANE (P.O.BOX 321321)
COCOA BEACH, FLORIDA 32932-1321
407/783-7443

SHEET 1 OF 1

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THE ATTACHED PROPERTY DESCRIPTION WAS PREPARED UNDER MY DIRECTION, IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" FOR SURVEYS DESCRIBED IN CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

ALLEN ENGINEERING, INC.

BY: _____

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL

ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4262

1.	
2.	
3.	
4.	
DATE: 3-7-91	DRAWN BY: D.J.G.
JOB NO. 900401	SCALE: 1" = 40'

PREPARED AND CERTIFIED FOR:

PARADISE GOLF COMPLEX

"EXHIBIT A"

I.P.C.O.
3315 Parkway Drive
Melbourne, FL 32934

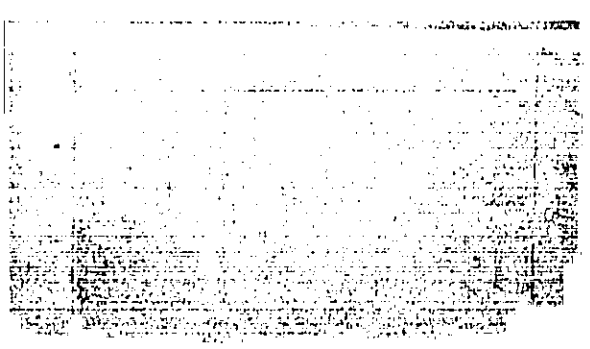
EXHIBIT B

Parcel 515, Section 36,Township 24, Range 36

UNSUITABLE
FOR MICROFILM

EXHIBIT B

BK3117PG4374



PARADISE FUNPLEX

WATER LINE & INGRESS/EGRESS EASEMENT

THIS EASEMENT is made this 10 day of July 2002 by IPCO, Inc, whose address is 555 Fortenberry Rd Merritt Island FL (hereinafter referred to as the: "Grantor"), in favor of the City of Cocoa, Florida, a Florida municipal corporation, and it's successors and assigns, whose address is 603 Brevard Avenue, Cocoa, Florida 32922 (hereinafter referred to as the: "Grantee").

CITY OF COCOA
P O BOX 1750
COCOA, FL. 32922

W I T N E S S E T H:

That for and in consideration of Twenty Five Dollars ($25.00) and the mutual benefits, covenants and conditions herein contained, and certain other good and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, its successors and assigns: 1) An easement (the "Water Line Easement") for repair, replacement, ingress, egress, disconnection from, connection to, and maintenance, in perpetuity of all Water lines, pipes, laterals, tees, and joints (the "Facilities"). The Water Line Easement shall be over, under and across the real property described in Exhibit "A", a copy of which is attached hereto and by this reference incorporated herein; and 2) An easement for ingress and egress to the Water Line Easement (the "Ingress/Egress Easement") across the real property described in Exhibit "B" attached hereto and by this reference incorporated herein.

The rights herein granted to Grantee by Grantor specifically include, but are not limited to: (a) the right of Grantee to control, disconnect from, connect to, inspect, alter, improve, repair, rebuild and remove said Facilities on the Water Line Easement; and (b) the right to cut, trim, and keep clear such trees, brush, and undergrowth that might endanger the Facilities on the Water Line Easement.

By delivery of this Water Line Easement, Grantor covenants not to interfere with the safe operation or maintenance of the Facilities within the Water Line Easement. All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

TO HAVE AND TO HOLD the said Water Line & Ingress Egress Easement unto the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, IPCO, Inc, by and through its authorized agent - President, has executed this easement the day, month and year first set forth above.

Signed, sealed and delivered
in the presence of:

Richard Bonas

WITNESS

CFN:2003211211 07-14-2003 02:37 pm
OR Book/Page: 4978 / 0510

WITNESS

BY: Richard Bonas
-President
(Corporation Seal)

INCORPORATED SEAL 1990 FLORIDA

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 10 day of July, 2002, by Richard Bonas President of IPCO, Inc, a Florida corporation, on behalf of the corporation. He/She a) has produced satisfactory evidence with 1. An identification card/driver's license/passport (circle one) as identification or b) is personally known by me and did not take an oath.

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 13.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

Gabriele DeSousa
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

GABRIELE DE SOUSA
MY COMMISSION # CC 839738
EXPIRES: May 25, 2003
Bonded Thru Notary Public Underwriters

Paradise Fun Plex

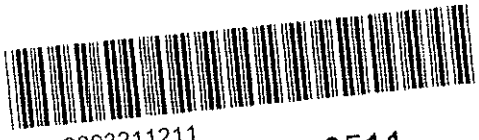
EXHIBIT "A"

WATERLINE EASEMENT DESCRIPTION: (A PORTION OF TAX PARCEL 518)

A portion of Section 36, Township 24 South, Range 36 East, Brevard County, Florida, being a portion of the lands as described in Official Records Book 1450, Page 218, Official Records Book 2304, Page 896, Official Records Book 2296, Page 787, Official Records Book 1187, Page 832, and Official Records Book 2302, Pages 908 and 914, all of the public records of Brevard County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 36, Township 24 South, Range 36 East; thence N00°33'33"W, along the west line of said Section 36, for a distance of 1312.75 feet to a point on the south line of the north 14.00 of the southwest ¼ of the southwest ¼ of said Section 36 and the southwest corner of said Official Records Book 1450, Page 218; thence N89°09'48"E, along said south line, for a distance of 25.00 feet; thence N.00°33'33"W, 25.00 feet from and parallel to the west line of said Section 36, for a distance of 314.00 feet to the north line of said Official Records Book 1450, Page 218, and the north line of the south 300.00 feet of the northwest ¼ of the southwest ¼ of said Section 36; thence N89°09'48"E, along said north line, for a distance of 885.48 feet; thence N84°57'05"E. a distance of 17.89 feet to the Point-of-Beginning of this description to wit; thence S68°11'34"E a distance of 30.00 feet; thence S21°48'26"W a distance of 15.00 feet; thence N68°11'34"W a distance of 15.00 feet; thence S21°48'26"W a distance of 9.56 feet; thence S00°42'19"E a distance of 144.40 feet; thence N89°09'48"E a distance of 48.93 feet; thence S00°50'12"E a distance of 15.00 feet; thence S89°09'48"W a distance of 63.96 feet; thence N00°42'19"W a distance of 162.42 feet; thence N21°48'26"E a distance of 27.55 feet to point-of-beginning.

Containing 0.09 acres more or less being subject to any easements and/or rights-of-way of record.



CFN:2003211211
OR Book/Page: 4978 / 0511

Paradise Fun Plex

EXHIBIT "B"

LEGAL DESCRIPTION: (A PORTION OF TAX PARCEL 518)

A portion of Section 36, Township 24 South, Range 36 East, Brevard County, Florida, being a portion of the lands as described in Official Records Book 1450, Page 218, Official Records Book 2304, Page 896, Official Records Book 2296, Page 787, Official Records Book 1187, Page 832, and Official Records Book 2302, Pages 908 and 914, all of the public records of Brevard County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 36, Township 24 South, Range 36 East; thence N00°33'33"W along the west line of said Section 36 for a distance of 1312.75 feet to a point on the south line of the north 14.00 feet of the southwest 1/4 of the southwest 1/4 of said Section 36 and the southwest corner of said Official Records Book 1450, Page 218; thence N89°09'48"E along said south line for a distance of 25.00 feet to the point of beginning; thence N.00°33'33"W, 25.00 feet from and parallel to the west line of said Section 36 for a distance of 314.00 feet to the north line of said Official Records Book 1450, Page 218, and the north line of the south 300.00 feet of the northwest 1/4 of the southwest 1/4 of said Section 36; thence N89°09'48"E along said north line for a distance of 885.48 feet; thence N27°58'04"E along the northwesterly line of said Official Records Book 1450, Page 218, for a distance of 254.11 feet to a point on the southerly right-of-way of Fortenberry Avenue, a 60.00 foot right-of-way, and the northerly line of said Official Records Book 1450, Page 218, said point also being on a curve to the left having a radius of 602.96 feet and a radial bearing of N27°58'04"E; thence southeasterly along said right-of-way and arc of said curve for a distance of 173.05 feet, through a central angle of 16°26'37"; thence S.12°46'26"W, for a distance of 65.00 feet, thence S00°34'07"E, 15 feet from and parallel to the east line of said Official Records Book 1450, page 218, for a distance of 399.55 feet to the southeasterly line of said Official Records Book 1450, Page 218; thence S67°12'06"W along said southeasterly line for a distance of 35.61 feet to a point on the south line of said Official Records Book 2304, Page 896 and the south line of said north 14.00 feet of the southwest 1/4 of the southwest 1/4 of Section 36; thence S89°09'48"W along said south line 14.00 feet from and parallel to the north line of the southwest 1/4 of the southwest 1/4 of said Section 36 for a distance of 645.70 feet to the southeast corner of said Official Records Book 2262, Page 1590; thence continue S89°09'48"W along the south line of said Official Records Book 2262, Page 1590 and the south line of said north 14.00 feet of the southwest 1/4 of the southwest 1/4 of Section 36 for a distance of 475.00 feet to the point of beginning. Less and except the west 340 feet thereof. Containing 6.82 acres more or less.

CFN:2003211211
OR Book/Page: 4978 / 0512

CITY COUNCIL AGENDA ITEM

Memo Date:	May 21, 2026
Agenda Date:	June 9, 2026
File ID:	2026-424
Prepared By:	Frank Mirabito
Through:	Abigail Morgan, Public Works Director
Requested Action:	Approve the Change Order to Kimley-Horn Task Order # 2025-11.1 to Design and Permit London Ditch piping under the existing Continuing Services Agreement Q-23-01-COC for $13,800 for additional Stormwater analysis. Approve BAF # 26-068-T for $28,800. Approve the Project Contingency Resolution of $15,000 for a total project cost not to exceed $113,120. Authorize the City Manager to issue this and future change orders as approved within the total project cost.

BACKGROUND:

The City's drainage system comprises inlets, curbs, concrete and metal pipes, as well as open swales and ditches. London Ditch is currently an open ditch that flows east to west, generally south of London Boulevard and south of Sherwood Circle. The piping of this ditch is the next project in the Stormwater Consultant's ten-year master plan. The piping of the ditch will make it safer and more efficient to maintain. This project will eliminate the washouts that occur in this area.

As Kimley-Horn proceeded with design and permitting, it became necessary for additional stormwater anaylsis to complete the design.

City staff is requesting this task order amendment be approved in accordance with the terms of an existing Continuing Services Agreement (CSA) for General Civil Engineering Services with Kimley-Horn and Associates, Inc., agreement # Q-23-01-COC-C2, in the amount of $13,800 bringing the current design cost to $98,100. Staff is also requesting another $15,000 in contingency as necessary to complete the design and permitting.

The projected good faith estimate for construction is estimated at $475,000.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

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

Source/Use of Funds

Account Number	Amount
423-3570-538.39-00	($28,800)
423-3570-538.63-00	$28,800 SW24LB

If a P.O. Change Order is involved, please complete the following:
Change Order Amount: $13,800
Original Purchase Order Amount: $84,320

The contingency amount of $15,000 will not be added to the purchase order at this time.
Not to exceed $113,120

PREVIOUS ACTION:
On May 13, 2025 Council approved the original Task Order to Kimley Horn for $84,320.

RECOMMENDED MOTION:
Approve the Change Order to Kimley-Horn Task Order # 2025-11.1 to Design and Permit London Ditch piping under the existing Continuing Services Agreement Q-23-01-COC for $13,800 for additional Stormwater analysis. Approve BAF # 26-068-T for $28,800. Approve the Project Contingency Resolution of $15,000 for a total project cost not to exceed $113,120. Authorize the City Manager to issue this and future change orders as approved within the total project cost.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Civil Engineering	2025-11.1
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 04/09/25 City Bid Number: Q-23-01-COC AMOUNT: $ 84,300.00

Vendor Name: Kimley Horn Quote/Proposal Number: 5

Dept. Number/Division Name: 3570 / Stormwater

Project Name: London Ditch Project Number: SW24LB

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

AMENDMENT

Amendment to Original Task Order No. : 1 Requested Amendment Amount: $ 13,800.00

Original Task Order Amount: $ 84,300.00 Total Revised Amount including all Amendments: $ 98,100.00

Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

Survey, Design, and Permitting of London Ditch. This project will install approximately 2,300 linear feet of 48 inch ductile iron pipe with various structures. Task I - Project Management $3,495, Task 2 - Survey $18,000, Task 3 - Hydrologic and Hydraulic Analysis $8,005, Task 4 - Permit Plans $15,000, Task 5 -SJRWMD Pennjning $13,020, Task 6 - Issue for Bid Plans $12,000, Total Lump Sum Compensation $69,520, Task 7 - Limited Construction Phase Services $14,800, Total Cost Plus Max Compensation $14,800, Task 8 - Additional Stormwater Analysis - $13,800

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 350,000.00

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

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

Frank Mirabito Digitally signed by Frank Mirabito Date: 2025.04.09 10:16:24 -04'00'

Requestor

Abigail Morgan Digitally signed by Abigail Morgan Date: 2026.05.21 13:26:26 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation:

Council Approval Required: ☐ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale DN: cn=Brian Dale, ou=Purchasing, email=bdale@cocoafl.gov Date: 2026.05.27 08:57:25 -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.

Kimley»Horn

City of Cocoa Task Order #5

Amendment 1

London Ditch Piping

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the City of Cocoa ("City"), in accordance with the terms of the Continuing Services Agreement (Q-23-01-COC-C2) dated March 30, 2023.

PROJECT UNDERSTANDING

Kimley-Horn has completed the hydrologic and hydraulic modeling task as part of the London Blvd Ditch Piping (the "Project") and determined that a single 48-inch pipe will not be sufficient capacity to replace the open ditch without causing potential peak stage rises during the design storms assessed. Kimley-Horn met virtually with the City on April 15, 2026 to review results and the City provided the following updated project criteria: to primarily protect the upstream/offsite neighborhoods from flooding concerns.

The City has requested that Kimley-Horn provide a change order to conduct additional stormwater analysis in accordance with the updated project criteria. The proposed scope of services is listed below.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 8 – Additional Stormwater Analysis

Kimley-Horn will complete an additional stormwater analysis including:

1. Define Project Criteria – Kimley-Horn will determine project metrics or levels-of-service by which to determine whether the project meets the City-directed project criteria. For example, this may be proposed conditions model offsite peak design storm stages at or below existing peak design storm stages.
2. Modeling - Perform additional model analysis using ICPR software to determine the pipe(s) size(s) required to maintain design storm peak stages offsite at or below existing peak stages. The City has requested that both elliptical and circular pipes be evaluated. It is anticipated that the proposed conditions model created as part of Task 3 will be updated for these evaluations. Up to eight (8) iterations of this model combining different pipe sizes, number, and inverts will be performed as part of this task.
3. Update existing and proposed condition model results comparison spreadsheet.
4. Update model results deliverable showing peak stages marked up on project plans set.
5. Preparation of a revised drainage report.
6. Attend results analysis meeting with City to review results. This meeting is anticipated to be virtual.
7. Revise permit plans to reflect modeled conditions upon City staff approval of model results
8. Additional project administration and coordination with City.

Kimley»Horn

If additional modeling is necessary to achieve City-desired modeling results, it may be performed as an additional service. Additional services, if required, will be performed only with written authorization and billed at Kimley-Horn's standard hourly rates or as an additional change order.

SCHEDULE

Kimley-Horn shall provide the services described in the above scope in a mutually agreed upon schedule.

BASIS OF COMPENSATION

Services under this Task Order provide shall not exceed a total of **$13,800** in accordance with the terms and conditions of the Continuing Services Agreement between the City of Cocoa and Kimley-Horn, dated March 30, 2023. **Task 8** shall be paid in lump sum amounts.

TASKS	FEE
Task 8 – Additional Stormwater Analysis	$13,800
TOTAL LUMP SUM	**$13,800**

Services provided under this Task Work Order will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF COCOA, FLORIDA

BY:_____

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

TITLE: SENIOR ASSOCIATE

DATE: 5/21/26

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: Task Order #5 - City of Cocoa London Blvd Ditch Piping - Amendment 1
CLIENT: City of Cocoa
KHA PM: Mallory Clancy, P.E.

SHEET: 1 of 1
DATE: 5/21/2026

		DIRECT LABOR (MAN-HOURS)										
		Senior Professional II	Senior Professional I	Professional	Analyst II	Analyst I	Senior Technical Support Staff	Technical Support Staff	Support Staff	MAN HOURS	SUB ($)	LABOR TOTAL
TASK	DESCRIPTION	$290.00	$220.00	$185.00	$165.00	$150.00	$200.00	$135.00	$90.00			
8.0	**Additional Stormwater Analysis**											
		4	10		60				6	80.0		$ 13,800
	Subtotals										***$ -***	***$ 13,800***
	LUMP SUM Fee	**4**	**10**	**0**	**60**	**0**	**0**	**0**	**6**	**80.0**	**$**	**13,800**

Kimley»Horn

City of Cocoa Task Order # 5 – London Blvd Ditch Piping

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the City of Cocoa ("City"), in accordance with the terms of the Continuing Services Agreement (Q-23-01-COC-C2) dated March 30, 2023.

PROJECT UNDERSTANDING

The overall objective of the London Blvd Ditch Piping (the "Project") is to replace the open ditch south of S Sherwood Circle from City of Cocoa Property (Parcel 24-35-13-01-P) to approximately 290 feet east of Winchester Drive with available city-owned 48" cast iron piping. Our project understanding is outlined below:

1. The City of Cocoa would like to increase stabilization and improve maintainability of the ditch south of S Sherwood Circle ("London Blvd Ditch"). See Figure 1 for approximate project location.
2. The project extents are from the junction box on the southwest corner of City Property, Parcel: 24-35-13-01-P to approximately 290 feet east of Westminster Drive. Ditch accepts runoff from the Sunoco Station to the south and from residential inflow along both the north and south banks which will need to be collected into the closed pipe network.
3. The City prefers that all trees on the north bank and all dead, dying, or invasive tree species on the south bank are removed during construction.
4. Pipe material recommendations will prioritize use of existing 48-inch Cast Iron Pipe (CIP) that is concrete-lined.



Figure 1 Project Location

SCOPE OF SERVICES

TASK 1 – Project Management

Kimley-Horn will perform project management and coordination services as outlined below:

- Coordination efforts with the surveyor subconsultant and geotechnical subconsultant on project deliverables, status, schedule and questions posed by the City.
- Attend up to one (1) virtual meeting with the City to discuss final deliverables provided.
- Project invoicing and accounting services to be provided by Kimley-Horn. This task assumes the project administration and clerical scope of work be performed over a period of 3 months.
-

TASK 2 – Survey

Kimley-Horn will engage a subconsultant to perform the following:

Preparation of a topographical survey. Topographical information along the ditch will be acquired which will include the following details:

- Jurisdictional line between City of Cocoa and Brevard County
- Structural inverts, pipe sizes, pipe material, grate elevation within the boundary shown below, including those under Westminster Drive.
- Cross sections every 10 ft along the ditch including toe of slope, top of bank, encountered water level and any other outlier inflection points,
- Location of Trees within project boundary



Figure 2 London Blvd Ditch Piping approximate project limits

Deliverables: Electronic files in CADD format as well as signed and sealed copy of topographic survey in PDF format, delivered electronically.

TASK 3 – *Hydrologic and Hydraulic Analysis*

Kimley-Horn will perform a hydrologic and hydraulic analysis of the existing conditions of the ditch including contributing drainage area, soils, surface roughness, and rainfall intensity.

Kimley-Horn will review available existing plans, as-builts, and SJRMWD permits for the contributing flow along the ditch, as seen in the image below from the City's Stormwater GIS.



Figure 1 Stormwater GIS for London Road Ditch Contributing Flows

Using the 25-year, 24-hour design storm as the level of service for design, Kimley-Horn will confirm whether the 48" piping proposed is sufficiently sized to fully contain the 25-year, 24-hour storm with a minimum of 1-foot of freeboard and non-erosive velocities. In the case where there are no SJRWMD permits or as-builts available infrastructure, Kimley-Horn will use City of Cocoa staff knowledge and Brevard County lidar to determine an assumed contributing drainage area for the incoming flow

Deliverables: Stormwater Memorandum summarizing results of the hydrologic and hydraulic analysis in PDF file format, delivered electronically, to be included in SJRWMD ERP Application Package.

TASK 4 – Permit Plans

Kimley-Horn will prepare permit plans and specifications reflecting the proposed model scenario model created in Task 3 for review by the City. Permit Plans in support of a SJRWMD ERP application will consist of the following:

- Cover Sheet
- General Notes
- Erosion Control and Demolition Plan & Details
- Grading and Drainage Plan
- Grading and Drainage Cross Sections & Details
- Surface Water Impact Map

All design drawings will be done in an AutoCAD Civil 3D 2024 or similar format and shall be at a legible scale for print reading and plan production.

Deliverables: Permit Plan Set and Preliminary Specification Package in PDF format delivered to City for Review. Kimley-Horn will address up to one (1) round of City comments on the Permit Plan Set for inclusion in SJRWMD ERP Application Package.

TASK 5 – SJRWMD Permitting

It is anticipated that the proposed improvements will require an SJRWMD Individual ERP. Kimley-Horn will coordinate and attend up to one (1) virtual pre-application meeting with SJRWMD ahead of the permit application submittal.

Kimley-Horn will complete Sections A, C, and E of the SJRWMD required forms for an SJRMWD Individual ERP. Kimley-Horn will prepare an electronic submittal of the SJRWMD Individual ERP Application Package using the SJRWMD e-permitting portal which shall include the following documents.

- Sections A, C, and E
  - Section A to include appropriate Owner and Applicant Signatures to be completed by City
- Stormwater Memorandum (Completed in Task 2)
- Permit Plan Set (Completed in Task 3)
- Copy of Topographic Survey (Completed in Task 1)

This task includes a response to up to two (2) Request for Available Information (RAI) from SJRWMD. Any additional RAIs or meetings with SJRWMD will be considered additional services. All application fees shall be paid by the City.

Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide hourly additional services to file for extensions, if applicable, provided the City issues a direct written request for each requested entitlement, prior to the dates of expirations.

TASK 6 – Bid Phase Services

Kimley-Horn will perform the following bid phase services.

A. "Permit Plans," will incorporate all comments from SJRWMD and the City to be progressed to "Issue for Bid Plans"
B. "Preliminary Specifications Package" will be updated per City comments and progressed to "Issue for Bid Specifications Package"
C. Kimley-Horn will prepare a final bid package to the City that incorporates Issue for Bid Plans and Issue for Bid Specifications Package .
D. Kimley-Horn will attend one (1) pre-bid meeting with the City for the project.
E. Kimley-Horn will respond to RAI's associated with the bidding of the project with the bidding contractors. The responses to RAI's during the bidding process will be billed hourly.
F. Kimley-Horn will review the bids and bidder qualifications. Following the review, Kimley-Horn will prepare a written recommendation for the award of the construction contract.

Deliverables: Issue for Bid Plan set in PDF format delivered to City for Review. Kimley-Horn will address up to one (1) round of City comments for inclusion in the final Issue for Bid Plan set.

TASK 7 – **Limited Construction Phase Services**

Kimley-Horn will be available to provide construction phase services, as requested, for the following services:

- Attend one (1) Pre-Construction meeting with Contractor and County staff
- Attend two (2) 2-hour site visits coordinated with the Client and/or the Contractor
- Attend up to three (3) construction progress meetings during construction in-person or virtually, as requested by the Client and the Contractor.
- Review and reply to up to four (4) sets of shop drawing submittals for the improvements controlled by the construction documents. Kimley-Horn will review up to two revisions for each set of shop drawings submitted.
- Provide written responses to the Client for up to four (4) contractor Requests for Information ("RFI")
- Review contractor pay requests. Final pay-application requests will be approved by the City
- Review of "as-built" documents, submitted by the General Contractor and certified by a registered surveyor, and assist with obtaining final inspections and Certifications of Completion
- Attend one (1) Final Walkthrough upon construction completion, as requested by City and Contractor
- Develop one (1) set of record drawing, as required, based on certified as-built information provided by contractor once approved by the City
- Submit As-Built Certification And Request for Conversion to Operation Phase to SJRWMD.

Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall the Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. This task does not include engineering inspection services. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

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ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at Kimley-Horn's contracted hourly rates. Additional services we can provide include, but are not limited to, the following:

- Wetland Delineation or Permitting
- Environmental Species Surveys
- Permitting assistance with agencies other than SJRWMD
- Boundary or ALTA Surveying Services
- Structural engineering services
- Geotechnical engineering services.
- Any services not specifically noted in the above Scope of Services.

INFORMATION PROVIDED BY CITY

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- As-Builts of London Blvd neighborhood outfalls, If available
- Existing Utility As-builts
- City of Cocoa Stormwater GIS
- Signatures on permit application documents
- Payment of permit application fees

SCHEDULE

Kimley-Horn will provide the services as expeditiously as possible to meet a mutually agreed upon schedule.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

METHOD OF COMPENSATION

Task 1 – Project Management	$3,495
Task 2 – Survey	$18,000
Task 3 – Hydrologic and Hydraulic Analysis	$8,005
Task 4 – Permit Plans	$15,000
Task 5 – SJRWMD Permitting	$13,020
Task 6 – Issue for Bid Plans	$12,000
Total Lump Sum Compensation	$69,520
Task 7 – Limited Construction Phase Services	$14,800
Total Cost Plus Max Compensation	$14,800

Services under this Work Order will be provided for a lump sum fee of **$69,520** and a Cost Plus Maximum Not-to-Exceed fee of **$14,800** in accordance with the terms and conditions of the Continuing Services Agreement between the City of Cocoa and Kimley-Horn, dated March 30, 2023. See Table A below, for cost breakdown.

Services provided under this Task Work Order will be invoiced on a monthly basis. All invoices will include a description of services provided.

In an effort to expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to _____

ATTACHMENTS: Fee Table

ACCEPTED:

THE CITY OF COCOA, FLORIDA	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY:_____
TITLE:_____	TITLE: _____
DATE:_____	DATE:_____

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: Task Order #5 - City of Cocoa London Blvd Ditch Piping
CLIENT: City of Cocoa
KHA PM: Mallory Clancy, P.E.

SHEET: 1 of 1
DATE: 4/23/2025

		DIRECT LABOR (MAN-HOURS)										
		Senior Professional II	Senior Professional I	Professional	Analyst II	Analyst I	Senior Technical Support Staff	Technical Support Staff	Support Staff	MAN HOURS	SUB ($)	LABOR TOTAL
TASK	DESCRIPTION	$290.00	$220.00	$185.00	$165.00	$150.00	$200.00	$135.00	$90.00			
1.0	**Project Management**											
		10.5							5	15.5		$ 3,495
2.0	**Survey (Sub-Consultant)**											
											$18,000	
3.0	**Hydrologic and Hydraulic Analysis**											
		12.5			26				1	39.5		$ 8,005
4.0	**Permit Plans**											
		18			40	20			2	80.0		$ 15,000
5.0	**SJRWMD Permitting**											
		12			30	30			1	73.0		$ 13,020
6.0	**Issue for Bid Plans**											
		18		12	26				3	59.0		$ 12,000
	Subtotals										***$ 18,000***	***$ 51,520***
	LUMP SUM Fee	**71**	**0**	**12**	**122**	**50**	**0**	**0**	**12**	**267.0**	**$**	**69,520**
7.0	**Limited Construction Phase Services**											
		20		24		28			4	76.0		$ 14,800
	Subtotals										***$ -***	***$ 14,800***
	COST-PLUS MAX Fee	**20**	**0**	**24**	**0**	**28**	**0**	**0**	**4**	**76.0**	**$**	**14,800**

Kimley»Horn

City of Cocoa Task Order # 5 – London Blvd Ditch Piping

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the City of Cocoa ("City"), in accordance with the terms of the Continuing Services Agreement (Q-23-01-COC-C2) dated March 30, 2023.

PROJECT UNDERSTANDING

The overall objective of the London Blvd Ditch Piping (the "Project") is to replace the open ditch south of S Sherwood Circle from City of Cocoa Property (Parcel 24-35-13-01-P) to approximately 290 feet east of Winchester Drive with available city-owned 48" cast iron piping. Our project understanding is outlined below:

1. The City of Cocoa would like to increase stabilization and improve maintainability of the ditch south of S Sherwood Circle ("London Blvd Ditch"). See Figure 1 for approximate project location.
2. The project extents are from the junction box on the southwest corner of City Property, Parcel: 24-35-13-01-P to approximately 290 feet east of Westminster Drive. Ditch accepts runoff from the Sunoco Station to the south and from residential inflow along both the north and south banks which will need to be collected into the closed pipe network.
3. The City prefers that all trees on the north bank and all dead, dying, or invasive tree species on the south bank are removed during construction.
4. Pipe material recommendations will prioritize use of existing 48-inch Cast Iron Pipe (CIP) that is concrete-lined.



Figure 1 Project Location

SCOPE OF SERVICES

TASK 1 – Project Management

Kimley-Horn will perform project management and coordination services as outlined below:

- Coordination efforts with the surveyor subconsultant and geotechnical subconsultant on project deliverables, status, schedule and questions posed by the City.
- Attend up to one (1) virtual meeting with the City to discuss final deliverables provided.
- Project invoicing and accounting services to be provided by Kimley-Horn. This task assumes the project administration and clerical scope of work be performed over a period of 3 months.
-

TASK 2 – Survey

Kimley-Horn will engage a subconsultant to perform the following:

Preparation of a topographical survey. Topographical information along the ditch will be acquired which will include the following details:

- Jurisdictional line between City of Cocoa and Brevard County
- Structural inverts, pipe sizes, pipe material, grate elevation within the boundary shown below, including those under Westminster Drive.
- Cross sections every 10 ft along the ditch including toe of slope, top of bank, encountered water level and any other outlier inflection points,
- Location of Trees within project boundary

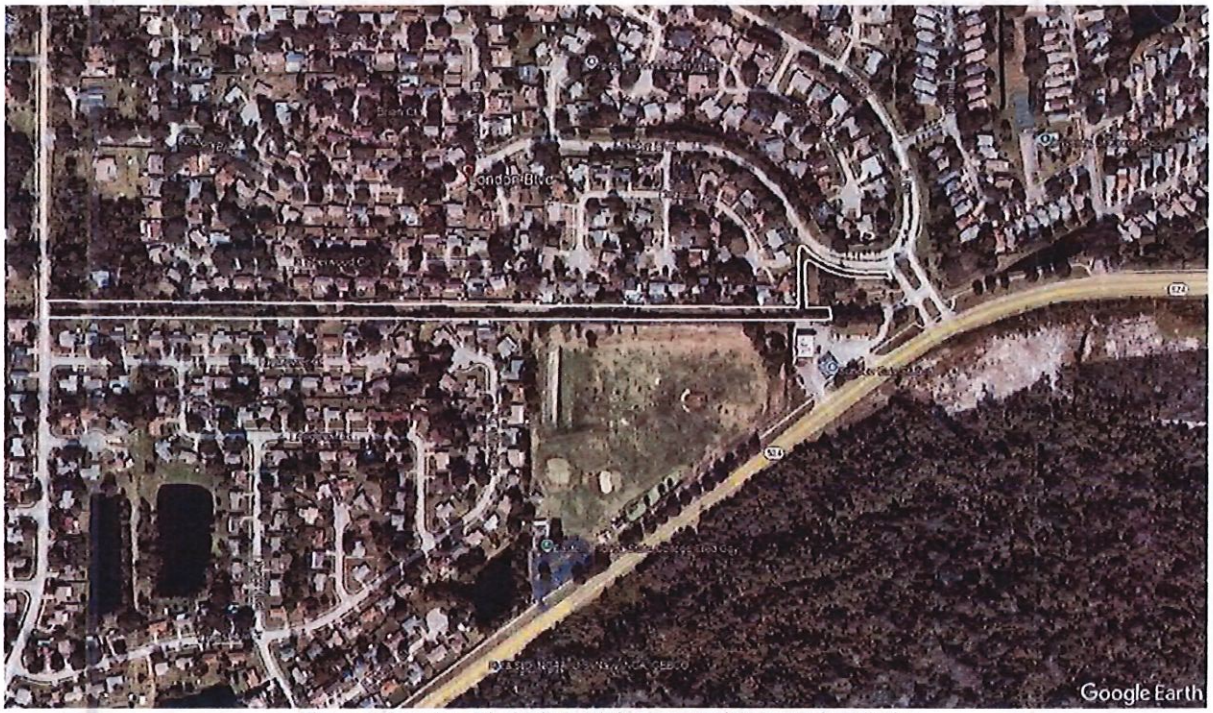


Figure 2 London Blvd Ditch Piping approximate project limits

Deliverables: Electronic files in CADD format as well as signed and sealed copy of topographic survey in PDF format, delivered electronically.

TASK 3 – *Hydrologic and Hydraulic Analysis*

Kimley-Horn will perform a hydrologic and hydraulic analysis of the existing conditions of the ditch including contributing drainage area, soils, surface roughness, and rainfall intensity.

Kimley-Horn will review available existing plans, as-builts, and SJRMWD permits for the contributing flow along the ditch, as seen in the image below from the City's Stormwater GIS.

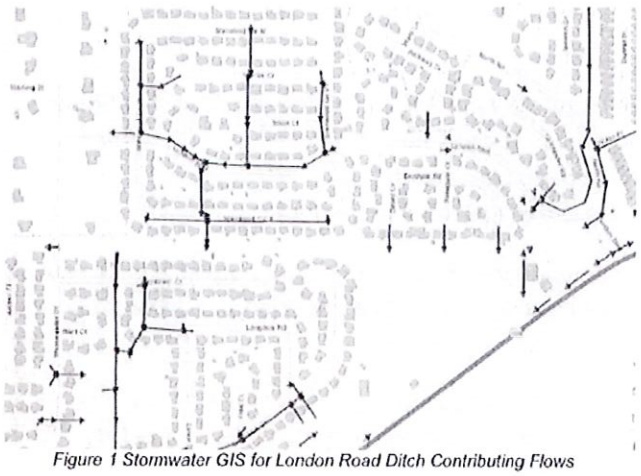


Figure 1 Stormwater GIS for London Road Ditch Contributing Flows

Using the 25-year, 24-hour design storm as the level of service for design, Kimley-Horn will confirm whether the 48" piping proposed is sufficiently sized to fully contain the 25-year, 24-hour storm with a minimum of 1-foot of freeboard and non-erosive velocities. In the case where there are no SJRWMD permits or as-builts available infrastructure, Kimley-Horn will use City of Cocoa staff knowledge and Brevard County lidar to determine an assumed contributing drainage area for the incoming flow

Deliverables: Stormwater Memorandum summarizing results of the hydrologic and hydraulic analysis in PDF file format, delivered electronically, to be included in SJRWMD ERP Application Package.

TASK 4 – Permit Plans

Kimley-Horn will prepare permit plans and specifications reflecting the proposed model scenario model created in Task 3 for review by the City. Permit Plans in support of a SJRWMD ERP application will consist of the following:

- Cover Sheet
- General Notes
- Erosion Control and Demolition Plan & Details
- Grading and Drainage Plan
- Grading and Drainage Cross Sections & Details
- Surface Water Impact Map

All design drawings will be done in an AutoCAD Civil 3D 2024 or similar format and shall be at a legible scale for print reading and plan production.

Deliverables: Permit Plan Set and Preliminary Specification Package in PDF format delivered to City for Review. Kimley-Horn will address up to one (1) round of City comments on the Permit Plan Set for inclusion in SJRWMD ERP Application Package.

TASK 5 – SJRWMD Permitting

It is anticipated that the proposed improvements will require an SJRWMD Individual ERP. Kimley-Horn will coordinate and attend up to one (1) virtual pre-application meeting with SJRWMD ahead of the permit application submittal.

Kimley-Horn will complete Sections A, C, and E of the SJRWMD required forms for an SJRMWD Individual ERP. Kimley-Horn will prepare an electronic submittal of the SJRWMD Individual ERP Application Package using the SJRWMD e-permitting portal which shall include the following documents.

- Sections A, C, and E
  - Section A to include appropriate Owner and Applicant Signatures to be completed by City
- Stormwater Memorandum (Completed in Task 2)
- Permit Plan Set (Completed in Task 3)
- Copy of Topographic Survey (Completed in Task 1)

This task includes a response to up to two (2) Request for Available Information (RAI) from SJRWMD. Any additional RAIs or meetings with SJRWMD will be considered additional services. All application fees shall be paid by the City.

Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide hourly additional services to file for extensions, if applicable, provided the City issues a direct written request for each requested entitlement, prior to the dates of expirations.

TASK 6 – Bid Phase Services

Kimley-Horn will perform the following bid phase services.

A. "Permit Plans," will incorporate all comments from SJRWMD and the City to be progressed to "Issue for Bid Plans"
B. "Preliminary Specifications Package" will be updated per City comments and progressed to "Issue for Bid Specifications Package"
C. Kimley-Horn will prepare a final bid package to the City that incorporates Issue for Bid Plans and Issue for Bid Specifications Package .
D. Kimley-Horn will attend one (1) pre-bid meeting with the City for the project.
E. Kimley-Horn will respond to RAI's associated with the bidding of the project with the bidding contractors. The responses to RAI's during the bidding process will be billed hourly.
F. Kimley-Horn will review the bids and bidder qualifications. Following the review, Kimley-Horn will prepare a written recommendation for the award of the construction contract.

Deliverables: Issue for Bid Plan set in PDF format delivered to City for Review. Kimley-Horn will address up to one (1) round of City comments for inclusion in the final Issue for Bid Plan set.

TASK 7 – Limited Construction Phase Services

Kimley-Horn will be available to provide construction phase services, as requested, for the following services:

- Attend one (1) Pre-Construction meeting with Contractor and County staff
- Attend two (2) 2-hour site visits coordinated with the Client and/or the Contractor
- Attend up to three (3) construction progress meetings during construction in-person or virtually, as requested by the Client and the Contractor.
- Review and reply to up to four (4) sets of shop drawing submittals for the improvements controlled by the construction documents. Kimley-Horn will review up to two revisions for each set of shop drawings submitted.
- Provide written responses to the Client for up to four (4) contractor Requests for Information ("RFI")
- Review contractor pay requests. Final pay-application requests will be approved by the City
- Review of "as-built" documents, submitted by the General Contractor and certified by a registered surveyor, and assist with obtaining final inspections and Certifications of Completion
- Attend one (1) Final Walkthrough upon construction completion, as requested by City and Contractor
- Develop one (1) set of record drawing, as required, based on certified as-built information provided by contractor once approved by the City
- Submit As-Built Certification And Request for Conversion to Operation Phase to SJRWMD.

Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall the Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. This task does not include engineering inspection services. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

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ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at Kimley-Horn's contracted hourly rates. Additional services we can provide include, but are not limited to, the following:

- Wetland Delineation or Permitting
- Environmental Species Surveys
- Permitting assistance with agencies other than SJRWMD
- Boundary or ALTA Surveying Services
- Structural engineering services
- Geotechnical engineering services.
- Any services not specifically noted in the above Scope of Services.

INFORMATION PROVIDED BY CITY

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- As-Builts of London Blvd neighborhood outfalls, If available
- Existing Utility As-builts
- City of Cocoa Stormwater GIS
- Signatures on permit application documents
- Payment of permit application fees

SCHEDULE

Kimley-Horn will provide the services as expeditiously as possible to meet a mutually agreed upon schedule.

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METHOD OF COMPENSATION

Task 1 – Project Management	$3,500
Task 2 – Survey	$18,000
Task 3 – Hydrologic and Hydraulic Analysis	$8,000
Task 4 – Permit Plans	$15,000
Task 5 – SJRWMD Permitting	$13,000
Task 6 – Issue for Bid Plans	$12,000
Total Lump Sum Compensation	$69,500
Task 7 – Limited Construction Phase Services	$14,800
Total Cost Plus Max Compensation	$14,800

Services under this Work Order will be provided for a lump sum fee of **$69,500** and a Cost Plus Maximum Not-to-Exceed fee of **$14,800** in accordance with the terms and conditions of the Continuing Services Agreement between the City of Cocoa and Kimley-Horn, dated March 30, 2023.

Services provided under this Task Work Order will be invoiced on a monthly basis. All invoices will include a description of services provided.

In an effort to expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to _____

ATTACHMENTS: Fee Table

ACCEPTED:

THE CITY OF COCOA, FLORIDA

BY: Michael C. Blake

TITLE: Mayor

DATE: 5/13/25

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

TITLE: Senior Associate

DATE: 5/20/25

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Civil Engineering	2025-11
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 04/09/25 City Bid Number: Q-23-01-COC AMOUNT: $ 84,320.00

Vendor Name: Kimley Horn Quote/Proposal Number: 5

Dept. Number/Division Name: 3570 / Stormwater

Project Name: London Ditch Project Number: SW24LB

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

Survey, Design, and Permitting of London Ditch. This project will re-install approximately 2,300 linear feet of 48 inch ductile iron pipe with various structures.

Task 1 – Project Management $3,495, Task 2 – Survey $18,000, Task 3 – Hydrologic and Hydraulic Analysis $8,005, Task 4 – Permit Plans $15,000, Task 5 – SJRWMD Permitting $13,020, Task 6 – Issue for Bid Plans $12,000, Total Lump Sum Compensation $69,520, Task 7 – Limited Construction Phase Services $14,800, Total Cost Plus Max Compensation $14,800

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 350,000.00

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

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

Frank Mirabito Digitally signed by Frank Mirabito Date: 2025.04.09 10:16:24 -04'00'

Requestor

Abigail Morgan Digitally signed by Abigail Morgan Date: 2025.04.11 13:40:10 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2025-11

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2025.04.24 15:57:50 -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.

RESOLUTION NO. 2026-040

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 LONDON DITCH DESIGN, PERMIT, AND CONSTRUCT PROJECT IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $15,000 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 June 9, 2026, the City Council authorized the City Manager to proceed with the London Ditch Design, Permit, and Construct, 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 London Ditch Design, Permit, and Construct project, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $113,120 budgeted by the City Council for the project inclusive of the $15,000 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 June 9, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY2026- 068-T

Select Adjustment Type: Budget Transfer | Requesting Department #: Public Works | Date Prepared: 5/21/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 28,800)	423-3570-538.39-00	STORMWATER UTILITY / CONTINGENCY		($ 28,800)	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 28,800) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 28,800	423-3570-538.63-00	STORMWATER UTILITY / INFRASTRUCTURE		$ 28,800	SW24LB
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 28,800 Total					

Reason/Justification for Adjustment:

Moving funding from contingency to infrastructure for a task order amendment to Kimley Horn for additional stormwater analysis related to the design for the London Boulevard Ditch project as well as $15,000 project contingency..
Agenda# 2026-424

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-040

*~*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: 2026.05.21 14:11:09 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov Date: 2026.05.27 09:48:32 -04'00'
Finance Approval Signature

Finance Director's Signature

Abigail Morgan — Digitally signed by Abigail Morgan Date: 2026.05.21 14:26:29 -04'00'
Department Director's Signature

Lora Howell — Digitally signed by Lora Howell DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov Date: 2026.05.28 08:39:32 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	May 1, 2026
Agenda Date:	June 9, 2026
File ID:	2026-370
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director
Requested Action:	Approve a Resolution Amending the FY 2026 budget, BAF 26-058-A, to cover the costs of the technical incident emergency declared at the February 19th special meeting.

BACKGROUND:

At a special meeting held on February 19th, an emergency was declared following a technical incident that occurred for the City, The City Manager was granted temporary authority to sign off on purchases during the emergency period. The attached amendment provides budget for the charges incurred during the emergency period that ended April 7. In accordance with the Financial Operations Manual, the costs incurred that were recurring in nature were charged against a recurring revenue source, with any future costs to be incurred budgeted in their respective departments. It is anticipated that there will be an insurance recovery for some portion of the costs, but the exact amount is unknown at this time.

PRIORITY AREA CONNECTION:

Organizational Effectiveness
Public Safety/Community Standards

BUDGETARY IMPACT:

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

Source/Use of Funds

Account Number	Amount
001-0000-389.99-50	$657,511
001-0000-369.90-00	$143,311
421-0000-389.99-50	$2,808
001-1601-525.31-00	$638,062
001-1601-525.31-01	$75,000
001-1601-525.42-00	$1,195
001-1601-525.51-00	$64
001-1601-525.52-00	$2,200
001-1601-525.56-15	$84,301
421-4011-525.51-00	$688
421-4011-525.56-15	$2,120

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2026 budget, BAF 26-058-A, to cover the costs of the technical incident emergency declared at the February 19th special meeting.

RESOLUTION NO. 2026-041

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 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, in a Regular meeting assembled on the 9TH day of June 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	May 25, 2026
Agenda Date:	June 9, 2026
File ID:	2026-428
Prepared By:	Gail Bantugan, Leisure Services Manager
Through:	Samantha Senger, Communications & Economic Development Director
Requested Action:	Approval of the requested street closure outside the Central Business District.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018. The approval of this request will bring the total number of closures outside the CBD to 8. The street closures within the Central Business District is 24.

Independence Day- The Davis Family Street Celebration, Saturday, July 4th, 2026 (3:00pm-9:00pm)
Rosa L. Jones Between South Carolina Avenue and Varr Avenue
Total Closure - One Day

Detour options (map attached):

- Option 1: Right on Kentucky Ave. Left on Counts St. Left on S Carolina Ave. Right on Rosa L. Jones Dr.
- Option 2: Right on Kentucky Ave. Left on Counts St. Left on S Georgia Ave. Right on Rosa L. Jones Dr.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

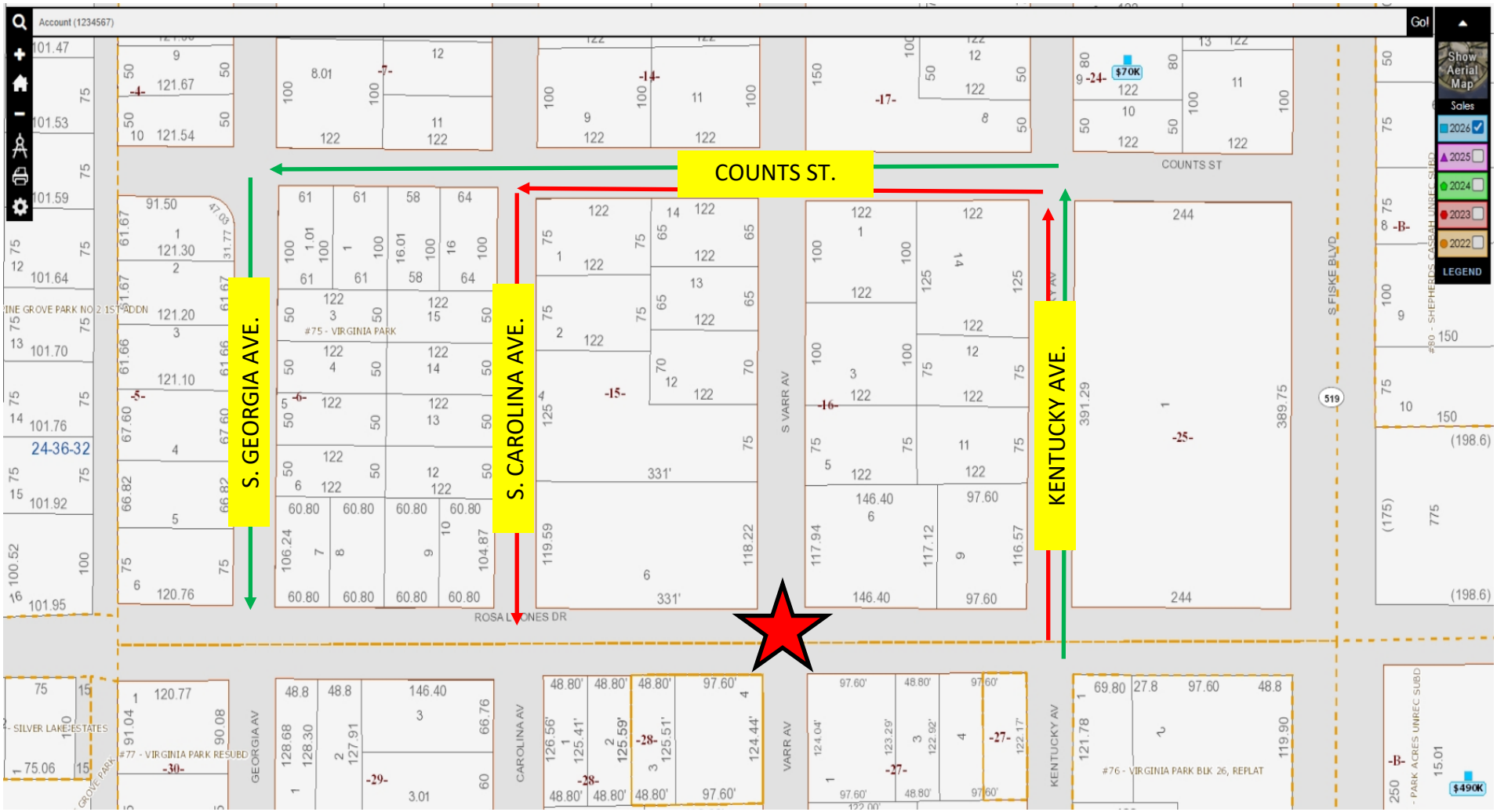
The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

This is a new request

RECOMMENDED MOTION:

Approval of the Street Closure Request



Options 1

Right on Kentucky Ave.

Left on Counts St.

Left on S Carolina Ave.

Right on Rosa L. Jones Dr.

Option 2

Right on Kentucky Ave.

Left on Counts St.

Left on S Georgia Ave.

Right on Rosa L. Jones Dr.

CITY COUNCIL AGENDA ITEM

Memo Date:	May 28, 2026
Agenda Date:	June 9, 2026
File ID:	2026-451
Prepared By:	Susan Lambert, Police Administrative Technician
Through:	Evander Collier, Police Chief
Requested Action:	Council Approval to accept the revised Victim of Crime Act (VOCA) grant award for FY26 of $107,616, project number GR2601, grant number VOCA-C-2025-City of Cocoa Police Department-00181, and Approve a Resolution Amending the FY26 Budget, BAF#26-070-A for $4,777.00.

BACKGROUND:

Victim of Crimes Act (VOCA) grant funds are intended to support victims of crime through the provision of direct services that address victims' emotional and physical needs, promote stabilization following victimization, facilitate informed participation in the criminal justice process, and enhance victim safety and security.

The Cocoa Police Department remains committed to reducing crime and improving public safety by strengthening community awareness and support for crime victims. The Victim Advocate plays a critical role in this effort by serving as a liaison between victims and law enforcement, ensuring timely communication regarding case status, and equipping victims with information and resources designed to mitigate the risk of re-victimization.

Continued funding for this initiative is essential to maintaining and expanding victim support services within the City of Cocoa. According to the Cocoa Police Department's 2025 offense data, reported through the Florida Incident Based Reporting System (FIBRS), the Department handled 5,431 cases, including 1,761 identified crime victims, of which 921 involved domestic violence-related offenses. During FY2024–2025, the Victim Services Unit provided services to 529 crime victims, with a primary focus on violent crime and domestic violence. Of the 1,761 total individuals encountered during the FY24/25 grant cycle, it is estimated that approximately 30 percent were either not crime victims or did not require direct victim services, resulting in an estimated 1233 individuals requiring substantive victim advocacy and support.

The Victim Services Program, established on October 1, 2013, has demonstrated consistent and measurable success. As program awareness has increased among residents, demand for victim advocacy services has grown accordingly. The Victim Advocate provides comprehensive services, including crisis intervention, case follow-up, personal advocacy, criminal justice system support, referrals to community organizations, emotional support, assistance with property return, assistance with filing crime victim compensation claims, injunctions for protection, court accompaniment, transportation coordination, and translation services. Over time, the scope of services

has expanded beyond domestic violence and violent crime to include victims of burglary, assault and battery, homicide, robbery, fraud, elder abuse, arson, bullying, child neglect and exposure to domestic violence, sexual abuse, human trafficking, identity theft and other financial crimes, stalking, harassment, teen dating violence, and violations of court orders.

The Victim Advocate has established and maintained essential partnerships with criminal justice agencies and local service providers, resulting in improved service coordination and positive outcomes for victims who may otherwise lack access to critical resources. The program has become an integral component of the City of Cocoa's public safety infrastructure.

The Office of the Attorney General (OAG) has previously advised all VOCA subrecipients that statewide VOCA funding allocations from the U.S. Department of Justice were reduced by 26 percent in FY2023–2024 and by 38 percent in FY2022–2023, although there was no additional reduction in FY2024–2025. While the Florida Legislature has provided supplemental funding in recent years to partially offset these reductions, the OAG has cautioned that such backfill funding is not guaranteed on an ongoing basis. Despite these mitigation efforts, the City of Cocoa's VOCA awards have stagnated and begun to decline, decreasing from $118,921 in FY21/22 and FY22/23 to $112,393 in FY23/24, notwithstanding rising personnel costs associated with wage adjustments and increasing employee benefit expenses. The City requested the same funding amount of $112,393 for the FY24/25 grant year, and that amount was granted. In FY 25/26, the City again requested $112,393; however, that amount was reduced to $107,616.

Compared to prior years, VOCA funding no longer fully offsets the personnel and operating costs associated with maintaining two Victim Advocate positions. Continued decreases in grant awards, coupled with rising labor and benefit costs, will require the City to evaluate the allocation of additional local funding to sustain the Victim Services Program. Absent such investment, the City risks diminishing its capacity to provide essential victim advocacy services that support public safety and community well-being.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes, however a reduced budget adjustment form is attached.
If not budgeted, is amendment / transfer attached? Yes.

$112,393 was budgeted in fiscal year 2026 due to this being a reimbursement salary grant.

Source/Use of Funds

Account Number	Amount	Project number
001-0000-331.20-33	($4,777)	GR2601

001-2100-521.12-00 ($4,777) GR2601

PREVIOUS ACTION:
Council approved the application process on February 10, 2026, agenda item 2026-29.

RECOMMENDED MOTION:
Council Approval to accept the revised Victim of Crime Act (VOCA) grant award for FY26 of $107,616, project number GR2601, grant number VOCA-C-2025-City of Cocoa Police Department-00181, and Approve a Resolution Amending the FY26 Budget, BAF#26-070-A for $4,777.00.

JAMES UTHMEIER
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Associate Deputy Attorney General for
Criminal Justice Programs

Joseph Spataro
PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-3013
https://www.myfloridalegal.com

September 26, 2025

Mr. Stockton Whitten, City Manager
City of Cocoa Police Department
65 Stone Street
Cocoa, Florida 32922-7982

Dear Mr. Whitten:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that City of Cocoa Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2025-2026 funding cycle.

Our office would like to thank those agencies that submitted a response to the September 9, 2025, letter requesting input on the award process. The comments were very helpful and the award amounts were calculated taking into consideration the responses submitted. Ultimately, this office decided to concentrate the small reduction necessary in the 2025-2026 grant awards on those agencies awarded larger grants. Those agencies that had a 2024-2025 award of $100,000 or lower will not receive a reduction.

Our office submitted a request to the U.S. Department of Justice, Office for Victims of Crime, to extend the project period for the 2021 VOCA allocation. Until a decision is received from the federal government, our office can only award funds based on what is currently authorized. If the U.S. Department of Justice approves our request for extension, that decision may unlock additional funds that could be requested at a later date.

If you have any questions, please direct them to the Bureau of Advocacy and Grants Management at (850) 414-3380 or contact.voca@myfloridalegal.com. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

Joseph Spataro
Associate Deputy Attorney General

FY 2025/2026
(Grant Period October 1, 2025, through September 30, 2026)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

City of Cocoa Police Department

GRANT NO: VOCA-C-2025-City of Cocoa Police Department-00181

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the City of Cocoa Police Department, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2025/2026 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2025/2026 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2025, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2026. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement)

with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. Failure of the Provider to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the Provider has complied. The online registration can be completed at: https://vendor.myfloridamarketplace.com. If the Provider needs assistance in registering, the Provider may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com. Failure of the Provider to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Unique Entity Identifier (UEI). The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a UEI number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e.,

unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANTS SYSTEM REQUIREMENT

The Provider's administrator has the authority to grant access to the E-Grants system to the Provider's employees. The Provider will immediately remove access to the E-Grants system when an employee is no longer employed at the Provider's agency or when an employee's access is no longer necessary to perform their job duties at the Provider's agency. The Provider will perform quarterly checks to ensure that only authorized employees have access to the E-Grants system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition of equipment will only be considered for VOCA grant funded positions that are approved at 100% in the budget.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $107,616.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these timeframes, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in

either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the

written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 24. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 25. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 26. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this

Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 27. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 28. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at https://www.ojp.gov/program/civil-rights-office/about.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the DOJ, Office of Justice Programs, to assist with policy and procedure development is available at https://www.ojp.gov/program/civil-rights-office/about.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2025-2026 grant period and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2025. The training modules are available at https://www.ojp.gov/program/civil-rights/video-training-grantees/overview. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 29. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 30. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2025-City of Cocoa Police Department-00181 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (City of Cocoa Police Department) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications, websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The City of Cocoa Police Department is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 31. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.e-verify.gov/, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 32. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights

under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 33. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 34. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the State of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 35. COMPLIANCE WITH RESPECT

PURSUANT TO SECTION 413.036(3), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

ARTICLE 36. COMPLIANCE WITH PRIDE

PURSUANT TO SECTION 946.515(2), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

ARTICLE 37. PROCUREMENT OF MATERIALS WITH RECYCLED CONTENT

Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.

ARTICLE 38. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

As applicable, the Provider must comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. The act prohibits the inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the OAG.

ARTICLE 39. FEDERAL LAW RIGHTS TO INVENTIONS

As applicable, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."

ARTICLE 40. FEDERAL CLEAN AIR ACT

As applicable, and if this Agreement is over $100,000.00, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. The Provider must report any violations of the above to the OAG.

ARTICLE 41. PRO-CHILDREN ACT OF 1994

As applicable, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. If applicable, the Provider must also include a similar provision in any subcontracts it enters under this Agreement.

ARTICLE 42. FEDERAL SUSPENSION AND DEBARMENT LIST

As applicable, the Provider agrees to comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 and warrants none of the Provider's 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). The Provider must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction (as defined by federal law) it enters into. Provider must notify the OAG immediately if it or any of the Provider's employees, affiliates or subcontractors are included on the Federal Suspension or Debarment Lists.

ARTICLE 43. INSPECTION OF RECORDS

In accordance with section 216.1366, Florida Statutes, the OAG is authorized to inspect the: (a) financial records, papers, and documents of the Provider that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Provider which the OAG determines are necessary to monitor the performance of this Agreement or to ensure that the Agreement terms are being met. The Provider must provide such records, papers, and documents requested by the OAG within 10 business days after the request is made.

ARTICLE 44. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2025-2026 grant application in the E-Grants Management

System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and City of Cocoa Police Department, have executed this Agreement.

Authorizing Official

Stockton Whitten
Print Name

Jan 9, 2026
Date

Greg Slemp
OAG Authorizing Official

Greg Slemp
Print Name

01/27/2026
Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

F596000292
FEID# of Provider

Flair Code

* Provided for use if multiple signatures are required by your organization.

Office of the Attorney General
Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	**Office of the Attorney General Victims of Crime Act Grant**	**2025-2026**
Subrecipient Name and Address City of Cocoa Police Department 65 Stone Street Cocoa, Florida 32922-7982	OAG Grant Number VOCA-C-2025-City of Cocoa Police Department-00181	
Subrecipient UEI Number NY71W5M2KSR7	Project Period: From 10/1/2025 To 9/30/2026	
Subrecipient IRS/Vendor/FEIN Number 59-6000292	Budget Period: From 10/1/2025 To 9/30/2026	
Project Title OVC FY 21 VOCA Victim Assistance Formula OVC FY 22 VOCA Victim Assistance Formula	Award Date 10/1/2025	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $107,616.00	Total Award $107,616.00
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.		
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance		
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.		
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period, Award Date 2021-2022: From 10/1/2020 to 9/30/2026 2022-2023: From 10/1/2021 to 9/30/2026	
OVC Federal Award Number 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021 2022-15POVC-22-GG-00725-ASSI Awarded 08-25-2022	OVC Total Award to OAG $66,670,292 $91,878,955	
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380	
Signature, OAG Authorizing Official, Date 01/27/2026	Signature, Agency Executive Director, Date 1/9/2026	

City of Cocoa Police Department-00181

Final Audit Report 2026-01-27

Created:	2026-01-09
By:	Rebekah Smith (rebekah.smith@myfloridalegal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtthw2hpxK-liCI4vsGAri4OwnF8yXdZt

"City of Cocoa Police Department-00181" History

Document created by Rebekah Smith (rebekah.smith@myfloridalegal.com)
2026-01-09 - 3:54:41 PM GMT- IP address: 164.51.33.5

Document emailed to Greg Slemp (greg.slemp@myfloridalegal.com) for signature
2026-01-09 - 9:53:36 PM GMT

Email viewed by Greg Slemp (greg.slemp@myfloridalegal.com)
2026-01-10 - 7:30:35 AM GMT- IP address: 3.214.166.213

New document URL requested by Greg Slemp (greg.slemp@myfloridalegal.com)
2026-01-27 - 3:05:47 PM GMT- IP address: 164.51.33.5

Email viewed by Greg Slemp (greg.slemp@myfloridalegal.com)
2026-01-27 - 3:07:20 PM GMT- IP address: 104.47.65.254

Document e-signed by Greg Slemp (greg.slemp@myfloridalegal.com)
Signature Date: 2026-01-27 - 3:09:02 PM GMT - Time Source: server- IP address: 164.51.33.5

Agreement completed.
2026-01-27 - 3:09:02 PM GMT

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Acrobat Sign

Susan Lambert

From: Monique Drew
Sent: Friday, May 29, 2026 11:35 AM
To: Zoie Badalov; Susan Lambert
Subject: FW: General Inquiry

FYI

Monique Drew
Grant Accountant

Phone: (321) 433-8914
E-Mail: mdrew@cocoafl.org
Address: 65 Stone Street • Cocoa, FL 32922
Website: www.CocoaFL.gov

Serving our community with P.R.I.D.E.

From: Contact VOCA <Contact.VOCA@myfloridalegal.com>
Sent: Friday, May 29, 2026 11:33 AM
To: Gregory Browder <gbrowder@cocoafl.gov>
Cc: Monique Drew <mdrew@cocoafl.gov>
Subject: Re: General Inquiry

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Good morning,

At this time, matching funds are not required to be included.

Thank you,

Bureau of Advocacy & Grants Management
Office of Attorney General James Uthmeier
PL 01, The Capitol
Tallahassee, FL 32399-1050
(850) 414-3380

From: Gregory Browder <gbrowder@cocoafl.gov>
Sent: Friday, May 29, 2026 11:21 AM
To: Contact VOCA <Contact.VOCA@myfloridalegal.com>
Cc: Monique Drew <mdrew@cocoafl.gov>
Subject: General Inquiry

Hi VOCA Team. For the FY26-FY27 VOCA application, is there a match requirement?

Best Regards,

Gregory Browder
Economic Development Specialist and Grants Writer

Phone: (321) 433-8684
E-Mail: gbrowder@cocoafl.gov
Address: 65 Stone Street • Cocoa, FL 32922
Website: www.CocoaFL.gov



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

RESOLUTION NO. 2026-043

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 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, in a Regular meeting assembled on the 9th day of June 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2026- 070-A

Select Adjustment Type: Budget Amendment | Requesting Department #: 2100 | Date Prepared: 5/29/26

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 4,777)	001-0000-331.20-33	VOCA-2025-COCOA PD 00-181	$ 112,393	$ 107,616	GR2601
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 4,777) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 4,777)	001-2100-521.12-00	Law Enforcement/Salaries	$ 112,393	$ 107,616	GR2601
			$ 0	$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 4,777) Total					

Reason/Justification for Adjustment:

The VOCA Grant award for the 2025-2026 funding cycle is only $107,616. The Department budgeted $112,393 based on the prior year's award. This is to true up the VOCA grant
Agenda# 2026-451

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-043

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Requestor's Signature	Finance Approval Signature	Finance Director's Signature
Susan Lambert Digitally signed by Susan Lambert DN: cn=Susan Lambert, ou=PD, email=slambert@cocoapolice.com Date: 2026.05.28 14:05:16 -04'00'	Zoie Badalov Digitally signed by Zoie Badalov DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov Date: 2026.05.29 16:07:10 -04'00'	
Department Director's Signature	Deputy Finance Director's Signature	City Manager's Signature
5/29/26 1:21:35 PM	Lora Howell Digitally signed by Lora Howell DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov Date: 2026.06.02 10:32:06 -04'00'	

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	May 27, 2026
Agenda Date:	June 9, 2026
File ID:	2026-438
Prepared By:	Samantha Senger, Communications & Economic Development Director
Through:	Stockton Whitten, City Manager
Requested Action:	Approval of a multi-year purchase with Civic Plus for ADA document compliance software from Feb 11, 2026 - Sep 30, 2027. Authorize CM to execute related agreements and amendments.

BACKGROUND:

The City is required to ensure that its public-facing website content complies with federal accessibility requirements under the Americans with Disabilities Act (ADA) and related U.S. Department of Justice web accessibility guidance. Municipal documents posted online, including PDFs and other file formats, must be accessible to individuals with disabilities, including users who rely on screen readers and other assistive technologies.

Currently, many uploaded documents require manual remediation to meet accessibility standards, which is time-consuming and resource intensive. CivicPlus DocAccess is a software solution designed specifically for local government websites that automatically scans, remediates, and converts posted documents into ADA-compliant, accessible formats. The software will assist the City in improving website accessibility, reducing compliance risk, enhancing public access to information, and supporting ongoing adherence to federal web accessibility requirements.

Implementation of this product will help streamline document accessibility efforts, improve transparency and usability for all residents, and support the City’s commitment to inclusive digital services.

Payment Schedule:
4/1/2026-9/30/2026: $2,052
10/1/2026-9/30/2027: $6,808

Term of the agreement is 2/11/26-9/30/27 with the option to renew for FY28 with a 5% uplift.
Fiscal Years 27 and 28 will be included in the adopted budget.

This is a multi-year agreement requiring approval from Council. The agreement was signed previously since it was part of our Civic Plus contract of services. Bringing it to Council for approval since it is a multi-year agreement.

We currently budget for and utilize a Civic Plus service called Monsido which helps us identify non-compliant PDFs and items on our website. Doc Access converts those PDFs to a compliant format, saving staff time remediating PDF files to add to the website. We currently budget about $5,000 for Monsido. We will be discontinuing that service to utilize Doc Access.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
Budgeted? Yes
Account 001-1906-513.56-15

PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Approval of a multi-year purchase with Civic Plus for ADA document compliance software from Feb 11, 2026 - Sep 30, 2027. Authorize CM to execute related agreements and amendments.

✓ Agreement was successfully signed by Stockton Whitten on February 11, 2026 at 11:56 AM EST. Agreement is in effect until October 1, 2027.

DocAccess

Accessible Document Service Proposal

Transform Your PDFs into Fully Accessible, Searchable, and Translatable Documents

PREPARED FOR

Stockton Whitten
City Manager
City of Cocoa, FL
jbraudrick@cocoafl.gov

PREPARED BY

Patrick McCann-Kingston
Business Development Representative
DocAccess by CivicPlus
patrick@getstreamline.com
(916) 900-6619

Executive Summary

City of Cocoa, FL faces a critical deadline for PDF accessibility compliance. After analyzing **954** links across its web properties, the DocAccess tool discovered at least **680** documents that can—and need to be—served in an accessible format. With this agreement, DocAccess will ensure **all publicly available documents** are served in an accessible format. Traditional remediation of just the documents identified would cost approximately **$339,738** or could take **203 weeks** of dedicated staff time.

DocAccess offers an immediate, cost-effective solution at just $6,808/year — that's **98%** less than traditional remediation in the first year alone, with instant deployment and ongoing compliance.

The Accessibility Challenge

Under the Americans with Disabilities Act (ADA) and recent Department of Justice guidelines, all public-facing digital content must be accessible to people with disabilities. This includes:

- ✓ Meeting WCAG 2.1 AA standards for all PDF documents
- ✓ Providing equal access to information for all users
- ✓ Avoiding costly lawsuits and compliance penalties
- ✓ Serving your community's **15-20%** of residents with disabilities
- ✓ **According to American Community Survey 2018–2022 5-year estimates for Cocoa, FL, roughly 13–15% of residents speak a language other than English at home, with Spanish being the largest, followed by Haitian Creole and other Indo-European languages. This level of language diversity indicates a meaningful need for translated public documents and forms.**

The DocAccess Solution

DocAccess transforms your existing PDFs into fully accessible documents without changing your files or website structure. Our cloud-based solution provides:

Instant Accessibility

Automatic conversion to screen-reader compatible HTML with proper semantic structure and WCAG 2.1 AA compliance.

250 Language Translation

Real-time translation powered by Google Translate, prioritizing languages spoken in your service area.

AI-Powered Search & Q&A

Users can search within documents and ask questions in plain language, getting instant answers in their preferred language.

Live Visual Interpretation

24/7 access to professional interpreters via Aira for users who need additional assistance - included at no extra cost.

Mobile Optimization

Responsive design ensures perfect viewing on all devices, from smartphones to desktop computers.

Smart Image Description

AI-generated comprehensive alt-text for all images, charts, maps, and diagrams following WCAG best practices.

⚖️ Standards & Laws We Help You Meet

🏛️ ADA Title II & III

Compliance with Americans with Disabilities Act requirements for public entities and places of public accommodation.

📋 Section 508

Federal accessibility standard required for all federal agencies and contractors.

🌐 WCAG 2.1 AA

International Web Content Accessibility Guidelines—the gold standard for digital accessibility.

📄 PDF/UA (ISO 14289)

We test your documents against the International standard for universally accessible PDF documents.

✅ Every Plan Includes

- ✓ **Unlimited document views** — No per-view charges, ever
- ✓ **Automatic new document processing** — New PDFs are processed as they're published
- ✓ **250 language translation** — Real-time translation powered by Google Translate
- ✓ **AI-powered Q&A** — Users can ask questions about document content in plain language
- ✓ **Live visual interpretation** — 24/7 Aira access for users who need additional assistance
- ✓ **Compliance dashboard** — Monitor your accessibility status in real-time

✓ **No setup fees** — Simple installation, no hidden costs

📊 How DocAccess Compares to Other Municipal Services

Annual cost per resident comparison

Fire Protection (avg)	**$150-300/resident**
Parks & Recreation (avg)	**$80-150/resident**
Library Services (avg)	**$30-60/resident**
Elections Administration	**$5-15/resident**
💥 **DocAccess (full ADA compliance)**	**~$0.36/resident**

💰 Why Not Traditional Remediation?

❌ Traditional PDF Remediation

- $7-15+ per page, one-time
- 20+ minutes of staff time per page
- Requires reprocessing when documents update
- No translation or search functionality
- You own the compliance burden forever

✅ DocAccess Solution

- Predictable annual pricing
- Instant processing—no staff time required
- Automatically handles document updates
- Includes translation, search, and Q&A
- We handle compliance—you focus on your mission

Technical Excellence & Compliance

DocAccess is built on industry-leading standards and partnerships:

- ✓ Testing PDFs for WCAG 2.1 AA and PDF/UA compliance verified by VeraPDF validation
- ✓ Section 508 and ADA Title II & III compliance
- ✓ ISO 14289 (PDF/UA) standard adherence
- ✓ Tested with all major screen readers (JAWS, NVDA, VoiceOver)
- ✓ Regular audits by accessibility experts
- ✓ Continuous improvement through user and community feedback

Simple Implementation Process

1

Quick Installation (15 minutes)

Add one line of code to your website - similar to Google Analytics. Works with any CMS or platform.

2

Automatic Processing (24 hours)

DocAccess scans and processes all your PDFs, creating accessible versions without touching your original files.

3

Go Live & Stay Compliant

Your PDFs are now served in an accessible, translatable, and mobile-friendly format. New documents are processed automatically. Full dashboard for monitoring.

Investment & Value

Recommended Plan: Metropolitan - 19,041 Population

$6,808/year

For **Publicly Available PDFs on cocoafl.gov**

What's Included:

- ✓ Unlimited documents on cocoafl.gov
- ✓ Unlimited document views and downloads
- ✓ Automatic processing of new documents
- ✓ All accessibility features (translation, Q&A, live assistance)
- ✓ Compliance monitoring dashboard
- ✓ Regular accuracy reviews by experts
- ✓ No setup fees or hidden costs

Cost Comparison:

Traditional PDF remediation: **$339,738** (one-time) plus ongoing costs and/or time spent for all new documents

DocAccess solution: **$6,808/year**

You save $332,930 in the first year alone!

Frequently Asked Questions

Do I need to remediate my existing PDFs?

No. DocAccess creates WCAG 2.1 AA compliant HTML formats that are the gold standard for ADA requirements. Your original PDFs remain unchanged as an alternative format for printing.

How quickly can we be compliant?

Most organizations are fully operational within 24-48 hours of installing the DocAccess code. Complex documents may take slightly longer for our quality review process.

What about documents on external sites we link to?

DocAccess uniquely handles external PDFs you link to, ensuring your users have an accessible experience even with third-party documents.

Is this solution legally compliant?

DocAccess meets all federal ADA requirements and state-specific regulations for accessible document creation. No customer using DocAccess has paid even a dollar for any ADA lawsuit, claim, or fine related to its documents. If you encounter an issue, contact us immediately so we can assist you with our unlimited accessibility and legal support program.

Service Agreement

This Software as a Service Agreement ("Agreement") is entered into on **February 11, 2026**, between CivicPlus, LLC ("Provider") and **City of Cocoa, FL** ("Customer").

Services Provided

DocAccess is a subscription-based accessibility solution that includes:

- Automated document accessibility compliance
- Real-time translation to 250 languages
- AI-powered search and Q&A functionality
- 24/7 live visual interpretation services
- Compliance monitoring and reporting

Subscription

- **Metropolitan - 19,041 Population** Plan - **Publicly Available PDFs on cocoafl.gov**

Terms

- **List Price: $6,808 per year**
- **Discounted Fee: $5,446 first year (20% discount), then $6,808 per year**
- **Contract Term: Feb 11, 2026 - Sep 30, 2027 - 5% annual uplift**
- **Payment Schedule: Every year, beginning October 1, 2026**
- **Prorated Initial Invoice: You'll receive an initial invoice for approximately $2,051.73 covering the period from April 1, 2026 to September 30, 2026.**
- **Payment Terms: Net 45**
- **Renewal Procedure:** Automatic one-year renewal term, unless 60 days notice provided prior to renewal date

Payment Schedule

Invoice	Dates of Service	Rate	Amount
Complimentary Service	2/11/2026 - 3/31/2026	Free	$0
First Invoice (prorated)	4/1/2026 - 9/30/2026	$6,808/year for 183 days (20% first year discount applied)	$2,052
Second Invoice	10/1/2026 - 9/30/2027	$6,808/year	$6,808

Invoice	Dates of Service	Rate	Amount
Future Invoice	10/1/2027 - 9/30/2028	$6,808/year + 5% uplift	$7,148

The CivicPlus accounting department will gladly work with you to adjust the payment schedule to meet your needs. Amounts may not include certain state or local imposed sales taxes.

This Service Agreement is governed by the terms and conditions of the Master Services Agreement and the DocAccess Terms and Conditions, both available at: https://www.civicplus.help/docs/legal-terms-and-conditions-for-services (collectively, the "Agreement"). By executing this Service Agreement, Customer acknowledges and agrees to be bound by all terms and conditions set forth in the Agreement referenced above. In the event a Master Services Agreement is already executed between the parties, the existing agreement shall take precedence over the linked Master Services Agreement.

Customer may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Customer are considered null and will not alter the Binding Terms, the Agreement, or this service agreement.

CivicPlus, LLC

Name: Mac Clemmens
Title: SVP, DocAccess Co-Founder
Date: February 11, 2026

City of Cocoa, FL

Stockton E. Whitten

Name: Stockton Whitten
Title: City Manager
Date: February 11, 2026

W-9 available at getstreamline.com/w9 | Fed Tax ID: **48-1202104**

Electronic Signature Certificate

Agreement ID:	3b4087d9-5cab-42c4-a2e1-5ab52c0fe9b8
Document Hash:	21730ab67230d971...
Signed Date:	February 11, 2026 at 11:56 AM EST
Signer Name:	Stockton Whitten
Signer Title:	City Manager
Signature Method:	Type
E-Signed Document:	**View Signed Agreement HTML**
IP Address:	75.112.71.194
Agreement Created:	January 22, 2026 at 4:19 PM EST

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Master Services Agreement

Updated on Aug 15, 2025 • Published on Jul 14, 2025 25 minute(s) read Listen

FOLLOW

Article summary

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services

purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer are referred to herein individually as "Party" and jointly as "Parties".

> **Important Note**
>
> Last updated in May 2024.

Recitals

WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and

WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, the Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.
3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support, and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee to be added to the mailed invoice.
5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress

Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.
8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by

Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.
10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not:
    a. license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW;
    b. adapt, alter, modify, or make derivative works based upon any CivicPlus Property;
    c. create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third-party entities, other than Customer, to use the Services;
    d. reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services;
    e. make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or
    f. access any CivicPlus Property in order to:
        i. build a competitive product or service,

ii. build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or
iii. copy any ideas, features, functions or graphics of any CivicPlus Property.

The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.
12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.
13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use commercially reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.
14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder

constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer:
    a. promptly notifying CivicPlus of any claim in writing;
    b. cooperating with CivicPlus in the defense of the claim; and
    c. granting CivicPlus sole control of the defense or settlement of the claim.

The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence, or defect in the quality of service of any underlying carrier, licensor, or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.
18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage

of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that:

a. infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy;
b. contains any defamatory material; or
c. violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to:
    a. be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use;
    b. be solely responsible for the Customer data;
    c. obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services;
    d. use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing;
    e. use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any User's password or username and/or personal information; and
    f. use the Services only in accordance with applicable laws and regulations.
20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely

due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except:
    a. in order to provide the Services;
    b. to prevent or address service or technical problems in connection with support matters;
    c. as specifically directed or expressly permitted in writing by Customer;
    d. in compliance with our Privacy Policy; or
    e. if compelled by law.

Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.
25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection

with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center to review use articles and software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets, and access solution-specific support contact methods.
28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.
29. CivicPlus support hours span between the hours of 7 am to 7 pm CST but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed

reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third-party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Sections 32 and 33 apply:
    a. to liability for negligence;
    b. regardless of the form of action, whether in contract, tort, strict product liability, or otherwise;
    c. even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and
    d. even if Customer's remedies fail of their essential purposes.

If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties & Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of:
    a. a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or
    b. use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third-party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties, and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail.

Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent / Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home state to purchase at the SOW prices and specifications in accordance with the terms stated herein.
43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
46. The Parties will use reasonable, good-faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification of third-party verification will not in any way affect the enforceability

of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

Additional Resources

- CivicPlus Product Terms of Use
- CivicPlus Privacy Policy

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CITY COUNCIL AGENDA ITEM

Memo Date:	May 1, 2026
Agenda Date:	June 9, 2026
File ID:	2026-372
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2026-2027 CDBG and HOME program funding.

BACKGROUND:

For Fiscal Year 2026-2027, the City anticipates receiving $107,792 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving $46,258.05 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County. The use of CDBG funds must meet one (1) of the three (3) National Objectives: benefit low/moderate income persons; eliminate or prevent slums or blight; or meet urgent needs. CDBG allows a maximum of 15 percent of the grant to be allocated to a public service agency and a maximum of 20 percent of the grant to be allocated for staff administration.

HOME funds can only be used to address housing needs, such as: home purchase or rehabilitation financing assistance; build or rehabilitate housing for rent or ownership; or for other reasonable and necessary expenses related to the development of non-luxury housing, including site acquisition or improvement, and demolition of dilapidated housing to make way for HOME-assisted development. Additionally, some special conditions exist with HOME funds. The City must provide a 25 percent match for every dollar of HOME funds used (except for administrative costs) from non-federal sources. And at least 15 percent must be set aside for Community Housing Development Organization (CHDO) activities, 7.43 percent is available for staff administration and the remaining allocation towards eligible HOME activities (2.57 percent is retained by Brevard County as lead agency).

All activities carried out with CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan. The FY 2022-2027 Five (5) Year Consolidated Plan was adopted in 2022 and the one (1) year FY2025/2026 Action Plan was adopted in 2025. The FY 2026-2027 Action Plan will be submitted to Brevard County by July 10, 2026, for submission to HUD. Staff advertised a notice of funding availability along with a Request for Proposals (proposals) using the anticipated grant allocations. In addition to city staff generating requests, four (4) proposals were received. All proposals were reviewed by a staff review committee. The committee consisted of: Florence Torbert, Housing Program Coordinator, Zoie Badalov, Senior

Budget Analyst, Jennifer Justiniano, Community Services Manager and Charlene Neuterman, Community Services Director.

Proposals were reviewed and evaluated according to the criteria below:
A. Introduction (maximum of 10 points)
B. Demonstration of Need (maximum of 15 points)
C. Description of Target Clientele (maximum of 10 points)
D. Measurable Outcomes (maximum of 5 points)
E. Consolidated Plan Consistency (maximum of 10 points)
F. Organizational Capacity and Capability (maximum of 15 points)
G. Leveraging (maximum of 10 points)
H. Financial Capacity (maximum of 20 points)
I. Past Performance (maximum of 20 points)

The four (4) agencies that requested CDBG public service dollars were ranked by committee members as follows:

Agency	**Salvation Army**	**Community Services Council - Aging Matters**	**Family Promise**	**Central Brevard Sharing Center**
Florence T.	95	89	94	89
Charlene N.	85	81	86	85
Jennifer J.	82	77	80	82
Zoie B.	91	90	91	95
Total:	353	337	351	351
Funding Order	1	2	4	3

The total amount of funds requested was $35,162 and the city will have approximately $16,319.25 available to support public services.
Based on a review of each agency's proposal and financial statements, the committee's recommendations are as follows.

CDBG Public Services - Maximum 15% allowed ($16,319.25)

Name of Agency	Description of Services	Amount Requested	Amount Recommended
Central Brevard Sharing Center	Preparing meals for residents	$15,000	$4,079.81
Community Services Council	Meals on Wheels/Seniors at Lunch	$9,570.96	$4,079.81

Family Promise of Brevard	Transitional Housing	$10,000	$4,079.81
Salvation Army DV Shelter	Domestic Violence Shelter	$4,000	$4,079.82
CDBG Section 108 Loan Payments			
Section 108 Loan Program	Repayment of Section 108 Loan	N/A	$70,714.35
CDBG Administration - 20% - $21,758.40			
City Staff	Salaries	N/A	$20,758.40
Fair Housing	Required Fair Housing	N/A	$1,000
Total CDBG Allocation		$108,792	

HOME Administration - 7.43%* Brevard County Staff Admin 2.57* - Total Admin 10%			
City Staff Admin	Salaries	N/A	$3,527.63
HOME CHDO & Housing Set Aside - $42,730.42			
CHDO Housing Activity	15% Mandatory	N/A	$7,121.74
Homebuyer Assistance		N/A	$35,608.68
Total HOME Allocation			$46,258.05

The award will be modified if any increase or decrease in funding occurs.

As required by the City's Citizen Participation Plan, staff are requesting the City Council hold a Public Hearing to obtain citizen input and comments on housing and community development needs and approve recommendations on the FY 2026-2027 CDBG and HOME program funding. Upon Council's approval, a 30-day public comment notice listing proposed projects along with the corresponding Action Plan will be advertised in the Florida Today newspaper. The notice will also inform the public of the date of the second and final Public Hearing, which will be held no earlier than July 14, 2026.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

To be budgeted in Fiscal Year 2027

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2026-2027 CDBG and HOME program funding.

Agency	SAL	Aging Matters	Family Promise	CBSC	Average
Florence T.	**95**	**89**	**94**	**89**	84.25
Charlene N.	**85**	**81**	**86**	**85**	87.75
Zoie B.	**91**	**90**	**91**	**95**	88.25
Jennifer J.	**82**	**77**	**80**	**82**	87.75
Total:	**353**	**337**	**351**	**351**	0
Funding Order	1	2	4	3	0

Agency	SAL	Aging Matters	Family Promise	CBSC	Average
Florence T.	**95**	**89**	**94**	**89**	84.25
Charlene N.	**85**	**81**	**86**	**85**	87.75
Zoie B.	**91**	**90**	**91**	**95**	88.25
Jennifer J.	**82**	**77**	**80**	**82**	87.75
Total:	**353**	**337**	**351**	**351**	0
Funding Order	1	2	4	3	0

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Florence Torbert
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

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BRE floridatoday.com 05/05/2026

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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5-15-27

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NOTICE OF PUBLIC HEARING
PROGRAM YEAR 2026/2027 CDBG & HOME ACTION PLAN PROPOSED FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive **$108,792.00** in Community Development Block Grant (CDBG) Entitlement funds and **$47,478.24** in HOME Investment Partnership funds for program Year 2026/2027. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, repayment of Section 108 Loan guarantee, public facilities and improvements, or demolition and clearance. The Cocoa City Council will hold a second and final public hearing on **Tuesday June 9, 2026, at 6:00 pm in Council Chambers**, located at **65 Stone Street**, to make available final comments on the proposed final statement of objectives and projected use of funds for the program 2026-2027 Action Plan.

The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for people of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.

The purpose of this hearing is to:

- Review the use of prior and current year CDBG/HOME funds.
- Discuss proposed activities for any unallocated or reprogrammed CDBG funds.
- Ensure compliance with HUD citizen participation requirements.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2026-2027 PUBLIC SERVICES:

Community Services Council (Meals on Wheels & Seniors at lunch)	$4000.00
Central Brevard Sharing Center (Community Kitchen)	$4000.00
Salvation Army (meals in domestic violence shelter)	$4,000.00
Family Promise (rental/mortgage assistance, emergency shelter)	$4000.00
CDBG OTHER PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan Guarantee	$71,034.00
ADMINISTRATION:	
CDBG Administration and Operational	$20,758.00
funds Fair Housing Education & Outreach	$1,000.00
TOTAL CDBG FUND	**$108,792.00**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR PROGRAM YEAR 2026-2027

HOUSING: CHDO	$7,121.74
HOME: Housing Activity	$35,608.68
HOME: Administration and Operational funds	$4,747.82
TOTAL HOME FUNDS	**$47,478.24**

Final CDBG & HOME allocations have been awarded, and project funding has been adjusted based on final grant allocation.

Copies of the City of Cocoa's 2026-2027 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS are available online at https://www.cocoafl.org/143Housing-Neighborhood-Services. Copies are also available at City Hall, by email request to ftorbert@cocoafl.org or by calling (321) 433-8520. All citizens are invited and encouraged to make written comments beginning May 9, 2026, through June 5, 2026, at 12pm. The Final public hearing is scheduled for Tuesday July 14, 2026, at 6:00 pm, located at 65 Stone Street, Cocoa, FL 32922. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Florence Torbert at the City of Cocoa at (321) 433-8520 within 72 week-day hours of the hearing.

CITIZEN PARTICIPATION PLAN

CITY OF COCOA
COMMUNITY SERVICES DEPARTMENT
NEIGHBORHOOD SERVICES DIVISION

July 2025

Federal funds provided by the
U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Under Review by the City of Cocoa Board of County Commissioners
(This version supersedes prior versions of the Citizen Participation Plan)

In accordance with CFR 24, Part 91 and Part 5, Subpart A, Section 5.158, the City of Cocoa is required to develop a Citizen Participation Plan and is hereby certifying that the following policies and procedures are being undertaken:

CONSULTATION

- When preparing the Citizen Participation Plan, the Consolidated Plan, the annual Action Plan, the Assessment of Fair Housing (AFH), and the Section 108 Loan Program, the City shall consult with other public and private agencies which provide housing, health, and social services (including those agencies focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons).

- When preparing the portion of the Consolidated Plan concerning lead-based paint hazards, the City shall consult with State or local health and child welfare agencies. The City shall examine existing data related to lead-based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned, if available.

- The City shall consult with local government agencies with metropolitan-wide planning responsibilities, particularly for problems and solutions that go beyond the City's jurisdiction.

- The City shall consult with the local public housing agency participating in an approved Comprehensive Grant program concerning consideration of public housing needs and planned Comprehensive Grant program activities. The City shall encourage the participation of residents of public and assisted housing developments in the process of developing and implementing the Consolidated Plan, Fair Housing Assessment, and the Section 108 Loan Program along with other low-income residents of targeted revitalization areas in which the developments are located. The City shall provide information to the housing agency about Consolidated Plan activities related to its developments and surrounding communities so that the housing agency can make this information available at the annual public hearing required under the Comprehensive Grant program. Also, the City shall cooperate in providing resident programs and services and will help ensure that activities with regard to local drug elimination, neighborhood improvement programs, and resident programs and services, funded under the public

housing program and those funded under a program covered by the Consolidated Plan are fully coordinated to achieve comprehensive community development goals.

ENCOURAGEMENT OF CITIZEN PARTICIPATION

Regulatory Requirements

The regulations require that the CPP outline the jurisdiction's process for encouraging citizen participation and input from stakeholders such as local and regional institutions, public housing authorities, Continuums of Care, and other organizations such as businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations in the development of the Con Plan, AAP, CAPER, and fair housing plan. The jurisdiction should encourage participation by low- and moderate-income persons in the community, non-English speakers (or those who speak English less than very well), and persons with disabilities.

The process of citizen participation shall be provided on a community-wide basis, to encourage citizens to participate in the development of the Citizen Participation Plan, the Consolidated Plan, any substantial amendments, annual Action Plan, and performance reports with particular emphasis on participation by persons of low- and moderate-income, particularly those living in slum and blighted areas and in areas where Community Development Block Grant (CDBG) funds are proposed to be used. The City will encourage the participation of all citizens, including residents of predominately low- and moderate-income neighborhoods, minorities, non-English speaking persons and persons with disabilities. All plans and reports shall be in a format accessible to persons with disabilities, upon request. Notices of public hearings and meetings will be circulated to local churches, made available to community groups, organizations and interested persons. Notices will be posted at strategic locations throughout the City, as well as advertised in a newspaper of general circulation.

The City will provide timely and reasonable notice to the public to receive comments on the Consolidated Plan, annual Action Plan, substantial amendments, and performance reports during the planning year. All comments will be reviewed by the City and shall be considered prior to the adoption of the particular plan or document. The City shall respond to any written responses or comments within fifteen (15) working days, where practical. The City will consult with the public housing agency to notify them of the availability of funding in relation to their housing needs and to provide information on the priority housing and non-housing needs for residents of public and assisted housing in the development of the Consolidated Plan and annual Action Plan. The City shall make

available any performance reports to citizens and provide them reasonable notice and opportunity to comment. Reports shall be advertised in a newspaper of general circulation no less than fifteen (15) days prior to submission to U. S. Department of Housing & Urban Development.

FAIR HOUSING

In coordination with the Con Plan process, the County prepares a fair housing plan and reports annual progress toward the identified fair housing goals and actions in the CAPER.

In accordance with new regulatory requirements at 24 CFR Part 5, 24 CFR 5.158 and 5.164, community consultation and citizen participation will be encouraged in preparing and revising the City's Assessment of Fair Housing (AFH) to affirmatively further fair housing. The AFH will be prepared and submitted with each new five-year consolidated plan.

Fair housing plans typically contain the following sections:

- A summary of the citizen and stakeholder engagement conducted by the County to gather input from the community on the fair housing issues impacting each jurisdiction included in the plan.
- An analysis of the demographic composition of persons residing in each jurisdiction included in the plan.
- An assessment of the fair housing issues that restrict fair housing choice or access to opportunities.
- An assessment of the contributing factors that create, contribute to, perpetuate, or exacerbate one or more of the identified fair housing issues.
- An identification of the Consortium's fair housing goals and actions to address the identified fair housing issues in each jurisdiction.

DEVELOPMENT OF THE CONSOLIDATED PLAN

The City of Cocoa shall make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the City expects to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The City shall indicate a plan for minimizing displacement of persons as a result of activities assisted with federal funds and to assist persons displaced as a result of such activities, specifying the types and levels of assistance the City shall make available (or require others to make available) to persons displaced, even if the City expects no displacement to occur. This will be accomplished via community meetings, public hearings, legal notices and posted notices at City Hall and throughout the community.

Also, the City shall make available in a newspaper of general circulation, a summary of the consolidated Plan, describing its contents and purpose, a list of the locations where copies of the entire proposed Consolidated Plan may be examined, and where the copies of the entire document can be reviewed. Copies of the Consolidated Plan, Assessment of Fair Housing, and Section 108 Loan Program Project will be provided at City Hall, the local library, and at the Brevard County Housing & Human Services Department. A reasonable number of free copies of the plan to citizens and groups shall be available upon request. The Plan process will provide for at least one public hearing during the development of the Consolidated Plan and provide a period, not less than thirty (30) days, to receive comments from citizens on the proposed Consolidated Plan. All comments received in writing, or orally at public hearings will be considered in preparing the final plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefor, shall be attached and submitted with the final Consolidated Plan.

PUBLIC HEARINGS

The City of Cocoa will provide for at least two (2) public hearings per year to obtain citizens' views and to respond to proposals and questions, to be conducted at a minimum of two (2) different stages of the program year. Together, the hearings shall address housing and community development needs, development of proposed activities, and review of program performance. The City shall obtain the views of citizens on housing and community development needs, including priority non-housing community development and Fair housing concerns, and shall provide at least one (1) of the hearings is held before the proposed Consolidated Plan is published for comment. Public hearings shall be advertised in a newspaper of general circulation one (1) week prior to the public hearing and information will be circulated to local churches, organizations, and at various locations throughout the community. Public hearings shall be held at times and locations convenient to potential and actual beneficiaries, and with accommodations for persons with disabilities.

In the event a significant number of non-English speaking residents are expected to participate at the hearings, the City will make arrangements for a suitable method of communication to be available to the group, providing a request is made at least two (2) working days prior to the public hearing.

MEETINGS

Citizens will be provided reasonable and timely access to local meetings. Additionally, notices will be sent various housing and community development agencies and posted throughout the City at least one week prior to the meeting date.

AVAILABILITY TO THE PUBLIC

If the City decided to amend or make substantial changes to the adopted Consolidated Plan, annual Action Plan, or performance reports, a public notice will be placed in a newspaper of general circulation making the modified plan available to citizens for review and comment in a form accessible to persons with disabilities, upon request.

ACCESS TO RECORDS

The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records in relation to the consolidated Plan, annual Action Plan, substantial amendments performance reports, and the City's use of assistance under the programs during the preceding five (5) years. All information shall be available to citizens at the City of Cocoa Community Services Office, which is currently located at 65 Stone Street, Cocoa, FL 32922.

TECHNICAL ASSISTANCE

The City, through the Community Services Department, will provide technical assistance to organizations and representatives of persons of low- and moderate-income that requests such assistance in developing proposals and understanding the process of requesting funds. The level and type of assistance will be determined upon the needs of each individual request. City staff will provide speakers to address any community or civic group wishing to obtain information regarding the program.

COMPLAINTS

The Community Services Director or Designee shall make every effort possible to respond in writing within fifteen (15) days to any written or oral complaint, when practical. A citizen may file a written complaint at any time to the U.S. Department of Housing and Urban Development at the following address:

U. S. Department of Housing and Urban Development
Jacksonville Office of Community Planning and Development
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

CRITERIA FOR AMENDMENTS

The City shall provide citizens with reasonable notice of, and opportunity to comment on, proposed changes in the adopted consolidated Plan and annual Action Plan if such change would result in: changes in the City's allocation priorities or a change in the method of distribution of funds; and/or carrying out an activity using funds from any program covered by the Consolidated Plan (including program income), not previously described in the annual Action Plan.

The City shall apply the following criteria in determining whether a change in an activity represents a substantial amendment. An activity shall be considered substantially changed if:

- The percentage of federal funds expended for the benefit of very low-, low-, and moderate-income persons falls below its required 70% as a result of any proposed increase or decrease in expenditures for any one project or activity.

- Any changes in the purpose, scope, location or beneficiaries of an activity that would increase or decrease the estimated cost of the project or activity by more than twenty-five percent (25%) of the amount projected in the annual Action Plan.

Note: Allocations for projects and activities included in the annual Action Plan can be increased or decreased more than twenty-five percent (25%) provided there is not a change in the purpose, scope, location or beneficiaries of the activity.

Reallocation of CDBG and/or Home Investment Partnership Program (HOME) funds in relation to an addition or deletion of priority needs and projects are as follows:

- The addition of a new priority need not included in the adopted Consolidated Plan or a new project in the annual Action Plan which is not cover by a priority need in the adopted Consolidated Plan.

- The deletion of a priority need identified in the adopted Consolidated Plan or a deletion of a project or activity identified in the annual Action Plan which would prevent a priority need identified in the approved Consolidated Plan from being attained.

The City shall provide citizens with reasonable notice and an opportunity to comment on any substantial changes and amendments made to the adopted Consolidated Plan. Citizens will be provided a period, not less than thirty (30) days, to comment on substantial amendments before the amendment is implemented. Any comments or views received in writing, or orally at public hearing, will be considered by the City and summarized and attached to the substantial amendment of the Consolidated Plan for submission to HUD.

The City and members of the Brevard County HOME Consortium are responsible for the development of their respective Citizen Participation Plans, individual CDBG entitlement grants. All HOME and CDBG program amendments initiated by the City must be submitted to Brevard Housing & Human Services for submittal to HUD.

The Citizen Participation Plan was previously approved by City Council on May 27, 2024.

Approved by the City Council on: Michael C. Blake 7/22/2025

Michael C. Blake, Mayor

Acronyms/Definitions

Acronym	Definition
AAP	Annual Action Plan
ADA	Americans with Disabilities Act
CAPER	Consolidated Annual Performance and Evaluation Report
CDBG	Community Development Block Grant
Con Plan	Consolidated Plan for Housing and Community Development
CPP	Citizen Participation Plan
HOME	HOME Investment Partnerships Program
HUD	U.S. Department of Housing and Urban Development
LEP	Limited English Proficiency

CITY COUNCIL AGENDA ITEM

Memo Date:	May 13, 2026
Agenda Date:	June 9, 2026
File ID:	2026-376
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Request to postpone to a date certain of July 14, 2026, at Cocoa City Hall, 65 Stone St., Cocoa, FL, beginning at 6 pm, to consider approval of a small-scale comprehensive plan amendment for the property located at 3600 Grissom Parkway.

BACKGROUND:

Staff respectfully requests that this agenda item be postponed to the July 14, 2026, Regular City Council meeting, to allow for the applicant to submit an accompanying Zoning Map Amendment application.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Request to postpone to a date certain of July 14, 2026, at Cocoa City Hall, 65 Stone St., Cocoa, FL, beginning at 6 pm, to consider approval of a small-scale comprehensive plan amendment for the property located at 3600 Grissom Parkway.

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Leonardo Priore
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 Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 04/24/2026
BRE floridatoday.com 04/24/2026

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 04/24/2026

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$409.79	
Tax Amount:	$0.00	
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Order No:	12269796	# of Copies:
Customer No:	1127247	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad #12269796, 4/24/2026

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

A. PZ 25-02800005 603 Brevard Ave Concept Plan and Development Agreement

Consider a conceptual plan and Development Agreement for the 603 Brevard Avenue Hotel, affecting approximately .87 acres of property owned by the Cocoa Redevelopment Agency. The agreement calls for the development of an approximately seven (7) story, 68,310 square foot, 104-room hotel with associated amenities and parking and establishes building elevations, floor plan, and related development regulation waivers for the future hotel. Generally located on Brevard Avenue and John Garren Lane, south of Factory Street, and is identified by Parcel IDs: 24-36-33-75-*-2 and 24-36-33-75-*-3.

B. PZ 25-00500006 Ord No. 05-2026 3600 Grissom Parkway Small-Scale Comprehensive Plan Amendment

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 ONE PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY FORTY (40) ACRES, GENERALLY LOCATED WEST OF GRISSOM PARKWAY, SOUTH OF ANGELICA STREET, AND NORTH OF STATE ROAD 528, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM "VERY LOW DENSITY RESIDENTIAL" TO "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. Parcel ID: 24-35-11-00-750.

C. PZ 25-00200020 Sky Powersports Large-Scale Site Plan

Consider a large-scale site plan for Sky Powersports, consisting of a powersports vehicle display, sales, and maintenance facility, consisting of approximately 52,550 square feet. Generally located on State Road 524, west of Interstate-95 in Cocoa, Florida, and is identified by Parcel ID: 24-35-27-00-16 and 24-35-27-00-11.

Planning and Zoning Board PUBLIC HEARING WILL BE HELD ON

May 6, 2026

City of Cocoa Council PUBLIC HEARING FOR ITEMS A. and B. WILL BE HELD ON

May 12, 2026

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, FLORIDA 32922

General Notice Information:

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

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 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,

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 or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The 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:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings
Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8400.
Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

CITY COUNCIL AGENDA ITEM

Memo Date:	May 13, 2026
Agenda Date:	June 9, 2026
File ID:	2026-409
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Second and final reading of Ordinance 04-2026 amending Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to amend permitted uses within the M-2 - Manufacturing and Industrial zoning district to include large-scale commercial recreation centers and gym and fitness facilities greater than 12,000 square feet.

BACKGROUND:

The applicant, Wendy H. Maier, on behalf of the property owner, is requesting a Zoning Text Amendment to Appendix A, Article XI, Section 19 of the City of Cocoa Land Development Code to allow large-scale commercial recreation centers to include a radio-controlled miniature vehicle racetrack that uses remote-controlled handheld transmitters. This request is associated with an existing tenant, Beachline Raceway R/C, which has operated an indoor radio-controlled (R/C) vehicle racetrack within a fully enclosed building since 2017.

The subject property is located north of Grissom Parkway and is zoned M-2 Manufacturing and Industrial with an Industrial Future Land Use. The M-2 district is intended to accommodate industrial and manufacturing activities, with limited commercial uses permitted under specific conditions.

The proposed amendment is intended to formally recognize this category of recreational use and establish clear development standards for similar indoor recreational uses, including, but not limited to, bowling alleys, roller or ice skating rinks, indoor go-kart tracks, indoor playgrounds, arcades, and other similar participatory recreational activities.

The amendment also includes provisions for gym and fitness facilities exceeding 12,000 square feet, as well as accessory uses such as food and beverage service, provided such uses remain incidental and subordinate to the principal use.

Future Land Use Designation:	IND, Industrial
Zoning District	M-2, Manufacturing and Industrial District
Existing Land Use:	Beachline Raceway R/C
Council District:	District 3 – Council member Patricia Weeks
Legal Ad Date:	March 17, 2026

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	IND, Industrial	M-2, Manufacturing and Industrial District	Automobile Storage
South	IND, Industrial	M-2, Manufacturing and Industrial District	Right of Way (Grissom Pkwy); State of Florida Improved Land
East	IND, Industrial	M-2, Manufacturing and Industrial District	Vacant Industrial Land
West	IND, Industrial	M-2, Manufacturing and Industrial District	Vacant Industrial Land

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:
a. The need and justification for the change.
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 of whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for the change.

The proposed amendment is necessary to establish clear regulatory language for indoor recreational uses within the M-2 zoning district.

The request is driven by an existing business currently operating within the City that provides a unique recreational service to the community. Without this amendment, the use is not clearly defined within the Code, which creates uncertainty for both the property owner and future similar uses.

The amendment:
• Provides clarity and predictability in Code interpretation
• Supports existing businesses and economic activity
• Allows adaptive reuse of industrial buildings for indoor recreational purposes
• Expands opportunities for indoor/outdoor, low-impact recreational uses

These uses are typically characterized by large floor areas, fully enclosed operations,

and minimal external impacts. As a result, they are often better suited to industrial districts than traditional commercial areas, where parcel sizes and development patterns may not accommodate such facilities.

Staff Finding: The amendment is justified as it establishes clear standards and accommodates a legitimate, compatible use within the M-2 district.

The amendment to permit large-scale commercial recreation centers and gym and fitness facilities greater than 12,000 square feet follows a similar pattern of development permitted throughout the City's commercial zoning districts, namely:

- Commercial recreation structures such as theaters, driving ranges, bowling alleys, and similar uses, except drive-in theaters, are permitted by right in the C-G (General Commercial), C-P (Commercial Parkway), UMD (Urban Mixed-Use), C-C (Core Commercial), and PUD (Planned Unit Development) zoning districts, and as a Special Exception in the C-N (Neighborhood Commercial), C-R (Restricted Commercial), CBD (Central Business District) zoning districts.

- Gym and Fitness Centers are a principal use within the C-N (Neighborhood Commercial), C-G (General Commercial), C-P (Commercial Parkway), C-R (Restricted Commercial), C-G (General Commercial), PUD (Planned Unit Development) and CBD (Central Business District) zoning districts; such structures are also permitted within the UMD (Urban Mixed-Use) zoning district, the C-C (Core Commercial) zoning district under the broader use of "Recreational and cultural facilities."

The request to allow for similar structures on a larger scale would expand the development potential of indoor recreation centers and gym and fitness facilities beyond the City's commercial and mixed-use zoning districts. As the proposed use would be permitted within the M-2 zoning districts, which have a larger minimum lot area (20,000 sq. ft.) than the counterpart zoning districts, this district would be uniquely suited to accommodate these larger-than-average recreation centers and gym and fitness facilities, which would face development challenges in the lots present in most commercial zones within the City.

By allowing these structures for limited commercial use within the M-2 zoning district, the niche of larger recreation, gym, and fitness facilities, exemplified by indoor sports facilities, indoor racing and hobbyist arenas, and popular gyms like 24-Hour Fitness, LA Fitness, and Gold's Gym, may be filled within this district. This would, in turn, add to the variety of commercial recreational uses permitted within the City without increasing development challenges in the City's core commercial districts.

Relationship of the proposed amendment to the purposes and objectives of the

comprehensive planning program and to the comprehensive plan.

This request relates to both Goal 1.1 and Objective 1.1.1 of the Future 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.

Objective 1.1.1: Future Land Use Categories Established. The City hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land uses, allowing the protection of natural and historic resources as well as maximizing economic development opportunities.

By allowing a mixture of appropriate commercial uses and providing flexibility in administering those uses, the City supports a broad range of land use activities and maximizes economic development opportunities.

The proposed amendment is consistent with the City of Cocoa Comprehensive Plan and the Industrial Future Land Use designation.
The Industrial Future Land Use category is intended to support employment-generating uses and allows for certain supporting commercial activities when appropriately limited. The proposed indoor recreational uses:

• Are conducted entirely within enclosed structures
• Do not introduce outdoor impacts typical of commercial uses
• Are compatible with industrial development patterns

Additionally, the amendment maintains limitations to ensure that these uses remain secondary in nature within an industrial corridor and do not conflict with surrounding uses.

Figure FLU-1 of the FLU Element continues to be met as the subject property will continue to comply with the overlying FLU designation of IND, Industrial. Additionally, Policy 1.1.2.10 (B) states:

- Commercial and office uses that are complementary to and support industrial development and operations may be permitted within industrial-designated areas.

The applicant was able to take advantage of these policies by continuing to operate their facility within the M-2 district, as allowed by the Comprehensive Plan and Land Development Code. This code amendment will expand the implementation of this policy.

The proposed amendment includes provisions allowing certain accessory recreational activities, tracks, play areas, and spectator areas to be located outdoors, provided that such areas are enclosed by an opaque fence or are located under a roofed structure. These standards ensure that any outdoor components remain visually screened and contained, thereby minimizing potential impacts related to noise, visibility, and compatibility with surrounding industrial uses.

Additionally, the amendment maintains key limitations, including:
• Prohibiting outdoor amplified sound
• Requiring that all primary recreational activities occur within enclosed structures
• Limiting accessory uses to those that are clearly incidental and subordinate to the principal use

While outdoor accessory areas are permitted, the requirement for screening and enclosure provides an appropriate level of mitigation to maintain the industrial character of the M-2 zoning district.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
No budgetary impact.

PREVIOUS ACTION:
On April 1, 2026, the Planning and Zoning Board voted unanimously to recommend APPROVAL of the Zoning Text Amendment to amend permitted uses in the M-2 zoning district to include large-scale commercial recreation centers and gym and fitness facilities greater than 12,000 square feet.
On April 14, 2026, the City Council approved the proposed amendment.

RECOMMENDED MOTION:
Staff recommends that the City Council APPROVE on second and final reading the proposed Zoning Text Amendment to Appendix A, Article XI, Section 19 of the Zoning Ordinance of the City of Cocoa to allow large-scale commercial recreation centers and gym and fitness facilities within the M-2 zoning district.

ORDINANCE NO. 04-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED USES RELATED TO LARGE-SCALE COMMERCIAL RECREATION CENTERS AND GYM AND FITNESS FACILITIES GREATER THAN 12,000 SQUARE FEET IN SIZE IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City currently allows limited commercial uses in the M-2, Manufacturing and Industrial, District, subject to multiple conditions; and

WHEREAS, the City desires to amend Appendix A, Article XI, Section 19, of the Zoning Ordinance to allow certain large-scale recreation centers and gym and fitness facilities as provided herein; and

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

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

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances Appendix A, Zoning, Article XI, Section 19, 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 Appendix A, Article XI, Section 19. It is intended that the text in Appendix A, Article XI, Section 19, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

APPENDIX A – ZONING

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 19. – District and intent – M2 Manufacturing and Industrial District

* * *

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

* * *

(11) Limited commercial uses, as identified in this section, shall be permitted with the following conditions:

a. Commercial uses shall only be located on property having a minimum of one hundred fifty (150) feet of frontage along Grissom Parkway.

b. Commercial uses shall only be located within four hundred (400) feet of Grissom Parkway, as measured from the right-of-way line. All on-site commercial-related improvements, such as retention, parking, loading/unloading, etcetera, shall be contained within this four hundred (400) foot area. Retention areas may be provided outside of the four hundred (400) foot requirement if the proposed commercial use is part of a master planned industrial park with an associated retention system.

c. Commercial uses shall have no outdoor storage or display.

d. Commercial uses shall be limited to:

1. Retail sales of carpet, tile, pool, furniture, construction products or materials sold directly to the end user (builder, installer, or homeowner).

* * *

6. Large-scale commercial recreation centers, subject to the following conditions:

a. For purposes of this subsection, “large-scale commercial recreation centers” shall mean facilities located primarily within a completely enclosed building, with a minimum of twelve thousand (12,000) square feet of gross floor area, devoted to providing participatory recreational opportunities to the general public for a fee or to members, including, but not limited to: bowling alleys; roller or ice skating rinks; go-kart tracks;

hobby or miniature vehicle racetracks, including radio-controlled (R/C) vehicles; indoor playgrounds; arcades; and similar participatory recreational activities.

b. Additional accessory recreational activities, tracks, play areas, and spectator areas may be located outdoors, provided that the outdoor accessory activities and structures are surrounded by an opaque fence or located under a roofed structure.

c. Customary accessory uses may be permitted when clearly incidental and subordinate to the principal recreation use, including, but not limited to: equipment rental; incidental accessory retail sales related to the recreational activity; and administrative offices. Food and beverage sales, which may include food preparation and service, may be permitted only as an accessory use and may not include drive-through service or a separate exterior customer entrance. Food and beverage sales within a large-scale commercial recreation center will not be subject to the separation requirements applicable to restaurants in this subsection 11(d)2.

7. Gym and Fitness Facilities with a minimum of twelve thousand (12,000) square feet of gross floor area with accessory uses such as food and beverage sales, which may include food preparation and service, game courts, locker rooms, training facilities, and/or saunas. Food and beverage sales within a gym and fitness facility meeting the requirements of this subsection will not be subject to the separation requirements applicable to restaurants in this subsection 11(d)2 and may not include a drive-through service or a separate exterior customer entrance.

* * *

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 _____, 2026.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
Monica Arsenault, CMC
City Clerk

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



COCOA
FLORIDA

N

3095 Grissom Pkwy RC Cars Location

March 12, 2026

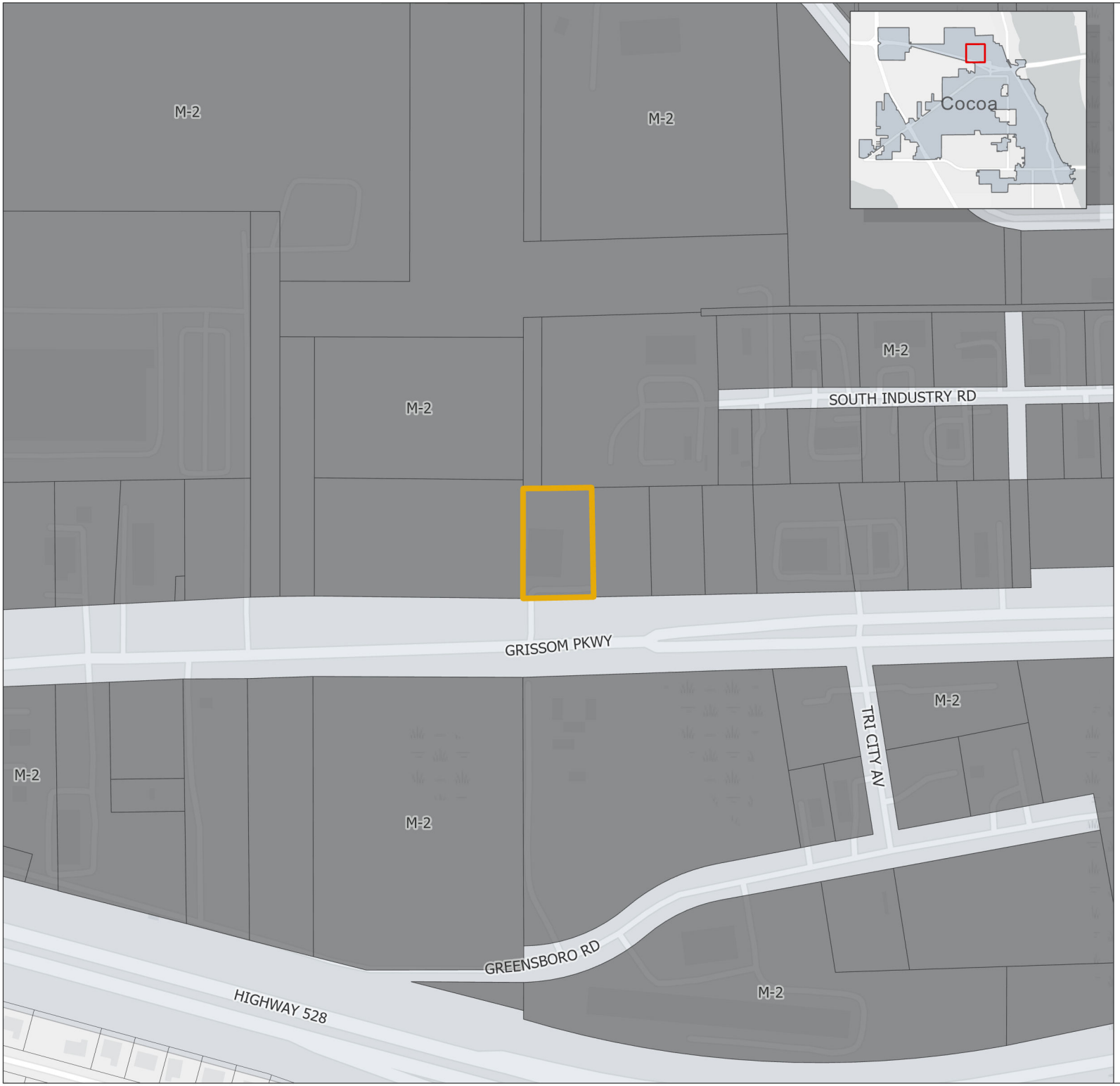
Subject Parcels

Parcels

Cocoa City Boundary

0 200 400 Feet

P20260310-188001.0.1



N

COCOA
FLORIDA

3095 Grissom Pkwy
RC Cars
Zoning

March 12, 2026

Cocoa Zoning

- M-2 - Manufacturing and Industrial
- Subject Parcels
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20260310-188001.0.2



3095 Grissom Pkwy
RC Cars
Future Land Use

March 12, 2026

Future Land Use

- Industrial
- Conservation
- Subject Parcels
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20260310-188001.0.3

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT ONLY)

Planning and Zoning
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

CITY OF COCOA
For Office Use Only - Date Received
JAN 8 2026
RECEIVED
Stamp Only When Application is Fully Complete
PLANNING & ZONING DIVISION

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

Please TYPE or PRINT this application neatly.

1. **Request:** Zoning Text Amendment

Requesting a permit to allow an R.C. toy car race track inside the building.

2. **Applicable City Code Section(s):** Appendix A, Article XI, Sec. 19 CA)

3. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): _____

Name: Wendy H. Maier

Mailing Address: 219 Saldon Lane

City: Cocoa State: FL Zip Code: 32926

Phone #: 321-652-7427 Fax #: N/A

Mobile #: 321-652-7427 E-mail: whmaier54@gmail.com

4. **Please submit the following items in order complete the application:**

a. ☐ **Notarized application.**

b. ☐ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

c. ☐ **Corporate documents.** If the applicant is representing a company, articles of incorporation which show the applicant is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

d. ☐ **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

13. Zoning Text Amendment Petition

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text amendment as specified below:

a. In order to approve a zoning text ordinance amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(2) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council.

a. The need and justification for the change.

Requesting amendment for the use of an R.C. toy car racetrack inside the building. Also a small retail shop selling parts for the R.C. cars.

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.

No exterior land will be used for this permit.

Wendy H. Maier — Applicant's Signature

1/7/26 — Date

Wendy H. Maier — Applicant's Printed Name

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Zoning Text Amendment

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

24-36-07-00-00539.0-0000.00

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STATE OF Florida COUNTY OF Brevard.

I, Anita J. Hatch of 2200 Westminster Dr, Cocoa, FL being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Wendy H. Maier of 219 Saldon Lane, Cocoa, FL to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

Anita J. Hatch
(OWNER SIGNATURE)

Brittany Bogenreif
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced Florida DL

Notary Public State of Florida
Brittany D. Bogenreif
My Commission HH 563737
Expires 6/20/2028

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 5th day of January, 20 26

Rev. 4-30-09

14. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Wendy H. Maier being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Wendy H. Maier
(APPLICANT SIGNATURE)

Brittany Bogenreif
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced Florida ID

Notary Public State of Florida
Brittany D. Bogenreif
My Commission HH 563737
Expires 6/20/2028

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 5th day of January, 2026

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

PREPARED BY AND RETURN TO:
Name: Ryan Bird, of
Ryan Bird Law, PLLC
Address: 4085 U.S. Highway 1
Ste 101
Rockledge, FL 32955

Parcel No.: 24-36-07-00-539

CFN 2023172268 OR BK 9862 PAGE 612
Recorded 08/14/2023 at 04:22 PM Rachel M. Sadoff
Clerk of Courts Brevard County
Doc D: $0.70 # Pgs 3

(Space Above This Line For Recording Data)

Quit Claim Deed

THIS QUIT-CLAIM DEED is made as of this **22nd** day of **June, 2023**, by **Anita J. Hatch, an unremarried widow, individually and as Trustee of the George Hatch and Anita Hatch Revocable Trust dated May 29th, 3013** ("**Grantor**"), whose post office address is **2200 Westminster Dr., Cocoa, FL 32926** , given to second party, **Anita J Hatch, Trustee, or her successors in interest, of the Anita J. Hatch Living Trust dated June 22, 2023, and any amendments thereto.**whose post office address is **2200 Westminster Dr., Cocoa, FL 32926** ("**Grantee**").

WITNESSETH:

For $10.00 and other good and valuable consideration to Grantor, the receipt whereof is hereby acknowledged, Grantor does hereby quit-claim, grant, bargain, sell, alien, remise, release and convey unto Grantee, its successors and assigns all of Grantor's right, title and interest in and to that certain property interest (the "Property") in **Brevard** County, Florida, as more particularly described as follows:

PARCEL A: THE EAST 100 FEET OF THE WEST 200 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 36 EAST, LYING NORTH OF GRISSOM PARKWAY, BREVARD COUNTY, FLORIDA.

PARCEL B: THE WEST 100 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 36 EAST, LYING NORTH OF GRISSOM PARKWAY, BREVARD COUNTY, FLORIDA.

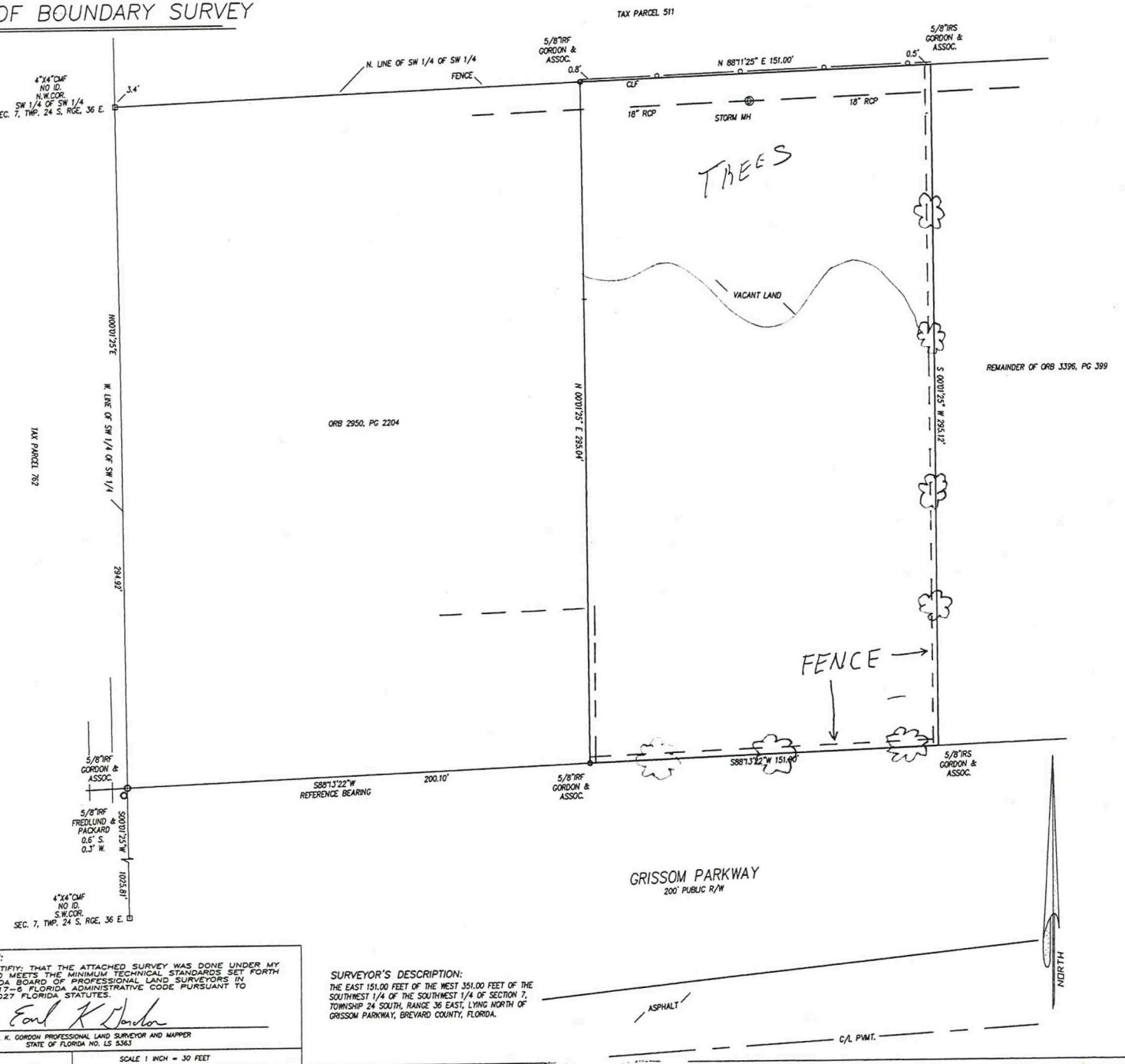
Grantor warrant that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of a homestead property.

SUBJECT to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, without intention of creation or reimposing same.

Full power and authority is granted by this deed to the Grantees, as Trustees, or their successors, to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the above real estate property, or any part of it as set forth in Section 689.071 of the Florida Statutes.

*This deed prepared by scrivener without the benefit of title search or examination.

MAP OF BOUNDARY SURVEY



LEGEND

A/C	= AIR CONDITIONER
BFE	= BASE FLOOD ELEVATION
BRG	= BEARING
BM	= BENCH MARK
BLK	= BLOCK
BLDG	= BUILDING
(C)	= CALCULATED
CATV	= CABLE TELEVISION
CHD	= CHORD
CBS	= CONCRETE BLOCK STRUCTURE
C/L	= CENTER LINE
CLF	= CHAIN LINK FENCE
CONC	= CONCRETE
CMF	= CONCRETE MONUMENT FOUND
CO	= COMPANY
COR	= CORNER
(D)	= DEED
DB	= DEED BOOK
DA	= DELTA ANGLE
DIST	= DISTANCE
ESMT	= EASEMENT
ELEC	= ELECTRIC
ENC	= ENCROACHMENT
ELEV	= ELEVATION
FB	= FIELD BOOK
FF	= FINISHED FLOOR ELEVATION
FNC	= FENCE
FND	= FOUND
FP&L	= FLORIDA POWER & LIGHT COMPANY
GOV'T	= GOVERNMENT
ID	= IDENTIFICATION
IPF	= IRON PIPE FOUND
IRC	= IRON ROD & CAP FOUND
IRF	= IRON ROD FOUND
IRS	= IRON ROD SET
LB	= LICENSED BUISINESS NUMBER
(M)	= MEASURED
No.	= NUMBER
NDF	= NAIL & DISK FOUND
NDS	= NAIL & DISK SET
NGVD	= NATIONAL GEODETIC VERTICAL DATUM
O/H	= OVERHEAD
OHWM	= ORDINARY HIGH WATER MARK
ORB	= OFFICIAL RECORDS BOOK
O/S	= OFFSET
(P)	= PLAT
PB	= PLAT BOOK
PCP	= PERMANENT CONTROL POINT
PC	= POINT OF CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
PRM	= PERMANENT REFERENCE MONUMENT
PLS	= PROFESSIONAL LAND SURVEYOR
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
POL	= POINT ON LINE
PUE	= PUBLIC UTILITY EASEMENT
PDE	= PUBLIC DRAINAGE EASEMENT
PUDE	= PUBLIC UTILITY&DRAINAGE EASEMENT
PVMT	= PAVEMENT
R	= RADIUS
RLS	= REGISTERED LAND SURVEYOR
REF	= REFERENCE
RGE	= RANGE
R/W	= RIGHT OF WAY
SEC	= SECTION
(SB)	= SURVEY BOOK
TWP	= TOWNSHIP
TYP	= TYPICAL
USC&GS	= U.S. COAST & GEODETIC SURVEY
WD	= WOOD
XCF	= CUT MARK FOUND

CERTIFIED TO:
JOHN MINOT ATTORNEY
ATTORNEYS TITLE INSURANCE FUND INC.
GEORGE HATCH

NOTES:
1. BEARINGS BASED ON GRISSOM ROAD R/W MAP
2. FLOOD ZONE "X" ; MAP NO. 12009C0270E COMMUNITY NO. 125092 5 JAN 96
3. HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY FOR COMMERCIAL/HIGH RISK LAND AS PER FLORIDA STATUTE 61G17-6.003
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY	DATE: 24 OCT 97	JOB No 96-504

CERTIFICATION:
I HEREBY CERTIFIY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Earl K Gordon

EARL K. GORDON PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA NO. LS 5363

DRAWN BY: AEG | SCALE 1 INCH = 30 FEET

SURVEYOR'S DESCRIPTION:
THE EAST 151.00 FEET OF THE WEST 351.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 36 EAST, LYING NORTH OF GRISSOM PARKWAY, BREVARD COUNTY, FLORIDA.

Gordon & Associates Land Surveyors, Inc.
L.B. No.6446
A. EARL GORDON, JR, PSM No. LS 2866
EARL K. GORDON, PSM No. LS 5363
219 Forrest Ave. Cocoa, Fl. 32922
(407) 639-8171 FAX (407) 639-8177

SEC.7 TWP.24 RGE.36

OWNER
AIR PRODUCTS MANUFACTURING
ANITA J HATCH LIVING TRUST
BUFFKIN COMMERCIAL PROPERTIES LC
CIDCO UNIVERSAL LLC
COCOA INDUSTRIAL PROPERTIES LLC
FLORIDA, STATE OF (IITF)
HUSSEY, JOHN F
SIMS CRANE & EQUIPMENT CO
WALKER FAMILY TRUST

MAIL
1940 AIR PRODUCTS BLVD
2200 WESTMINSTER DR
355 HALL RD
2580 COX RD
2580 COX RD
3900 COMMONWEALTH BLVD, STOP 108 C/O DEP, DIVISION OF STATE LANDS
PO BOX 237345
1219 N US HIGHWAY 301
4161 CROOKED MILE RD

CITY_STATE_ZIP
ALLENTOWN PA 18106-5500
COCOA FL 32926-6407
MERRITT ISLAND FL 32953
COCOA FL 32926-3526
COCOA FL 32926-3526
TALLAHASSEE FL 32399-6575
COCOA FL 32923-7345
TAMPA FL 33619-3501
MERRITT ISLAND FL 32952-6205

Planning & Zoning
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8685
FAX: (321) 433-8685
www.CocoaFL.gov

COURTESY NOTICE OF PUBLIC HEARING
TO PROPERTY OWNERS WITHIN 500 FEET OF THE SUBJECT SITE

Wendy H. Maier is petitioning the **Planning and Zoning Board** for the following item:

A. FILE NUMBER: 26-02000001 3095 Grissom Parkway – Zoning Text Amendment

REQUEST: CONSIDERATION OF A Zoning Text Amendment
Request to approve a zoning text amendment to allow for large-scale indoor commercial recreation within the Manufacturing and Industrial (M2) zoning district, concerning property generally located at 3095 Grissom Parkway, Cocoa, FL 32926, and identified as Parcel ID: 24-36-07-00-539.

The Board will hold a public hearing on this request at 6:00 pm. on **April 1, 2026** in the City of Cocoa Council Chambers located at 65 Stone Street, Cocoa, Florida. All interested parties are invited to attend and will be heard if desired.

General Notice Information:

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

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 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 or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The 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:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8400.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

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

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, City Planner, at (321) 433-8535 or LRibeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Mrs. Ribeiro via email or mail at least three (3) days prior to the hearing.

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: April 28, 2026
Ordinance Number: 04-2026
Posted To Webpage: April 17, 2026, revised and reposted April 22, 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED USES RELATED TO LARGE-SCALE COMMERCIAL RECREATION CENTERS AND GYM AND FITNESS FACILITIES GREATER THAN 12,000 SQUARE FEET IN SIZE IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are <u>not</u> 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.

X 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 the City of Cocoa Zoning Code to allow large-scale commercial recreation centers and gym and fitness facilities greater than 12,000 square feet within the M-2 zoning district, subject to specific conditions.

Part II.

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

_____

(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.

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:

_____

Part IV. Additional Information the City Council may find useful (if any):

Mortgage debt

Continued from Page 1A

with the largest mortgage-debt increases by analyzing its proprietary data on consumer debt. The Top 10 predominately includes coastal states.

1. Alaska
2. Delaware
3. Maine
4. Nevada
5. California
6. South Carolina
7. Florida
8. New Hampshire
9. New Jersey
10. Texas

The average mortgage payment in Florida on a 30-year fixed-rate loan is $2,300 as of May 27, according to data from Rocket Mortgage, a mortgage lender. This totals $828,000 over the loan's lifespan.

The cost of financing a home has continued to rise, potentially shutting many families out of homeownership.

The average loan size for a home mortgage application in the U.S. recently hit a high of $473,600, according to a report by Mortgage Bankers Association, an association of mortgage lenders.

"Borrowers with smaller loan sizes were less active, given the higher-rate environment and its negative impact on their purchasing power," said Joel Kan, the association's vice president, in the report.

Prospective homebuyers in St. Lucie County have both purchased home loans and been denied mortgages at the highest rates on the Treasure Coast and South Florida, according to a TCPalm analysis of federal data.

St. Lucie County had the second-highest rate of mortgages purchased in 2024 compared to any other Florida county, according to TCPalm's analysis of data from the federal Home Mortgage Disclosure Act.

Jack Randall is TCPalm's economy and real estate reporter. You can reach him at jack.randall@tcpalm.com.



Florida residents have the seventh-highest mortgage debt in the country, according to a recent report by WalletHub. GETTY IMAGES

CITY OF COCOA NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT

THE CITY OF COCOA COUNCIL

PROPOSES TO CONSIDER THE FOLLOWING:

26-02000001 3095 Grissom Parkway – Zoning Text Amendment
Request to approve an applicant-initiated zoning text amendment to allow for large-scale commercial recreation within the Manufacturing and Industrial (M2) zoning district.

ORDINANCE 04-2026
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED USES RELATED TO LARGE-SCALE COMMERCIAL RECREATION CENTERS AND GYM AND FITNESS FACILITIES GREATER THAN 12,000 SQUARE FEET IN SIZE IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

City of Cocoa Council
FIRST READING WILL BE HELD ON

May 26, 2026

City of Cocoa Council
SECOND READING WILL BE HELD ON

June 9, 2026

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, FLORIDA 32922

General Notice Information:

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

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Viewing the Meeting Live

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

FT-44035157

Grieving

Continued from Page 3A

portunities for families to connect with others who understand their grief journey.

"More than 50 participants have already registered, demonstrating the tremendous need for grief support resources in our community," Conley said.

Throughout the year, NorthStar provides free grief support services for children, teens, and families, including individual support sessions, family bereavement counseling, peer support groups, school-based grief groups, therapeutic workshops, and adult grief support programs. "Many families are unaware that these services are available at no cost," Conley said.

Picnic with Ponies will take place from 11 a.m. to 2 p.m. on Saturday, June 6 at the Hidden Acres Rescue for Thoroughbreds, 6360 Arborwood Drive in Cocoa. The event is free, but advance registration is requested. For more information, and to register, call (321) 338-5969.

This reporting is supported by a Journalism Funding Partners grant. Mental Health Reporter Jennifer Torres can be reached at JMTorres@gannett.com

Budget

Continued from Page 1A

the Republican governor for much of the two-month regular session, which ended March 13 without a budget agreement. House clashes with DeSantis and his allied Senate President Ben Albritton, R-Wauchula, forced lawmakers into the costly overtime session.

Stalemate over spending finally ends

The stalemate formally ended with the budget votes taken by the House and Senate early afternoon, May 29.

Democrats, though, criticized the spending plan as not addressing affordability issues facing many Floridians.

"While I understand that we have a budget, albeit two months late, this process was not transparent, and it's very clear it did not focus on the people of Florida," said Rep. Michele Rayner, D-St. Petersburg.

House Democratic Leader Fentrice Driskell of Tampa also said housing, insurance and inflation will remain pivotal issues heading toward the fall's elections, but that Florida's spending plan falls short.

"There's a lot of what's in the budget that just doesn't meet the moment," Driskell said.

GOP leaders said little about the budget

Budget chair Lawrence McClure of Dover was the only House Republican to address the blueprint. He defended it and challenged its portrayal by Democrats.

"It's a disingenuous argument," McClure said, adding that the budget corrects what had been a looming revenue shortfall.

"When we inherited this budget, we were $2 billion in the rear... now we're $5 billion to the plus side," he said about the future dollar balance.

Senate Republicans also said little about the long-awaited budget. But Sen. Don Gaetz, R-Niceville, said he welcomed that spending was restrained – although agreement was reached only after a lot of rancor between GOP leaders.

"[I am] as content as the conditions allow," Gaetz said. "Were there things in the budget I wish could be changed? Yes."

For all the hand-wringing that led to overtime, the House in the end went along with much of the governor's wish list, including big spending on Everglades restoration and continued cash for such DeSantis demands as the job growth grant fund and State Guard.

The dynamic between DeSantis and Republican supermajorities in the House and Senate carried some parallels to Washington, where GOP lawmakers regularly defer to President Trump.

Shades of Washington in how DeSantis, GOP lawmakers interact

There had been plenty of huffing and puffing by the governor's fellow Republicans over policy measures. But in the end, they mostly fell in line with what he wanted. Some Florida cohorts were bypassed in the spending plan. State workers received no across-the-board pay raises, which breaks a streak of pay bumps in recent years. Although 4% hikes were included for state law enforcement, firefighters and park rangers.

Correctional officers also were adjusted from $22-an-hour to $24.

But DeSantis and Republican leaders ignored calls from Democrats to cut temporarily the state's gas tax, in a bid to ease Floridians pain at the pump. Florida schools also will likely continue to face budget woes in the coming year, as per-pupil spending was pushed up less than 2%.

Public schools also failed to get from GOP leaders what many advocates sought: Separation of universal school voucher money from other funds going to public schools.

The voucher program has been plagued by a failure to account for millions of the $4.5 billion that flows through the program, which lets students use taxpayer dollars to pay for tuition at private schools.

Instead, $79 million is being made available to school districts suffering from declining enrollment. And lawmakers said $1.5 billion of what's steered to schools must be used on increasing teacher pay.

All told, DeSantis and Republican leaders touted they were spending less money by total and per-capita Floridian in the new budget than in the current year. They're also tucking away $14 billion in reserves and continue to pay down the state debt.

Budget-writers also refused to take care of the governor after he leaves office.

A Senate-backed proposal to have taxpayers provide state law enforcement security for DeSantis and his family a year after he leaves office in January failed to make it into the budget deal.

A host of flashpoints settled with dollars

Other flashpoints between lawmakers and the governor's office also were resolved in the spending plan.

Lawmakers poured $224 million into the state's emergency fund, which DeSantis has used on controversial immigration enforcement, including housing detainees at South Florida's so-called Alligator Alcatraz, now in the process of closing.

The governor can continue using these hurricane



Five months after he opened the 2026 legislative session with his State of the State address, Gov. Ron DeSantis finally gets much of what he wanted in the $114.5 billion budget approved by lawmakers on May 29. ALICIA DEVINE/TALLAHASSEE DEMOCRAT

dollars on immigration. But he now must report quarterly to the Legislature on where the money goes.

Lawmakers also included $75 million for the state's AIDS Drug Assistance Program, which gives HIV-positive Floridians access to life-saving medication. The DeSantis administration had imposed deep cuts to the program earlier this year.

DeSantis' New College bid is pushed by House

While Perez and DeSantis openly sparred over many policy and spending issues, the House went so far as to do the governor's bidding on the controversial transfer of the University of South Florida's decades-old Sarasota-Manatee campus to New College of Florida.

New College has been brought under control of DeSantis allies looking to convert it into a conservative bastion.

New College will be getting 32 acres of land and buildings in a move opposed by many business leaders, educators and political officials in the region, including incoming Senate President Jim Boyd, R-Bradenton.

But Boyd's resistance was overwhelmed by the House and his fellow senators.

As part of the trade, New College also will be taking over $53 million of debt from USF-Sarasota-Manatee, which some have questioned as putting a new burden on the already financially struggling school favored by DeSantis.

Universities lose 'preeminence' dollars; Senate leader fails to secure Rural Renaissance

Florida's top-ranking universities also take a hit with lawmakers eliminating "pre-eminence funding," a longstanding program that steered extra state dollars to research schools and helped the state achieve higher national rankings.

The University of Florida, Florida State University and the University of South Florida are among the schools losing this boost in the budget.

While he lost out in the USF transfer, Boyd also wasn't the only top senator rebuffed.

For the second straight year, Albritton's top priority, which he'd dubbed Rural Renaissance, was rejected by the House.

The $152 million package included money for infrastructure improvements, job training and housing, targeted at regions like Albritton's Hardee County, southeast of Tampa.

While DeSantis didn't get all the tax breaks he'd promoted, the Legislature set aside about $150 million in tax cuts.

Tax breaks modest, but the 'Big Kahuna' looms

Included are reductions for installing impact-resistant windows, admission to some professional tennis events at Miami's Hard Rock Stadium, and sales tax holidays for school shopping, camping, hunting and fishing.

Rep. Angie Nixon, D-Jacksonville, blasted the tax break package as ignoring the needs of most Floridians. "We are offering up a ton of tax relief... but for the average everyday working person in our state, there is nothing in there whatsoever," Nixon said.

Lawmakers will return June 1 for another special session to tackle a property tax cutting proposal DeSantis wants to put before voters in November. The drive to reduce property taxes, the governor has called the "Big Kahuna."

But broad opposition from cities, counties, health care organizations and others who rely on money raised through property taxes are poised to make the scheduled three-day session a divisive one.

During an appearance in South Florida while lawmakers were wrapping up the budget, DeSantis said he saw a silver lining to having a property tax measure on the November ballot.

He said it may be a vote-driver, with critical midterm contests for Congress and the election of Florida's next governor sharing the ballot

"It's going to give some people a reason to come out and vote in November who might not otherwise come out and vote," DeSantis said.

John Kennedy is a reporter in the USA TODAY Network's Florida Capital Bureau. He can be reached at jkennedy2@usatodayco.com, or on X at @JKennedyReport. USA TODAY Network – Florida reporter Stephany Matat can be reached at SMatat@usatodayco.com. On X: @stephanymatat.

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Lucilene Ribeiro
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:

BRE Brevard Florida Today 05/18/2026, 06/01/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/01/2026

D. Roberts

Legal Clerk

Kongmeng Yang

Notary, State of WI, County of Brown

9-3-29

My commission expires

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State of Wisconsin

CITY OF COCOA NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT

THE CITY OF COCOA COUNCIL

PROPOSES TO CONSIDER THE FOLLOWING:

26-02000001 3095 Grissom Parkway – Zoning Text Amendment
Request to approve an applicant-initiated zoning text amendment to allow for large-scale commercial recreation within the Manufacturing and Industrial (M2) zoning district.

ORDINANCE 04-2026
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED USES RELATED TO LARGE-SCALE COMMERCIAL RECREATION CENTERS AND GYM AND FITNESS FACILITIES GREATER THAN 12,000 SQUARE FEET IN SIZE IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

City of Cocoa Council
FIRST READING WILL BE HELD ON

May 26, 2026

City of Cocoa Council
SECOND READING WILL BE HELD ON

June 9, 2026

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, FLORIDA 32922

General Notice Information:

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

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 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 or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council, who may or may not participate in the Board discussions held at this public hearing. The 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:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8400.

Interested persons may submit their written comments or questions prior to the meeting via email at cityclerk@cocoafl.gov or via E-comments on the online agenda at the link above. Any electronic comments submitted will be included in the meeting record.

Viewing the Meeting Live

Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

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

FT-44035157

CITY COUNCIL AGENDA ITEM

Memo Date:	May 19, 2026
Agenda Date:	June 9, 2026
File ID:	2026-418
Prepared By:	Jennifer Webster, Senior Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration on First Reading of an Ordinance of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow for Optical Services as a permitted use in the Uptown Neighborhood (UN) Subdistrict of the Cocoa Waterfront Overlay District where the underlying zoning category is Core-Commercial (C-C).

BACKGROUND:

The applicant for this request is Stacie Sidwell, owner of Freedom Optical Inc., a retail eyewear boutique that offers comprehensive eye care services including refractive eye exams, contact lens fittings, and fulfillment of eyeglass prescriptions. The owner was operating out of 217 King St and has recently relocated to the existing building at 120 N Forrest Avenue, which is within the Uptown Neighborhood (UN) Subdistrict of the Waterfront Overlay (WOD). Optical Services as a use is currently not permitted in this subdistrict.

Created in 2013, the UN subdistrict is one of the eight (8) subdistricts in the WOD. The WOD and its subdistricts were created to establish urban design standards to perpetuate positive residential and commercial design elements and development patterns found within the Cocoa Redevelopment Area. Where the subdistricts dictate the urban form and development pattern, the subdistricts' underlying zoning dictates the uses permitted in each subdistrict.

In this case, there are 13 parcels in the UN Subdistrict that have an underlying zoning of Core Commercial (C-C).

The Core Commercial C-C zoning category applies to the core area as described in the city's adopted redevelopment plan and are intended to be low to medium intensity commercial, office and professional uses and 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 C-C zoning category currently allows professional offices, dental clinics, medical clinics, offices and labs, personal service establishments, and retail, however, it does

not include “optical services”, which is a separate line-item use. Currently, in the WOD “optical services” is only permitted where the underlying zoning is Central Business District.

Therefore, the applicant is requesting “optical services” be added to the list of permitted uses in the Waterfront Overlay District, Uptown Neighborhood Subdistrict, where the underlying zoning is C-C. If approved, this change would affect 13 properties, including the subject parcel at 120 Forrest Avenue. See Attachment E - Map Package for a depiction of the subject area.

SUMMARY OF CODE REVISIONS

This ordinance will make a small change to Appendix A, ART XI, Section 22 – Cocoa Waterfront Overlay District, Subsection (F), the Table of Uses. Where “Optical Services” intersects with Uptown Neighborhood/C-C, a “P” will be added, indicating that use will be permitted by right in the UN/C-C subdistrict/underlying zoning category. Zoning Code changes are also described in the proposed Ordinance NO. 11-2026, Attachment A.

ANALYSIS

I. Zoning Code

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:

a. The need and justification for the change.

Staff Finding: The need for the change is applicant-initiated to allow a use, “optical services,” in the UN subdistrict of the WOD, which is otherwise consistent with similar permitted uses already allowed in the subdistrict, including professional office, medical clinics and labs, and retail. As mentioned, the underlying C-C zoning permits medical and professional services and retail but excludes “optical services”. The North American Industry Classification System (NAICS) classifies such businesses as Optical Goods Stores, which are establishments primarily engaged in the retail sale and fitting of prescription eyeglasses and contact lenses, or optician services. The services Freedom Optical Inc. provides are a hybrid of such retail and technical professional services.

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 majority of the subject parcels have a Mixed-Use future land use designation. Core Commercial is an applicable zoning category to the Mixed-Use Future land use.

The proposed amendment expands the permitted uses in UN/C-C to include

neighborhood commercial-type activities that are professional in nature. This aligns with the Comprehensive Plan's goals of promoting diverse land use patterns that support surrounding residential growth while accommodating compatible commercial activities in designated areas.

II. COMPREHENSIVE PLAN ELEMENTS

The proposed amendment is anticipated to assist in attaining the following cited goals and objectives of the City of Cocoa Comprehensive Plan:

FUTURE LAND USE ELEMENT

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 […] The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

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.

Objective 1.1.4: Redevelopment.

Policy 1.1.4.1: 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 and the Diamond Square Redevelopment Area.

Policy 1.1.4.4: The CBD overlaps with the Cocoa (Downtown) Redevelopment Area. The three redevelopment areas outside the CBD are intended to complement, and not compete, with the CBD.

Policy 1.1.4.12: The City shall coordinate redevelopment issues with the private sector to promote mobilization of public and private resources necessary to effectively carry out redevelopment efforts.

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

Policy 1.1.10.7: Existing land uses which are incompatible or inconsistent with the City's Future Land Use Map will continue to be identified and addressed.

CONCLUSIONS

If this request is approved, and the use of “optical services” is applied to the UN/C-C sub- and underlying zoning, any new “optical service” business uses will be subject to parking and parking area ratio requirements, signage regulations, and all other applicable code requirements. In some instances, this may require a Minor Site Plan Amendment.

In conclusion, the proposed change will not negatively impact the existing neighborhood and will further the objectives of the Waterfront Overlay District by supporting mixed-use, neighborhood level, commercial development for Cocoa Village.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
June 3, 2026: The Planning and Zoning Board recommended **APPROVAL** of Ordinance 11-2026.

RECOMMENDED MOTION:
Staff requests that City Council **APPROVE** on First Reading Ordinance 11-2026, to allow for Optical Services as a permitted use in the Uptown Neighborhood (UN) Subdistrict of the Cocoa Waterfront Overlay District where the underlying zoning district is Core-Commercial (C-C).

ORDINANCE NO. 11-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW FOR OPTICAL SERVICES AS A PERMITTED USE IN THE UPTOWN NEIGHBORHOOD (UN) SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT WHERE THE UNDERLYING ZONING DISTRICT IS CORE-COMMERCIAL (C-C); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to amend Appendix A, *Zoning*, Article XI, *Schedule of District Regulations*, Section 22, *Cocoa Waterfront Overlay District*, of the City of Cocoa Code of Ordinances to allow optical services as a permitted use in the Uptown Neighborhood (UN) subdistrict where the underlying zoning district is Core Commercial (C-C); and

WHEREAS, allowing optical service uses in the Waterfront Overlay District will promote the creation of desirable and unique mixed-use commercial-residential spaces to benefit residents of and visitors to the Waterfront Overlay District; 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, FLORIDA, HEREBY ORDAINS, AS FOLLOWS:

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

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

* * *

APPENDIX A – ZONING

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 22. – Cocoa Waterfront Overlay District.

* * *

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

"Key: SE-Special Exception, Blank Cell-Not Permitted, P-Permitted, RP- as identified on the regulating plan"	**Heart of Cocoa**	**Uptown Neighborhood (UN)**			**South of the Village (SV)**		**South End (SE)**		**Waterfront (WF)**	**Cocoa Village**			**North of the Village (NV)**			**King Willard (KW)**		
	RU-2-10	**RU-2-25**	**CBD**	**C-C**	**RU-2-25**	**CBD**	**CBD**	**C-C**	**CBD**	**RU-2-10**	**CBD**	**C-C**	**C-G**	**C-C**	**C-P**	**CBD**	**C-P**	**C-C**
* * *																		
Commercial																		
* * *																		
Optical Services			P	**P**		P	P		P		P		P			P		
* * *																		

* * *

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 of Cocoa Code 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 of 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 _____, 2026.

_____
Michael C. Blake, Mayor

Attest:

_____
Monica Arsenault, City Clerk

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

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT ONLY)

Planning and Zoning
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

APR 27 2026

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Request:** To add "optical services" to the list of allowable uses in the C-C zoning district, Uptown Neighborhood Subdistrict of the Waterfront Overlay District.

2. **Applicable City Code Section(s):** Appendix A, Art XI, Section 22, Table (F) Uses.

3. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): Freedom Optical Inc.

Name: Stacie Hart Sidwell and/or Michael Sidwell

Mailing Address: 120 Forrest Ave.

City: Cocoa State: FL Zip Code: 32922

Phone #: 321.305.6647 Fax #: 321.208.8019

Mobile #: 321.917.1125/863.287.9418 E-mail: stacie@freedomopticalinc.com

4. **Please submit the following items in order complete the application:**

a. ☑ **Notarized application.**

b. ☑ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

c. ☐ **Corporate documents.** If the applicant is representing a company, articles of incorporation which show the applicant is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

d. ☐ **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

5. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

6. **Dates and locations of public hearings.** All zoning text ordinance amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

7. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

8. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

9. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

10. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

11. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

12. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

13. Zoning Text Amendment Petition

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text amendment as specified below:

a. In order to approve a zoning text ordinance amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(2) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council.

a. The need and justification for the change.

To be permitted to operate as an "optical services" business in additional to providing retail optical products. Optical services can be considered a medical clinic or lab, which are already permitted in the previous zoning district and subdistrict.

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.

Stacie Hart Sidwell
Applicant's Signature

04.17.2026
Date

Stacie Hart Sidwell
Applicant's Printed Name

14. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF BREVARD. I, MICHAEL C. SIVERS being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

John L. Sauter
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced Florida Driver license

Notary Public State of Florida
John L. Sauter
My Commission HH 696696
Expires 10/30/2029

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 20 day of April, 20 26

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

APPLICATION FOR BREVARD COUNTY BUSINESS TAX RECEIPT

COMPLETE THIS SECTION: (Print or Type) ☑ Original Application ☐ Transfer / Correction of Existing Tax Receipt

1. BUSINESS NAME: Freedom Optical Inc
   Individual Professionals: Skip Line #1 BUSINESS NAME = Trade Name D/B/A
2. OWNER(S): Stacie Hart Sidwell
3. TELEPHONE: Business: 321-305-6647 Cell: 321-917-1125
   Home: _____ Fax: 321-208-8019
4. LOCATION: 217 King Street Cocoa Florida 32922
   [Physical Street Address; NOT a P.O. Box]
   IS THE SUBJECT PROPERTY WITHIN CITY LIMITS? ☑ Yes ☐ No IF YES, CITY RECEIPT # 25-00008997
   IF NO, COMPLETE ZONING VERIFICATION SECTION ON BACK PAGE: (Brevard County Zoning Div. Ph # 321-633-2070)
5. MAILING ADDRESS: 217 King Street Cocoa Florida 32922
6. OPENING DATE OF BUSINESS, OR DATE BUSINESS ASSUMED OR RELOCATED: 09/11/2024
7. FLORIDA SALES TAX REGISTRATION # 15-8017858440-5 (If Applicable)
8. FIN # 84 - 2532523 OR SS# _____ *
9. CERTIFICATION OR STATE BOARD # DO 6514
   (CONTRACTORS, PROFESSIONALS, ETC.)
10. NATURE OF BUSINESS: Optometrist, Optitcian, Optical Retail
    (SPECIFY ACTIVITY / ACTIVITIES, TYPE OF SALES OR SERVICE)
11. DO YOU APPLY FERTILIZER TO TURF AND/OR LANDSCAPE PLANTS? ☐ Yes ☑ No
    (See Instructions & Information Sheet for more information.)
12. EMAIL: stacie@freedomopticalinc.com WEBSITE: www.freedomopticalinc.com

ACKNOWLEDGMENT:

Issuance of a Brevard County Business Tax Receipt DOES NOT certify compliance with related Florida Laws or Brevard County Ordinances. Although regulatory requirements for specified activities may have been required by Statute, failure to disclose specific activities (on line 10) may result in insufficient determination of known pre-requisites. Although zoning verification may have accompanied this application, specific violations are not defensible by issuance of this tax receipt.

Services, construction related activities, and other shall be responsible for determining the limitations of activities which otherwise require regulatory compliance (i.e. "Handyman" prohibited from Electrical, Plumbing, Roofing, etc. which requires Certificate of Competency, or State of Florida Certification). The Brevard County Business Tax Receipt shall be subject to revocation upon notification by appropriate Regulatory Agency, or knowledge by Tax Collector (& employees) that activities are engaged in which require Regulatory compliance, until such Regulatory requirement is fulfilled, or until prohibited activity ceases.

* Pursuant to Florida Statute 119.071(5)(a)2.a, the purpose for the Tax Collector's collection of an individual's social security number for this application is to comply with Florida Statute 205.0535(5) which requires that no local business tax receipt be issued unless the social security number is obtained from the person to be taxed.

I hereby declare the information submitted herein to be true to the best of my knowledge, and that I have read the above acknowledgment.

APPLICANT'S SIGNATURE X _____ DATE _____

Identification (Driver Lic. # etc) _____

Florida Driver's License, notarized acknowledgment, Corporate Charter Receipt from Secretary of State. If application is completed by other than owner(s) [including ALL partners], a copy of the organizational documents must be included. (i.e. partnership agreement, Corporate charter, etc.)

DO NOT WRITE IN THIS BLOCK: TAX COLLECTOR'S USE

TRANSFER: ☐ Ownership ☐ Location

ACCOUNT # _____

EXEMPTION _____ City Code _____

CLASSIFICATIONS: CERTIFICATION#

_____ _____

_____ _____

_____ _____

_____ _____

RECEIPT AMOUNT

HAZARDOUS WASTE FEE MAY APPLY. (SEE PRIOR PAGE FOR INSTRUCTIONS) _____

ZONING

TOTAL DUE: Per Instruction Sheet You will be contacted and given amount due.

Mailed / Distributed by: WEBSITE Date: _____

☐ Advised of T.P.P. (Acct #): _____ Issued By: _____ Date: _____

INSTRUCTIONS & INFORMATION

(City Limits)

ATTENTION

Your application for Brevard County Business Tax Receipt cannot be processed until the requirements have been met and proof submitted with application. Original copies may be presented for verification when applying in person. Photocopies should be used when submitting by mail.

Instructions:

1. Complete the Business Tax Receipt application. For questions concerning this form contact the Tax Collector's Office at 321-264-6969 or 321-633-2199.
2. Provide a completed City Tax Receipt reflecting the current business location and type of business that is being conducted at that location. Contact your City for information on the City Business Tax Receipt.
3. If using a business name, provide a copy of the fictitious name registration and/or Corporation receipt from Florida Secretary of State.
4. Other documents may be required depending on the type/nature of business you are conducting i.e. State of Florida Certification, Certificate of Competency, Florida Dept of Agricultural and Consumer Service Certification, auto dealer's license, etc.
5. There may be an additional Hazardous Waste Surcharge due depending on the type of business you are conducting. The Hazardous Waste surcharge is $50.00. The Tax Collector's Office will notify you if an additional surcharge is required or contact our office at 321-264-6969 or 321-633-2199 to verify if a hazardous waste fee is required for your type of business.
6. If you are applying fertilizer to turf/or landscape plants in the course of a commercial business (ex. Landscaping, yard care, etc.), you are required to provide a copy of a DOACS Certification issued by The Bureau of Entomology and Pest Control (850-617-7997). If fertilizer is being applied to turf/or landscape plants to a business property by an employee of the business (ex. cemeteries, power plants, hotel/motel, schools, etc.), you are required to provide a copy of a Certificate of Training Best Management Practices by Florida Green Industries (352-273-4517).
7. Please do not submit amount due with your application. Once your application has been approved, you will be contacted and given the total amount due. If any further information or review is needed you will be contacted by the specific department for which the information is required.
8. Proof of personal identification is required.

Requirements *(a copy of one or more of these requirements may need to be submitted depending on the business name and the nature of the business):*

- Fictitious name registration and/or Corporation receipt from Florida Secretary of State. **(850) 488·9000 www.sunbiz.org**
- Certificate of Competency or State of Florida Certification [Contractors]. **County: 321 633·2058 State: 850-487-1395**
- State of Florida Certificate or Registration as subject to: Dept of Business and Professional Regulation or other Regulatory Boards. i.e., Florida Bar, State Dept of Health, Secretary of State, etc.
- Certificate(s) from Hotel & Restaurant Commission. **850·487·1395** (State of Florida Dept. of Business Regulation)
- Florida Dept of Agriculture & Consumer Services **800·435·7352**
- Auto Dealer's License [FL Dept of Highway Safety & Motor Vehicles] **321·383·2748**
- Second Hand Dealer License **321·757·7070 [Dept. of Revenue]** Notify Brevard County Sheriff Pawn Compliance: **321-617-7306**

Mail to: Brevard County Tax Collector
P.O. Box 2500
Titusville, FL 32781-2500

To Apply In Person: Brevard County Tax Collector
400 South Street, 6th Floor
Titusville, FL 32780

2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P19000056943

Entity Name: FREEDOM OPTICAL INC

Current Principal Place of Business:

120 FORREST AVE
COCOA, FL 32922

Current Mailing Address:

120 FORREST AVE
COCOA, FL 32922 US

FEI Number: 84-2532523

FILED
Apr 17, 2026
Secretary of State
2300525343CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SIDWELL, MICHAEL C
120 FORREST AVE
COCOA, FL 32922 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	VP, SECRETARY
Name	SIDWELL, STACIE HART	Name	MICHAEL, SIDWELL
Address	120 FORREST AVE	Address	120 FORREST AVE
City-State-Zip:	COCOA FL 32922	City-State-Zip:	COCOA FL 32922

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL SIDWELL VP S 04/17/2026

Electronic Signature of Signing Officer/Director Detail — Date

Freedom Optical
BTR Address Change

- Bring LLC on new address change

- extra copies of BTR

COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8501
EMAIL: building@cocoafl.gov
www.CocoaFL.gov

Steps to Obtain a Business Tax Receipt in Cocoa – Updated 2-21-2025

- Contact the City of Cocoa's **Planning Department** to ensure the proposed business location is within the City limits and is compatible with zoning and land use regulations. They may be reached at 321-433-8451.

- If you are a professional or in a business that requires a license from any division of the State of Florida, you must first obtain your State license before applying for a City of Cocoa Business Tax Receipt. For more information, please refer to State of Florida Regulated Businesses (**https://www2.myfloridalicense.com/services-requiring-a-dbpr-license/**).

- If the proposed business is called by any name other than the full legal name of the owner or a corporation uses a name other than its legal corporate name, a fictitious name (also known as a Doing Business As (DBA)) must be registered with the State. Forms and additional information are available from **SunBiz** (**sunbiz.org**) or via phone at 850-487-6058.

- Any entity that transacts business as a corporation is required to file documents of incorporation or authorization with the State Division of Corporations. Proof of active status must be submitted with your application for a City of Cocoa Business Tax Receipt. Additional information is available via phone: 850-488-9000.

- Once you have obtained the City of Cocoa Business Tax Receipt, you must apply for a Brevard County Business Tax Receipt. They can be reached at 321-633-2199.

- Please follow the CHECKLIST on the following pages to complete your Business Tax Receipt application.

- HOME BASED BUSINESSES APPLICANTS:
  - Applicants must sign and notarize the "Home Occupation Affidavit".
- HANDYMAN APPLICANTS:
  - Applicants must sign and notarize the "Handyman Affidavit".
- RESIDENTAL RENTAL APPLICANTS:
  - Applicants must sign and notarize the "Residential Rental Program Local Agent Registration Form".
- COMMERICAL PROPERTY APPLICANTS:
  - Applicants must submit a site plan indicating the exits, exit signs and fire extinguishers.
  - Applicants must schedule their fire inspection **AFTER** Planning and Zoning approves the application. Planning and Zoning Staff will notify you if your application is DENIED for zoning code discrepancies.

Fees will be due at time of issuance by the Building Department. You will be notified of the total fee due upon issuance.

After receiving your approved City of Cocoa Business Tax Receipt, you MUST apply for a Brevard County Business Tax Receipt at the following website:

https://www.brevardtaxcollector.com/services/business-tax-receipts/

Telephone number 321-264-6969 or 321-633-2199

ALL BUSINESSES IN THE CITY OF COCOA MUST RENEW THEIR BUSINESS TAX RECEIPT ANNUALLY, BY OCTOBER 1 OF EACH YEAR.

A RENEWAL NOTICE WILL BE MAILED IN JULY/AUGUST EACH YEAR.

Updated 2-21-2025

Business Tax Receipt Checklist

- Property must be located in the City of Cocoa.
- If the proposed business will be called by any other name besides the full legal name of the owner, or a corporation uses a name other than its legal name, a fictitious name (also known as a DBA or Doing Business As) must be registered with the State of Florida. The Principal address must reflect an address in the City of Cocoa or the corporate address of the business. Forms and additional information are available from **www.sunbiz.org** or via phone at 850-487-6058.
- Property Owner must sign and have their signature notarized on the Business Tax Receipt application or attach a copy of the notarized lease to the application.
- Proof of signer agent for property owner:
    - This may be found on the Brevard County Property Appraiser (bcpao.us) site. Please provide a copy and attach it to the Business Tax Receipt application.
    - You may also provide a copy of a Warranty Deed or any other proof of ownership.
    - If the property is listed under a corporation or LLC, please provide a copy of the company's Sunbiz documentation showing proof of signer agent for the property and also attach it to the application.
    - HOME BASED BUSINESSES: If the applicant's home is recorded under an Estate, please provide proof of signer agent for the Estate and attach it to the application.
- Applicants must sign and have their signature notarized on the application. City Staff can notarize the application.
- If you are a professional or in a business that requires a license from any division of the State of Florida, you must first obtain your State license before applying to the City of Cocoa for a Business Tax Receipt. Please refer to the chart on the application.
- If you are opening a restaurant/bar/lounge, please submit a menu for food and beverages being served.
- Applicants must fill out and submit an Emergency Contact Form.

Building Department | building@cocoafl.gov
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8501

BUSINESS TAX RECEIPT APPLICATION

PLEASE CHECK WHICH APPLIES:

- [x] COMMERCIAL BUSINESS
- [ ] HOME BASED BUSINESS
- [ ] NEW BUSINESS
- [x] ADDRESS CHANGE
- [ ] NAME CHANGE
- [ ] TRANSFER OF OWNERSHIP

OFFICE USE ONLY:

Tax Receipt #: _____

Home Occ. #: _____

NAICS CODE: _____

Fees Due: _____

BUSINESS INFORMATION:

BUSINESS NAME: Freedom Optical, Inc.

BUSINESS ADDRESS: 120 Forrest Ave. Cocoa FL 32922
(Include Street Address, City, State, Zip Code)

MAILING ADDRESS: _____
☑ ***Check here if same as physical address.***

BUSINESS PHONE: 321. 305. 6647 EMERGENCY PHONE: 321 917 1125

BUSINESS WEBSITE: www.freedomopticalinc.com

NUMBER OF FULL TIME EMPLOYEES: 2 NUMBER OF PART-TIME EMPLOYEES: 0

PLEASE CHECK ONE: ☐ SOLE PROPRIETOR ☒ CORPORATION ☐ PARTNERSHIP

DATE BUSINESS IS PLANNING TO OPEN/TRANSFER/RELOCATE AT THIS LOCATION: MAY 30, 2026

PLEASE EXPLAIN IN DETAIL THE NATURE OF YOUR BUSINESS, INCLUDING NORMAL BUSINESS SCHEDULE (DAYS/HOURS), LIST OF ANY CHEMICALS USED AND/OR STORED AT THE BUSINESS LOCATION SITE, ETC. YOU MAY ATTACH OR INCLUDE LITERATURE, BROCHURES, MENU, OR ANY PROMOTIONAL MATERIALS YOU MAY HAVE PREPARED FOR YOUR BUSINESS. INCLUDE ALCOHOL SALES (BEER/WINE OR FULL ALCOHOL).

Retail Sales: Eyeglasses, Sunglasses, Contact Lenses.

Optical Services pending zoning text amendment to add use to C-C / Uptown zoning district.

CONTACT FOR FIRE INSPECTION: (NOT APPLICABLE TO HOME BASED BUSINESS)

NAME: Stacie Hart Sidwell PHONE NUMBER: 321. 917. 1125

MISCELLANEOUS INFORMATION (NOT APPLICABLE TO HOME BASED BUSINESS)

NUMBER OF PARKING SPACES: 12reg, 1HC SQUARE FOOTAGE: 3,800 sq. ft.

HOTEL/MOTEL/APARTMENTS: NUMBER OF ROOMS/UNITS: n/a

RESTAURANT/BAR/LOUNGE: NUMBER OF SEATS: n/a SALON: NUMBER OF CHAIRS: n/a

RESTAURANT/BAR/LOUNGE: TYPE OF ALCOHOL SERVED: n/a

BUSINESS OWNER INFORMATION:

1. NAME AND TITLE: Stacie Hart Sidwell

ADDRESS: 425 Poi Ct. Merritt Island, Fl, 32953

(Include Street Address, City, State, Zip Code)

EMAIL ADDRESS: stacie2freedomopticalinc.com

PHONE NUMBER: 321. 917. 1125

2. NAME AND TITLE: Michael Sidwell

ADDRESS: 425 Poi Ct. Merritt Island, FL. 32953

(Include Street Address, City, State, Zip Code)

EMAIL ADDRESS: mike2genesispnt.com

PHONE NUMBER: 863. 287. 9418

NOTICE TO PROPERTY OWNER/TENANT:

ANY ALTERATION TO THE BUILDING WILL REQUIRE A BUILDING PERMIT AND INSPECTIONS FOR COMPLIANCE WITH ADOPTED CITY BUILDING CODES. THIS INCLUDES WALL PARTITIONS AND WALL COVERINGS SUCH AS ELECTRICAL, PLUMBING, AND/OR MECHANICAL WORK. IN ADDITION, A BUILDING PERMIT WILL BE REQUIRED FOR ANY GROUND OR WALL MOUNTED SIGN ERECTED OR ALTERED AT THIS LOCATION.

BTR NOT TRANSFERABLE:

APPROVAL TO CONDUCT A BUSINESS IS NOT TRANSFERABLE FROM ONE PERSON TO ANOTHER OR FROM ONE LOCATION TO ANOTHER. A NEW APPLICATION IS REQUIRED.

APPLICANT SIGNATURE

I certify that all of the information herein is true and correct to the best of my knowledge and belief. If any portion is found to be false or misrepresented, such fact may be just for immediate revocation of any license issued to me. It is further understood that I must comply with all codes in the City of Cocoa and failure to correct conditions, which are in violation, is punishable under the code or sufficient cause for violation of my license. I acknowledge that the issuance of this will be performed and should deficiencies be found that are in conflict with the city code, I will make the required corrections and pay the applicable fee(s).

Michael C. Sidwell
Printed Name

Applicant Signature

4/20/2026
Date

State of Florida, County of Brevard

Subscribed and sworn to before me this 20 day of, April, 20 26, personally appeared _____, ☐ who is personally known to me or ☑ produced Florida Driver license as identification, and who did/did not take oath.

John L Sauter
Notary Public Signature

Seal:

Notary Public State of Florida
John L. Sauter
My Commission HH 696696
Expires 10/30/2029

PROPERTY OWNER SIGNATURE (OR AN ATTACHED COPY OF A NOTARIZED LEASE)

I Certify that I am the simple owner (or legal representative) of the property at: 120 Forrest Avenue - Cocoa **and I hereby give authorization to this applicant to operate the above referenced business on my property described above.**

Lois Felder
Printed Name

Lois Felder
Property Owner Signature

04/24/2026
Date

State of Florida County of Brevard

Subscribed and sworn to before me this 24th day of, April, 20 26, personally appeared Lois Felder, ☐ who is personally known to me or ☑ produced FL Drivers License as identification, and who did/did not take oath.

Benjamin Alvarez
Notary Public Signature

Seal:

BENJAMIN ALVAREZ
Notary Public - State of Florida
Commission # HH 684613
My Comm. Expires Jun 6, 2029

OFFICE USE ONLY

PROPOSED BUSINESS IS LOCATED IN ZONING DISTRICT: _____

PROPERTY IS LOCATED IN THE FOLLOWING SPECIAL AREA:

☐ COCOA CRA ☐ DIAMOND SQUARE CRA

Staff – Please check **Approved or Denied** and place comments (especially for denial) in the **Comments** section.

It is the denying department's responsibility to notify the applicant that their application has been denied.

The Building Official will be the FINAL approval after all others have been completed.

Department	Approved	Denied	Signature	Date
Planning & Zoning				
Fire Inspector				
Environmental				
Building Official				

COMMENTS:

_____

_____

_____

_____

_____

IF APPLICATION HAS BEEN DENIED, CITE THE CODE OR POLICY BELOW:

_____

_____

_____

_____

CLASSIFICATION/CERTIFICATE REQUIREMENTS FOR PROFESSIONALS	AGENCY	TELEPHONE NUMBER
Accountant, Air Conditioning Contractor, Architect, Auction House/Auctioneer, Barber Shop/Beauty Salon, Electrical Contractor, Funeral Directing/Embalming, General Building Contractor, Manicurist, Plumbing, Real Estate Appraiser/Broker, Residential Contractor, Roofing Contractor, Special Trades Contractor, Veterinarian.	Department of Business and Professional Regulations	850-488-1234
Acupuncturist, Chiropractor, Dentist, Doctor of Medicine, Message Therapist, Nutritionist, Occupational Therapist, Optician, Optometrist, Pharmacy, Physical Therapist, Speech Pathologist.	Department of Health	850-488-0595
Apartment, Boarding House, Hotels/ Motels, Restaurant	Division of Hotels and Restaurants	850-487-1395
Attorney	Florida Bar (identification card)	850-561-5832
Automobile Vehicle Dealer, Automobile General Repair	Department of Highway Safety & Motor Vehicles	321-383-2748
Bakery, Dance Halls/Studios, Exterminator, Grocery/Convenience Store (if cooking food at location), Ice Cream Vendors, Physical Fitness Facility, Soliciting Contributions, Telephone Solicitation, Travel Agency.	Department Agriculture and Consumer Services	800-435-7352
Bank & Trust Companies, Fireworks Sales, Insurance Company, Loan Broker/Company.	Florida Department of Financial Services	850-413-3089
Acupuncturist*, Body Piercing, Daycare Centers/Preschool, Dog/Pet Grooming, Trailer/Mobile Home Site, Tanning Salon, Tattoo Establishment.	Brevard County Environmental Health	321-633-2053
Detective/Security Agency	Department of State	850-488-0595
Engineer	Florida Engineers Mgmt Corporation	850-521-0500
Alcohol Dealer, Gun Dealers, Tobacco Dealers	Bureau of Alcohol, Tobacco and Firearms	407-648-6136
Hospitals, Nursing & Personal Care	Division of Health Care Administration	850-488-1295

Cocoa Police Department
1226 West King Street I Cocoa, FL 32922
Phone: (321) 639-7620 I Fax: (321) 637-6352

Business Emergency Contact Information

Dear Merchant:

Date: 04.15.2026

The Cocoa Police Department requests your assistance to help us better serve you. If your business has been disturbed during the evening or early morning hours, if there has been an alarm or fire, or if we find an open door or anything else unusual, it is necessary that our responding officers be able to reach a responsible person to respond to the area immediately. Your assistance in answering the following questions fully will be appreciated.

The information provided will be used for official purposes only and will remain strictly confidential.

Name of Business: Freedom Optical, Inc.

Business Address: 120 Forrest Ave. Cocoa, FL 32922

Business Phone: 321.305.6647

Email: stacie@freedomopticalinc.com

Security System Installed? Yes ☑ No ☐ Type? (Audible, Motion, etc.) ADT

Describe Fully: Camera, Motion activated, 24 hour recording

Security Company Name and Phone #: _____

Guard Dog/Dog's name and type: _____

Cameras on Property Yes ☑ No ☐

Hazardous/Flammable/Combustible Materials inside or near business? Yes ☐ No ☑

Location and type: _____

If this property is equipped with security gates it would be beneficial and a time saving measure if you would provide the combination and/or access code in the event of an emergency and/or to conduct business checks.

Security Gates: Yes ☐ No ☑ Access Code/Combination: _____

Emergency Contacts: ***Must have business keys and be within 15-20 minutes arrival time.**

1) Name and Telephone #: Michael Sidwell 863.287.9418

2) Name and Telephone #: _____

3) Name and Telephone #: _____

Please notify us of immediately of any changes to the information provided. Also, if you permanently close or sell your business, please either change the information with us, or have the new owner(s) do so in order to allow us to update our records.

Please complete this form in its entirety and either to drop the completed form off at the Cocoa Police Department, mail to the above listed address, complete the form online at ***www.cocoapolice.com*** *or email it to* ***cocoarecords@cocoapolice.com***

Thank You!

Form # CPD 31 (07/2019)

COCOA FIRE RESCUE PRE-FIRE INSPECTION CHECKLIST

The City of Cocoa Fire Department has a FIRE INSPECTOR who will come out and periodically inspect your business. This list is not all encompassing, but will help serve as a guide for business owners to prepare for their fire inspection and ensure their business is kept up to code to ensure the safety of all occupants of the building. All buildings are subject to Florida Fire Prevention Code & a fire inspection.

- Have your address posted on outside of business – Minimum of 6" in size.
- Emergency lighting & illuminated exit signs operable in normal & battery mode.
  - Utilize "TEST" button on side of sign/light to test battery.
- All exit aisles clear from obstructions, minimum of 36" width.
- All exit doors unlocked & free of obstructions during business hours.
- Exit signs installed above all exit doors.
- All fire extinguishers tagged & certified by licensed fire extinguisher provider.
- Fire extinguishers inspected & tagged annually by certified fire extinguisher provider.
- Fire extinguisher properly mounted on wall and not obstructed from view.
- No extension cords or multi-plug adapters being used as permanent wiring.
- No large appliances (Refrigerator, Microwave, etc.) plugged into extension cords.
- No storage blocking electrical panels. – Minimum 36" clearance.
- Electrical boxes, outlets and switches properly covered with appropriate plates & fillers.
- All electrical breakers located inside panels labeled as to indicate their purpose.
- No large quantities of combustible materials stored near heat source or exit paths.
- All ceiling tiles in place. All large holes in ceilings & walls patched appropriately.
- All flammable and combustible liquids stored appropriately.
- Compressed gas cylinders secured to rack or use of strap to prevent falling.
- Fire alarm system in proper working order and system tested annually.
- Sprinkler system in proper working order and system inspected quarterly.
- No storage within 24 inches of ceiling, and not obstructing any sprinkler heads.
- Occupancy load & current business tax receipt posted in visible location near front door.

RESTAURANTS – IN ADDITION TO ABOVE LIST -

- Commercial Hood extinguishing system properly maintained, tagged & certified every 6 months.
- Commercial Hood Cleaning done by a professional company every 6 months.
- Class K Extinguisher provider in cooking area, inspected & tagged every 12 months.

2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P19000056943

Entity Name: FREEDOM OPTICAL INC

Current Principal Place of Business:

120 FORREST AVE
COCOA, FL 32922

Current Mailing Address:

120 FORREST AVE
COCOA, FL 32922 US

FEI Number: 84-2532523

FILED
Apr 17, 2026
Secretary of State
2300525343CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SIDWELL, MICHAEL C
120 FORREST AVE
COCOA, FL 32922 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

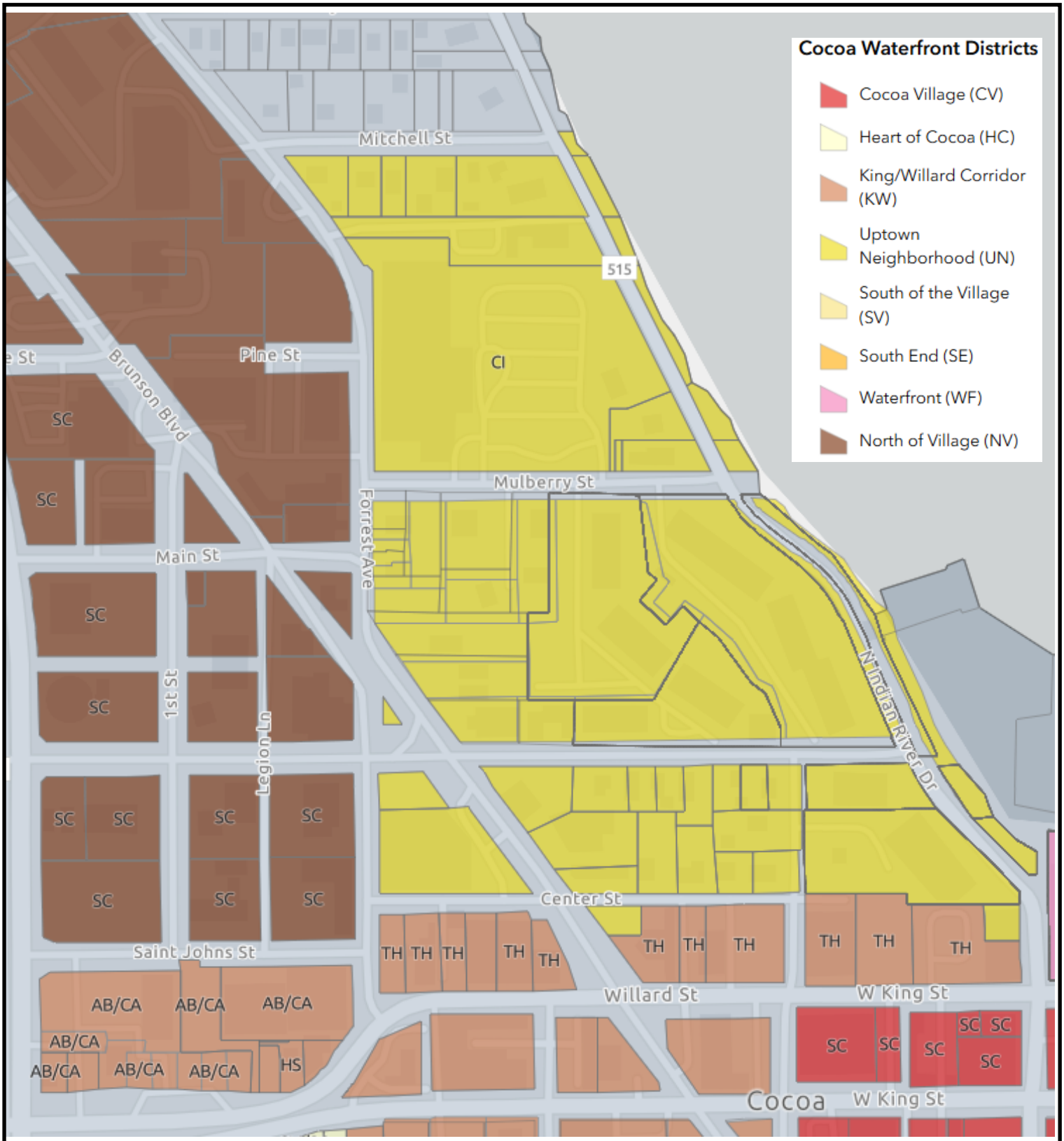
Officer/Director Detail :

Title	PRESIDENT	Title	VP, SECRETARY
Name	SIDWELL, STACIE HART	Name	MICHAEL, SIDWELL
Address	120 FORREST AVE	Address	120 FORREST AVE
City-State-Zip:	COCOA FL 32922	City-State-Zip:	COCOA FL 32922

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL SIDWELL VP S 04/17/2026

Electronic Signature of Signing Officer/Director Detail — Date

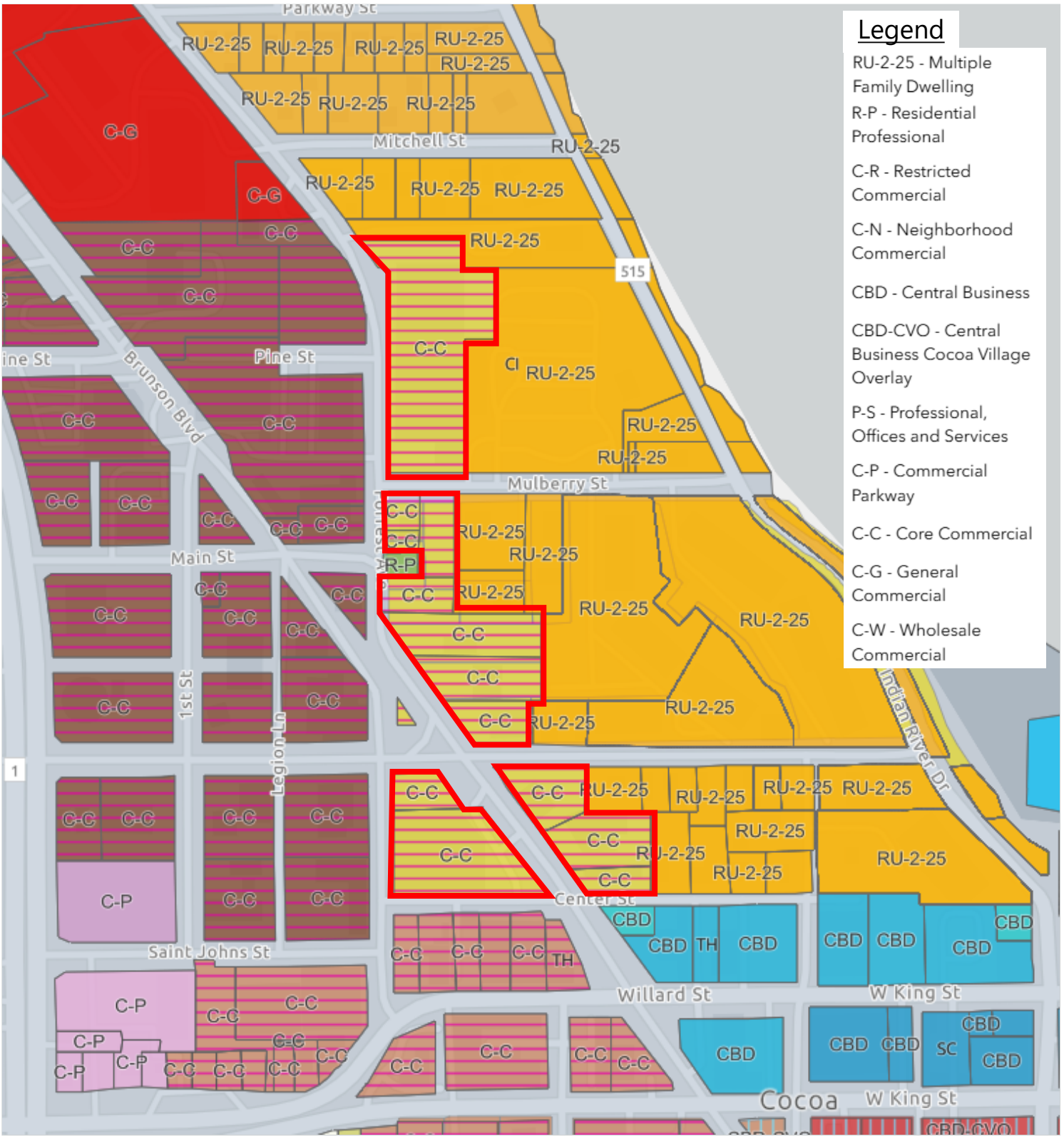


Uptown Neighborhood Subdistrict Map

(Not to Scale)

COCOA FLORIDA

Map Date: June 3, 2026



Uptown Neighborhood Subdistrict Map with Underlying Zoning

(Not to Scale)

Parcels Affected By Zoning Text Amendment

Map Date: June 3, 2026

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster,
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:

BRE Brevard Florida Today 05/19/2026

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 05/19/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$997.60	
Tax Amount:	$0.00	
Payment Cost:	$997.60	
Order No:	12336931	# of Copies:
Customer No:	1127247	1
PO #:	Planning & Zoning Board June 3, 2026 Uptown C-C	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
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:

PZ 26-02000002 ZONING TEXT AMENDMENT | ORD 11-2026
OPTICAL SERVICES IN WATERFRONT OVERLAY DISTRICT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW FOR OPTICAL SERVICES AS A PERMITTED USE IN THE UPTOWN NEIGHBORHOOD (UN) SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT WHERE THE UNDERLYING ZONING DISTRICT IS CORE-COMMERCIAL (C-C); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
June 3, 2026

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON
June 9, 2026
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-44037711

CITY COUNCIL AGENDA ITEM

Memo Date:	May 26, 2026
Agenda Date:	June 9, 2026
File ID:	2026-429
Prepared By:	Jennifer Webster, Senior Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration on Second and Final Reading of Ordinance 07-2026 of the City Council of the City of Cocoa, Brevard County, Florida; annexing approximately 1.16 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard, also described as Parcel I.D. No. 24-35-01-25-12-2.(POSTPONE to date certain of July 14, 2026 Council Meeting at 65 Stone St, Cocoa, FL at 6pm.)

BACKGROUND:
Staff request to POSTPONE to date certain of July 14, 2026 Council Meeting.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:

RECOMMENDED MOTION:
Staff requests City Council approve the Second and Final Reading of Ordinance 07-2026 of the City Council of the City of Cocoa, Brevard County, Florida; annexing approximately 1.16 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard; providing for the amendment of Cocoa Charter, Article 1, City Boundaries, to incorporate the real property into the city boundaries; providing for the filing of the revised Cocoa Charter with the Department of State and as also required by law. (POSTPONE to date certain of July 14, 2026 Council Meeting at 65 Stone St, Cocoa, FL at 6pm.)

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster,
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:

BRE Brevard Florida Today 05/12/2026

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 05/12/2026

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$498.80		
Tax Amount:	$0.00		
Payment Cost:	$498.80		
Order No:	12320603	# of Copies:	
Customer No:	1127247	1	
PO #:	May 26, 2026 Grissom Pkwy 1.16 Ac Annex		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

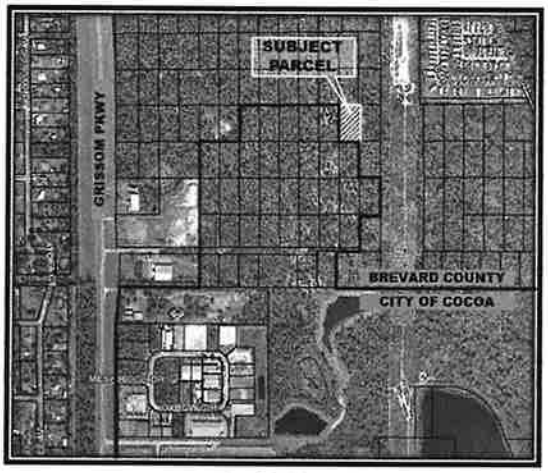
NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ANNEXATION OF REAL PROPERTY

**NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCE:**

ORDINANCE 07-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 1.16 ACRES OF REAL PROPERTY GENERALLY LOCATED EAST OF GRISSOM PARKWAY NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



Location Map

The complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk by contacting Monica Arsenault, City Clerk, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

**City Council First Reading
PUBLIC HEARING WILL BE HELD ON**

May 26, 2026

**City Council Second Reading
PUBLIC HEARING WILL BE HELD ON**

June 9, 2026

**AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FLORIDA 32922**

General Notice Information:

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

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 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 or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The 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:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

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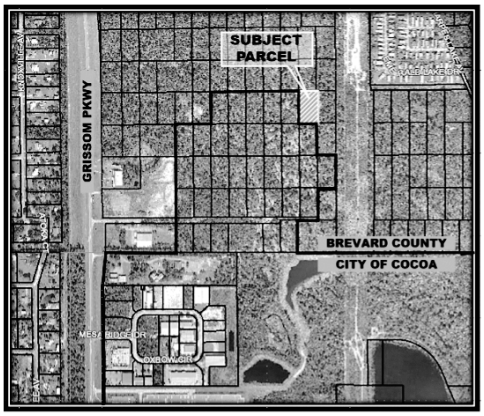
FT-4400198S

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ANNEXATION OF REAL PROPERTY

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ORDINANCE 07-2026

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City Council First Reading
PUBLIC HEARING WILL BE HELD ON

May 26, 2026

City Council Second Reading
PUBLIC HEARING WILL BE HELD ON

June 9, 2026

AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
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FT-44027583

CITY COUNCIL AGENDA ITEM

Memo Date:	May 29, 2026
Agenda Date:	June 9, 2026
File ID:	2026-457
Prepared By:	Breanna Earley, Assistant City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Consider the Appointment of JP Pauken and George Brown to fill two Regular Member vacancies on the Code Enforcement Board.

BACKGROUND:

Originally appointed to the Code Enforcement Board back in 1983 when the Board was first established, Mr. George Brown Jr. has served on the Board for over forty years and is one of its original members. Although he has reached his term limit per Ordinance No. 07-2021, Mr. Brown has asked that the City Council consider reappointing him to the Board for another three year term, until June 2029.

Per Ordinance 07-2021 and Section 2-58(f) of the City Code, the City Council reserves the right to waive the term limitation and may reappoint a board or committee member to serve additional consecutive terms in situations when the Council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out.

The ordinance is attached to this item for reference.

Additionally, the City received an application from Mr. JP Pauken to be considered for one of the two Regular member seats. Mr. Pauken is a semi-retired business professional as well as a Cocoa resident that would love the opportunity to serve the community.

The City of Cocoa currently has two Regular member seats on its Code Enforcement Board that are available for appointment. It should be noted that Mr. George Brown, who is a current Board member, will be terming out on June 30, 2026. This seat will have a term that begins on July 1, 2026 and will expire on June 30, 2029.

The second vacancy is an unexpired term that runs through June 30, 2027.

Council will need to determine which person, if any, should be appointed to each seat with its corresponding term expiration.

The City’s board vacancies have been properly advertised per its Board Vacancies policy.

A current board roster is also attached for Council's review.

PRIORITY AREA CONNECTION:
Community Outreach and Engagement

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Consider the Appointment of JP Pauken and George Brown to fill two Regular Member vacancies on the Code Enforcement Board.

Application for Board/Committee Membership

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check , be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

Application Date	04/05/2026
First Name	JP (Jeffrey)
Last Name	Pauken
Street Address	2701 Winchester Dr.
City	Cocoa
State	FL
Zip Code	32926
Cocoa City Council District that you live in:	District 3
Primary Phone Number	321-243-8048
Place of Business	Southeast Staffing
Title/Position Held	Part-time Admin (Semi-retired)
Email Address	jppauken@gmail.com
Board or Commission of first choice:	Board of Adjustment
Board or Commission of second choice:	Code Enforcement/Drug Related Public Nuisance Board
Board or Commission of third choice:	Police Community Relations Advisory Board

Board of Adjustment

Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide appeals where it is alleged there is error in any final administrative decision. To hear, review, and decide on granting special exceptions, variances and waivers. They are a quasi-judicial board whose decisions have an impact on a limited number of property owners and are “contingent on facts adduced at a hearing and where the decision can be functionally viewed as policy application rather than policy setting.” (Board of County Com’rs of Brevard County. Snyder, 627 So.2d 469 [1993])

Additionally, the Board of Adjustment affords procedural due process; observes essential requirements of law; and makes decisions based on competent and substantial evidence.

Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

Code Enforcement/Drug Related Public Nuisance Board

Term: 3 years.
Members: 7 members; 2 alternate members, including an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.
Duties: To hear and decide alleged violations of certain codes of the City, and to hear drug related nuisance cases.

Meetings: Third Thursday of each month at 6:00 pm in the City Council Chambers.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

Police Community Relations Advisory Board

Term: Same term as Councilmember appointing the member. Members appointed at-large and the Coastal Florida PBA term will be 4 years.
Members: 7 members.
Duties: Provide feedback on issues and concerns to the community so as to develop, promote and enhance, in a positive and productive way, the public's trust and confidence in the City's Police Department. The Committee shall be devoted to facilitating the flow of ideas relative to police services for the continued betterment of the quality of life of the citizens, residents, businesses and visitors of Cocoa.

Meetings: Every Other Month on the Fourth Thursday at 6:00 p.m. in the City Council Chambers.

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Please list address(s) 2701 Winchester Dr. 32926	
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction?	No
Do you consent to a standard criminal background check?	Yes

Do you currently serve on any other City of Cocoa Board?	No
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa?	No
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am a semi-retired resource that was formerly involved in the Staffing Industry. Recruiter, Sales Person, Branch Manager, Recruiting Manager, and Regional Director were the positions that I was involved in. I gained valuable knowledge in business as I ascended in my career. Dealing with diverse personalities and staying cool in crisis mode were key in managing a successful office. I am currently on Social Security and a pension while I supplement my income with a part time job where I was formerly employed.
Race	• Caucasian
Gender	Male

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following:	• This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. • I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. • I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. • If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286)
http://www.flsenate.gov/Statutes	
Applicant Signature	
Signature Date	04/05/2026

ORDINANCE NO. 07-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-58(f) OF THE CITY CODE RELATED TO TERMS OF BOARD AND COMMITTEE MEMBERS TO ESTABLISH TERM LIMITS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Article III, Section 3(c) of the City Charter authorizing the City Council to establish boards and committees and to appoint or remove the members thereof, the City Council has established uniform board and committee rules under Section 2-58 of the City Code; and

WHEREAS, the City Council desires to amend Section 2-58 to establish term limits for board and committee members as more specifically stated herein; and

WHEREAS, the City Council finds that establishing term limits will provide a greater number of interested citizens to have an opportunity to serve on City boards and committees; and

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

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. **Code Amendment.** Section 2-58(f) of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (~~strikeout~~ type indicates deletions from the City Code and underlined type indicates additions):

(f) *Term.* All board and committee members shall be appointed to serve (3) year terms and may be reappointed by the city council for subsequent three (3) year terms ~~without limitation~~ provided no board or committee member shall serve more than three (3) consecutive full terms on any particular board or committee. However, the city council reserves the right to waive the term limitation set forth in this section, and the city council may reappoint a board or committee member

to serve additional consecutive terms in situations when the council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out. Board or committee members serving in their fourth or greater consecutive term as of the effective date of the term limit set forth in this section shall be permitted to serve the remainder of their current term. Nothing herein shall prohibit any person from being appointed by the city council to serve more than three consecutive terms on different boards or committees. Board or committee members may serve as a holdover board or committee member until reappointed or a replacement is appointed by the city council. If a member is removed, or vacates their appointment for any reason, including death, excessive absences, or resignation, prior to the expiration of their term, the city council shall appoint another person to serve the remaining portion of the unexpired term.

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2021.

Michael C. Blake, Mayor

ATTEST:

Carie Shealy, City Clerk

First Reading:	03/23/2021
Second Reading:	04/13/2021
Legal Ad Published:	04/04/2021
Effective Date:	04/13/2021

Code Enforcement Board **Meets Third Thursday Every Month @ 6pm** **Expirations in June** **(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)**				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Gloria Weatherspoon	354 Laredo Dr., #206 Cocoa, FL 32926 Gloria.L.weatherspoon@gmail.com	321-294-3041	08/12/2025 Regular Board Member 07/24 Appointed as Alternate	2028
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	07/24 Reappointed 06/21 Reappointed 01/2021 appointed	2027
George Brown, Jr.	555 W. King Street, 32922-7421	632-6563	05/23 Reappointed 06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2026
Lloyd Roberts Chairperson	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	07/24 Reappointed 06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2027
Dik Muller	307 Bellaire Dr. Cocoa, FL 32922 info@dixdesigngroup.com	312-343-0104	07/24 Appointed as Regular member 11/2023 Appointed as Alternate	2027
~~Melissa Acosta Bonilla (fulfilling term of Verna Hughes)~~ Resigned 8/19/2025	~~821 Peachtree St. A-10 Cocoa, FL 32922 semperfiparalegal@gmail.com~~	~~321-265-2532~~	~~03/2024 Appointed as Regular Member 11/2023 Appointed as 1st Alternate~~	~~2027~~
Josue Otero (Fulfilled the unexpired term of David Lightholder)	2603 N. Indian River Dr. Cocoa, FL 32922 Oteroj23@yahoo.com	305-434-5606	11/2023 Appointed	2027
Jody Hatcher 1st Alternate	1321 Audubon Dr Cocoa, FL 32922 jodyhatcher@hotmail.com	321-848-5327	05/25 Appointed	No expiration
Thomas Zimmerman 2nd Alternate	509 N. Indian River Dr Cocoa, FL 32922 tomzimmerman65@gmail.com	828-243-3700	08/2025 Appointed	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 10/2024	
Counsel: Kristin Eick	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

CITY COUNCIL AGENDA ITEM

Memo Date:	June 1, 2026
Agenda Date:	June 9, 2026
File ID:	2026-471
Prepared By:	Michael Gill
Through:	Abigail Morgan, Public Works Director
Requested Action:	Council Direction on the implementation approach of flood mitigation measures on North Indian River Drive near Dixon Boulevard. Council Direction on Shoreline Improvements at the North Indian River Drive and Dixon Boulevard Intersection.

BACKGROUND:

At the May 27, 2026 City Council Meeting, Council directed staff to identify stormwater outfalls along a portion of Indian River Drive and evaluate the potential installation of duckbill check valves, as well as shoreline hardening improvements near the intersection of Dixon Boulevard and Indian River Drive.

Staff's review determined that flooding along Indian River Drive is influenced by multiple factors, including groundwater conditions, rainfall runoff, tidal fluctuations, and elevated lagoon levels. Because the drainage system is extremely flat and hydraulically interconnected, improvements at individual outfalls may provide limited benefit if evaluated independently of the overall drainage network.

There are various flood mitigation strategies, including shoreline stabilization measures, duckbill valves, newer inline check valve technologies, and comprehensive system-wide flood mitigation approaches. In addition, a study can determine which combination of improvements is best suited for this corridor. Staff also consulted with engineers experienced in similar coastal environments and identified operational and maintenance considerations associated with valve installations, particularly in tidal areas subject to marine growth and sediment accumulation.

Based on the information currently available, staff recommends that any future valve installation strategy be preceded by a focused engineering evaluation of the affected drainage basin to assess tidal influence, stormwater conveyance, outfall characteristics, hydraulic performance, maintenance requirements, and potential flooding impacts. Staff also recommends consolidating the shoreline hardening into a single comprehensive option as part of the study and eliminating the standalone shoreline hardening at the Dixon Blvd. and Indian River Drive intersection.

The purpose of this agenda item is to provide City Council with an overview of the findings and obtain direction regarding potential next steps.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
No Budgetary Action is required at this time.

PREVIOUS ACTION:
On May 26, 2026 Council requested this agenda item be created for their consideration.

RECOMMENDED MOTION:
Council Direction on the implementation approach of flood mitigation measures on North Indian River Drive near Dixon Boulevard. Council Direction on Shoreline Improvements at the North Indian River Drive and Dixon Boulevard Intersection.

CITY COUNCIL AGENDA ITEM

Memo Date:	June 5, 2026
Agenda Date:	June 9, 2026
File ID:	2026-503
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Consider the Donation Application for Family Promise of Brevard in the amount of $1,000.

BACKGROUND:

Family Promise of Brevard is requesting a $1,000 donation to support its Cocoa Champions – March to Graduation program at Cocoa High School. According to the application, the program is designed to increase post-secondary enrollment, career readiness, and access to educational and workforce opportunities for Cocoa students through mentoring, FAFSA assistance, college and career planning, and community-based support.

The program is anticipated to serve approximately 200 participants, including 150 Cocoa residents. Family Promise of Brevard indicates that the initiative was developed in response to economic mobility challenges and lower post-secondary enrollment rates among Cocoa High School graduates. The organization reports that students who participate in the program gain access to a network of mentors, educational resources, and career exploration opportunities intended to support successful transitions after graduation.

Family Promise of Brevard is a nonprofit organization that has served Brevard County families through homelessness prevention, emergency shelter, housing stabilization, and supportive services. The organization proposes to use the requested funds for workshop materials, printing, supplies, and participant support associated with the Cocoa Champions program.

This is the third donation application presented to the City Council during the current fiscal year. Should Council approve the requested $1,000 donation and each Councilmember contribute $200 from their individual donation allocation, the remaining balance in each Councilmember's donation account would be $400 for the remainder of the fiscal year.

The donation application is attached for Council's review.

Donations must serve a public purpose and safeguards must be provided to ensure any donation provided by the City serves the public purpose determined by Council.

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 third donation application to consider for FY26.

RECOMMENDED MOTION:
Consider the Donation Application for Family Promise of Brevard in the amount of $1,000.

DONATION APPLICATION REQUESTS

PURPOSE:

In accordance with the City Charter, there must be a "municipal purpose" in order to be eligible to receive a donation. The donation is designed to assist organizations that build relationships and enhance the Cocoa community. A maximum of $1,000 may be awarded, based on funding availability, per fiscal year for local projects and programs. It is the goal of the City Council that funding these programs will promote stronger and healthier neighborhoods.

ELIGIBILITY:

Any organization **that serves Cocoa residents**, may apply.

- Organization is in good standing and licensed to do business in Florida;
- Provides a service beneficial to the citizens of the City of Cocoa;
- Does not receive funding from any other City source e.g. CDBG funds, RDA funds;
- Has not already been awarded funding within the same fiscal year;
- Organization has not violated terms of previous fiscal year awards;
- Organization does not have any past due fees and taxes owed to the City.

Funds provided by the City are not intended to be used for cash scholarships, sub-grants, or sub-awards. They are to be used by the organization applicant. To clarify, however, membership scholarships for needy children, such as Little League, would be eligible. In-kind services from the City that may be requested include, but are not limited to, the following:

- Personnel time (police, fire, public works personnel);
- Waiver of fees for permits, banners, rental of facilities;
- Use of City equipment.

Donations are on a first come, first serve basis whether in-kind or monetary and the maximum amount awarded to any recipient is $1,000 per fiscal year. If the donation is in-kind, upon Council approval the requested funds will be transferred to the appropriate account to cover the costs of the donation.

PROJECT SELECTION:

Applications will be scored on the criteria contained in the application. A minimum score of 45 points must be obtained to be eligible to receive funding. Please make sure that all requested information is provided at the time of submittal. Successful applications will:

- Provide a service to Cocoa residents that enhance the community;
- Provide proof of non-profit status;
- Submit a Use of Funds Statement outlining the request from the City, statement of project impact, goals, and objectives as outlined in the Grant Application;

- Spend allocated funds within the specified fiscal year;
- Appoint a point of contact;
- Involve Cocoa residents whenever possible;
- Provide an After-Action Statement, along with a Material Purchases Schedule identifying how City funds were expended.

Funds donated by the City are to be used for the sole purpose delineated in the submitted application unless unforeseen circumstances arise which affect the use of donated funds (e.g. natural or man-made disaster). The organization will be responsible for reporting any changes to the application to the City Clerk as soon as possible. If the monetary donation was for a special event and the event is canceled due to events outside of the organization's control such as inclement weather and the event cannot be rescheduled, the City Manager will have the authority to waive repayment requirements. The City Manager will have the discretion to request the reimbursement of City funds if the organization's justification for the change is not reasonable. If the City's donation was for in-kind staff time and the event is re-scheduled, the organization will have to coordinate with staff and the donation may not be possible.

Failure to adhere to the above requirements will result in denial of future application requests and possible forfeiture of funds already committed.

APPLICATION DEADLINE:

As of the initial date of adoption of this policy, the City Manager, through his designee, the City Clerk, will handle the processing of requests for any monetary contributions or donations. Each applicant must submit a Donation Application Request (Appendix C) with all attachments directly to the City of Cocoa's City Clerk's Office. All requests submitted directly to the City Council will not be considered for eligibility but will be referred to the City Clerk's Office for an application.

City of Cocoa
Attn: Monica Arsenault, City Clerk
65 Stone St.
Cocoa, FL 32922

Requests for a monetary contribution for a special event must be submitted to the City Clerk's Office a minimum of 60 days prior to the date of the event. The Donation Application Request does not eliminate the need to complete a Special Events application. The City's Special Events application is required for planning and coordinating purposes, not donations.

Donation Application Request forms will be accepted on a first-come, first-served basis and will be reviewed internally by an employee of the City Clerk's Office, the Finance Department, and OMB. Those applications that meet the minimum criteria will be submitted to the City Attorney to ensure that the contribution request is consistent with the City Charter and applicable law. Requests that meet **ALL** minimum criteria will be forwarded to the City Council for action. The Council shall have the sole and absolute discretion to approve or deny any donation request. An applicant whose application does not meet the minimum criteria will be notified in writing that the request will not be forwarded to the City Council for further action. Any questions or comments please call (321) 433-8488.

Please refer to *OMB Policies & Procedures, Section III. Specific Policies, B. Donation Policy* for more information. Adopted by Cocoa City Council 04/11/2006.

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompanying the application.

Organization Name: Elevate Brevard: Family Promise of Brevard

Project Name: Cocoa Champions - March to Graduation

		YES	NO
1	Completed Application	✓	
2	Exhibit A – IRS Letter of Non-Profit Determination or State of Florida Non-Profit Designation	✓	
3	Exhibit B – Income / Expense Report (last filed Federal 990 or 990EZ will be accepted in lieu of)	✓	
4	Exhibit C – Project Objectives	✓	
5	Exhibit D – Use of Funds Statement	✓	

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.

65 Stone Street
Cocoa, Florida 32922
(321) 433-8480

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Elevate Brevard: Family Promise of Brevard

FEDERAL ID #: 33-1170962

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: 114 First Street

CITY/STATE: Cocoa, FL ZIP: 32922

CONTACT PERSON: Shayla Smith TITLE: Director of Elevate Brevard

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321-544-1986 FAX #:

EMAIL ADDRESS: Shayla@famailypromiseofBrevard.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: $1,604,160.71

PROJECT INFORMATION:

NAME OF PROJECT: Cocoa Champions - March to Graduation

TOTAL PROJECT COST: $7,770

AMOUNT OF MONETARY REQUEST: $1000

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF IN-KIND REQUEST: $

COUNCIL DISTRICT: ☐ 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: 200

OF COCOA RESIDENTS TO BE SERVED: 150

(20 POINTS)

NEW PROGRAM?: ☐ YES ☑ NO (10 POINTS)

EXPANDED PROGRAM?: ☑ YES ☐ NO

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 ✓ No _____ If yes, briefly describe. (10 POINTS)

Yes. Cocoa residents are actively involved in planning and implementing the program through monthly mentor meetings that guide each session. Many mentors are local community members with direct ties to Cocoa High School, including parents and families of recent graduates. Their involvement ensures the program reflects the needs of Cocoa students and strengthens community ownership.

Type text here

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

Elevate Brevard has successfully implemented Cocoa Champions at Cocoa High School and has the experience and capacity to deliver the program as proposed. School Year 2026–2027 will mark the program's third year, with continued commitment from Cocoa High School's administration to sustain and grow the work. The program follows a structured August through May timeline with monthly planning, mentor engagement, and in-school sessions to ensure consistent delivery and measurable impact.

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.

Signature of Authorized Representative **Date** 4/20/26

Exhibit A

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 07 2007

FAMILY PROMISE OF BREVARD INC
C/O ROY FLOWERS
779 RALEIGH RD SE
PALM BAY, FL 32909

Employer Identification Number:
33-1170962
DLN:
17053274302037
Contact Person:
JOAN C KISER ID# 31217
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 3, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2011
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of

Letter 1045 (DO/CG)

selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

Letter 1045 (DO/CG)

Exhibit B

10520 8/19/25 10:30 AM

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2024

Open to Public Inspection

A For the 2024 calendar year, or tax year beginning , and ending

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
FAMILY PROMISE OF BREVARD, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
PO BOX 562666

City or town, state or province, country, and ZIP or foreign postal code
ROCKLEDGE FL 32956

D Employer identification number
33-1170962

E Telephone number
321-209-3391

G Gross receipts $ 1,332,147

F Name and address of principal officer:
TARA PAGLIARINI
PO BOX 562666
ROCKLEDGE FL 32956

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: WWW.FAMILYPROMISEOFBREVARD.ORG

H(c) Group exemption number

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 2007

M State of legal domicile: FL

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities:
SEE SCHEDULE O

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	17
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	17
5 Total number of individuals employed in calendar year 2024 (Part V, line 2a)	5	15
6 Total number of volunteers (estimate if necessary)	6	323
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

	Prior Year	Current Year
Revenue		
8 Contributions and grants (Part VIII, line 1h)	1,834,457	1,313,467
9 Program service revenue (Part VIII, line 2g)	0	0
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	7,199	8,780
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-51,388	-31,818
12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,790,268	1,290,429
Expenses		
13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	368,308	364,331
14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	788,133	852,045
16a Professional fundraising fees (Part IX, column (A), line 11e)	0	0
b Total fundraising expenses (Part IX, column (D), line 25) 180,542		
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	641,355	559,244
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	1,797,796	1,775,620
19 Revenue less expenses. Subtract line 18 from line 12	-7,528	-485,191
Net Assets or Fund Balances	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	4,691,475	4,190,038
21 Total liabilities (Part X, line 26)	58,751	77,506
22 Net assets or fund balances. Subtract line 21 from line 20	4,632,724	4,112,532

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date

DAWN JEAN BOARD TREASURER

Type or print name and title

Paid Preparer Use Only

Preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
W. ED MOSS JR.	W. ED MOSS JR.	08/19/25		P00531414

Firm's name: MKA ADVISORY, LLC — Firm's EIN: 99-3868472

Firm's address: 501 S NEW YORK AVE STE 100 WINTER PARK, FL 32789-4241 — Phone no. 407-644-5811

May the IRS discuss this return with the preparer shown above? See instructions ☐ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

DAA

Form **990** (2024)

Exhibit C

Project Objectives

Cocoa Champions is a high school-based, community-driven initiative piloted at Cocoa High School to address critical gaps in postsecondary access, workforce readiness, and economic mobility for Cocoa residents. Embedded within the school day, the program removes common barriers to participation and ensures students receive consistent, hands-on support as they prepare for life after graduation.

The need for this work in Cocoa is significant. In zip code 32922, approximately 73% of households live at or below the ALICE threshold, compared to 42% countywide. Only about 29% of residents hold a college degree, versus 44% across Brevard County, and historically just one-third of Cocoa High School graduates enrolled in postsecondary education. These data points reflect a clear gap in access to opportunity, guidance, and pathways to sustainable careers.

Cocoa Champions directly addresses this unmet need by bringing postsecondary planning into the classroom with monthly in-person sessions, surrounding students with a network of community mentors and partners. Students complete key milestones tied to postsecondary success, including FAFSA, college and technical program applications, career exploration, and resume development. In its pilot year, 85% of participating students reported having a clear postsecondary plan, with 75% planning to attend college and others pursuing military or workforce pathways.

The impact is already measurable. Cocoa High School's graduation rate increased to 80.3% for the Class of 2025, an 8% gain in one year, and a 13% increase over three years. School leadership attributes this progress in part to a broader culture shift, where students are not only focused on graduating, but on what comes next.

Cocoa Champions is uniquely designed for the Cocoa community. By operating during the school day, the program eliminates barriers such as transportation and after-school work obligations. Powered by local volunteers and partners, it creates a community-wide support system that connects students to in-demand careers and training opportunities within Brevard County.

By increasing postsecondary enrollment, career readiness, and access to high-value credentials, Cocoa Champions enhances quality of life for Cocoa residents. Students graduate with direction, improved earning potential, and a pathway to contribute to the local economy strengthening both individual futures and the long-term vitality of the City of Cocoa.

Exhibit D

City of Cocoa
Use of Funds Statement

(to be submitted with Donation Application)

Exhibit D

Date: _____ Project Dates: _____

Organization: _____ Project: _____

1.) Please list the in-kind services requested from the City, along with the dates and times required: _____

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: _____

Elevate Brevard is requesting $1,000 from the City of Cocoa to support the Cocoa Champions program at Cocoa High School. Funds will be used for student incentives and program materials that support completion of key postsecondary milestones such as FAFSA, college and career applications, and career readiness activities.

Resources will include workshop materials, printing, and supplies for monthly in-school sessions, with vendors including local printing and office supply providers. These funds will help drive student engagement and ensure more Cocoa students successfully transition into postsecondary education or the workforce.

Certification:	I hereby certify that the in-kind services and/or purchases will be used to support this project.	Certification:	I hereby certify that the in-kind services and/or purchases will be used to support this project.
_____	_____	_____	_____
Project Administrator	Date	Project Financial Officer	Date

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Family Promise of Brevard Project Name: March to Graduation

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points**.	**Yes** ☑ **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** 150	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	**Yes** ☑ **No** ☐	10
4. What impact will this project have on the community? 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		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	**Yes** ☑ **No** ☐	20

6. COMMENTS:

_____

_____

_____

_____

_____

Total Score 110

Minimum threshold met?: **Yes** ☑ **No** ☐

Forwarded to City Attorney for review: **Yes** ☑ **No** ☐ **Date:** _____

Meets municipal purpose?: **Yes** ☑ **No** ☐

City Council: June 9, 2026 **Approved:** **Yes** ☐ **No** ☐

CITY COUNCIL AGENDA ITEM

Memo Date:	June 4, 2026
Agenda Date:	June 9, 2026
File ID:	2026-492
Prepared By:	Colleen Grady
Through:	Stockton Whitten, City Manager
Requested Action:	Approve language change in section 4.3

BACKGROUND:

At the May 19, 2026 meeting, council directed that the draft agreement be amended to include language providing that the track facilities be made available to 501(c)(3) organizations for up to four events per year. In response, the school board has proposed several alternative language options for the last paragraph in section 4.3 of the draft.
The options are as follows:

A. Leave as proposed by the District (no change from original agreement)

B. In addition, the School Board agrees to waive its facility use fees for Cocoa High School facilities and grounds for up to four events sponsored by and hosted by the City of Cocoa annually through calendar year 2030. The events must be scheduled in advance with the school's administration and the School Board may enforce other requirements as are applicable to all renters pursuant to School Board policies, such as insurance obligations and security-related requirements, security deposits, or clean up fees.

C. In addition, the School Board agrees to waive its facility use fees for Cocoa High School facilities and grounds for up to four events for a 501(c)(3) nonprofit organization designated by the City of Cocoa annually through calendar year 2030. The events must be scheduled in advance with the school's administration and the School Board may enforce other requirements as are applicable to all renters pursuant to School Board policies, such as insurance obligations and security-related requirements, security deposits, or clean up fees.

The City's participation in considering, screening, and/or selecting the organizations would be an additional administrative burden that current staff is unable to accommodate within existing workload and resources.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

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

Source/Use of Funds

Account Number	Amount

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

Change Order Amount: $
Original Purchase Order Amount: $

For this Agenda Item note Prior Change Order Information:
Total Number of change orders to date:
Total amount in change orders to date: $

PREVIOUS ACTION:
City council approved a donation to Brevard County Public Schools of $150,000 at the Meeting on May 12, 2026, for sports improvements to include a scoreboard and other athletic equipment. City council also approved the interlocal agreement to donate the money for those purposes and BAF # 2026-065A to put the funding in place on May 19, 2026.

RECOMMENDED MOTION:
Provide direction to staff on the proposed language changes.

Prepared by and Return to:

Anthony A. Garganese, Esq.
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

INTERLOCAL AGREEMENT

Cocoa High School Athletic Facilities Funding

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2026 ("**Effective Date**") between the **CITY OF COCOA**, a Florida municipal corporation ("City"), and the **SCHOOL BOARD OF BREVARD COUNTY, Florida** ("School Board").

W I T N E S S E T H:

WHEREAS, the City is authorized to do all things whatsoever necessary and expedient for promoting or maintaining the general welfare, comfort, education, morals, peace, government, health, trade, commerce, or industries of the City or its inhabitants, and is expressly authorized by law to expend funds for any municipal purpose; and

WHEREAS, the City Council of the City of Cocoa has determined that the quality of education, including physical education, available to the inhabitants of Cocoa can be strengthened and improved through investment in athletic facilities for the Cocoa High School ("Athletic Improvements"); and

WHEREAS, City finds that it is in the best interests of its high-school aged residents to contribute financially to the construction of the Athletic Improvements; and

WHEREAS, City finds that it is in the best interest of the Cocoa business community for the City to invest in upgrading and expanding athletic facilities at Cocoa High School to expand opportunities for regional events; and

WHEREAS, the City desires to enter into this Interlocal Agreement for purposes of authorizing the contribution of $150,000.00 to the School Board for the construction and installation of the Athletic Improvements; and

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the City and the School Board agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:

   2.1 **Approval.** The approval of this Agreement by both the City Council of the City of Cocoa and the School Board of Brevard County, Florida.

   2.2 **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chairman of the School Board of Brevard County, Florida.

   2.3 **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **STATUTORY AUTHORITY**. This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).

4. **ATHLETIC IMPROVEMENTS.**

   4.1 **Contribution for the Cocoa High School Athletic Improvements**. The City agrees to contribute and deliver to the School Board the amount of $150,000.00 (one hundred fifty thousand dollars) for the construction and installation of the Athletic Improvements at Cocoa High School (the "Contribution"). The City shall deliver the one-time Contribution to the School Board within thirty (30) days of the Effective Date of this Agreement. The expenditures eligible to be funded by the Contribution shall include replacement of the existing stadium scoreboard with a new digital display scoreboard, including supporting infrastructure and equipment and other appurtenances necessary to allow Cocoa High School to host regional track meets and other athletic-focused events. Within thirty (30) days of completion of the Athletic Improvements, the School Board shall submit to the City an invoice with supporting justification of expenses associated with the Athletic Improvements. Should the total cost of the Athletic Improvements not exceed $150,000.00 (the Contribution), the School Board shall refund any remaining surplus funds back to the City at the time the invoice is delivered to the City. Notwithstanding the foregoing, the School Board agrees that the Athletic Improvements must be completed and have received a

satisfactory final inspection within two years of the Effective Date of this Agreement. Should the School Board fail to complete the Athletic Improvements and receive final inspection within such time, the City may, in its sole discretion, require the School Board to refund any unused portion of the $150,000.00 (the Contribution) to the City. The City shall provide written notice to the School Board if a refund is required hereunder by the City, and the School Board shall then pay the refund within thirty (30) days of receipt of the written notice.

4.2 **Publicity.** Upon completion of the Athletic Improvements and to the extent the School Board and/or Cocoa High School produces and publishes any advertisements or programs identifying the fundraising sponsors for such Improvements, the School Board and/or Cocoa High School shall reference and include the City's Contribution to the Improvements.

4.3 **School Board Contribution.** The School Board acknowledges that the intent of this Interlocal Agreement is to cooperatively invest in the Athletic Improvements to the benefit of Cocoa residents, businesses and students. As such, the School Board intends to share in the cost of the Athletic Improvements. The School Board will pay the difference between the City's contribution of $150,000 and the total cost of the Athletic Improvements. The School Board will plan, design and manage the project. In addition, the School Board agrees to waive its facility rental fees for the use of the Cocoa High School stadium and track at least four times per calendar year for a 501(c)(3) nonprofit organization to utilize such facilities. The facility rental fee waiver shall be offered on a first-come, first-served basis to nonprofit organizations. The School Board may continue to enforce other requirements as are applicable to all renters pursuant to School Board policies, such as insurance obligations and security-related requirements, security deposits, or clean up fees.

5. MISCELLANEOUS TERMS AND CONDITIONS.

5.1 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

5.2 Counterparts. 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.

5.3 Effective Date. The effective date of this Agreement shall be the date that this executed Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

5.4 Indemnification. To the extent allowed in Florida Statute 768.28, the School Board agrees to indemnify and hold harmless the City from any and all liability and/or claims of any kind arising out of the School Board's own negligence associated with the construction of the Athletic Improvements.

Neither party intends, and this Agreement shall not be construed, to waive sovereign immunity or the monetary limits, or the type of damages recoverable, under section 768.28, Florida Statutes, as that section may be amended from time to time.

5.5 Governing Law, Venue and Attorney's Fees. All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the Laws of the State of Florida. Venue shall be in Brevard County, Florida, and any trial shall be non-jury. In the event of any litigation between the Parties arising out of this Agreement, each Party will bear its own attorney's fees and costs.

5.6 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be sent to the following:

School Board:

School Board of Brevard County, Florida
Attn: Superintendent
2700 Judge Fran Jamieson Way
Viera, Florida 32940
cc: Assistant Superintendent Facilities Services

City:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida 32922

5.7 Independent Contractor. Neither the School Board nor the School Board's employees are employees of the City. The School Board controls and directs the means and methods by which the Athletic Improvements are

accomplished. The School Board is solely responsible for compliance with all labor and tax laws pertaining to the School Board, its officers, agents and employees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

ATTEST:

By: _____
Monica Arsenault
City Clerk

Approved by the City Council on: _____

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____
Matthew Susin, Chair

ATTEST:

By: _____
Mark J. Rendell, Ed.D. Superintendent

Approved by the School Board of Brevard County, Florida on: _____, 2026

DRAFT

City of Cocoa proposed language:

In addition, the School Board agrees to waive its facility rental fees for the use of the Cocoa High School stadium and track at least four times per calendar year for a 501(c)(3) nonprofit organization to utilize such facilities. The facility rental fee waiver shall be offered on a first-come, first-served basis to nonprofit organizations.

Alternative language options:

A. Leave as proposed by the District (no change from original agreement)

B. In addition, the School Board agrees to waive its facility use fees for Cocoa High School facilities and grounds for up to four events sponsored by and hosted by the City of Cocoa annually through calendar year 2030. The events must be scheduled in advance with the school's administration and the School Board may enforce other requirements as are applicable to all renters pursuant to School Board policies, such as insurance obligations and security-related requirements, security deposits, or clean up fees.

C. In addition, the School Board agrees to waive its facility use fees for Cocoa High School facilities and grounds for up to four events for a 501(c)(3) nonprofit organization designated by the City of Cocoa annually through calendar year 2030. The events must be scheduled in advance with the school's administration and the School Board may enforce other requirements as are applicable to all renters pursuant to School Board policies, such as insurance obligations and security-related requirements, security deposits, or clean up fees.

Rationale:

It will be very difficult for the School Board to manage fee waivers requested by any 501(c)(3) nonprofit organization on a first-come, first-served basis, since fee waiver requests occur randomly from a variety of organizations. Since the fee waiver is requested by the City of Cocoa based on their very generous donation, it would be preferable to have the City of Cocoa designate the beneficiary of the fee waiver.

CITY COUNCIL AGENDA ITEM

Memo Date:	June 4, 2026
Agenda Date:	June 9, 2026
File ID:	2026-494
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Approve Resolution No. 2026-045 amending the City of Cocoa Building Permit Fee Schedule to comply with the requirements of House Bill 803 (2026), effective July 1, 2026.

BACKGROUND:

The City of Cocoa adopted Resolution 2025-088 on November 18, 2025, establishing the current Building Permit Fee Schedule effective January 1, 2026. After the adoption of Resolution 2025-088, the Florida Legislature approved House Bill 803 (2026), which substantially revised portions of Chapter 553, Florida Statutes, related to building permits, inspections, private providers, and local government permitting practices.

HB 803 establishes new requirements that directly affect local building permit fee schedules and the administration of building permit programs. The legislation requires local governments to modify certain permit and inspection practices and places additional limitations on fees that may be charged when private providers are utilized for plan review and inspection services.

The proposed amendments to the City's Building Permit Fee Schedule are necessary to ensure compliance with state law and to maintain consistency with the City's obligation to administer and enforce the Florida Building Code.

Summary of Proposed Changes

1. Private Provider Administrative Review Fee

The current fee schedule includes a fee titled "Plan Review for Private Provider Plans/Inspections."

HB 803 prohibits local governments from charging fees for plan review services that are performed by a private provider and prohibits punitive administrative fees associated with the use of private providers.

2. Private Provider Permit Fee Reductions

HB 803 requires local governments to provide minimum permit fee reductions when a private provider performs building code services.

The revised fee schedule will establish the following reductions:

- Minimum 25% reduction of applicable permit review and inspection fees when a private provider performs either plan review or inspections.
- Minimum 50% reduction of applicable permit review and inspection fees when a private provider performs both plan review and inspections.

These reductions are required by state law and will ensure consistency in the administration of private provider projects.

3. Residential Permit Exemption for Certain Work Under $7,500

HB 803 requires local governments to exempt certain work on **single-family residential properties** from permit requirements when the value of the work is less than $7,500.
The exemption does not apply to:

- Structural work
- Electrical work
- Plumbing work
- Mechanical work
- Gas work
- Work located within designated flood hazard areas

The revised fee schedule incorporates language recognizing these statutory exemptions and establishes procedures for documenting exemption requests. Those requesting an exemption will be required to apply for the exemption and provide a contract and plans to verify the project is less than $7,500.

4. Reinspection Fee Clarification

The current fee schedule includes fees for multiple failed inspections.

The revised fee schedule clarifies that reinspection fees will continue to apply to failed inspections resulting from code violations or incomplete work but will not be assessed for inspections associated solely with private provider audits or administrative reviews where prohibited by state law.

5. Private Provider Registration

HB 803 requires local governments to establish a registration process for private providers and private provider firms but prohibits charging registration or registration update fees.
The revised fee schedule formally establishes a no-cost registration process consistent with statutory requirements.

6. Fee Structure Documentation

HB 803 emphasizes that inspection fees must reflect actual costs incurred by the local enforcement agency.
Staff has reviewed the City's permit administration, plans review coordination, inspection scheduling, records management, software licensing, and enforcement activities. The revised fee schedule maintains the City's current fee structure while documenting that fees are intended to recover the direct and indirect costs associated with administration and enforcement of the Florida Building Code.

7. Permit Review Times

Permit approvals become automatic if jurisdictions fail to act within the statutory review timelines

- 10 business days for Private Provider Permits
- 5 business days on permits for an existing single-family dwelling less than $15,000: structural, accessory, alarm, electrical, gas, irrigation, mechanical, plumbing or roofing
- 30 business days on permits if the residential structure is less than 7,500 square feet
- 60 business days on permits if the residential structure is 7,500 square feet or more
- 60 business days on permits if the non-residential structure is less than 25,000 square feet
- 60 business days on permits for multifamily residential not exceeding 50 units, site plan approvals and subdivision plats not requiring public hearing or notice, and lot grading and site alterations
- 12 business days for a permit using a master building permit consistent with 553.794 to obtain a site-specific building permit
- 10 business days for CDBG Disaster Recovery Grant Program permit applications

Fiscal Impact

The proposed changes are expected to have a modest reduction in Building Division revenues associated with commercial projects utilizing private providers due to the mandatory fee reductions established by HB 803.

Staff estimates that the fiscal impact will vary annually based upon development activity and the number of projects electing to utilize private provider services. The Building Division will continue to monitor permit activity and fee revenues and may recommend future adjustments if necessary to maintain cost recovery.

No General Fund subsidy is anticipated as a result of these changes.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Resolution 2025-088 adopted November 18, 2025.

RECOMMENDED MOTION:

Approve Resolution No. 2026-042, amending the City of Cocoa Building Permit Fee Schedule to comply with House Bill 803 (2026), effective July 1, 2026.

An act relating to building permits and inspections; amending s. 125.56, F.S.; providing for expiration of certain building permits issued by a county; providing construction; amending s. 287.056, F.S.; requiring the Department of Management Services to enter into and maintain state term contracts for building code inspection services; creating s. 468.634, F.S.; authorizing individuals to work in specified positions, for a specified timeframe, if they meet certain requirements; amending s. 489.129, F.S.; providing that certain persons are not subject to discipline for performing a job without applicable permits and inspections if otherwise authorized by law; amending s. 553.382, F.S.; prohibiting the Department of Business and Professional Regulation from denying a building permit for certain residential manufactured buildings; requiring that certain housing units be taxed in a certain manner; creating s. 553.385, F.S.; defining the terms "local government" and "offsite-constructed residential dwelling"; requiring that an offsite-constructed residential dwelling be permitted as of right in any zoning district where certain dwellings are allowed; prohibiting a local government from adopting or

enforcing a certain zoning, land use, or development regulation that treats an offsite-constructed residential dwelling differently or more restrictively than certain dwellings in the same district; providing construction; authorizing a local government to adopt compatibility standards for specified architectural features; prohibiting a local government from treating offsite-constructed residential dwellings differently than factory-built buildings based on the method or location of construction; prohibiting a local government from adopting or enforcing certain zoning, land use, or development ordinances or regulations; prohibiting local government ordinances or regulations from having the effect of excluding offsite-constructed residential dwellings; requiring that such ordinances or regulations be reasonable and uniformly enforced without distinction as to type of housing; providing that any such ordinance or regulation is void and unenforceable as applied to offsite-constructed residential dwellings; amending s. 553.77, F.S.; requiring the Florida Building Commission to develop uniform commercial and residential building permit applications by a specified date; providing requirements for a uniform commercial building permit application; amending s. 553.79, F.S.; providing for

expiration of certain building permits issued by a local government; providing construction; providing prohibitions for inspection fees; requiring a local government to exempt certain owners and contractors from building permit requirements for work valued below a specified amount; providing exceptions; prohibiting a construction project from being divided into multiple projects for a certain purpose; requiring certain owners and contractors to submit a written request for exemption to the local enforcement agency with specified documentation; providing that local governments do not have a duty to certain persons; requiring local governments to exempt certain owners and contractors from requiring a building permit for the installation of temporary residential hurricane and flood protection walls or barriers that meet certain requirements; providing an exception; requiring certain owners and contractors to submit a written request for exemption to the local enforcement agency with specified documentation; providing that local governments do not have a duty to certain persons; authorizing the Florida Building Commission to adopt rules; requiring certain local governments to issue a building permit for the installation of certain retaining walls as a whole; prohibiting such

local governments from requiring building permits for each lot or parcel under certain circumstances; prohibiting a political subdivision from imposing certain requirements for glazing on certain proposed construction or restoration projects; providing an exception; defining the terms "glazing" and "primary facade"; amending s. 553.791, F.S.; revising definitions and defining terms; requiring explicit written authorization from a fee owner for a contractor to use a private provider; requiring that such authorization be submitted to the local building official; deleting the requirement that a contract for certain services be in writing; providing that a contract for certain services does not need to be submitted as part of a permit application; providing requirements for reduced permit fees; prohibiting a local jurisdiction from charging punitive administrative fees or fees for plans review services; requiring that certain documents be promptly provided to certain persons; requiring local enforcement agencies to reduce permit fees by specified percentages under certain circumstances; providing that a local enforcement agency forfeits the ability to collect fees under certain circumstances; requiring that a surcharge be calculated based on the reduced

permit fee; prohibiting local governments and local building officials from requiring additional forms; requiring local enforcement agencies to create a specified registration system that must have a method to register and update registration information electronically; prohibiting local enforcement agencies from charging an administrative fee to register or update registration information; requiring private provider firms to register with the local enforcement agency, provide certain information, and update their registration within a specified timeframe after changes occur; prohibiting local enforcement agencies from altering a form adopted by the commission; deleting the requirement that a private provider's qualification statements or resumes be included in a certain notice; deleting time restrictions for electing to use a private provider; requiring local enforcement agencies to accept a certain affidavit electronically; providing which forms and documents a local building official may review; providing notice requirements; providing that certain permits are deemed approved; providing that local enforcement agencies are not responsible for the administration or supervision of services performed by a private provider; prohibiting local enforcement agencies from

requiring additional verification of certain requirements beyond that which is required at registration; revising the timeframe in which certain records must be provided; authorizing certain records to be electronically transmitted; prohibiting local building officials from failing certain inspections; authorizing certain persons to sign certificates of compliance; providing requirements for local building officials who have knowledge that a private provider failed to perform an inspection; providing that virtual inspections may not be prohibited; requiring certain notice before an audit; prohibiting certain entities from discouraging the use of private providers; authorizing certain public entities to use a private provider firm or to employ a licensed building inspector to provide building code inspection services; amending s. 553.792, F.S.; requiring a local government to make certain decisions relating to certain building permits within a specified timeframe; amending s. 720.3035, F.S.; prohibiting an association or certain committees from requiring a building permit as a prerequisite for a certain review; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (d) of subsection (4) of section 125.56, Florida Statutes, is amended to read:

125.56 Enforcement and amendment of the Florida Building Code and the Florida Fire Prevention Code; inspection fees; inspectors; etc.—

(4)

(d) A county that issues building permits may send a written notice of expiration, by e-mail or United States Postal Service, to the owner of the property and the contractor listed on the permit, no less than 30 days before a building permit is set to expire. The written notice must identify the permit that is set to expire and the date the permit will expire. A building permit issued by a county for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later. However, this paragraph does not prevent a local government from extending a building permit beyond the expiration date.

Section 2. Present subsection (4) of section 287.056, Florida Statutes, is redesignated as subsection (5), and a new subsection (4) is added to that section, to read:

287.056 Purchases from purchasing agreements and state term contracts; vendor disqualification.—

(4) The department shall enter into and maintain one or

more state term contracts with vendors for the purpose of providing building code inspection services as defined in s. 553.791.

Section 3. Section 468.634, Florida Statutes, is created to read:

468.634 Certification by endorsement during a state of emergency.—Notwithstanding any other law, a person may act in any of the following positions under the direction of the local building official for a period of 1 year from the date of a declaration of a state of emergency issued by the Governor for a natural emergency, a manmade emergency, or a technological emergency as those terms are defined in s. 252.34, if such person has entered into a state term contract pursuant to s. 287.056, is qualified for such work in any state that has a mutual aid agreement pursuant to s. 252.40(2), or has held a valid license for such work in any state for 5 years immediately before the date of the declaration:

(1) Building code inspector.

(2) Building inspector.

(3) Coastal construction inspector.

(4) Commercial electrical inspector.

(5) Electrical inspector.

(6) Mechanical inspector.

(7) Plumbing inspector.

(8) Residential electrical inspector.

(9) Residential inspector.

(10) Plans examiner.

(11) Building plans examiner.

(12) Plumbing plans examiner.

(13) Mechanical plans examiner.

(14) Electrical plans examiner.

Section 4. Paragraph (o) of subsection (1) of section 489.129, Florida Statutes, is amended to read:

489.129 Disciplinary proceedings.—

(1) The board may take any of the following actions against any certificateholder or registrant: place on probation or reprimand the licensee, revoke, suspend, or deny the issuance or renewal of the certificate or registration, require financial restitution to a consumer for financial harm directly related to a violation of a provision of this part, impose an administrative fine not to exceed $10,000 per violation, require continuing education, or assess costs associated with investigation and prosecution, if the contractor, financially responsible officer, or business organization for which the contractor is a primary qualifying agent, a financially responsible officer, or a secondary qualifying agent responsible under s. 489.1195 is found guilty of any of the following acts:

(o) Proceeding on any job without obtaining applicable local building department permits and inspections, unless otherwise provided by law.

For the purposes of this subsection, construction is considered to be commenced when the contract is executed and the contractor has accepted funds from the customer or lender. A contractor does not commit a violation of this subsection when the contractor relies on a building code interpretation rendered by a building official or person authorized by s. 553.80 to enforce the building code, absent a finding of fraud or deceit in the practice of contracting, or gross negligence, repeated negligence, or negligence resulting in a significant danger to life or property on the part of the building official, in a proceeding under chapter 120.

Section 5. Section 553.382, Florida Statutes, is amended to read:

553.382 Placement of certain housing.—Notwithstanding any other law or ordinance to the contrary, in order to expand the availability of affordable housing in this state, any residential manufactured building that is certified under this chapter by the department may not be denied a building permit for placement ~~be placed~~ on a mobile home lot in a mobile home park, on a lot in a recreational vehicle park, or in a mobile home condominium, cooperative, or subdivision. Any such housing unit placed on a mobile home lot is a mobile home for purposes of chapter 723 and, therefore, all rights, obligations, and duties under chapter 723 apply, including the specifics of the

prospectus. However, a housing unit subject to this section may not be placed on a mobile home lot without the prior written approval of the park owner. Each housing unit located on a mobile home lot and subject to this section shall be taxed as a mobile home under s. 320.08(11) and is subject to payments to the Florida Mobile Home Relocation Fund under s. 723.06116.

Section 6. Section 553.385, Florida Statutes, is created to read:

553.385 Permitting and zoning of offsite-constructed residential dwellings; parity.—

(1) As used in this section, the term:

(a) "Local government" means a county or municipality.

(b) "Offsite-constructed residential dwelling" means a manufactured building as defined in s. 553.36(13) which is intended for single-family residential use, or a manufactured home as defined in s. 320.01(2)(b) which is constructed in whole or in part offsite and is treated as real property.

(2)(a) An offsite-constructed residential dwelling must be permitted as of right in any zoning district where single-family detached dwellings are allowed.

(b) A local government may not adopt or enforce any zoning, land use, or development regulation that treats an offsite-constructed residential dwelling differently or more restrictively than a single-family site-built dwelling allowed in the same district.

(c) This section does not prohibit a local government from applying generally applicable architectural, aesthetic, design, setback, height, or bulk standards to offsite-constructed residential dwellings, provided such standards apply equally to site-built single-family dwellings permitted in the same district. A local government may adopt compatibility standards that are limited to the following architectural features:

1. Roof pitch.

2. Square footage of livable space.

3. Type and quality of exterior finishing materials.

4. Foundation enclosure.

5. Existence and type of attached structures.

6. Building setbacks, lot dimensions, and the orientation of the home on the lot.

(d) A local government may not treat offsite-constructed residential dwellings differently than factory-built buildings subject to s. 553.38 based on the method or location of construction.

(3) A local government may not adopt or enforce any zoning, land use, or development ordinance or regulation that conflicts with this section or s. 553.38, or that imposes different or more restrictive treatment on an offsite-constructed residential dwelling based on its method of construction or the presence of components built off site. Local government ordinances or regulations may not have the effect of

excluding offsite-constructed residential dwellings and must be reasonable and uniformly enforced without any distinction as to the type of housing. Any such ordinance or regulation is void and unenforceable as applied to offsite-constructed residential dwellings.

Section 7. Present paragraphs (b) through (m) of subsection (1) of section 553.77, Florida Statutes, are redesignated as paragraphs (c) through (n), respectively, a new paragraph (b) is added to that subsection, and present paragraph (c) of that subsection is amended, to read:

553.77 Specific powers of the commission.—

(1) The commission shall:

(b) By July 1, 2027, adopt by rule a uniform commercial building permit application to be used statewide for commercial construction projects and a uniform residential building permit application to be used statewide for residential construction projects. To the extent feasible, the uniform commercial building permit application and the uniform residential building permit application adopted by the commission must be capable of integration with existing building permit software systems used by local governments and must account for local amendments to the Florida Building Code.

(d) ~~(c)~~ Upon written application by any substantially affected person or a local enforcement agency, issue declaratory statements pursuant to s. 120.565 relating to new technologies,

techniques, and materials which have been tested where necessary and found to meet the objectives of the Florida Building Code. This paragraph does not apply to the types of products, materials, devices, or methods of construction required to be approved under paragraph (g) ~~(f)~~.

Section 8. Paragraphs (a), (b), (c), and (f) of subsection (1) and paragraph (a) of subsection (24) of section 553.79, Florida Statutes, are amended, and paragraphs (g), (h), and (i) are added to subsection (1) of that section, to read:

553.79 Permits; applications; issuance; inspections.—

(1)(a) Unless otherwise provided by law, after the effective date of the Florida Building Code adopted as herein provided, it shall be unlawful for any person, firm, corporation, or governmental entity to construct, erect, alter, modify, repair, or demolish any building within this state without first obtaining a permit therefor from the appropriate enforcing agency or from such persons as may, by appropriate resolution or regulation of the authorized state or local enforcing agency, be delegated authority to issue such permits, upon the payment of such reasonable fees adopted by the enforcing agency. The enforcing agency is empowered to revoke any such permit upon a determination by the agency that the construction, erection, alteration, modification, repair, or demolition of the building for which the permit was issued is in violation of, or not in conformity with, the provisions of the

Florida Building Code. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. A plans reviewer or building code administrator who is responsible for issuing a denial, revocation, or modification request but fails to provide to the permit applicant a reason for denying, revoking, or requesting a modification, based on compliance with the Florida Building Code or local ordinance, is subject to disciplinary action against his or her license pursuant to s. 468.621(1)(i). Installation, replacement, removal, or metering of any load management control device is exempt from and shall not be subject to the permit process and fees otherwise required by this section.

(b) A local enforcement agency shall post each type of building permit application, as adopted by the commission, including a list of all required attachments, drawings, or other requirements for each type of application, on its website. A local enforcement agency shall ~~must~~ post and update the status of every received application on its website until the issuance

of the building permit. A local enforcement agency shall allow applicants to submit completed applications, including payments, attachments, drawings, or other requirements or parts of the ~~completed~~ permit application, ~~must be able to be submitted~~ electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in Portable Document Format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. A building official, at his or her discretion, may accept completed applications, including payments, attachments, drawings, or other requirements or parts of the ~~completed~~ permit application, ~~may also be submitted~~ in person in a nonelectronic format~~, at the discretion of the building official~~.

(c) A local government that issues building permits may send a written notice of expiration, by e-mail or United States Postal Service, to the owner of the property and the contractor listed on the permit, no less than 30 days before a building permit is set to expire. The written notice must identify the permit that is set to expire and the date the permit will expire. A building permit issued by a local government for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later. However, this

paragraph does not prevent a local government from extending a building permit beyond the expiration date.

(f) A local government may not require a contract between a builder and an owner, any copies of such contract, or any associated document, including, but not limited to, letters of intent, material costs lists, labor costs, or overhead or profit statements, for the issuance of a building permit or as a requirement for the submission of a building permit application. Inspection fees may not be based on the total cost of a project and may not exceed the actual inspection costs incurred by the local enforcement agency.

(g)1. A local government that issues building permits shall exempt an owner of a single-family dwelling or the owner's contractor from the requirement to obtain a building permit to perform any work valued at less than $7,500 on the owner's property.

2. The exemption under subparagraph 1. does not apply to any of the following:

a. Work on a property that is partially or entirely located in a flood hazard area as defined by the Florida Building Code.

b. Any electrical, plumbing, structural, mechanical, or gas work performed on property containing a single-family dwelling. A construction project may not be divided into more than one project for the purpose of evading the requirements of

this paragraph.

3. To qualify for the exemption under subparagraph 1., the owner or the owner's contractor must submit a written request for exemption to the local enforcement agency with a copy of the contract or other documentation demonstrating the nature and the value of the work to be performed.

4. A local government has no legal duty to the owner, contractor, or successors or assigns thereof for exempted work performed under this paragraph.

(h)1. A local government that issues building permits shall exempt an owner of a single-family dwelling or the owner's contractor from the requirement to obtain a building permit for the installation of temporary residential hurricane and flood protection walls or barriers that meet all of the following conditions:

a. The wall or barrier is nonhabitable and non-load-bearing.

b. The wall or barrier is installed on the residential property of a single-family or two-family dwelling or townhouse.

c. The wall or barrier is constructed to mitigate or prevent storm surge or floodwaters from entering a structure or property.

d. The wall or barrier is installed by a contractor licensed under part I of chapter 489.

e. The wall or barrier complies with applicable local

zoning, drainage, easement, and setback requirements.

2. The exemption under subparagraph 1. does not apply to work on a property that is partially or entirely located in a flood hazard area as defined by the Florida Building Code.

3. To qualify for the exemption under subparagraph 1., the owner or the owner's contractor must submit a written request for exemption to the local enforcement agency with a copy of the contract or other documentation demonstrating the nature of the work to be performed.

4. A local government has no legal duty to the owner, contractor, or successors or assigns thereof for work performed under this paragraph.

5. The commission may adopt rules under s. 120.54 to incorporate necessary standards to implement this paragraph.

(i) If a retaining wall spans more than one lot or parcel, a local government that issues building permits must issue a permit for a retaining wall for the project as a whole and may not require a building permit for each lot or parcel upon which a retaining wall is installed on the property of a single-family or two-family residential dwelling or a townhouse.

(24)(a) A political subdivision of this state may not adopt or enforce any ordinance or impose any building permit or other development order requirement that:

1. Contains any building, construction, or aesthetic requirement or condition that conflicts with or impairs

corporate trademarks, service marks, trade dress, logos, color patterns, design scheme insignia, image standards, or other features of corporate branding identity on real property or improvements thereon used in activities conducted under chapter 526 or in carrying out business activities defined as a franchise by Federal Trade Commission regulations in 16 C.F.R. ss. 436.1, et~~.~~ seq.; ~~or~~

2. Imposes any requirement on the design, construction, or location of signage advertising the retail price of gasoline in accordance with the requirements of ss. 526.111 and 526.121 which prevents the signage from being clearly visible and legible to drivers of approaching motor vehicles from a vantage point on any lane of traffic in either direction on a roadway abutting the gas station premises and meets height, width, and spacing standards for Series C, D, or E signs, as applicable, published in the latest edition of Standard Alphabets for Highway Signs published by the United States Department of Commerce, Bureau of Public Roads, Office of Highway Safety; or

3. Imposes a glazing requirement that results in the glazing of more than 15 percent of the surface area of the primary facade for the first 10 feet above the ground floor for a proposed new commercial or mixed-use construction or restoration project, except for individually listed contributing structures in a National Register of Historic Places district. For purposes of this subparagraph, the term:

a. "Glazing" means the installation of transparent or translucent materials, including glass or similar substances, in windows, doors, or storefronts. The term includes any actual or faux windows to be installed on a building facade.

b. "Primary facade" means the single building side housing the primary entrance to the building.

Section 9. Section 553.791, Florida Statutes, is amended to read:

553.791 Alternative plans review and inspection.—

(1) As used in this section, the term:

(a) "Applicable codes" means the Florida Building Code and any local technical amendments to the Florida Building Code but does not include the applicable minimum fire prevention and firesafety codes adopted pursuant to chapter 633.

(b) "Audit" means the process to confirm that the building code inspection services have been performed by the private provider, including ensuring that the required affidavit for the plan review has been properly completed and submitted with the permit documents and that the minimum mandatory inspections required under the building code have been performed and properly recorded. The local building official may not replicate the plan review or inspection being performed by the private provider, unless expressly authorized by this section.

(c) "Building" means any construction, erection, alteration, demolition, or improvement of, or addition to, any

structure or site work for which permitting by a local enforcement agency is required.

(d) "Building code inspection services" means those services described in s. 468.603(5) and (8) involving the review of building plans as well as those services involving the review of site plans and site work engineering plans or their functional equivalent, to determine compliance with applicable codes and those inspections required by law, conducted either in person or virtually, of each phase of construction for which permitting by a local enforcement agency is required to determine compliance with applicable codes.

(e) "Deliver" or "delivery" means any method of delivery used in conventional business or commercial practice, including delivery by electronic transmissions such as e-mail or submission through an electronic fill-in form available on the building department's website or through a third-party submission management software.

(f) "Duly authorized representative" means an agent of the private provider identified in the permit application who reviews plans or performs inspections as provided by this section and who is licensed as an engineer under chapter 471 or as an architect under chapter 481 or who holds a standard or provisional certificate under part XII of chapter 468. A duly authorized representative who only holds a provisional certificate under part XII of chapter 468 must be under the

direct supervision of a person licensed as a building code administrator under part XII of chapter 468.

(g) "Electronic signature" means any letters, characters, or symbols manifested by electronic or similar means which are executed or adopted by a party with an intent to authenticate a writing or record.

(h) "Electronic transmission" or "submitted electronically" means any form or process of communication not directly involving the physical transfer of paper or another tangible medium which is suitable for the retention, retrieval, and reproduction of information by the recipient and is retrievable in paper form by the receipt through an automated process. All notices, documents, and applications provided for in this section may be transmitted electronically and shall have the same legal effect as if physically posted or mailed.

(i) "Electronically posted" means providing notices of decisions, results, or records, including inspection records, through the use of a website or other form of electronic communication used to transmit or display information.

(j) "Immediate threat to public safety and welfare" means a building code violation that, if allowed to persist, constitutes an immediate hazard that could result in death, serious bodily injury, or significant property damage. This paragraph does not limit the authority of the local building official to issue a Notice of Corrective Action at any time

during the construction of a building project or any portion of such project if the official determines that a condition of the building or portion thereof may constitute a hazard when the building is put into use following completion as long as the condition cited is shown to be in violation of the building code or approved plans.

(k) "Local building official" means the individual within the governing jurisdiction responsible for direct regulatory administration or supervision of plans review, enforcement, and inspection of any construction, erection, alteration, demolition, or substantial improvement of, or addition to, any structure for which permitting is required to indicate compliance with applicable codes and includes any duly authorized designee of such person.

(l) "Permit application" means a properly completed and submitted application for the requested building or construction permit, including:

1. The plans reviewed by the private provider, or in the case of a single-trade plans review where a private provider uses an automated or software-based plans review system pursuant to subsection (7) ~~(6)~~, the information reviewed by the automated or software-based plans review system to determine compliance with one or more applicable codes.

2. The affidavit from the private provider required under subsection (7) ~~(6)~~.

3. Any applicable fees.

4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(m) "Plans" means building plans, site engineering plans, or site plans, or their functional equivalent, submitted by a fee owner or fee owner's contractor to a private provider or duly authorized representative for review.

(n) "Private provider" means a person licensed as a building code administrator under part XII of chapter 468, as an engineer under chapter 471, or as an architect under chapter 481. For purposes of performing inspections under this section for additions and alterations that are limited to 1,000 square feet or less to residential buildings, the term "private provider" also includes a person who holds a standard certificate under part XII of chapter 468.

(o) "Private provider firm" means a business organization, including a corporation, partnership, business trust, or other legal entity, which offers services under this chapter to the public through licensees who are acting as agents, employees, officers, or partners of the firm. A person who is licensed as a building code administrator under part XII of chapter 468, an engineer under chapter 471, or an architect under chapter 481 may act as a private provider for an agent, employee, or officer of the private provider firm.

(p) "Registration" means the roster of authorized private provider firms held by each local enforcement agency.

(q) ~~(p)~~ "Request for certificate of occupancy or certificate of completion" means a properly completed and executed application for:

1. A certificate of occupancy or certificate of completion.

2. A certificate of compliance from the private provider required under subsection (15) ~~(13)~~.

3. Any applicable fees.

4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(r) ~~(q)~~ "Single-trade inspection" or "single-trade plans review" means any inspection or plans review focused on a single construction trade, such as plumbing, mechanical, or electrical. The term includes, but is not limited to, inspections or plans reviews of door or window replacements; fences and block walls more than 6 feet high from the top of the wall to the bottom of the footing; stucco or plastering; reroofing with no structural alteration; solar energy and energy storage installations or alterations; HVAC replacements; ductwork or fan replacements; alteration or installation of wiring, lighting, and service panels; water heater changeouts; sink replacements; and repiping.

(s) ~~(r)~~ "Site work" means the portion of a construction project that is not part of the building structure, including, but not limited to, grading, excavation, landscape irrigation, and installation of driveways.

(t) ~~(s)~~ "Stop-work order" means the issuance of any written statement, written directive, or written order which states the reason for the order and the conditions under which the cited work will be permitted to resume.

(2)(a) Notwithstanding any other law or local government ordinance or local policy, the fee owner of a building or structure, or the fee owner's contractor upon explicit written authorization from the fee owner, may choose at any time to use a private provider to provide plans review or building code inspection services with regard to such building or structure and may make payment directly to the private provider for the provision of such services. All such services shall be the subject of a ~~written~~ contract between the private provider, or the private provider's firm, and the fee owner or the fee owner's contractor, upon explicit written authorization of the fee owner. A copy of such written authorization must be submitted to the local building official. The local enforcement agency may not require the contract to be provided as part of the permit application or as a condition for issuing a permit. The fee owner may elect to use a private provider to provide plans review or required building inspections, or both. However,

if the fee owner or the fee owner's contractor uses a private provider to provide plans review, the local building official, in his or her discretion and pursuant to duly adopted policies of the local enforcement agency, may require the fee owner or the fee owner's contractor to use a private provider to also provide required building inspections.

(b) If a fee ~~an~~ owner or the fee owner's contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must reduce the permit fee by the amount of cost savings realized by the local enforcement agency for not having to perform such services. Such reduction may be calculated on a flat fee or percentage basis, or any other reasonable means by which a local enforcement agency assesses the cost for its plans review or inspection services. The permit fee must be based on the cost incurred by the local jurisdiction, including the labor cost of the personnel providing such services and the clerical and supervisory assistance required to comply with this section. The local jurisdiction may not charge fees for plans review or building inspections if the fee owner or the fee owner's contractor hires a private provider to perform such services. The local enforcement agency may not charge punitive administrative fees when a fee owner has chosen to work with a private provider~~; however, the local jurisdiction may charge a reasonable administrative fee, which shall be based on the cost~~

~~that is actually incurred, including the labor cost of the personnel providing the service, by the local jurisdiction or attributable to the local jurisdiction for the clerical and supervisory assistance required, or both~~.

(c) If a fee ~~an~~ owner or the fee owner's ~~a~~ contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must provide equal access to all permitting and inspection documents and reports to the private provider, owner, and contractor if such access is provided by software that protects exempt records from disclosure. Access to these documents must be promptly provided.

(d) If a fee owner or the fee owner's contractor retains a private provider for purposes of plans review or building inspection services for a commercial construction project, the local enforcement agency must reduce the permit fee by at least 25 percent of the portion of the permit fee attributable to plans review or building inspection services, as applicable. If the fee owner or the fee owner's contractor retains a private provider for all required plans review and building inspection services, the local enforcement agency must reduce the total permit fee by at least 50 percent of the amount otherwise charged for such services. If the local enforcement agency does not reduce such fee by at least the percentages provided in this paragraph, the local enforcement agency forfeits the ability to

collect any fees for the commercial construction project. The surcharge required by s. 553.721 must be calculated based on the amount of the reduced permit fee. This paragraph does not prohibit a local enforcement agency from reducing a permit fee in excess of the percentages provided in this paragraph.

(e) A local government or local building official may not require additional forms beyond those required at registration, except for the written notice required under subsection (5), if a fee owner or the fee owner's contractor uses a private provider.

(3) A private provider and any duly authorized representative may only perform building code inspection services that are within the disciplines covered by that person's licensure or certification under chapter 468, chapter 471, or chapter 481, including single-trade inspections. A private provider may not provide building code inspection services pursuant to this section upon any building designed or constructed by the private provider or the private provider's firm.

(4) A local enforcement agency must create a registration system for private providers and private provider firms working in the local enforcement agency's jurisdiction. A local enforcement agency must have a method to register and update registration information electronically. The local enforcement agency may not charge an administrative fee for registration or

updates to a registration. The private provider or private provider firm must provide its contact information and verify compliance with the licensure requirements of paragraph (1)(n) or paragraph (1)(o), as applicable, and the insurance requirements of subsection (20). The private provider or private provider firm must register with the local enforcement agency in the jurisdiction in which the provider or firm is working before contracting to provide services in such jurisdiction. The private provider or private provider firm must update its registration within 5 business days after any change to the provider's or firm's contact information, licensure, or insurance coverage.

(5) ~~(4)~~ A fee owner or the fee owner's contractor using a private provider to provide building code inspection services shall notify the local building official in writing at the time of permit application, or by 2 p.m. local time, 2 business days before the first scheduled inspection by the local building official or building code enforcement agency that a private provider has been contracted to perform the required inspections of construction under this section, including single-trade inspections, on a form ~~to be~~ adopted by the commission. The local enforcement agency may not alter the form. This notice must ~~shall~~ include the following information:

(a) The services to be performed by the private provider.

(b) The name, firm, address, telephone number, and e-mail

address of each private provider who is performing or will perform such services, his or her professional license or certification number, ~~qualification statements or resumes,~~ and, if required by the local building official, a certificate of insurance demonstrating that professional liability insurance coverage is in place for the private provider's firm, the private provider, and any duly authorized representative in the amounts required by this section.

(c) An acknowledgment from the fee owner or the fee owner's contractor in substantially the following form:

I have elected to use one or more private providers to provide building code plans review and/or inspection services on the building or structure that is the subject of the enclosed permit application, as authorized by s. 553.791, Florida Statutes. I understand that the local building official may not review the plans submitted or perform the required building inspections to determine compliance with the applicable codes, except to the extent specified in said law. Instead, plans review and/or required building inspections will be performed by licensed or certified personnel identified in the application. The law requires minimum insurance requirements for such personnel, but I understand that I may require more

insurance to protect my interests. By executing this form, I acknowledge that I have made inquiry regarding the competence of the licensed or certified personnel and the level of their insurance and am satisfied that my interests are adequately protected. I agree to indemnify, defend, and hold harmless the local government, the local building official, and their building code enforcement personnel from any and all claims arising from my use of these licensed or certified personnel to perform building code inspection services with respect to the building or structure that is the subject of the enclosed permit application.

If the fee owner or the fee owner's contractor makes any changes to the listed private providers or the services to be provided by those private providers, the fee owner or the fee owner's contractor shall, within 1 business day after any change or within 2 business days before the next scheduled inspection, update the notice to reflect such changes. A change of a duly authorized representative named in the permit application does not require a revision of the permit, and the building code enforcement agency shall not charge a fee for making the change.

(6) ~~(5)~~ After construction has commenced ~~and if either the local building official is unable to provide inspection services~~

~~in a timely manner or the work subject to inspection is related to a single-trade inspection for a single-family or two-family dwelling~~, the fee owner or the fee owner's contractor may elect to use a private provider to provide inspection services for a single-trade inspection for a single-family or two-family dwelling by notifying the local building official of the owner's or contractor's intention to do so ~~by 2 p.m. local time, 2 business days~~ before the next scheduled inspection using the notice provided for in paragraphs (5)(a), (b), and (c) ~~(4)(a)-(c)~~.

(7) ~~(6)~~ A private provider performing plans review under this section shall review the plans to determine compliance with the applicable codes. For single-trade plans reviews, a private provider may use an automated or software-based plans review system designed to determine compliance with one or more applicable codes, including, but not limited to, the National Electrical Code and the Florida Building Code. Upon determining that the plans reviewed comply with the applicable codes, the private provider shall prepare an affidavit or affidavits certifying, under oath, that the following is true and correct to the best of the private provider's knowledge and belief:

(a) The plans were reviewed by the affiant, who is duly authorized to perform plans review pursuant to this section and holds the appropriate license or certificate.

(b) The plans comply with the applicable codes.

Such affidavit may bear a written or electronic signature and may be submitted electronically to the local building official. A local enforcement agency must accept electronically submitted affidavits.

(8)(a) The local building official may not review plans, construction drawings, or any other related documents determined by a private provider to be compliant with the applicable codes, except to the extent necessary to determine compliance with local ordinances, floodplain management regulations, site review requirements, and any other administrative or life-safety review unrelated to building code compliance.

(b) The local building official may review other forms and documents required under this section for completeness only. The local building official must provide written notice to a permit applicant of any incomplete forms or documents required under this section no later than 10 business days after receipt of a permit application or, if the permit application is relating to a single-trade plans review for a single-family or two-family dwelling, no later than 5 business days after receipt of a permit application, and an affidavit from the private provider as required in subsection (7). The written notice must state with specificity which forms or documents are incomplete.

~~(7)(a) No more than 20 business days, or if the permit application is related to a single-trade plans review for a~~

~~single-family or two-family dwelling, no more than 5 business days, after receipt of a permit application and the affidavit from the private provider required pursuant to subsection (6), the local building official shall issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections.~~ If the local building official does not provide such ~~a~~ written notice ~~of the plan deficiencies~~ within the prescribed time period, the permit ~~application~~ must be deemed approved as a matter of law, and the permit must be issued by the local building official on the next business day.

(c) ~~(b)~~ If the local building official provides a written notice ~~of plan deficiencies~~ to the permit applicant of any incomplete forms or documents required under this section at the time of plan submission within the prescribed time period, such ~~the~~ time period is tolled pending resolution of the matter. To resolve the issues raised in the notice ~~plan deficiencies~~, the permit applicant may elect to dispute the issues ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit revisions to correct the issues ~~deficiencies~~.

(d) ~~(c)~~ If the permit applicant submits revisions, the local building official has the remainder of the tolled 10-day or 5-day time period plus 5 business days ~~after the date of resubmittal~~ to issue the requested permit or to provide a second

written notice to the permit applicant stating which of the previously identified forms or documents ~~plan features~~ remain incomplete ~~in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections~~. Any subsequent review by the local building official is limited to the issues ~~deficiencies~~ cited in the original written notice. If the local building official does not provide the second written notice within the prescribed time period, the permit must be deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(e) ~~(d)~~ If the local building official provides a second written notice ~~of plan deficiencies~~ to the permit applicant within the prescribed time period, the permit applicant may elect to dispute the issues raised in the second notice ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit additional revisions to correct the issues ~~deficiencies~~. For all revisions submitted after the first revision, the local building official has an additional 5 business days ~~after the date of resubmittal~~ to issue the requested permit or to provide a written notice to the permit applicant stating which of the previously identified forms or documents ~~plan features~~ remain incomplete. If the local building official does not provide the notice within the prescribed time period, the permit must be deemed approved as a matter of law, and the local building

official must issue the permit on the next business day ~~in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections~~.

(9) ~~(8)~~ A private provider performing required inspections under this section shall inspect each phase of construction as required by the applicable codes. Such inspection, including a single-trade inspection, may be performed in person or virtually. The private provider may have a duly authorized representative perform the required inspections, provided all required reports are prepared by and bear the written or electronic signature of the private provider or the private provider's duly authorized representative. The duly authorized representative must be an employee of the private provider entitled to receive reemployment assistance benefits under chapter 443. The contractor's contractual or legal obligations are not relieved by any action of the private provider.

(10) ~~(9) A private provider performing required inspections under this section shall provide notice to the local building official of the approximate date and time of any such inspection.~~ The local building official may not prohibit the private provider from performing any inspection outside the local building official's normal operating hours, including after hours, weekends, or holidays. ~~The local building official may visit the building site as often as necessary to verify that the private provider is performing all required inspections.~~ A

deficiency notice must be posted by the private provider, the duly authorized representative of the private provider, or the building department whenever a noncomplying item related to the building code or the permitted documents is found. Such notice may be physically posted at the job site or electronically posted. After corrections are made, the item must be reinspected by the private provider or the representative of the private provider before being concealed. ~~Reinspection or reaudit fees shall not be charged by~~ The local jurisdiction may not charge reinspection or reaudit fees as a result of the local jurisdiction's audit inspection occurring before the performance of the private provider's inspection or for any other administrative matter not involving the detection of a violation of the building code or a permit requirement.

(11) A local enforcement agency is not responsible for the regulatory administration or supervision of building code inspection services performed by a private provider hired by a fee owner or the fee owner's contractor. A local enforcement agency may not require additional verification of licensure or insurance requirements beyond that which is required at registration.

(12) ~~(10)~~ If the private provider is a person licensed as an engineer under chapter 471 or an architect under chapter 481 and affixes his or her professional seal to the affidavit required under subsection (7) ~~(6)~~, the local building official

must issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections, within 10 business days after receipt of the permit application and affidavit. In such written notice, the local building official must provide with specificity the plan's deficiencies, the reasons the permit application failed, and the applicable codes being violated. If the local building official does not provide specific written notice to the permit applicant within the prescribed 10-day period, the permit application is deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(13) ~~(11)~~ If equipment replacements and repairs must be performed in an emergency situation, subject to the emergency permitting provisions of the Florida Building Code, a private provider may perform emergency inspection services without first notifying the local building official ~~pursuant to subsection (9)~~. A private provider must conduct the inspection within 3 business days after being contacted to conduct an emergency inspection and must submit the inspection report to the local building official within 1 day after the inspection is completed.

(14) ~~(12)~~ Upon completing the required inspections at each applicable phase of construction, the private provider shall

record such inspections on a form provided by the commission ~~acceptable to the local building official~~. The form must bear the written or electronic signature of the private provider or the private provider's duly authorized representative. These inspection records must ~~shall~~ reflect those inspections required by the applicable codes of each phase of construction for which permitting by a local enforcement agency is required. The private provider, upon completion of the required inspection, shall post each completed inspection record, indicating pass or fail, and provide the record to the local building official within 4 ~~2~~ business days. Such inspection record may be electronically posted by the private provider, or the private provider may post such inspection record physically at the project site. The private provider may electronically transmit the record to the local building official. The local building official may waive the requirement to provide a record of each inspection within 4 ~~2~~ business days if the record is electronically posted or transmitted or posted at the project site and all such inspection records are submitted with the certificate of compliance. Unless the records have been electronically posted or transmitted, records of all required and completed inspections shall be maintained at the building site at all times and made available for review by the local building official. A local building official may not fail any inspection performed by a private provider for not having the

inspection records at the job site if the inspection records have been electronically transmitted to the local building official within the 4-business-day requirement. The private provider shall report to the local enforcement agency any condition that poses an immediate threat to public safety and welfare.

(15) ~~(13)~~ Upon completion of all required inspections, the private provider firm shall prepare a certificate of compliance, on a form provided by the commission ~~acceptable to the local building official~~, summarizing the inspections performed and including a written representation, under oath, that the stated inspections have been performed and that, to the best of the private provider's knowledge and belief, the building construction inspected complies with the approved plans and applicable codes. The certificate of compliance may be signed by any qualified licensed individual employed full time by the private provider firm under whose authority the inspection was completed. The statement required of the private provider shall be substantially in the following form and shall be signed and sealed by a private provider as established in subsection (1) or may be electronically transmitted to the local building official:

To the best of my knowledge and belief, the building components and site improvements outlined herein and

inspected under my authority have been completed in conformance with the approved plans and the applicable codes.

(16)(a) ~~(14)(a)~~ The local building official may only perform building inspections of construction that a private provider has determined to be compliant with the applicable codes if the local building official has knowledge that the private provider did not perform the required inspections. If the local building official has such knowledge, the local building official must provide to the private provider written notice of the facts and circumstances upon which the local building official relied for such knowledge before performing a required inspection. The local building official may review forms and documents required under this section for completeness only. No more than 10 business days, or if the permit is related to single-family or two-family dwellings then no more than 2 business days, after receipt of a request for a certificate of occupancy or certificate of completion and the applicant's presentation of a certificate of compliance and approval of all other government approvals required by law, including the payment of all outstanding fees, the local building official shall issue the certificate of occupancy or certificate of completion or provide ~~a~~ notice to the applicant of any incomplete forms or documents required under this section

~~identifying the specific deficiencies, as well as the specific code chapters and sections~~.

(b) If the local building official does not provide notice of any incomplete forms or documents ~~the deficiencies~~ within the applicable time periods under paragraph (a), the request for a certificate of occupancy or certificate of completion is automatically granted and deemed issued as of the next business day. The local building official must provide the applicant with the written certificate of occupancy or certificate of completion within 10 days after it is automatically granted and issued. To resolve any identified issues ~~deficiencies~~, the applicant may elect to dispute the issues ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit a corrected request for a certificate of occupancy or certificate of completion.

(17)~~(15)~~ If the local building official determines that the building construction or plans do not comply with the applicable codes, the official may deny the permit or request for a certificate of occupancy or certificate of completion, as appropriate, or may issue a stop-work order for the project or any portion thereof as provided by law, if the official determines that the noncompliance poses an immediate threat to public safety and welfare, subject to the following:

(a) The local building official shall be available to meet with the private provider within 2 business days to resolve any dispute after issuing a stop-work order or providing notice to

the applicant denying a permit or request for a certificate of occupancy or certificate of completion.

(b) If the local building official and private provider are unable to resolve the dispute, the matter shall be referred to the local enforcement agency's board of appeals, if one exists, which shall consider the matter at its next scheduled meeting or sooner. Any decisions by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter.

(c) Notwithstanding any provision of this section, any decisions regarding the issuance of a building permit, certificate of occupancy, or certificate of completion may be reviewed by the local enforcement agency's board of appeals, if one exists. Any decision by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter, which shall consider the matter at the commission's next scheduled meeting.

(18) ~~(16)~~ For the purposes of this section, any notice to be provided by the local building official shall be deemed to be provided to the person or entity when successfully transmitted to the e-mail address listed for that person or entity in the permit application or revised permit application, or, if no e-mail address is stated, when actually received by that person or

entity.

(19)(a) ~~(17)(a)~~ A local enforcement agency, local building official, or local government may not adopt or enforce any laws, rules, procedures, policies, qualifications, or standards more stringent than those prescribed by this section.

~~(b) A local enforcement agency, local building official, or local government may establish, for private providers, private provider firms, and duly authorized representatives working within that jurisdiction, a system of registration to verify compliance with the licensure requirements of paragraph (1)(n) and the insurance requirements of subsection (18).~~

(b) ~~(c)~~ This section does not limit the authority of the local building official to issue a stop-work order for a building project or any portion of the project, as provided by law, if the official determines that a condition on the building site constitutes an immediate threat to public safety and welfare.

(c) A local enforcement agency may not prohibit or limit private providers from using virtual inspections if a virtual inspection is not prohibited by any applicable code.

(20) ~~(18)~~ A private provider may perform building code inspection services on a building project under this section only if the private provider maintains insurance for professional liability covering all services performed as a private provider. Such insurance shall have minimum policy

limits of $1 million per occurrence and $2 million in the aggregate for any project with a construction cost of $5 million or less and $2 million per occurrence and $4 million in the aggregate for any project with a construction cost of over $5 million. Nothing in this section limits the ability of a fee owner to require additional insurance or higher policy limits. For these purposes, the term "construction cost" means the total cost of building construction as stated in the building permit application. If the private provider chooses to secure claims-made coverage to fulfill this requirement, the private provider must also maintain coverage for a minimum of 5 years after ~~subsequent to~~ the performance of building code inspection services. The insurance required under this subsection shall be written only by insurers authorized to do business in this state with a minimum A.M. Best's rating of A. Before providing building code inspection services within a local building official's jurisdiction, a private provider must provide to the local building official a certificate of insurance evidencing that the coverages required under this subsection are in force.

(21) ~~(19)~~ When performing building code inspection services, a private provider is subject to the disciplinary guidelines of the applicable professional board with jurisdiction over his or her license or certification under chapter 468, chapter 471, or chapter 481. All private providers shall be subject to the disciplinary guidelines of s.

468.621(1)(c)-(h). Any complaint processing, investigation, and discipline that arise out of a private provider's performance of building code inspection services shall be conducted by the applicable professional board.

(22)~~(20)~~ A local building code enforcement agency may not audit the performance of building code inspection services by private providers operating within the local jurisdiction until the agency has created standard operating private provider audit procedures for the agency's internal inspection and review staff, which includes, at a minimum, the private provider audit purpose and scope, private provider audit criteria, an explanation of private provider audit processes and objections, and detailed findings of areas of noncompliance. Such private provider audit procedures must be publicly available online, and a printed version must be readily accessible in agency buildings. The private provider audit results of staff for the prior two quarters also must be publicly available. The agency's audit processes must adhere to the agency's posted standard operating audit procedures. The same private provider or private provider firm may not be audited more than four times in a year unless the local building official determines a condition of a building constitutes an immediate threat to public safety and welfare, which must be communicated in writing to the private provider or private provider firm. The private provider or private provider firm must be given notice of each audit to be

performed at least 5 business days before the audit. Work on a building or structure may proceed after inspection and approval by a private provider. The work may not be delayed for completion of an inspection audit by the local building code enforcement agency.

(23) ~~(21)~~ The local government, ~~the~~ local building official, and ~~their~~ building code enforcement personnel shall be immune from liability to any person or party for any action or inaction by a fee owner of a building, or by a private provider or its duly authorized representative, in connection with building code inspection services as authorized in this act. The local government, local enforcement agency, local building official, and building code enforcement personnel may not prohibit or discourage the use of a private provider or a private provider firm.

(24) ~~(22)~~ Notwithstanding any other law, a county, a municipality, a school district, or an independent special district may use a private provider or a private provider firm, or may employ a licensed building inspector as described in s. 468.603(5)(a) or a person who holds the same licensure or certification as a private provider, to provide building code inspection services for a public works project, an improvement, a building, or any other structure that is owned by the county, municipality, school district, or independent special district.

Section 10. Paragraph (a) of subsection (1) of section

553.792, Florida Statutes, is amended to read:

553.792 Building permit application to local government.—

(1)(a) A local government must approve, approve with conditions, or deny a building permit application after receipt of a completed and sufficient application within the following timeframes, unless the applicant waives such timeframes in writing:

1. Within 5 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits for an existing single-family residential dwelling if the value of the work is less than $15,000: structural, accessory structure, alarm, electrical, gas, irrigation, landscaping, mechanical, plumbing, or roofing.

2.~~1.~~ Within 30 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits if the structure is less than 7,500 square feet: residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

3.~~2.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building

permits if the structure is 7,500 square feet or more: residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

4.~~3.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits: signs or nonresidential buildings that are less than 25,000 square feet.

5.~~4.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits: multifamily residential, not exceeding 50 units; site-plan approvals and subdivision plats not requiring public hearing or public notice; and lot grading and site alteration.

6.~~5.~~ Within 12 business days after receiving a complete and sufficient application, for an applicant using a master building permit consistent with s. 553.794 to obtain a site-specific building permit.

7.~~6.~~ Within 10 business days after receiving a complete and sufficient application, for an applicant for a single-family residential dwelling applied for by a contractor licensed in this state on behalf of a property owner who participates in a Community Development Block Grant-Disaster Recovery program

~~administered by the Department of Commerce~~, unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

However, the local government may not require the waiver of the timeframes in this section as a condition precedent to reviewing an applicant's building permit application.

Section 11. Paragraph (c) is added to subsection (1) of section 720.3035, Florida Statutes, to read:

720.3035 Architectural control covenants; parcel owner improvements; rights and privileges.—

(1)

(c) An association or any architectural, construction improvement, or other such similar committee of an association may not require a building permit to be issued by a governmental authority to a parcel owner as a prerequisite for review by the association or committee concerning the construction of structures or improvements on the parcel.

Section 12. This act shall take effect July 1, 2026.

This document is the enrolled version of Florida House Bill 803 (2026), a major statewide reform bill focused on building permits, inspections, private providers, manufactured housing, and construction regulation in Florida.

Key Themes of the Bill

1. Building Permit Reform

The bill significantly changes how local governments process building permits by:

- Standardizing permit applications statewide
- Expanding electronic permit submission requirements
- Creating stricter timelines for permit review
- Establishing automatic permit approval ("deemed approved") if deadlines are missed
- Limiting what local governments can require from applicants

Examples include:

- Statewide uniform residential and commercial permit applications by July 1, 2027
- Mandatory online application status tracking and electronic submission capability
- Permit approvals become automatic if jurisdictions fail to act within statutory review timelines
    - 10 business days for Private Provider Permits
    - 5 business days on permits for existing single-family dwelling less than $15,000: structural, accessory, alarm, electrical, gas, irrigation, mechanical, plumbing or roofing
    - 30 business days on permits if the residential structure is less than 7,500 square feet
    - 60 business days on permits if the residential structure is 7,500 square feet or more
    - 60 business days on permits if the non-residential structure is less than 25,000 square feet

- 60 business days on permits for multifamily residential not exceeding 50 units, site plan approvals and subdivision plats not requiring public hearing or notice and lot grading and site alterations
- 12 business days for a permit using a master building permit consistent with 553.794 to obtain a site-specific building permit
- 10 business days for CDBG Disaster Recovery Grant Program permit applications

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2. Expansion of Private Provider Authority

A large portion of the bill expands and strengthens the use of private providers for plan review and inspections under Florida Statute 553.791.

Major changes include:

- Local governments must reduce permit fees when private providers are used
- Local governments cannot charge punitive administrative fees
- Virtual inspections cannot be prohibited
- Private provider records may be submitted electronically
- Local governments are prohibited from requiring additional forms beyond state requirements
- Private provider firms must register electronically with local jurisdictions

This section substantially reduces local control over permitting processes when private providers are involved.

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3. Permit Exemptions for Residential Work

The bill creates new permit exemptions for certain residential work.

Notably:

- Work under $7,500 on a single-family home may be exempt from permitting requirements
- Exceptions include structural, electrical, plumbing, mechanical, gas, or flood hazard area work

- Temporary hurricane and flood protection barriers may also be exempt under certain conditions

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4. Manufactured and Offsite-Constructed Housing

The bill strongly promotes offsite-built and manufactured housing.

Key provisions:

- Local governments must allow offsite-constructed residential dwellings wherever single-family homes are permitted
- Local governments cannot regulate them more restrictively than site-built homes
- Certain architectural compatibility standards are still allowed (roof pitch, exterior materials, setbacks, etc.)

This is a major preemption of local zoning authority related to modular and manufactured housing.

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5. Emergency Inspector Authorization

The bill creates temporary emergency authorization for out-of-state inspectors and plans examiners during declared emergencies.

Qualified inspectors from other states may work in Florida for up to one year after a declared emergency if they meet specified licensing or experience requirements.

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6. Restrictions on Local Government Authority

Several provisions reduce local discretion:

- Inspection fees cannot exceed actual costs
- Governments cannot require construction contracts or cost breakdowns for permit issuance
- Certain glazing and façade design requirements for commercial buildings are prohibited
- Local governments cannot impose permit requirements lot-by-lot for certain retaining wall projects

Overall Impact

This legislation is broadly aimed at:

- Accelerating construction and rebuilding
- Reducing permitting delays
- Increasing use of private-sector inspection services
- Expanding affordable and modular housing opportunities
- Limiting local government barriers and discretionary review authority

The bill substantially shifts authority away from local building departments and toward:

- Statewide standardization
- Private providers
- Property owners and contractors

It will likely require significant operational changes for local governments, especially building departments, permitting software systems, fee structures, and inspection workflows.

RESOLUTION NO. 2026-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE BUILDING PERMIT FEE SCHEDULE RELATED TO THE ISSUANCE OF BUILDING PERMITS PURSUANT TO THE FLORIDA BUILDING CODE; AMENDING RESOLUTION 2025-088; PROVIDING FOR COMPLIANCE WITH CHAPTER 553, FLORIDA STATUTES, AS AMENDED BY HB 803 (2026); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.222, Florida Statutes, authorizes municipalities to establish reasonable regulatory fees for the administration and enforcement of the Florida Building Code; and

WHEREAS, the City Council adopted Resolution 2025-088 establishing a Building Permit Fee Schedule effective January 1, 2026; and

WHEREAS, the Florida Legislature enacted HB 803 (2026), amending various provisions of Chapter 553, Florida Statutes, relating to building permits, inspections, private providers, permit fee reductions, permit exemptions, and local government permitting requirements; and

WHEREAS, HB 803 requires local governments to reduce permit fees under certain circumstances when a private provider performs plans review and/or inspection services pursuant to Section 553.791, Florida Statutes; and

WHEREAS, HB 803 authorizes local governments to charge reasonable administrative fees associated with private provider projects only to the extent such fees are based upon actual costs incurred by the local jurisdiction; and

WHEREAS, HB 803 requires local governments to exempt certain qualifying residential work valued at less than $7,500 from permit requirements as provided in Section 553.79, Florida Statutes; and

WHEREAS, the City Council finds that amendment of the Building Permit Fee Schedule is necessary to ensure compliance with state law and to continue the effective administration and enforcement of the Florida Building Code within the City of Cocoa; and

WHEREAS, the City Council finds that the fees established herein are intended to recover the City's direct and indirect costs associated with permit processing, inspections, records management, code administration, and other services authorized by Florida law.

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

SECTION 1. RECITALS.
The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. ADOPTION OF REVISED FEE SCHEDULE.
Exhibit "A", attached hereto and incorporated herein, is hereby adopted as the Building Permit Fee Schedule for the City of Cocoa and supersedes any conflicting provisions contained within Resolution 2025-088.

SECTION 3. PRIVATE PROVIDER FEES.
The City shall administer all permit fees associated with private provider projects in accordance with Section 553.791, Florida Statutes, as amended.

SECTION 4. PRIVATE PROVIDER PERMIT FEE REDUCTIONS.
Permit fees for projects utilizing private providers shall be reduced in accordance with Section 553.791, Florida Statutes, as amended, including any minimum reductions required by state law for plans review and inspection services performed by a private provider.

SECTION 5. RESIDENTIAL PERMIT EXEMPTIONS.
The Building Official is authorized to implement permit exemptions required by Section 553.79, Florida Statutes, including exemptions applicable to qualifying single-family residential work valued at less than $7,500, subject to statutory limitations and documentation requirements.

SECTION 6. ADMINISTRATIVE AUTHORITY.
The Building Official is authorized to adopt administrative forms, procedures, registration requirements, and internal processes necessary to implement and maintain compliance with Chapter 553, Florida Statutes, and any future amendments thereto.

SECTION 7. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS.
All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

SECTION 8. SEVERABILITY.
If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 9. EFFECTIVE DATE.
This Resolution shall become effective immediately upon adoption and shall apply to all permit applications submitted on or after July 1, 2026.

ADOPTED by the City Council of the City of Cocoa, Florida, in a City Council Workshop assembled on the 9th day of June, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

"EXHIBIT A"

Permit Fees		
Residential Occupancy Construction*	**Construction Cost**	
	First $1,000	**$1,001 +**
	$75	$75, plus $4/$1,000
Non-Residential Construction*	**Construction Cost**	
	First $1,000	**$1,001 +**
	$100	$100, plus $6/$1,000

* Permit fees are waived for structural, electrical, or plumbing permit application(s) submitted that directly relate to the installation of solar photovoltaic and thermal systems.
* Permit fees shall be adjusted for permits utilizing an approved Private Provider in accordance with Section 553.791, Florida Statutes. The applicant shall disclose the intended use of a Private Provider prior to payment of permit fees to allow proper fee calculation. A minimum 25% permit fee reduction may be applied for either plan review or inspections performed by an approved Private Provider. A minimum 50% permit fee reduction may be applied where both services (plan review and inspections) are performed by an approved Private Provider.

State Surcharge Fees	
Section 553.721, Florida Statutes	Assessed at 1% of permit fees associated with the enforcement of the Florida Building Code; minimum charge $2.00 per permit
	Florida Building Commission (FBC) Surcharge
Section 468.631, Florida Statutes	Assessed at 1.5% of permit fees associated with the enforcement of the Florida Building Code; minimum charge $2.00 per permit
	Building Code Administrators and Inspectors Fund (BCAIF) Surcharge

Building Permit Administrative Fees	
Permit Application Processing Fee	$25
Technology Fee	$15
Addition of Subcontractor	$100 per subcontractor
Change of Contractor or Subcontractor	$100 per request
Plan Revisions	$100 per request
Permit Extensions	$50 per request
Reinspection Fee (1st reinspection free)	$100 – 2nd failure $150 – 3rd failure $200 – 4th and additional failures, per occurrence
Flood Plain Review/LOMR/CLOMR	$300
Temporary Certificate of Occupancy	$100
Failure to Schedule a Final Inspection	$100
Work Without a Permit Penalty ^	Up to 4 times the permit fee amount

^ This provision shall not apply to emergency work necessary to address an immediate threat to life safety, property, or habitability (e.g., water intrusion, structural failure, system breakdown). A permit application must be submitted within two (2) business days, and any unreasonable delay shall result in a Work Without a Permit penalty in addition to the required permit fees. The Building Official may waive penalty fees when justifiable cause has been demonstrated in writing.

Refund requests are subject to the approval of the Building Official and are not guaranteed.

Revised June 9, 2026; Effective July 1, 2026

CITY COUNCIL AGENDA ITEM

Memo Date:	June 4, 2026
Agenda Date:	June 9, 2026
File ID:	2026-495
Prepared By:	Mary Humbert
Through:	Stockton Whitten, City Manager
Requested Action:	Approval of the Interlocal agreement with Brevard County Sheriff's Office for Unified Dispatch

BACKGROUND:

On May 19, 2026, City Council approved the transition of Cocoa PD and Fire Dispatch to Brevard County Sheriff's Office. Staff has negptoated a contract with the Brevard County Sherriff's Office (BCSO) to provide police and fire dispatch services beginning in FY 2026. The equipment used by the dispatchers will be moved to the BCSO operations at a cost of $70,000. Additionally, BCSO will charge the City $180,000 per year for the first 2 years and $189,000 for the 3rd year to provide the dispatch service to the City. This amount will be included in the adopted budget each year. The Cocoa Police Fire Dispatch Services agreement is written agreement for all items of transfer and the fees associated with this transition.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards
Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No
If not budgeted, is amendment / transfer attached?
BAF #26-074

$70,000.00 (One-Time Fee)
FY 2026/27 $180,000
FY 2027/28 $180,000
FY 2028/29 $189,000

Three-Year Cost (39-month contract)

Total recurring service fees: **$549,000**

Plus one-time transition cost: **$70,000**

Total contract value through FY 2028/29: **$619,000**

Total Savings per year for City of Cocoa $1.3m

PREVIOUS ACTION:
On May 19, 2026, City Council approved the transition of Cocoa PD and Fire Dispatch to Brevard County Sheriff's Office Unified Dispatch.

RECOMMENDED MOTION:
Approval of the multi-year Law Enforcement and Fire Dispatch Services Agreement with the Brevard County Sheriff’s Office and approval of BAF #26-074 for $70,000 to move dispatch equipment

LAW ENFORCEMENT and FIRE DISPATCH SERVICES AGREEMENT

THIS AGREEMENT, is entered into and made effective the 1st day of July, 2026, irrespective of when signed, by and between the City of Cocoa, a Florida municipal corporation, by and through its City Council, (hereinafter referred to as "Cocoa") and Wayne Ivey, in his official capacity as Sheriff of Brevard County, Florida, a County Constitutional Officer and a County Charter Officer, (hereinafter referred to as "Sheriff"). Cocoa and Sheriff are herein collectively referred to as the "Parties" and individually referred to as a "Party."

WITNESSETH

WHEREAS, Cocoa has, as two of its city departments, a police department (hereinafter referred to as the "CPD") and a fire department (hereinafter referred to as the "CFD"); and

WHEREAS, Section 4.2 at page 37 of *Florida's Department of Management Services, Florida Emergency Communications Number 911 State Plan, 2017* provides the following recommendations: "Although PSAP consolidation is currently a local decision made by each county, formation of PSAPs that serve multiple municipal emergency response agencies is encouraged by DMS. Consolidation, where the county chooses to combine and operate one or more public-safety agencies in a single E911 facility, reduces costs and increases operational efficiency. Consolidation should be considered to be appropriate and the most effective and efficient method of managing a county E911 system. Enhanced 911 system capabilities, which provide the caller's telephone number, location and jurisdictional response agencies based on location, have reduced the need for local municipal PSAPs. Community and county leaders should work together to consolidate PSAP facility and equipment resources, especially in situations where a PSAP, is having a high call volume, can answer 911 calls for a PSAP with a low call volume;" and

WHEREAS, Sheriff and Cocoa have determined that it is in the best interest of the citizens to consolidate their E911 operations within a Unified Communications Center ("UCC"), with the purpose of effectively coordinating and conducting public safety communications; and

WHEREAS, Sheriff currently has a unified dispatch center, the Unified Communications Center, to receive calls for law enforcement services, fire rescue emergencies and emergency medical service/hospital transport purposes and to provide 2-way radio communications using radio frequencies assigned by the Federal Communications Commission (hereinafter referred to as the "FCC"), as well as to provide teletype services using, among other things, Florida Department of Law Enforcement computer terminals which provide access to the National Crime Information Center (hereinafter referred to as "NCIC"), and the Florida Crime Information Center (hereinafter referred to as "FCIC"), all such services being collectively referred to herein as "law enforcement and fire dispatch services;" and

WHEREAS, Cocoa desires that Sheriff provide dispatch services to CPD and CFD for law enforcement, fire and rescue emergencies and emergency medical service/hospital transport purposes, in accordance with the provisions of this Agreement and applicable federal and Florida laws; and

WHEREAS, Sheriff is willing to provide dispatch/teletype services to CPD and CFD for law enforcement, fire and rescue emergencies and emergency medical service/hospital transport purposes, in accordance with the provisions of this Agreement and applicable federal and Florida laws, so long as CPD/CFD and its officers and members, all of whom are employees of Cocoa, strictly abide by all of the provisions of this Agreement and applicable federal and Florida laws.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, promises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals** The Parties acknowledge and agree that the recitals set forth above are true and correct and by this reference are hereby incorporated into this Agreement and made a part hereof.

2. **Authority for this Agreement** This is an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Intergovernmental Cooperation Act of 1969, as amended.

3. **Obligations of Sheriff**

a. During the term of this Agreement, which shall commence on July 1, 2026, and shall continue for a term of thirty-nine (39) months ending September 30, 2029, Sheriff shall provide Cocoa with law enforcement, fire and rescue emergencies and emergency medical service/hospital transport dispatch/teletype services, including all supervisory, administrative and support incidental thereto, including the following:

1) Receiving on behalf of CPD and CFD emergency and non-emergency requests for assistance via telephone and radio, within the industry standards for Public Safety Answering Point ("PSAP") operations;

2) Dispatching radio traffic;

3) Judicial Process dispatching wrecker service at the request of CPD/CFD;

4) Providing the reproduction via link or USB or other similar media of telephone and radio traffic that is otherwise recorded; and

5) Providing teletype functions within the standards described by the Florida Department of Law Enforcement as outlined in the FCIC/NCIC Training Manual including, but not limited to, entries, cancellations, hit confirmations, validations, criminal histories and administrative messages. Sheriff shall be the record holder and CPD shall be the record owner with respect to the FCIC/NCIC documentation, including all original and subsequent documentation. In providing services to CPD relative to the FCIC/NCIC functions, the following will apply as to procedures:

(a) FCIC/NCIC entries will be made with the approval from the CPD on-duty supervisor. An entry request will be called into the Judicial Process Unit by the CPD report writer. The information provided by CPD to Sheriff's

Judicial Process Unit, whether via telephone or in the original report, shall be used by the Judicial Process Unit to enter the record into FCIC/NCIC.

(b) The record owner shall provide original reports and supplemental reports to Sheriff's Judicial Process Unit. The record holder will store the original documents along with the entry/cancellation request form in a file cabinet located in Sheriff's Judicial Process Unit. The Judicial Process Technicians employed by Sheriff will provide hit confirmations/cancellations.

(c) When appropriate, CPD will request the cancellation of an FCIC/NCIC record. Once a cancellation requested by CPD has been completed, the Judicial Process Unit will notify CPD and provide a copy of the cancellation to CPD. The Judicial Process Unit shall retain the original report or the entry request form and the original cancellation request, which documents shall only be destroyed consistent with the public records retention schedule approved by the Florida Secretary of State in the General Records Schedules found at Rule 1B-24.003(1)(b), *Florida Administrative Code* and Florida Statutes Chapter 119.

(d) Validations will be completed on a monthly basis by the Judicial Process Unit with the assistance, if necessary, of CPD. CPD shall be responsible for any necessary victim, complainant, court or other appropriate contacts that need to be made to ensure the accuracy of the record. Sheriff's Judicial Process Unit shall enter the validation based on the findings provided by CPD. The Judicial Process Unit is responsible for all validation audits.

(e) FCIC/NCIC computerized criminal history inquiries made by the Uniform Patrol Division of CPD shall be performed with the approval from the on-duty supervisor of CPD. Sworn personnel assigned to the Investigations Division of CPD can request computerized criminal

histories as outlined in the FCIC/NCIC training manual.

(f) All calls that request the non-emergency services of CPD and CFD shall be dispatched through Sheriff's Unified Communications Center to the CPD patrol division, and CFD unless otherwise directed by CPD or CFD due to its unavailability.

6) Upon request by Cocoa, Sheriff shall provide copies of any existing performance reports, call data, quality assurance reports, response-time reports, outage reports, complaint records, or other dispatch-related performance information maintained by Sheriff and reasonably related to the Services provided under this Agreement, subject to any applicable public records exemptions, confidentiality requirements, CJIS/FCIC/NCIC restrictions, and other restrictions imposed by law.

b. Sheriff shall have the sole authority to promulgate rules and regulations for the operation of Sheriff's Unified Communications Center. Sheriff shall have complete oversight over all operations of the Unified Communications Center. CPD, CFD and Sheriff recognize that the complexities involved in multi-agency emergency dispatching requires continuous review and improvement of the structure, system and procedures. Sheriff shall keep Cocoa apprised of material changes to Sheriff's rules and regulations affecting Cocoa's specific dispatch protocols and responsibilities under this Agreement. On occasion, problems will occur. The on-duty supervisors employed by Sheriff and employed by CPD and/or CFD who experience any problems or concerns shall work to resolve such issues at their level at the time that a problem or concern arises. If, however, a resolution cannot be reached at the on-duty supervisor level, Sheriff's Unified Communications Center and/or Judicial Process and a CPD/CFD designated member of command staff shall meet in an attempt to rectify any problems or concerns. If a resolution is not reached to the satisfaction of all individuals involved, or to the satisfaction of the Parties, the issue shall then be brought

to the CPD Chief of Police, CFD Fire Chief and BCSO Undersheriff for resolution.

c. The CPD Chief of Police or designee, and/or CFD Fire Chief or designee and the Undersheriff or designee shall meet as necessary, for the purpose of reviewing dispatch protocols, thereby ensuring the adoption of the most professional and efficient procedures. Such review should include call taking, information routing during the dispatch process, command and control, and nearest available patrol and/or fire rescue operation protocols.

4. **Covenants of Cocoa** Cocoa represents, warrants, covenants and agrees that employees of Cocoa shall:

a. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of FCIC/NCIC, with regard to the use of dispatch services provided by Sheriff;

b. Abide by all the terms and conditions of the *FDLE Criminal Justice User Agreement* bilaterally executed between the Florida Department of Law Enforcement and Sheriff on April 17, 2023, a copy of which is attached to this Agreement as **Exhibit "A"** and by this reference incorporated herein;

c. Abide by all the terms and conditions of the *lnteragency Agreement for Criminal Justice Information Exchange, Services, and Support* bilaterally executed between Cocoa and Sheriff on March 1, 2022, a copy of which is attached to this Agreement as **Exhibit "B"** and by this reference incorporated herein;

d. Make use of the dispatch services only for bona fide law enforcement and fire and rescue and emergency medical services purposes; and

e. Retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for

entry into the FCIC/NCIC information systems, and to promptly notify Sheriff of any corrections, modifications, or cancellations necessary with regard to information or data entered at the request or direction of employees of Cocoa into the FCIC/NCIC information systems.

5. **Property & Equipment** Cocoa acknowledges and agrees that the equipment, licenses, and assets ("Assets") as listed in attached **Exhibit "C"** ("Transfer of Property and Rights and Information Technology Equipment") are currently in the possession of Cocoa and agrees to transfer any and all possessory and user rights in the Assets to Sheriff upon execution of this Agreement. No consideration is to be paid by Sheriff for the Assets. Cocoa agrees that Sheriff may use, trade, surplus, or destroy the Assets as it deems appropriate in furtherance of fulfilling its official capacity to include dispatch functions and services, in accordance with this Agreement, County, State, and Federal law.

6. **Information Technology Support** Sheriff shall provide information technology (IT) support for all dispatch-related equipment and software transferred under this Agreement, including CAD systems, consoles, and network connectivity essential for dispatch operations. IT support shall encompass routine maintenance, troubleshooting, security management, upgrades, user support, and vendor coordination as necessary.

   a. Each party shall promptly notify the other of any technical issues impacting dispatch service. For issues unique to Cocoa's operations, the City shall provide primary IT response, with collaborative support from Sheriff as needed for system integration.

   b. For systemwide technical or network issues affecting multiple Parties or core dispatch functions, Sheriff and Cocoa will respond in a timely, collaborative manner to restore and maintain service continuity.

   c. Sheriff shall retain sole authority to set and enforce technology standards, manage licensing, control access consistent with CJIS/NCIC requirements, and determine the configuration and

replacement of hardware or software necessary for dispatch operations.

d. Any costs for IT support, licensing, or upgrades not included in the standard service fee shall be subject to annual negotiation and agreement by the Parties.

e. The Parties shall assign designated IT liaisons to ensure prompt communication and issue escalation for dispatch technology. The Parties mutually agree to cooperate in all audits or security reviews as required by Sheriff, CPD/CFD or FDLE.

f. Sheriff shall control access to dispatch centers or systems (including for Criminal Justice Information Services (CJIS) compliance, vendor maintenance, or emergency response); oversight for all dispatch-related IT/cybersecurity, including the right to secure, upgrade, or replace assets/software.

g. Sheriff holds ownership of all transferred equipment and software licenses, with full rights to upgrade or replace.

7. **Financial Consideration** Cocoa agrees to fund Sheriff for providing services set forth in the Agreement as follows:

a. The consideration flat-fee amount payable by Cocoa to Sheriff for law enforcement, fire rescue emergencies and emergency medical service/hospital transport dispatch services provided to CPD and CFD for the current fiscal year 25/26 shall be **WAIVED** as consideration in lieu of the asset transfer outlined in **Exhibit "C"**, Paragraph 5 and Paragraph 7(b) of this Agreement.

b. Cocoa agrees to reimburse Sheriff for costs associated with the disassembly, transportation, installation to include, but not limited to, upgrades associated with the Assets as specifically described in **Exhibit "C"** and Paragraph 5 above relating to software version upgrades, technology, 9-1-1, radio network and

CAD integration, interoperability, enhancements such as integrated alerting and automation systems, paging and advanced backup radio features. The reimbursement will be a one-time lump sum fee of Seventy Thousand and 00/100 Dollars ($70,000.00), payable in two equal installments of Thirty-Five Thousand and 00/100 Dollars ($35,000.00) with the first installment due on or before the first day of August 2026, and the second due on or before the first day of September 2026.

c. The annualized consideration flat-fee amount payable by Cocoa to Sheriff for dispatch services provided to CPD and/or CFD for the fiscal year 26/27 shall be One Hundred Eighty Thousand and 00/100 Dollars ($180,000.00), which will be paid on or before the first day of November 2026.

d. The annualized consideration flat-fee amount payable by Cocoa to Sheriff for dispatch services provided to CPD and/or CFD for the fiscal year 27/28 shall be One Hundred Eighty Thousand and 00/100 Dollars ($180,000.00), which will be paid on or before the first day of November 2027.

e. The annualized consideration flat-fee amount payable by Cocoa to Sheriff for dispatch services provided to CPD and/or CFD for the fiscal year 28/29 shall be One Hundred Eighty-Nine Thousand and 00/100 Dollars ($189,000.00), which will be paid on or before the first day of November 2028.

f. Notwithstanding the foregoing, the annualized consideration flat-fee amount for law enforcement, fire rescue emergencies and emergency medical service/hospital transport dispatch services shall be reviewed, shall be negotiated and shall be agreed to in writing by the Parties on or before May 31, 2029, for the following three (3) fiscal years.

g. If this Agreement is terminated by either party prior to the end of the 12-month term, Sheriff shall reimburse Cocoa in a fractional amount of the full payment had this Agreement not

been terminated prior to the expiration date of this Agreement, the numerator of which shall be the total number of days remaining in the 12-month term of the Agreement and the denominator of which shall be 365.

8. **Independent Relationship** Cocoa and its employees, including all members of CPD and CFD, shall at all times during the term of this Agreement be considered independent of Sheriff and not as agents or employees of Sheriff. Furthermore, Sheriff is not providing any employee of Cocoa, including, but not limited to, all members of CPD and CFD, with any law enforcement authority by virtue of this Agreement.

9. **Indemnification**

a. In consideration for the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Cocoa agrees that, to the limited extent of negligence or misconduct attributable to Cocoa or its employees or agents (including employees assigned to CPD and CFD), it shall indemnify, defend and hold Sheriff, his agents and employees harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or as a result of the use of the dispatch services provided by Sheriff, including, but not limited to teletype services pertaining to FCIC/NCIC furnished by Sheriff. The foregoing shall not be construed as a waiver by Cocoa of the right to immunity or other limitations provided pursuant to the provisions of Section 768.28, Florida Statutes. The Parties acknowledge that specific consideration has been exchanged for this provision.

b. In consideration for the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Sheriff agrees that, to the limited extent of negligence or misconduct attributable to Sheriff or his employees or agents, it shall indemnify, defend and hold Cocoa, its agents and employees harmless from and against all claims, damages, losses and expenses, including attorney's fees,

arising out of or as a result of the dispatch services provided by Sheriff, including, but not limited to teletype services pertaining to FCIC/NCIC furnished by Sheriff. The foregoing shall not be construed as a waiver by Sheriff of the right to immunity or other limitations provided pursuant to the provisions of Section 768.28, Florida Statutes. The Parties acknowledge that specific consideration has been exchanged for this provision.

c. The Parties hereto do not intend to violate the provisions of Section 768.28(19), Florida Statutes, and agree that the provisions of Subparagraphs 9(a) and 9(b), above, will be unenforceable and ineffective should they be found to be in violation of Section 768.28(19), Florida Statutes, by a court of competent jurisdiction.

10. **Assignability** This Agreement may not be assigned by either party under any circumstance.

11. **Venue** Before filing any action or suit to interpret or enforce any provision of this Agreement, the Parties shall first attempt in good faith to resolve the dispute through mediation. If mediation is unsuccessful,the Parties agree that any action or suit brought to interpret or enforce any provision of this Agreement shall be brought exclusively in the appropriate state court having venue in Brevard County, Florida, and acknowledge that this provision was bargained for.

12. **Entire Agreement** This Agreement, and all exhibits attached hereto, constitute the entire Agreement between the Parties and supersede all prior offers, negotiations and agreements.

13. **Governing Law** This Agreement shall be governed and interpreted by, and enforced in accordance with, the laws of the State of Florida.

14. **Construction of Agreement** This Agreement has been drafted and prepared by Sheriff's attorney as a convenience, and the Parties have read and negotiated all of the language of this Agreement. The Parties acknowledge and agree that, because both Parties participated in the

negotiating and drafting of this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party by reason of that party's role in drafting this Agreement.

15. **Savings Clause** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

16. **No Waiver** The failure of any of the Parties at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at any later time to enforce or require the same unless waived in writing. No waiver by any party of any condition of breach shall be construed or deemed to be a waiver of any other condition or any other breach of any term, covenant or warranty contained in this Agreement.

17. **Term of this Agreement** This Agreement shall be effective the 1st day July, 2026, irrespective of when signed by the Parties, and will terminate on September 30, 2029; if not sooner terminated by either party as provided elsewhere in this Agreement. Upon the expiration of the initial term, and any renewal terms, this Agreement shall automatically renew, in accordance with paragraph 7(f), for another three-year term unless either party gives written notice at least one hundred eighty (180) days prior to the expiration of the then current term, to the other party of such non-renewing party's intent not to renew this Agreement or to request and negotiate amendments to this Agreement.

18. **Termination of this Agreement**

    a. Due to Breach: In the event that a party breaches this Agreement or is otherwise in default of any obligation, duty or tasks, the non-breaching party or non-defaulting party shall provide written notice of such breach or default to the breaching or defaulting party. The breaching or defaulting party shall cure such breach or default within thirty (30) days of receipt of written notice of such breach or default. If the

breaching or defaulting party fails to cure such breach or default within the thirty-day period, the non-breaching or non-defaulting party shall be authorized and empowered to serve written notice of the termination of this Agreement whereby the termination of this Agreement shall be effective thirty (30) days from the date of the notice of termination, without penalty or liability.

b. If at any time the Sheriff determines that anything Cocoa, which shall include a sworn or civilian employee, has breached the provisions of this Agreement which has the potential to place Sheriff in jeopardy of being able to maintain dispatch services, including access to the Florida Department of Law Enforcement computer terminals or Criminal Justice Information Services (CJIS), thus, access to FCIC/NCIC, the Sheriff shall immediately notify the City. If the City does not immediately rectify the situation to the satisfaction of Sheriff, Sheriff shall be authorized and empowered to terminate this Agreement immediately, with no waiting period and without penalty or liability.

c. Without Breach: Either party may terminate this Agreement for convenience, without penalty or liability, upon providing the other party with at least one hundred eighty (180) days advance written notice of the intent to terminate this Agreement.

19. **Notices** Any notices or communications required or permitted to be given pursuant to this Agreement for the purpose of administration of this Agreement and not for directing a particular law enforcement, fire rescue emergencies and emergency medical service/hospital transport dispatch shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service, and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

If to Sheriff:

Sheriff Wayne Ivey
Brevard County Sheriff's Office

700 Park Avenue
Titusville, Florida 32780

With a copy to:

Alan Diamond, Esq.
Chief Legal Counsel
Brevard County Sheriff's Office
340 Gus Hipp Blvd.
Rockledge, Florida 32955

If to Cocoa:

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

or such other address as shall have been furnished in writing to all of the Parties in a like manner. Refusal of the mailing by any party shall be deemed to be received in writing for purposes of this Agreement.

20. **Authorization** Cocoa represents and warrants that this Agreement has been authorized and approved by the appropriate lawful action of the City Council of the City of Cocoa, Florida, at a duly noticed City Council Meeting.

21. **Attorney's Fees and Costs** Should any action or suit be brought to interpret, enforce or seek damages relative to this Agreement, each party shall bear their own attorney's fees and costs, including all appellate proceedings.

22. **Filing of Copy of this Agreement** In accordance with the provisions of Section 163.01(11), Florida Statutes, an original of this fully executed Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

23. **Severability** To the extent any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this Agreement, and the validity and enforceability of the remainder of such provision and of this Agreement shall be unaffected, unless to do so would

clearly violate the present legal and valid intention of the Parties.

24. **Force Majeure** Neither party shall be responsible to the other for nonperformance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of the affected party.

25. **Non-Pledge of *Ad Valorem* Tax Revenues** This Agreement shall not be interpreted as pledging *ad valorem* tax revenues as security for this Agreement, for the payment of damages incurred pursuant to this Agreement, for any indemnification, or otherwise.

26. **Headings** The headings of Articles and Paragraphs contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

27. **Public Records; Confidentiality** The Parties acknowledge that many of their communications and documentation pertaining to this Agreement may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this Agreement, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems/features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

    If the City of Cocoa has questions regarding the application of Chapter 119 and 281, Florida Statutes, it is the City of Cocoa's duty to provide public records relating to this Agreement, the City shall contact Sheriff's Custodian of Records at 321-264-5214, records@bcso.us Brevard County Sheriff's Office, Attention: Records, 700 Park Avenue, Titusville, Florida 32780.

    If Sheriff has questions regarding the application of Chapter 119 and 281, Florida Statutes, to Sheriff's duty to provide public records relating to this Agreement, Sheriff shall contact the City of Cocoa

Custodian of Records at 321-433-8488, cityclerk@cocoafl.org Attention: City Clerk, 65 Stone Street, Cocoa, Florida 32922.

SPACE INTENTIONALLY LEFT BLANK

THE SIGNATURE PAGE IS THE NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement through their authorized representative on the date first hereinabove written.

Brevard County Sheriff's Office

_____ Dated: _____
Wayne Ivey, Sheriff
Brevard County, Florida

City of Cocoa, Florida

_____ _____
Monica Arsenault, City Clerk Stockton Whitten, City Manager

Dated: _____ Dated: _____

Approved as to Form:

_____ _____
Alan Diamond, Esq. Anthony Garganese
Chief Legal Counsel City Attorney
Brevard County Sheriff's Office Cocoa

Dated:_____ Dated: _____

EXHIBIT C

Property and Rights Transfer and Information Technology Equipment

Property to be transferred to Sheriff from Cocoa:

LID#	Serial	Description	Model	Site	ID#
05590461	998424839	Dispatch Console	Symphony	CPD	COCO-PD1
05590463	998424841	Dispatch Console	Symphony	CPD	COCO-PD3
05590465	998424799	Dispatch Console	Symphony	CPD	COCO-PD5
		MACH Alert Automation System			

CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Brevard County Sheriff's Office,

with headquarters at

700 South Park Ave. Titusville, Fl 32780,

with the primary ORI of: FL0050000, (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEx), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEx, NGI, NICS, NIBRS and Nlets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;

Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

SECTION I
FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1 Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.

2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.

3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.

4. Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.

5. Facilitate access, using CJNet, to other CJI Systems that the User may be authorized to access.

SECTION II
USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJI dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. Record Quality – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJI Systems.

2. Security – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include III use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.

3. Audit – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DEx Audits.

4. Training – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.

5. Integrity of CJI – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

SECTION III
ADDITIONAL SERVICES & REQUIREMENTS

1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, Requirements Document.

	Yes	No	User Initial	CSO Initial
N-DEx (via FDLE CJIS)	◉	○	WI	LS
Red Light Camera Program	○	◉	WI	LS
License Plate Reader Program	○	◉	WI	LS
Critical Infrastructure Program	○	◉	WI	LS
Registered Livescan Submitter	◉	○	WI	LS
FCIC VPF TVPP/BTAM	◉	○	WI	LS
Florida Arrest Affidavit Application	◉	○	WI	LS
Statewide Record Mgmt. System	○	◉	WI	LS
Cloud Computing Lead Agency Agreement with FDLE				
Microsoft Azure	○	◉	WI	LS
Microsoft Office 365	○	◉	WI	LS
Microsoft Dynamics	○	◉	WI	LS
Amazon Web Services GovCloud	○	◉	WI	LS

2. As lead agency for Microsoft and AWS cloud computing services, FDLE agrees to maintain a list of vendor employees who have been successfully vetted, completed the appropriate level of security awareness training, and signed the security addendum certification page thereby fulfilling the background check obligations for unescorted logical or physical access to unencrypted CJI.

   Users participating in cloud services shall execute appropriate agreements with third party vendors or directly with cloud providers which shall specify responsibility for meeting security requirements. Ultimately, the responsibility for compliance remains with the User.

3. The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

   Entity Name _____

   Noncriminal justice ORI _____ N/A X Initial WI

4. The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

   CJIS Agency Coordinator (CAC)

   Name Danella Kerstetter Email danella.kerstetter@bcso.us

   Phone 321-264-7745 Cell Phone 321-536--0515

SECTION IV
MISCELLANEOUS REQUIREMENTS

1. Legal and Policy Requirements - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.

2. Penalties and Liabilities - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed $11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.

3. Termination - Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.

4. Termination of Services - FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, policy, regulation or rule.

NOTICE MANDATED BY SECTION 943.0525, F.S:
Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. Modifications - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.

6. Accountability - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.

7. Acknowledgement of Duties and Responsibilities - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.

8. Term of Agreement - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

NAME OF THE USER AGENCY Brevard County Sheriff's Office

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL

BY Wayne Ivey **TITLE** Sheriff

Wayne Ivey (Apr 10, 2023 17:00 EDT)

(SIGNATURE)

DATE 04/10/2023

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Lucy Saunders **TITLE** FBI CJIS Systems Officer (CSO) for the State of Florida

(SIGNATURE)

DATE 4/17/2023

ID&T Review SM

Signature: Danella Kerstetter
Danella Kerstetter (Apr 10, 2023 16:40 EDT)

Email: danella.kerstetter@bcso.us

Signature:
Susie Murphy (Apr 17, 2023 07:07 EDT)

Email: susiemurphy@fdle.state.fl.us

Brevard County SO Criminal Justice User Agreement 04062023

Final Audit Report 2023-04-17

Created:	2023-04-06
By:	Susie Murphy (susiemurphy@fdle.state.fl.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_ZPMep3NLHc-S_drHH4WWcC3790pQWY2

"Brevard County SO Criminal Justice User Agreement 04062023 " History

Document created by Susie Murphy (susiemurphy@fdle.state.fl.us)
2023-04-06 - 7:03:11 PM GMT- IP address: 68.205.181.14

Document emailed to danella.kerstetter@bcso.us for signature
2023-04-06 - 7:03:21 PM GMT

Email viewed by danella.kerstetter@bcso.us
2023-04-07 - 6:07:51 PM GMT- IP address: 50.30.63.226

Signer danella.kerstetter@bcso.us entered name at signing as Danella Kerstetter
2023-04-10 - 8:40:25 PM GMT- IP address: 50.30.63.226

Document e-signed by Danella Kerstetter (danella.kerstetter@bcso.us)
Signature Date: 2023-04-10 - 8:40:27 PM GMT - Time Source: server- IP address: 50.30.63.226

Document emailed to wayne.ivey@bcso.us for signature
2023-04-10 - 8:40:28 PM GMT

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2023-04-10 - 8:57:06 PM GMT- IP address: 107.115.112.3

Signer wayne.ivey@bcso.us entered name at signing as Wayne Ivey
2023-04-10 - 9:00:38 PM GMT- IP address: 107.115.112.3

Document e-signed by Wayne Ivey (wayne.ivey@bcso.us)
Signature Date: 2023-04-10 - 9:00:40 PM GMT - Time Source: server- IP address: 107.115.112.3

Document emailed to Susie Murphy (susiemurphy@fdle.state.fl.us) for signature
2023-04-10 - 9:00:41 PM GMT

Document e-signed by Susie Murphy (susiemurphy@fdle.state.fl.us)
Signature Date: 2023-04-17 - 11:07:45 AM GMT - Time Source: server- IP address: 68.205.181.14

Document emailed to cjiscso@fdle.state.fl.us for signature
2023-04-17 - 11:07:46 AM GMT

Email viewed by cjiscso@fdle.state.fl.us
2023-04-17 - 1:27:15 PM GMT- IP address: 164.51.230.18

Document signing delegated to LucySaunders@fdle.state.fl.us by cjiscso@fdle.state.fl.us
2023-04-17 - 1:27:31 PM GMT- IP address: 164.51.230.18

Document emailed to LucySaunders@fdle.state.fl.us for signature
2023-04-17 - 1:27:32 PM GMT

Email viewed by LucySaunders@fdle.state.fl.us
2023-04-17 - 7:42:47 PM GMT- IP address: 164.51.230.20

Signer LucySaunders@fdle.state.fl.us entered name at signing as Lucy Saunders
2023-04-17 - 8:07:47 PM GMT- IP address: 164.51.230.20

Document e-signed by Lucy Saunders (LucySaunders@fdle.state.fl.us)
Signature Date: 2023-04-17 - 8:07:50 PM GMT - Time Source: server- IP address: 164.51.230.20

Agreement completed.
2023-04-17 - 8:07:50 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

Interagency Agreement
Cocoa Police Department
Agreement for Criminal Justice Information Exchange, Services, and Support

THIS AGREEMENT is made and entered by and between Wayne Ivey, Brevard County Sheriff's Office, hereinafter referred to as the "SHERIFF," a constitutional officer and a charter officer of the political subdivision of Brevard County, Florida, whose address is 700 S. Park Avenue, Titusville, FL 32780, and the Cocoa Police Department, hereinafter referred to as "PD," whose address is, 1226 W. King Street, Cocoa, FL, 32922.

WITNESSETH

WHEREAS, the SHERIFF and PD, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); **AND**

WHEREAS, in accordance with sections 163.01(2) and 163.01(14), Florida Statutes, the SHERIFF and PD are authorized to enter into an information exchange agreement for the provisions of data exchange and services; **AND**

WHEREAS, the SHERIFF presently has the benefit of access to the Florida Criminal Justice Network (CJNET), National Crime Information Center (NCIC), the Florida Crime Information Center (FCIC), and the Interstate Identification Index (III) all hereafter referred to as "CJI," via network connectivity to the FDLE; **AND**

WHEREAS, the SHERIFF has purchased Criminal Justice Information Systems through third-party vendors for ease of use while performing the administration of criminal justice; **AND**

WHEREAS, the SHERIFF has developed sophisticated law enforcement software which is presently utilized for the administration of criminal justice, and is supported and maintained by Sheriff's Office staff on a seven days per week, twenty-four hours per day basis; **AND**

WHEREAS, the SHERIFF retains management control of all information services, systems, and sources, including but not limited to sources of CJI and Personally Identifiable Information (PII); **AND**

WHEREAS, PD has determined that it is advantageous to enter into a contractual agreement with the SHERIFF for the provision of criminal justice computer software access and services, including continued access to FCIC and NCIC for the administration of criminal justice.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the parties agree as follows:

1. **Agreement Term**

The TERM of this agreement shall be from March 1, 2022 until such time as either party desires to end the Agreement in accordance with the termination provisions set forth in this agreement, the dates of signature of the parties notwithstanding. In the event of an Agency Head change at either party, a new agreement must be entered into.

2. **Purpose**

The purpose of this agreement is to establish terms and conditions under which the SHERIFF shall provide CJI access, services, and support to PD. That CJI may be provided from SHERIFF's computing resources or from CJI sources via the SHERIFF's network.

3. **Cooperation**

It is agreed that both parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate the terms of this agreement.

4. **Basic Services**

A. The SHERIFF agrees to:

a. Provide access to CJI systems, software, services, and resources available on the SHERIFF's network to PD, specifically access to data contained within the SHERIFF's Records Management System (RMS) through Caliber via CJNET. All CJI access shall be provided in accordance with current FBI CJIS Security Policy, FDLE Criminal Justice User Agreement, and CJIS System Requirements.

b. Provide network access and network security services (encrypted path) necessary to the CJI systems and resources to PD.

c. Provide necessary instruction and training to PD personnel on the CJI systems and resources.

d. Provide telephone support to the contact personnel of PD for the CJI systems and resources if needed.

e. Make reasonable efforts to ensure delivery of the provision of services set forth herein. Provided, however, that the SHERIFF makes no warranties, representations or guarantees with regards to specific performance levels, data accuracy, data completeness, system integration relative to the CJI software and resources being provided by the SHERIFF pursuant to this agreement. PD agrees that the SHERIFF shall not be held liable for any direct or indirect damages incurred by PD's use of the CJI systems and resources provided, hereunder, including but not limited to loss of data or loss of system use.

f. Perform an annual audit of all user accounts in accordance with SHERIFF's policy and the BCSO Interagency Account Enrollment Application.

g. Maintain and make available policies governing the collection, storage, handling, and dissemination of CJI and PII.

h. Provide PD access to audit logs for each system PD personnel access in order for PD to conduct weekly audit log reviews as required by the FBI CJIS Security Policy and the FDLE User Agreement.

i. Agrees that any changes to services provided by the SHERIFF's Agency shall be managed by the Criminal Justice Agency. This includes provision of services, changes to existing services, and new services. Evaluation of the risks to the Agency shall be undertaken based on the criticality of the data, system, and impact of the change.

B. PD agrees to:

a. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy, the FDLE Criminal Justice User Agreement, and CJIS System Requirements, and other rules and regulations of FCIC regarding the use of CJI computer systems, and ensure compliance with Florida Public Records laws concerning exempt and confidential data contained within CJI systems and resources provided by the SHERIFF.

b. Abide by all the terms and conditions of the FDLE Criminal Justice User Agreement executed between FDLE and each Criminal Justice Agency, as well as any amendments or superseding agreements thereto that are provided by the SHERIFF to PD.

c. Limit use of provided access to CJI systems and resources to authorized personnel within PD and only for the administration of criminal justice.

d. Acknowledge, by executing this Agreement, that all software maintained and/or created by the SHERIFF is subject to copyright protection and may not be sold or transferred to any other agency without the express written consent of the SHERIFF.

e. Provide adequate computer hardware compatible with the software, hardware and network equipment utilized by the SHERIFF.

f. Ensure that all authorized PD personnel attend training on all applicable software provided by the SHERIFF and utilized by PD.

g. Maintain all required software licenses required to access the SHERIFF's law enforcement software systems.

h. Adhere to SHERIFF's policies regarding use and dissemination of PII. A copy of said policy is provided separately.

i. Respond promptly all requirements of the BCSO annual user account audit in accordance with SHERIFF's policy and the BCSO Interagency Account Enrollment Application.

j. Adhere to SHERIFF's policies governing the collection, storage, handling, and dissemination of CJI and PII.

k. Adhere to all CJIS Security Policy requirements regarding audit, dissemination, hit confirmation, logging, quality assurance, pre-employment screening, security, timeliness, use of CJI systems, and validation.

l. Agree to monitoring and review of this and all agreements between BCSO and PD by the SHERIFF, FDLE, and FBI audit staff.

5. **Compensation and Payment**
   The SHERIFF agrees to provide services as set forth in this Agreement to PD at no cost.

6. **Indemnification**
   Pursuant to 768.28(18), Florida Statutes, and to the extent provided for by Florida law, neither the SHERIFF nor PD waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's actions, or to assume any liability for the other party's actions.

7. **Termination**
   Either party may terminate this agreement upon providing thirty (30) days written notice, except that the SHERIFF may terminate this agreement immediately and without notice upon finding that PD has willfully or recklessly violated the terms of this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

PD

Evander Gilbert — 4/22/22

Chief of Police — Date

Brevard County Sheriff's Office

Wayne Ivey — 4-26-2022

Sheriff — Date

EXHIBIT C

Property and Rights Transfer and Information Technology Equipment

Property to be transferred to Sheriff from Cocoa:

LID#	Serial	Description	Model	Site	ID#
05590461	998424839	Dispatch Console	Symphony	CPD	COCO-PD1
05590463	998424841	Dispatch Console	Symphony	CPD	COCO-PD3
05590465	998424799	Dispatch Console	Symphony	CPD	COCO-PD5
		MACH Alert Automation System			

RESOLUTION NO. 2026-XXXX

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 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, in a Regular meeting assembled on the 9TH day of June 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2026 - 074-A

Select Adjustment Type: Budget Amendment | Requesting Department #: PD-2101 | Date Prepared: 6/5/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 70,000	001-0000-389.99-50	BALANCE FORWARD / FUND BAL-APPROP. RESERVES	$ 4,822,219	$ 4,892,219	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 70,000 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 70,000	001-2101-521-34-00	LAW ENFORCEMENT / CONTRACT SERVICES	$ 300	$ 70,300	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 70,000 Total					

Reason/Justification for Adjustment:

Cost to transfer the capital equipment for the Communications division of police to the Brevard County Sheriffs office following their absorption of the dispatch function for the Cocoa police department.
Agenda# 2026-495

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:**

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.06.05 11:18:13 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.06.05 11:18:21 -04'00'
Finance Approval Signature

Rebecca Bowman — Digitally signed by Rebecca Bowman, DN: cn=Rebecca Bowman, ou=CH, Date: 2026.06.05 11:38:25 -04'00'
Finance Director's Signature

Department Director's Signature

Lora Howell — Digitally signed by Lora Howell, DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov, Date: 2026.06.05 11:35:20 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: | Entered By: | Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	May 29, 2026
Agenda Date:	June 9, 2026
File ID:	2026-453
Prepared By:	Susan Lambert, Police Administrative Technician
Through:	Evander Collier, Police Chief
Requested Action:	Approve A Resolution Amending the FY2026 Budget Accepting the Bureau of Justice Assistance FY25 Bulletproof Partnership Grant, BAF#26-071-A-PD, in the amount of $12,902. Transfer the Match portion to the Grant Account Number for a total amount of $25,804 Project number GR2602.

BACKGROUND:

Each year, the Police Department has applied to the Department of Justice for the Bulletproof Vest grant based on the Department's needs. The award may be granted for a fifty (50) percent match for each vest purchased. For the vest to qualify for the match, it must meet the National Institute of Justice guidelines. There are two years with which to spend the funds.

In FY2025, the Police Department's award was for approximately twenty-four (24) vests.

The vest replacement cycle is every five (5) years. The vest cost is currently $1,165 per vest, and we are requesting twenty-four vests, for a total amount of $27,960.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Partially, the match is budgeted in the Police Department's FY26 budget.
If not budgeted, is an amendment/transfer attached? Yes

Source/Use of Funds

Account Number	Amount
001-0000-331.20-35	$12,902 GR2602
001-2100-521.52-00	($12,902)
001-2100-521.52-00	($12,902)
001-2100-521.52-41	$12,902 GR2602
001-2100-521.52-41	$12,902 GR2602
001-1600-513.39-00	$12,902

PREVIOUS ACTION:
Council approved the Department to apply for the Bullet Proof vest grant on November 18, 2025, agenda item 2025-1020

RECOMMENDED MOTION:
Approve A Resolution Amending the FY2026 Budget Accepting the Bureau of Justice Assistance FY25 Bulletproof Partnership Grant, BAF#26-071-A-PD, in the amount of $12,902. Transfer the Match portion to the Grant Account Number for a total amount of $25,804 Project number GR2602.

RESOLUTION NO. 2026-044

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 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, in a Regular meeting assembled on the 9th day of June 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2026 - 071-A

Select Adjustment Type: Budget Amendment | Requesting Department #: PD-2100 | Date Prepared: 5/28/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 12,902	001-0000-331.20-35	PUBLIC SAFETY / BULLET PROOF VEST 2025		$ 12,902	GR2602
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 12,902 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 12,902)	001-2100-521.52-00	LAW ENFORCEMENT / OPERATING SUPPLIES		($ 12,902)	
($ 12,902)	001-2100-521.52-00	LAW ENFORCEMENT / OPERATING SUPPLIES		($ 12,902)	
$ 12,902	001-2100-521.52-41	OPERATING SUPPLIES / BULLET PROOF VEST 2025		$ 12,902	GR2602
$ 12,902	001-2100-521.52-41	OPERATING SUPPLIES / BULLET PROOF VEST 2025		$ 12,902	GR2602
$ 12,902	001-1600-513.39-00	FINANCE/ADMINISTRATIVE / CONTINGENCY		$ 12,902	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 12,902 Total					

Reason/Justification for Adjustment:

To accept the award for the FY 2025 Regular fund Bullet Proof Vest grant.
Agenda# 2026-453

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-044

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Susan Lambert — Digitally signed by Susan Lambert, DN: cn=Susan Lambert, ou=PD, email=slambert@cocoapolice.com, Date: 2026.05.29 09:18:23 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.06.02 14:37:10 -04'00'
Finance Approval Signature

Finance Director's Signature

Evanda Colbert IV 5/29/26 1:21:17 PM
Department Director's Signature

Lora Howell — Digitally signed by Lora Howell, DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov, Date: 2026.06.02 15:40:29 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	May 29, 2026
Agenda Date:	June 9, 2026
File ID:	2026-458
Prepared By:	Gregory Browder
Through:	Samantha Senger, Communications & Economic Development Director
Requested Action:	Request Council approval to apply for the Federal Emergency Management Agency (FEMA) - Staffing for Adequate Fire and Emergency Response (SAFER) Program to supplement payroll and benefit expenses for 12 new firefighters for a total request of $2,005,481.40.

BACKGROUND:

This reimbursable grant program provides financial assistance to help with the hiring of firefighters, recruitment and retention of volunteer firefighters, and help fire departments increase frontline firefighters. SAFER offers grants to support activities in three areas: 1) minimize the cost of overtime, 2) staffing for new station, 3) staffing for increased call volume (calls up 22%), 4) Increase the number of trained personnel assembled at the incident scene; 5) Attain 24-hour staffing to improve deployment capabilities; 6) Fulfill traditional missions of fire departments (respond to emergencies and provide adequate fire protection from fire and fire-related hazards).

The funding stipulations are: for hiring grants, recipients are required to match 25% of the costs in the first and second years of the grant and then 65% in the third year of the grant, and then 100% in future years.

$90,337 = Salary and benefits for one firefighter (cannot include equipment or physical expenses)

City cost over the period of performance:
Years 1-2: $90,337 x 25% = $22,584.25 x 2 years = $45,168.50
Year 3: $90,337 x 65% = $58,719.05
Year 4: $90,337
Total = $194,224.55 x 12 firefighters = $2,330,694.60

Request over the period of performance:
Years 1-2: $90,337 x 75% = $67,752.75 x 2 years = $135,505.50
Year 3: $90,337 x 35% = $31,617.95
Year 4: $0.00
Total = $167,123.45 x 12 firefighters = $2,005,481.40

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:
Budgeted? No
If not budgeted, is amendment / transfer attached? No

If awarded, staff will come back to Council for budget amendments.

PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Request Council approval to apply for the Federal Emergency Management Agency (FEMA) - Staffing for Adequate Fire and Emergency Response (SAFER) Program to supplement payroll and benefit expenses for 12 new firefighters for a total request of $2,005,481.40.

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form
Must Be Attached to all Grant Agenda Items

DEPARTMENT: Fire Department	**DIVISION:**
POINT OF CONTACT: Roderick Moore	**PROJECT MANAGER:** Jonathan Lamm
NAME OF GRANT: Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Program	
CFDA#/CFSA#	**FUNDING AGENCY:** FEMA
AMOUNT REQUESTED: $2,005,481.40	**GRANT DUE DATE:** June 22, 2026

PROJECT DESCRIPTION:
The grant program provides financial assistance to help with the hiring of firefighters, recruitment and retention of volunteer firefighters, and help fire departments increase frontline firefighters. SAFER offers grants to support activities in three areas: 1) minimize the cost of overtime, 2) staffing for new station, 3) staffing for increased call volume (calls up 22%), 4) Increase the number of trained personnel assembled at the incident scene; 5) Attain 24 hour staffing to improve deployment capabilities; 6) Fulfill traditional missions of fire departments (respond to emergencies and provide adequate fire protection from fire and fire related hazards).

MATCH REQUIRED: YES	**TARGET DATE TO COUNCIL:**
(IF YES, HOW MUCH:) 2,330,694.60	06/09/2026
REIMBURSEMENT GRANT: NO	**REIMBURSEMENT SCHEDULE:**

WHAT ARE THE REPORTING REOUIREMENTS:
The reporting requirements are: for hiring grants, recipients are required to match 25% of the costs in the first and second years of the grant and then 65% in the third year of the grant, and then 100% in the 4th year.

FUTURE REOUIREMENTS TO CONSIDER:
Period of Performance (Hiring Activity): 3 years
Period of Performance (R&R Activity): 1 – 4 years

Department Director

Gregory Browder
Digitally signed by Gregory Browder
DN: cn=Gregory Browder, ou=CH, email=gbrowder@cocoafl.gov
Date: 2026.05.29 16:38:48 -04'00'
Grants Administrator

Samantha Senger
Digitally signed by Samantha Senger
Date: 2026.06.02 11:35:55 -04'00'
Economic Development Director

Rebecca Bowman
Digitally signed by Rebecca Bowman
DN: cn=Rebecca Bowman, ou=CH
Date: 2026.06.03 13:13:46 -04'00'
Finance Director

Stockton Whitten
Digitally signed by Stockton Whitten
DN: cn=Stockton Whitten, ou=CH, email=swhitten@cocoafl.gov
Date: 2026.06.03 14:55:56 -04'00'
City Manager

CITY COUNCIL AGENDA ITEM

Memo Date:	May 29, 2026
Agenda Date:	June 9, 2026
File ID:	2026-454
Prepared By:	Susan Lambert, Police Administrative Technician
Through:	Evander Collier, Police Chief
Requested Action:	Council approval to apply for the FY26 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement - Support for Law Enforcement Agencies Program

BACKGROUND:

The Department of Justice Safer Outcomes Program provides De-Escalation and Crisis Response Training and Support for Law Enforcement agencies so that they can have safer outcomes with the community during police encounters with persons in crisis through training.

The grant is a two-year grant cycle, which is anticipated to be announced in early summer 2026. The estimated award is $350,000 during this funding period. The program has two objectives, which are to provide law enforcement agencies with resources to secure, deliver and assess de-escalation and crisis response training and to integrate that training into the mandated curriculum and training standards of state level training commissions.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? No

Once the funds are awarded, the Department will return to council to announce the award and to request to amend the budget to accept the award.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council approval to apply for the FY26 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement - Support for Law Enforcement Agencies Program

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form
Must Be Attached to all Grant Agenda Items

DEPARTMENT: Police	**DIVISION:** 2100
POINT OF CONTACT: Susan L. Lambert	**PROJECT MANAGER:** Anthony Marchica
NAME OF GRANT: FY26 Safer Outcomes: Enhancing De-Escalation & Crisis Response Trng fc	
CFDA#/CFSA# 16.710	**FUNDING AGENCY:** US Department of Justice
AMOUNT REQUESTED: $350,000	**GRANT DUE DATE:** June 2026

PROJECT DESCRIPTION:

The Safer Outcomes: Support for Law Enforcement Agencies program provides funding to law enforcement agencies to promote safe outcomes during police encounters with persons in crisis. The program will also: 1) expand access to quality training on de-escalation and crisis response strategies for law enforcement officers, 2) support personnel employed by law enforcement agencies and associated mental health professionals, 3) Provide law enforcement agencies with the resources to secure, deliver, and assess quality deescalation and crisis response training, and 4) Integrate de-escalation and crisis response training into the mandated curriculum and training standards of state level training commissions.

MATCH REQUIRED: NO	**TARGET DATE TO COUNCIL:**
(IF YES, HOW MUCH:) N/A	06/09/2026
REIMBURSEMENT GRANT: YES	**REIMBURSEMENT SCHEDULE:** upon request

WHAT ARE THE REPORTING REOUIREMENTS:

Training deliveries (agencies will be required to report on the number of individuals trained during each performance period); Training curriculum development; Reports generated as the result of data analysis or after-action review.

FUTURE REOUIREMENTS TO CONSIDER:

Period of Performance: 24 months

6/2/26 2:20:51 PM
Department Director

Gregory Browder
Digitally signed by Gregory Browder
DN: cn=Gregory Browder, ou=CH, email=gbrowder@cocoafl.gov
Date: 2026.06.02 16:46:53 -04'00'
Grants Administrator

Samantha Senger
Digitally signed by Samantha Senger
Date: 2026.06.02 17:03:23 -04'00'
Economic Development Director

Rebecca Bowman
Digitally signed by Rebecca Bowman
DN: cn=Rebecca Bowman, ou=CH
Date: 2026.06.03 13:10:47 -04'00'
Finance Director

Stockton Whitten
Digitally signed by Stockton Whitten
DN: cn=Stockton Whitten, ou=CH, email=swhitten@cocoafl.gov
Date: 2026.06.03 14:47:43 -04'00'
City Manager

CITY COUNCIL AGENDA ITEM

Memo Date:	June 4, 2026
Agenda Date:	June 9, 2026
File ID:	2026-491
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

- 1 Alternate member vacancy

Code Enforcement Board

- 2 Regular member vacancies

Housing Authority

- 2 Regular member vacancies

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