

City of Cocoa

*65 Stone Street
Cocoa, FL 32922*



Meeting Agenda

Wednesday, July 8, 2020

5:00 PM

Cocoa City Council Chambers

Cocoa Redevelopment Agency

I. CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA AND MINUTES:

[20-362](#) Approve the Agenda for the Regular Meeting of July 8, 2020, as written or with amendments.

Attachments: [Short Agenda 7-8-2020.doc](#)

[20-363](#) Approve the Minutes of the June 10, 2020 Regular Meeting as written or with amendments.

Attachments: [Cocoa CRA 06-10-20 \(FINAL\).pdf](#)

III. 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), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card.

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

IV. ACTION ITEMS:

[20-379](#) Agency approval of a design change of the paddle wheel boat located at the Gateway Entry Sign on 6 Forrest Avenue. Approve the cost associated with this design change in the amount of \$995.00.

Attachments: [Cocoa Steam Boat Red-Gold.jpg](#)
[Quote 6253 from Firehouse Graphics Signs LLC.pdf](#)

[20-372](#) Award a Façade Grant application in the amount of \$10,000 to M & R United, Inc. for the building located at 26 Forrest Avenue. Authorize the Interim City Manager to execute the Façade Grant Agreement.

Attachments: [Facade Grant Application - 26 Forrest Ave.pdf](#)
[26 Forrest Avenue - Checklist.pdf](#)
[2019 Revisions Commercial Facade Improvement Program Policy.pdf](#)
[M&R United, Inc. Facade Grant agreement.pdf](#)
[M&R United, Inc. Restrictive Covenant.pdf](#)

[20-364](#) Agency approval of a Budget Transfer (BAF#20-079) in the amount of \$8,000 from Contingency to Legal Expenses to cover legal fees for the remainder of Fiscal Year 2020. Approve Change Order #1 to Purchase Order #75366 for attorney fees.

Attachments: [BAF 20-079 -CS-LegalFees \(07-08-20\) Agenda 20-364.pdf](#)
[75366.pdf](#)
[CO#1 to PO 75366xlsx.pdf](#)
[Legal Expenses Analysis.xlsx](#)

[20-369](#) Approve a Budget Transfer (BAF # 20-081-T) in the amount of \$5,000 to purchase snow fall lights for the trees in Cocoa Village.

Attachments: [Clark Display Lights Quote.pdf](#)
[ECP_Clark_\\$5000_CS.pdf](#)
[FW_Snowfall lights.pdf](#)
[BAF 20-081-T -CS-Lights \(7-8-20\) Agenda 20-369.pdf](#)

[20-377](#) Approve a budget transfer (BAF#20-083-T) in the amount of \$1,130 and approve Change Order #1 to Purchase Order # 75436 for the Cocoa Village Post Office lease payments to cover the required payments for the remainder of Fiscal Year 2020.

Attachments: [75436.pdf](#)
[CO#1 to PO 75436.pdf](#)
[BAF 20-083-T -CS-Post Office Lease \(7-8-20\) CRA 20-377.pdf](#)

- [20-387](#) Approve a Professional Services Task Order for Architectural Design Standards for new development and redevelopment for the Cocoa CRA in the amount of \$59,465.

Attachments: [Agenda 19-104 Professional Services Agreement Agenda.pdf](#)
[AGREEMENT.pdf](#)
[Cocoa Village Design Standards Scope_062520.pdf](#)
[COI - Copy.pdf](#)
[TO-SME-2020-02 \\$59465 - CS.pdf](#)
[Track Sheets.pdf](#)

- [20-380](#) Agency direction on the Proposed Fiscal Year 2021 Budget for the Cocoa CRA and prioritize specific projects as listed in the Cocoa CRA Plan Update 2018.

Attachments: [Cocoa CRA projects.pdf](#)
[Cocoa CRA FY21 Proposed Budget.pdf](#)

V. ATTORNEY'S REPORT:

VI. UPDATES AND STAFF REPORTS:

- [20-381](#) Informational Item - Project Updates

- [20-382](#) Informational Item - Budget Updates

Attachments: [Cocoa CRA Financial Report May 2020.pdf](#)

VII. NEXT MEETING DATE:

The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be on Wednesday, August 12, 2020 at 5:00PM at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

VIII. ADJOURNMENT

NOTICE TO THE PUBLIC:

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. In-person attendance by the public will not be allowed at this meeting due to the COVID-19 Emergency and the closing of City Hall to the public. However, interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

(1) <https://tinyurl.com/s5e875r> or

(2) <https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody>

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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.

City Code Section 2-54 requires that an affirmative vote of a majority of a quorum present shall be necessary to enact an ordinance or adopt any resolution; except that two-thirds of the membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups 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 issue 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.

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

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.

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

This is a public meeting. All interested parties may attend. 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: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.



Legislation Details (With Text)

File #: 20-362 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 6/22/2020 **In control:** Cocoa Redevelopment Agency
On agenda: 7/8/2020 **Final action:**
Title: Approve the Agenda for the Regular Meeting of July 8, 2020, as written or with amendments.
Sponsors:
Indexes:
Code sections:
Attachments: [Short Agenda 7-8-2020.pdf](#)

Date	Ver.	Action By	Action	Result
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COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 22, 2020
Agenda Date: July 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the Agenda for the Regular Meeting of July 8, 2020, as written or with amendments.

BACKGROUND:

Agency members approve the agenda at the beginning of each meeting.

BUDGETARY IMPACT:

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Agenda for the Regular Meeting of July 8, 2020, as written or with amendments.



**COCOA REDEVELOPMENT AGENCY BOARD
MEETING AGENDA**

DATE: Wednesday, July 8, 2020
TIME: 5:00 p.m.

LOCATION: Cocoa City Hall
65 Stone Street

I. CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA AND MINUTES

AGENDA: Meeting of July 8, 2020

MINUTES: Regular Meeting of June 10, 2020 and Special Meeting of June 24, 2020

III. DELEGATIONS

IV. ACTION ITEMS

1. Agency direction on the most recent color design and quote for the paddlewheel boat at the Gateway Entry Feature sign.
2. Award a Façade Grant in the amount of \$10,000 to M&R United, Inc. for 26 Forrest Avenue.
3. Approve a Budget Transfer in the amount of \$8,000 and approve Change Order #1 for CRA Legal Fees.
4. Approve a Budget Transfer in the amount of \$5,000 for the purchase of snow fall lights for the trees in Cocoa Village.
5. Approve a Budget Transfer in the amount of \$1,180 and approve Change Order #1 for the Post Office Lease.
6. Approve a Professional Services Task Order for Architectural Design Standards for Cocoa Village.
7. Agency Direction on the Proposed Fiscal Year 2021 Budget for the Cocoa CRA and prioritize projects for completion.

V. ATTORNEY'S REPORT

VI. UPDATES AND STAFF REPORTS

VII. NEXT MEETING DATE

The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be on Wednesday, August 12, 2020 at 5:00 PM in the Council Chambers located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

VIII. ADJOURNMENT

NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend. The facility wherein this meeting will be held is accessible to the physically handicapped. Please be advised that more than one member of the City Council may attend.

Pursuant to Section 286.0105, *Florida Statutes*, the City hereby advises the public that: if a person decides to appeal any decision made by this board 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 insure 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 allowed by law. This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.



Legislation Details (With Text)

File #: 20-363 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 6/22/2020 **In control:** Cocoa Redevelopment Agency
On agenda: 7/8/2020 **Final action:**
Title: Approve the Minutes of the June 10, 2020 Regular Meeting as written or with amendments.
Sponsors:
Indexes:
Code sections:
Attachments: [Cocoa CRA 06-10-20 \(FINAL\).pdf](#)

Date	Ver.	Action By	Action	Result
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COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 22, 2020
Agenda Date: July 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the Minutes of the June 10, 2020 Regular Meeting as written or with amendments.

BACKGROUND:

Agency members approve the agenda at the beginning of each meeting.

BUDGETARY IMPACT:

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Minutes of the June 10, 2020 Regular Meeting as written or with amendments.

**MINUTES
CITY OF COCOA
COCOA CRA
REGULAR MEETING
June 10, 2020**

The Regular Meeting of the Cocoa Community Redevelopment Agency was held on June 10, 2020 at City Hall, 65 Stone Street, Cocoa, FL, as publically noted.

I. Call to Order

Chairperson Williams called the meeting to order at 4:01

ROLL CALL:

Jake Williams, Jr.	Chair Person
Don Boisvert	Agency Member
Alex Goins	Agency Member
Lorraine Koss	Agency Member
Janne Etz	Agency Member
Edward Lanni	Agency Member
Brenda Warner	Agency Member
Anthony Garganese	City Attorney
Landon Morley	Recording Secretary

PRESENT:

Jake Williams, Jr.	Chair Person
Alex Goins	Agency Vice Chair– 4:08PM
Don Boisvert	Agency Member
Lorraine Koss	Agency Member
Janne Etz	Agency Member
Edward Lanni	Agency Member
Brenda Warner	Agency Member – 4:48PM
Anthony Garganese	Agency Attorney – 4:04PM
Landon Morley	Recording Secretary

ABESENT:

None

STAFF PRESENT:

Matt Fuhrer, Assistant City Manager, **Nancy Bunt**, Community Services Director, **Charlene Neuterman**, Deputy Director of Community Development, **Dorothy Selig**, Planning and Zoning Manager, **Bryant Smith**, Public Works Director, **Rebecca Bowman**, Finance Director

Agency Member Ed Lanni provided the invocation and Agency Member Koss led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

II. Approval Of Agenda And Minutes:

AGENDA: Regular Meeting of June 10, 2020

- * **MOTION by Agency Member Boisvert; SECONDED by Agency Member Etz to approve the agenda for the June 10, 2020 Regular Meeting.**

AYES: WILLIAMS, GOINS, WARNER, BOISVERT, KOSS, ETZ, LANNI

MOTION PASSED UNANIMOUSLY (7-0)

City Attorney Garganese arrived at the meeting at 4:04pm.

MINUTES: Regular Meeting of March 11, 2020

- * **MOTION by Agency Member Koss; SECONDED by Agency Member Lanni to approve the minutes as amended for the March 11, 2020 Regular Meeting.**

AYES: WILLIAMS, GOINS, WARNER, BOISVERT, KOSS, ETZ, LANNI

MOTION PASSED UNANIMOUSLY (7-0)

III. Delegations

Alex Greenwood – 640 Brevard Ave. Mr. Greenwood praised the council for their actions regarding the 10-item list while emphasizing his hopes that the Civic Center will allow for group meetings. He also praised the progress of the dredging project between the bridges, the pressure washing in Cocoa Village, the street lighting and letting the public know Cocoa was open for business, along with the work done at Riverfront Park. Mr. Greenwood expressed his support for the comments about the Riverfront Park made at the last council meeting. The Commercial Property Group supports further action implementing a parking garage and stands firmly in the position of “Build it!” regarding the hotel.

IV. Action Items

1. Approve a Task Order to Infrastructure Solution Services for Cocoa Village on-street parking improvements in the amount of \$19,738.

Agency Member Goins arrived at the meeting at 4:08pm.

- **Charlene Neuterman** discussed the conceptualization of a plan for finalizing the on-street parking improvements project. The task order will include sidewalk, curb, and drainage improvements on the following roads: Forrest Ave, Oleander St, Stone St, Lemon St, Orange St, and John

Garren Ln. The task associated with the proposal is to do a field service and conceptual-design service which includes performing drone-based photography of the listed corridors and providing parking alternatives. The City will be provided with 1 to 3 alternatives for parallel parking on the roadways listed above. The layouts will consider the number of parking spaces gained, storm water modifications, and potential right-of-way acquisition impacts. The preferred alternative will be used to prepare a conceptual design on the on-street parking for Cocoa Village. The task order does not prepare the final design services or engineering so a second task order will be required to complete the final design, permitting, engineering, and construction document preparation for bid-process. It is anticipated the process will take between 90 to 120 days to complete. There is an unknown variable regarding how long it will take the City staff and the CRA to evaluate the parking alternatives.

- In 2017 staff requested a proposal to evaluate the feasibility of adding on-street parking within the existing right-of-way. Agency members approved the task order to evaluate those parking recommendations, some of which have transformed some of the roadways in the village. Additionally, the CRA approved an update to the 2007 parking study, ensuring the report included any changes since the 2008 recession and the 2014 economic rebound. That report concluded Cocoa Village had a deficit of 300 spaces. Presently, staff is requesting an approval of the task order in the amount of \$19,738.

*** MOTION by Agency Member Boisvert; SECONDED by Agency Member Lanni to approve the \$19,738 budget.**

AYES: WILLIAMS, GOINS, WARNER, BOISVERT, KOSS, ETZ, LANNI

MOTION PASSED UNANIMOUSLY (7-0)

2. CRA Board Consideration of (1) Approve the proposed Amended and Restated Redevelopment Project Agreement for Lodging Decisions, Inc. (LDI) for the development of the vacant property located at 603 Brevard Ave; **OR** (2) Reject the Amended and Restated Redevelopment Project Agreement and direct Agency Staff and Agency Attorney to terminate the existing Redevelopment Agreement due to Developer's default.
 - **Interim City Manager Matt Fuhrer** gave a presentation on the Cocoa CRA 603 Brevard Avenue Mixed-Use Hotel Development Project (Exhibit A), beginning with the background of the agreement and its adjustments from its conception until now. In that time, the City and developer attorneys were able to agree on a plan broken down into the three following phases:
 - Phase 1: Development agreement with City of Cocoa and Initial Approval of Conceptual Development Plan.

- This is required to obtain an 8-story high building. A conceptual development plan will be needed to determine the feasibility of the project and address concerns including the impact to the local area, the architecture matching the Cocoa Village aesthetic, economic and social benefits, the size of the project, sufficient parking and how the project may affect the parking plan outlined in the first action item. If the agreement is executed tonight, it will trigger the timeline of three months to finish the plan. In four months, the City Council will decide if they want to approve the plan.
- Phase 2: Hotel Brand adjustments and Financing; Approval of Revisions to Conceptual Development Plan
- The property and project design must be approved suitable. Each hotel brand has its own design and terms must be sufficiently outlined.
- **Agency Member Lanni** expressed concern over lengthy timelines, suggesting the agency not wait 60 days to tell developers whether they may or may not build a hotel and instead adopt a sit-down approach in which the developer and the City come to a quick agreement on what may be done. **Agency Member Koss** emphasized the reason for the delay has been the need to make sure the building won't collapse the first night of check-in. The City will be giving the developer a \$2 million piece of property. **Mr. Fuhrer** responded saying this is a complex property, the City is not completely at square one, and staff have been able to collect items to show the agency tonight.
- **Mr. Fuhrer** resumed his presentation, moving onto Phase 3: Future Permitting
- After 3 months, applications, information, and engineering plans for final approval all need to be submitted. After 5 months they must obtain final site plan approval and off-site parking improvements approval. In that period, the agency has the right to declare the developer in default and the developer may request the agency convey the property. At 8 months from the commencement date the developer must substantially commence construction of utility and off-site parking. At 12 months they must commence vertical construction. Finally, within 24 months they are obtain final certificate of occupancy. June 10, 2023 would be that date as set out in the amended agreement, so long as those steps are met along the way.
- **Agency Member Koss** inquired as to why the City does not know the hotel brand until phase 2. **Mr. Fuhrer** conveyed there are possible discrepancies between hotel franchise requirements and City requirements. Solidifying the hotel brand in phase 2 is best because all parties involved understand what they are agreeing to.

- **Public Works Director Bryant Smith** highlighted some of the complications a hotel would bring to the local traffic. The traffic impact analysis shows that John Garren will be turned into a one-way road which would not work because it is used as a two-way. The expectation would be to see improved parallel parking, sidewalks, and parking, however, there is no shown improvement. The plan would direct public traffic onto a private roadway, which would need to be addressed by the DA. The storm pipe and canopy off Factory St. would have to be relocated or removed because there cannot be a vertical structure over a utility.
- **Mr. Fuhrer** added that this is the first time they have seen the concept of this roadway. **Public Works Director Bryant Smith** continued, stating two southbound roads right next to each other does not make sense. The storm-water plan needs to be worked on more.
- **Mayor Williams** asked if John Garren would only be going south. **Mr. Smith** replied that he believed they are intending to leave John Garren as is, however the report says otherwise, noting a discrepancy between the report and the civil plans that will need to be addressed. **Agency Member Koss** inquired as to what would happen with the FPL poles. **Mr. Smith** replied that they were currently in discussion with FPL and may only need to remove one pole. The plan is to go underground, eliminate the middle pole, and establish a pole adjacent to corners.
- **Mayor Williams** pointed out that the concept of vertically developing 86 feet is significantly higher than the original concept of 68 feet. **Planning and Zoning Manager Dorothy Selig** explained that the zoning district allows 65 feet, however, the change made to the overlay district allows for 8 floors. If utilizing the maximum height of the floors allowed, it's 104 feet; though the more critical factor is the 8 floors.
- **Mr. Smith** confirmed at the behest of **Agency Member Koss** that there would be additional storm-water protection.

Brenda Warner arrived at 4:48pm

- **Ms. Selig** highlighted numerous necessary design changes including unclear impact on parking spaces, difficulty with FAR evaluation, and ineffective scaling. The only way to reach the dumpster is to walk through John Garren, which is problematic but minor. There is no handicap access from the ground floor garage to the building. The elevators cannot be accessed from the garage, meaning the hotel has to be open 24/7 for the public to have access to the upper floors of the garage. There is a conflict interest with the hotel wanting to provide security for their guests and the need to maintain public parking accessibility. Parking spaces are listed as having a width of 9 feet and depth of 18 feet, neither of which meet code. Spaces will be lost to widen the spaces needed, which undermines the parking calculations. **Agency Member Koss** questioned if the parking space sizes were standard compared to other municipalities. **Ms. Selig** replied that they were standard and able to accommodate most vehicles,

then continued, stating that she recommends the handicap spaces across from the elevators be moved to an area adjacent to the elevators. Additionally, there is a 9th floor which could be a potential violation. **Mr. Fuhrer** suggested there could be an open-air deck similar to Ryan's Pizza which would not be counted as a floor. **Agency Member Goins** requested clarification, confirming that this would be an open floor. **Ms. Selig** confirmed, stating the area appears to be open-air with some sections covered by a pergola. **Agency Member Warner** for clarity asked "Only a small area is enclosed?" to which **Ms. Selig** confirmed "Right." **Agency Member Etz** expressed concern about having four levels of parking and two levels of rooms.

- **Mr. Fuhrer** invited the developer to speak to some of the comments in front of the agency.
- **Jack Brown** President and CEO of Lodging Decision Inc. read from a prepared speech, asking the council to vote yes on the revised conditions and pointing out that both the City and the lenders/franchisers have procedural duties. Discussions have commenced with Hilton to develop a Hilton Tapestry franchise similar to the one in Melbourne. "You've got to strike while the iron is hot." **Mr. Brown** concluded by inviting his collaborators to speak.
- **Richard Kern** with Honeycutt Associates in Titusville opened by confirming that the old traffic study analyzed John Garren as being one-way, but he proposed leaving it as is. He stated parking and sidewalk improvements will be done and the plan is to incorporate Factory Street. 9 feet wide and 18 feet deep parking spaces do not meet Cocoa code, so the parking space plan will be edited.
- **Susan Hall** President of Susan Hall Landscape Architecture emphasized the company interest in the hotel project and specifically in rain-harvesting on the hotel roof through use of irrigation tanks.
- **Ron Johnson** and **David Lemon** with City Capital discussed a financing partnership with Pace Equity Group. Their interest rate can vary, but come 2022 the interest rate is predicted to be around 4 or 5 percent. Pace's willingness to finance is dependent on how clean the project is. They typically finance 15% but will sometimes go up to 20% for a greener project.
- **Adelson Ramos** President of Architectural Design Glass Associates emphasized his familiarity with hotel brand requirements and his excitement for taking on the challenges this project presents. Discussion ensued regarding the depiction of parking plans.

- **Richard Fernandez** with Atlantic Coast Development pushed for making a decision on the deal, exclaiming “In the spirit of what Mr. Lanni said, there is a threshold to business and it appears to us it is getting exceedingly tiresome to do this deal.”
- The agency members echoed the idea that a decision needed to happen. **Agency Member Lanni** thanked everyone involved in his 95th birthday. **Agency Member Koss** and **Agency Member Warner** expressed that they will be voting against the hotel deal. **Agency Member Etz** expressed that she would be done with this project if it were not to be approved at this step.

* **MOTION by Agency Member Warner; SECONDED by Agency Member Koss to terminate the existing redevelopment agreement.**

AYES: WARNER, KOSS

OPPOSED: WILLIAMS, GOINS, BOISVERT, ETZ, LANNI

MOTION FAILED (2-5)

* **MOTION by Agency Member Goins; SECONDED by Agency Member Boisvert to accept the existing redevelopment agreement**

AYES: WILLIAMS, GOINS, BOISVERT, ETZ, LANNI

OPPOSED: WARNER, KOSS

MOTION PASSED (5-2)

V. **Attorney’s Report**

None

VI. **Updates and Staff Reports**

- i. Informational Item- Project Updates
- ii. Informational Item- Budget Report
- iii. Informational Item – Gateway Entry Feature (12-8-18 transcript/budget report)
 1. **Agency Member Warner and Agency Member Koss** both expressed their opinions about the color of the boat at the Gateway Entry Feature. **Mrs. Koss** expressed that there could be gold/bronze around the windows, a color similar to the sign lettering. **Mrs. Neuterman** stated she would bring a color scheme back at the next meeting with a cost associated with the changes.

VII. Next Meeting Date

The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be on Wednesday July 8, 2020 at 5pm at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida, unless a business need arises earlier.

VIII. Adjournment

MOTION made by Agency Member Warner; SECONDED by Agency Member Goins to adjourn the regular meeting of June 10, 2020.

**AYES: WILLIAMS, GOINS, BOISVERT, WARNER, KOSS, ETZ, LANNI
MOTION CARRIED UNANIMOUSLY (7-0)**

MEETING WAS ADJOURNED at 6:02pm

Jake Williams, Jr., Chairperson

Respectfully Submitted by:

Landon Morley, Recording Secretary



Legislation Details (With Text)

File #:	20-379	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	6/24/2020	In control:		Cocoa Redevelopment Agency	
On agenda:	7/8/2020	Final action:			
Title:	Agency approval of a design change of the paddle wheel boat located at the Gateway Entry Sign on 6 Forrest Avenue. Approve the cost associated with this design change in the amount of \$995.00.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Steam Boat Red-Gold.jpg Quote_6253_from_Firehouse_Graphics_Signs_LLC.pdf				

Date	Ver.	Action By	Action	Result
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COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 24, 2020
Agenda Date: July 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Agency approval of a design change of the paddle wheel boat located at the Gateway Entry Sign on 6 Forrest Avenue. Approve the cost associated with this design change in the amount of \$995.00.

BACKGROUND:

After the completion of the Gateway Entry Feature and the paddle wheel boat, it was determined that additional colors were necessary for certain features on the boat. After several discussions on color, this final design is being presented for approval. Should this design change be approved with no additional requirements, staff is requesting approval of the quote for completing the color changes in the amount of \$995.00.

BUDGETARY IMPACT:

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

Amount Requested \$995
Account Number 110-3230-559-63-00
Account Name Infrastructure
Project Number CP1502

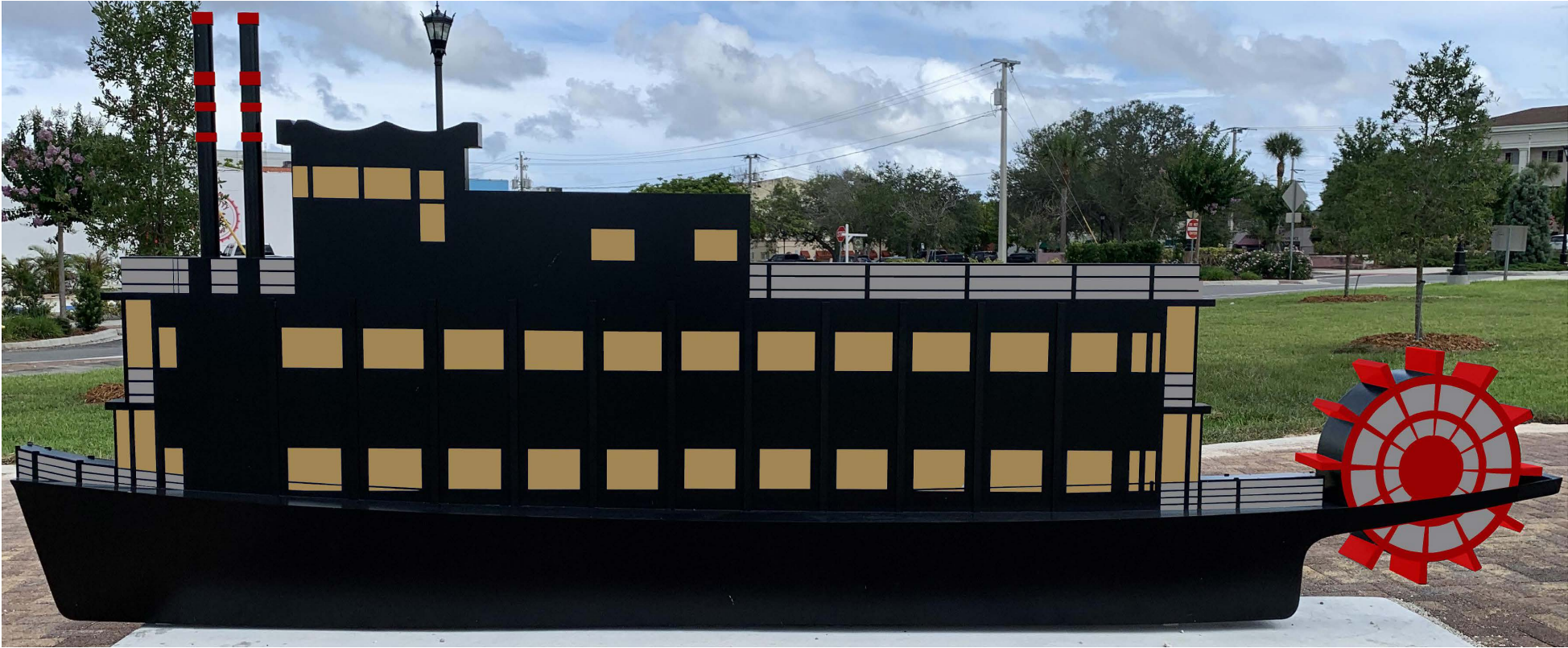
Source of Funds: CRA Funds

PREVIOUS ACTION:

At the June 10, 2020 and June 24, 2020 Cocoa CRA meetings, Agency members requested color be added to certain features on the boat.

RECOMMENDED MOTION:

Agency approval of a design change of the paddle wheel boat located at the Gateway Entry Sign on 6 Forrest Avenue. Approve the cost associated with this design change in the amount of \$995.00.





Firehouse Graphics & Signs, LLC
285 N Courtenay Pkwy
Merritt Island, FL 32953 US
(321) 454-9600

Quote # 6253

ADDRESS Frank Mirabito City of Cocoa Public Works	DATE 06/23/2020	TOTAL \$995.00	

DISCRIPTION	QTY	RATE	AMOUNT
GRAPHICS TO BE APPLIED ONTO EXISTING STEAMBOAT MONUMENT:			1,500.00
3M Gold Metallic Vinyl Solid Fill on "Windows" - 41 Per Side	1	0.00	0.00
3M Gray Metallic Vinyl Solid Fill on remaining white sections - 97 Per Side	1	0.00	0.00T
3M Gloss Red Vinyl on: - 2 "Smoke Stacks" (4 stripes each) - Paddle Wheel including round circle (2 sides) - Paddle Blade Wrap (11)	1	0.00	0.00
Clean / Prep / Installation of Above Graphics On-Site @ Cocoa Village Location with exception of the paddle wheel and blades which will be dismantled and installed at our location	1	0.00	0.00
** DISCOUNT **	1	-505.00	-505.00

PRICE MATCH GUARANTEE! We won't be beat on price. Show us a current quote from a local competitor, with an identical product and material used at a lower price, and we will match it!	SUBTOTAL	995.00
	TAX (7%)	0.00
Estimate Only, pricing subject to change within +/- 10%	TOTAL	\$995.00

PAYMENT POLICY:

To ensure we maintain the high standards in quality and turnaround time that we're known for, all custom orders under \$500 must be paid in full before any work will be started. Any orders above \$500.00 will require a 75% down payment OR a minimum of \$500.00, whichever is greater.

This policy applies to all clients unless prior arrangements have been made with mgmt. eg. net term accounts.

THANK YOU.

Thank you for your business.

Sincerely,
Firehouse Graphics & Signs, LLC

Accepted By

Accepted Date



Legislation Details (With Text)

File #: 20-372 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 6/23/2020 **In control:** Cocoa Redevelopment Agency
On agenda: 7/8/2020 **Final action:**
Title: Award a Façade Grant application in the amount of \$10,000 to M & R United, Inc. for the building located at 26 Forrest Avenue. Authorize the Interim City Manager to execute the Façade Grant Agreement.

Sponsors:

Indexes:

Code sections:

Attachments: [Facade Grant Application - 26 Forrest Ave.pdf](#)
[26 Forrest Avenue - Checklist.pdf](#)
[2019 Revisions Commercial Facade Improvement Program Policy.pdf](#)
[M&R United, Inc. Facade Grant agreement.pdf](#)
[M&R United, Inc. Restrictive Covenant.pdf](#)

Date	Ver.	Action By	Action	Result
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COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 23, 2020
Agenda Date: July 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director

Requested Action:
Award a Façade Grant application in the amount of \$10,000 to M & R United, Inc. for the building located at 26 Forrest Avenue. Authorize the Interim City Manager to execute the Façade Grant Agreement.

BACKGROUND:

M & R United, Inc. submitted a Commercial Façade Improvement Program Grant Application on March 10, 2020 for approval. The property address is 26 Forrest Avenue and the building is currently vacant. M & R United, Inc. desires to make the following improvements to his building:

- Repair of the main entrance (exterior fascia and soffit repairs)
- Removal of deteriorated exterior alterations (fence/gate barricades)
- Stucco restoration of entire exterior
- Replacement of rotten exterior woodwork
- Replace exterior lighting with new fixtures/bulbs to increase security lighting around the building
- Entranceway modifications that improve appearance and access to the building

- Prep and paint the entire exterior of the building

Per the application, the owner is proposing the total amount of the façade project will be \$20,368.50. The applicant is planning to utilize the space as a storefront/restaurant, which is currently allowed per the City's zoning. The applicant submitted all required documentation. The amount of grant funds requested is \$10,000. This space has been vacant for several years since Kronik Underground vacated the building in 2018. As this is on the corner of King, Willard and Forrest, the overall image of the intersection will improve dramatically with the renovation of this property/building.

Pursuant to Article III of the Commercial Façade Improvement Program Policy, "façade rehabilitation, stucco restoration, replacement/reconstruction of architectural features, awnings and lighting" which is visible from the right of way, are intended to preserve and protect the structure and aesthetic integrity of the existing commercial building, are an eligible expense. Therefore, the proposed improvement project is eligible for façade grant funding.

In accordance with Article II of the Commercial Façade Improvement Program Policy, the amount of any grant shall be determined at the Board's sole discretion based on the following factors:

1. The estimated value of the proposed private investment;
2. The extent that the private investment incorporates more primary improvements versus ancillary improvements such as building cleaning and painting;
3. The historical and cultural significance of the property;
4. The potential economic and fiscal impact of the proposed project on the City of Cocoa; and
5. Whether the applicant is a for-profit or non-profit entity.

In Fiscal Year 2020, \$50,000 was budgeted for Commercial Façade Grants. Currently, only \$10,000 has been awarded in this Fiscal Year. Staff requests approval of a Façade Grant award to M & R United, Inc. in the amount of \$10,000 for the renovation of 26 Forrest Avenue and authorize the Interim City Manager to execute the agreement.

BUDGETARY IMPACT:

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

Amount Requested	<u>\$10,000</u>
Account Number	<u>110-3230-559-83-00</u>
Account Name	<u>Grants and Aids</u>

Source of Funds: Cocoa CRA

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Award a Façade Grant application in the amount of \$10,000 to M & R United, Inc. for the building located at 26 Forrest Avenue. Authorize the Interim City Manager to execute the Façade Grant Agreement.

Received 3/10/2020



COMMERCIAL FAÇADE IMPROVEMENT PROGRAM GRANT APPLICATION

The Cocoa Community Redevelopment Agency (Cocoa CRA) sponsors a Commercial Façade Improvement Program (CFIP) to assist in the improvement of real property located in the Cocoa CRA Area. Matching grants of up to \$10,000.00 are available per commercial parcel/project to qualified applicants whose property is located in that portion of the Cocoa Redevelopment Area eligible for grant funding (**property on Brevard Ave., Delannoy Ave., and Harrison St. are ineligible**). **Applications must be submitted two weeks in advance of each CRA meeting.** The Cocoa CRA meets on the first Tuesday of each month.

Property Owner/Applicant Name: M & R United, Inc.

Phone Number: (321) 631-0245

Mailing Address: 402 High Point Drive Ste. 101, Cocoa, FL 32926

Property Address: 26 Forrest Ave., Cocoa, FL 32922

Business Name: M & R United, Inc.

Description of Planned Improvements:

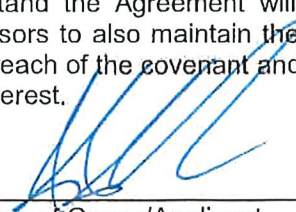
Repair main entrance (exterior fascia and soffit), remove chain-link fence/gate barricades, stucco restoration, repair rotten wood work on bldg. exterior, replace/repair eaves, replace/repair exterior lighting, replace exterior landscape with mulch, prep and paint bldg. to include caulking and removal of paint flaking.

Total Project Cost: \$20,368.50

Grant Funds Requested: \$10,000.00

Applicant/Owner Certification

I hereby submit this application and application requirements. I have read the CFIP grant requirements. I understand that the project must be completed within one year from date written approval is received, unless otherwise approved or extended. I understand that grant funds will be provided on a reimbursement basis once all work is complete. I agree to leave the completed project in its approved design and colors for a period of five years from the date of completion. I understand the Agreement will contain a covenant running with the land that binds future successors to also maintain the improvements and failure to maintain the improvements shall be a breach of the covenant and will result in having to pay back the entire amount of the grant, plus interest.


Signature of Owner/Applicant

03/06/2020
Date

City of Cocoa
LOCAL BUSINESS TAX RECEIPT

65 Stone Street
Cocoa, Florida 32922
(321) 433 - 8501
Receipt Number 17-00005209
10/16-09/17

KRONIC UNDERGROUND LLC
26 FORREST AVE
COCOA FL 32922

BASE FEE	ADDITIONAL CHARGE	LATE PENALTY	TOTAL PAID
74.00	0.00	11.10	85.10

NAICS Code: 453
Classification: Miscellaneous Store Retailers
Local Business Tax Receipt Number: 17-00005209
Date Issued: March 03, 2020
Expiration Date: September 30, 2017



Location Address:
26 FORREST AVE
COCOA FL 32922

A penalty will be imposed on any persons failing to post this receipt conspicuously in the place of business or for not renewing by September 30th. This receipt is transferable only under conditions stated in Chapter 12, Cocoa City Code.

This Local Business Tax Receipt does not constitute an endorsement approval or disapproval of the holder's skill or competence or for the compliance or non-compliance of the holder with other laws, regulations or standards.

Please Note: If payment was made by check or credit card and returned to the City of Cocoa for "non-sufficient funds" or payment is refused by your credit card company then your Local Business Tax Receipt is not valid.

Customer Service Feedback Survey: Please take a moment to complete a brief customer service survey regarding your experience with the City of Cocoa Community Development Department.

The online Customer Service Feedback Survey can be found at:

www.cocoafl.org/communityservicescustomersurvey

For any questions concerning this Local Business Tax Receipt, please contact a Permit/License Technician at (321) 433-8501 or 8502.

PREPARED BY AND RETURN TO:

JOHN L. SOILEAU, ESQ.
Watson, Soileau, Delco
& Burgett P.A.
3490 North US Highway 1
Cocoa, Florida 32926
(321) 631-1550
Our File No: 16-2289
REC: \$10.00
DOC:

WARRANTY DEED

GRANTOR: Portside Management Services, Inc., a Florida corporation

GRANTEE: M & R United, Inc., a Florida corporation

GRANTEE'S MAILING ADDRESS: 402 A High Point Dr
Cocoa, FL 32926

DATE: October 20, 2016

LEGAL DESCRIPTION OF PROPERTY LOCATED IN FLORIDA:

Lot 3, except road right of way, R. A. Hardee's Plat of Indian River City, according to the plat thereof, as recorded in Plat Book 1, Page(s) 28, of the Public Records of Brevard County, Florida.

Together with the thirty (30) foot wide abandoned right of way as described in Abandonment of Right of Way recorded in Official Records Book 3113, Page 4452.

The Grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt of which is acknowledged, has granted, bargained and sold to the Grantee, and the Grantee's heirs and assigns forever the land described above. The Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record and taxes for the year 2016 which are not yet due and payable.

Execution of deed witnessed by:

GRANTOR:

Portside Management Services, Inc., a Florida corporation

Witness Name: ROBERT EVERS

By: Scott C McKenney
Scott C McKenney, President

Witness Name: PAUL KURT

Address: 8317 WEEPING SPRINGS AVE
LAS VEGAS, NV 89131

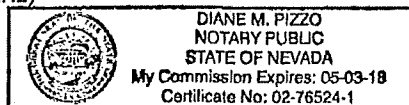
STATE OF Nevada
COUNTY OF Clark

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 19 day of Oct, 2016, by Scott C McKenney, President of Portside Management Services, Inc., a Florida corporation, who is personally known to me or who has produced NVDL as identification and who did not take an oath.

Notary Public: Diane M Pizzo
State of Nevada at Large (SEAL)
My Commission Expires: 05-03-2018

Appraiser's ID #: 24-36-33-35-3





SunTrust Bank, now Truist
1737 North Clyde Morris
Suite 120
Daytona Beach, FL 32117
Tel 386.258.2379
daphne.downer@suntrust.com

March 9, 2020

To Whom it May Concern:

This letter is confirmation that M & R United, Inc currently has on deposit at SunTrust, now Truist available funds totaling over \$25,000

Sincerely,

Daphne L. Downer
Commercial Client Specialist



Advanced Lawn & Landscaping Inc.

1860 Canova St SE

Palm Bay, FL 32909 US

321-288-0404

cody.advancedlawn@gmail.com

**ADDRESS**

Southeast Petro Store # 408

26 forrest ave

Cocoa, fl 32922

Estimate 1208**DATE 03/02/2020****EXPIRATION DATE 03/31/2020**

DESCRIPTION:	PRODUCT:	QTY	RATE	AMOUNT
General Repair of Facade Rehabilitation- repair main entrance appearance of building(exterior fascia and soffit repairs	Handyman Services	1	600.00	600.00
Removal of deteriorated exterior alterations (ie: chain-link fence/ gate barricades from prior tenant	Handyman Services	1	750.00	750.00
Stucco Restoration- stucco repair all cracks and missing concrete areas, holes, and any other issues with structure for a clean new appearance	Handyman Services	1	500.00	500.00
replacement or reconstructive woodwork- repair rotten wood around building exterior	Handyman Services	1	500.00	500.00
Replacement, repair, or restoration of cornices , eaves, parapets, or other architectural features- repair decorative corbels- (material cost from elite plaster)	Handyman Services	1	1,238.50	1,238.50
New Doors/ Windows if needed- doors and windows can be repaired, no need to waste money at this time,	Handyman Services	0	0.00	0.00
Restoration of historically appropriate doors, windows, or building features- not needed at this time	Handyman Services	0	0.00	0.00
Signs, awnings, canopies (if needed) - Not needed at this time (already removed signage)	Handyman Services	0	0.00	0.00
Exterior lighting - replace bulbs and fixtures needed for exterior lighting- this would help deter the homeless and trespassers- (once tested may need more bulbs)	Handyman Services	1	540.00	540.00
Entrance way modifications that improve appearance or access to the commercial building. (if needed) yes- we need to clean up exterior landscape with red mulch for a tidy appearance	Handyman Services	1	425.00	425.00

*Deposit of 50% due at time of signing, NO Job will commence unless deposit has been made by customer to Advanced Lawn and Landscaping Inc. Thank you!

A late fee of 5% will be added after 30 days.

DESCRIPTION:	PRODUCT:	QTY	RATE	AMOUNT
Prep building, remove flaking paint, caulk cracks, paint entire building one color, bright white. Sherwin Williams commercial paint, per code inspector building must be patched, caulked, flaking paint removed and a heavy coat of exterior white paint applied. Job completion will take 5 days. Job will require a 50 ft boom lift to complete the job to reach the top of the cupola. 1 year warranty on paint.	Painting	9,400	0.85	7,990.00
Labor fee for exterior overhaul	Labor	1	7,825.00	7,825.00

TOTAL	\$20,368.50
--------------	--------------------

Accepted By

Accepted Date

*Deposit of 50% due at time of signing, NO Job will commence unless deposit has been made by customer to Advanced Lawn and Landscaping Inc. Thank you!

A late fee of 5% will be added after 30 days.









Preview unavailable



EVIDENCE OF PROPERTY INSURANCE

408 MP

DATE (MM/DD/YYYY)
12/18/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Sihle Insurance Group, Inc. 5545 N. Wickham Road Suite 101 Melbourne, FL 32940		PHONE (A/C, No, Ext): 321-422-7890		COMPANY Lloyds of London	
FAX (A/C, No): 407-774-0936		E-MAIL ADDRESS: awatters@sihle.com			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: M&RHIGH-02					
INSURED M&R High Point Holdings, Inc. & M&R United, Inc. 402 High Point Drive Cocoa, FL 32926		LOAN NUMBER		POLICY NUMBER 0002108-01	
		EFFECTIVE DATE 12/11/2019		EXPIRATION DATE 12/11/2020	
				☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Store #408
26 Forrest Avenue
Cocoa, FL 32922

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building	600,000	25,000
Business Personal Property	10,000	25,000
Business Income with Extra Expense	100,000	25,000
5% Named Storm Ded. / \$25,000 All Other Wind Ded.		
Replacement Cost		
Special Causes of Loss		
Coinurance Waived		
Equipment Breakdown Coverage -CNA Policy No. 6080033637	Included	

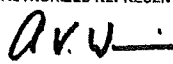
REMARKS (Including Special Conditions)

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS For Information Only	☐ MORTGAGEE	ADDITIONAL INSURED
	☐ LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	

ACORD 27 (2009/12)

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Commercial/Residential Façade Improvement Program File Inventory

Applicant Name: M+R United, Inc.

Address: 26 Forrest Ave

- | | | |
|-------------------------------------|----------------------|--|
| ☒ | Date: <u>3/20/20</u> | Brevard Property Appraiser Research
Deed/Title Research (if applicable)
Corporate License Research (if applicable) |
| ☒ | Date: <u>3/20/20</u> | Complete Application and Supporting Documents
Received
Income Qualification Verification (if applicable) |
| ☐ | Date: _____ | Staff Report/Board Approval |
| ☐ | Date: _____ | Letter of Award and Contract Sent |
| ☐ | Date: _____ | Signed Contract Returned |
| ☐ | Date: _____ | Contract/Mortgage Recorded with County Clerk |
| ☐ | Date: _____ | Invoices Submitted |
| ☐ | Date: _____ | Building/Property Inspection |
| ☐ | Date: _____ | Payment Disbursed |
| ☐ | Date: _____ | Copy of Recorded Contract Sent to Applicant |

Exhibit A

Cocoa and Diamond Square Community Redevelopment Agencies

Commercial Façade Improvement Program Policy

I. Program Goal

The Commercial Façade Improvement Program (CFIP) is designed to improve the appearance and value of commercial properties in the Cocoa Redevelopment Area (Cocoa CRA) by providing financial assistance for the improvement and enhancement of commercial building facades and exterior areas. The intent of this public investment is to remove slum and blight and increase property value in the Cocoa CRA, resulting in increased TIF revenue, and to encourage private investment in close proximity to properties receiving financial assistance.

II. Financial Assistance and Grant Eligibility

Financial assistance in the form of matching grants or loans¹ of up to \$10,000.00 is available per project. All funding is subject to approval by the Cocoa CRA Board (Board), which will review applications on a schedule approved by the Board. Only one (1) grant per property owner may be awarded during any one year period. When an owner owns multiple properties that are adjacent, the grant funding may be shared between these properties for a unified improvement plan. When an owner owns multiple properties that are not adjacent, only one property may receive grant monies in that particular fiscal year.

To be eligible to receive a grant, the Applicant must:

- Own the subject property (property owners may designate a tenant as their agent, but only the owner may sign the CFIP Application);
- Own property in a commercially zoned area within the Cocoa CRA that is not used for residential purposes;
- Have a current City of Cocoa local business tax receipt or obtain one prior to reimbursement of funds;
- Be current on all property taxes and utility charges; and
- Own property suitable for façade improvement, as determined at the sole discretion of the Cocoa CRA.

The following Applicants/properties are ineligible to receive a grant:

- Owners of properties used solely for residential purposes, including multi-family and single-family residences. Vertically-mixed uses with a non-residential component are permitted at the discretion of the Board;

¹ The CFIP is intended to provide grants to property owners which do not have to be repaid. However, if the property owner fails to maintain the improvements for the five-year period following installation, then the grant is converted to a loan and must be repaid with interest as provided in the Grant Agreement. For purposes of this Policy, references to a “grant” shall also mean a loan to the extent the improvements are not maintained for the required period.

- Owners of non-profit corporations, unless (i) a substantial portion of the property is used for commercial purposes and is subject to ad valorem taxation; or (2) the non-profit corporation's property is of historic or cultural significance in the City of Cocoa; and
- Owners of vacant land

The amount of any grant shall be determined at the Board's sole discretion based on the following general factors:

- The estimated value of the proposed private investment;
- The extent that the private investment incorporates more primary improvements versus ancillary improvements such as building cleaning and painting;
- The historical and cultural significance of the property;
- The potential economic and fiscal impact of the proposed project on the City of Cocoa; and
- Whether the applicant is a for-profit or non-profit entity

Applicants may receive up to \$10,000.00 on a one-to-one (public to private fund) matching basis. Funds will be provided on a reimbursement basis once all work is complete. Therefore, proof of adequate funds for the entire project will be an Application requirement. All receipts and invoices reflecting payment in full for any qualifying costs and expenses are required for reimbursement, as described below in Section VI.

The Applicant will be required to agree to maintain the eligible improvements for a period of five years. The Agreement will contain a covenant running with the land that binds future successors to also maintain the improvements. Failure to maintain the improvements shall be a breach of the covenant and will result in having to pay back the entire amount of the grant, plus interest.

III. Eligible and Ineligible Expenses

All improvements eligible for matching funds must be visible from the public right-of-way and must be intended to preserve and protect the structure or aesthetic integrity of the commercial building.

Eligible primary improvements for grant matching funds include:

- Façade rehabilitation
- Removal of deteriorated or undesirable exterior alterations
- Stucco restoration
- Replacement or reconstructive woodwork
- Replacement, repair, or restoration of cornices, eaves, parapets, or other architectural features
- New doors and windows
- Restoration of historically appropriate doors, windows, or building features
- Signs, awnings, and canopies
- Exterior lighting
- Entranceway modifications that improve the appearance or access to the commercial building
- Landscaping, including hardscaping around the perimeter of the property and irrigation if needed to support landscaping. Preference given to drought-tolerant trees and plants. Must be consistent with City of Cocoa Code.

- Fencing around the perimeter of the property (must be substantially visible from the right-of-way)

The following ancillary work may be eligible for matching funds only when performed in conjunction with a primary improvement:

- Building cleaning (non-sandblasting)
- Painting

Ineligible improvements include:

- New building construction or new building additions
- Roof repairs
- Interior improvements
- Portable signs, such as sandwich boards or A-frame signs
- Flags and banners
- Tables, chairs, and umbrellas
- Acquiring property
- Improvements completed prior to Application submittal
- Parking lot improvements
- Improvements that are not substantially visible from the public right-of-way

The CFIP will be administered on a first-come, first-served basis, up to the limit of available funding. Priority for certain improvements will be given as follows:

- Projects that promise a greater economic impact or incorporate more primary improvements to the subject property.
- Those which address the safety or security of customers or employees
- Those which make access to the property more convenient for customers or employees
- Those which will prevent, diminish or eliminate a blighted condition
- Those which reflect a greater proportion of private funds to be utilized over those funds being provided under the CFIP
- "Partner projects" which will upgrade two or more properties simultaneously

IV. Application Requirements and Processing

Application requirements shall be as written on the CFIP Application, including but not limited to:

- Copy of deed/proof of ownership with owner signature
- Copy of City of Cocoa Local Business Tax Receipt (required prior to grant award disbursement)
- Color Photographs/Slides of current condition of the subject property
- Site Survey (only for landscaping improvements)
- Estimates/quotes/bids for all costs associated with the project by a licensed contractor in Florida/Brevard County pursuant to Chapter 489, Florida Statutes, unless otherwise exempt under Section 489.103. NOTE: Funds will not be reimbursed for "sweat equity" and Owner-completed improvements.

- Complete, written scope of rehabilitation work with detailed sketches or drawings of the proposed improvements. Paint samples of the colors chosen, including accent or trim colors will be required.
- Complete, written description of the project's ability to meet the design criteria for funding
- Evidence (such as a letter from the Applicant's bank) of available private funds to pay for the improvements
- Proof of insurance coverage (Accord form)

The Application will be processed in the following manner:

- The Office of Economic Development will review all filed Applications for completeness and will return any Application that is not deemed complete.
- A site inspection must be scheduled by the building inspector to determine if the building is suitable for the façade improvements proposed, i.e., that the building's current condition will support the improvements. The Applicant shall agree to provide access to the property for purposes of inspection.
- The Office of Economic Development will evaluate all filed Applications in accordance with the above-described priorities and requirements of this Policy.
- Completed and evaluated Applications will be scheduled for consideration by the Cocoa CRA
- Applicants shall be present and prepared to discuss their project and request in detail at a scheduled CRA Board meeting.

V. Program Requirements

If the Board approves an application for match funds, the Applicant must sign the following documents:

- Grant Funding Agreement. Through the Grant Funding Agreement, the Applicant will agree to:
 - Obtain all necessary permits required by law to construct the project, including building permits or other architectural review permits for historic buildings.
 - Agree to comply with all zoning and design restrictions applicable to the Cocoa CRA area in performing the improvements.
 - Maintain the improvements for a period of five years, which shall be a covenant running with the land. To the extent the covenant is not complied with, immediate repayment of the entire grant amount funded, plus interest, may be demanded by the Cocoa CRA and Grantee shall be required to refund the amount to the Cocoa CRA within thirty (30) days of receiving the demand.
 - Agree to grant the City access to the subject property to inspect the improvements.
- Covenant Running with the Land

VI. Grant Disbursements

The Grant amount approved by the Cocoa CRA Board is the maximum amount that may be disbursed. Cost savings from the bid estimates received shall reduce the Grant award on an equal basis with the Grantee's Grant match. Grantee is not required to utilize the lowest bid/estimate/quote received, but the Grantee shall be solely responsible for the cost difference.

The Grant is awarded on a reimbursement basis. Grant funds shall only be disbursed to the Grantee upon completion of the work, which shall constitute issuance of a final inspection, certificate of completion, or similar instrument issued by the City of Cocoa's Building Division for the improvement work. Grantees shall not be reimbursed if outstanding code enforcement or building code citations or code enforcement liens have not been corrected and paid or released upon completion of the work.

To be reimbursed, the Applicant must provide to the Office of Economic Development paid receipts from laborers, suppliers, materialmen, contractors, and subcontractors. The receipts must include the following information:

- Name, address, and telephone number of laborer, supplier, materialmen, contractor, and subcontractor performing work or supplying material;
- Date of work or material provided;
- Description of property upon which the work was provided or to which the material was delivered;
- Itemized description of work provided (e.g., who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g., number of gallons of paint, quantity and measurements for each new dome style awning, feet of fence installed, description of LED wall pack);
- Itemized cost of work performed or material supplied;
- Statement of what work or material was for (e.g., supplied 2 coats of coal tar emulsion sealer with sand and latex additive to cover approximately 10,647 square feet of asphalt surface, supplied 26 feet of fence for privacy to hide parking lot dumpster)
- Statement signed by laborer, supplier, materialmen, contractor or subcontractor that the amount billed has been paid by the Grantee

Paid receipts are subject to Cocoa CRA review and approval. In no event shall more than 50% of the amount noted on a Cocoa CRA-approved paid receipt be reimbursed to the Grantee. All work must be substantially completed within 365 days of the date the Grant Agreement is executed. Reimbursement shall be denied for any instance in which these conditions or any other terms of the Grant Agreement are violated.

Grantee shall be required to submit at least one photo of the improvements after they are completed.

VII. Maintenance of Improvements

As stated above, each Grantee will be required to agree to maintain the improvements for five years. Grantee shall provide access to the property to allow the City to inspect the improvements and determine proper maintenance has occurred, to the extent necessary. Grantee shall maintain current insurance coverage for the subject property, which shall include the Board-approved improvements. The obligation to maintain the improvements shall be a covenant running with the land binding future successors and assigns.

Failure to maintain the improvements shall result in an immediate demand for repayment of the grant amount in full, plus interest. Grantee shall be required to refund the amount to the Cocoa CRA within thirty (30) days of receiving the demand.

VIII. Disclosures

The Cocoa CRA expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and grantees. The Cocoa CRA retains the right to amend this CFIP Policy and any supporting documents, including the Grant Agreement. The Cocoa CRA also retains the right to display and advertise properties that receive matching funds.

**GRANT AGREEMENT
COMMERCIAL FAÇADE IMPROVEMENT PROGRAM
COCOA COMMUNITY REDEVELOPMENT AGENCY**

THIS GRANT AGREEMENT is made this ____ day of _____, **2020** by and between the **City of Cocoa, Cocoa Redevelopment Agency**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose principal address is 65 Stone Street, Cocoa, Florida 32922 ("Cocoa CRA") and **M & R United, Inc.**, whose principal address is 402 High Point Dr., Ste. 101, Cocoa, FL 32922 ("Grantee").

RECITALS:

WHEREAS, the Cocoa CRA has implemented the Commercial Facade Improvement Program (CFIP), the primary purpose of which is to improve the aesthetics and economic order of the community, thereby promoting the public interest, by making matching grants to property owners of commercial property within the Cocoa Redevelopment Area;

WHEREAS, a CFIP grant application was received by the Cocoa CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address **26 Forrest Avenue**. ("Property");

WHEREAS, a further objective of the CFIP is to upgrade and preserve the aesthetic appearance and/or structural integrity of commercial buildings in the Cocoa Redevelopment Area in order to reduce blight and make the area more conducive to private investment by providing funding incentives to undertake permanent property improvements to commercial building exteriors in the Cocoa Redevelopment Area;

WHEREAS, the Cocoa CRA believes the CFIP will thereby stimulate increased business opportunities within the Cocoa Redevelopment Area, improve property values, increase tax revenues, and improve employment opportunities;

WHEREAS, grants provided by the Cocoa CRA shall be on a dollar for dollar matching basis, matching the investment made by the owner or owners of a particular parcel of commercial property; and

WHEREAS, Grantee has submitted an application under the CFIP which the Cocoa CRA believes meets the criteria and purposes as outlined by the program.

NOW THEREFORE, in consideration, the mutual covenants and provisions hereof, and other good, diverse, and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

1. **Recitals.** Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.

2. **Property Subject to Grant Agreement.** The real property to be benefited by this grant and that is subject to this Grant Agreement is described on **Exhibit A**, a copy of which is attached hereto and incorporated herein by this reference.

3. **Grant Awarded.**

(a) The Grantee is hereby awarded a grant pursuant to the Cocoa Redevelopment Agency CFIP. All regulations of the CFIP shall be adhered to by the Cocoa CRA and the Grantee. The maximum amount of the grant is described in the attached **Exhibit B**. Under no circumstances shall the amount of money granted for qualifying facade improvements under the CFIP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved or otherwise aggregately exceed the sum of **Ten Thousand Dollars and 00/100 (\$ 10,000.00)**, in the event that a previous grant has been provided to Grantee for the same commercial parcel of property located in the Cocoa CRA district. Grant funds shall only be paid by the Cocoa CRA for qualified approved facade improvements described on **Exhibit B**.

(b) The Grant is awarded on a reimbursement basis. Funds subject to this Grant shall be paid to the Grantee by the Cocoa CRA only upon completion of all work. Completion of all work, as that term is utilized in this Grant Agreement, shall constitute issuance of a final inspection, certificate of completion, or similar instrument, issued by the City of Cocoa's Building Department for the facade improvement work subject to this grant. All work shall be in compliance with zoning and design restrictions applicable to the Property.

(c) To be reimbursed, the Grantee shall provide to the City of Cocoa Office of Economic Development on behalf of the Cocoa CRA, paid receipts from laborers, suppliers, materialmen, contractors, and sub-contractors. The receipts must include the following information: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, or sub-contractor performing work or supplying material; 2) Date of work or material provided; 3) Description of property upon which the work was provided or to which the material was delivered; 4) Itemized description of work provided (e.g. - who performed the work, how many

hours involved, charge for work, type of work performed) or material supplied (e.g. – number of gallons of paint, quantity and measurements for each new dome style awning, 26 feet of 6' fence, one (1) 6'H x 10' W double gate; description of LED wall pack, etc.); 5) Itemized cost of work performed or material supplied; 6) Statement of what work or material was for (e.g. – supplied 2 coats of coal tar emulsion sealer with sand and latex additive to cover approximately 10,647 square feet of asphalt surface; supplied 26 feet fence for privacy fence to hide parking lot dumpster; number and measurements for privacy fence gate; labor time spent and LED wall pack etc. for parking lot lighting); and 7) Statement signed by laborer, supplier, materialmen, contractor, or sub-contractor that the amount billed has been paid by the Grantee. The paid receipts are subject to Cocoa CRA review and approval for application to this grant. In no event shall more than 50% of the amount noted on a Cocoa CRA approved paid receipt be reimbursed to the Grantee.

(d) All work subject to this Grant Agreement must be substantially completed within 365 days of the date of this Grant Agreement.

(e) By execution of this Grant Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform the work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed. Authorized work may not be performed by a Grantee and applied to this Grant, unless same was approved prior to the date of this Grant Agreement by the Cocoa CRA Governing Board.

(f) Reimbursement shall be denied for any instance in which the terms of this Grant Agreement have been violated.

4. Warranty of Grantee: Maintenance; Covenant Running with the Land.

(a) Grantee agrees and warrants to the Cocoa CRA that the funds reimbursed pursuant to this grant shall only be spent for purposes as approved in **Exhibit B**.

(b) Grantee covenants and warrants that all improvements approved for matching funds under this Grant Agreement shall be maintained and preserved for a minimum of five (5) years. The obligation to maintain the improvements for a minimum of five (5) years shall be binding upon successors and assigns and is intended to be a covenant running with the land. Grantee shall be required to sign the Covenant attached hereto as **Exhibit C**, which shall be recorded in the Public Records of Brevard County, Florida. If the Cocoa CRA determines that said improvements are not being properly maintained during said five (5) – year period, the Grantee agrees that it is liable to and shall immediately reimburse the Cocoa

CRA for the entire amount of this CFIP Grant, plus interest. Grantee shall be required to refund the amount to the Cocoa CRA within thirty (30) days of receiving the demand.

(c) The Grantee hereby agrees to pay for any costs of recordation of the Covenant in the Public Records of Brevard County, Florida, and the recorded original hereof shall be returned to the Cocoa CRA for filing in its records.

(d) The Grantee covenants and warrants that it shall continuously keep the buildings and other improvements now or hereafter existing, erected and located on said premises insured against loss or damage resulting from fire, windstorm, extended coverage and such other hazards, casualties and contingencies and perils for the five-year maintenance period in such a form and amount as may from time to time be required by the Cocoa CRA, but not less than full insurable value. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the Cocoa CRA and the original policy or policies and renewals thereof (or, at the option of the Cocoa CRA, duplicate originals or certified copies thereof) together with receipts evidencing payment of the premium therefore shall be deposited with, held by and are hereby assigned to the Cocoa CRA as additional security for the indebtedness secured hereby. Each such policy of insurance shall contain a loss payable clause in favor of and in form reasonably acceptable to the Cocoa CRA and shall provide for not less than thirty (30) days prior written notice of modification, cancellation, termination or expiration to the Cocoa CRA. In the event of loss by reason of the hazards, casualties, contingencies and perils for which insurance has been required by the Cocoa CRA, and the Cocoa CRA, at its option, may make proof of loss if not made promptly by the Grantee.

5. **Grantee is an Independent Contractor.** It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, that this grant award, and relationship between the Cocoa CRA and the Grantee is one in which the Grantee is an independent contractor of the Cocoa CRA and not an agent, employee, joint venture, or other partner of the Cocoa CRA or the City of Cocoa. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Grant Agreement shall be interpreted or construed to constitute the Grantee, or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the Cocoa CRA or the City of Cocoa.
6. **Grantee's Signatory.** The undersigned person executing this Grant Agreement on behalf of the Grantee hereby represents and warrants that he/she has the full authority to sign said Grant Agreement for the Grantee and to fully bind the Grantee to the terms and conditions set forth in this Grant Agreement.

7. Record retention: Public records: Accounting: Inspection.

(a) Financial records, supporting documentation, statistical and all other records pertinent to this Grant Agreement shall be retained for a period of at least five (5) years (365 days = 1 year) after final payment by the Cocoa CRA of any grant funds, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the five year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the Cocoa CRA.

(b) Pursuant to Chapter 119, Florida Statutes, the Grantee agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of the Grantee related, directly or indirectly, to this Grant Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Cocoa CRA, may be deemed to be a public record and subject to the provisions of Chapter 119, Florida Statutes, whether in the possession or control of Cocoa CRA or the Grantee, and may not be destroyed without the specific written approval of the Cocoa CRA's designated custodian of public records. The Grantee shall provide the Cocoa CRA, upon request from the Cocoa CRA, copies of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Grantee agrees to comply with public records laws. Should the Cocoa CRA not possess public records relating to this Grant Agreement which are requested to be inspected or copied by the Cocoa CRA or any other person, the Cocoa CRA shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the Cocoa CRA or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Grant Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the Cocoa CRA for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the Cocoa CRA must enforce this Section, or the Cocoa CRA suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Grantee's failure to comply with this Section, the Cocoa CRA shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the Cocoa CRA, for enforcing this Section against Grantee. And, if applicable, the Cocoa CRA shall also be entitled to reimbursement of all attorneys' fees and damages which the Cocoa CRA had to pay a third party because of the Grantee's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Grant Agreement.

(c) Grantee financial records shall be prepared and maintained in accordance with generally accepted accounting practices and available for inspection by the Cocoa CRA or its authorized representative's at all reasonable times. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the Cocoa CRA to assure compliance with this Grant Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Grant Agreement shall be immediately returned to the Cocoa CRA. Prior to making any final determination of misspending or failure to comply with this Grant Agreement by the Grantee, the Cocoa CRA shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Grant Agreement.

(d) Cocoa CRA staff is authorized to conduct an inspection of the property at any time during regular business hours of the property to ensure improvements are maintained in accordance with this Grant Agreement. The Cocoa CRA agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

8. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the Cocoa CRA, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from: (i) any act or omission on the part of the Grantee, its officers, agents, employees, volunteers, or invitees in the construction, reconstruction, or building of any improvement for which Cocoa CRA funds might be reimbursed pursuant to this Grant Agreement; (ii) by reason of any breach, violation or nonperformance of any condition or covenant in this Grant Agreement on the part of the Grantee; (iii) injury and negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying material for work that is to be reimbursed pursuant to this Grant Agreement; (iv) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work that is to be reimbursed pursuant to this Grant Agreement; (v) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Grant Agreement; or (vi) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Cocoa CRA, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Cocoa CRA or its

employees, officers, and attorneys which may result from the acts or omissions stated above under this Grant Agreement whether performed by the Grantee, anyone directly or indirectly employed by the Grantee, or anyone otherwise authorized to act, in any manner, on their behalf. In all events, the Cocoa CRA shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Grant Agreement.

9. Applicable Law/Notice.

(a) This grant award and the attachments hereto shall be governed by the law of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

(b) All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE COCOA CRA:

Cocoa Redevelopment Agency
c/o The City of Cocoa
Office of Economic Development
65 Stone Street
Cocoa, Florida 32922

TO THE GRANTEE:

M&R United, Inc.
402 High Point Dr. Ste. 101

Cocoa, FL 32922

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

10. **Interpretation.** Both the Cocoa CRA and the Grantee have participated in the drafting of all parts of this Grant Agreement. As a result, it is the intent of the parties that no portion of this Grant Agreement shall be interpreted more harshly against either of the parties as the drafter.

11. **Amendment of Grant Agreement.** Modifications or changes in this Grant Agreement must be in writing and executed by the parties bound to this Grant Agreement.
12. **Severability.** Invalidation of any one word, clause, sentence, or paragraph, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other words, clauses, sentences, or paragraphs, all of which shall remain in full force and effect, and this Grant Agreement shall be read as if said invalidated word, clause, sentence, or paragraph did not exist.
13. **Attorney's Fees.** In the event any litigation or controversy arises out of or in connection with the parties hereto, each party shall bear their own costs and attorney's fees. Notwithstanding the foregoing, should the Cocoa CRA determine that the Grantee must reimburse the Cocoa CRA in the amount of the Grant for failure to maintain the improvements in accordance with this Grant Agreement, the Grantee shall be responsible for all related costs and attorney's fees incurred by the Cocoa CRA as to any related litigation or controversy.
14. **Entire Grant Agreement.** This Grant Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Grant Agreement.
15. **Sovereign Immunity.** The Cocoa CRA intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Grant Agreement shall be construed as a waiver of the Cocoa CRA's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the Cocoa CRA's potential liability under state or federal law. As such, the Cocoa CRA shall not be liable under this Grant Agreement for punitive damages or interest for the period before judgment. Further, the Cocoa CRA shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). Nothing in this Grant Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Grant Agreement.

16. **Headings.** The headings used in this Grant Agreement are for reference only and shall not be relied upon nor used in the interpretations of this Grant Agreement.

IN WITNESS WHEREOF, the Cocoa CRA and Grantee have set forth their signatures on the day and year written below.

Witnesses: _____ Print Name: _____ _____ Print Name: _____	GRANTOR: COCOA REDEVELOPMENT AGENCY, Florida Community Redevelopment Agency pursuant to Section 163.330 <u>et</u> <u>seq.</u> , Florida Statutes. By: Matthew Fuhrer, Interim City Manager
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STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by **Matthew Fuhrer**, Interim City Manager of COCOA Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

[This area left intentionally blank, signatures on next page]

Witnesses: Print Name: Print Name:	GRANTEE: Print Name: Title:
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STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____, _____ of M&R United, Inc. who executed the foregoing instrument and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

[This area left intentionally blank]

EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address(es): 26 Forrest Avenue

Owner: M&R United, Inc.

Legal Description of Real Property:

Parcel 1: Lot 3, except road right of way, R. A. Hardess's Plat of Indian River City, according to the plat thereof, as recorded in Plat Book 1, Page 28 of the Public Records of Brevard County, Florida.

Together with the thirty (30) foot wide abandoned right of way as described in Abandonment of Right of Way recorded as Official Records Book 3113, Page 4452.

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved: \$ 10,000.00

<u>Items to be Improved Pursuant to Approved Grant</u>	<u>Cost of Items to be Improved</u>
• Repair of the main entrance (exterior fascia and soffit repairs) • Removal of deteriorated exterior alterations (fence/gate barricades) • Stucco restoration of entire exterior • Replacement of rotten exterior woodwork • Replace exterior lighting with new fixtures/bulbs to increase security lighting around the building • Entranceway modifications that improve appearance and access to the building • Prep and paint the entire exterior of the building	

Total: \$ 20,368.50

EXHIBIT C
Restrictive Covenants

RESTRICTIVE COVENANTS
Commercial Façade Improvement Program
Cocoa Community Redevelopment
Agency

THESE COVENANTS are entered into this ____ day of _____, 2020, by M&R United, Inc., hereinafter referred to as the Owner, and shall be effective for a period of five years from the date of recordation by the Clerk of the Circuit Court of Brevard County, Florida.

RECITALS

WHEREAS, the Owner is the fee simple titleholder of the Property located at 717 S. Cocoa Blvd, Cocoa, FL 32922, Cocoa, Brevard County, Florida, as legally described in Exhibit A, attached to and made a part hereof; and

WHEREAS, the Owner is a grant recipient and is to receive Commercial Façade Improvement Program assistance funds administered by the Cocoa Community Redevelopment Agency, 65 Stone Street, Cocoa, Florida 32922, hereinafter referred to as the Cocoa CRA, in the amount not to exceed **\$(10,000.00)**, to be used for the improvement of the Property of the Owner as described in Exhibit A; and

WHEREAS, said Cocoa CRA funds have been or will be expended for the purpose of improving the façade of the building(s) located on Owner's Property in order to reduce blight and make the Cocoa Community Redevelopment Area more conducive to private investment; and

NOW THEREFORE, as part of the consideration for the Cocoa CRA grant, the Owner hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner agrees to maintain and preserve all improvements located on the Property approved for grant funding by the Cocoa CRA.
2. The Owner agrees that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Cocoa CRA.
3. The Owner agrees that any modifications to the Property shall be made in a manner consistent with the applicable zoning and design regulations of the City of Cocoa.
4. The Owner agrees that the City of Cocoa, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Agreement and these covenants are being observed.
5. The Owner agrees that these restrictions shall encumber the property for a period of five years from the date of recordation, and that if the restrictions are violated within the five year period, the Cocoa CRA shall be entitled to demand return of the entire grant amount, plus interest at the promulgated Prime rate at the time of default, which shall be refunded within thirty (30) days of receiving the demand.

6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Brevard County, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner agrees that the Cocoa RDA shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

Witness Signature

OWNER

Witness Name Typed/Printed

Owner's Address

Witness Signature

City

State

Zip

Witness Name Typed/Printed

The State of Florida

County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that _____ personally

(Name)

appeared as _____ for _____

(Officer)

(Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____, 20__.

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

EXHIBIT A – RESTRICTIVE COVENANTS
Legal Description of Property

Parcel 1: Parcel 1: Lot 3, except road right of way, R. A. Hardess's Plat of Indian River City, according to the plat thereof, as recorded in Plat Book 1, Page 28 of the Public Records of Brevard County, Florida.

Together with the thirty (30) foot wide abandoned right of way as described in Abandonment of Right of Way recorded as Official Records Book 3113, Page 4452.



Legislation Details (With Text)

File #: 20-364 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 6/22/2020 **In control:** Cocoa Redevelopment Agency
On agenda: 7/8/2020 **Final action:**
Title: Agency approval of a Budget Transfer (BAF#20-079) in the amount of \$8,000 from Contingency to Legal Expenses to cover legal fees for the remainder of Fiscal Year 2020. Approve Change Order #1 to Purchase Order #75366 for attorney fees.

Sponsors:

Indexes:

Code sections:

Attachments: [BAF 20-079 -CS-LegalFees \(07-08-20\) Agenda 20-364.pdf](#)
[75366.pdf](#)
[CO#1 to PO 75366xlsx.pdf](#)
[Legal Expenses Analysis.pdf](#)

Date	Ver.	Action By	Action	Result
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COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 22, 2020
Agenda Date: July 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Agency approval of a Budget Transfer (BAF#20-079) in the amount of \$8,000 from Contingency to Legal Expenses to cover legal fees for the remainder of Fiscal Year 2020. Approve Change Order #1 to Purchase Order #75366 for attorney fees.

BACKGROUND:

In Fiscal Year 2020, the Cocoa CRA budgeted \$15,000 for Agency Legal expenses for the year. The May invoice currently cannot be paid as there is not enough funds on Purchase Order # 75366 to cover the invoice. An analysis on the charges were conducted and it was determined that \$12,884.30 were related to the 603 Brevard Hotel Project since October of 2019. Without these special project expenses, the account would not require a budget transfer to finish out the remainder of Fiscal Year 2020.

Staff is requesting a transfer of \$8,000 from Contingency (110-3230-559-39-00) to Legal Expenses (110-3230-559-31-01) to cover the current outstanding invoice and future invoices through the end of FY 2020. Additionally, Staff is requesting approval of Change Order #1 to add \$8,000 to Purchase Order 75366.

BUDGETARY IMPACT:

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

BAF# 20-079

Amount Requested \$8,000.00
Account Number 110-3230-559-31-01
Account Name Legal Expenses

Source of Funds: Contingency (110-3230-559-39-00)

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

Change Order Amount \$ 8,000.00

Original Purchase Order 75366
Original P.O. Amount \$15,000

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date 0
Total amount in change orders to date \$0

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Agency approval of a Budget Transfer (BAF 20-079) in the amount of \$8,000 from Contingency to Legal Expenses to cover legal fees for the remainder of Fiscal Year 2020. Approve Change Order #1 to Purchase Order #75366 for attorney fees.



City of Cocoa Budget Adjustment Form FY 2020 - 20-079

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: 3230

DATE PREPARED: 06/22/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 8,000)	110-3230-559:39-00		Contingency	\$ 440,556	\$ 340,566	\$ 332,566	\$ 332,566
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
(\$ 8,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 8,000	110-3230-559:31-01		Legal Expenses	\$ 15,000	\$ 15,000	\$ 23,000	\$ 8,000
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 8,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

In FY2020, Staff budgeted \$15,000 for legal expenses. Currently, there are not enough funds to cover the invoice received for expenses incurred during the month of May. Typically, the budgeted amount would cover the entire year, but with the added meetings and correspondence related to the 603 Brevard Hotel Project, the expenses have exceeded the amount budgeted. The \$8,000 transfer should carry the Agency's legal expenses through the remainder of FY2020. This transfer will go to the Cocoa CRA board on July 8th, 2020 (Agenda Item# 20-364).

CITY COUNCIL APPROVAL REQUIRED? YES ☒ NO ☐

DATE APPROVED: RESOLUTION #:

City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

6/22/20 Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2020.06.22 10:50:07 -04'00'

6/23/20 Lea Malarae Digitally signed by Lea Malarae Date: 2020.06.23 09:40:35 -04'00'

Date Requestor's Signature Nancy Bunt Digitally signed by Nancy Bunt Date: 2020.06.22 11:17:21 -04'00'

Date Finance Approval Signature Lora Howell Digitally signed by Lora Howell Date: 2020.06.26 17:14:35 -04'00'

Date Department Director's Signature

Date Deputy Fin. Director's Signature

Date Finance Director's Signature

Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

PURCHASE ORDER



City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 75366

MUST BE SHOWN ON DELIVERY TICKET,
INVOICE, AND STATEMENT

VENDOR NO.: 6691
VENDOR FAX NO.: 407-425-9596
VENDOR PH NO.: 407-425-9566

DATE 10/11/2019
DATE REQUIRED 9/30/2020

GARGANESE, WEISS, D'AGRESTA &
SALZMAN, PA
P.O. BOX 2873
ORLANDO FL 32802-2873

DELIVER TO:

City of Cocoa
COMMUNITY SERVICES
65 STONE STREET
COCOA FL 32922

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

BUYER/REQ. #
DK 0000039343 F.O.B.
DNILES/CN/3230

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	15000.00	SUM	LEGAL SERVICES FOR COCOA CRA Legal fees for all Cocoa CRA Meetings and any Cocoa CRA administrative work required.	1.0000	15000.00
				TOTAL	15000.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

11032305593101

CITY OF COCOA

MAIL INVOICES TO: or E-MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

10. **TAXES:** The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES:** Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or

the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION:** Seller warrants that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice. Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

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

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

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

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

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

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

19. **FISCAL YEAR FUNDING APPROPRIATION:** (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

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

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

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

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

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

CHANGE ORDER REQUEST FORM

SELECT CHANGE ORDER TYPE:

- | | | |
|-------------------------------------|---|-------|
| ☒ | GENERAL | |
| ☐ | CONSTRUCTION-----Assigned Project # Required: | _____ |
| ☐ | CONSTRUCTION CONTINGENCY----Resolution # Required: | _____ |
| | Amount Approved: _____ Balance Remaining: | _____ |
| ☐ | TASK ORDER -----Assigned Task Order # Required: | _____ |
| ☐ | TASK ORDER AMENDMENT-----Amendment # Required: | _____ |

Date: 06/22/20

New Requ #:

41064

Change Requisition Number #

1

Name of Requestor
completing this form:

C. Neuterman

The logo for Cocoa, Florida, is centered below the form. It features a stylized map of Florida in light green. Overlaid on the map are several tropical elements: a palm tree in the upper left, a yellow flower with a green center in the lower left, and a white sailboat on the right. A large orange circle serves as a background for the central part of the logo. To the right of the map, the word 'COCOA' is written in large, green, outlined letters, and 'FLORIDA' is written below it in smaller, brown, outlined letters.

C. Neuterman



Original Purchase Order Amount	\$ 15,000.00
Change Order # 1 Amount	8,000.00
Change Order # 2 Amount	
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	\$ 23,000.00

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
Garganese, Weiss...	39343	75366	\$ 15,000.00

REASON FOR CHANGE (Click box(s) to select):

☐ Correct Freight Cost	☐ Cancel Line Item
☐ Correct Unit Cost	☒ Add Additional Money
☐ Correct Account	☐ Add/Delete/Change Project #
☐ Correct Quantity	☐ Liquidate Money
☐ Add Line Item	☐ Cancel Entire PO

- ☐ Correct Freight Cost
 - ☐ Correct Unit Cost
 - ☐ Correct Account
 - ☐ Correct Quantity
 - ☐ Add Line Item
 - ☐ Cancel Line Item
 - ☒ Add Additional Money
 - ☐ Add/Delete/Change Project #
 - ☐ Liquidate Money
 - ☐ Cancel Entire PO

Other-Explain:

Please make correction(s) to original PO as listed below:

[illegible]

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #.

\$	8,000.00
----	----------

CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQUIRED

Change Order Justification:

The current PO does not have enough funds to cover the May invoice and will not have enough funds to cover June-September.

*****Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition folder. *****

Legal Expenses

Invoice #	Date	General Expenses	Project Related Expenses	Project
81966	11/4/2019	\$ 1,065.90		
82368	12/3/2019	\$ 504.90		
82777	1/6/2020	\$ 785.40	\$ 504.90	603 Brevard
83246	2/5/2020	\$ 317.90	\$ 3,422.10	603 Brevard
83543	3/3/2020	\$ -	\$ 4,282.30	603 Brevard
83864	3/3/2020	\$ 224.40	\$ 1,907.40	603 Brevard
84363	5/6/2020	\$ -	\$ 654.50	603 Brevard
84553	6/2/2020		\$ 2,113.10	603 Brevard

Totals \$ 2,898.50 \$ 12,884.30



Legislation Details (With Text)

File #:	20-369	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	6/23/2020	In control:		Cocoa Redevelopment Agency	
On agenda:		Final action:			
Title:	Approve a Budget Transfer (BAF # 20-081-T) in the amount of \$5,000 to purchase snow fall lights for the trees in Cocoa Village.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Clark Display Lights Quote.pdf ECP Clark \$5000 CS.pdf FW Snowfall lights.pdf BAF 20-081-T -CS-Lights (7-8-20) Agenda 20-369.pdf				

Date	Ver.	Action By	Action	Result
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COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 23, 2020
Agenda Date: July 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a Budget Transfer (BAF # 20-081-T) in the amount of \$5,000 to purchase snow fall lights for the trees in Cocoa Village.

BACKGROUND:

The lighting in the trees along the roadways and parks in Cocoa Village is an enhancement to the image of Cocoa Village. Currently, there are not enough lights to fill all the trees in the Village. Public Works located a source for the same lights presently used to light the trees and a quote is being presented for approval. The lights identified in the quote are the snow fall lights that are used primarily during the holiday season, but CRA and Council members inquired about keeping the lights up year-round.

City staff believed that a good opportunity to pilot the use of the lights year-round would be at the conclusion of the "Safer at Home Order." This has been well received by the public and thus far there has only been the loss of a few strands of lights.

In the Cocoa CRA Plan Update - 2018, several goals are identified to justify the purchase and installation of the snow fall lights.

- Goal VI (4) - Project the image of the redevelopment area as a safe and exciting place to go while encouraging both business and family-oriented patronage.
- Goal IX (6) - Prepare landscaping, street scape and lighting plans for public spaces to strengthen the historic character of the CRA and encourage the use of these features when negotiating private sector development plans.

Staff requests approval of a budget transfer in the amount of \$5,000 to purchase the snow fall lights for the trees in Cocoa Village.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

BAF# 20-081-T

Amount Requested	<u>\$5,000</u>
Account Number	<u>110-3230-559-52-00</u>
Account Name	<u>Operating Supplies</u>

Source of Funds: Cocoa CRA Contingency

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Budget Transfer (BAF # 20-081-T) in the amount of \$5,000 to purchase snow fall lights for the trees in Cocoa Village.

July 8 Cocoa CRA

CLARK SALES DISPLAY, INC.

POST OFFICE BOX 1007
TAVARES, FLORIDA 32778
1-800-962-7937/ 352-343-5899 / FAX: 352-343-0194
WWW.CLARKSCHRISTMAS.COM

PROPOSAL

SALES ~ LEASE ~ INSTALLATION



City of Cocoa
Kennethray Terrell
Grounds Supervisor
155 N Wilson Ave,
Cocoa, FL 32922
(321) 433-8773 KTerrell@cocoafl.org

Date 6/3/2020

Questions? call Anne-Marie Clark

JOB NAME / LOCATION
SAME AS BILL TO ADDRESS

Quote Expires on: 7/10/2020

Quote Number: 200058 COCOA SNOWFALL USED

Qty	REF.	Description	Price	Extend
		PROPOSAL FOR THE PURCHASE OF PREVIOUSLY DISPLAYED SNOWFALL LIGHTS		
13	SPECIAL	32" LED SNOW FALL LIGHTS--5 TUBES PER SET WITH 1 TRANSFORMER	\$225.00	\$2,925.00
13	SPECIAL	20" LED SNOWFALL LIGHTS--5-TUBES PER SET WITH 1 TRANSFORMER.	\$157.00	\$2,041.00
		ALL PRICES ABOVE INCLUDE THE SHIPPING*		
			TAX TOTAL	\$4,966.00

Acceptance of Proposal-

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is acknowledged and agreed that by signing this proposal a contract will thereafter exist between the parties the terms of which contract will be those described in this proposal

ALL MATERIALS IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

Signature: _____

Signature: _____

Name: _____ Title: _____

Sole source - used

Embedded Secure Document

The file <https://cocoa.legistar.com/View.ashx?M=F&ID=8646977&GUID=8D46DBEB-6C63-43EA-AD9B-D6C6495458C2> is a secure document that has been embedded in this document. Double click the pushpin to view.



From: [Kennethray Terrell](#)
To: [Charlene Neuterman](#)
Cc: [Heath Hancher](#)
Subject: FW: Snowfall lights
Date: Tuesday, June 30, 2020 7:36:01 AM

Letter from clark displays for sole source on used lights

From: Lee Clark <lee@clarkschristmas.com>
Sent: Monday, June 29, 2020 3:43 PM
To: Kennethray Terrell <kterrell@cocoafl.org>
Subject: Snowfall lights

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Ken,

As per our conversation, the snowfall lights have been previously displayed from our rental inventory (all in working conditions, with a 1 season guarantee on the lighting). I'm unaware of any other Holiday companies that sell used lighting. We are able to offer these items from time to time when we have overstock or change over from new styles.
If you should need any other clarifications please let me know.

Regards,
Lee C. Clark

Clark Sales Display, Inc.
PO Box 1007
Tavares, FL 32778
352 343 5899



City of Cocoa Budget Adjustment Form FY 2020 - 20-081-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: 3230

DATE PREPARED: 06/23/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 5,000)	110-3230-559:39-00		Cocoa CRA Contingency	\$ 440,566	\$ 327,566	\$ 322,566	\$ 327,566
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
TOTAL							

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 5,000	110-3230-559:52-00		Cocoa CRA Operating Supplies	\$ 300	\$ 1,588	\$ 6,588	\$ 4,311
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
TOTAL							

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is necessary to purchase lights to display in Cocoa Village. These lights are a special sole source order as this is the only vendor who supplies these type of lights. Item to be presented at the July 8, 2020 Cocoa CRA meeting for approval to transfer the funds and purchase the lights. Agenda 20-369

CITY COUNCIL APPROVAL REQUIRED? YES ☒ NO ☐ DATE APPROVED: 6/24/20 RESOLUTION #:
City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

6/23/20	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2020.06.23 10:55:09 -04'00'	6/24/20	Lea Malarae	Digitally signed by Lea Malarae Date: 2020.06.24 08:45:38 -04'00'
Date	Requestor's Signature		Date	Finance Approval Signature	
6/23/20	Nancy Bunt	Digitally signed by Nancy Bunt Date: 2020.06.23 14:06:04 -04'00'	6/30/20	Lora Howell	Digitally signed by Lora Howell Date: 2020.06.30 13:06:57 -04'00'
Date	Department Director's Signature		Date	Deputy Fin. Director's Signature	
			Date	Finance Director's Signature	

FINANCE USE ONLY:

Date Entered: Entered By: Group #:



Legislation Details (With Text)

File #:	20-377	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	6/24/2020	In control:		Cocoa Redevelopment Agency	
On agenda:	7/8/2020	Final action:			
Title:	Approve a budget transfer (BAF#20-083-T) in the amount of \$1,130 and approve Change Order #1 to Purchase Order # 75436 for the Cocoa Village Post Office lease payments to cover the required payments for the remainder of Fiscal Year 2020.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	75436.pdf CO#1 to PO 75436.pdf BAF 20-083-T -CS-Post Office Lease (7-8-20) CRA 20-377.pdf				

Date	Ver.	Action By	Action	Result
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COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 24, 2020
Agenda Date: July 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Approve a budget transfer (BAF#20-083-T) in the amount of \$1,130 and approve Change Order #1 to Purchase Order # 75436 for the Cocoa Village Post Office lease payments to cover the required payments for the remainder of Fiscal Year 2020.

BACKGROUND:

During the budget planning process for Fiscal Year 2020, funds were budgeted incorrectly for the Cocoa Village Post Office lease payments. To correct the deficit, a budget transfer in the amount of \$1,130 is necessary to pay the September payment to Cocoa Village Partners for the lease of the Cocoa Village Post Office. Additionally, a change order is necessary to Purchase Order #75436 in the amount of \$1,130.

The Cocoa Village Post Office lease is in the 5th year of a five-year agreement between the Cocoa Village Partners and Cocoa CRA. Staff will be bringing a new lease agreement before the Cocoa CRA before the agreement expires on October 30, 2020.

Therefore, Staff is requesting approval of a budget transfer and Change Order #1 to Purchase Order 75436 in the amount of \$1,130 for the Cocoa Village Post Office lease.

BUDGETARY IMPACT:

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

BAF#20-083-T

Amount Requested \$1,130
Account Number 110-3230-559-44-00
Account Name Rentals and Leases

Source of Funds: Cocoa CRA Contingency

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

Change Order Amount \$ 1,130

Original Purchase Order 75436
Original P.O. Amount \$70,400

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date 0
Total amount in change orders to date \$0

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a budget transfer (BAF#20-083-T) in the amount of \$1,130 and approve Change Order #1 to Purchase Order # 75436 for the Cocoa Village Post Office lease payments to cover the required payments for the remainder of Fiscal Year 2020.

PURCHASE ORDER



City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 75436

MUST BE SHOWN ON DELIVERY TICKET,
INVOICE, AND STATEMENT

VENDOR NO.: 8803
VENDOR FAX NO.:
VENDOR PH NO.: 321-631-8039

DATE 10/18/2019
DATE REQUIRED 9/30/2020

COCOA VILLAGE PARTNERS, INC.
600 FLORIDA AVENUE SUITE
COCOA FL 32922

DELIVER TO:

City of Cocoa
COMMUNITY SERVICES
65 STONE STREET
COCOA FL 32922

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

BUYER/REQ. #
DK

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	59240.00	SUM	POST OFFICE LEASE (YEAR 5 OF 5) REQ # 0000039332 The month of October is billed at \$4,936.66. Additional increase of 3% per month will be billed for the months of November through September. Pursuant to Section 4.0 of the Amended Lease Agreement: 4.0 Rent Adjustments. During the first three (3) years of the Lease, rent will be fixed as stated in paragraph 3 above. Rent will increase by three percent (3%) in year four(4), and another three percent (3%) in year five(5). At the commencement of any renewal option exercised by Tenant of this Lease, in each additional year, the Rent will be increased by three percent (3%) over the previous year. In accordance with this section, Tenant shall enjoy the use of the Premises without rent increase until November 1, 2018.	1.0000	59240.00
2	10800.00	SUM	CAM (YEAR 5 OF 5) REQ # 0000039332	1.0000	10800.00
				TOTAL	70040.00

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

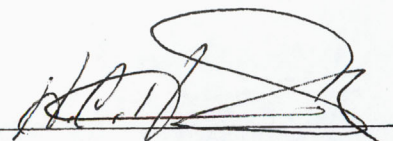
ACCOUNT NUMBER

SEE TABLE
CITY OF COCOA

MAIL INVOICES TO: or E-MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

accountspayable@cocoafl.org


Purchasing Agent

PURCHASE ORDER



City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 75436

MUST BE SHOWN ON DELIVERY TICKET,
INVOICE, AND STATEMENT

VENDOR NO.: 8803
VENDOR FAX NO.:
VENDOR PH NO.: 321-631-8039

DATE 10/18/2019
DATE REQUIRED 9/30/2020

COCOA VILLAGE PARTNERS, INC.

DELIVER TO:

City of Cocoa

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

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
	REQ. NBR	DATE	ACCOUNT NUMBER	PROJECT	AMOUNT
	0000039332	10/03/2019	11032305594400		59240.00
	DNILES/CN/110				
	0000039332	10/03/2019	11032305594600		10800.00
	DNILES/CN/110				

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

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CITY OF COCOA

MAIL INVOICES TO: or E-MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

10. **TAXES:** The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES:** Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or

the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION:** Seller warrants that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

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

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

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

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

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

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

19. **FISCAL YEAR FUNDING APPROPRIATION:** (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

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

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

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

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

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

CHANGE ORDER REQUEST FORM

SELECT CHANGE ORDER TYPE:

- | | | |
|-------------------------------------|---|-------|
| ☒ | GENERAL | |
| ☐ | CONSTRUCTION-----Assigned Project # Required: | _____ |
| ☐ | CONSTRUCTION CONTINGENCY----Resolution # Required: | _____ |
| | Amount Approved: _____ Balance Remaining: | _____ |
| ☐ | TASK ORDER -----Assigned Task Order # Required: | _____ |
| ☐ | TASK ORDER AMENDMENT-----Amendment # Required: | _____ |

Date: 06/24/20

New Requ #:

41078

Change Requisition Number #

1

Name of Requestor
completing this form:

C. Neuterman

The logo for Cocoa, Florida, is centered on the page. It features a light green outline of the state of Florida. Overlaid on the map are several tropical elements: a palm tree in the upper left, a yellow sun with rays in the background, a sailboat on the water in the lower right, and a bunch of pineapples in the center. To the right of the map, the word 'COCOA' is written in large, green, stylized capital letters, and the word 'FLORIDA' is written below it in smaller, brown, capital letters.

C. Neuterman



Original Purchase Order Amount	\$ 70,400.00
Change Order # 1 Amount	1,130.00
Change Order # 2 Amount	
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	\$ 71,530.00

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
Cocoa Village Partners	39332	75436	\$ 70,400.00

REASON FOR CHANGE (Click box(s) to select):

☐ Correct Freight Cost	☐ Cancel Line Item
☐ Correct Unit Cost	☒ Add Additional Money
☐ Correct Account	☐ Add/Delete/Change Project #
☐ Correct Quantity	☐ Liquidate Money
☐ Add Line Item	☐ Cancel Entire PO

- ☐ Correct Freight Cost
 - ☐ Correct Unit Cost
 - ☐ Correct Account
 - ☐ Correct Quantity
 - ☐ Add Line Item
 - ☐ Cancel Line Item
 - ☒ Add Additional Money
 - ☐ Add/Delete/Change Project #
 - ☐ Liquidate Money
 - ☐ Cancel Entire PO

☐ Other-Explain:

Please make correction(s) to original PO as listed below:

[illegible]

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #.

\$	1,130.00
----	----------

CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQUIRED

Change Order Justification:

The current PO does not have enough funds to cover the September payment to Cocoa Village Partners, Inc.

*****Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition folder. *****



City of Cocoa Budget Adjustment Form FY 2020 - 20-083-T

Approved 07/13
Revised eform 10/2/19 - IT



Legislation Details (With Text)

File #:	20-387	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	6/26/2020	In control:		Cocoa Redevelopment Agency	
On agenda:	7/8/2020	Final action:			
Title:	Approve a Professional Services Task Order for Architectural Design Standards for new development and redevelopment for the Cocoa CRA in the amount of \$59,465.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Agenda 19-104 Professional Services Agreement Agenda.pdf AGREEMENT.pdf Cocoa Village Design Standards Scope_062520.pdf COI - Copy.pdf TO-SME-2020-02 \$59465 - CS.pdf Track Sheets.pdf				

Date	Ver.	Action By	Action	Result
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COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 26, 2020
Agenda Date: July 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Approve a Professional Services Task Order for Architectural Design Standards for new development and redevelopment for the Cocoa CRA in the amount of \$59,465.

BACKGROUND:

In the Fiscal Year 2020 Cocoa CRA Budget, a line item for Architectural Design Services was budgeted to potentially establish standards on future development and redevelopment in the Cocoa CRA and Cocoa Village. Staff met with S&ME, Inc. (S&ME) to discuss the scope of work and the City's current Form-Based-Code to determine how to proceed.

S&ME presented a proposal to create standards for architectural design for the Cocoa CRA. The proposal outlines the scope of work as detailed below:

- Task 1 - Project Kickoff and Tour
 - 1.1 - Kick-Off meeting with staff
 - 1.2 - Kick-Off meeting with the Cocoa CRA board members
 - 1.3 - Tour of Cocoa Village and the Cocoa CRA

- Task 2 - Architectural Design Standards Draft
 - Review of current Form-Based-Code to determine current provisions
 - Review past historic structure surveys
 - Design standards will address the following:
 - Building form
 - Architectural styles
 - Building frontage
 - Building height
 - Façade modulation
 - Entrances
 - Fenestration (doors and windows)
 - Building materials and colors
 - Roof design
 - Service areas
- Task 3 - Review of Draft Document
 - 3.1 - CRA Board Review
 - 3.2 - Public Input (presented to public or stakeholders group meeting)
- Task 4 - Adoption Hearings
 - Proposed amendments will be presented to the Cocoa CRA, Planning and Zoning and City Council at one (1) meeting each.
 - The proposed amendments will require a second public hearing before City Council for final adoption.
 - Once adopted, a final set of the revisions will be presented to the City.

S&ME has an agreement with the City to provide Professional Planning Consultant Services. The agreement was approved by Council on March 13, 2019 (Item VII.6) and is good until March 17, 2021, with renewal options through March 2022.

Staff requests approval of this Professional Services Task Order to evaluate and create architectural design standards for the Cocoa CRA in the amount of \$59,465.

BUDGETARY IMPACT:

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

Amount Requested	<u>\$59,465</u>
Account Number	<u>110-3230-559-31-00</u>
Account Name	<u>Professional Services</u>

Source of Funds: Cocoa CRA

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Professional Services Task Order for Architectural Design Standards for new development and redevelopment for the Cocoa CRA in the amount of \$59,465.



Legislation Text

File #: 19-104, Version: 1

CITY COUNCIL AGENDA ITEM

Memo Date: March 5, 2019
Agenda Date: March 13, 2019
Prepared By: John A. Titkanich, Jr., AICP, ICMA-CM
Through: N/A

Requested Action:

Approve a multi-year Professional Services Agreement between the City of Cocoa and S&ME, Inc. to provide professional planning services on a task order basis as well as approve a budget amendment to transfer funds from 001-1600-513.39-00 (Contingency) to Community Services 001-3200-515.31-00 (Professional Services) and 001-3200-515.34-00 (Contract Services) for professional planning services and contract building services.

BACKGROUND:

The Community Services Department is currently operating with staffing shortages in both the Planning and Zoning and Building and Permitting Divisions and these staffing issues are creating customer services concerns.

The Planning and Zoning Division has experienced staff turnover resulting in a backlog in addressing land development applications. The Senior Planner position has been advertised since January 2019 and just this past week Community Services interviewed its first qualified candidate. To alleviate this backlog, staff is requesting to enter into a multi-year professional services agreement between the City and S&ME, Inc. for professional planning services.

Council should also note that City staff is entering into a contract with S&ME, Inc. with a limited scope of services to complete the analysis and evaluation required to bring the City's Comprehensive Plan Amendments into statutory compliance based on statutory changes since the City adopted its current Comprehensive Plan. Land Design Innovations, Inc. (LDI) was acquired by S&ME, Inc. and LDI previously prepared the City's 2008 Evaluation and Appraisal Report and assisted the City in a substantial re-write of the City's adopted 2010-2020 Comprehensive Plan. Currently, the East Central Florida Regional Planning Council is under contract to implement grants secured by the City from the Florida Department of Environmental Protection and the Department of Economic Opportunity related to developing a resiliency action plan for the City which includes analyzing and recommending proposed comprehensive plan amendments to address Peril of Flood requirements. S&ME will coordinate with staff and the ECFRPC and address other statutory changes and develop comprehensive plan amendments required.

Based on the best interests of the City, taking into consideration S&ME staff's familiarity with the City's adopted Comprehensive Plan, to alleviate the current backlog and augment staff processing various land development applications and or amendments to its land development regulations, and

to do so in as an expeditious manner as possible to enhance our level of service to customers, staff is requesting to retain S&ME to provide, on a task order basis, professional planning services to support the City's Planning and Zoning Division which is currently staffed with only our Planning and Zoning Manager.

The City is currently recruiting, reviewing applications and interviewing to hire a Senior Planner. In addition, the City is freezing the Economic Development Manager position to unfreeze and hire an additional Planner with ideally a functional specialization in long-range planning, sustainability and resiliency planning, and special planning projects. Staff conducted a survey of Brevard County municipalities with economic development staff, and the survey revealed that of the three that have economic development they each employ one staff person responsible for economic development activities. In 2002, when the Office of Economic Development was first created, the City was facing a declining population and tax base and little to no development interest in the City. Since, the City has successfully attracted residential, commercial and industrial development and redevelopment. Interest and a desire to develop in the City, post Great Recession, exists as evidenced by the number of land development applications and inquiries from the business and development community. The City employs an Economic Development Specialist that is responsible for business recruitment, attraction and retention. However, if the City does not have adequate planning staff to process and respond to development interest and applications than that interest will wane. Thus, to ensure the City can effectively and timely respond to and process development applications, an appropriate level of planning staff is necessary. The City also reclassified the Housing Program Coordinator position, which primarily managed the Hardest Hit Program that is no longer funded, to a Development Coordinator to provide support and assist both the Planning and Zoning and Building and Permitting divisions. Recruiting a Senior Planner and Planner will still require the augmentation of professional planning services until those positions are filled and the division is operating more effectively.

The City has been recruiting a qualified Plans Examiner since July 2018 and has been relying on the provision of contract services with a firm to conduct plans examination and building inspection services. While staff is reclassifying the position to recruit a Building Inspector/Plans Examiner, the City continues to need to augment services through a private contractor to provide building and permitting services. Following the hiring of the City's Building Official in January 2019, the Building and Permitting Division is operating more effectively and processing building permits in a timelier manner. However, with the recent approval of new subdivisions the workload is increasing and the need for private provider services remains until the Building Inspector/Plans Examiner position is filled.

"Time is money," especially in the development industry. If the City of Cocoa continues the same course, the once "Open for Business" philosophy can be harmed irreparably, and businesses and development will seek opportunities elsewhere. The City has longed prided itself on maintaining the integrity of the public review process while efficiently and streamlining its development review process. Our customers, especially contractors and developers, have been extremely patient and understanding in light of staffing needs for the City, but the need is to act now to send the message the City is still "Open for Business."

STRATEGIC PLAN CONNECTION:

Fiscally Sustainability Goal 3 provides for the continuous increase in organizational efficiency and

effectiveness. Economic Development Goals 1 and 2 call for the City to attract private capital investment to increase the City's tax base and recruit new business and industry that will also result in job creation. The inability to efficiently, effectively and timely process development plans and permits will affect future growth and revenues.

BUDGETARY IMPACT:

Budgeted _____ No
If not budgeted, is amendment/transfer attached? _____ Yes

Budget Amendment Form # 2019-065

Amount Requested \$25,000
Account Number 001-3200-515.31-00
Account Name Professional Services

Amount Requested \$40,000
Account Number 001-3200-515.34-00
Account Name Contract Services

Source of Funds: _____ State Revolving Loan
_____ Other Loan Source:_____
_____ Grant Source:_____
_____ Bond:_____
_____ Reserves Source:_____
_____ X Transfer Acct #: 001-1600-513.39-00 (GF Contingency)

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

Change Order Amount \$40,000

Original Purchase Order 73666
Original P.O. Amount \$12,000

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date 1
Total amount in change orders to date \$8,000

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a multi-year Professional Services Agreement between the City of Cocoa and S&ME, Inc. to provide professional planning services on a task order basis as well as approve a budget amendment

to transfer funds from 001-1600-513.39-00 (Contingency) to Community Services 001-3200-515.31-00 (Professional Services) and 001-3200-515.34-00 (Contract Services) for professional planning services and contract building services.

Per Charlene Neuterman on 02/10/2020 @ 11:44 AM

"there was no RFQ number.

The agenda that was attached was completed by the CM and he based it on the experience the SM&E has with our Comp plan and other planning Division activities."

3. Approve on First Reading Ordinance No. 02-2019: Amending City Code of Ordinances: Chapter 3.5 Alarm Systems, Alarm Fees, Penalties, Chapter 6-502 Owners to Post Numbers, Chapter 13.5 Outdoor Fires and Chapter 20 Traffic (fire lane). (19-84). (Fire Chief)

- **Approved. Advertisement for Second Reading to be handled by the City Clerk's office.**

MULTI-YEAR CONTRACTS:

4. Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing City of Daytona Beach Contract No. 0118-2600 Effective February 7, 2019 through February 6, 2020. (19-64). (Utilities Director)

- **Approved.**

5. Approve a Multi-Year Continuing Service Agreement for Professional Services with Stantec Consulting Services, Inc. waiving the competitive bid process, in accordance with Section 15.4 of the Financial Operation Manual, as being in the best interest of the City. (19-96). (Finance Director)

- **Approved. Final Agreement to be executed and distributed as necessary.**

6. Approve a multi-year Professional Services Agreement between the City of Cocoa and S&ME, Inc. to provide professional planning services on a task order basis as well as approve a budget amendment to transfer funds from 001-1600-513.39-00 (Contingency) to Community Services 001-3200-515.31-00 (Professional Services) and 001-3200-515.34-00 (Contract Services) for professional planning services and contract building services. (19-104). (City Manager)

- **Approved. Resolution and Budget Amendment to be executed and distributed as necessary and the Final Agreement to be executed and distributed and necessary.**

7. Approve a multi-year Agreement and lease with the Florida Historical Society to lease real property located at 2201 Michigan Ave., Cocoa, Florida 32926 (Brevard Museum site) owned by the City and approve a previously executed lease

**AGREEMENT FOR
PROFESSIONAL PLANNING CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into this 18th day of March 2019, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **S&ME, Inc.**, a North Carolina corporation authorized to conduct business in the State of Florida, whose address is 2724 Discovery Drive, Suite 120, Raleigh, NC 27616, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related, professional planning consulting services from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes*; and

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the second (2nd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to one (1) additional one-year renewal. Such an extension shall only be by written amendment to this Agreement.

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

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

- a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Consultant" shall mean S&ME, Inc., a foreign corporation, and its principals, employees, resident project representatives (and assistants).

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform professional planning consulting services on a "task" basis. In general, such services may include, but not be limited to, project-by-project plans review and communication with City staff, applicants, and the public on applicable projects. **A general Scope of Work, i.e., a broad list of the services that may be provided by Consultant with a corresponding rate schedule is attached hereto as Exhibit "A."** The services to be performed pursuant to each Task Order shall fall within the general Scope of Work attached hereto as Exhibit A. When the City desires to enter into a specific Task Order, the City will

communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant for the first year of this Agreement, through April 30, 2020, are set forth in EXHIBIT "A," which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

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

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

5.3 Witness Services. For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant shall be bound by any attorney-work product public records exemption laws and rules.

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

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

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

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

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

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

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

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

overpayment.

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to

the City for the minimum amount of \$1,000,000 as the combined single limit per claim and \$1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant, and with a deductible not greater than \$5,000.00.

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

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating

service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

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

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

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

Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

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

d. Consultant has committed any act of fraud or any other unlawful act upon the City or another party; or

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Consultant:

S&ME, Inc.
Attention: Patricia Tyjeski, Planning Group Leader
1615 Edgewater Drive, Suite 200
Orlando, FL 32804
(407) 975-1273

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Consultant shall indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, to the extent arising out of or resulting from the negligent acts,

errors or omissions of the Consultant in performance or non-performance of this Agreement, except for injuries and damages caused by the negligence of the City.

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

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement.

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

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting,

noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

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

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the

Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

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

CITY:
CITY OF COCOA *

CONSULTANT:

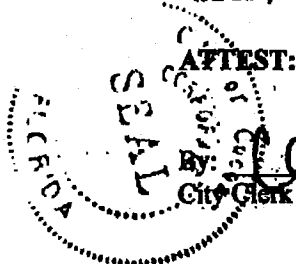
By: *John A. Titkanich, Jr.*

By: *Leonard E. Lewis, Jr.*

Print Name/Title: John A. Titkanich, Jr.
AICP, ICMA-CM

Print Name/Title: LEONARD E. LEWIS, JR.
VICE PRESIDENT

ATTEST:



By: *Laine Murray*
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

EXHIBIT A
GENERAL SCOPE OF WORK/RATE SCHEDULE

The Consultant will provide task-oriented, on-call planning and project review services as requested by the City on a project-by-project basis. Consultant Services will include, but are not limited to:

- Responding to applicant questions through email and telephone calls. If needed, attend project meetings with the City and/or applicant during application review.
- Review applications and submittals for completeness and substance, including compliance with the City's Comprehensive Plan, City Code, and other applicable policies.
- Prepare comment response letters as needed.
- Coordinate with all City departments and outside agencies for application comments and responses.
- Prepare draft staff reports for the Community Services Department and modify and finalize such staff reports after incorporating comments from applicable City departments.
- Coordinate with the City on the timing and content of all public notices and legal advertisements.
- Attend and represent the City at public hearings as necessary.
- Provide the City with copies of all correspondence for the project file.

Schedule of Hourly Rates
Classification/ Hourly Rates

Principal / Sr. Project Manager / Project Manager / Design Manager	\$ 135.00 to \$ 285.00
Professional Engineer / Landscape Architect / Planner	\$ 90.00 to \$ 160.00
Intern Engineer / Intern Landscape Architect / Intern Planner	\$ 90.00 to \$ 130.00
Registered Land Surveyor / Survey Manager	\$ 110.00 to \$ 200.00
Survey Coordinator	\$ 100.00 to \$ 135.00
One Man Survey Crew *	\$ 135.00 to \$ 160.00
Two Man Survey Crew *	\$ 140.00 to \$ 190.00
Three Man Survey Crew *	\$ 180.00 to \$ 230.00
CAD Technician / GIS Analyst / Survey Technician /	
Designer / Transportation Technician / Technician or RPR	\$ 55.00 to \$ 170.00
Administrative	\$ 65.00 to \$ 110.00

*Rates vary with personnel and location



Legislation Text

File #: 19-104, Version: 1

CITY COUNCIL AGENDA ITEM

Memo Date: March 5, 2019
Agenda Date: March 13, 2019
Prepared By: John A. Titkanich, Jr., AICP, ICMA-CM
Through: N/A

Requested Action:

Approve a multi-year Professional Services Agreement between the City of Cocoa and S&ME, Inc. to provide professional planning services on a task order basis as well as approve a budget amendment to transfer funds from 001-1600-513.39-00 (Contingency) to Community Services 001-3200-515.31-00 (Professional Services) and 001-3200-515.34-00 (Contract Services) for professional planning services and contract building services.

BACKGROUND:

The Community Services Department is currently operating with staffing shortages in both the Planning and Zoning and Building and Permitting Divisions and these staffing issues are creating customer services concerns.

The Planning and Zoning Division has experienced staff turnover resulting in a backlog in addressing land development applications. The Senior Planner position has been advertised since January 2019 and just this past week Community Services interviewed its first qualified candidate. To alleviate this backlog, staff is requesting to enter into a multi-year professional services agreement between the City and S&ME, Inc. for professional planning services.

Council should also note that City staff is entering into a contract with S&ME, Inc. with a limited scope of services to complete the analysis and evaluation required to bring the City's Comprehensive Plan Amendments into statutory compliance based on statutory changes since the City adopted its current Comprehensive Plan. Land Design Innovations, Inc. (LDI) was acquired by S&ME, Inc. and LDI previously prepared the City's 2008 Evaluation and Appraisal Report and assisted the City in a substantial re-write of the City's adopted 2010-2020 Comprehensive Plan. Currently, the East Central Florida Regional Planning Council is under contract to implement grants secured by the City from the Florida Department of Environmental Protection and the Department of Economic Opportunity related to developing a resiliency action plan for the City which includes analyzing and recommending proposed comprehensive plan amendments to address Peril of Flood requirements. S&ME will coordinate with staff and the ECFRPC and address other statutory changes and develop comprehensive plan amendments required.

Based on the best interests of the City, taking into consideration S&ME staff's familiarity with the City's adopted Comprehensive Plan, to alleviate the current backlog and augment staff processing various land development applications and or amendments to its land development regulations, and

to do so in as an expeditious manner as possible to enhance our level of service to customers, staff is requesting to retain S&ME to provide, on a task order basis, professional planning services to support the City's Planning and Zoning Division which is currently staffed with only our Planning and Zoning Manager.

The City is currently recruiting, reviewing applications and interviewing to hire a Senior Planner. In addition, the City is freezing the Economic Development Manager position to unfreeze and hire an additional Planner with ideally a functional specialization in long-range planning, sustainability and resiliency planning, and special planning projects. Staff conducted a survey of Brevard County municipalities with economic development staff, and the survey revealed that of the three that have economic development they each employ one staff person responsible for economic development activities. In 2002, when the Office of Economic Development was first created, the City was facing a declining population and tax base and little to no development interest in the City. Since, the City has successfully attracted residential, commercial and industrial development and redevelopment. Interest and a desire to develop in the City, post Great Recession, exists as evidenced by the number of land development applications and inquiries from the business and development community. The City employs an Economic Development Specialist that is responsible for business recruitment, attraction and retention. However, if the City does not have adequate planning staff to process and respond to development interest and applications than that interest will wane. Thus, to ensure the City can effectively and timely respond to and process development applications, an appropriate level of planning staff is necessary. The City also reclassified the Housing Program Coordinator position, which primarily managed the Hardest Hit Program that is no longer funded, to a Development Coordinator to provide support and assist both the Planning and Zoning and Building and Permitting divisions. Recruiting a Senior Planner and Planner will still require the augmentation of professional planning services until those positions are filled and the division is operating more effectively.

The City has been recruiting a qualified Plans Examiner since July 2018 and has been relying on the provision of contract services with a firm to conduct plans examination and building inspection services. While staff is reclassifying the position to recruit a Building Inspector/Plans Examiner, the City continues to need to augment services through a private contractor to provide building and permitting services. Following the hiring of the City's Building Official in January 2019, the Building and Permitting Division is operating more effectively and processing building permits in a timelier manner. However, with the recent approval of new subdivisions the workload is increasing and the need for private provider services remains until the Building Inspector/Plans Examiner position is filled.

"Time is money," especially in the development industry. If the City of Cocoa continues the same course, the once "Open for Business" philosophy can be harmed irreparably, and businesses and development will seek opportunities elsewhere. The City has longed prided itself on maintaining the integrity of the public review process while efficiently and streamlining its development review process. Our customers, especially contractors and developers, have been extremely patient and understanding in light of staffing needs for the City, but the need is to act now to send the message the City is still "Open for Business."

STRATEGIC PLAN CONNECTION:

Fiscally Sustainability Goal 3 provides for the continuous increase in organizational efficiency and

effectiveness. Economic Development Goals 1 and 2 call for the City to attract private capital investment to increase the City's tax base and recruit new business and industry that will also result in job creation. The inability to efficiently, effectively and timely process development plans and permits will affect future growth and revenues.

BUDGETARY IMPACT:

Budgeted
If not budgeted, is amendment/transfer attached? No
Yes

Budget Amendment Form # 2019-065

Amount Requested \$25,000
Account Number 001-3200-515.31-00
Account Name Professional Services

Amount Requested \$40,000
Account Number 001-3200-515.34-00
Account Name Contract Services

Source of Funds: ☐ State Revolving Loan
 ☐ Other Loan Source:
 ☐ Grant Source:
 ☐ Bond:
 ☐ Reserves Source:
 ☒ Transfer Acct #: 001-1600-513.39-00 (GF Contingency)

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

Change Order Amount \$40,000

Original Purchase Order 73666
Original P.O. Amount \$12,000

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date 1
Total amount in change orders to date \$8,000

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a multi-year Professional Services Agreement between the City of Cocoa and S&ME, Inc. to provide professional planning services on a task order basis as well as approve a budget amendment

to transfer funds from 001-1600-513.39-00 (Contingency) to Community Services 001-3200-515.31-00 (Professional Services) and 001-3200-515.34-00 (Contract Services) for professional planning services and contract building services.

Per Charlene Neuterman on 02/10/2020 @ 11:44 AM

"there was no RFQ number.

The agenda that was attached was completed by the CM and he based it on the experience the SM&E has with our Comp plan and other planning Division activities."

3. Approve on First Reading Ordinance No. 02-2019: Amending City Code of Ordinances: Chapter 3.5 Alarm Systems, Alarm Fees, Penalties, Chapter 6-502 Owners to Post Numbers, Chapter 13.5 Outdoor Fires and Chapter 20 Traffic (fire lane). (19-84). (Fire Chief)

- **Approved. Advertisement for Second Reading to be handled by the City Clerk's office.**

MULTI-YEAR CONTRACTS:

4. Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing City of Daytona Beach Contract No. 0118-2600 Effective February 7, 2019 through February 6, 2020. (19-64). (Utilities Director)

- **Approved.**

5. Approve a Multi-Year Continuing Service Agreement for Professional Services with Stantec Consulting Services, Inc. waiving the competitive bid process, in accordance with Section 15.4 of the Financial Operation Manual, as being in the best interest of the City. (19-96). (Finance Director)

- **Approved. Final Agreement to be executed and distributed as necessary.**

6. Approve a multi-year Professional Services Agreement between the City of Cocoa and S&ME, Inc. to provide professional planning services on a task order basis as well as approve a budget amendment to transfer funds from 001-1600-513.39-00 (Contingency) to Community Services 001-3200-515.31-00 (Professional Services) and 001-3200-515.34-00 (Contract Services) for professional planning services and contract building services. (19-104). (City Manager)

- **Approved. Resolution and Budget Amendment to be executed and distributed as necessary and the Final Agreement to be executed and distributed and necessary.**

7. Approve a multi-year Agreement and lease with the Florida Historical Society to lease real property located at 2201 Michigan Ave., Cocoa, Florida 32926 (Brevard Museum site) owned by the City and approve a previously executed lease



June 25, 2020

Charlene Neuterman
Community Services Deputy Director
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Sent Via Email: cneuterman@cocoafl.org

**RE: Cocoa Village Architectural Design Standards
Cocoa, FL**

Dear Ms. Neuterman:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to the City of Cocoa to provide professional planning services to develop architectural design standards for new development and redevelopment of buildings within Cocoa Village. Based on our conference call on June 23, 2020, we understand the City has a Form-Based Code for that area but needs assistance in establishing standards for buildings to maintain the historic and architectural character of Cocoa Village.

❖ **SCOPE OF WORK:**

The following scope of services will be undertaken by S&ME to assist the City in creating the architectural design standards.

Task 1 – Project Kickoff and Tour

This phase will consist of the following:

- 1.1. Kick-Off Meeting with City Staff:** A virtual kick off meeting with staff will be held at the beginning of the project in order to review the work plan, timelines, and process details. At this meeting, S&ME will discuss with Staff the data necessary to complete the project.
- 1.2. Kick-Off Meeting with the CRA Board:** A virtual kick off meeting will be held with the CRA Board in order to review the scope and listen to their issues, ideas and concerns regarding the architectural and aesthetics of buildings within the Village.
- 1.3. Cocoa Village Tour:** The S&ME team will spend half a day in the Village taking photographs and familiarizing themselves with the variety of building currently present in the district. Members of City Staff or the CRA are welcome to join us in this exercise; however, social distancing precautions will be taken.

Task 2 – Architectural Design Standards Draft

The S&ME Team will review the current Form-Based Code for this area to determine which provisions have already been addressed in that document and if any portions need to be addressed/modified. We will also review past historic structure surveys conducted for this area to determine prevalent architectural

City of Cocoa

Cocoa Village Architectural Design Standards

styles and themes, age of buildings, and level of modifications done over the years.

The S&ME Team will develop a draft architectural design standards document containing narrative and graphics addressing the following:

- Building Form (massing, scale - some overlap with Form-Based Code)
- Architectural Styles
- Building Frontage (some overlap with Form-Based Code)
- Building Height (some overlap with Form-Based Code)
- Façade modulation
- Entrances
- Fenestration (doors and windows)
- Building Materials and Colors
- Roof Design
- Service Areas

Task 3 – Review of Draft Document

3.1. CRA Board Review: S&ME will present the proposed regulations at a CRA Board meeting for review and comment. S&ME will conduct one (1) set of revisions based on the input received from the Board.

3.2. Public Input: S&ME will present the draft document to the general public, or a stakeholders group, to address questions and comments.

Task 4 – Adoption Hearings

S&ME will present the architectural design standards to the CRA Board, Planning & Zoning Board (P&Z) and the City Council as follows:

- a. S&ME will prepare a PowerPoint presentation and will submit to staff for review.
- b. S&ME will make one (1) set of revisions to the PowerPoint based on staff comments.
- c. S&ME will present the proposed amendments to the CRA, P&Z and City Council at one (1) public hearing each.
- d. S&ME will attend a second public hearing before the City Council for final adoption of the standards.
- e. S&ME will conduct one (1) final set of revisions based on the Council's direction and will submit a final PDF and background files to staff.

❖ FEE SCHEDULE:

The estimated fee for the project shall be a lump sum of \$59,465 including direct costs. Any tasks requested by the City not listed in this scope will be billed hourly.

City of Cocoa

Cocoa Village Architectural Design Standards

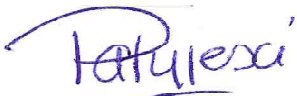
❖ **STANDARD TERMS AND CONDITIONS**

Unless otherwise indicated, S&ME will perform this scope of services as described in the Professional Services agreement dated March 18, 2019.

Again, thank you for the opportunity to submit this proposal. We look forward to working with you on this exciting project. If this proposal is acceptable, please sign both copies and return one to our office.

Sincerely,

S&ME, INC.



Patricia Tyjeski, AICP
Planning Group Leader

AGREED BY:

_____	_____
Name	Date

_____	_____
Title	Jurisdiction



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 2108 W. Laburnum Ave Suite 300 PO Box 17370 Richmond VA 23227		CONTACT NAME: Tiffany Davenport PHONE (A/C, No, Ext): 804-678-5026 FAX (A/C, No): 888-751-3010 E-MAIL ADDRESS: tdavenport@mcgriffinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Insurance Company	
		INSURER B: Travelers Property Casualty Co of Amer	
		INSURER C: XL Specialty Insurance Company	
		INSURER D: American Casualty Co of Reading PA	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 361203077 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	6042844344	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BUA6042844313	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	ZUP51M6239519	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC678651782	7/1/2019	7/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			DPR9944512	7/1/2019	7/1/2020	5,000,000 5,000,000 Per Claim Aggregate

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

Umbrella policy extends over General Liability, Automobile Liability and Employers' Liability coverages.

In the event the Company cancels the General Liability, Automobile Liability and Employers' Liability policies for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide ninety (90) days' notice of cancellation of the Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policy.

In the event that the Companies cancel the Professional Liability policy for any statutorily permitted reason other than non-payment of premium, the Companies See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Cocoa
 Attn: Charlene Neuterman
 65 Stone Street
 Cocoa FL 32922

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

K Blanche

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY McGriff Insurance Services		NAMED INSURED S&ME Inc. 1615 Edgewater Drive, Suite 200 Orlando, FL 32804
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

agree to provide thirty (30) days' notice of cancellation of the Policies to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policies.

Project: 527119044 - City of Cocoa Planning Services

City of Cocoa is included as Additional Insured with respect to General Liability and Automobile Liability Coverage.

Embedded Secure Document

The file <https://cocoa.legistar.com/View.ashx?M=F&ID=8646979&GUID=A1F85A69-76FE-4F03-8FA0-E4D4C58AABC1> is a secure document that has been embedded in this document. Double click the pushpin to view.



~ TRACK SHEET ~

Multi-use Continuing Services Agreement Contract - FINANCE DEPARTMENT			
COMMODITY/SERVICE:	Professional Planning Consultant Services	Term: 2 years with ONE (1) Year Renewal Option NTE: Seven (3) Years Consecutive.	
VENDOR/CONTRACTOR:	S&ME, INC. ATT: Patricia Tyjeski, Planning Group 1615 Edgewater Drive, Suite-200 Orlando, FL 32804 Ph: 407-975-1273	EXPIRES: 03/17/2021	
Department Name:	CITY MANAGER		
Department Requestor	CITY MANAGER	Balances Verified By: Tammy Eastburn Date Verified: 02/10/2020	
VENDOR NUMBER:	10481		
COUNCIL APPROVED:	03/13/2019 VIII.6		
Quote/Bid/Proposal No:	PSA-03-13A-COC		
Total # of Task Orders Issued for this Contract:	2	RENEWALS LEFT - 1	
TERM: Contract Date: 03/18/2019 - 03/17/2021, Approved by Council on Item 03/13/2019 VIII.6 (Multi-Year)		FY2020	
Contract Date: 03/18/2021 - 03/17/2022, Approved by Council on (RENEWAL AVAILABLE)		FY2021	
		FY2022	
PO AMOUNT CURRENTLY ENCUMBERED:		59,800.00	
PO AMOUNT CURRENTLY PAID:		0.00	
TOTAL:		59,800.00	
		Project #	59,800.00 0.00
TASK NO:	TASK DETAILS	Project #	ENCUMB PAID

2020-01	CS-PO#2020-76297-40374 date 03/25/2020 \$59,800 Approved by Council on 03/13/2020	N/A	59,800.00	0.00
	Develop a Parks and open space Maser Plan for the City			
2020-02	CS-PO# date XX/XX/2020 \$59,465 Approved by Council on XX/XX/2020			



Legislation Details (With Text)

File #:	20-380	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	6/24/2020	In control:		Cocoa Redevelopment Agency	
On agenda:	7/8/2020	Final action:			
Title:	Agency direction on the Proposed Fiscal Year 2021 Budget for the Cocoa CRA and prioritize specific projects as listed in the Cocoa CRA Plan Update 2018.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa CRA projects.pdf Cocoa CRA FY21 Proposed Budget.pdf				

Date	Ver.	Action By	Action	Result
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COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 24, 2020
Agenda Date: July 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Agency direction on the Proposed Fiscal Year 2021 Budget for the Cocoa CRA and prioritize specific projects as listed in the Cocoa CRA Plan Update 2018.

BACKGROUND:

To finalize the Cocoa CRA Fiscal Year 2021 Budget, a list of priorities is being presented based on the current Cocoa Community Redevelopment Agency Plan Update of 2018. Since 2018, the Cocoa CRA has been active in completing many of the redevelopment projects listed in the Plan Update. Pursuant to F.S. 163, Part II (the Community Redevelopment Act of 1969), a Redevelopment Plan is necessary to undertake and carry out community redevelopment activities within the CRA.

The Redevelopment Plan identified project activities, costs, and a timeline for completion for the next ten (10) years. To date, the following projects have been, or are nearing completion in 2020:

- T-Dock extension to 250 feet
- Day Slips
- Shoreline Stabilization
- Promenade and Overlooks reconstruction
- 6 Forrest Avenue Entrance Feature
- Underpass beneath SR 520

The projects listed above were funded in part with City, Local, State and Federal funds. These projects are the catalyst to continuing the economic growth of the Cocoa CRA and Cocoa Village. For Fiscal Year 2021, approximately \$900,000 is available for project expenditures. In addition, approximately \$600,000 is available in Cocoa CRA Fund Balance Reserves that could be expended in FY 2021.

A list of projects to be considered in the Fiscal Year 2021 Budget are listed below:

- Redesign and Renovate the existing Cocoa Civic Center
- Fishing Pier at Lee Wenner Park
- Lee Wenner Park Renovation (Parking lot reconfiguration/reconstruction)
- Identify and develop wayfinding package for Cocoa Village (Vehicular/Pedestrian)
 - Work completed in 2015, need an update before final design and construction
- Rosa L. Jones Traffic Circle (Planning, Design and Engineering)
- Municipal parking/shared parking facilities/on-street parking
- Dinghy Dock (design/permitting/construction)

Projects Currently Underway

Earlier this fiscal year the CRA Board approved the submission of two FIND grants for dredging and boat ramp reconstruction with a total cost of \$300,000 and an anticipated construction completion timeline of fiscal year 2021. This would leave \$600,000 available out of FY2021 TIF dollars to complete additional projects. The Cocoa CRA Board has already issued a task order for the conceptual development of additional on-street parking near Orange Street Tower and west of Florida Avenue and an additional task order will be forthcoming (FY 2020) to redevelop the Lee Wenner parking area. Projects currently underway and likely to carryover to FY 2021 are the architectural standards and existing civic center evaluation.

Recommended Projects/Funding

Project	Projected Cost Design		Construction	Grant Funds
Dredging	\$150,000	FY 2021	FY 2021	FIND 50%
Boat Ramps	\$150,000	FY 2021	FY 2021	FIND 50%
Parking/Pedestrian Wayfinding	\$300,000	FY 2016	FY 2021	
Parking Space Expansion	\$300,000	FY 2021	FY 2021	

It is also recommended that the fund balance be retained in the event a project cost overruns or there is an option to proceed forward with the Lee Wenner Fishing Pier project. Staff is working with FIND to determine if an out of cycle grant could be considered or design/engineering costs could be recovered through the grant cycle next year. This would allow the Cocoa CRA to start work on the project in FY2021 and proceed to construction in FY2022. I would be staff's recommendation to place the remaining \$600,000 available for capital projects in a contingency fund to support the addition of parking spaces/signage in the CRA based on a cost per space analysis.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Agency direction on the Proposed Fiscal Year 2021 Budget for the Cocoa CRA and prioritize specific projects as listed in the Cocoa CRA Plan Update 2018.

PROJECT COSTS AND TIMELINE

Item No.	Project Name	Project Cost	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Beyond
A	WATERFRONT PROJECTS												
A1	Living Breakwater	\$ 4,500,000											
	Total w Design / Eng, Permit & Contingency	\$ 6,345,000											
A2	North Mooring Facility + Pump Out vessel & facilities	\$ 200,000											
A3	Submerged Land Lease Query	\$ 288,000											
	Total w Design / Eng, Permit & Contingency	\$ 288,000											
A4	T Dock w mix of fixed and floating piers + 250' extension. Include floating piers + concrete construction	\$ 670,000											
	Total w Design / Eng, Permit & Contingency	\$ 804,000											
A5	Dinghy Dock	\$ 108,000											
	Total w Design / Eng, Permit & Contingency	\$ 147,960											
A6	Day Slips	\$ 315,000											
	Total w Design / Eng, Permit & Contingency	\$ 415,800											
A7	New Fishing Pier, East Lee Wenner	\$ 225,000											
	Total w Design / Eng, Permit & Contingency	\$ 308,250											
A8	Shoreline Stabilization	\$ 700,000											
	Total w Design / Eng, Permit & Contingency	\$ 819,000											
	SUBTOTAL Waterfront Projects	\$ 9,128,010											
B	Lee Wenner Park												
B1	New Civic Center	\$ 4,200,000											
		\$ 75,000											
	Total w Design / Eng, Permit & Contingency	\$ 5,199,000											
B2	Harbor Master Building	\$ 800,000											
	Total w Design / Eng, Permit & Contingency	\$ 1,480,000											
B3	Lee Wenner Park Renovation	\$ 700,000											
	Design & Engineering	\$ 175,000											
	Total w Design / Eng, Permit & Contingency	\$ 49,000											
		\$ 924,000											
B4	Large Vessel Docking Pier												
	SUBTOTAL Lee Wenner Projects	\$ 7,603,000											
C	Downtown Park												
C1	Taylor Park Renovation	\$ 250,000											
	Total w Design / Eng, Permit & Contingency	\$ 335,000											

PROJECT COSTS AND TIMELINE continued

[illegible]

Fiscal Year	:	:	2020
Budget Level	:	:	CR
Description	:	:	

Account #	FY 2021 COUNCIL REVIEW	Description
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		Misc. Info	
110-0000-338-00-00	SHARED REVENUE LOCAL UNIT		
	1,448,855.00		
00100	FY 20 COUNTY TIF \$584,288 @ 95% 555,073		555,073.00
00200	FY 20 DISTRICT IV REC. \$100,039 @ 95% \$95,037		95,037.00
00300	FY 20 COCOA TIF \$140,622,943 X 5.9790/1000 @ .95%		798,745.00
00400	COCOA BASED ON CURRENT FY19 RATE OF 5.9790		.00
00500	***UPDATED WITH TIF 5-29-20***		.00
	34,875.00		
110-3230-559-12-00	REGULAR SALARIES & WAGES		
00100	AMOUNT POSTED BY PAYROLL BUDGET MODULE		33,459.00
00200	...1 DEPUTY DIRECTOR COMMUNITY SERVICES (15%)		.00
00300	...1 REDEVELOPMENT COORDINATOR (60%)		.00
00400	YEAR-END ACCRUALS		1,416.00
	2,792.00		
110-3230-559-21-00	FICA TAXES		
00100	AMOUNT POSTED BY PAYROLL BUDGET MODULE		2,679.00
00200	YEAR-END ACCRUALS		113.00
	5,514.00		
110-3230-559-22-00	RETIREMENT CONTRIBUTIONS		
00100	AMOUNT POSTED BY PAYROLL BUDGET MODULE		5,290.00
00200	YEAR-END ACCRUALS		224.00
	1,144.00		
110-3230-559-23-00	LIFE/HEALTH INSURANCE		
00100	AMOUNT POSTED BY PAYROLL BUDGET MODULE		1,144.00
00200	...DENTAL		.00
00300	...VISION		.00
00400	...GROUP LIFE		.00
00500	...LONG TERM DISABILITY		.00
	12,260.00		
110-3230-559-23-04	MEDICAL/RX SELF INSURED		
00100	AMOUNT POSTED BY PAYROLL BUDGET MODULE		12,260.00
	60.00		
110-3230-559-24-00	WORKER'S COMPENSATION		
00100	AMOUNT POSTED BY PAYROLL BUDGET MODULE		60.00
	1,800.00		
110-3230-559-27-00	BENEFIT OFFSET		
00100	AMOUNT POSTED BY PAYROLL BUDGET MODULE		1,800.00
	40,000.00		
110-3230-559-31-00	PROFESSIONAL SERVICES		
00100	PROFESSIONAL SERVICES -DESIGN VEHICLE AND		40,000.00
00200	PEDESTRIAN WAYFINDING PACKAGE		.00
	20,000.00		
110-3230-559-31-01	LEGAL EXPENSES		
00100	LEGAL EXPENSES FOR AGENCY COUNSEL		20,000.00
	741,213.00		
110-3230-559-39-00	CONTINGENCY		
00100	CONTINGENCY		741,213.00
	4,321.00		
110-3230-559-40-00	TRAVEL & PER DIEM		
00100	ATTENDANCE AT 2020 FRA CONFERENCE/ACADEMY		.00
00200	STAFF, PLUS 5 CRA AGENCY MEMBERS		.00
00300	JACKSONVILLE - OCT 14-16, 2020		.00
00400	HOTEL = \$199 FOR 3 NIGHTS, PARKING \$5 X 3 DAYS, PD		4,060.00
00500	FRA ACADEMY \$199 X 1 NIGHT, PARKING \$5, PER DIEM		261.00
	200.00		
110-3230-559-42-00	POSTAGE & FREIGHT		
00100	POSTAGE		200.00
	62,202.00		
110-3230-559-44-00	RENTALS AND LEASES		
00100	ORANGE STREET TOWER POST OFFICE		62,202.00
	5,394.00		
110-3230-559-45-00	INSURANCE		
00100	CRA INSURANCE		5,394.00
	15,800.00		
110-3230-559-46-00	REPAIRS & MAINTENANCE		
00100	REPAIR AND MAINTENANCE ORANGE ST. TOWER		5,000.00

Fiscal Year : : : 2020
 Budget Level : : : CR
 Description : : :
 FY 2021 COUNCIL REVIEW

Account #	Description	Budget Amount	Misc. Info	
110-3230-559-47-00	PRINTING & BINDING	00200 POST OFFICE C.A.M.		10,800.00
		500.00		
110-3230-559-49-00	OTHER CHARGES & OBLIG.	00100 PRINTING OF MARKETING MATERIALS		500.00
		500.00		
110-3230-559-51-00	OFFICE SUPPLIES	00100 LEGAL ADVERTISING		500.00
		200.00		
110-3230-559-52-00	OPERATING SUPPLIES	00100 OFFICE SUPPLIES		200.00
		300.00		
110-3230-559-54-00	MEMBERSHIP/PUBLICATIONS	00100 OPERATING SUPPLIES		300.00
		875.00		
		00100 FRA MEMBERSHIP		500.00
		00200 DEO ANNUAL FEES		175.00
		00300 BOOKS AND PUBLICATIONS		200.00
		3,370.00		
110-3230-559-55-00	TRAINING	00100 2020 FRA CONFERENCE X 6 PEOPLE X \$395		2,370.00
		00200 ***STAFF + 5 CRA MEMBERS		.00
		00300 ADDITIONAL TRAINING OPPORTUNITIES		1,000.00
		55,000.00		
110-3230-559-83-00	OTHER GRANTS & AIDS	00100 COMMERCIAL FACADE PROGRAM		50,000.00
		00200 PILOT PAINT PROGRAM		5,000.00
		348,907.00		
110-3230-581-91-01	TRANSFER TO GEN FUND 001	00100 CITY HALL LOAN B PAYMENT		.00
		00200 ...10/20 PRINCIPAL		29,057.00
		00300 ...10/20 INTEREST		24,582.00
		00400 ...4/21 PRINCIPAL		29,602.00
		00500 ...4/21 INTEREST		24,038.00
		00600 FDOT - US1 STREETSCAPE PROJECT REDEVELOPMENT		.00
		00700 ...REVENUE NOTE; LOAN C PAYMENTS		.00
		00800 ...10/20 PRINCIPAL		29,358.00
		00900 ...10/20 INTEREST		16,456.00
		01000 ...4/21 PRINCIPAL		30,019.00
		01100 ...4/21 INTEREST		15,795.00
		01200 RIVERFRONT PARK MAINTENANCE		150,000.00
		01300 ...MAINTENANCE EMPLOYEE'S AND OPERATING)		.00
		91,628.00		
110-3230-581-91-30	GF CAPITAL PROJECTS 301	00100 FDOT LOAN C PAYMENT		.00
		00200 ...10/20 PRINCIPAL		29,358.00
		00300 ...10/20 INTEREST		16,456.00
		00400 ...4/20 PRINCIPAL		30,019.00
		00500 ...4/20 INTEREST		15,795.00
		00600 TRANSFER TO CAPITAL PROJECTS FDOT US1 WIDENING		.00
		00700 INTERFUND TRANSFER FOR INT PAYMENT-EXHIBIT C		.00
		00800 ...INTEREST 10/1		.00
		00900 ...INTEREST 4/1		.00
		01000 BALANCE SHEET ENTRY FOR BUDGETARY AUTHORITY		.00
		01100 ...PRINCIPAL 10/1		.00
		01200 ...PRINCIPAL 4/1		.00
		2,897,710.00		

* Total Accounts for this Budget Level 25



Legislation Details (With Text)

File #: 20-381 **Version:** 1 **Name:**
Type: Informational Item **Status:** Agenda Ready
File created: 6/25/2020 **In control:** Cocoa Redevelopment Agency
On agenda: 7/8/2020 **Final action:**
Title: Informational Item - Project Updates
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 25, 2020
Agenda Date: July 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Informational Item - Project Updates

BACKGROUND:

Cocoa CRA Funded Project Update

Project	Description	Status
	WATERFRONT	
Civic Center	Direction provided to revise scope and review the potential renovation of the current civic center.	In Progress
T-Docks & Day Slips	Project is complete.	Complete
Promenade and Overlook	Project is 95% complete.	95% Complete
Gateway Entry Feature	Minor adjustments to the boat are requested.	95% Complete
Harrison Street	Agency members approved the task order and ISS is working on the project. Agency members will receive notice when the plans have been revised.	Budgeted for FY20 \$75,000

Cocoa Village Architectural Standards	Agency Members, prior to the adoption of the FY 2020 Budget, requested staff review and analyze the potential addition of architectural standards for Cocoa Village.	Budgeted for FY20 \$60,000
Cocoa Village Crosswalks	Bids were received from the second bid and staff will be seeking CRA Board direction on movement forward due to the bid exceeding the budget.	Budgeted for FY20 \$150,000

City Funded Projects within the Cocoa CRA

Street Paving/On Street Parking Increase	Cocoa Village street paving and striping is complete.	Paving 100% Striping 100%

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item - Project Updates



Legislation Details (With Text)

File #: 20-382 **Version:** 1 **Name:**
Type: Informational Item **Status:** Agenda Ready
File created: 6/25/2020 **In control:** Cocoa Redevelopment Agency
On agenda: 7/8/2020 **Final action:**
Title: Informational Item - Budget Updates
Sponsors:
Indexes:
Code sections:
Attachments: [Cocoa CRA Financial Report May 2020.pdf](#)

Date	Ver.	Action By	Action	Result
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COCOA COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 25, 2020
Agenda Date: July 8, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Informational Item - Budget Updates

BACKGROUND:

Staff presents the monthly budget report for the Cocoa CRA.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item - Budget Updates



FY 2020 Budget by Classification Report - Summary Listing

5/31/2020

Target for May 2020 67%

FUND 110 - Cocoa CRA

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
INTERGOVERNMENTAL	\$ 1,348,257		\$ 1,302,670	\$ 45,587	97%
MISCELLANEOUS	\$ 39,027		\$ 35,738	\$ 3,289	0%
OTHER SOURCES/NON REVENUE	\$ 7,114,882		\$ -	\$ 7,114,882	0%
REVENUE TOTALS	\$ 8,502,166		\$ 1,338,408	\$ 7,163,758	16%
EXPENSE					
SALARIES AND BENEFITS	\$ 69,516		\$ 22,396	\$ 47,120	32%
OPERATING EXPENDITURES	\$ 650,884	\$ 95,831	\$ 98,781	\$ 456,272	30%
CAPITAL OUTLAY	\$ 6,975,115	\$ 77,349	\$ 134,706	\$ 6,763,060	3%
GRANTS, AIDS AND OTHER	\$ 806,651	\$ -	\$ 205,593	\$ 601,058	25%
EXPENSE TOTALS	\$ 8,502,166	\$ 173,180	\$ 461,476	\$ 7,867,510	7%
REVENUE TOTALS	\$ 8,502,166	\$ -	\$ 1,338,408	\$ 7,163,758	16%
EXPENSE TOTALS	\$ 8,502,166	\$ 173,180	\$ 461,476	\$ 7,867,510	7%

*TIF Revenue is collected in December each Fiscal Year.

CITY OF COCOA, FLORIDA

FUND 110		CRA COCOA RDA		ACCOUNT DESCRIPTION		***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
ACCOUNT													
330			INTERGOVERNMENTAL REVENUE										
337			GRANTS FROM LOCAL UNITS										
337	**		GRANTS FROM LOCAL UNITS	0	.00	0	.00		0	.00		0	.00
338			SHARED REVENUE LOCAL UNIT	112,354	.00	898,832	1,302,670.00	145	1,348,257	45,587.00			
338	00 00		SHARED REVENUE LOCAL UNIT	112,354	.00	898,832	1,302,670.00	145	1,348,257	45,587.00			
338	**		SHARED REVENUE LOCAL UNIT	112,354	.00	898,832	1,302,670.00	145	1,348,257	45,587.00			
330	***		INTERGOVERNMENTAL REVENUE	112,354	.00	898,832	1,302,670.00	145	1,348,257	45,587.00			
360			MISCELLANEOUS REVENUES										
361			INTEREST & OTHER EARNINGS	0	1,167.17	0	9,720.34		0	9,720.34-			
361	10 00		INTEREST	0	1,167.17	0	9,720.34		0	9,720.34-			
361	**		INTEREST & OTHER EARNINGS	0	1,167.17	0	9,720.34		0	9,720.34-			
362			RENT AND ROYALTIES	3,252	3,252.25	26,016	26,018.00	100	39,027	13,009.00			
362	00 00		RENT AND ROYALTIES	3,252	3,252.25	26,016	26,018.00	100	39,027	13,009.00			
362	**		RENT AND ROYALTIES	3,252	3,252.25	26,016	26,018.00	100	39,027	13,009.00			
364			DISPOSITION FIXED ASSETS										
364	**		DISPOSITION FIXED ASSETS	0	.00	0	.00		0	.00		0	.00
360	***		MISCELLANEOUS REVENUES	3,252	4,419.42	26,016	35,738.34	136	39,027	3,288.66			
380			OTHER SOURCES (NON-REV)										
381			INTERFUND TRANSFER										
91	*		TRANSFER FROM	0	.00	0	.00		0	.00		0	.00
381	**		INTERFUND TRANSFER	0	.00	0	.00		0	.00		0	.00
384			DEBT PROCEEDS	540,608	.00	4,324,864	.00		6,487,300	6,487,300.00			
384	00 00		DEBT PROCEEDS	540,608	.00	4,324,864	.00		6,487,300	6,487,300.00			
384	**		DEBT PROCEEDS	540,608	.00	4,324,864	.00		6,487,300	6,487,300.00			
389			NON OPERATING SOURCES										
99	10		CASH CARRY FORWARD	32,630	.00	240,910	.00		371,427	371,427.00			
99	50		FUND BAL-APPROP. RESERVES	24,550	.00	157,961	.00		256,155	256,155.00			
99	*		BALANCE FORWARD	57,180	.00	398,871	.00		627,582	627,582.00			
389	**		NON OPERATING SOURCES	57,180	.00	398,871	.00		627,582	627,582.00			

CITY OF COCOA, FLORIDA

FUND 110 CRA COCOA RDA											
ACCOUNT		ACCOUNT DESCRIPTION		***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES (NON-REV)										
389	NON OPERATING SOURCES										
380	*** OTHER SOURCES (NON-REV)	597,788	.00				4,723,735	.00		7,114,882 ✓	7,114,882.00
FUND TOTAL CRA COCOA RDA		713,394	4,419.42	1			5,648,583	1,338,408.34 ✓	24	8,502,166 ✓	7,163,757.66

REPORT SELECTIONS

Fiscal Year : 2020
Fund : 110
All Departments
All Divisions
Suppress accounts with zero balances : Y

FUND 110 CRA COCOA RDA											
ELF OBJ	ACCOUNT DESCRIPTION	*****MONTH-TO-DATE*****		*****YEAR-TO-DATE*****							
		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDT
12-00	REGULAR SALARIES & WAGES	3572	1049.75	29	28576	14015.15	49	.00	42866	28850.85	33
12-10	SALARY ADJUSTMENT	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	862.70	0	.00	0	862.70-	0
12 **	REGULAR SALARIES & WAGES	3572	1049.75	29	28576	14877.85	52	.00	42866	27988.15	35
13-00	OTHER SALARIES & WAGES	336	.00	0	2688	1105.35	41	.00	4041	2935.65	27
13 **	OTHER SALARIES & WAGES	336	.00	0	2688	1105.35	41	.00	4041	2935.65	27
14-00	OVERTIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	0	.00	0	0	.00	0	.00	0	.00	0
15-00	SPECIAL PAY	15	.00	0	120	30.00	25	.00	180	150.00	17
15 **	SPECIAL PAY	15	.00	0	120	30.00	25	.00	180	150.00	17
21-00	FICA TAXES	301	81.37	27	2408	1254.38	52	.00	3616	2361.62	35
21 **	FICA TAXES	301	81.37	27	2408	1254.38	52	.00	3616	2361.62	35
22-00	RETIREMENT CONTRIBUTIONS	479	266.75	56	3832	2531.46	66	.00	5759	3227.54	44
22 **	RETIREMENT CONTRIBUTIONS	479	266.75	56	3832	2531.46	66	.00	5759	3227.54	44
23-00	LIFE/HEALTH INSURANCE	85	33.87	40	680	383.94	57	.00	1026	642.06	37
23-04	MEDICAL/RX SELF INSURED	965	45.00	5	7720	1640.85	21	.00	11585	9944.15	14
23 **	LIFE/HEALTH INSURANCE	1050	78.87	8	8400	2024.79	24	.00	12611	10586.21	16
24-00	WORKER'S COMPENSATION	6	6.87	115	48	69.78	145	.00	83	13.22	84
24 **	WORKER'S COMPENSATION	6	6.87	115	48	69.78	145	.00	83	13.22	84
27-00	BENEFIT OFFSET	30	30.00	100	240	502.50	209	.00	360	142.50-	140
27 **	BENEFIT OFFSET	30	30.00	100	240	502.50	209	.00	360	142.50-	140
31-00	PROFESSIONAL SERVICES	17530	6000.00	34	131876	20615.50	16	66797.00	202000	114587.50	43
31-01	LEGAL EXPENSES	1250	654.50	52	10000	13669.70	137	1330.30	15000	.00	100
31 **	PROFESSIONAL SERVICES	18780	6654.50	35	141876	34285.20	24	68127.30	217000	114587.50	47
34-00	CONTRACT SERVICES	0	.00	0	0	.00	0	.00	0	.00	0

FUND 110 CRA COCOA RDA																
ELE OBJ		ACCOUNT DESCRIPTION		*****MONTH-TO-DATE*****				*****YEAR-TO-DATE*****				ANNUAL		UNENCUMB.		%
		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	BUDGET	BALANCE	BDGT					
34	**	CONTRACT SERVICES	0	.00	0	.00	0	.00	0	.00	0	.00	0			
39-00		CONTINGENCY	26713	.00	0	233704	.00	0	.00	340566	340566.00	0				
39	**	CONTINGENCY	26713	.00	0	233704	.00	0	.00	340566	340566.00	0				
40-00		TRAVEL & PER DIEM	537	.00	0	4554	1292.06	28	.00	6712	5419.94	19				
40	**	TRAVEL & PER DIEM	537	.00	0	4554	1292.06	28	.00	6712	5419.94	19				
41-00		COMMUNICATION	15	.00	0	120	.00	0	.00	180	180.00	0				
41	**	COMMUNICATION	15	.00	0	120	.00	0	.00	180	180.00	0				
42-00		POSTAGE & FREIGHT	33	.00	0	264	30.85	12	.00	400	369.15	8				
42	**	POSTAGE & FREIGHT	33	.00	0	264	30.85	12	.00	400	369.15	8				
43-00		ELECTRIC/WATER/SEWER	0	.00	0	0	.00	0	.00	0	.00	0				
43	**	ELECTRIC/WATER/SEWER	0	.00	0	0	.00	0	.00	0	.00	0				
44-00		RENTALS AND LEASES	8463	5042.85	60	25389	45238.77	178	14001.23	59240	.00	100				
44	**	RENTALS AND LEASES	8463	5042.85	60	25389	45238.77	178	14001.23	59240	.00	100				
45-00		INSURANCE	379	.00	0	3032	5288.00	174	.00	4548	740.00-	116				
45	**	INSURANCE	379	.00	0	3032	5288.00	174	.00	4548	740.00-	116				
46-00		REPAIRS & MAINTENANCE	1959	1997.08	102	7957	9197.08	116	13702.65	15800	7099.73-	145				
46-03		REPAIR/MAINT-VEHICLES	0	.00	0	0	.00	0	.00	0	.00	0				
46	**	REPAIRS & MAINTENANCE	1959	1997.08	102	7957	9197.08	116	13702.65	15800	7099.73-	145				
47-00		PRINTING & BINDING	41	.00	0	328	.00	0	.00	500	500.00	0				
47	**	PRINTING & BINDING	41	.00	0	328	.00	0	.00	500	500.00	0				
48-00		PROMOTIONAL ACTIVITIES	0	.00	0	0	.00	0	.00	0	.00	0				
48	**	PROMOTIONAL ACTIVITIES	0	.00	0	0	.00	0	.00	0	.00	0				
49-00		OTHER CHARGES & OBLIG.	83	56.39	68	664	191.48	29	.00	1000	808.52	19				
49-10		CONTRIBUTIONS TO FDOT	0	.00	0	0	.00	0	.00	0	.00	0				
49-35		INTERFUND LOANS DEF CHRG	0	.00	0	0	.00	0	.00	0	.00	0				

FUND 110 CRA COCOA RDA									
ELF OBJ	ACCOUNT DESCRIPTION	*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ANNUAL	UNENCUMB.
		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	BUDGET BALANCE
49 **	OTHER CHARGES & OBLIG.	83	56.39	68	664	191.48	29	.00	1000 808.52 19
51-00	OFFICE SUPPLIES	16	.00	0	128	.00	0	.00	200 200.00 0
51 **	OFFICE SUPPLIES	16	.00	0	128	.00	0	.00	200 200.00 0
52-00	OPERATING SUPPLIES	154	.00	0	974	1287.70	132	.00	1588 300.30 81
52-30	FUEL OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0 .00 0
52 **	OPERATING SUPPLIES	154	.00	0	974	1287.70	132	.00	1588 300.30 81
54-00	MEMBERSHIP/PUBLICATIONS	72	.00	0	576	635.00	110	.00	875 240.00 73
54 **	MEMBERSHIP/PUBLICATIONS	72	.00	0	576	635.00	110	.00	875 240.00 73
55-00	TRAINING	189	.00	0	1512	1335.00	88	.00	2275 940.00 59
55 **	TRAINING	189	.00	0	1512	1335.00	88	.00	2275 940.00 59
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0 .00 0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0 .00 0
58-01	POST OFFICE LEASE	4170-	.00	0	16670	.00	0	.00	0 .00 0
58 **	AMORTIZATION	4170-	.00	0	16670	.00	0	.00	0 .00 0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0 .00 0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0 .00 0
61-00	LAND	0	.00	0	0	.00	0	.00	0 .00 0
61 **	LAND	0	.00	0	0	.00	0	.00	0 .00 0
62-00	BUILDINGS	540608	.00	0	4324864	.00	0	.00	6487300 6487300.00 0
62 **	BUILDINGS	540608	.00	0	4324864	.00	0	.00	6487300 6487300.00 0
63-00	INFRASTRUCTURE	37794	19683.39	52	320528	134706.26	42	75349.36	471715 261659.38 45
63 **	INFRASTRUCTURE	37794	19683.39	52	320528	134706.26	42	75349.36	471715 261659.38 45
64-00	MACHINERY AND EQUIPMENT	1729	.00	0	5187	.00	0	.00	12100 12100.00 0
64-15	IT HARDWARE	364	.00	0	2548	.00	0	2000.00	4000 2000.00 50
64 **	MACHINERY AND EQUIPMENT	2093	.00	0	7735	.00	0	2000.00	16100 14100.00 12

FUND 110 CRA COCOA RDA											
ELE OBJ	ACCOUNT DESCRIPTION	*****MONTH-TO-DATE*****		*****YEAR-TO-DATE*****							
		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BUDGT
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	5984	.00	0	46054	20000.00	43	.00	70000	50000.00	29
83 **	OTHER GRANTS & AIDS	5984	.00	0	46054	20000.00	43	.00	70000	50000.00	29
91-01	TRANSFER TO GEN FUND 001	21438	12500.00	58	171504	150758.45	88	.00	257258	106499.55	59
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	91626	34834.26	38	.00	91626	56791.74	38
91-32	CP 302 RVRFRNT/LEEMNR PK	38777	.00	0	232662	.00	0	.00	387767	387767.00	0
91 **	INTERFUND TRANSFER	60215	12500.00	21	495792	185592.71	37	.00	736651	551058.29	25
FUND 110	TOTAL *****										
CRA COCOA RDA		705747	47447.82	7	5679033	461476.22	8	173180.54	8502166	7867509.24	8
GRAND TOTAL *****		705747	47447.82	7	5679033	461476.22	8	173180.54	8502166	7867509.24	8