City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, March 13, 2019

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 19-87 Approve the Agenda for the Regular meeting of March 13, 2019 as presented or with amendments.

Attachments: 03-13-19 Short Agenda.pdf

MINUTES:

II.2(a) 19-97 Approve the Minutes of the Regular City Council Meeting held on February 13, 2019, as written or with amendments.

Attachments: 02-13-19 Minutes.pdf
Exhibit A-Petition submitted Relating to Public Access.pdf
Exhibit B-Cocoa Grand.pdf
Exhibit C-Lakeside Palms West.pdf

II.2(b) 19-98 Approve the Minutes of the Mayor's Town Hall Meeting on February 19, 2019, as written or with amendments.

Attachments: Mayor's Town Hall Minutes.pdf
Exhibit A- Mayor Town Hall Meeting Presentation.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), 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.

V. CONSENT AGENDA:

V.1 19-71 To Approve Participation in a Cooperative Purchase Agreement with Ring Power, Palm Bay, Florida, Utilizing the City of Melbourne Contract No. 06-066-0-2016/KS to Purchase Radiator Cores, Tanks, Belts and Hoses for the Dyal Water Treatment Plant. (Utilities Director)

Attachments:
- Exhibit 1A
- Complete City of Melbourne piggyback contract
- 2nd Amendment to Contract
- City of Melbourne Permission to piggyback
- QUOTE City of Cocoa Wewahootee Radiator 2-3508.pdf

V.2 19-80 Approve a Home Investment Partnership (HOME) Program Agreement with Community Housing Initiatives in the amount of $400,000 to award funds to for the administration of the City's Purchase Assistance Program. Approve a Resolution Amending the FY2019 Budget transferring revenue into the appropriate account. (Community Services Director)

Attachments:
- PAP Agreement
- RFP-19-10-COC Purchase Assistance Program Complete RFP Package (FINAl
- List of Housing Counseling Agencies 12-10-18
- P-19-10-COC Tabulation Sheet.pdf
- NEW Budget Resolution FY 2019.docx
- BAF 19-067 - CS-HOME Program Agreement (3-13-19)~ Agenda 19-080.pdf

V.3 19-88 Approve a Budget Resolution Amending the Fiscal Year 2019 budget through the use of General Fund Balance Reserves, to cover general and auto insurance liability deductible charges. (City Manager)

Attachments:
- FMIT 1st Quarter Deductible Invoice
- BAF 19-063 -AS-Auto and General Liability Deductibles (3-13-19)~ Agenda 19-(
- NEW Budget Resolution FY 2019.docx

V.4 19-103 Council approval to apply for a grant through the Florida Bureau of Emergency Medical Oversight, for acquisition of EMS reporting hardware and software. (City Manager)

Attachments: State EMS Grant FY 19.pdf

VI. PUBLIC HEARINGS:

VI.1 19-89 Conduct a Public Hearing to amend the FY 2018-2019 CDBG Action Plan to reallocate funds and add two new activities in accordance with the City's CDBG Citizen Participation Plan and also Approve a Resolution Amending the FY2019 Budget, transferring revenues to the appropriate account line. (Community Services Director)

Attachments: Attachment A Legal Ad - Substantial Amendment

BAF 19-066 - CS-Citizen Participation Plan (3-13-19)~ Agenda 19-089.pdf

NEW Budget Resolution FY 2019.docx

VI.2 19-95 Pass on First Reading Ordinance No. 01-2019: A Zoning Map Amendment for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional). (Community Services Director)

Attachments: Ordinance 01-2019: Ord. XX-2019 - Rezone Joe Lee Smith- INST.pdf

Exhibit A - Location Map

Legal Ad Proof - Rezone

VII. COUNCIL BUSINESS:

VII.1 19-85 Consider the appointments of the following applicants, as nominated by City Council members, as members to the Police Community Relations Advisory Committee: Aldon Bookhardt, Marsha Dyal, Alton Edmond, Kevin McCann, Alfred Boettjer (PBA), and Jarvis Wash, Civic Organization. (Administrative Services Director)

Attachments: 2018-097 (Establishing the Cocoa Police Community Relations Advisory Comm

Boettjer, Alfred.pdf

Bookhardt, Aldon.pdf

Dyal, Marsha.pdf

Edmond, Alton.pdf

McCann, Kevin.pdf

Klug, Michael.pdf

Wash, Jarvis.pdf

VII.2 19-86 Consider the Donation application for Cocoa Youth Athletics, Inc. (Administrative Services Director)

Attachments: Cocoa Youth Athletics Donation app.pdf

VIII. CITY BUSINESS:

VIII.1 19-70 Approval of a Resolution Amending the FY 2019 Budget to fund a Part-Time Recording Secretary position in the City Clerk's office through the use of General Fund Contingency. (Administrative Services Director)

Attachments: Budget Resolution FY 2019.docx

Recording Secretary memo.pdf

BAF 19-062 -AS-Recording Secretary (3-13-19)~ Agenda 19-070.pdf

VIII.2 19-83 Council approval of a Resolution amending the Fire Inspection Fee Schedule and approval of the new schedule for fire inspection fees Exhibit A. (Fire Chief)

Attachments: Resolution 2019-____ Fire Inspection Fee Schedule.docx.pdf

Fire Inspection Fee Schedule Exhibit A 2 .docx

VIII.3 19-84 Approve on First Reading an Ordinance NO. 02-2019: Amending City Code 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). (Fire Chief)

Attachments: Ordinance No. 02-2019 ___-2019 Fire Protection Amendments.pdf

MULTI-YEAR CONTRACTS:

VIII.4 19-64 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 and Related Budget Amendment # 19-069. (Utilities Director)

Attachments: City of Cocoa - FY2019 - Cleaning & CCTV Proposal.pdf

City of Cocoa - FY2019 - Lining Proposal.pdf

Insituform COI Exp 7-1-19.pdf

City of Daytona Beach Contract Details #0118-2600.pdf

City of Daytona Beach Contract Pricing #0118-2600.pdf

City of Daytona Beach Insituform Full Contract No. 0118-2600.pdf

FW CIPP Contract.msg

BAF 19-069 -UT-CIPP Sewer Main Repair (3-13-19) Agenda 19-064

VIII.5 19-96 Approve a Multi-Year Continuing Financial Analysis Services Agreement, for services with Stantec Consulting Services, Inc., waiving the competitive bid process, given the nature of the unique proprietary services provided to the City and in accordance with Section 15.4 of the Financial Operation Manual, as being in the best interest of the City, and authorize the City Manager to finalize the terms and conditions of the Agreement and execute the Agreement. (Finance Director)

Attachments: Stantec Continuing Services Agreement DRAFT.pdf

VIII.6 19-104 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. (City Manager)

Attachments: Professional Planning Services Agreement (As Needed Services)

NEW Budget Resolution FY 2019.docx

BAF 19-065 -CS- Professional Services (3-13-19)~ Agenda 19-104.pdf

VIII.7 19-107 To 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 termination with Brevard County. Approve a Resolution Amending the FY 2019 Budget through the use of General Fund Balance Reserves for the one-time expense related to the execution of the lease Agreement. (City Manager)

Attachments: aFINAL Brevard Museum Lease Agreement.pdf

Brevard Museum Lease Termination.pdf

NEW Budget Resolution FY 2019.docx

BAF 19-070 -CS-Museum Roof (3-13-19)~ Agenda 19-107.pdf

IX. INFORMATIONAL AGENDA:

IX.1 19-101 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Financial Update January 2019.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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.

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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 #:	19-87	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	2/27/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of March 13, 2019 as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-13-19 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2019
Agenda Date: March 13, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of March 13, 2019 as presented or with amendments.

BACKGROUND:

The City Council approves the agenda for all of its regular meetings at the beginning of such meetings.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has approved its agenda for all regular meetings at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of March 13, 2019 as presented or with amendments

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

March 13, 2019

DATE: March13, 2019	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of March 13, 2019 (19-87)
2. Minutes: (a) Regular meeting of February 13, 2019 (19-97)
   (b) Mayor's Town Hall Meeting of February 19, 2019 (19-98)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

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

V. CONSENT AGENDA:

1. Approve Participation in a Cooperative Purchase Agreement with Ring Power, Palm Bay, Florida, Utilizing the City of Melbourne Contract No. 06-066-0-2016/KS to Purchase Radiator Cores, Tanks, Belts and Hoses for the Dyal Water Treatment Plant. (19-71). (Utilities Director)

2. Approve a Home Investment Partnership (HOME) Program Agreement with Community Housing Initiatives in the amount of $400,000 to award funds to for the administration of the City's Purchase Assistance Program. (19-80). (Community Services Director)

3. Approve a Budget Resolution adjusting the Fiscal Year 2019 budget in account 001-1600-513.49-00 Other Charges and Obligations to cover additional general and auto insurance liability deductible charges using General Fund Contingency. (19-88). (Administrative Services Director)

4. Approval to apply for a grant through The Florida Bureau of Emergency Medical Oversight for acquisition of EMS reporting hardware and software. (19-103). (Fire Chief)

VI. PUBLIC HEARINGS:

1. Conduct a Public Hearing to amend the FY 2018-2019 CDBG Action Plan to reallocate funds and add two new activities in accordance with the City's CDBG Citizen Participation Plan and also Approve a Resolution Amending the FY2019 Budget, transferring revenues to the appropriate account line. (19-89). (Community Services Director)

2. Pass on First Reading Ordinance No. 01-2019: A Zoning Map Amendment for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional). (19-95). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Consider the appointments of the following applicants, as nominated by City Council members, as members to the Police Community Relations Advisory Committee: Aldon Bookhardt, Marsha Dyal, Alton Edmond, Kevin McCann, and Alfred Boettjer. (19-85). (Administrative Services Director)

2. Consider the Donation application for Cocoa Youth Athletics, Inc. (19-86). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Approval of a Resolution Amending the FY 2019 Budget to fund a Recording Secretary position in the City Clerk's office through the use of General Fund Contingency. (19-70). (Administrative Services Director)

2. Approval of a Resolution amending the Fire Inspection Fee Schedule and approval of the new schedule for fire inspection fees Exhibit A. (19-83). (Fire Chief)

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)

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)

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)

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)

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 termination with Brevard County. To approve the use of General Fund Balance

Reserves for the one-time expense related to the execution of the lease Agreement and approve a budget amendment amending the FY 2019 Budget. (19-107). (Assistant City Manager)

IX. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-101). (Finance Director)

X. REPORTS:

Advisory Boards and Committees
City Administration
City Attorney
City Manager
City Council

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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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 #:	19-97	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/4/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Approve the Minutes of the Regular City Council Meeting held on February 13, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-13-19 Minutes.pdf Exhibit A-Petition submitted Relating to Public Access.pdf Exhibit B-Cocoa Grand.pdf Exhibit C-Lakeside Palms West.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2019
Agenda Date: March 13, 2019
Prepared By: Carie Shealy, City Clerk
Through: Department Director
Requested Action:
Approve the Minutes of the Regular City Council Meeting held on February 13, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings following transcription.

RECOMMENDED MOTION:
Approve the Minutes of the Regular City Council Meeting held on February 13, 2019, as written or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

February 13, 2019

A Regular City Council Meeting was held on Wednesday, February 13, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the meeting to order at 6:03 p.m.

A student at Emma Jewel Charter Academy and the President of SGA provided the invocation and Cocoa High School JROTC cadets led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Matt Fuhrer	Assistant City
	Carie Shealy	City Clerk
ABSENT:	Brenda Warner	Deputy Mayor
	John Titkanich, Jr.	City Manager

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Katie Ennis, Deputy Utilities Director; Nancy Bunt, Community Services Director; Mike Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Ed Wegerif, Public Works Director; Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Gail Bantugan, Leisure Services Manager; LeShawn Hinton, Helpdesk Support Technician; Tony Jones, Fleet Manager; Charlene Neuterman, Deputy Director

of Community Services; Samantha Senger, Public Relations Specialist/Assistant to the City Manager; Dodie Selig, Planning Manager; and Jeremy Ondo, Police Lieutenant.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of February 13, 2019 (19-49)
2. Minutes: Minutes for the Regular meeting of January 9, 2019 (19-50)

Mayor Williams advised that Deputy Mayor Warner was not in attendance due to the passing of her mother.

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the agenda as presented for the Regular meeting of February 13, 2019.**

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve the Minutes as written for the Regular meeting of January 9, 2019.**

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation by Miriam Moore of the Homeless Coalition. (19-43). (Councilmember Koss)

Councilmember Koss introduced Dr. Miriam Moore with the Brevard Homeless Coalition. She is currently a teacher at FIT and writes all of the grants for the coalition.

Dr. Moore advised that she lives in Cocoa and she shared both the vision and mission for the coalition. She mentioned that they are the provider for seventy-five plus organizations.

She pointed out that poverty rates in Cocoa have always been of concern and she discussed the poverty among various age groups in Cocoa. She further discussed home ownership versus rentals in Cocoa. Families with children are the largest percentage of the homeless population in Cocoa.

There were 518 calls for shelter last year alone in Cocoa which is the highest in the county per capita for the need of housing assistance.

Bed utilization rates were explained and she advised that they have to report these numbers to HUD.

Dr. Moore stressed that the annual cost of homelessness in 2015 in Brevard County was approximately $22 million. There is a big move towards providing preventive services.

Additionally, she spoke about projects such as “The Street to Home Project” and the “Safe Overnight Stay Program”.

The Coalition needs the community to spread accurate information in order to make people aware of what homelessness is. They need the police, politicians, and health care organizations to assist the Coalition. This is a community issue and it will be only be solved by putting people in homes.

Council thanked her for the valuable information.

2. Proclamation: Proclaiming the month of February 2019 as Black History Month. (19-45). (City Manager)

Councilmember Koss read the proclamation into the record proclaiming the month of February 2019 as Black History Month.

3 Proclamation: Recognition of Ms. Bettye Ann Rackston. (19-51). (Councilman Goins)

Councilmember Goins advised that he is a firm believer in giving accolades when people are alive and he noted that Ms. Rackston was a teacher of his and he would like to take a moment to recognize her.

Councilmember Goins read the proclamation into the record recognizing Ms. Bettye Ann Rackston.

Ms. Rackston spoke and thanked everyone. She provided a brief history on how she, along with Dr. Wells and Rudy Stone would walk and sing "We Shall Overcome" and the doors were open for Cocoa and everyone was welcome. She further spoke about being the first African American hired as a secretary at the Cocoa Police Department in the detective unit. She stated that if everyone learned to love regardless of color and to get along and take care of each other, we would have a beautiful world. In closing, she recited a few lines from a poem entitled "A House By the Side of the Road."

Councilmember Goins stated this is what it is all about. There is a lot of rich history in the City and as a Council they believe in the City.

4. Emma Jewel Step Team Performance. (19-52). (Councilman Goins)

Councilmember Goins introduced the Emma Jewel Charter Academy Step Team. The President and Secretary of the Student Government Association brought greetings on behalf of the school. The secretary stated that when the school opened they served 200 scholars and they are now serving over 300 scholars. She noted that the City has been a blessing in supporting their school.

The Step Team provided a performance.

They presented Mayor Williams with an Emma Jewel Charter Academy polo shirt.

IV. DELEGATIONS:

Ms. Janis Smith, 2107 Clermont Drive, Cocoa, presented a petition[1] to Council from the residents of Carleton Terrace. It is relating to public access of McFarland Park and stated she is asking that Council reconsider this. Many want this returned as a public park to be reopened and managed by the City. She advised that they expect to have more signatures as time goes on. She read the petition into the record.

Mr. Larry Sinclair, 1052 Mitchell Street, Cocoa, stated that his first issue was a motion that was made at the January 23, 2019 City Council meeting that had a first and a second but was not cleared out. He has reviewed both the video and draft minutes of that meeting. He believes that the motion that was made prior to the board appointments is still hanging and he will bring litigation if it is not

[1] Exhibit A: Petition submitted by residents of Carlton Terrace

figured out. He spoke about the McFarland Park and posts that are on the NextDoor app and how certain people were getting away with posting on that. Lastly, he noted that as of 4:27 p.m. a petition had been filed against Mayor Jake Williams, Jr.

V. CONSENT AGENDA:

1. Approve Participation in a Cooperative Purchase Agreement for the Purchase of a 4 X 4 Loader Backhoe with Canopy Utilizing Florida Sheriffs Association Contract #FSA18-VEH16.0 Specification #28 Through Trekker Group in Orlando, Florida, for the Dyal Water Treatment Plant. (18-534). (Utilities Director)

2. Approve Task Order 2019-99 with CH2M Hill Engineers for Dyal Groundwater WTP Disinfection Byproduct Formation Management; Phase 2 - Demonstration Testing, Project No. WS18DT. (19-12). (Utilities Director)

3. Approve a revised Concept Plan for The Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC. (19-46). (Community Services Director)

4. Approve an assignment of The Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC to the Villas of Cocoa Village, LLC, upon closing of the sale of the affected Property. (19-53). (Community Services Director)

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve the Consent agenda.**

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

1. Postpone until the regular City Council Meeting of February 27, 2019 a request to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan. (19-15). (Community Services Director)

This item was Postponed along with Item VI.2 to the regular meeting of February 27, 2019.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to postpone both Items VI.1 & VI. 2 to the regular City Council meeting of February 27, 2019.**

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Postpone until the regular City Council Meeting of February 27, 2019 consideration of the London Cove preliminary subdivision. (19-29). (Community Services Director)

This item was Postponed along with Item VI.1 to the regular meeting of February 27, 2019.

3. Approve an Addendum to the Binding Development Agreement between the City of Cocoa, Florida and 2075 W. King Street Land Trust and its successors to allow the developer to construct up to 312 apartment units and associated amenities on a parcel of land (Tax Parcel ID: 24-36-31-00-265) totaling 130.66 acres and located on the south side of W. King Street (SR520) between Range Road and Clearlake Road. (19-30). (Community Services Director)

Ms. Selig presented this item pointing out that a binder had been distributed prior to the meeting that included pictures for Cocoa Grand. She provided a detailed presentation on the project[2].

She reviewed the requested action which is to approve an addendum to the Binding Development Agreement between the City of Cocoa, Florida and 2075 W. King Street Land Trust and its successors to allow the developer to construct up to 312 apartment units and associated amenities.

The project location is a single parcel of land (Tax Parcel ID: 24-36-31-00-265) and totals 130.66 acres. A map was shown on the location.
She reviewed the original concept plan as well as the revised concept plans, and provided a detailed summary of the project.

[2] EXHIBIT B: Presentation on the Addendum to a Development Agreement Cocoa Grand Apartments

Ms. Selig explained how this project is consistent with the Comprehensive Plan and concurrency was discussed and she advised that staff has done a preliminary concurrency review of services required by the project and determined that there are sufficient facilities to meet the needs of the proposed development.

If approved, the addendum will be signed and recorded in the Official Records of Brevard County, subject to applicable conditions. The developer will then need to submit a Site Plan application.

The Planning & Zoning Board recommended approval of this item at the February 6, 2019 meeting.

Mayor Williams mentioned that he attended the Planning & Zoning Board meeting when this was discussed and was very impressed with the plans.

Phillip Nohrr, 1795 W. Nasa Blvd., Melbourne, and Justin Trimback, developer, 3517 Retail Drive, Alabama advised that they look forward to working with the City of Cocoa. Mr. Trimback advised that they build one, two, and three-bedroom units. He discussed the square footage of each home and pointed out that each unit has large walk in closets, fire protection, sprinkler systems, granite counter tops, tile back splash, etc. They are good, family-oriented units.

Councilmember Boisvert is very impressed and asked if they built these in Titusville. The developers stated yes, the units are on Knox McRae Drive and they were finished in March, 2018.

Mayor Williams opened the hearing to the public. There being no response, the public portion of the hearing was closed.

Councilmember Koss asked what the average rent would be. In response, Mr. Trimback stated between $1,300-$1,600. She confirmed that there would be three units dedicated to police officers for rental. He answered in the affirmative and mentioned they offer the discount to police officers but have yet to do so for teachers.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve an Addendum to the Binding Development Agreement between the City of Cocoa, Florida and 2075 W. King Street Land Trust and its successors to allow the developer to construct up to 312 apartment units**

and associated amenities on a parcel of land (Tax Parcel ID: 24-36-31-00-265) totaling 130.66 acres and located on the south side of W. King Street (SR520) between Range Road and Clearlake Road.

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Approve a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for Lakeside Palms West subject to conditions identified in the agenda item. (19-31). (Community Services Director)

Ms. Selig provided a presentation[3] and noted that the requested action was to approve a preliminary subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for Lakeside Palms West subject to conditions identified in this agenda item.

She provided a location map and noted that this property is a single parcel of land (Tax Parcel ID: 24-36-31-00-750) totaling 27.62 acres located on the west side of Clearlake Road, approximately 0.25 miles south of SR520. The land was formerly an orange grove but is now vacant. The property is zoned RU-2-15 and has a Single-Family Residential Future Land Use.

This property is directly to the east is the Lakeside Palms subdivision.

Ms. Selig provided the project background and summary, noting that the applicant intends to construct a single-family subdivision with 87 lots (approximately 5 units per acre).

Ms. Selig further explained how this project is consistent with the Comprehensive Plan. She further mentioned that staff has done a preliminary concurrency review of services required by the project and determined that there are sufficient facilities to meet the needs of the proposed development.

She explained the next steps which if approved, the Preliminary Subdivision will allow the developer to begin construction of the site improvements and infrastructure once all the required conditions have been met. The Final Subdivision must be applied for within one year of approval of the Preliminary Subdivision.

[3] EXHIBIT C: Preliminary Subdivision Lakeside Palms West

The Planning and Zoning Board recommended approval with conditions of the Lakeside Palms West Preliminary Subdivision at its December 5, 2018 Meeting. Some conditions recommended by the Planning & Zoning Board have been resolved since the meeting and have not been included in this recommendation.

Councilmember Koss spoke about FPL and how they are putting infrastructure underground. Ms. Selig noted that for electrical services the overhead is cheaper but in Cocoa we are susceptible to salt water. They will be underground for this project.

Andy Karbach, 505 N. Harbor City Boulevard, Melbourne, Florida stated that this project looks just like Lakeside Palms East. He knows there is a concern with the trees as there is an overhead power line on Clearlake Road. The trees run right along the property line, so they will have to adjust the trees somewhat.

Mayor Williams opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss, to approve a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for Lakeside Palms West subject to conditions identified in the agenda item.**

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Approve a Resolution of Intent, inclusive of Exhibit “B” Legal Description of Incorporate Cocoa City Boundaries, to allow the use of the “Uniform Method of Collecting Non-Ad Valorem Special Assessment”, for the continuing costs of providing Stormwater Services and Capital Projects, commencing Fiscal Year 2020, and to Approve the City Manager’s authority to negotiate with the Property Appraiser’s Office the Agreement of this Collection Method. This Public Hearing was advertised in the Florida Today Newspaper for four consecutive weeks, in accordance with Florida Statutes 197.3632. (19-47). (Finance Director)

Ms. Bowman explained that this item is requesting approval for a Resolution of Intent to bill stormwater services on tax bills. Currently the city bills stormwater on utility bills. An analysis was done and when property is vacant the City is not collecting money for stormwater so they are hoping to be more equitable with the passing of this resolution.

She explained that this is only one step. State statute requires that a Resolution of Intent be done and later on in the summer two other ordinances will be done.

Subsequently, staff will be working on getting the tax rolls in order to get information to the tax appraiser. Other decisions in regards to this will be made at later times.

Councilmember Koss asked if this would bring down the average bill since more people will be assessed.

In response, Ms. Bowman reminded Council that on January 23, 2019 a study was approved to do a ten-year capital plan and at that time staff will work with consultants to see what the capital needs are and a rate study would be done. Based on the current information the fund barely has enough to operate. All of the information will be brought back at a later date.

Assistant City Manager Fuhrer pointed out that the previous approval was for Stantec and they will provide a breakdown for Council.

Mayor Williams opened the hearing to the public.

Mr. Larry Sinclair, 1052 Mitchell St., stated that everyone pays a utility bill in Cocoa. He has come to Council for four years complaining about paying a stormwater bill because when it rains the water sits in his front yard. He asked when this drainage project would be started. He felt that if money was going to be invested in stormwater then get a system that works. He noted that the previous mayor bragged about the millions the City has in infrastructure, but nothing is being done. He was not sure if giving the City Manager preliminary approval authority to do assessments to get this put back on the tax roll was the right thing to do.

Mayor Williams agreed and he reiterated that this was just a Resolution of Intent.

There being no further response, the public portion of the hearing was closed.
Ms. Bowman clarified the City Manager's authority and what he would be approving.

Councilman Goins asked when this will come back to Council. Ms. Bowman stated July.

Councilmember Koss noted that the reason this is being presented was that we are going forward and after the resiliency workshop we need to do some work. The purpose is to bring down the average costs and those changes are going to be presented anyway. The impact of this was to bring down the average costs to spread it out over the land owners. Currently, it is just being paid to water customers. It is already on the bill which she feels is a high charge. There needs to be solutions to this.

* **MOTION by Councilmember Koss; Seconded by Mayor Williams, to approve the Resolution of Intent, inclusive of Exhibit "B" Legal Description of Incorporate Cocoa City Boundaries, to allow the use of the "Uniform Method of Collecting Non-Ad Valorem Special Assessment", for the continuing costs of providing Stormwater Services and Capital Projects, commencing Fiscal Year 2020, and to Approve the City Manager's authority to negotiate with the Property Appraiser's Office the Agreement of this Collection Method. This Public Hearing was advertised in the Florida Today Newspaper for four consecutive weeks, in accordance with Florida Statutes 197.3632.**

AYES: Williams, Koss
NAYS: Boisvert, Goins

THE MOTION TIED (2-2)

Attorney Garganese advised that there is a statuatory guideline of March 1st on this and Mayor Williams advised that this is going to come back for discussion.

Attorney Garganese noted that this resolution is to employ a different payment method and in order to keep it on the table they would have to adopt this by March 1st in order to keep this in play. He stressed Council was not binding themselves to this resolution.

Mayor Williams stated there was a two/two motion. He asked if there was a motion to reconsider the previous vote.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to reconsider and rescend the last motion and to vote on Item VI.5.**

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Resolution of Intent, inclusive of Exhibit "B" Legal Description of Incorporate Cocoa City Boundaries, to allow the use of the "Uniform Method of Collecting Non-Ad Valorem Special Assessment", for the continuing costs of providing Stormwater Services and Capital Projects, commencing Fiscal Year 2020, and to Approve the City Manager's authority to negotiate with the Property Appraiser's Office the Agreement of this Collection Method. This Public Hearing was advertised in the Florida Today Newspaper for four consecutive weeks, in accordance with Florida Statutes 197.3632.**

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

Assistant City Manager Fuhrer assured Council that by approving this the rates are not being raised. He felt that may be a concern. This does provide an opportunity to control these rates going forward and maybe provide some rate relief. This is a very common practice amongst other municipalities in the County. They are not approving the collection method yet, but this will allow for staff to negotiate an agreement with the property appraiser to undertake this.

Councilmember Koss requested that when this item comes back to Council they include information on the other municipalities.

VII. COUNCIL BUSINESS:

1. Approve the request of two street closures in association with the proposed Special Events. (19-25). (Leisure Services Manager)

Ms. Bantugan provided a background on the number of street closures and how many are allowed during the year. She noted that for 2019 there are currently twenty-two (22) closures and with these approvals, there will be twenty-four (24). They want to get these on the books in order to continue to bring people to the village.

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

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

Councilmember Koss looked forward to these events but would like everyone to keep the merchants in mind when closing the streets. While these events benefit shop keepers, they effect the salons and others with parking issues.

Ms. Bantugan advised that they do a rolling street closure for safety due to the number of people in the streets, however, streets are opened back as soon as possible after the event.

2. Consider the Cancellation of the Regular City Council Meeting on March 27, 2019 due to FLC Legislative Action Days and the Cancellation of the Regular City Council Meeting on December 25, 2019 due to the Christmas holiday. (19-55). (Administrative Services Director)

Mayor Williams advised that he will be staying an extra day in Tallahassee so he would not make it back.

* **MOTION by Councilman Boisvert; Seconded by Councilman Goins, to approve the item.**

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. Approve the relocation of one restroom and one pavilion from Dr. Joe Lee Smith Park to Manor Park (Autumn's Place) and baseball field lighting from Dr. Joe Lee Smith Park to the Provost Park west recreational field. (19-34). (Assistant City Manager)

Assistant City Manager Fuhrer mentioned that this item came about due to the new Joe Lee Smith Center. The site plan changed and some of the amenities need to be removed. They are trying to maximize the entire site and this provides an opportunity to relocate certain items to other parks in the City. Manor Park is being recommended for the restroom, however sewer access would have to be installed. He stressed that given the state of the Indian Rivera Lagoon it would be unwise to have septic associated with it.

The other item is the baseball field lighting, of which there is a need for at Provost Park on the west side of the recreational field. The lights would not

cover the full field so they are looking at how they could utilize the lights at Stradley Park. They are looking to maximize the amenities at all parks.

Councilmember Koss asked if Autumn's Place was appropriate and felt that might be a better use. In response, Assistant City Manager Fuhrer stated they had been approached about a pavilion so that birthday parties could be held there since they have the playground.

Councilmember Goins asked if the lights did not go into Provost, could they potentially add lighting at some point. In response, Assistant City Manager Furher advised that they were working with the County and one primary project is to provide lighting at that field.

Councilmember Goins stated that he would like to review the rugby contract in order to make sure other citizens can utilize the park. There are a lot of leagues with year-long contracts with the County and it prohibits anyone else from using the facility. Assistant City Manager Fuhrer stated that the west side was quite a bit larger and felt that space could be maximized.

Assistant City Manager Fuhrer reiterated that this item was just providing staff the ability to relocate these amenities to other Cocoa parks.

Mayor Williams does not feel that everyone knows what is going on in these parks. He feels it is silly that you have to go to the County just to get the keys for the parks. He is aware that the police department has keys to all parks and is aware of what is happening in them.

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

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approval of an additional position in the City Manager's Office, Digital Communications Coordinator and Approve a Resolution Amending the FY2019 Budget through the use of General Fund Contingency to fund the position. (19-40). (City Manager)

Ms. Senger spoke in regards to this item and explained in detail what the requested position would entail. This person would be in charge of training staff to make things ADA compliant moving forward, making the website ADA compliant, handling social media and other duties. This would free up the work load of the current PIO as the ADA compliancy issues are very important and need to be heavily focused on.

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

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-57). (Finance Director)

X. REPORTS:

Ms. Bowman requested that if any utility customers contact Council to address concerns to please direct their concerns to Lora Howell. She further pointed out that they all received a budget book tonight and the Finance staff is trying to get an award for their budget. This book is laid out differently than in the past. This is their first attempt at trying to get the award, however, they will not know for about six months. She believes they have a good chance.

Mayor Williams asked if there was anyone from an advisory board or committee who wished to speak.

Chief Cantaloupe mentioned the Tribute to the Legends parade and event in Provost Park. It will be from 11 a.m.-4 p.m. on Saturday, February 23, 2019. Ms. Debra Dukes and her team would be cooking fish and chips. On February 24, 2019 they will have Gospel in the Park.

Chief Prince reminded everyone of the Fire Department's Swearing In and Awards Ceremony on February 22, 2019 at the Civic Center.

Ms. Bunt reminded everyone of the Habitat for Humanity's Shovel Ceremony for the Women's Veteran's Project on February 25 at 9:00 a.m. on Whaley Street. This will be for six houses. She further announced that Ellen Heuser, the Housing Program Coordinator is retiring. She has assisted the City tremendously in keeping us in compliance and she will be greatly missed.

Lastly, she announced that the City's CRA Program Manager Charlene Neuterman was promoted to Deputy Community Services Director. Ms. Neuterman attended the review board for the Moore Center to be placed on the register for historic places in Tallahassee. They were very impressed with the City and would like to use us as an example for their pamphlets and website. She thanked Ms. Neuterman and Public Works for getting that designation.

Assistant City Manager Fuhrer asked that all nominations be submitted for the Police Advisory Board. They are planning for their first meeting to be in April and it will require about thirty days to get requirements done.

Mayor Williams asked if there was a citizen on another committee could they be on more than one. In response, Attorney Gargenese stated he would have to review the resolution and Code.

Councilmember Goins asked if nominations have not been made by the set date could others make another nomination. Attorney Garganese stated that he did not have the resolution in front of him but each councilmember has to nominate someone.

Attorney Garganese was aware of the one small change that was brought forth regarding training requirements and perhaps these other issues could be addressed when that comes forward.

Councilman Goins asked if a date for the first meeting was actually set. Mayor Williams noted that he has two nominations in mind, however, one is on a board, and the other is not.

Councilmember Koss stated that her nomination would be applying by Friday. She asked why this is a committee and not a board.

Assistant City Manager Fuhrer reminded all that Mardi Gras is on Saturday, February 16th and the Mardi Paws event is on Sunday, February 17th.

He advised that on February 2nd he attended a neighborhood meeting regarding McFarland Park and answered a lot of questions from residents. There seem to be conflicting opinions amongst residents. There will be a recommendation to resolve this sooner than later and staff would like to bring an item back to the next meeting.

Assistant City Manager Fuhrer thanked the Finance department for what they did with the budget books. He thanked Anthony Hagen, Lea Taylor, and Lora Howell for their hard work.

In closing, he congratulated Ms. Neuterman and advised that she would be keeping her position on the CRA boards.

Additionally, he reminded all of the upcoming Mayor's Town Hall meeting on Tuesday, February 19th at 6 p.m. at the Cocoa Civic Center.

Councilmember Goins spoke about Tashaun Jackson who is missing in Cocoa. She has four girls. He stressed that if anyone knows anything to please get in touch with the police department. He thanked Chief Cantaloupe and Yvonne Martinez for their conversations with the media.

He reminded everyone that tomorrow is Valentine's Day.

On February 23rd there would be an event starting at 8 a.m. to do a clean up called "Roses on Rosa L. Jones". They are trying to do all that they can to bring awareness to the community.

Lastly, he commended staff in the water and finance departments. They deal with a lot of issues and they are always swift with having information.

Councilmember Koss spoke about a webcast that she attended and she learned that Florida has very dangerous streets. There is a movement to make streets safer. She mentioned that the Diamond Square ribbon cutting was an example of making streets safer.

She spoke about her attendance at the Transit One Meeting and of her attendance at a meeting at Melbourne City Hall where the issue of fluoride was voted on. Mr. Walsh also attended that meeting

She mentioned that on January 28th she went with Lt. Dellatorre and Officer Hattaway and took inventory of the homeless. They actually went into the camps. Officer Hattaway is very smart and very compassionate. It struck her that every woman had a history of domestic abuse and that had a triggering effect of them ending up homeless. The other surprise was that many of them spoke about the great careers they had and how later in life they spiraled downward.

Councilmember Koss noted that she met with the principal of Cambridge Elementary, who spoke very highly of the Cocoa Police Department. They would love to have a resource officer there. They have lost three teachers this year and it is hard to have a cohesive education when teachers keep leaving.

She reiterated her wish for affordable housing to allocate teacher incentives.

Councilmember Koss advised that she met Dr. Wilson at Cocoa High School and it was very eye opening in several regards. They are very well known for their sports and their chorus is nationally acclaimed and has been invited to perform at Carnegie Hall. This is a very big deal and information needs to be put out in the community about this. Additionally, there will be twenty seven students graduating with their AA's.

In closing, she mentioned that she has attended several ribbon cuttings and was impressed with the resiliency workshop help last night.

Mayor Williams wants everyone to know they are busy and are all working hard to try to make a difference in the community.

He acknowledged Ms. Lora Howell for winning the SCLC scholarship. They were all very impressed with her information. The City Clerk of Rockledge was also a recipient.

Mayor Williams stated that he attended an event this morning at Endeavor Elementary and former astronaut Winston Scott was there.

Lastly, he mc'd a fashion show for the League of Women Voters. He thanked Bobby's at Parkside for providing the clothing, and Councilmember Koss and Councilmember Goins for participating. He also thanked Simone Archer from Men's Warehouse for providing clothing.

Moving forward, Council is doing this together and they will make this City great. Cocoa is strategically located to be a great City.

He reiterated the Town Hall Meeting being held on Tuesday, February 19th. There will be a short presentation and then he will speak and the residents will have a chance to speak as well.

XI. ADJOURNMENT.

*** MOTION by Councilman Boisvert; Seconded by Councilman Goins, to adjourn the Regular meeting of February 13, 2019.**

AYES: Williams, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 8:26 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

EXHIBIT A: Petition submitted by residents of Carlton Terrace

Notice to City of Cocoa
By Residents of Carleton Terrace
Relating to Public Access
of MacFarland Park

Each of the undersigned is a resident of Carleton Terrace. We wish to explore options keeping MacFarland Park available to the public.

While ownership with the Park belongs to residents of Carleton Terrace, both residents of and visitors to our neighborhood have enjoyed this space for decades. The Park, while not technically "public," has operated as such for 54 years. We wish to see the Park remain as a destination for families and individuals in this area. As such, we, the undersigned, are petitioning the City of Cocoa to explore possible options concerning operating MacFarland Park as a public space, free and accessible to all peoples. We petition the City to also explore methods of transferring the ownership of the park to the City itself.

Executed this 9 day of FEB, 2019.

NAME	SIGNATURE	ADDRESS
Miss LaDiena Nicholls	Miss LaDiena Nicholls	2611 Dixie ct Cocoa Fl 32922
Margret Strauchman	Margret Strauchman	2701 Dixie Ct.
David Bradnon	David Bradnon	2603 dade ct cocoa fl 32922
Clinton Owens	Linda Owens	337 Bellair Dr. Cocoa Fl 32922
Johnna D. Murphy		335 Bellaire Dr. Cocoa, FL 32922
Priscilla Clark		328 Bellaire Dr. Cocoa "
Paul Mott		340 Bellaire Dr
Anne Mott		340 Bellaire Dr
Ron Bates		314 LUCERNE DR.
Elizabeth Timmons		111 COQUINA DR
Wilson R Timmons, Jr.	Wilson R Timmons Jr	111 coquina Dr, Cocoa FL 32922
Lydia Smith	Lydia Smith	2107 Clairemont Dr. Cocoa Fl 32922
Janice Smith	janice Smith	2107 Clairemont Dr Cocoa, Fl. 32922
J Smith	JAMES R SMITH	2107 CLAIREMONT DR COCOA, 32922

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Executed this 8 day of FEB, 2019.

NAME	SIGNATURE	ADDRESS
Penny Jaspers	Penny J. Jaspers	332 Bellair Dr. Cocoa
Robert Jaspers		332 Bellair Dr, Cocoa
Kyle J. Hughes		2606 Direct Cocoa
Wayne Noble		2684 Direct Cocoa
STEVEN BENNETT		2702 DIXIE CT COCOA FL
John B. Archibald		317 Mcleod dr. Cocoa Fl.
Jennifer C Granger		325 McLeod Dr Cocoa FL.
JOHN C PAPPAS		330 McLeod Dr Cocoa, FL
Sherry + Ben Stroman		332 Mcleod Dr Cocoa, Fl
Annette Anderson Rey		344 Mchead Dr Cocoa FL
	MIA GOFORTH	317 McLeod Dr. Cocoa, FL
	BARRY MENEGHELLI	2119 MACFARLAND DR, COCOA, FL
		2119 MacFarland Dr.
Cynthia S. Johnson		2703 N. Indian River Dr. Cocoa, FL 32922

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Executed this 10th day of FEBRUARY, 2019.

NAME	SIGNATURE	ADDRESS
Charlie C Weaver	Charlie C. Weaver	205 Coquina Dr. Cocoa, Fl. 32922
Kimberly Devine	Kimberly Devine	212 Coquina Dr
Lacy Lantz	Lacy Lantz	2110 Clairemont COCOA FL
Pete Tossios		361 Lucerne dr.
Stephanie J. Lewis		24 Carleton Dr.
MARTHA FARKNER-VERNON		19 CARLETON DR.
Peter T. Johnson		2703 N. Indian River Dr. Cocoa, FL 32922
Kenneth Chaulk		207 Coquina Dr Cocoa 32922
Michael C. Clontz		16755 Lisle Blvd. Harbor Pointe Rockledge - 206 Coquina Dr. #202
Virginia C. Weaver		2303 MacFarland Cocoa 32922

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Executed this 17th day of February, 2019.

NAME	SIGNATURE	ADDRESS
Linda Dolphin	Linda Dolphin	2100 N Indian River Dr.
WILLIAM DENNIS CHILDS		2100 N. INDIAN RIVER DR.
Ralph Perrone Sr		2120 N. Indian River Dr.

Addendum to a Development Agreement
Cocoa Grand Apartments

February 13, 2019

EXHIBIT B: PRESENTATION ON THE ADDENDUM TO A DEVELOPMENT AGREEMENT COCOA GRAND APARTMENTS

Project Summary

Requested Action

- Approve an Addendum to the Binding Development Agreement between the City of Cocoa, Florida and 2075 W. King Street Land Trust and its successors to allow the developer to construct up to 312 apartment units and associated amenities.

Project Location

- A single parcel of land (Tax Parcel ID: 24-36-31-00-265) totaling 130.66 acres.

Location Map



Project Summary

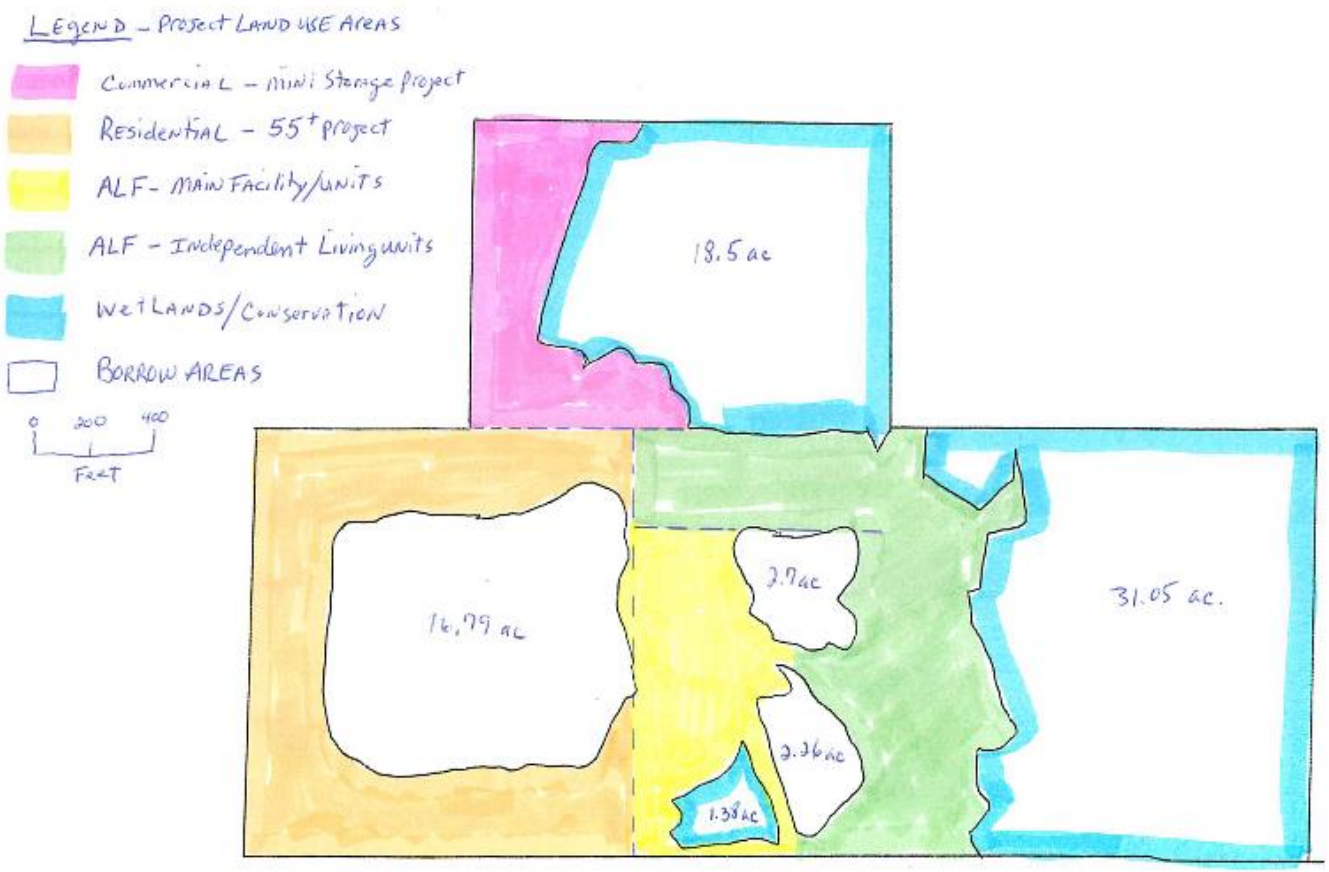
Project Background and Summary

- On October 17, 2017 City Council approved a Binding Development Agreement for the subject parcel utilizing its Home Rule power.

- The Concept Plan for the Agreement consisted of an ACLF (Adult Congregate Living Facility) comprised of 11 buildings totaling 100 units along with an independent living residential area and a 55-and-older residential area to be constructed on the southern portion of the parcel and around the existing lake with some commercial use on the northern portion of the property abutting SR520.

- In conjunction with the Binding Development Agreement, Council approved certain changes to the southern portion of the subject parcel: a Future Land Use change from Low Density Residential to Medium Density Residential, a designation of Conservation over the area of wetlands, and a rezoning from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential).

Original Concept Plan



Project Summary

- The original project was never developed and the property is now under contract to a developer who wishes to construct a market rate apartment community in the center portion of the southern (residential) portion of the property. No commercial use is planned for the northern portion of the parcel at this time.

- On September 17, 2018 the applicant held a public meeting to gather feedback from nearby residents regarding the proposed project.

- Five property owners attended and expressed concerns related to the proximity to their property and potential stormwater impacts.

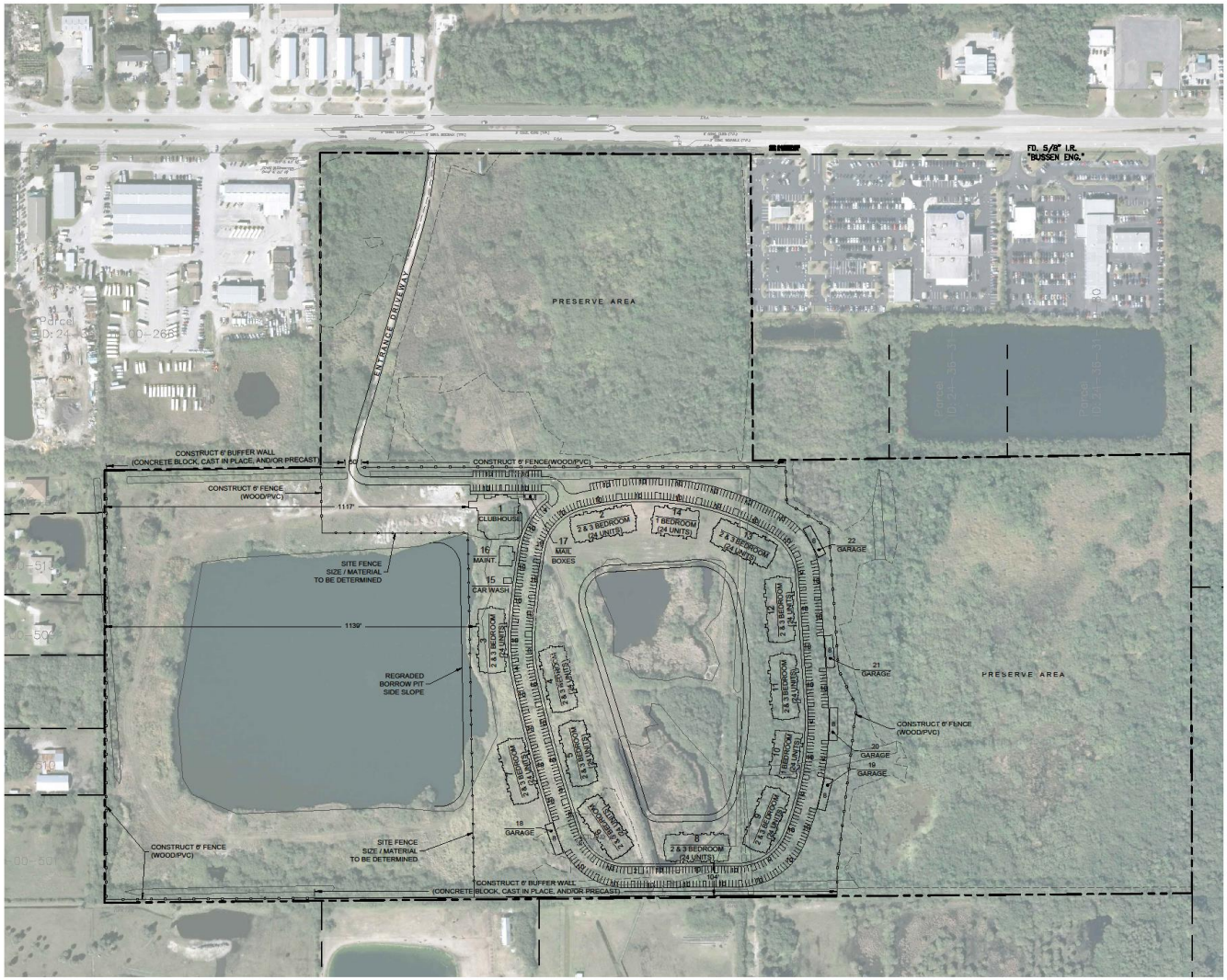
Project Summary

- As a result of this feedback the applicant redesigned the project layout to move the apartments from the perimeter of the existing borrow-pit lake at the western end of the parcel to a location in the center of the parcel.

- The new layout will include a stormwater pond in the center of the apartment buildings to provide a water view for residents as well as control stormwater on site.

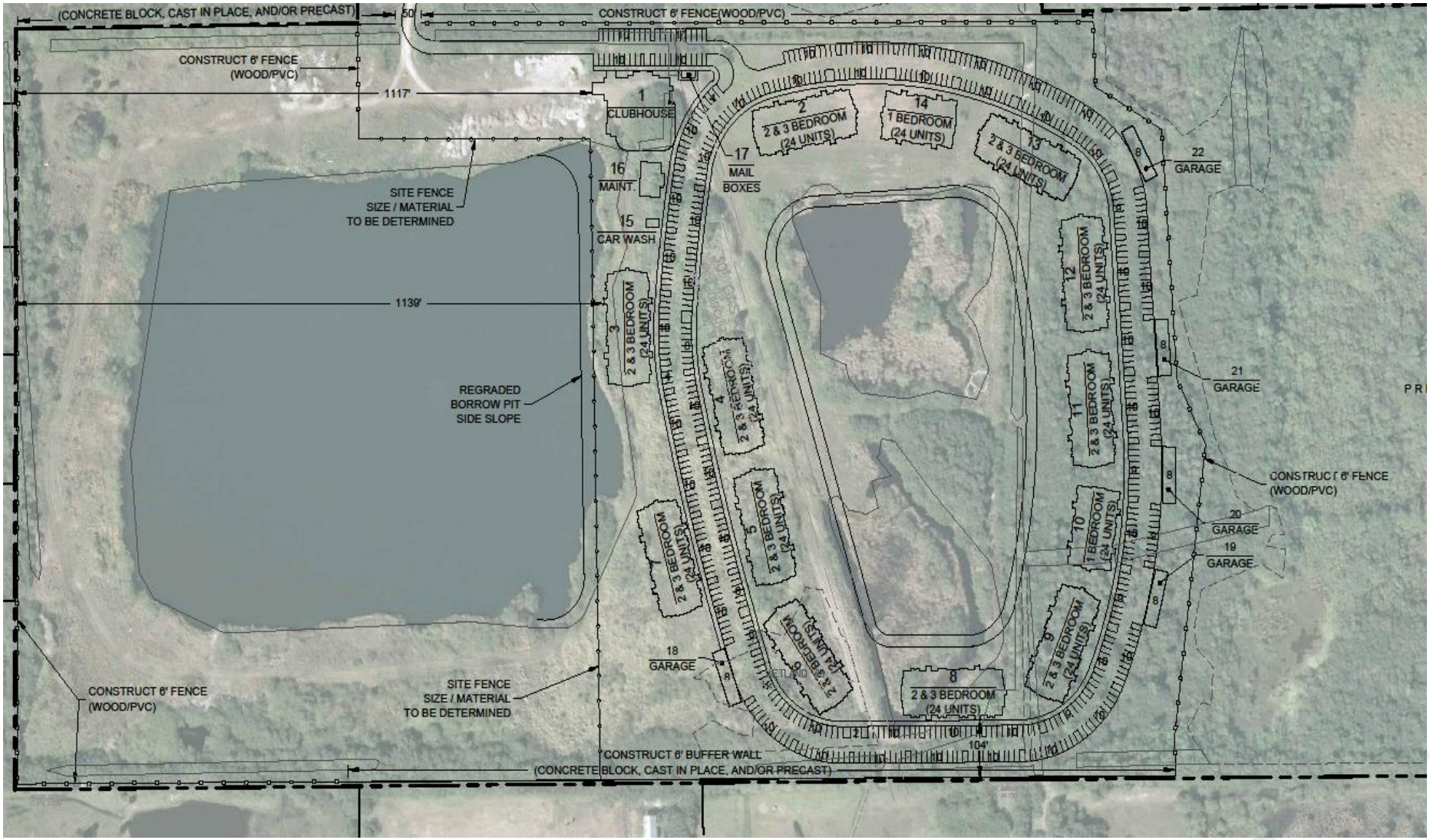
- The new design includes a clubhouse, a car wash and a maintenance building and retains the original plan for fencing and a concrete block wall separating the project from abutting residential and commercial properties.

Revised Concept Plan



COCOA FLORIDA

Revised Concept Plan



Project Summary

Staff Analysis

In recognition that the Concept Plan has been prepared prior to engineering and floodplain review, the Concept Plan may be slightly modified in the future to accommodate changes required by the City Code, including for drainage and flood storage, but may not be modified to include:

1) a different use of the Property;
2) an increase in the proposed number of units;
3) a reduction in the required amenities; or
4) a deviation from any condition.

Project Summary

The addendum also includes the following requirements of the developer:

1) Within six (6) months from the Effective Date of this Agreement, the Developer/Owner, at its expense, shall prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain floodplain development approval, final site plan, and final engineering approval for the Project consistent with the Concept Plan.
2) The Owner shall obtain approval of the site plan within twelve (12) months of the Effective Date of this Agreement.
3) If the Project fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid twelve (12) months, the City shall have the right to declare the Owner in default.
4) If the Owner does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate the Agreement without penalty.

Project Summary

The Project shall further be subject to the following conditions:

a) The apartment units shall meet the minimum living area requirements for apartments in the RU-2-15 Zoning District.

b) The apartment and communal buildings shall be no more than thirty-five (35) feet in height.

c) No development, other than buffer walls or fences, shall be permitted on the west side of the existing 16.79-acre lake (former borrow pit).

Project Summary

The Developer/Owner shall be specifically required to develop the Project to include certain amenities, which shall be maintained in good and working condition throughout the life of the Project, shall be of adequate size to service the intended number of residential units, and shall be incorporated into the final site plan:

a) The Developer/Owner agrees to include a clubhouse with an exercise/workout room, sauna, business center, and "party room" that may be reserved by residents for events; swimming pool; playground; dog park; car wash; sidewalk around the interior retention pond; and two (2) electric car charging stations;

b) The Developer/Owner agrees to incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, and energy-efficient HVAC systems;

Project Summary

c) Developer/Owner shall construct and maintain a six foot (6') buffer wall along certain portions of the subject property perimeter:

- Along the southern boundary of the Property from the point of the western boundary of Tax Parcel ID 24-36-31-00-506 to the western edge of the Conservation area on the Property, except that a fence may be provided within the natural gas easement area, if necessary to accommodate such easement.
- Along the northern boundary of the Property to the western edge of the driveway entrance.

Further, a six foot (6') opaque fence shall be constructed and maintained along certain portions of the property:

- Along the boundary between the commercial and RU-2-15 zoning on the Property, from the eastern edge of the driveway entrance to the western edge of the Conservation area, provided that Developer/Owner acknowledges and agrees that future development on the commercially-zoned portion of the Property shall require an additional or replacement buffer, in the form of a wall or other vegetative buffer, upon request of the City and provided that applicable environmental permits may be obtained.
- Along the western boundary of the Property and along the southern boundary of the Property where the buffer wall is not required.

Project Summary

d) The Developer/Owner shall install full-cutoff, low-light emitting or LED streetlights and outdoor lighting fixtures.

e) The Developer/Owner shall reserve a minimum of three (3) two-bedroom apartment units for City law enforcement officers to be rented at a fifty percent (50%) discounted rate, to be made available on a first-come, first-serve basis, at the time of initial leasing until there are no other two-bedroom apartments available at the facility.

In addition, the Developer/Owner shall provide a lease preference above other tenant applicants to City law enforcement officers and firefighters, along with EMS and local school teachers, on a first-come, first-serve basis as long as it does not violate Federal Fair Housing statutes.

Project Summary

Consistency with the Comprehensive Plan

Objective 3.1.1: Energy Efficiency. The City shall encourage energy efficiency in the design, construction and rehabilitation of new and existing residential buildings in the City and incorporate alternative energy technologies in the land development regulations.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

GOAL 11.1: The City of Cocoa will ensure, through effective planning and coordination with the School District, that adequate school capacity is available to accommodate enrollment demand for City residents.

Project Summary

Consistency with the Comprehensive Plan

- Objective 11.1.2: The City shall ensure adequate public school capacity exists to accommodate new students generated by residential development. The City shall forward all applications for a residential development permit to the School District for a school concurrency evaluation and determination.

- Policy 11.1.2.2: The City shall not approve any non-exempt residential development application for a new residential preliminary subdivision, site plan or functional equivalent until the School District School has issued a School Capacity Availability Determination Letter (SCADL) verifying available capacity.

Project Summary

Concurrency

- Staff has done a preliminary concurrency review of services required by the project and determined that there are sufficient facilities to meet the needs of the proposed development. In addition, the City has received the School Capacity Availability Letter showing sufficient capacity exists within the adjacent service area to serve the needs of the project.

- A final review will be completed with the Site Plan application.

Recommendation

Next Steps

If approved, the addendum will be signed and recorded in the Official Records of Brevard County, subject to applicable conditions. The developer will then need to submit a Site Plan application.

Previous Action

The Planning & Zoning Board recommended approval of this item at the February 6, 2019 meeting.

Recommendation

Accept the Planning & Zoning Board's recommendation of approval of the Addendum to the Binding Development Agreement and attached Concept Plan.

Preliminary Subdivision
Lakeside Palms West

February 13, 2019

EXHIBIT C: PRESENTATION ON PRELIMINARY SUBDIVISION LAKESIDE PALMS WEST

Project Summary

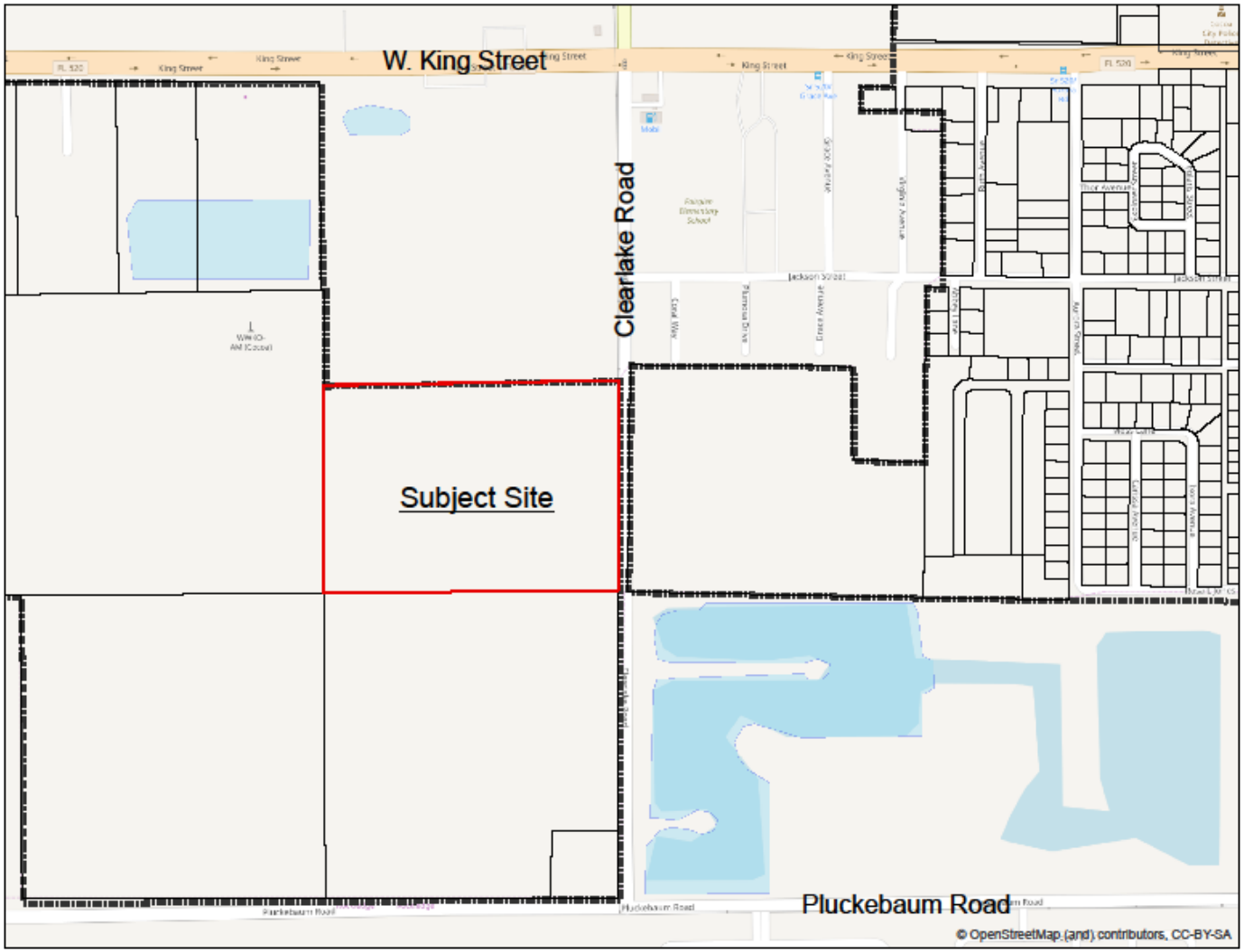
Requested Action

Approve a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for Lakeside Palms West subject to conditions identified in the agenda item.

Project Location

A single parcel of land (Tax Parcel ID: 24-36-31-00-750) totaling 27.62 acres located on the west side of Clearlake Road, approximately 0.25 miles south of SR520. The land was formerly an orange grove but is now vacant. The property is zoned RU-2-15 and has a Single-Family Residential Future Land Use.

Location Map



Project Summary

Project Background and Summary

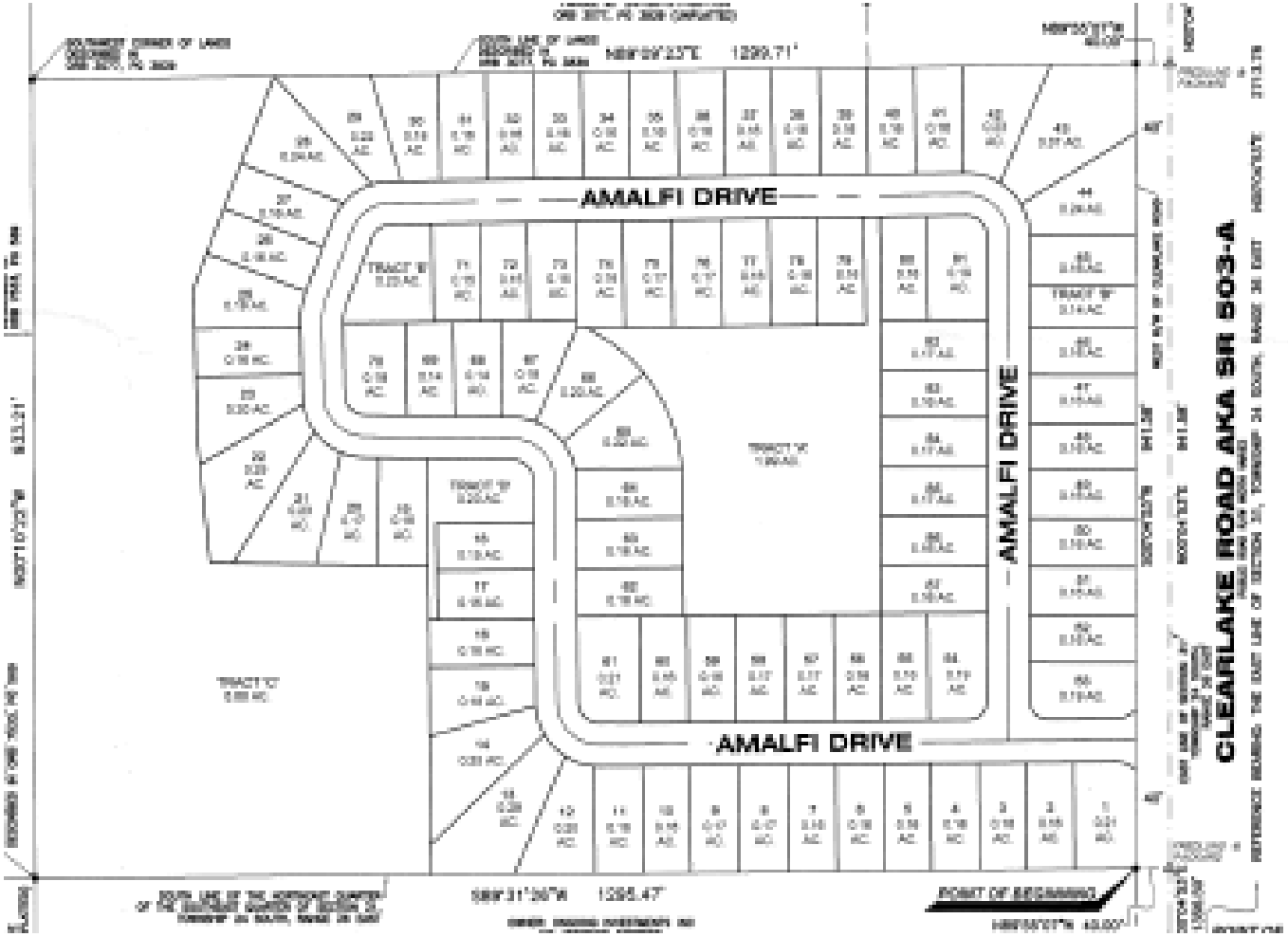
- The applicant intends to construct a single-family subdivision with 87 lots (approximately 5 units per acre).
- The current zoning on the property (RU-2-15) allows single family homes to be constructed utilizing the minimum bulk, yard, and living area standards of the RU-2-10 zoning district.
- Council provided staff direction to limit the applicability of the RU-2-10 zoning designation at the October 28, 2018 Council Meeting. Thereafter, the Applicant agreed to enter into a Development Agreement to ensure that amenities would be provided to serve the proposed subdivision and to limit uses on the property to single-family residential.

Project Summary

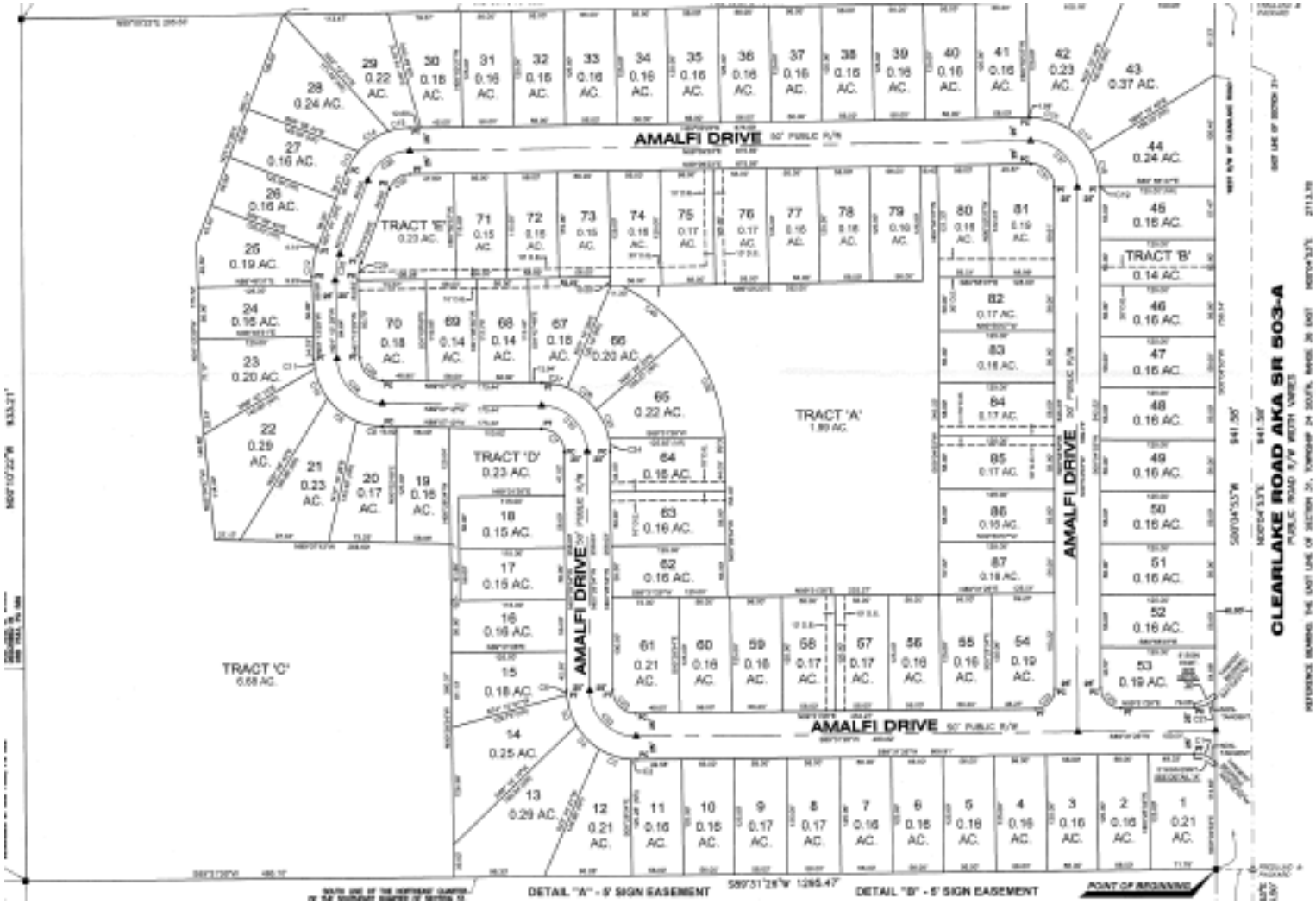
- The original subdivision application proposed 89 lots with no amenities. The Applicant has revised their subdivision plan to convert 2 of those lots into common open space areas for community amenities as outlined in the Development Agreement.

- The amenities will include a tot lot, benches, pavilion and multi-use field area, a pedestrian crosswalk, boardwalk and viewing deck over the stormwater pond, and a board walk and viewing deck over the wetland area.

Preliminary Subdivision Layout



Preliminary Subdivision Plat



Project Summary

Staff Analysis

Staff has reviewed the Preliminary Subdivision application under the RU-2-10 zoning district regulations as follows:

- Minimum Lot Area: 5,000 sq.ft.
- Minimum Lot Width: 50 ft.
- Minimum Lot Depth: 100 ft.
- Maximum Lot Coverage: 40%
- Maximum Height: 35 ft.

Project Summary

- The majority of the lots created by this subdivision are between 56 and 58 feet in width and 125 feet in depth which equates to 7,000 sq.ft. of lot area.

- Lots on roadway curves are allowed a minimum width of 25 feet, and corner lots are required to be 15% larger than interior lots.

- This subdivision plat meets these requirements. The Lot Coverage and Maximum Height requirements are addressed when a building permit is applied for.

Project Summary

- The buildable portion of the property is impacted by the existing wetland such that it is largely located in the AE flood zone area. This necessitated an additional review step which was handled by Geosyntec Consultants. Their review found the following:

1) The boundary and topographic survey were updated with the SFHA boundary. Based on the updated survey and the additional explanation provided in the comments response letter, the proposed project is considered to be in compliance with Sec. 6-356 (1) of the City's code.

2) The additional explanation provided in the technical memorandum is considered sufficient to demonstrate compliance with Sec. 6-330 of the City's code.

Project Summary

3) The hydrologic and hydraulic analysis provided in the technical memorandum indicates that the 100-year design storm runoff volume captured and removed from contributing to the floodplain is greater than the volume of proposed fill. Based on this analysis, the applicant has stated that the project will not impact the 100-year floodplain and base flood elevation. The additional explanation and analysis provided are considered sufficient to demonstrate compliance with Sec. 6-332 (2) of the City's code.

4) The additional explanation provided in the comment response letter states the permits that are and are not needed for this project and for compliance with Sec. 6-329 of the City's code. The applicant anticipates approval of an environmental resource permit from SJRWMD prior to commencement of the development.

Project Summary

Consistency with the Comprehensive Plan

- GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

- GOAL 11.1: The City of Cocoa will ensure, through effective planning and coordination with the School District, that adequate school capacity is available to accommodate enrollment demand for City residents.

Project Summary

- Objective 11.1.2: The City shall ensure adequate public school capacity exists to accommodate new students generated by residential development. The City shall forward all applications for a residential development permit to the School District for a school concurrency evaluation and determination.

- Policy 11.1.2.2: The City shall not approve any non-exempt residential development application for a new residential preliminary subdivision, site plan or functional equivalent until the School District School has issued a School Capacity Availability Determination Letter (SCADL) verifying available capacity.

Project Summary

Concurrency

- Staff has done a preliminary concurrency review of services required by the project and determined that there are sufficient facilities to meet the needs of the proposed development. In addition, the City has received the School Capacity Availability Letter showing sufficient capacity exists within the adjacent service area to serve the needs of the project.

- A final review will be completed with the Final Subdivision application.

Recommendation

Next Steps

If approved, the Preliminary Subdivision will allow the developer to begin construction of the site improvements and infrastructure once all the required conditions have been met. The Final Subdivision must be applied for within one year of approval of the Preliminary Subdivision.

Previous Action

The Planning and Zoning Board recommended approval with conditions of the Lakeside Palms West Preliminary Subdivision at its December 5, 2018 Meeting. Some conditions recommended by the Planning & Zoning Board have been resolved since the meeting and have not been included in this recommendation.

Recommendation

Approve a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for Lakeside Palms West subject to the conditions set forth below:

1. All unresolved review comments from City of Cocoa staff, or other reviewers on behalf of the City, shall be addressed prior to the Final Subdivision application being heard by City Council unless an earlier deadline is established below.
2. Provide revised Preliminary Subdivision plans and plat addressing the following comments:

Recommendation

Planning Division

1) The landscape plan depicts live oak trees along the Clearlake Road perimeter. As there is an overhead electrical power line along that side of Clearlake Road the City would prefer that a different tree species be planted that will not grow up into the power lines. Resolution of tree species can be coordinated with the Public Works or Planning Department prior to purchase.

Recommendation

Utilities Department - Sewer

1) The sewer lateral to Lots 1 and 2 should run directly to the lot corner. There should not be any bends under the asphalt.
2) Label the Clearlake Road directional bore "Fusible PVC".
3) The bore plan provided does not reflect a directional bore installation. Provide a proposed directional bore profile. The profile needs to show the pipe entrance location, pipe exit location, clearance from existing utilities, and proposed fittings for the tie in connections to the bore pipe.
4) Add an Air Relief Valve at the top 45 degree bend on the west side of the Clearlake Road directional bore.
5) Move the 50' x 50' Lift Station site to the east end of Tract B. This will allow for the remainder of Tract B to be accessed and maintained by the City. Provide an access driveway to the Lift Station site.
6) Reconfigure the Lift Station site so that the Lift Station structures have a minimum 10 feet clearance edge to edge from the of the 36" storm pipe.

Recommendation

Public Works Department

1) Swale along the East, North, and South sides of the property to be owned and maintained by Victory Judgement LLC, or HOA, not the City of Cocoa.

Additional Plat review comments provided by the City Attorney's office as follows:

1) The dedication shall be updated with the correct name of the property owner. Streets shall be dedicated to the public.
2) Updated title work shall be provided within 30 days of the City Council's approval.
3) Utility easements shall be furnished on all side and rear lot lines and shall be at least 10 feet wide and 5 feet on each side of the lot line.

Recommendation

4) The following easements shall be dedicated to the Lakeside Palms West Homeowner's Association of Brevard, Inc.:

   - 5-foot access easement for the purposes of maintaining fences or buffer walls for the subdivision along the rear of lots 29 through 53 and 1 through 13.
   - 5-foot drainage easements along the side of each tract shall be dedicated to the Lakeside Palms West Homeowner's Association of Brevard, Inc.

5) A conservation easement for Tract C shall be provided in accordance with s. 704.06, Florida Statutes.

Recommendation

6) A perpetual easement shall be dedicated to the City of Cocoa over all drainage easements, and Tract A for the purposes of drainage and emergency maintenance and inspection of such private facilities, but under no circumstances shall the City of Cocoa have any obligation, burden, responsibility, or liability to enter upon the subject property and take any action to repair or maintain a private system, facility, or amenity.

<u>City Surveyor and Flood Plain Management</u>

1) All comments generated by the City's surveyor must be addressed prior to the Final Subdivision application being heard by City Council.
2) Provide copy of St Johns River Water Management District permit prior to any site work commencement.

Legislation Details (With Text)

File #:	19-98	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/4/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Approve the Minutes of the Mayor's Town Hall Meeting on February 19, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Mayor's Town Hall Minutes.pdf Exhibit A- Mayor Town Hall Meeting Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2019
Agenda Date: March 13, 2019
Prepared By: Carie Shealy, City Clerk
Through: Department Director
Requested Action:
Approve the Minutes of the Mayor's Town Hall Meeting on February 19, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes of the Mayor's Town Hall Meeting on February 19, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
MAYOR'S TOWN HALL MEETING

February 19, 2019

The Mayor's Town Hall Meeting was held on Tuesday, February 19, 2019 at the Cocoa Civic Center, 430 Delannoy Ave., Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Jake Williams, Jr. called the meeting to order at 6:07 pm.

Present:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk

Other staff members present:

Ed Wegerif, Public Works Director; Katie Ennis, Deputy Utilities Director; Jonathan Lamm, Deputy Fire Chief; Nancy Bunt, Community Services Director; Rebecca Bowman, Finance Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Assistant to the City Manager/PR Specialist; and Mike Cantaloupe, Police Chief.

II. Discussion Topics

1. Department Presentations

Mayor Williams introduced all Council members and City Manager Titkanich introduced all City staff members present.

City Manager Titkanich announced that there is a scam where individuals are claiming to be City of Cocoa Utility workers and are asking to enter citizen's homes to test the water. He explained that all Cocoa employees will be in uniform, will have a badge, and do not typically enter homes at all. He encouraged everyone to be aware of this issue and to not let these scammers into their homes.

City Manager Titkanich provided a presentation[1]. He shared before and after photos of the three new Fire Stations as well as photos of Riverfront Park before and after Hurricane Irma. City Manager Titkanich briefly discussed the future of the waterfront area and explained that the Cocoa CRA reallocated funds for Lee Wenner Park.

Furthermore, he shared information regarding the new Dr. Joe Lee Smith Center and shared a photo of the design. The new center will be built in place of the old one. He also added that Council recently celebrated the completion of the Stone Street Streetscaping project at the Grand Opening event.

City Manager Titkanich mentioned some of the City's upcoming projects such as the Villas of Cocoa Village which will have sixty-four (64) townhomes with amenities as well as the Cottages at Cocoa Village which will be developed across the street from the Villas. Lastly, staff is working towards having a Cocoa Village gateway feature erected at the corner of Florida Avenue and SR520.

City Manager Titkanich pointed out that one hundred twenty-five (125) new businesses have opened in Cocoa and eight hundred four (804) new full time jobs have been created. Furthermore, several large projects were completed in 2018 such as the Mike Erdman Dealership and the Wal-Mart Distribution Center, with more to come in 2019 such as Lakeside Palms, the Villas of Cocoa Village and the Cottages at Cocoa Village.

He noted that the population in Cocoa has grown to nineteen thousand two hundred eighty-six (19,286) citizens which is a seventeen and a half percent (17.5%) increase in population since 2010.

City Manager Titkanich advised of other events and projects that are on the horizon such as Lakeside Palm West, future phases of Adamson Creek, Cocoa Grand, the Stormwater Capital Improvements Plan and the Fiske Corridor improvements. He added that Habitat for Humanity is having a Groundbreaking ceremony at 9am on February 25, 2019 at 470 Whaley St., Cocoa for the Female Veteran's Homebuild Project.

In regards to responsible fiscal management, City Manager Titkanich pointed out that the City was assigned Moody's Aa2 rating and the City was also upgraded from AA (stable) to AA (positive). Additionally, the City also received a Certificate of Achievement for Excellence in Financial Reporting. He encouraged everyone to

[1] Exhibit A: Mayor's Town Hall Meeting

come out on Thursday, March 14th for the Budget Kick-off Workshop that will be held in Council Chambers.

Lastly, City Manager Titkanich reminded everyone that Council meeting nights are on the second and fourth Wednesday of every month. He announced the Town Hall meeting dates for the year as well as information for an upcoming FDOT Public Meeting that will take place on Tuesday, March 5th from 5:30pm to 7:30pm at the Cocoa First Assembly of God Church.

Mayor Williams expressed that he has been a Cocoa resident for fifteen (15) years and has a lot of love for the community and the citizens. He stated that he has seen many changes take place over the years. He mentioned that he had previously worked with abused children and coached both youth football and basketball as he is a strong believer in making a difference in the community. He added that he became involved in government in the late 1990s and sat on the Code Enforcement Board before becoming a member of Council.

Mayor Williams referenced an article he had seen in the newspaper that talked about the City of Cocoa and stated that due to the City's limited budget, low income communities are not being tended to. Mayor Williams stated that this is not acceptable and expressed his frustration. He added this his goal is to improve these communities.

He discussed all of the challenges that Council has faced since the Swearing-In Ceremony in November. He pointed out that Council has been fighting Commissioners to keep CRAs, they have been trying to handle the accident that happened on Michigan Avenue and have been working towards the development of a hotel in Cocoa Village.

Mayor Williams discussed affordable housing in the community and mentioned that there are individuals who are taking advantage of tax deed sales and either flip or demolish these homes when the City could be flipping these homes instead and leaving them as affordable housing for residents.

Mayor Williams expressed his gratitude to the Code Enforcement Board but added that he feels too many liens are being forgiven that shouldn't be. He explained that some of the property owners that have Code cases against their properties add a little "makeup" to these homes and expect to have their liens completely forgiven, some of which have accrued to be thousands of dollars.

He also addressed the issue of homelessness within the City. He suggested that the Sharing Center, churches and various other organizations come together to help resolve this issue.

Mayor Williams pointed out that the City of Cocoa has the potential to be a great city as it provides water to the bulk of Brevard County and is also centrally located. He added that he loves the City and is very passionate about it.

Lastly, he shared that he attended the vigil of Ms. Tashaun Jackson with Councilmember Koss and Councilmember Goins and had the opportunity to meet Ms. Jackson's family.

Councilmember Koss added that she thinks there are a lot people that are passionate about the City. She expressed that the City is a diamond in the rough and she feels there are a lot of positive things that the City can build on.

Councilmember Goins spoke about the importance of unity and sharing healthy dialogues, even if there are disagreements. He stated that he believes that the City is moving in the right direction.

Furthermore, he thanked Chief Cantaloupe and his staff for the improvements along Peachtree Street and added that Cocoa is the heart of Brevard County and the City is striving towards greatness.

Councilmember Boisvert noted that things are well on the west side of Cocoa.

Deputy Mayor Warner shared that she became involved in government in 1994 because of her daughter. She encouraged all, especially parents, to be role models to children and make an effort in their community and join a board or serve in some way. She spoke about the younger generations and encouraged parents to teach their children the importance of serving their community and making a difference.

Additionally, she encouraged everyone to come have breakfast with Chief Cantaloupe in April.

2. Community Input

Ms. Pauline Eager, 115 Indian River Dr., Cocoa, asked if staff could look into resolving an issue with the sound system in Council Chambers. She explained that she has tried to watch the recordings of the Council meetings online at home but the audio is hard to hear.

Ms. Victoria Mitchner, Cocoa, thanked Mayor Williams, Councilmember Koss and Councilmember Goins for their hard work and for attending and supporting the beautification projects in the City.

Mr. Aleck Greenwood, 640 Brevard Ave., Cocoa, thanked Mayor Williams for his commitment and hard work.

Ms. Ella Green, 1101 Mitchell St., Cocoa, stated that she has been having problems with chickens roaming her neighborhood freely. She added that she has already notified Code Enforcement about the issue. She also has concerns about speeding cars traveling along her street. She explained that she has reached out to the Police Department but needs the issue to be resolved as there are children that live in the neighborhood and she is concerned for their safety.

Mr. Alton Edmond, Cocoa, inquired about the risk citizens may have in regards to individuals imitating Cocoa Utility workers and if any cases have been reported. In response, Ms. Senger explained that there have been no reported robberies or anything of that nature, just individuals trying to talk their way inside other people's homes.

Mr. Rip Dyal, 3807 Parapet Dr., Cocoa, encouraged all to volunteer if they can and mentioned that he is trying to bring the V-Cop program back up to where it used to be.

Mr. Ed Lanni, 939 N. Indian River Dr., Cocoa, also encouraged everyone to volunteer, especially if they are interested in being a V-Cop as it greatly helps the Cocoa Police Department. He also encouraged everyone to attend Council meetings and to voice their opinions on happenings in the City.

Sharon Smith, Miracle Life Kingdom Ministries, and relative of Ms. Tashaun Jackson, spoke about the importance of unity and coming together as one community to reach one common goal. She expressed that everyone needs to put their differences aside and look out for one another.

Ms. Theresa Clifton, Brevard Humane Society, announced that the Humane Society is conducting free cat neuters thanks to a state grant they received. Ms. Clifton also asked Council to consider having a discussion about possibly trying to curb "pet shop" type businesses from opening in the City as they typically bring in animals from up north, usually from animal mills. Ms. Clifton added that the Humane Society has plenty of resources and are able to provide education and training.

Lastly, Ms. Clifton shared information about rabies and explained that it can be transmitted by any red blooded animal. She warned every one of the dangers rabies can cause and encouraged all to educate themselves and to be cautious.

A citizen from Viera, who used to reside in Cocoa, explained the struggles of trying to find housing in Cocoa.

She suggested that all of the churches in Cocoa have their own Town Hall meetings and also encouraged the churches to unite and to make a difference in the community. She expressed that Cocoa has done a great job and she is not ashamed of Cocoa.

Mr. Brown, a business owner in Cocoa, moved his business from Cape Canaveral to Cocoa and is also a member of Celebration Tabernacle. He offered to help and support Cocoa in any way he can.

Mayor Williams asked Ms. Smith to share what the four children of Tashaun Jackson need. In response, Ms. Smith explained that the children need undergarments but the family is more than happy to accept anything that anyone is willing to give. She shared a contact phone number of 321-806-8072 and a GoFund Me page under the name of Justice for Tashaun for anyone that would like to donate. She thanked Mayor Williams, Councilmember Koss, Councilmember Goins and the Chief of Police for what they've done and the resources they have provided.

Mayor Williams presented Ms. Smith with a two hundred twenty ($220.00) donation.

Mayor Williams thanked everyone for coming.

III. ADJOURNMENT:

*** The Town Hall Meeting adjourned at 7:40 pm.**

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk
(Transcribed by Monica Arsenault, Assistant City Clerk)

Mayor Jake Williams, Jr.

Town Hall Meeting
February 19, 2019
Cocoa Civic Center



Working Together as

ONE

Community to

BUILD A BRIGHTER FUTURE

Stay Connected

www.ChooseCocoa.org
www.CocoaFL.org


INVESTING IN THE COMMUNITY
PUBLIC SAFETY
WATERFRONT
DR. JOE LEE SMITH CENTER
STONE STREET STREETSCAPING
915 FLORIDA AVE.
COCOA VILLAGE GATEWAY ENTRY FEATURE

PUBLIC SAFETY

3 New Fire Stations













2018


WATERFRONT
BEFORE
HURRICANE IRMA
AFTER
2018


THE
FUTURE

DR. JOE LEE SMITH CENTER



BEFORE



AFTER

2018

STONE STREET STREETSCAPING



2018

915 FLORIDA AVENUE



BEFORE

PROPOSED



2018

COTTAGES AT COCOA VILLAGE



BEFORE

PROPOSED



CV GATEWAY ENTRY FEATURE



BEFORE

AFTER



2018

Mayor Jake Williams, Jr.

Town Hall Meeting
February 19, 2019
Cocoa Civic Center



Working Together as

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Community to

BUILD A BRIGHTER FUTURE

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www.CocoaFL.org

NEW DEVELOPMENT



New Businesses /Jobs

Development

New Businesses/Jobs



125

New Businesses



804

New Full-time Jobs

2018

DEVELOPMENT



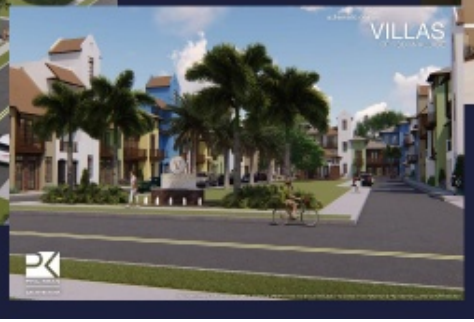








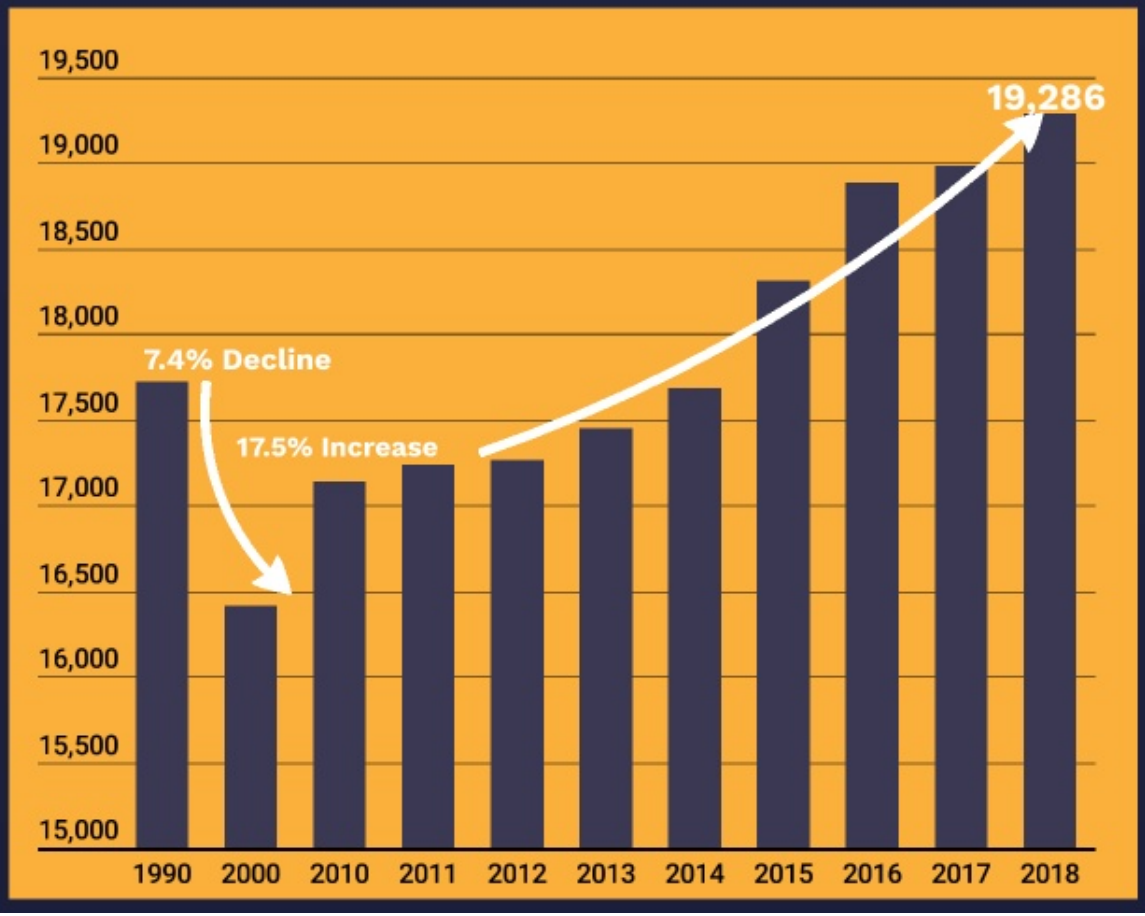






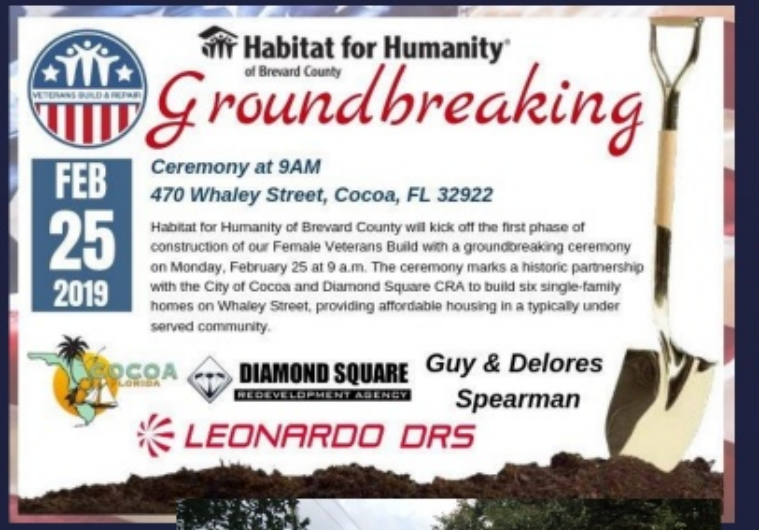
2018

POPULATION GROWTH



ON THE HORIZON

- Lakeside Palm West
- Adamson Creek future phases
- Habitat for Humanity Female Veteran's Homebuild Project
- Cocoa Grand
- Stormwater Capital Improvements Plan
- Fiske Corridor Improvements







Mayor Jake Williams, Jr.

Town Hall Meeting
February 19, 2019
Cocoa Civic Center



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Community to

BUILD A BRIGHTER FUTURE

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Responsible Fiscal Management



Assigned Aa2 rating



Upgraded from AA(stable) to AA(positive)

Certificate of Achievement
FOR EXCELLENCE IN
Financial Reporting



COCOA FLORIDA

Adopted Budget
Fiscal Year 2019
Adopted: September 13, 2018

Budget Kick-off Workshop

Thursday, March 14th at 5:30pm
Council Chambers

Mayor Jake Williams, Jr.

Town Hall Meeting
February 19, 2019
Cocoa Civic Center



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Download our Mobile App,
Cocoa Connect



Cocoa City Council Meetings

2nd and 4th Wednesday of every month
Council Chambers, 65 Stone St., Cocoa



Town Hall Meetings

Mayor: Tuesday, February 19, 2019 - Cocoa Civic Center, 6pm

District 1: Tuesday, April 16, 2019 - Leon and Jewel Collins Museum/Moore Center, 6pm

District 2: Tuesday, June 18, 2019 - Cocoa Boys and Girls Club, 6pm

District 3: Tuesday, August 20, 2019 - Lost Lakes Clubhouse, 6pm

District 4: Tuesday, October 15, 2019 - Florida Solar Energy Center, 6pm



Mayor Jake Williams, Jr.

Town Hall Meeting
February 19, 2019
Cocoa Civic Center



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February 19, 2019
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Legislation Details (With Text)

File #:	19-71	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	2/13/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	To Approve Participation in a Cooperative Purchase Agreement with Ring Power, Palm Bay, Florida, Utilizing the City of Melbourne Contract No. 06-066-0-2016/KS to Purchase Radiator Cores, Tanks, Belts and Hoses for the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit 1A Complete City of Melbourne piggyback contract 2nd Amendment to Contract City of Melbourne Permission to piggyback QUOTE City of Cocoa Wewahootee Radiator 2-3508.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 13, 2019
Agenda Date: March 13, 2019
Prepared By: Shawn Weston, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Ring Power, Palm Bay, Florida, Utilizing the City of Melbourne Contract No. 06-066-0-2016/KS to Purchase Radiator Cores, Tanks, Belts and Hoses for the Dyal Water Treatment Plant

BACKGROUND:

The Dyal Water Treatment Plant is requesting to replace 13 core units, within each unit and both upper and lower tanks for each unit, along with belts and hoses for two Caterpillar Generator radiators at Wewahootee Pump Station.

The current equipment generator radiators are 11 years old and were installed in 2008. They have outlived their useful life due to the sulfuric atmosphere at the Wewahootee Plant. Direct replacement of these Model 3508 radiator parts are required to cool the generators while running during inclement weather and power outages.

The Dyal Water Treatment Plant has standardized to Caterpillar Generators and currently have 24 generators that are maintained by Ring Power for consistency in maintenance, repair parts and repair

and inter-operability with the existing equipment in an annual maintenance contract.

The Dyal Plant Staff is requesting the approval of this purchase through the use of a cooperative purchase agreement utilizing the City of Melbourne Contract No. 06-066-0-2016/KS and to authorize a budgeted expenditure for this equipment not to exceed $61,172.52.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$61,172.52
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Ring Power, Palm Bay, Florida, Utilizing the City of Melbourne Contract No. 06-066-0-2016/KS to Purchase Radiator Cores, Tanks, Belts and Hoses for the Dyal Water Treatment Plant.

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EXHIBIT A1

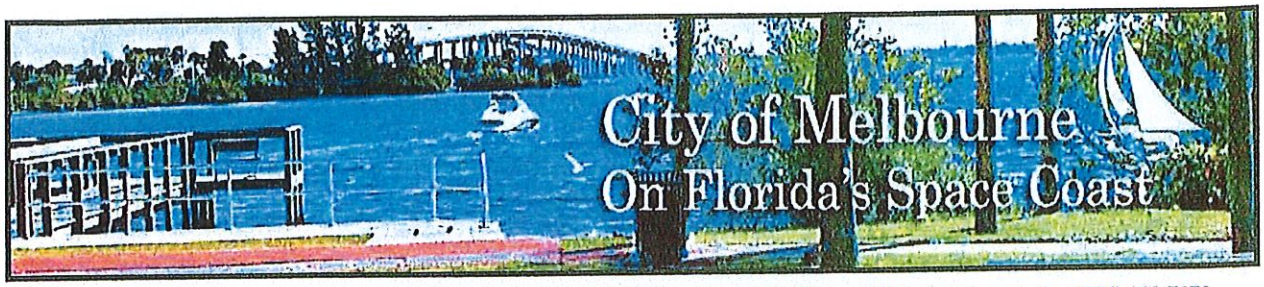
STATEMENT OF WORK

CONTRACTOR shall provide Large Generator Maintenance and Repair Services and all equipment, supplies, transportation, and personnel necessary (and items incidental thereto) as set forth herein, and in compliance with the Performance Standards of Exhibit A2.

1. RECURRING SERVICES:

CONTRACTOR shall provide routine preventative maintenance and tank cleaning services for emergency generators, associated switchgear, fuel delivery systems and associated components including fuel storage tanks for equipment and locations listed below:

City No.	Description	Location	Day Fuel Tank	Fuel Storage Tank Size
Water Reclamation Division				
785-G	2000KW, 2002, Caterpillar Model 3516B, Serial No. 1HZ02079	D.B. Lee Water Reclamation Plant	550 gal. tank is shared	10,000 gal. tank is shared
786-G	2000KW, 2002, Caterpillar Model 3516B, Serial No. 1HZ02074	D.B. Lee Water Reclamation Plant		
790-G	2000KW, 2011, Caterpillar Model 3516C, Serial No. SBJ01099	Grant Street Water Reclamation Plant	400 gal. tank is shared	10,000 gal. tank is shared
791-G	2000KW, 2011, Caterpillar Model 3516C, Serial No. SBJ01100	Grant Street Water Reclamation Plant		
City Hall				
City Hall	625KW, 2009, Caterpillar Model LC6, Serial No. G6B13935	City Hall	None	1,800 gal. tank
Water Production				
803-E	1750KW, 2002, Caterpillar Model 3516, Serial No. 25Z06962	Actiflo Water Treatment Plant	200 gal. tank	15,000 gal. tank
804-E	600KW, 2002, Caterpillar Model 3412, Serial No. 9FG02356	Surface Water Treatment Plant	200 gal. tank	5,000 gal. tank
820-G	350KW, 1998, Caterpillar Model 3406, Serial No. 4ZR04049	North Booster Stations	100 gal. tank	2,000 gal. tank
834-E	500KW, 1992, Caterpillar Model 3412, Serial No. 81Z10924	Surface Water Treatment Plant	None	2,000 gal. tank
840-E	400KW, 2007, Caterpillar Model No. LC5/C15, Serial # G6B10987	Surface Water Treatment Plant	200 gal. tank	1,500 gal. tank
845-E	900KW, 1994, Caterpillar Model 3508, Serial No. 6NA03212	Reverse Osmosis Water Treatment Plant	200 gal. tank	20,000 gal. tank is shared
846-E	900KW, 1994, Caterpillar Model 3508, Serial No. 6NA03214	Reverse Osmosis Water Treatment Plant	200 gal. tank	
855-G	350KW, 1998, Caterpillar Model 3406, Serial No. 4ZR02775	Wellfield	200 gal. tank	1,000 gal. tank



Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7060 • Fax (321) 608-7070

PURCHASE AGREEMENT FOR SERVICES

LARGE GENERATOR (350KW+) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

This **PURCHASE AGREEMENT FOR SERVICES – LARGE GENERATOR (350KW+) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY,** and Ring Power Corporation., a Florida corporation, whose principal address is 500 World Commerce Parkway, St. Augustine, Florida 32092 hereinafter referred to as the **CONTRACTOR.**

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	CONTRACTOR CONTACT:
Procurement Division Karen Smith, Buyer 2893 Harper Road Melbourne, FL 32904 karen.smith@mlbfl.org P:321-608-7091/F:321-608-7095	Eric Blankman, Water Reclamation Superintendent City of Melbourne 732 N. Apollo Boulevard Melbourne, FL 32935 eric.blankman@mlbfl.org P: 321-608-5801/F: 321-608-5805	**Ring Power Corporation** Ernie Vollenweider, Sales Representative 415 Community College Parkway SE Palm Bay, FL 32909 ernie.vollenweider@ringpower.com P: 321-262-3828/F: 321-952-1733

This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 6/4/15)
  - ☒ Exhibit A1. Statement of Work
  - ☒ Exhibit A2. Performance Standards
  - ☐ Exhibit A3. Maintenance Agreement
  - ☒ Exhibit A4. Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- Exhibit D: Bid Specifications
  - ☒ Exhibit D1: Invitation to Bid # ITB-06-066-0-2016/KS as modified by addenda (the "ITB")
  - ☐ Exhibit D2: Request for Proposal # _____ as modified by addenda (the "RFP")
  - ☒ Exhibit D3: CONTRACTOR'S Responsive Bid/Proposal dated July 1, 2016 but only to the extent responsive to City's ITB or RFP (the "Bid")

City may purchase and CONTRACTOR shall provide the Services (and Items incidental thereto) as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on **October 1, 2016** (the "Commencement Date"), subject to the Effective Date. This Contract expires on **September 30, 2017** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to three (3) additional twelve (12) month terms.

CITY:
CITY OF MELBOURNE,
a Florida municipal corporation

10/3/16
Michael A. McNees, City Manager — Date

ATTEST: _____
Cathleen A. Wysor, City Clerk

CONTRACTOR:
RING POWER CORPORATION
a Florida corporation

_____ 08/24/16
Signature — Date
Name: Alan Thomas
Title: Vice President/Governmental Sales Director

City Use Only
Initial Method of Procurement (mark):
- ☐ ITB # 06-066-0-2016/KS
- ☐ RFP # _____
- ☐ Exception: _____

Commencement Date: 10/3/16**
** Note: But effective no earlier than last of the parties to execute
Expiration Date: _____
Renewal: ☐ No ☒ Yes: 3 times
City Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES

1. DEFINITIONS

A. "Item(s)" means any goods or items, including intellectual property, provided by CONTRACTOR incidental to the Services.

B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.

C. "Purchase Order" is CITY's document setting forth specific Services to be rendered and Order information.

D. "Order" means CITY's authorization for CONTRACTOR to provide the Services defined in accordance with the CITY's Purchase Order sent to CONTRACTOR.

E. "Service(s)" means the work which CONTRACTOR is to perform for CITY as set forth in Exhibit A1 in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.

F. "Commencement Date" and "Expiration Date" are defined as set forth on the first page of this Contract and shall apply to term contracts.

2. TERM OF AGREEMENT

The term of this Contract shall begin on the Effective Date, and continue to the Expiration Date. The Effective Date of this Contract shall be the date of the last of the parties to sign.

3. PRICING

A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. .

B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.

C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days.

D. All Applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONTRACTOR shall be stated separately on CONTRACTOR's invoice and borne by CONTRACTOR. In the event that CITY is prohibited by law from remitting payments to the CONTRACTOR unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONTRACTOR. CITY shall not reimburse CONTRACTOR for the amount of such taxes withheld.

E. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONTRACTOR.

F. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.

G. CITY reserves the right to have CONTRACTOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon CONTRACTOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONTRACTOR is found to not be complying with this Contract in any way, CONTRACTOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONTRACTOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. INVOICING AND PAYMENT

A. Payment for Services as specified in the contract shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Seller must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

B. CONTRACTOR shall be responsible for and hold the CITY harmless for any and all payments to CONTRACTOR's vendors or subcontractors utilized in the performance of the Services.

C. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.

D. Payment is made when CITY's check is mailed or EDI funds transfer initiated.

E. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.

F. No payments shall be made in advance of acceptance of services not covered under this Contract nor for Services not acceptable to CITY.

G. CONTRACTOR agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.

H. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION - All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, CONTRACTOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Contract, shall not be exclusive. The CITY reserves the right to

competitively bid any Services from another provider when it is in the best interest of CITY.

7. TERMINATION

A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.

B. CITY may terminate this Contract upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.

C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing CONTRACTOR with notice of default or an opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.

D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to CONTRACTOR but without an opportunity to cure if CITY determines CONTRACTOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.

E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.

F. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.

G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONTRACTOR but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONTRACTOR's claims, the CITY shall be entitled to all work and materials paid for.

H. Before assuming any payment obligation under this section, the CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.

I. There shall be no charges for termination of orders for Services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could reasonably have avoided.

J. Notwithstanding anything else in this Contract, failure to meet the performance date(s) in this Contract shall be considered a material breach of contract and shall allow CITY to terminate the order for the Services and/or any subsequent Orders in the Purchase Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONTRACTOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to CITY.

9. SCHEDULING AND ORDERS

A. CONTRACTOR shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.

B. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.

C. CITY shall have no obligation with respect to the purchase of Services under this Contract until such Services are specified in an issued Purchase Order.

D. CONTRACTOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Contract.

10. WARRANTY

A. CONTRACTOR represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in CONTRACTOR's trade or industry, and shall meet the descriptions and specifications provided on Exhibit A1 and the performance standards stated in Exhibit A2. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONTRACTOR's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONTRACTOR's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Contract or specifications, whether provided by CITY or furnished with the Item, may be returned to CONTRACTOR at CONTRACTOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.

B. CONTRACTOR makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:
   (i) Items will not infringe any party's intellectual property rights;
   (ii) CONTRACTOR has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
   (iii) Items are new, and of the grade and quality specified;
   (iv) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONTRACTOR, and to any other agreed-to specifications; and
   (v) Items conform to the manufacturing quality provisions set forth in Exhibit A2.

C. If CONTRACTOR breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, CONTRACTOR shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) CONTRACTOR shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. CONTRACTOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. INDEPENDENT CONTRACTOR

In performing Services under this Contract, CONTRACTOR is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONTRACTOR will be solely responsible for determining the means and methods for performing the required Services. CONTRACTOR shall have complete charge and responsibility for personnel employed by CONTRACTOR; however, the CITY reserves the right to instruct CONTRACTOR to remove from the CITY's premises immediately any of CONTRACTOR's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONTRACTOR's obligation to provide Services under this Contract.

12. SECURITY

CONTRACTOR confirms that employees of CONTRACTOR

performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONTRACTOR understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONTRACTOR exclusively for CITY's orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONTRACTOR's expense; and (v) be shipped to CITY promptly on demand.

B. CONTRACTOR shall insure CITY's personal property and be liable for loss or damage while in CONTRACTOR's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONTRACTOR hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONTRACTOR arising out of or utilized by the CONTRACTOR in the performance of this Contract and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONTRACTOR waives all rights of attribution and integrity for specific works created by CONTRACTOR under this Contract.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONTRACTOR's Services. If an injunction issues as a result of any such claim or action, CONTRACTOR agrees at CONTRACTOR's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONTRACTOR or for any Item destroyed and for Services connected therewith.

16. GENERAL INDEMNIFICATION

CONTRACTOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Items. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

17. COMPLIANCE WITH LAWS

A. CONTRACTOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Contract. Lack of knowledge by CONTRACTOR shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONTRACTOR's personnel providing Services to the CITY.

B. CONTRACTOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.

C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.

D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONTRACTOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

E. CONTRACTOR represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months.

F. CONTRACTOR shall maintain, for the duration of this Contract, all valid licenses and certificates required for the performance of work and Services and provision of Items.

G. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, this sub-paragraph applies to any contract for Services and Items of $1 million or more. CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in §287.135, Fla. Stat., as may be amended or revised. CITY may terminate this Contract at the CITY's option if CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of § 287.135, Fla. Stat., as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in §287.135, Fla. Stat., as may be amended or revised.

H. CONTRACTOR agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONTRACTOR will perform only those Services identified on Exhibit A1 and will work only in areas designated for such Services. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.

I. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla.

Stat..

B. The CITY reserves the right to audit the records of CONTRACTOR for the Services and Items provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.

C. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.

D. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:
(i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
(1) Keep and maintain public records required by the CITY to perform the Services.
(2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
(3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
(4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the Service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
(ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

A. This Contract contains the entire understanding between the CITY and CONTRACTOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONTRACTOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

B. CONTRACTOR shall not substitute the Items.

C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
- Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
- Third, these "Standard Terms and Conditions of Purchase Agreement – Services" incorporated by reference into the Contract.
- Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.

D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.

G. Notwithstanding anything else contained in this Contract, CITY and CONTRACTOR specifically agree that failure to perform certain obligations undertaken in connection with this Contract would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONTRACTOR's failure to complete performance of the Services called for in this Contract or on any project Ordered under this Contract, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

20. DISPUTES

In case of dispute arising under this Contract between the parties, the decision of the CITY of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT; SUBCONTRACTORS

CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY. CITY may cancel this Contract for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by CONTRACTOR and CITY and subject to with the same degree of formality evidenced in this Contract. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to CONTRACTOR extending the pricing, terms and conditions of this Contract to other governmental entities at the discretion of CONTRACTOR.

23. **APPLICABLE LAW**
This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Contract shall be filed in Brevard County, Florida.

24. **HEADINGS**
The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

25. **SURVIVAL**
The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (General Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20(Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Product Description and Statement of Work), Exhibit A2 (Performance Standards), Exhibit A3 (Maintenance Agreement except for Technical Support which expires or terminates), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Contract.

26. **TIME**
Time is of the essence in the performance of this Contract.

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

City Clerk
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: 321-608-7220
Email: City.Clerk@MLBFL.org

EXHIBIT A1

STATEMENT OF WORK

CONTRACTOR shall provide Large Generator Maintenance and Repair Services and all equipment, supplies, transportation, and personnel necessary (and items incidental thereto) as set forth herein, and in compliance with the Performance Standards of Exhibit A2.

1. RECURRING SERVICES:

CONTRACTOR shall provide routine preventative maintenance and tank cleaning services for emergency generators, associated switchgear, fuel delivery systems and associated components including fuel storage tanks for equipment and locations listed below:

City No.	Description	Location	Day Fuel Tank	Fuel Storage Tank Size
Water Reclamation Division				
785-G	2000KW, 2002, Caterpillar Model 3516B, Serial No. 1HZ02079	D.B. Lee Water Reclamation Plant	550 gal. tank is shared	10,000 gal. tank is shared
786-G	2000KW, 2002, Caterpillar Model 3516B, Serial No. 1HZ02074	D.B. Lee Water Reclamation Plant		
790-G	2000KW, 2011, Caterpillar Model 3516C, Serial No. SBJ01099	Grant Street Water Reclamation Plant	400 gal. tank is shared	10,000 gal. tank is shared
791-G	2000KW, 2011, Caterpillar Model 3516C, Serial No. SBJ01100	Grant Street Water Reclamation Plant		
City Hall				
City Hall	625KW, 2009, Caterpillar Model LC6, Serial No. G6B13935	City Hall	None	1,800 gal. tank
Water Production				
803-E	1750KW, 2002, Caterpillar Model 3516, Serial No. 25Z06962	Actiflo Water Treatment Plant	200 gal. tank	15,000 gal. tank
804-E	600KW, 2002, Caterpillar Model 3412, Serial No. 9FG02356	Surface Water Treatment Plant	200 gal. tank	5,000 gal. tank
820-G	350KW, 1998, Caterpillar Model 3406, Serial No. 4ZR04049	North Booster Stations	100 gal. tank	2,000 gal. tank
834-E	500KW, 1992, Caterpillar Model 3412, Serial No. 81Z10924	Surface Water Treatment Plant	None	2,000 gal. tank
840-E	400KW, 2007, Caterpillar Model No. LC5/C15, Serial # G6B10987	Surface Water Treatment Plant	200 gal. tank	1,500 gal. tank
845-E	900KW, 1994, Caterpillar Model 3508, Serial No. 6NA03212	Reverse Osmosis Water Treatment Plant	200 gal. tank	20,000 gal. tank is shared
846-E	900KW, 1994, Caterpillar Model 3508, Serial No. 6NA03214	Reverse Osmosis Water Treatment Plant	200 gal. tank	
855-G	350KW, 1998, Caterpillar Model 3406, Serial No. 4ZR02775	Wellfield	200 gal. tank	1,000 gal. tank

Services include, but are not limited to, the following:

A. Minor Preventative Maintenance and Inspections:

CONTRACTOR shall provide annual minor equipment maintenance and inspection services in accordance with CITY approved maintenance schedules.

Testing and adjusting of the equipment shall be performed on-site. Services to be performed on all equipment, systems or components include, but are not limited to, the following:

1. Review equipment operation log with CITY personnel.
2. Inspect fuel priming systems.
3. Check fuel day tank float operation. Check fuel day tank manual and electric pump operations
4. Inspect water hoses and belts for pliability and replace if necessary.
5. Inspect radiators. Check coolant level (add if needed).
6. Pressure-test cooling system.
7. Lubricate power generator bearings.
8. Clean and check starting batteries, add water, and clean battery connections. Measure voltage of individual battery cells to confirm integrity of each unit.
9. Check alternator and constavolt charger for output.
10. Inspect and clean crankcase vent system.
11. Tighten all external nuts, bolts, clamps and inspect for oil leaks.
12. Test automatic engine start/stop controls and system timers.
13. Check, adjust, and fine-tune electronic governor system.
14. Check and test exhaust back pressure and crankcase pressure.
15. Check operation of all panel meters, switches and warning lights.
16. Check the temperature and resistance of the engine block heater.
17. Test emergency transfer switch operation and system timers. Inspect mechanical contacts in transfer switch, noting any deficiencies of any kind.
18. Test emergency shutdown and proper operation of the alarm systems.
19. Check remote annunciator/SCADA in coordination with CITY personnel.
20. Provide to appropriate CITY staff written reports, documentation, and logs each time a generator is serviced and shall contain the names and signatures of attending technicians, recommended repairs, etc.

B. Major Preventative Maintenance and Inspections

CONTRACTOR shall perform annual major equipment maintenance and inspection services at all designated locations in accordance with CITY approved maintenance schedules. Testing and adjustments of the equipment will be performed on-site. Services to be performed on all equipment, systems or components include, but are not limited to, the following:

1. Review equipment operation log with CITY personnel.
2. Utilize a centrifugal fuel polishing process to remove water, sediment, non-combustible particulate matter and microbial contamination below levels stated in ASTM D975 (Standard Specification for Diesel Fuel Oils) while re-suspending

combustible particulate matter to maintain ASTM standards for BTU value, lubricity and cetane. Alternate fuel polishing equipment (other than centrifugal) utilized shall meet or exceed the ASTM D975 test standard.

3. Check fuel day tank float operation. Check fuel day tank manual and electric pump operations
4. CONTRACTOR shall have fuel testing performed by an independent third party laboratory (certified ASTM # ISO #) as follows:
   a) Fuel test day-tanks using test approved by ASTM and NFPA 25 standards. Copy of the results shall be provided to the CITY.
   b) Fuel test large main fuel storage tanks using test approved by ASTM and NFPA 25 standards. Copy of the results shall be provided to CITY.
5. Inspect water hoses and belts for pliability and replace if necessary.
6. Inspect radiators. Check coolant level (add if needed).
7. Pressure-test cooling system.
8. Lubricate power generator bearings.
9. Clean and check starting batteries, add water, and clean battery connections. Measure voltage of individual battery cells to confirm integrity of each unit.
10. Check alternator and constavolt charger for output.
11. Inspect and clean crankcase vent system.
12. Tighten all external nuts, bolts, clamps and inspect for oil leaks.
13. Test automatic engine start/stop controls and system timers.
14. Check, adjust, and fine-tune electronic governor system.
15. Check and test exhaust back pressure and crankcase pressure.
16. Check operation of all panel meters, switches and warning lights.
17. Check the temperature and resistance of the engine block heater.
18. Test emergency transfer switch operation and system timers. Inspect mechanical contacts in transfer switch, noting any deficiencies of any kind.
19. Test emergency shutdown and proper operation of the alarm systems.
20. Check remote annunciator/SCADA in coordination with CITY personnel.
21. Drain engine lube oil and replenish with oil that meets or exceeds manufacturers' specification and recommendations.
22. Remove and replace lube oil filters.
23. Obtain lube oil, fuel, and coolant sample for analysis from an independent third party laboratory (certified ASTM # ISO #).
24. Remove and replace engine fuel oil filters.
25. Remove, disassemble, clean and replace separator filters.
26. Obtain cooling system sample for analysis. Coolant must meet OEM specifications.
27. Submit to the CITY the oil, fuel and coolant analysis results with invoice of major service.

28. Provide to appropriate CITY staff written reports, documentation, and logs each time a generator is serviced and shall contain the names and signatures of attending technicians, recommended repairs, etc.

C. Diesel Fuel Tank Cleaning

CONTRACTOR shall perform diesel fuel day tank and fuel storage tank cleaning on an as-needed basis dependent on a final review of fuel quality test results. Services to be performed include, but are not limited to, the following:

1. Mechanically remove water, microbiological growth and sludge contamination from covered equipment by repeated dragging flexible suction wand across the entire bottom of the covered equipment.
2. Run fuel through a closed loop filter circulating system consisting of three 1-micron bag filters, a 0.5-micron canister filter, oil and water separation through coalescing unit and two water absorption filters and return fuel to tank.
3. Capture, contain, store, transport and lawfully dispose of all fuel/water contaminants generated from performing the job.
4. Provide Non-Hazardous Waste Manifest
5. Chemically treat fuel with appropriate inhibitor.
6. Submit field report and tag tank(s) with notation of job performed and condition of fuel and covered equipment.

2. OPTIONAL SERVICES

CONTRACTOR shall provide scheduled/unscheduled repair services and loadbank testing on an as-needed basis.

A. General Nonemergency Repairs/Replacement:

CONTRACTOR shall perform nonemergency repair or replacement of parts for the generators or associated equipment as approved by the CITY. Before any such work commences, the CITY shall provide CONTRACTOR with a purchase order and work schedule.

Work Orders - Upon completion of all general maintenance repairs and services, CONTRACTOR shall submit a written report or copy of work order on all services performed. The work order shall include technician name, date of service, generator unit number, time in, time out, time on-site, time in transit and an itemized list of parts and materials used during the repair.

B. Emergency Repairs:

1. CONTRACTOR shall perform emergency repair of the generators or associated equipment as approved by the CITY. All purchase order requirements may be waived at the discretion of the Public Works and Utilities Director or his designee.

2. CONTRACTOR shall complete emergency repair services within three (3) hours from time of notification by the CITY.

3. In the event CONTRACTOR fails to meet his/her proposed maximum emergency response time for any repair/service request designated an emergency by the CITY Division's designated contact person, a second independent CONTRACTOR may be called in to perform this function and any additional cost for this service (including parts) that exceeds contract pricing will be charges to the CONTRACTOR. This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes or the terms and conditions of this contract.

C. Loadbank Testing

1. Loadbank tests shall be conducted on generators (480 volt) on an as-needed basis and at the discretion of the CITY. Loadbank testing services shall include:
2. Loadbank (resistive) test for each generator under variable full-rated load for at least four (4) hours.
3. A record of all operating systems of the alternator and the engine during the loadbank test at fifteen (15) minute intervals.
4. Generators shall be loadbanked to 80% of name plate rating.
5. Complete written report:
6. Loadbank Report – CONTRACTOR shall submit a loadbank report of all testing performed no later than fifteen (15) business days after the loadbank test is completed. The report shall include technician name, date of service, generator unit number, and itemized test readings at fifteen (15) minute intervals. CONTRACTOR shall also include recommendations for any additional work or repairs needed for each unit serviced.

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EXHIBIT A2
PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Statement of Work attached and incorporated as Exhibit A1 to the Contract, all Services (and Items incidental thereto) and work provided by the CONTRACTOR shall conform to the following:

1. General Requirements

   A. CONTRACTOR shall be a certified, factory authorized service center for Caterpillar generators.

   B. CONTRACTOR shall perform all maintenance and inspection services in accordance to NFPA (National Fire Protection Association) 110, Standard for Emergency and Standby Power Systems, effective February 2016 and shall be updated as new standards become available.

   C. CONTRACTOR shall comply with all Federal, State and local laws, regulations, ordinances for disposal of hazardous materials.

   D. Warranty
   In addition to all other warranties that may be supplied by the CONTRACTOR, the CONTRACTOR shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of One (1) Year from the date of acceptance of the labor, materials and/or equipment by the CITY. This warranty requirement shall remain in force for the full period; regardless of whether the CONTRACTOR is under Contract with the CITY at the time of defect. Any payment by the CITY on behalf of the goods or services received from the CONTRACTOR does not constitute a waiver of these warranty provisions.

   E. In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the CONTRACTOR shall promptly give to the CITY written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby.

   F. In the event the CITY deems it expedient to perform work which has been left undone by the CONTRACTOR as required by these specifications, or to correct work which has been improperly and/or inadequately performed by the CONTRACTOR as required in these specifications, all expenses thus incurred by the CITY, at the CITY's option, will be invoiced to the CONTRACTOR and/or may be deducted from payments due to the CONTRACTOR. Deductions thus made will not excuse the CONTRACTOR from other penalties and conditions contained in the Contract.

   G. CONTRACTOR shall be responsible for removal and proper disposal of all fluids.

   H. CONTRACTOR shall remove all unusable materials and debris from the work areas at the end of each workday, and dispose of in an appropriate manner. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been performed.

I. The CITY shall not allow subcontractor(s) to perform routine work under this contract. The CITY may consider a reasonable written request from the CONTRACTOR to subcontract for specialty services or repairs. Requests will be evaluated on a case-by-case basis, and if acceptable to the CITY, will be approved in writing via formal amendment to the contract.

2. Parts and Equipment

A. All replacement and repair parts (including oil, fuel, or water separator filters) shall be new, genuine, and approved by the manufacturer for their intended purpose, unless otherwise approved by the CITY.

B. Markup on OEM parts shall be NOT be permitted. Non-OEM parts markup shall not exceed 25% of actual cost.

C. CONTRACTOR shall take possession of all replaced parts and dispose of them according to industry standards, and federal, state, and local laws/ordinances.

D. The CITY reserves the right to add or remove any equipment under this contract via formal, written contract amendment at least 30 calendars days prior to addition or removal of equipment.

E. The CITY reserves the right to transfer, without prior notice to the CONTRACTOR, any piece of equipment from one location to another.

F. CONTRACTOR shall provide services on additional or new equipment, of the same make and model, at the same rate or less as the unit/category price under this contract.

G. CONTRACTOR shall provide services on any additional piece of equipment of a different make, model, or manufacturer at the same rate or less of equivalent equipment listed under this contract.

H. CONTRACTOR shall, under no circumstances, remove any equipment containing a CITY asset control sticker without CITY authorized permission. CONTRACTOR shall request that, when replacing equipment, the property sticker be removed by appropriate CITY staff authorized to adjust equipment inventory records.

3. Scheduling

A. CONTRACTOR shall work with appropriate CITY staff to schedule all general repair and maintenance services.

B. CONTRACTOR shall perform services during normal working hours unless otherwise approved by the CITY. Normal work hours for CITY personnel are Monday through Friday, 7:30 a.m. – 4:00 p.m., excluding CITY observed holidays.

C. All after work hour services shall be scheduled and approved by appropriate CITY staff prior to the commencement of work. Once approved, CONTRACTOR personnel shall be escorted onto site by appropriate CITY staff.

D. CONTRACTOR shall, upon commencement of a service, complete the service within 48 hours, unless otherwise approved by the CITY.

E. CONTRACTOR shall provide emergency services 24 hours per day, 7 days per week as requested by the CITY.

4. CONTRACTOR Personnel

A. All CONTRACTOR personnel performing services under this contract shall arrive at the job site in a vehicle with the CONTRACTOR's name and telephone number prominently displayed.

B. All CONTRACTOR personnel performing services under this contract shall at all times possess and carry a valid vehicle operator license, the class of which shall be appropriate for the vehicle operated and in accordance with State of Florida law.

C. All CONTRACTOR personnel performing services under this contract shall arrive at the job site wearing an identification badge and a uniform-type shirt that, at a minimum, displays the CONTRACTOR name and employee name.

D. All CONTRACTOR personnel performing services under this contract shall conduct themselves in a professional and safe manner. If the CITY reasonably rejects CONTRACTOR personnel or subcontractor personnel (as applicable), the CONTRACTOR must provide replacement personnel satisfactory to the CITY in a timely manner and at no additional cost to the CITY.

5. Site Access/Security/Safety Training

A. CONTRACTOR shall provide to appropriate CITY staff the identity of all CONTRACTOR personnel or subcontractor personnel (as applicable) to perform work under this contract prior to the commencement of work. CONTRACTOR shall fax a copy of a picture ID providing the name and physical descriptive information of any and all personnel to be on-site prior to arrival. Upon arrival at the CITY facility, CONTRACTOR personnel shall be required to present his/her picture ID to CITY personnel as a comparison against the information provided by the CONTRACTOR. Only the individual(s) identified by the CONTRACTOR and verified by CITY personnel shall be authorized to enter Water Production or Wastewater Treatment facilities.

B. Prior to start of any work at any Water Production site, CONTRACTOR personnel and subcontractor personnel (as applicable) shall be required to receive site specific safety training (i.e., check in/out procedures, emergency egress procedures, site familiarization, etc.) provided by the CITY Water Production staff.

C. CONTRACTOR personnel and subcontractor personnel shall follow appropriate CITY check-in/out policies and procedures provided by the CITY to CONTRACTOR for each site. Failure to do so may result in termination of contract.

6. Liquidated Damages

CONTRACTOR shall maintain compliance with the following performance measures:

CONTRACTOR shall complete one hundred percent (100%) of all required minor/major preventative maintenance/inspections services, loadbank testing and fuel tank cleaning services within fifteen (15) working days of scheduled service dates established by the CITY. Should CONTRACTOR fail to meet this requirement, the CITY reserves the right to deduct ten percent (10%) of total invoice from payment for each calendar day in excess of the fifteen (15) day requirement. By execution of this contract, CONTRACTOR hereby acknowledges and agrees that its

performance under the contract shall meet the performance measures set forth above. CONTRACTOR shall advise the appropriate CITY staff, in writing, of any extenuating circumstances that will prohibit the CONTRACTOR from meeting the above outlined performance measures. The CITY may consider this information prior to implementing the above action. Failure to achieve stated performance measures shall be considered breach of contract and may result in termination.

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EXHIBIT A4

PRICING SCHEDULE

CONTRACTOR shall provide Large Generator Maintenance Services (including related items) for the prices stated below:

City No.	Description	RECURRING SERVICES				OPTIONAL SERVICE
		Minor Preventative Maintenance Per Visit	Major Preventative Maintenance Per Visit	Day Fuel Tank Per Cleaning	Fuel Storage Tank Per Cleaning	Load Bank Test [Resistive]
Water Reclamation Division						
785-G	2000KW, 2002, Caterpillar Model 3516B, Serial No. 1HZ02079	$269.00	$2,695.00	$950.00	$3,420.00 [1 common fuel storage tank for 785-G & 786-G]	$3,164.00
786-G	2000KW, 2002, Caterpillar Model 3516B, Serial No. 1HZ02074	$269.00	$2,695.00			$3,164.00
790-G	2000KW, 2011, Caterpillar Model 3516C, Serial No. SBJ01099	$269.00	$2,695.00	$800.00	$3,420.00 [1 common fuel storage tank for 790-G & 791-G]	$3,164.00
791-G	2000KW, 2011, Caterpillar Model 3516C, Serial No. SBJ01100	$269.00	$2,695.00			$3,164.00
City Hall						
City Hall	625KW, 2009, Caterpillar Model LC6, Serial No. G6B13935	$269.00	$1,110.00	Not Applicable	$1,660.00	$1,401.00
Water Production						
803-E	1750KW, 2002, Caterpillar Model 3516, Serial No. 25Z06962	$269.00	$2,695.00	$800.00	$4,615.00	$2,914.00

City No.	Description	RECURRING SERVICES				OPTIONAL SERVICE
		Minor Preventative Maintenance Per Visit	Major Preventative Maintenance Per Visit	Day Fuel Tank Per Cleaning	Fuel Storage Tank Per Cleaning	Load Bank Test [Resistive]
804-E	600KW, 2002, Caterpillar Model 3412, Serial No. 9FG02356	$269.00	$1,110.00	$600.00	$2,620.00	$1,376.00
820-G	350KW, 1998, Caterpillar Model 3406, Serial No. 4ZR04049	$269.00	$663.00	$600.00	$1,660.00	$932.00
834-E	500KW, 1992, Caterpillar Model 3412, Serial No. 81Z10924	$269.00	$963.00	Not Applicable	$1,660.00	$1,276.00
840-E	400KW, 2007, Caterpillar Model No. LC5/C15, Serial # G6B10987	$269.00	$663.00	$800.00	$1,565.00	$982.00
845-E	900KW, 1994, Caterpillar Model 3508, Serial No. 6NA03212	$269.00	$1,957.00	$800.00	$5,935.00 [1 common fuel storage tank for 845-E & 846-E]	$1,676.00
846-E	900KW, 1994, Caterpillar Model 3508, Serial No. 6NA03214	$269.00	$1,957.00	$800.00		$1,676.00
855-G	350KW, 1998, Caterpillar Model 3406, Serial No. 4ZR02775	$269.00	$663.00	$800.00	$1,295.00	$932.00

OPTIONAL REPAIR SERVICES/PARTS

Item	Description	Unit of Measure	Unit Cost
1	Repairs During Normal Business Hours (7:30 a.m. to 4:00 p.m.)	Per Technician / Per Hour	$126.00
2	Repairs After Normal Business Hours	Per Technician / Per Hour	$188.00
			Mark-Up
3	Percentage Mark-Up for NON OEM Parts and Materials [No mark-up permitted on OEM parts.]		25%

At each renewal, the CONTRACTOR may request an increase. CONTRACTOR'S request for increase must be submitted thirty (30) calendar days prior to expiration of the current term to be considered. In any event, the term increase shall not exceed the then current Consumer Price Index (CPI) in effect at time of renewal. The Consumer Price Index shall mean the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX, ALL URBAN CONSUMERS, U.S. CITY AVERAGE, ALL ITEMS" (1982-1984=100), not seasonally adjusted, prepared by the Bureau of Labor Statistics of the U.S. Department of Labor.

CONTRACTOR shall attach to their submitted invoices, as applicable, copies of all associated parts and materials invoices and oil, fuel, and coolant analysis results for major services performed. The service invoice shall itemize all labor including number of hours worked, travel time, travel time hourly rate and labor cost charged. Overnight and/or airfreight charges shall be billed at actual cost. The CITY shall not process invoices for payment without required supporting documentation attached.

EXHIBIT B

SUPPLEMENTAL PROVISIONS

Section 1. **Bid**. This Contract is awarded based on CONTRACTOR'S bid responding to CITY'S ITB. CONTRACTOR represents and warrants that all information and representations contained in the bid is truthful to the best of CONTRACTOR'S knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the bid.

Section 2. **Performance/Payment Bond**.

Not applicable to this contract

Section 3. **Notice to Parties**

A. Notice to the CITY regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the CITY Procurement Contact as identified on the cover page of this Contract. Notice and communication with the CITY regarding the Services shall be directed to the CITY Department Contact as identified on the cover page of this Contract. Payment to CITY shall be directed to City of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
B. Notice and communication and changes in address/addressee to the CONTRACTOR shall be directed to the CONTRACTOR Contact as identified on the cover page of this Contract.
C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY
Procurement & Contracts Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONTRACTOR:

Name/Title	Alan Thomas/Vice President/Government Sales Directory
Company	Ring Power Corporation
Address	415 Community College Parkway SE
Address	Palm Bay, FL 32909

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 4. **Insurance Requirements**

1.1 CONTRACTOR shall maintain in force for the duration of the contracted period General Liability, and, if vehicles are used in the delivery of the contracted service, Auto Liability insurance coverage.

4.2 Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Workers Compensation Insurance at Statutory limits.

4.3 Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage.

4.4 All coverage for CONTRACTOR'S subcontractors shall be subject to all of the requirements stated herein.

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EXHIBIT D1

INVITATION TO BID
LARGE GENERATOR (350KW+) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
ITB-06-066-0-2016/KS

On file in Procurement Division

EXHIBIT D3

CONTRACTOR'S RESPONSIVE BID/PROPOSAL

On file in Procurement Division

City of Melbourne

SECOND AMENDMENT TO PURCHASE CONTRACT
Large Generator (350 KW+) Preventative Maintenance and Repair Services
Contract No. 06-066-0-2016/KS

This Second Amendment to Purchase Contract No. 06-066-0-2016/KS, Large Generator (350 KW +) Preventative Maintenance and Repair Services, dated June 15, 2018 is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue (the "CITY") and **RING POWER CORPORATION**, a Florida corporation whose address is 415 Community College Parkway SE, Palm Bay, FL 32909 (the "CONTRACTOR") (Collectively the "Parties").

The City and the Contractor agrees as follows:

1. The Contract entered into on October 3, 2016, is hereby renewed for an additional twelve (12) month term beginning October 3, 2018 through October 2, 2019.

2. Except as expressly provided in this Second Amendment to Purchase Contract No. 06-066-0-2016/KS Large Generator (350 KW +) Preventative Maintenance and Repair Services – Term Contract, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party.

The Parties duly execute this amendment to become effective as of the date first written above.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

By: _____ Date 7-10-18
Michael A. McNees
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

ATTEST: _____
Cathleen A. Wysor
City Clerk

RING POWER CORPORATION.
A Florida corporation

By: _____ Date 7/2/18
Name: Alan Thomas
Its: Vice-President/Governmental Sales Director
415 Community College Parkway SE
Palm Bay, FL 32909

City of Melbourne

SECOND AMENDMENT TO PURCHASE CONTRACT
Large Generator (350 KW+) Preventative Maintenance and Repair Services
Contract No. 06-066-0-2016/KS

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CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

By: Michael A. McNees Date 7-10-18
Michael A. McNees
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

ATTEST: Cathleen A. Wysor
Cathleen A. Wysor
City Clerk

RING POWER CORPORATION.
A Florida corporation

By: Date 7/2/18
Name: Alan Thomas
Its: Vice-President/Governmental Sales Director
415 Community College Parkway SE
Palm Bay, FL 32909

Stat..

B. The CITY reserves the right to audit the records of CONTRACTOR for the Services and Items provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.

C. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.

D. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:
(i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
(1) Keep and maintain public records required by the CITY to perform the Services.
(2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
(3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
(4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the Service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
(ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

A. This Contract contains the entire understanding between the CITY and CONTRACTOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONTRACTOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

B. CONTRACTOR shall not substitute the Items.

C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
- Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
- Third, these "Standard Terms and Conditions of Purchase Agreement – Services" incorporated by reference into the Contract.
- Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.

D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.

G. Notwithstanding anything else contained in this Contract, CITY and CONTRACTOR specifically agree that failure to perform certain obligations undertaken in connection with this Contract would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONTRACTOR's failure to complete performance of the Services called for in this Contract or on any project Ordered under this Contract, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

20. DISPUTES

In case of dispute arising under this Contract between the parties, the decision of the CITY of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT; SUBCONTRACTORS

CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY. CITY may cancel this Contract for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by CONTRACTOR and CITY and subject to with the same degree of formality evidenced in this Contract. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to CONTRACTOR extending the pricing, terms and conditions of this Contract to other governmental entities at the discretion of CONTRACTOR.

Ring Power CAT
Power Systems Division

SULLAIR OLYMPIAN GENERATORS

CAT Power Systems

ST. AUGUSTINE	DAYTONA BEACH	PALM BAY	ORLANDO	TAMPA
500 World Commerce Prkwy	401 North Tomoka Farms Rd	415 Community College Pkwy	9901 Ringhaver Dr.	9797 Gibsonton Dr
St. Augustine, FL 32092	Daytona Beach, FL 32124	Palm Bay, FL 32909	Orlando, FL 32824	Riverview, FL 33569
904-737-7730	**386-947-3363**	**321-952-3001**	**407-855-6195**	**813-671-3700**

SALES SERVICE PARTS LEASING RENTALS

Customer: CITY OF COCOA

Address: WEEWAHOOTEE

city, state, zip:

ATTN: TIM DYAR 321-698-1707

Date: 03/05/19
REFERENCE: Radiator
Estimate on Model: 2 - 3508's
Serial Number: 23Z06202 & 23Z06203
Terms: PO
QUOTE #: EV03052019

DESCRIPTION OF MATERIAL	***UNIT PRICE***	***EXTENSION***
Ring Power Systems is pleased to offer the following estimate for your consideration.		
WORK TO BE PERFORMED DURING REGULAR BUSINESS HOURS		
Scope of Work:		
Repair quote requested for:		
TRAVEL TO UNIT AT THE WEEWAHOOTEE PLANT. LOCK UNIT OUT FOR REPAIRS		
DRAIN THE ENGINE COOLANT FROM BOTH 3508'S		
REMOVE ALL GUARDS, FAN AND BELTS		
REMOVE THE TOP RADIATOR TANK. REMOVE ALL THE RADIATOR CORES & BOTTOM TANK		
CLEAN ALL MATING SURFACES. INSPECT ALL PARTS TO BE REUSED AND MAKE SURE THEY PASS CATERPILLAR REUSE GUIDELINES.		
INSTALL NEW BOTTOM TANK, NEW SEALS, NEW CORES AND NEW TOP TANK		
INSTALL NEW FAN BELTS. REINSTALL FAN AND GUARDS.		
REFILL THE ENGINE COOLING SYSTEM WITH NEW ELC ENGINE COOLANT		
START AND RUN UNIT. VERIFY REPAIRS. CLEAN UP WORK AREA		
***PRICING BASED ON PIGGYBACKING CITY OF MELBOURNE CONTRACT 06-066+0-2016/KS		
PARTS $30,192.52		
LABOR $ 30,680.00 160 HRS @ $126 = $20,160.00 56 HRS @ $188 = $10,528.00		
EVN/MISC $300.00		
NOTE: Any and all work outside the scope of work as mentioned above, will require an additional quote.		
SUBTOTAL:		**$ 60,872.52**
ENVIRO/MISC:		**$ 300.00**
TAXES:		**
Misc.Supplies/Enviro:		
Items used on the job and/or become part of the job that are company supplied:		
ie: Lock-tite,never sieze compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rages or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt).		
Charged as 7% of document total, not to exceed $300.00		
P.O.# _____ (if required)		
TOTAL ** STATE AND FEDERAL TAX ***HAVE NOT BEEN*** APPLIED TO TOTAL		**$ 61,172.52**

QUOTATION ACCEPTED BY: _____ DATE: _____ TAX #: _____

CUSTOMER: _____ SALESPERSON: _____

Estimate Salesperson: **Sean Simmons/ Palm Bay EPG Sup/ 321-288-3473**
PSSR **Ernie V. / Palm Bay PSSR/ 321-262-3828**

TERMS:

If you should have any questions, comments or would like to schedule this repair, please contact the above personnel. This estimate is made subject to buyer's acceptance within thirty (30) days from this date. All prices subject to change without notice and those in effect on the date of completion shall prevail. Customer will be contacted should estimate exceed 15%.

Legislation Details (With Text)

File #:	19-80	**Version:**	1	**Name:**	Approve HOME Program Funds to CHI
Type:	Agenda			**Status:**	Consent Agenda
File created:	2/20/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Approve a Home Investment Partnership (HOME) Program Agreement with Community Housing Initiatives in the amount of $400,000 to award funds to for the administration of the City's Purchase Assistance Program. Approve a Resolution Amending the FY2019 Budget transferring revenue into the appropriate account. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PAP Agreement RFP-19-10-COC Purchase Assistance Program Complete RFP Package (FINAL) List of Housing Counseling Agencies 12-10-18 P-19-10-COC Tabulation Sheet.pdf NEW Budget Resolution FY 2019.pdf BAF 19-067 - CS-HOME Program Agreement (3-13-19)~ Agenda 19-080.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 20, 2019
Agenda Date: March 13, 2019
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a Home Investment Partnership (HOME) Program Agreement with Community Housing Initiatives in the amount of $400,000 to award funds to for the administration of the City's Purchase Assistance Program. Approve a Resolution Amending the FY2019 Budget transferring revenue into the appropriate account.

BACKGROUND:

On May 22, 2018, City Council approved the FY2018-2019 Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Action Plan, which included all activities that would be funded with the grant allocations and also carry forward funds. For FY2018-2019, the City has $446,472.26 in HOME funds available ($71,828.23 current year's allocation, $64,366.11 carry forward funds, and $310,277.92 in program income). Staff is proposing to allocate $400,000 towards a Purchase Assistance Program which will assist approximately ten (10) low-income households with closing cost and down payment assistance towards the purchase of a home within the city limits of Cocoa. Seven (7) of those will be set aside for homes that Habitat for

Humanity are currently building in Diamond Square Community Redevelopment Area (DSCRA).

On January 17th, 2019, after the conclusion of a Request for Proposal (RFP) process that solicited applications from HUD approved Housing Counseling Agencies, only one application was received in response to the RFP, Community Housing Initiatives (CHI). CHI has successfully administered Brevard County's Purchase Assistance Program for the past twelve (12) years and has assisted 267 households with homeownership. Over the past several years, the City provided CHI HOME funds to complete the Regina Myra Subdivision in Cocoa, successfully providing eight (8) homes to low-income households, including down payment assistance.

The Purchase Assistance Program (PAP) provides down payment and closing cost assistance to income eligible, first time homebuyers, using funds provided from the grant programs. The administration of the PAP includes marketing, pre-screening applicants, income verification, underwriting, property inspections, closing document review, preparation and recording of mortgage documents, homebuyer education and counseling, budgeting, housing and debt ratios, fair housing, mortgage default prevention, post-closing responsibilities, and hurricane preparedness.

The amount of down payment assistance will be based on the households needs. Per the City's Housing Policies the maximum assistance for very-low income households is $40,000. The maximum assistance for low-income households is $35,000. However, if not all funds are needed to make the home affordable they will not be awarded to the client. There is also a $2,600 subrecipient fee per closing which shall be paid to CHI, this amount is part of the maximum assistance.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects funded by HOME will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Yes (Partial Revenue Correction)

Budget Adjustment Form 2019 #19-067

Amount Requested ($64,367)
Account Number 104-0000-389.99-10
Account Name Cash Carry Forward

Amount Requested $64,367
Account Number 104-0000-331.54-00
Account Name Economic Environment

Expense Budgeted

Amount Requested	$400,000
Account Number	104-3240-554-83-00

Account Name Other Grants and Aids

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
__X_ Grant Source:_HOME Program Income 104-0000-331.54-00
____ Bond:_
____ Reserves Source:_
___ Transfer Acct #:_

PREVIOUS ACTION:

On May 22, 2018, City Council approved the FY2018-2019 Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Action Plan.

RECOMMENDED MOTION:
Approve a Home Investment Partnership (HOME) Program Agreement with Community Housing Initiatives in the amount of $400,000 to award funds to for the administration of the City's Purchase Assistance Program. Approve a Resolution Amending the FY2019 Budget transferring revenue into the appropriate account.

AGREEMENT BETWEEN THE CITY OF COCOA, FLORIDA AND COMMUNITY HOUSING INITIATIVE, INC.

THIS AGREEMENT, entered this __ day of **March, 2019** by and between the City of Cocoa, Florida, a municipal corporation herein referred to as "City" whose address is 65 Stone Street, Cocoa, FL 32922 and Community Housing Initiative, Inc., a private non-profit organization, hereinafter referred to as the "Subrecipient" whose address is 3033 College Wood Drive, Melbourne, FL 32934 and mailing address as P.O. Box 410522, Melbourne, FL 32941-0522.

WITNESSETH

WHEREAS, Brevard County as the "lead entity" of the Brevard County HOME Consortium has certified Community Housing Initiative, Inc., as a Subrecipient and eligible to receive HOME Investment Partnership Program (HOME) funds; and

WHEREAS, Brevard County has entered into an agreement with the City authorizing and directing the City to utilize Brevard County HOME Consortium funds for eligible HOME activities and projects; and

WHEREAS, the City has the authority to enter into a binding agreement for the expenditure of all or a portion of the City's share of the Brevard County HOME Consortium funds; and

WHEREAS, the HOME regulations contained in 24 CFR Part 92 as now in effect and as may be amended from time to time, govern and constitute a part of this Agreement by reference; and

WHEREAS, the City has determined that services to be provided by the Subrecipient comply with the regulations governing the expenditure of HOME funds; and

WHEREAS, the Subrecipient requested HOME funds to implement a Purchase Assistance Program to benefit low- or very- low income families, hereinafter referred to as the "Project", and is awarded ***Four Hundred Thousand Dollars ($400,000)*** in HOME Program Funds.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, the City and the Subrecipient agree as follows:

Section I. Definitions

A. "*CFR*" means the United States Code of Federal Regulations.
B. "*Subrecipient*" means an eligible Nonprofit Organization, as defined by the U.S. Department of Housing and Urban Development in 24 CFR Part 92.
C. "*CITY*" means City of Cocoa, Florida
D. "*CONSORTIUM*" means Brevard County HOME Consortium
E. "*COUNTY*" means Brevard County Board of County Commissioners
F. "*HOME*" means HOME Investment Partnership Program.

G. "*HUD*" means the United States Department of Housing and Urban Development.
H. "*OMB*" means Office of Management and Budget.
I. "*Subrecipient*" means Community Housing Initiative, Inc.
J. *"U.S.C." means the United States Code.*
K. *"L*ow income*" means household income not exceeding 80% of the median annual gross income within the Melbourne-Titusville-Palm Bay Metropolitan Statistical Area as determined by HUD, with adjustments for family size.*
L. *"*Very low income*" means household income not exceeding 50% of the median annual gross income within the Melbourne-Titusville-Palm Bay Metropolitan Statistical Area as determined by HUD, with adjustments for family size.*

Section II. Use of HOME Funds

The Subrecipient shall, in a satisfactory and proper manner as determined by the City, perform the tasks necessary to conduct the Purchase Assistance Program outlined in the Statement of Work, fully described in Exhibits "A" (Project Narrative), "B" (Project Budget), and "C" (Project Schedule) which are attached hereto respectively, and incorporated herein by this reference. The Subrecipient agrees to manage the Program in accordance with the regulations contained in 24 CFR Part 92.

Section III. Project Requirements

A. PROPERTY STANDARDS

The Subrecipient shall be responsible for ensuring that the Project meets all HOME Regulations and applicable local codes and ordinances, prior to closing and again upon final payment after completion of work in instances where rehab assistance is accessed.

B. QUALIFICATION AS AFFORDABLE HOUSING

The HOME-assisted homebuyer requirements set forth in Section 215 of the HOME statute are promulgated in the HOME rule found at 24 CFR Part 92. Specifically, 24 CFR 92.254, *Qualification as Affordable Housing: Homeownership*, states that in order for homeownership housing to qualify as affordable housing it must:

- Be single-family, modest housing,
- Be acquired by a low-income family as its principal residence, and
- Meet affordability requirements for a specific period of time as determined by the amount of assistance provided.

To ensure affordability, the City shall impose either resale or recapture requirements on the housing. The HOME rule at §92.254(a)(5) establishes the resale and recapture requirements the City shall impose. The City shall monitor compliance with HOME Program requirements for the duration of the HOME affordability period. The affordability period will begin on the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a Mortgage and Note.

The resale or recapture provisions are triggered by any transfer of title, either voluntary or involuntary, during the established HOME period of affordability. The written resale

and/or recapture provisions are clearly described within the Brevard County HOME Consortium Annual Action Plan, including the specific circumstances under which these provisions will be used, and how the City shall enforce the provisions. If the City provides down payment and development subsidy assistance to the home buyer, recapture provisions shall be used. If the City only provides HOME assistance to develop the unit and HOME funds are not used to lower the purchase price from fair market value to an affordable price, resale provisions must be used.

The Subrecipient agrees that the Project will remain as affordable housing and the following requirements will be meet the HOME affordability period requirements. For homebuyer programs the affordability period shall be a period of ten (10) years for assistance less than $40,000 and a period of fifteen (15) years for assistance of $40,000 or more than from the date of the homebuyer closes in accordance with 24 CFR 92.254, this is known as the "affordability period." The housing must be acquired by a homebuyer whose family qualifies as a low- income family and the housing must be the principal residence of the family throughout the affordability period.

The housing shall have an initial purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area.

C. SUBSIDY LIMITS

A minimum of $1,000 in HOME funds must be invested in each assisted unit. The maximum per unit subsidy shall be 100 percent of the 221(d)(3) limit.

The total amount of original and additional HOME assistance may not exceed the maximum per-unit subsidy amount established under *§ 92.250*.

D. CONTRACT TO PURCHASE

If HOME funds are used to assist a homebuyer who has entered into a contract to purchase housing to be constructed, the homebuyer must qualify as a low-income family at the time the contract is signed. No assistance will be provided for pre-1978 homes.

Homebuyers must receive housing counseling before receiving HOME assistance (down payment assistance) or purchasing a HOME-assisted unit in accordance with *§92.254(a)(3).*

E. SCOPE OF SERVICES

The Subrecipient shall find qualified income eligible buyers and keep all records relating to the buyers as well as, the properties and will provide support to the homebuyers until closing and beyond as indicated. Client files shall be reviewed and approved for eligibility by the City's Housing Program Manager prior to an award letter and prior to closing. A lien shall be placed on the property for the value of the down payment assistance in accordance with HOME regulations. A complete client file shall be submitted to the City on or before a final draw for reimbursement.

The Subrecipient is responsible to ensure recording of all HOME affordability agreements. A Developer fee shall not be reimbursed until successful completion of each closing.

Section IV. Affirmative Marketing

The Subrecipient agrees to affirmatively market its Program in accordance with the Brevard County HOME Consortium's Affirmative Marketing Plan that constitutes a part of this Agreement by reference.

Section V. Requests for Disbursement of Funds

The Subrecipient may not request HOME funds until such time as funds are needed for payment of eligible costs per the schedule outlined in Exhibit "B" (Project Budget). The maximum amount of HOME funds available for the Project, including developer fees are $400,000.

Section VI. Records and Reports

A. RECORDS

The Subrecipient shall maintain all necessary financial records pertaining to the expenditure of HOME funds (e.g. receipts, invoices and support material), which records shall include, but not be limited to, those records which meet the financial management system requirements of the federal Office of Management and Budget (OMB) issued Super Circular, December 26, 2013, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The Super Circular supersedes and streamlines requirements from OMB Circulars A–21, A–87, A–110, and A–122 (which have been placed in OMB guidance); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow-up. Records shall be maintained for a period of five (5) years after the Project completion date.

The Subrecipient shall be required to maintain file records on each property and homebuyer. The Subrecipient shall also maintain a project file which shall at a minimum, include a copy of this Agreement, all correspondence related to the project, and documentation of compliance with applicable regulations and requirements.

B. REPORTS

The Subrecipient shall provide written status reports to the City on a monthly basis until final payment is made to the Subrecipient. Acceptable written status reports can be emailed to the City's Housing Program Manager.

Section VII. Enforcement of the Agreement

The affordability requirements of 24 CFR 92.252 shall be enforced by the conditions contained in Section III of this Agreement. If the Subrecipient is unable to complete the project in accordance with the terms of this Agreement, the Subrecipient shall immediately notify the City in writing.

To secure the direct HOME subsidy provided by the City, the Eligible Purchaser shall execute a Homebuyer Assistance Agreement, a Mortgage Note, and a Mortgage Security Agreement in favor of the City of Cocoa, which shall impose these affordability

requirements. Assisted units which go into default or are sold prior to the end of the affordability period are subject to subsidy recapture in accordance with HOME recapture provisions as adopted by the Brevard County HOME Consortium.

Section VIII. Duration of the Agreement

This Agreement shall become effective on the date executed and shall be binding on the City and the Subrecipient for a period of 24 months or final payment to the Subrecipient, whichever comes first. An extension may be granted by the City for an additional 12 months, however, the Program must be completed within three (3) years of commitment in accordance with *§92.205(e)(2).* For the purposes of complying with this requirement, "completion" shall mean that all closings have been completed.

Section IX. Program Requirements

A. GRANT ADMINISTRATION

It is understood by the parties to this Agreement that Brevard County as the "lead entity" in the Brevard County HOME Consortium, in accordance with 24 CFR Part 92, has final responsibility and authority in the administration of HOME funds within the boundaries of Brevard County. This responsibility and authority extends to ensuring that HOME funds are expended by Subrecipients in accordance with all program requirements and to determining the adequacy of performance under Subrecipient agreements and procurement contracts. The parties to this Agreement shall cooperate with Brevard County and take appropriate action to correct performance problems and address concerns raised by Brevard County.

B. ENVIRONMENTAL REVIEW

Brevard County assumes the responsibility for environmental review described in 24 CFR 570.604 and initiating the review process under Executive Order 12372.

C. CONFLICT OF INTEREST

Except as provided herein, the City and the Subrecipient state that to the best of their knowledge, no member of Cocoa City Council and no other officer, employee or agent of the City exercises any function of responsibility in connection with the carrying out of the Program to which this Agreement pertains, has any personal interest, direct or indirect, in the Agreement.

Except as provided herein, the parties hereto further state that financial support by the Brevard County HOME Consortium will in no way directly and personally benefit program employees, officers, or other individuals subject to the stipulations set forth herein. The Subrecipient (or officer, employee, agent or consultant of the Subrecipient) may not occupy the housing units at any time during the affordability period.

D. NON-DISCRIMINATION

The City is an Equal Employment Opportunity (EEO) employer and as such encourages the Subrecipient to voluntarily comply with EEO regulations with regards to gender, age, race, religion, sex, veteran status, country of origin, creed or the

presence of any sensory, mental or physical handicap, except where there is a bona fide occupational limitation in accordance with 24 CFR Part 92. In addition, the Subrecipient and anyone under their employment shall comply with all applicable rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The Subrecipient shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. As applicable, the Subrecipient shall implement the intent of this clause with the same degree of application being encouraged. When applicable, the Subrecipient shall comply with all new federal and state EEO Regulations.

The Subrecipient agrees **to post** in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination requirement.

The Subrecipient agrees to affirmatively further fair housing.

E. DRUG FREE WORK PLACE

The Subrecipient agrees to administer, in good faith, a policy designed to assure the work place is free from the illegal use, possession, or distribution of drugs or alcohol by it beneficiaries.

F. RELIGIOUS AND POLITICAL ACTIVITIES

The Subrecipient will not require attendance at religious services, engage in proselytizing or require religious instruction as a condition of providing services. Funds provided for in this Agreement will not be utilized for religious activities, religious interests or as benefit to a religious organization 24 CFR 570.200(j). No funds provided under this Agreement, nor personnel employed by the Subrecipient, shall engage in the conduct of political activities in violation of Chapter 15 of Title V United States Code (Hatch Act).

G. HANDICAP ACCESSIBILITY

The Subrecipient must comply with Section 504 of the Rehabilitation Act of 1973. Section 504 states, in part, that "No otherwise qualified individual with handicaps in the United States...shall, solely by reason of his handicap, be excluded from the participation in; be denied the benefits of; or be subjected to discrimination under any program or activity receiving Federal assistance."

H. PROGRAM INCOME

Program income is determined in accordance with 24 CFR 570.500. Program income directly generated from the use of HOME funds shall be reported by the Subrecipient to the City and shall be repaid to the Brevard County HOME Consortium. All applicable program income received shall be used to support operational costs of this project. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504.

I. INSURANCE

The Subrecipient is responsible for purchasing builders risk insurance to cover its liabilities involving this Agreement in an amount no less than $250,000 per occurrence. A certificate of this coverage is to be submitted to the City's Housing & Neighborhood Services Division within ten (10) days from the date of the execution of this Agreement. The certificate of insurance shall reflect the City of Cocoa as additional insured. This insurance requirement shall not relieve or limit the liability of the Subrecipient nor does the City represent that this type of insurance is sufficient or adequate to protect the Subrecipient's interest or liabilities, but merely a minimum.

J. MONITORING & TECHNICAL ASSISTANCE

The City will monitor the performance of the Subrecipient against goals and performance standards required herein on an **annual basis** or as otherwise deemed necessary by the City until project completion. In addition, the City shall provide technical assistance to the Subrecipient as requested and as mutually agreed upon in the performance of the duties under this Agreement.

K. INDEMNIFICATION

The Subrecipient shall indemnify, defend, and save harmless the City and all of its agents, officers and employees from all liability, and claims, demands, damages and costs of every kind and nature, including attorneys' fees at trial or appellate levels, and all court costs arising out of injury to or death of persons (including the Subrecipient's employees and agents), and damage to any and all property including loss of use thereof, resulting from or in any manner, arising out of or in connection with error(s), omission(s), negligent act(s), failure to comply with prevailing local, state, federal law or regulations, intentional torts, criminal acts or other wrongs connected with activities of work by or services provided under this Agreement by its agents, servants, or employees, excepting only liability resulting from the sole negligence of the City. The Subrecipient shall upon request from the City, defend and satisfy any and all suits arising from any error(s), omission(s), negligent act(s), failures, intentional torts, criminal acts or other wrong doing in connection with its performance under this Agreement. The remedies afforded to the City by this clause are cumulative with, and in no way affect, any other legal remedy the City may have under this Agreement or at law. This indemnification shall survive termination of this Agreement, in whole or in part and shall also remain in full force and effect upon Subrecipient's completion of all work as required of it hereunder.

Section X. Grantor Recognition

The Subrecipient shall insure recognition of the role of HUD and the Brevard County HOME Consortium in carrying out the Project. In all notices relative to the Project, funding through this Agreement shall identify **the Brevard County HOME Consortium's support through the use of the U.S. Department of HUD's HOME Investment Partnership Program funds.**

Section XI. Suspension or Termination
This Agreement may be terminated by either party, with or without cause, before City funds are obligated, upon no less than thirty (30) days written notice delivered to the other party. In the event that the Subrecipient fails to fulfill any of the terms, understandings, or covenants of this Agreement, the City may terminate this Agreement immediately.

Section XII. Hold Harmless
To the fullest extent permitted by law, the Subrecipient shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses including, but not limited to attorney's fees, arising out of or resulting from performance of this Agreement by the Subrecipient or their employees, servants or agents.

Section XIII. Certification
The undersigned officials of Community Housing Initiative, hereby certify that Brevard County, the Brevard County HOME Consortium "lead entity", has deemed the non-profit eligible to receive HOME funds and that all information given to support Brevard County's findings and determination is true and accurate.

Section XIV. Notices
Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States Postal System, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

CITY OF COCOA
John A. Titkanich, Jr., AICP, ICMA-CM
City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8660

COMMUNITY HOUSING INITIATIVE
Nicole Tenpenny, Executive Director
PO Box 410522
Melbourne, FL 32941-0522
(321) 253-0053

WITH COPY TO:
Anthony Garganese, City Attorney
Garganese, Weiss, & D'Agresta, P.A.
111 North Orange Avenue, Suite 2000
P.O. Box 2873
Orlando, FL 32801

Section XV. Modification or Amendments in Writing
The City may, in its discretion, amend this Agreement to conform with Federal, State, or Local Government guidelines, policies and available funding amounts, or for other reasons. The amendment shall be executed in writing and signed by a duly authorized representative. The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in

writing, signed by a duly authorized representative of both organizations. The duly authorized representative for the City shall be the City Manager or his/her designee. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Developer from its obligations under this Agreement.

Section XVI. Severability
Should any paragraph, sentence or part of this Agreement be held to be invalid by a court of competent jurisdiction, then such paragraph, sentence or part shall in no way affect the validity of any other provision or part of this Agreement.

This Agreement represents the entire Agreement of the parties and supersedes any other representations, either written or oral to the contrary.

Section XVII. Assignability
No assignment of this Agreement or any part thereof is permitted without the expressed written consent of the City.

Section XVIII. Attachments
All attachments and exhibits hereto are incorporated hereby as a material and relevant part of this Agreement.

Section XIX. What law governs
This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Florida. Any actions taken under this Agreement shall be located in Brevard County.

Section XX. Reversion of Assets; Conveyance of Property.
If this Agreement is terminated, all unexpended funds in the Subrecipient's possession shall be immediately reimbursed to the City. Further, the conveyance instrument conveying the subject Property from the City to the Subrecipient shall provide that the City shall maintain a reversionary interest in the Property in the event that the Subrecipient defaults on its performance under this Agreement. If default by the Subrecipient occurs, the City shall have the right to exercise this reversionary interest and receive title to the Property free and clear of encumbrances. However, once a qualified buyer is found for the Property, title shall transfer to the homeowner and the City's reversionary interest in the Property shall expire.

Section XXI. Procurement Procedures
Standards of purchasing and procurement of supplies and other expendable property, equipment, real property and other services should be followed in accordance with OMB issued Super Circular, December 26, 2013, to provide, to the maximum extent practical, open and free competition and avoidance of any conflicts of interest.

Section XXII. Recapture Provision

If the Subrecipient defaults or desires to be released of his obligation during the term of this Agreement, the Developer will notify the City of Cocoa in writing, the City of Cocoa will have 45 days to respond in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

_____
Carie Shealy, City Clerk

Date: _____

CITY OF COCOA

_____
Jake Williams Jr., Mayor

Date: _____

ATTEST:

_____

Date: _____

COMMUNITY HOUSING INITIATIVE, INC.

_____
Nicole Tenpenny, Executive Director

Date: _____

EXHIBIT A

PROJECT NARRATIVE – DESCRIPTION OF WORK TO BE PERFORMED

Community Housing Initiative, Inc. (C.H.I.) shall be responsible for administering the Purchase Assistance Program. The Program shall provide down payment, closing costs, and in some cases, rehabilitation assistance to income eligible first time homebuyers, using funds provided by the Home Investment Partnership (HOME) Program. The administration of this program shall consist of marketing, pre-screening, Income and asset verification, loan processing and underwriting, property inspections, rehabilitation work write-up, education/counseling, closing document review and preparation, and recording secondary mortgages.

The scope of work and procedures to be completed in the administration of the Purchase Assistance Program are as follows:

1. **Marketing**
   The Subrecipient shall take affirmative marketing steps to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area. A wide range of marketing strategies shall be implemented to ensure that eligible persons living within Cocoa city limits have a reasonable opportunity to be informed about the Purchase Assistance Program opportunities being carried out by the Subrecipient.

2. **Pre-screening**
   The Subrecipient, along with the applicant shall complete the pre-screening questionnaire, either face to face or over the telephone. The Subrecipient shall complete the pre-screening questionnaire to determine if the potential applicant fits within the eligibility guidelines, the Subrecipient provides a list of documents to collect. Once the potential applicant has collected the documents, he/she shall be instructed to contact the Subrecipient to schedule an intake appointment. This is a one-on-one counseling conducted between the potential applicant and the Subrecipient.

3. **Intake**
   The Subrecipient shall conduct a face-to-face meeting to discuss in detail the program requirements and procedures. The applicant then completes the Application for Assistance and release forms and submits the documents he/she collected prior to the appointment. The Subrecipient must review all the documents, which include the applicant's credit report and Good Faith Estimate (GFE)/Loan Estimate (LE) and HUD-1/Closing Disclosure (CD) Worksheets. The Subrecipient shall contact the loan officer if he/she has any questions regarding the content of the LE/CD.

   During the intake appointment, the Subrecipient shall educate the applicant on: (i) Affordability ratio, (ii) The content of the LE/CD, (iii) Affordability of the proposed

loan to the applicant's stated income and debts, and (iv) PITI and purchase prices. The Subrecipient shall also register the applicant for the next available homebuyer counseling workshop.

If there are no credit issues, the Subrecipient shall assist the potential buyer with the completion of the application and other required forms. After the intake appointment, the Subrecipient shall begin the third party verification process to determine the total household income and assets.

Upon receipt of the completed verifications, the Subrecipient shall calculate annual gross household income from the next 12 months per applicable regulation in HUD 24 CFR Section 5.609; HUD Handbook 4350.30, Chapters 3 and 5. The City shall have final approval of the client file prior to issuing an award letter and final approval of the closing documents prior to closing.

4. Income and Asset Verification

If the applicant's annual gross household income fits within funding guidelines, the Subrecipient shall issue a commitment letter on behalf of the City of Cocoa. The applicant shall execute the Income Certification Form and be provided with his/her affordability ratio calculations. The Subrecipient shall ensure the applicant fully understands how the affordability ratio was determined.

5. Loan Processing and Underwriting

During the processing of the first mortgage, the Sponsor shall be available to the loan officer, processors and/or underwriters for technical assistance (if needed) regarding the Purchase Assistance Program. Additionally, the Subrecipient shall be available to the homebuyer to assist them with any questions regarding the loan application or loan documents.

6. Homebuyer Education and Workshop

All potential homebuyers are required to attend a Homebuyer Counseling Workshop conducted by a HUD Certified Housing Counseling Agency. The Subrecipient shall ensure that the potential homebuyer completes the workshop. The cost of the workshop shall be credited to the potential homebuyer as his/her required contribution for the purchase assistance per the City's Homebuyer Policy.

The workshop shall provide potential homebuyers information on at a minimum: repairing credit; budgeting; hurricane preparation; income and debt ratios; pros and cons to homeownership; realistic purchase price and monthly payments; fair housing issues; negotiating the sales offer; home inspections; property maintenance; property insurance; various types of financing options; how to apply for down payment assistance programs; and foreclosure prevention.

The workshop shall educate potential buyers on: how to search for a home; how to complete a sales contract; what price should be offered; what to expect from a lender; understanding lender fees; understanding the Loan Estimate, the Closing

Disclosure document; mortgage documents; foreclosure prevention; hurricane mitigation; and the rights and responsibilities of the new homeowner.

7. Property Inspection

Once a property is identified and a fully executed contract is provided to the Subrecipient, a home inspection shall be requested. The inspection shall include a wind-mitigation report and a 4-point inspection, in addition to, the full property inspection. The cost of the inspections shall count as a credit towards the homebuyer's contribution for the assistance per the City's Homebuyer Policy.

The home inspector shall provide the buyer and the Subrecipient with copies of the full report. The Subrecipient shall review the report and advise the buyer on any deficiencies and the option for rehab assistance. The Subrecipient shall be available to the buyer's real estate agent and the listing agent for any questions or concerns. Prior to purchasing the home, a final inspection should be done to verify and confirm the specified repairs were completed. **All major systems in the home must have at least a five-year life prior to purchase.**

8. Closing

Once the final inspection is complete, the Subrecipient shall send closing instructions to the identified closing company, instructing the company on how to prepare the Closing Disclosure Statement as it pertains to the assistance program. The Subrecipient shall be available to the title agent and the closing department of the first mortgage lender, for questions regarding the second mortgage.

The Subrecipient shall review the preliminary Closing Disclosure Statement for accuracy. The Subrecipient shall review, verify and confirm: (i) the fees charged on the CD are in line with what are disclosed on the LE; (ii) when the buyer is getting credit for an item(s) paid prior to closing; (iii) the buyer has satisfied the minimum contribution requirement; (iv) the assistance amount is correct; and, (v) recording fees for the second mortgage are included and correct.

The Subrecipient shall be available to the buyer during all Closing Disclosure revisions for questions and/or concerns.

Once the Closing Disclosure Statement is approved by the first and second mortgage representatives, the Subrecipient shall prepare the closing documents, to include the Note, Mortgage, and Housing Agreement. All closing documents are to be reviewed and approved by the City, and are then signed by the City Manager prior to closing. The Subrecipient shall attend the closing with the buyer and shall have the buyer execute all required documents. The Subrecipient shall maintain a client file that includes all documentation related to the client.

The goals of the Purchase Assistance Program are to:

- Provide decent, affordable housing to lower-income households;
  Expand the capacity of nonprofit housing providers;
- Leverage private sector participation in meeting the housing needs of low-income households.

The partners and their respective roles are as follows:

Community Housing Initiative, Inc.
Community Housing Initiative, Inc. (C.H.I.), a local non-profit housing provider and certified CHDO, shall be the Subrecipient of the Project, keep all records relating to the properties and will provide support to the homebuyers until closing and beyond as indicated. As Subrecipient of the Project, they shall manage all aspects of project development and implementation and shall seek out at least three financially qualified and credit worthy HOME Program eligible buyers. The Subrecipient shall comply with all aspects of the Brevard County HOME Consortium Affirmative Marketing Plan.

City of Cocoa
The City of Cocoa's role is grant manager for the Project. City staff will perform project oversight and grant management to the Subrecipient and will monitor the Subrecipient's compliance with HOME Program requirements for the duration of this Agreement.

The City shall monitor compliance with HOME Program requirements for the duration of the HOME affordability period. The affordability period will begin on the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a mortgage and note.

The City of Cocoa shall ensure all of HUD's HOME Program and Florida Building Code requirements are met when rehab assistance is used. Also, the City of Cocoa shall ensure homebuyers occupying the units meet income eligibility requirements and all HOME Program requirements. The City of Cocoa's Housing and Neighborhood Services Division will continue to monitor the Project according to the terms outlined in the Agreement.

EXHIBIT B

PROJECT BUDGET

The total HOME Program funds allocated to the Purchase Assistance shall not exceed $400,000 including subrecipient fees. The projected sources and uses of funds are as follows:

	AMOUNT	% TOTAL
Cocoa HOME Program Income Funds	$310,277.92	80%
Cocoa HOME Entitlement Funds FY17/18	$ 54,734.60	10%
Cocoa HOME Entitlement Funds FY18/19	$ 34,987.48	10%
TOTAL:	**$400,000.00**	100 %

PROPOSED USE OF FUNDS:

Homebuyers	Purchase Assistance	Subrecipient Fee	Total Budget
10	$374,000	$26,000	$400,000.00
Total :	$374,000	$26,000	$400,000.00

**These are estimated amounts; actual amounts may vary.* However, any costs that are a result of contractor error or property theft shall not be reimbursed (i.e., re-inspection fees, unit vandalism or loss).

The Subrecipient will receive $2,600 per closing, a total Subrecipient fee shall not exceed $26,000. This Subrecipient fee shall be paid in approximately ten (10) installments upon each sale as evidenced by payment at closing; release of liens from all contractors, subcontractors, and suppliers; complete homebuyer file, and City approval.

Upon execution of this Agreement and issuance of a Purchase Order, the City shall issue a Notice to Proceed to the Subrecipient. Any remaining funds after 10 closings will be liquidated or an amendment will be done to increase the amount and term of the agreement.

EXHIBIT C

PROJECT SCHEDULE

The estimated time to complete the project is approximately 24 months from the execution of this contract agreement, with the option to extend for an additional 12 months.

Funds are available, Purchase Order processed	April 2019
All homebuyer closing completed/Funds expended	April 2021
Project Closeout	April 2021

CITY OF COCOA

PURCHASE ASSISTANCE PROGRAM

REQUEST FOR PROPOSALS

Deadline for submission of proposal:
Thursday, January 17, 2019
4:00 p.m.

Community Services Department
Housing & Neighborhood Services Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8520 I Fax: (321) 433-8543

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

PROPOSALS MUST BE RECEIVED PRIOR TO 4:00 P.M. ON January 17, 2019

PURCHASING DIVISION CONTACT: SONJA HAMILTON
PHONE NUMBER: (321) 433-8833
FAX: (321) 433-8860
E-Mail: shamilton@cocoafl.org

PLEASE COMPLETE THE FOLLOWING	
AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Address: City, State, Zip: Phone Number: Fax Number: E-Mail Address: FEIN Number:	Do you accept electronic payments (Mastercard) □ YES □ NO Do you accept Visa? □ YES □ NO If submitting a "NO RESPONSE", state reason: _____ _____ **Addenda Acknowledgement _#_____**

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

One (1) original (MARKED "ORIGINAL") and Two (2) copies of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, RFP**# P-19-10-COC.** Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFP package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFP. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFP submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFP process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Any agreements resulting from this RFP shall be approved by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful respondent offering fair, competitive and reasonable prices for their services and the respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without

penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFP with any respondent at any time. Respondent shall bear all costs associated with preparing and responding to this RFP. The City of Cocoa will provide no compensation for such costs.

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

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

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

_____
Name of Respondent

_____
Authorized Signature

_____
Name & Title

_____
Date

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I. PROGRAM DETAILS

The City of Cocoa Housing and Neighborhood Services (HNS) Division (hereinafter referred to as "City") is seeking proposals from **qualified HUD approved housing counseling organizations** that desire to compete for and provide day-to-day operations of the Purchase Assistance Program (PAP).

The successful Respondent will be responsible for all purchase assistance activities including, but not limited to, program marketing; intake; determination of household eligibility; income eligibility; consideration of assets; client affordability ratios; one-on-one housing counseling; preparing legal encumbrance documents; and recording.

The successful Respondent will be responsible for one-on-one, face-to-face, and group counseling specifically for households seeking to purchase a home in the city limits of Cocoa at a location that is within Brevard County. Counseling will include pre and post purchase, and financial management.

The successful Respondent will also be responsible for homebuyer education classes, including but not limited to, working with area lenders, realtors, and closing agents. Fair Housing, hurricane mitigation, homeowner maintenance and foreclosure prevention must be a component of all counseling and education classes.

Adherence to the City of Cocoa's Purchase Assistance Program Policy is required for each successful Respondent.

Eligible Respondents must be a HUD certified Housing Counseling Agency and willing to adopt National Industry Standards for Homeownership Education and Counseling:

- Housing Authorities
- Local Government Agencies
- Local Community Housing Development Organizations ("CHDO")
- Redevelopment Organizations

Additionally, Respondent must have demonstrated the capacity to perform Home Investment Partnerships Program (HOME) and State Housing Initiatives Partnership Program (SHIP) assisted activities with a minimum of one of the following:

- **Experienced staff that has successfully completed at least one (1) similar program in size and scope. Cannot use consultants as advisors to demonstrate capacity except during the first year of operation.**
- **Minimum of three (3) years' experience serving the community by providing a similar service.**
- **Must be able to provide a meeting location to assist clients within Brevard County.**

Eligible Respondent:
The funds set-aside for successful Respondent under the HOME, SHIP, or any other funding programs approved by the City of Cocoa, will be used to develop and provide down payment and closing cost assistance for low, very-low and extremely-low income persons.

Terms: The successful Respondent will be responsible for the administration of the Purchase Assistance Program for up to two (2) years, with an annual renewal option.

AVAILABILITY OF FUNDS

Funding is subject to availability. City of Cocoa reserves the right to reduce, amend, and/or rescind this funding opportunity at any time prior to the final award and approval of any contract or agreement by the City. The anticipated budget for one year will be $400,000. Funding is not included for client participation in the required First Time Home Buyer Class. This budget is tentative and subject to funding availability.

II. GENERAL TERMS AND CONDITIONS

1. Respondent acknowledges that all information contained within the response is public record to the extent required by State of Florida Public Records Laws. Sealed proposals are exempt from public record until the agency provides notice of decision or within ten (10) days after the proposal opening, whichever is earlier. Financial statements, if required, are exempt from disclosure under 119.071(l)(b)(c), Florida Statutes.
2. All Respondents must read, sign, and comply with the statement on Public Entity Crimes prior to entering into a Contract with the City (Attachment 6).
3. All incorporated Respondents must read and sign Respondent Certification and Acknowledgement form and provide board minutes approving application/proposal submittal and signature authority (Attachment 7).
4. The City will not reimburse Respondent for any costs associated with the preparation and submittal of any responses to this Request for Proposal (RFP).
5. The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Part 111, Florida Statutes, "Code of Ethics for Public Officers and Employees". All Respondents must disclose with their responses the name of any officer, director, or agent who is also an employee of the City. Further, all Respondents must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Respondent's firm or any of the Respondent's branches/subsidiaries.
6. Respondents, their agents and associates shall refrain from discussing or soliciting any City official regarding this RFP during the selection process. Failure to comply with this provision will result in disqualification of the Respondent. Only the designated liaison listed in this response may be contacted.
7. Respondents shall not discriminate as to race, gender, color, religion, handicap, familial status or national origin in the operations conducted under this RFP.
8. Due care and diligence must be exercised in the preparation of this RFP. The responsibility for determining the full extent of the services required rests solely with those making responses. Neither the City nor its representatives shall be responsible for exercising the professional judgment required in determining the final scope of services which may be required.
9. All timely responses set forth in the submittal requirements for Respondents to this RFP will be considered. Respondents are cautioned to clearly indicate any deviations from these qualifications.

I0. Respondents are responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, State of Florida, and applicable local ordinances. Failure or inability on the part of the Respondents to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Respondent from its obligation to honor its response and to perform completely in accordance with its response.

11. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, request clarification of information from Respondents, reject any and all responses in whole or in part, with or without cause, and accept any response, which in the City's judgment, will be in the City's best interest.

12. Any interpretation, clarification, correction, or change to the RFP will be made by written addendum issued by the City of Cocoa's Purchasing Division. Any oral or other type of communication concerning the RFP shall not be binding.

13. Any Proposals submitted before the deadline may be withdrawn by written request received by the City before the time fixed for receipt of Proposals. Withdrawal of any Proposal will not prejudice the right of the Respondent to submit a new or amended Proposal as long as the City receives the Proposal by the deadline as provided herein.

14. For good and sufficient reason, the City may extend the response deadline. Should an extension occur, all parties who received a RFP will receive an addendum setting forth a new date and time for the response deadline. Notice will be provided by e-mail or facsimile. Vendors are responsible for ensuring they have received all addenda.

ID. SPECIAL TERMS AND CONDITIONS

1. RFP DUE DATE & TIME: January 17, 2019 , AT 4:00 P.M. Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received NO LATER THAN 4:00 P.M. Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining the time that packages are received and for determining late responses.

2.

All RFP information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope RFP-19-10-COC PURCHASE ASSISTANCE PROGRAM. Respondent's name and return address must be clearly identified on the outside of the envelope.
Proposal packages submitted after the specified date and time will not be considered. Proposals submitted by facsimile or email will not be considered.

3. City staff will review all proposals received by the due date and time for completeness and financial feasibility. Staff may request that a Respondent provide additional clarifying information needed to make a sound decision regarding the feasibility of the proposed program administration.

4. Cocoa City Council shall have final approval for the funding of this project.

5. Successful proposals must comply with all SHIP, HOME and local requirements and conditions, as applicable by federal regulation or statute.

6. Respondent shall, to the best of its ability, inform and encourage the participation of Minority and Women Owned Businesses in all business transactions.

7. Respondent shall use affirmative housing marketing practices in soliciting buyers, determining eligibility and concluding all transactions. The Respondent shall further affirmative marketing and fair housing in accordance with aforementioned state and federal guidelines.

8. News releases, publicity releases, or advertisements relating to this RFP or the tasks or this program, when feasible, shall not be made without prior knowledge of the City. Releases should identify the funding entity as well as the funding source.

9. The City shall not be liable for any costs incurred by Respondents in responding to this RFP.

10. At any time during normal business hours, City staff, other County, State or Federal representatives shall have access to all work and records directly related to the RFP. The successful Respondent shall permit City staff and other County, State or Federal representatives to audit and examine all invoices, contracts, and any other data relating to the expenditure of allocated funds. This time period minimally includes five years after the contract is closed and/or five years after the end of the contract's affordability period.

11. The Respondent will be required to comply with the federal Office of Management and Budget (OMB) issued Super Circular, December 26, 2013, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" where applicable.

12. Respondent must submit copies of all current licensing/certifications required to provide the services outlined in this RFP.

13. Respondent must sign certifications regarding Debarment and Suspension, Drug-Free Workplace Requirements, and Certification Regarding Environmental Tobacco Smoke. (Attachment 8)

14. Respondent must enter into a continuing contract that will be provided by the City that incorporates the requirements of this RFP.

15. Respondent shall hold harmless, indemnify and defend the City, its Council members, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind of nature arising out of or incidental to Respondent's services under this RFP.

16. Respondent awarded funding to provide services will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts. Respondents, prior to the signing of a contract and before starting any work on this project, shall be required to submit all as follows:

    a. Worker's Compensation - The insurance required by this section shall comply with the Florida Worker' s Compensation Law and include employer's liability insurance with limits of not less than those required by the State of Florida or local jurisdiction, whichever is higher.

    b. Comprehensive General Liability - in an amount of no less than those required by the State of Florida or local jurisdiction, whichever is higher, including coverage for operations, products completed operations, property damage, and bodily personal injury, insuring the

Contractor and any other interests, including but not limited to, any associated or subsidiary companies involved in the project. The Comprehensive General Liability Insurance shall include contractual liability insurance applicable to the Contractor' s obligations under the Rehabilitation Construction Agreement.

c. Liability Insurance - in an amount not less than $1,000,000 for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 for damages on account of all accidents. Policies shall name the City of Cocoa as an additional insured, only in respect to liability arising out of operations on behalf of Cocoa.

d. Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence, if applicable.

e. In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

f. The vendor shall provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the City as an additional insured and that these policies may not be cancelled or modified without thirty (30) days prior written notice to the City.

g. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Respondent under the terms of the contract.

17. Respondent must comply Other Laws, Rules and Regulations, as applicable:

a. Section 420.907 Florida Statutes, State Housing Initiatives Partnership Program.

b. Florida Administrative Code, Chapter 67-37.

c. 24 CFR Part 1 -The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.

d. 24 CFR Part 107 - The regulations issued pursuant to Executive Orders 11063 that prohibits discrimination and promotes equal opportunity in housing.

e. Executive Order 11246, (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 - which establishes hiring goals for minorities and women on projects assisted with federal funds.

f. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 - which prohibits discrimination in employment.

g. Age Discrimination Act of 1973.

h. Florida Statutes, Chapter 112 - which deals with conflict of interest.

i. Public Law 100-430 - The Fair Housing Amendments Act of 1988.

j. Section 109 of Public Law 100-202 - which restricts the awarding of public works contracts to Respondents from foreign countries with unfair trade practices.

k. 24 CFR Part 92 - HOME Investment Partnerships Program.

I. 24CFR Part 84 - Grant and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

m. Davis-Bacon Requirements Labor Standards Requirements.

IV. GENERAL INSTRUCTIONS

1. Submitted application/proposals must be completed in a Microsoft Word format and follow the outline provided on the Housing Application which includes a Project Narrative and General Information questions. Number and answer each question on the application; indicate Not Applicable, if appropriate. **Incomplete application/proposals will not be considered.**

2. Attachment 9 (Purchase Assistance Program Policy) is provided for information only. Do not include in your submission.

3. Respondents must submit one (1) Original (marked ORIGINAL) and two (2) copies of the application/proposal. Submitted application/proposals must be bound with a binder clip, one clip per copy. All three copies of the proposal must be submitted in a sealed envelope; clearly marked on the outside of the envelope with **RFP-19-10-COC** and the respondents name and address.

4. Mail or hand deliver proposals to:

   City of Cocoa
   Purchasing Division
   65 Stone Street
   Cocoa, FL 32922

5. For information concerning procedure for responding to this Request for Qualifications/Proposals (RFP), contact Sonja Hamilton, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum. All questions about the meaning or intent of the RFP Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Sonja Hamilton, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via fax at (321) 433-8860 or e-mail at shamilton@cocoafl.org . The deadline for questions is January 11, 2018 by 5:00pm.

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFP ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFP, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH

THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFP FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFP MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION/PROPOSAL OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

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

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

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

TERM: The term of the Agreement will not exceed two (2) years with up to one (1) twelve (12) month renewal. However, the City will reserve the right to extend the Agreement beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFP.

STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa.

V. SELECTION CRITERIA

Preference will be given to Respondents that employ personnel from the Welfare Transition Program and/or Workforce Development Initiatives programs. Selection criteria will include, but may not be limited to, the following:

1. Direct experience with purchase assistance programs, housing counseling and workshops;
2. Cost per unit of service;
3. Quality of the proposed program(s);
4. Ability to adhere to deadlines;
5. Financial strength;

VI. PROTEST PROCESS

In accordance with City of Cocoa's Formal Protest Procedures, any Respondent or proposer who is allegedly aggrieved in connection with the solicitation of pending award of a contract is entitled to an opportunity to appeal the bid process or decision and must file a formal written appeal to the Director within 72 hours after receipt of the bid or addenda or 72 hours after the decision of the City Council or the City Manager. All protests must be initiated by filing a written Notice of Intent to Protest (Protest Notice) with the office of the Purchasing Manager, City of Cocoa, 65 Stone Street, Cocoa Florida 32922.

VII. PROPOSAL CHECKLIST

Respondent Name:_____

Proposals must be submitted in the order listed below or the proposal will be considered incomplete.

☐ Proposal Checklist

☐ Project Narrative

☐ General Information (questions 1 through 9)

☐ Organizational Capacity (questions 10 through 24)

☐ Attachment 1 - Agency Overall Budget

☐ Attachment 2 - Purchase Assistance Program Budget

☐ Attachment 3 - Purchase Assistance Program Narrative

☐ Attachment 4 - Program/Workshop Timeline

☐ Attachment 5 - Acknowledgment of HOME/SHIP Funded PAP/Construction/Rehabilitation Projects- original only

☐ Attachment 6 - Sworn Statement of Public Entity Crimes - original only

☐ Attachment 7 - Respondent Certification and Acknowledgement - original only

☐ Attachment 8 - Certifications - original copy only

☐ RFP Title Page - Signed

NOTE: A Proposal will not be considered if any section of the proposal is incomplete or if a required item is missing. Proposals submitted after the due date & time will not be considered.

I acknowledge that all of the required items listed above are included in this application/proposal and that if any are found to be missing, the application/proposal will not be accepted for consideration.

Name/Title/Date

_____

VIII. HOUSING APPLICATION/PROPOSAL

PROGRAM NARRATIVE

Provide a detailed description of the intended approach (including fees) associated with the implementation of the City of Cocoa's PAP Program. This would include, but is not limited to, the following topics:

A. Scope of Services: describe your proposed program, target population, address barriers to homeownership, including breakdown of anticipated results or measurable outcomes, etc.
B. Program promotion: indicate the location, frequency, and cost of the program and workshop, frequency of one-on-one counseling with Respondents, methods to affirmatively further fair housing, address marketing of the program and workshop, and methods to target non English speaking Respondents.
C. Statement of Need: address issues and risks such as fair housing, nimbyism, lack of affordable housing, and accessibility.
D. Best Practices: include any innovative strategies proposed, and innovative strategies currently used by your organization.
E. Funding Reduction: explain in detail what will happen to the program and workshop if your organization receives less than the projected allocation.
F. Counseling Services: detail each of the three (3) types of services to be offered (Financial Coaching, Financial Management Education, Pre and Post Purchase, target population, and anticipated results or measurable outcomes.

GENERAL INFORMATION

1. Organization's Name: _

2. Organization' s Mailing Address: _

3. Federal Employer Identification Number: _

4. Non-profit (circle one): yes no

5. Contact Person/Title: _____

6. Phone Number:_____Fax Number:_____

7. Email Address: _____

8. Additional Contact Person/andPhone Number:_____

9. Organization' s Street Address(s), including counseling,workshop location(s):_____

ORGANIZATIONAL CAPACITY

10. Include a one (1) page Executive Summary. This can include your organization purpose, target populations, efforts to affirmatively further fair housing, best practices, industry recognition, etc.

11. Provide a description of your organization. Your organization description should clearly identify the project manager and the day-to-day contact for the program, counseling and workshop.

12. Provide a copy of your organizational chart.

13. Provide a work plan that identifies the personnel to be assigned to each task.

14. Provide resumes of key staff that will complete the tasks.

15. Include a list of accomplishments of your organization over the past five (5) years.

16. Include letters of recommendation attesting to your organization's capacity.

17. Include a full curriculum for the proposed counseling and workshop. Be sure to include any fees that will be assessed to any workshop participants.

18. Include a copy of your HUD Housing Counseling Agency Certification.

19. Does your organization have any existing contracts or agreements with other private donors, or Federal, State, or local grants or funding sources? If "Yes", please list.

20. Has your organization or owner(s) filed bankruptcy in the past seven (7) years?

21. Has your organization been investigated, suspended, debarred, proposed for debarment, declared ineligible, excluded, sanctioned or terminated by or from any Federal, State, administrative, law enforcement, municipal or other local department or agency for any reason, in the past ten (10) years? If so, describe in detail, including the agency, the investigation, the dates of the investigation, and the result of the investigation, with any identifying case or agency number to allow further information to be gathered.

22. Have you, your organization, an organization director or officer been convicted of or had a civil judgment rendered against you, it or them in the past five (5) years?

23. If non-profit, provide a list of current board members, their addresses and affiliations; a copy of your 501 (c) (3) determination letter from the IRS; a copy of your Articles of Incorporation with the State of Florida; and a copy of your most current By-laws. **Note: you only need to include your Articles of Incorporation and current by-laws in one (1) original Copy.**

24. Provide a copy of the Respondents most recent and previous two (2) year audit/or financial statement and IRS tax returns (including IRS 990). Each year's Management Letter must also be included. If Respondent does not have audits performed, please provide three (3) years of financial statements prepared by agency accountant-bookkeeper and three (3) years of year-end bank statements. **Note: you only need to include your audit reports and IRS tax returns in one (1) Original Copy.**

ATTACHMENT 1

RESPONDENT OVERALL BUDGET **(OR SUBMIT LATEST AUDIT)**

Source	Previous Year Budget (Actual Budget)	Current Budget
(1) State Grants		
(2) Federal Grants		
(3) Allocations Requested or Received		
(4) Foundation/Trust Grants		
(5) Client Fees/Shared Costs		
(6) Cash Contributions or Donations		
(7) In-kind		
(8) Operating Reserve Funds		
(9) Capital Reserve Funds		
(10) Misc./Other Funds*		
TOTALS:		
Expense Categories	Previous Year Budget (Actual Budget)	Current Budget
a. Personnel		
b. Fringe Benefits		
c. Travel		
d. Equipment		
e. Supplies		
£ Contractual		
g. Insurance		
h. Maintenance		
i. Training & Conferences		
J. Direct Assistance to Clients		
k. Fees & Dues		
I. Miscellaneous & Other*		
TOTAL:		

*Please explain

ATTACHMENT 2
PURCHASE ASSISTANCE PROGRAM, COUNSELING AND WORKSHOP BUDGET - $400,000

Program	City Funds	All Other Revenue**	Total Revenue Received
Purchase Assistance Program	$400,000	$	$
Purchase Assistance Workshop	$ 0.00	$	$
Housing Counseling (Financial Coaching, Financial Management, Extended Financial Management)	$ 0.00	$	$

Expense Categories	City Funds	Other	Total Expenses
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual			
Other (Itemize)			
Other (Itemize)			
Operating Costs			
TOTAL:			

*Projected allocation over one (1) year
** Must disclose source of funds in Program Narrative

ATTACHMENT 3

PURCHASE ASSISTANCE PROGRAM NARRATIVE

Provide a program narrative, including housing counseling course outline.

A Project Delivery Fee will be payable after closing and receipt of acceptable proof of client and unit eligibility. An invoice for the Project Delivery Fee should be included in the Reimbursement Request submitted to the City after closing. Please note every effort will be made to process payments timely; however, the City of Cocoa's policy dictates the payment process. Project delivery needs to be included within the cap for the down payment assistance calculation.
DPA + Project Delivery = $40,000 or $35,000.

ATTACHMENT 4

PROGRAM/COUNSELING/WORKSHOP TIMELINE

Develop timeframe based on number of days from initial client contact; rearrange process as necessary.

Project Benchmark	Number of Days from initial client contact
1. Application	
2. Intake/Assessment	
3. Housing Counseling	
4. Selection of House	
5. Inspection	
6. Commitment Letter issued.	
7. Purchase Assistance Program Workshop	
8. Settlement/Closing	
6. Invoice to Cocoa	
Total number estimated days	

ATTACHMENT 5

ACKNOWLEDGMENT OF
HOME/SHIP FUNDED PAP/CONSTRUCTION/REHABILITATION PROJECTS

The Respondent must acknowledge and initial the following Federal, State and local requirements:

A. All construction plans and specifications for the project must be approved by the City departments. If the project affects a building listed or eligible for listing on the National Register of Historic Places, all plans and specifications must be approved by the State Historic Preservation Office (SHPO), in accordance with the understanding between the SHPO and the City.

B. The City shall not be obligated to pay any funds to the project prior to the completion by the City of an environmental review of the project and said review is approved by any government agencies as may be required by law.

C. The Bidder specifically agrees that no person shall be denied the benefits of the program on the grounds of race, color, gender, religion, familial status, handicap or national origin.

D. The Bidder agrees, on its own behalf and on behalf of its contractors and subcontractors, to take affirmative action in attempting to employ low income and minority persons, as mandated by law.

E. The Bidder agrees to submit to the City all documentation of the steps followed in the selection of professional services and construction contracts.

F. The Bidder agrees to specify a time of completion and include a liquidated damage clause in all construction contracts. Cost plus a percentage of cost, and percentage of construction cost contracts will not be permitted.

G. If the Bidder is awarded HOME/SHIP funds, other conditions and requirements will be specified in the funding agreement.

H. The Bidder agrees that it will not start construction until an official "Notice to Proceed" has been issued.

I. Pursuant to 24 CFR 92.355 of the HOME Regulations, and the new provisions in the Housing and Community Development Act of 1987, the Bidder agrees to comply with the inspection, notification, testing and abatement procedures concerning lead-based paint.

J. The Bidder agrees to comply with HHS-005, "Suspension and Debarment Policy", and upon award of funding, execute a Certification Regarding Debarment and Suspension, in compliance with 45 CFR Part 76.

K. The Bidder agrees, upon award of funding, to execute a Certification Regarding Drug-Free Workplace Requirements, in compliance with 45 CFR Part 76.

L. The Bidder agrees, upon award of funding, to execute a Certification Regarding Environmental Tobacco Smoke, in compliance with F.S. 386.201-212.

M. The Bidder agrees to comply with the regulatory requirements of Section 3.

I HEREBY ACKNOWLEDGE, BY INITIALING ABOVE, THAT I HAVE READ THE SPECIFIC REQUIREMENTS CONTAINED IN THIS ACKNOWLEDGEMENT, AND THAT ELIGIBILITY OF MY ORGANIZATION'S PROJECT DEPENDS UPON COMPLIANCE WITH THE REQUIREMENTS CONTAINED IN THIS ACKNOWLEDGEMENT.

SIGNATURE/ AUTHORIZED CERTIFYING OFFICIAL	TITLE
RESPONDENT ORGANIZATION	DATE SUBMITTED

ATTACHMENT 6

SWORN STATEMENT OF PUBLIC ENTITY CRIMES

RFPNO._ _ _ _ _ _ _ _ _ _

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

State of _ _ _ _ _ _ _ _ _ _ _

County of _ _ _ _ _ _ _ _ _ _

Before me, the undersigned authority, appeared _ _ _ _ _ _ _ _ _ _ _ _ who, being by me first duly sworn, made the following statement:

1. The business address of _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ (name of Respondent or contractor) is _

2. My relationship to _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ (name of Respondent or contractor) is (relationship such as sole proprietor, partner, president, vice president, etc.).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July I, 1989, as a result of a jury verdict, non-jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendo.

5. I understand that "affiliate " is defined by the statute to mean (I) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Respondent or contractor nor any officer, director, executive, partner, shareholder, employee, member of agent who is active in the management of the Respondent or contractor nor any affiliate of the Respondent or contractor has been convicted of a public entity crime subsequent to July I, 1989.

(Draw a line through paragraph 6 if paragraph 7 applies)

7. There has been a conviction of a public entity crime by the Respondent or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent or contractor who is active in the management of the Respondent or contractor or an affiliate of the Respondent or contractor. A determination has been made pursuant to Section 287.133(3) by order of Division of Administrative Hearings that is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _ _ _ _ _ _ _

A copy of the order of the Division of Administrative Hearings is attached to this Statement (with a line through paragraph 6 if paragraph 7 applies).

Sworn to and subscribed before me in the State and County first mentioned above on the _____ day of _____ 2018.

Affix Seal

Notary Public: _ _ _ _ _ _ _ _ _ _ _ _ _ _

My commission expires_____

ATTACHMENT 7

RESPONDENT CERTIFICATION AND ACKNOWLEDGEMENT

The Respondent certifies that the information in this RFP is true, correct, and authentic.

The Respondent acknowledges that City may conduct its own independent review, analysis and verification of all information contained in this Application/proposal.

The Respondent and all Financial Beneficiaries have read and will abide by the applicable Florida Statutes 420.907 and Section 67-37 Florida Administrative Code.

The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application/proposals.

If non-profit, this application/proposal has been duly authorized by a resolution or other board action and also gives signature authority as reflected in board minutes. **(Please attach signed board minutes.)**

Authorized Official (signature)	Witness (signature)
Name and Title (typed or printed)	Name and Title (typed or printed)
Date	Date

ATTACHMENT 8

CERTIFICATIONS

(Suspension/Debarment, Drug-Free Workplace, and Environmental Tobacco Smoke Form)

1. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for the Respondent organization) certifies to the best of his or her knowledge and belief, that the Respondent, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; and

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Respondent not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application/proposal package.

The Respondent agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e. transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. Certification Regarding Drug-Free Workplace Requirements

The undersigned (authorized official signing for the Respondent organization) certifies that the Respondent will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; and

(b) Establishing an ongoing drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs;

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; and

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; and

(d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement;

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction; and

(e) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), and (e).

3. Certification Regarding Environmental Tobacco Smoke

F.S. 386.201-212, the Florida Clean Indoor Air Act, has as its purpose to protect the public health, comfort, and environment by creating areas in public places and at public meetings that are reasonably free from tobacco smoke by providing a unifom1 statewide maximum code. This part shall not be interpreted to require the designation of smoking areas.

(1) "Public place" means the following enclosed, indoor areas used by the general public:

(a) Government buildings; (b) Public means of mass transportation and their associated terminals not subject to federal smoking regulation; (c) Elevators; (d) Hospitals; (e) Nursing homes; (f) Educational facilities; (g) Public school buses; (h) Libraries; (i) Courtrooms; (j) Jury waiting and deliberation rooms; (k) Museums; (l) Theaters; (m) Auditoriums; (n) Arenas; (o) Recreational facilities; (p) Restaurants which seat more than 50 persons; (q) Retail stores, except a retail store the primary business of which is the sale of tobacco or tobacco related products; (r) Grocery stores; (s) Places of employment; (t) Health care facilities; (u) Day care centers; and (v) Common areas of retirement homes and condominiums.

(2) "Public meeting" means all meetings open to the public, including meetings of homeowner, condominium, or renter or tenant associations unless such meetings are held in a private residence.

(3) "Common area" means any hallway, corridor, lobby, aisle, water fountain area, restroom, stairwell, entryway, or conference room in any public place.

By signing the certification, the undersigned certifies that the Respondent organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services as defined by the Act.

The Respondent organization agrees that it will require that the language of this certification be included in any sub-awards, which contain provisions for services and that all sub-recipients shall certify accordingly.

The City strongly encourages all sponsors/recipients to provide a smoke-free workplace and promote the non-use of tobacco products.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
RESPONDENT ORGANIZATION	DATE SUBMITTED

Street Address:
City State, Zip Code:

ATTACHMENT 9

CITY OF COCOA

COMMUNITY SERVICES DEPARTMENT
HOUSING & NEIGHBORHOOD SERVICES DIVISION

HOUSING PROGRAM POLICIES & PROCEDURES

FOR PURCHASE ASSISTANCE, OWNER-OCCUPIED REHABILITATION, DEMOLITION/REPLACEMENT PROGRAMS, SUBSIDY LAYERING AND MONITORING

Council Adoption of Revision – 2/09/2016

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I. OBJECTIVE

This policy is designed to be utilized by the City of Cocoa's Community Services Department's Housing & Neighborhood Services Division staff in implementation of its federally funded *Community Development Block Grant* (CDBG) and the *HOME Investment Partnership Programs* (HOME) administered by the U.S. Department of Housing and Urban Development (HUD), and the State funded State Housing Initiatives Partnership (SHIP) Program, and any other grant funding the City may receive.

The intent of this policy is to clearly identify the specifications under which staff will implement programs that provide purchase assistance, housing rehabilitation, minor housing repair, and housing replacement (when it has been determined economically unfeasible to rehabilitate) assistance to owner occupied households at or below 80% of median income. Additionally, subsidy layering guidelines are identified within this policy. The Program will be implemented in partnership with private funding whenever available. The policy identifies authority levels for approval and eligibility restrictions, which exceed federal and state requirements.

II. DEFINITIONS & REFERENCES

- Section 420.907 et seq. Florida Statutes, State Housing Initiatives Partnership Act.
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et seq., State Housing Initiatives Partnership Program.
- Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program.
- 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.
- 24 CFR Part 570, regulations, Community Development Block Grant Program.

Appeal Procedure: Established procedure by which an applicant or client may make a complaint or appeal a decision made by the Community Services Department's Housing and Neighborhood Services Program Staff.

Applicant: A person or household who submits a signed and completed program application for assistance.

Assets: Assets are defined by Section 8 regulations, 24 CFR Part 813. Actual or "Imputed" Income from assets is included in projected annual income. The Liquid Assets owned by the household of an Eligible Property Owner are limited to a cash value equivalent to the HUD determined annual income for a household at or below 80% of median income, adjusted for family size. Liquid assets do not include retirement accounts.

Brevard County HOME Consortium: a legal entity created through an intergovernmental agreement between Brevard County and the Cities of Titusville, Cocoa, Melbourne, and Palm Bay.

CDBG: Community Development Block Grant funds are provided to the city by the U.S. Department of Housing & Urban Development (HUD).

Contractor: Licensed contractor who has met City Housing Program requirements to perform work on housing projects and has not been debarred from performing work on federally financed projects.

Deferred Loan: A zero interest loan provided to qualified households which is forgiven without repayment upon satisfaction of all requirements of the household's agreement with the City of Cocoa.

Department: City of Cocoa Community Services Department's Housing & Neighborhood Services Division.

Eligible Property: A Single Family property, occupied as a principal residence by an Eligible Household, including the following:

1. The Owner occupied portion of a one to four family property.
2. A condominium or cooperative unit except that attached units will not be eligible for replacement under this policy.
3. Any of the above moved to a new foundation constructed with HOME funds.
4. Halfway housing, dormitories (including farmworker dormitories), and *all* types of student housing, not just student dormitories are excluded from assistance. These types of residence constitute facilities or provide short-term or transitory housing.

The Property must be located within the City of Cocoa, and have an after rehabilitation value not to exceed 95% of the median purchase price for the area, as published by HUD *(Projects performed in conjunction with the Brevard County HOME Consortium are not restricted to the city limits of Cocoa, but must be located within the boundaries of the Brevard County HOME Consortium Area).*

Eligible Property Owner: The household of the Eligible Property Owner must have a projected annual income at or below 80% of the median income level adjusted for family size. The Property Owner must occupy the property as his or her Principal Residence. A household owns the property if they:

1. Have a fee simple title; or
2. Maintain a 99-year leasehold interest; or
3. Have ownership or membership in a cooperative; or
4. Have a Life Estate; or
5. Have other forms of ownership approved by the City of Cocoa's Attorney's office.
6. Do not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest; and
7. For HOME funded homeowner rehabilitation, §92.254(c) permits four (4) additional forms of ownership: heir property, life estate, living trust, and beneficiary deed.

Fair Housing: Requirements for non-discrimination based on race, color, sex, religion, handicap, familial status or national origin in accordance with Federal Regulations found at 24 CFR 100-146 and State Law FS 750.

General Property Improvements: These improvements include rehabilitation items which are corrections of health and safety code violations, but are improvements which place the unit in a readily maintainable condition for a useful life of at least five (5) years.

HOME: HOME Investment Partnership Program administered by the U.S. Department of Housing and Urban Development and disbursed through the Brevard County HOME Consortium.

HUD: United States Department of Housing and Urban Development.

Income: Projected annual income established in compliance with HOME, CDBG and SHIP regulations, specifically established at 24 CFR Part 813, the Section 8 regulations.

Income Limits: The City shall use the most current income limits issued for the program that is assisting the client (HUD or the State).

Liquid Asset: Liquid assets are those in the possession of the household seeking assistance which can readily and promptly be turned into cash in a savings or checking account or a CD less than 3 years old. The following are excluded: retirement accounts, CDs over 3 years old, savings bonds, jewelry, guns, cameras, and equity in boats, RVs, and campers.

Minimum Investment: The City shall ensure that the minimum HOME investment (or whichever funding source is used) is met.

Minimum Property Standards: Minimum Property Standards establish certain minimum standards for buildings constructed under various HUD programs. The Standards include specific requirements for the durability of such items as doors, windows, painting and wall coverings, kitchen cabinets and carpeting. The standards ensure that the value of the home is not reduced by the deterioration of these components. (HUD Handbook 4910.1)

Ownership interest: must be in good, marketable title, subject to only certain restrictions (such as HOME resale restrictions, mortgages, deeds of trust, or liens or instruments that secure debt on the property), provided these are approved by the City.

Principal Residence: The household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption. The household may not vacate the unit for more than 120 non-consecutive days in any one calendar year for any reason, other than a hospital or nursing home stay.

Program: Housing & Neighborhood Services Division's Purchase Assistance, Owner-Occupied Rehabilitation, and Demolition/ Reconstruction Programs.

Reconstruction: permitted for units that were destroyed by disaster and are not standing on the site at the time of project commitment, provided that HOME funds are committed within 12 months of the date of destruction.

Rehabilitation: All units determined to require rehabilitation through housing grant funds shall be brought up to meet, at a minimum, the Florida Building Code approved by the City of Cocoa and the Program's written rehabilitation standards. Properties must meet local codes, grant funding requirements, including zoning regulations. Each major system must have a remaining useful life of at least five (5) years. Major systems include: structural support; roofing; cladding and weatherproofing (e.g. windows, doors, siding, gutters); plumbing; electrical; heating; ventilation; and air conditioning.

Replacement: All units that exceed $45,000 in rehabilitation assistance may be determined to require replacement. In cases where it is determined that the housing structure cannot be reconstructed on the same site, the eligible applicant will receive assistance in obtaining a new site and the original property will be deeded to the City of Cocoa, or to an organization designated by the City (i.e., CHDO or Habitat for Humanity).
Standard Housing Code: Minimum standards for basic equipment and facilities for all buildings intended for occupancy by owner-occupants or renters shall be in accordance with the Florida Housing and Building Codes. This is also the minimum standard for rehabilitation performed with grant program funds.

Students:
The 2013 Rule specifically excludes certain students from participating independently in the HOME program. The HOME program adopts the Section 8 Housing Choice Voucher (HCV) program restrictions on student participation found at 24 CFR 5.612, which exclude any student that:

1. Is enrolled in a higher education institution
2. Is under age 24
3. Is not a veteran of the U.S. military
4. Is not married

5. Does not have a dependent child(ren)
6. Is not a person with disabilities
7. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income.

Excluded students are prohibited from receiving any type of HOME assistance, including renting HOME-assisted rental units, receiving HOME tenant-based rental assistance, or otherwise participating in the HOME program independent of their low- or very low-income families.

Subordination: The process of placing, ranking, or positioning a mortgage as secondary to the primary mortgage.

Uniform Physical Conditions Standards (UPCS): uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR 5.703. These standards are newly adopted for HOME rehabilitation, acquisition, and tenant-based rental assistance projects in accordance with revisions made to the property standards requirements at §92.251.

III. DIRECTIVES

A. PROGRAM ADMINISTRATION:

The City of Cocoa's Community Services Department's Housing & Neighborhood Services Division shall be responsible for the administration of the Purchase Assistance, Owner-Occupied Rehabilitation, and Demolition/Reconstruction Programs.

B. ELIGIBILITY:

1. Application shall only be received from homeowners that reside within the city limits of Cocoa. Homeowners whose property lies outside the City of Cocoa will not be accepted. These homeowners will be referred to the appropriate office within that municipality.

2. Application from owners of trailers, mobile homes and other manufactured housing will not be accepted for this Program except when the unit is eligible for replacement with a site-built home or the city receives a grant which specifically allows assistance of such units. Applicants must submit a signed and dated application (provided by the Housing and Neighborhood Services Division) verification of ownership of an eligible property, verification of current homeowners' insurance, verification of payment of all taxes, verification of current mortgage statement (if any) and utilities, and verification of income and assets in a format approved by the City in accordance with the regulations of the grant funding. Completed applications are reviewed by staff in order of date received.

3. In the event a County, State, or Federal Disaster declaration is made, applicants who need assistance due to damage or destruction incurred during the disaster event will be given precedence over other applications; and

4. If property insurance proceeds or disaster assistance (FEMA, SBA) is received, proceeds must first be applied towards the repairs/rehabilitation of the property before the City provides any form of assistance. A statement of benefits along with proof of repairs must be provided.

5. Applicant must be a homeowner named on a Warranty Deed, Quit Claim Deed or other recorded document which the City Attorney's office has determined demonstrates a valid ownership interest.

6. The assistance level is determined by income level as listed in Section III.D.5.

7. If a property is owned by more than one individual, the residency of the co-owner(s) (spouse, former spouse, family member, friend, etc.) must be verified.
   a) If the co-owner(s) reside in the household, then the co-owner(s) income must be included in the eligibility determination.
   b) If the co-owner(s) has documented his/her residence at another location, then the co-owner(s) income is not calculated in to the household income. However, he/she must sign the Agreement with the City and the mortgage lien.

   It is important to note that the State of Florida does not have a "legal separation" provision. As a result, if an applicant is still married, it doesn't matter if he or she does not still reside in the property with their spouse.

8. Applicants who have been determined to be Eligible Property Owners are served on a first qualified, first served basis, based on the date of determination of eligibility after review of the completed application. Applicants may be required to re-verify income and residence, after a time period determined by the grant funding, whichever is strictest. In addition, the City reserves the right to request additional or updated information at any time during participation in the program. In the event that there is an income, elderly or special needs preference, those grant required preferences will be shown priority in assistance.

9. Applicants may not be given assistance if they have demonstrated their intention to sell or transfer their property within the next year; have a judgment, tax lien or other government lien on their property; or are determined to not have a good ownership interest through the underwriting review conducted by Program staff. Additionally, applicants may not be given assistance if they are more than one (1) month behind on their mortgage payment or utility payments.

10. To complete determination of applicant eligibility, the Program staff will request a title search (Ownership & Encumbrance Report) of the proposed property to determine ownership interest and eligibility of the property.

11. An underwriting review is conducted to ensure that City administered funds are utilized in a manner that ensures that financial accountability standards are met. An Applicant whose property has liens recorded against it which in total are in excess of the Property Appraiser's assessment of value of the property for the most recent assessment year shall be restricted to assistance or may be deemed ineligible and not assisted at all.

12. If an Applicant is determined to have impediments (e.g. liens, judgments, water liens, code enforcement liens/issues) to receiving assistance through these City Programs, staff will provide guidance and counseling to the Applicant to remove these impediments. Applicants are not Eligible Property Owners until all impediments have been removed or, alternatively, the level of assistance may be restricted due to the severity of the impediment(s). In these instances, limited assistance may be provided which eliminate public health or severe code deficiencies.

13. Applicants who are determined to be ineligible for assistance or who decline assistance through the Program must first show proof that their circumstances have changed to warrant a review and complete a new application. They will be considered new applicants at that point.

14. All properties assisted with federal or state funds, may be subject to an environmental review, lead based paint testing and abatement, and/or asbestos testing.

15. If it is determined that the property lies in a flood zone, the owner will be asked to demonstrate that there is flood insurance carried on the property until close-out of the project.

16. All housing rehab applicants must have homeowners insurance. If the home is uninsurable due to code issues, the applicant must provide documentation that homeowners insurance shall be obtained upon completion of rehab assistance.

17. Ineligible Applicants will be counseled on the City Approved Appeal Procedure.

18. Assistance shall not be provided to any property owner with an active code enforcement lien. All code liens must be satisfied prior to housing assistance.

19. Items in project case file shall consist of: underwriting information, applicant information, legal documents, property information, and construction management.

20. Items in case file shall consist of: project documentation, participant eligibility, property eligibility, property standards, eligible costs, contractor selection, construction management, loan processing and servicing, and on-site inspection.

21. The timeframe for income source documentation shall be 2 months for HOME assisted activities.

C. MARKETING:

I. The City of Cocoa shall abide by the Brevard County HOME Consortium Affirmative Marketing Policy.

II. The City shall take affirmative marketing steps to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area. A wide range of marketing strategies will be implemented to ensure that eligible persons have a reasonable opportunity to be informed about the program opportunities being carried out by the City of Cocoa and the Brevard County HOME Consortium.

III. On an annual basis, the City will review its marketing efforts to assess fair housing outreach and comply with fair housing regulations.

D. DETERMINATION OF WORK/OWNER-OCCUPIED REHABILITATION:

I. Upon determination of property eligibility, Program staff will inspect the unit utilizing the Florida Building Code for existing housing adopted by the Cocoa City Council and Department approved rehabilitation standards, and will prepare work specifications and a cost estimate.

II. Rehabilitation Standards must be adequate to extend the useful life of the property for at least five (5) years, preferably longer, to protect the security of the rehabilitation deferred payment loan. Department approved rehabilitation standards shall include, at a minimum:

a) Correction of all violations of the Florida Building Code.

b) Correction of observable and identifiable problems which would lead to the violation of the Florida Building Code within the lien period.

c) Incidental repairs related to work performed under 2.a) or b) of this Section. (e.g. repair and painting of wall due to roof leak)

d) Addition of energy efficiency improvements which decrease the operating cost of the unit.

e) All replacement materials will meet FHA Minimum Property Standards and applicable industry standards.

f) Household systems and equipment shall be replaced on a unit for unit basis. Determination shall be based on need and safety of the household, including size of household and handicapped status of household member(s).

g) **Barrier free items, such as,** building/installing wheelchair ramps, grab bars, accessible showers, handicap toilets, sinks/faucets and widening of doors.

h) In accordance with Section 420.9075(3)(d), F.S, the City of Cocoa shall expend SHIP funds in a manner that encourages reduced long-term costs relating to maintenance, utilities, and/or insurance. Innovative design, green building principles, storm-resistant construction, or other elements will be incorporated in all housing strategies both for sustainability and to promote greater affordability.

III. All units assisted with federal funds will be evaluated for the potential presence of lead-based paint and asbestos. Owners will be noticed on the hazards of lead based paints. The treatment of defective paint surfaces is required.

IV. Property Owners who are determined to be eligible for assistance shall receive financial assistance for the repair, rehabilitation or replacement of their home in accordance with the following schedule, under the requirements defined in Paragraph 6 of this section:

INCOME LEVEL ADJUSTED BY FAMILY SIZE*	**MAXIMUM ASSISTANCE**
0 – 50% Median Income	$40,000 - Homebuyer
51 – 80% Median Income	$35,000 - Homebuyer
80 – 120%	$30,000 - Homebuyer
0 – 80% Median Income	$49,000 – Rehabilitation $20,000 – Minor Repairs $150,000 – Replacement

*The median family income is based on census data on family incomes updated using a combination of bureau of labor statistic earnings and employment data, Census P-60 median family income data, and Census American Community Survey data on changes of state median family incomes.

6. The following requirements are placed upon the determination of Maximum Assistance:

   a) The level of award is supported by the average age of the City's current housing stock, increase in construction materials, and the increase in replacement costs.

7. Upon completion of the work specifications by Program staff, the Owner will review the proposed work specifications and consent to the specifications in writing. Any issues relating to the proposed work will be resolved before proceeding to Contractor procurement.

8. If a property is determined to require rehabilitation in excess of the funds available through the Program, the owner will be notified. The owner will be provided the opportunity to secure private financing for necessary rehabilitation/replacement whose cost is in excess of available funds. If additional funding is not identified, the property will be assisted to the extent possible with the available financial resources or in the case of rehab put on a replacement waiting list until funds are available.

9. Occupancy and special needs of replacement units:

   1. All persons living in the household at the time of application shall be included when computing family size and income.

   2. Occupancy standards shall be consistent with the Florida Building Code approved by the Cocoa City Council and local zoning requirements. The existing number of bedrooms shall be replaced unless determined to be inadequate for the size of the household.

REPLACEMENT HOUSING The following requirements apply to units which are demolished and replaced through this Program. Replacement housing can be carried out by demolishing the existing structure and constructing a new home on the same site or by having the homeowner deed the existing property to a Community Housing Development Organization (CHDO) or a non-profit organization that owns property and is willing to, with an agreement with the City, exchange properties and construct a replacement home on a different lot within the City:

a) Unless the existing mortgage holder agrees to the demolition and replacement, the property must be free of encumbrances and mortgages.

b) $150,000 is the maximum amount allotted per unit for replacement house, this includes construction costs and eligible non-construction costs. The eligible property owner will be required to obtain other financing (or funds) for the remainder of the cost to construct, if needed.

c) The Building Valuation Data published annually by the Florida Building Code as adjusted for the region which includes Brevard County will be utilized to determine reasonable cost of construction by the Florida Building Code plus 5%, shall serve as the maximum cost allowable under this Program for construction of the new unit.

d) Applicants may not have a vested interest in any other property, which could be used as their primary residency.

The City has the right to replace homes based on the severity of the condition of the home and the imminent danger of the structure to the people living within the unit.

E. OWNER CONTRIBUTION:

If the recipient receives FEMA assistance or insurance proceeds, those funds must go towards the rehabilitation or reconstruction of their home first.

Households with more than $4,000 in liquid assets must apply those additional assets beyond the $4,000 towards the rehabilitation or reconstruction of their home. Liquid assets do not include retirement accounts.

F. CONTRACTOR PROCUREMENT:

All Local, State and Federal procurement policies must be adhered to during the program's Contractor selection process. The City's local procurement policy is the Financial Operations Manual (FOM). The FOM is adhered to for all housing related procurements.

G. AGREEMENT AND LIEN:

1. Upon receipt of an approved quote or bid, the Eligible Property Owner will be requested to sign an agreement which stipulates restrictions on the transfer or resale of the property, includes the scope of work to be performed; and identifies the City as a party to the Agreement as the Owner's agent to contract for and carry out the agreed upon repairs and improvements. All Eligible Property Owners must demonstrate adequate insurance coverage, including flood insurance, if so required, for the duration of the construction period. Eligible Property Owners are counseled on the importance of maintaining coverage after construction is completed.

2. Agreements will be executed in accordance with the City's Financial Operations Manual (FOM).

3. Assistance will be provided in the form of a deferred payment loan, secured by a mortgage lien recorded against the property. The mortgage shall not incur interest, nor shall payment be required if the property continues to be used as the Principal Residence.

4. The affordability period is determined by the grant or the following (whichever is stricter):

Minor Repairs less than $20,000	5 year lien forgivable at 20 percent per year
Housing Rehab $20,001 - $49,000	10 year lien forgivable at 10 percent per year
Housing Replacement	20 year lien forgivable at 5 percent per year
Homebuyer Assistance	10 year lien forgivable at 10 percent per year

5. If HOME funds are used, HOME affordability rules apply over the above affordability periods. The HOME affordability period starts from the date that the activity is closed in IDIS.

6. The lien recorded against participant's properties will specifically state that transfer of ownership "shall constitute a default and the balance of the Note unforgiven shall become due and payable in full." In addition, the Note shall specify that "the remaining balance will accrue interest at 3% annum at the time of default. If the City does not demand payment upon default, such action does not constitute a waiver." The mortgage amount is depreciated on an annual basis if the following conditions occur:

- The homeowner continues to reside in the unit in accordance with the terms of the Agreement; and
- The eligible homeowner provides proof that all insurance, mortgage payments and taxes are current; and
- The property is free of all code violations.
- The property has not been rented out.
- Deployment does not constitute a default.

On, and only on, each anniversary date of the execution of the mortgage, the value of one year's payment will be deducted (if applicable) from the balance owed when all of these conditions are satisfied.

7. The deferred mortgage lien is recorded prior to commencement of the construction project.

8. Minor housing grants, used for handicap accessibility or retrofit improvements, may be disbursed as a grant.

9. Any post-construction agreements or warranties are between the Homeowner and the Contractor and should only be completed after all the work is completed with under the City's Agreement.
10. Homeowner is required to pay for the cost of the satisfaction of mortgage upon expiration of the lien.

H. TEMPORARY RELOCATION:

The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. In the case of minor repairs, housing rehabilitation, and homebuyer assistance, it is anticipated that temporary relocation is not necessary. Relocation assistance provided by the City to Owners, when determined to be necessary by Program staff, shall be in accordance with the URA.

- 49 CFR Part 24 is the government-wide regulation that implements the URA.
- HUD Handbook 1378 provides HUD policy and guidance on implementing the URA and 49 CFR Part 24 for HUD funded programs and projects.

I. SWEAT EQUITY:

In order to prevent costly delays and interruptions to the Contractor's schedule, an owner (including relatives and/or friends) may not perform work on the Eligible Property during the construction period. Should an Eligible Owner wish to perform some improvements to the Property which is outside the scope of the work write-up, those improvements must be performed prior to the Contractor solicitation, or after the job has been completed and final

payment has been made.

In addition, the homeowner may not change the scope of services with a Contractor by offering to complete a certain task(s) in exchange for other work to be done. If this occurs, it will constitute a violation of the Construction Contract and could result in the Contract being terminated. In addition, any monies expended would then become the responsibility of the Contractor and/or homeowner.

J. PAYMENT PROCEDURE:

1. Funds are secured by a Purchase Order prior to the start of construction, as stipulated in the agreement. Funds are disbursed in accordance with the disbursement schedule, (upon written request of the Contractor, and authorization of the Owner, Housing Program Manager and Deputy Director of Community Services Department).

2. Change orders shall be approved by the City and the property owner. The Change Order shall be added or deducted from the purchase order and all documents will be amended accordingly.

3. Upon receipt of an invoice from the Contractor, both the owner, Housing Program Manager, and the City of Cocoa Building Inspector shall inspect work for quality and completion.

4. Payment will be issued to the Contractor within 30 days for such amount as the City determines to be properly due. If payment is withheld, the City will state in writing, within 5 days, cause for withholding a payment. The City reserves the right to withhold payment for defective work and/or pay subcontractors directly.

5. The City on the basis of reasonable and verifiable evidence, may withhold from any payment, such amounts as may be necessary for protection of the Owner against loss caused by:
   a) Defective work not remedied;
   b) Third party claims filed;
   c) Failure of the Contractor to make payments to Subcontractors;
   d) Failure to pay for material, equipment or labor; and/or
   e) Failure to perform the work in accordance with the Agreement documents or to provide a construction schedule as required by the Agreement.

6. Contractors contracted for rehabilitation/replacement work in which the City's funding commitment exceeds $15,000 will have ten percent (10%) of their progress payment requests subject to retainage. The retainage will not be released until all work is completed, all necessary paperwork is received and the City closes out the project. If there is a dispute over quality or completion of work, the retainage shall be held until resolution occurs.

7. Final payment shall not made until the Contractor provides Release(s) of Liens, copies of permits to the Department, all inspections are completed, and copies of the Project Warranty and the Close-out form are submitted.

8. Any incidence of inadequate performance by a Contractor will be documented in accordance with City policy and procedure. Contractors may be suspended or debarred from further participation in the City's Housing Programs.

K. CLOSE-OUT PROCEDURE:

Assistance is completed upon final acceptance by the Owner of completed work and Program authorization for final payment.

L. ASSISTING PREVIOUSLY ASSISTED UNITS & MAXIMUM ASSISTANCE LIMIT:

Households which have previously been assisted through the City's housing programs shall be limited to receiving one additional instance of minor repairs. These repairs shall be limited to health/safety repairs whose cost shall be no more than $20,000 if the household has no need for handicap accessibilities. If client is elderly or has need of handicap accessibilities, assistance will be up to $49,000 for handicap accessibilities to include (but not limited to) ramps, grab bars, and walk-in showers.

Households which have previously been assisted with HOME funds may be assisted during the first year of project completion. After the first year, no additional HOME funds will be provided to a HOME-assisted project during the relevant period of affordability.

M. SUBORDINATION OF CITY LIENS:

1. An Owner requesting a subordination of the City's lien must make this request in writing, indicating the reason for the request.

2. Only subordination requests which increase the affordability of the housing unit, or assist a household with medical expenses, not associated with consumer debt, shall be considered.

3. As indicated in Resolution 97-18, The City Manager or Designee must authorize any subordination requested. Staff will identify for the City Manager or Designee, the current status of the City's equity position and the equity position if the subordination request is approved.

4. The Owner may be charged any recording fees necessary for the subordination.

N. DEATH OR RELOCATION OF ELIGIBLE PROPERTY OWNERS:

Upon the death or relocation of the Eligible Property Owner during the mortgage period, the mortgage balance shall become due in full. The City of Cocoa will require repayment of the mortgage balance at the time of refinancing of the property. If no refinancing of the property occurs at the time of death or relocation of the Owner, the mortgage balance shall cease to depreciate and will be frozen at the balance in place at the date of death or relocation. The lien will continue against the property until repayment is made or the lien period is concluded. At any time during the lien period, the Owner, or heir shall have the right to repay the current balance without penalty.

In cases wherein death or relocation of the Eligible Property Owner has occurred, the City will notify the owner or surviving heir(s) of the following options:

OPTION I. Housing Unit Remains an Affordable Housing Unit:

The City will allow the property to continue to be used as is if both of the following conditions are met:

- The individual(s) who inherits the home wishes to reside in the home as their primary (Homestead Exemption) residence; and

- The individual(s) are willing to meet all program requirements, including but not limited to, certification of their income/assets and assuming responsibility for the City's lien.

Option I satisfies the City's goal of promoting decent and safe affordable housing units while eliminating slum and blight. However, if the heir is unable or unwilling to meet the requirements of Option I, the City will pursue Option II.

Option I. is not offered to owner or surviving heir(s) of a replacement home. Owners or surviving heir(s) of a replacement will be notified of Option II and Option III.

OPTION II. Satisfaction of the City's Lien:
The City will request that the heir satisfy the remaining balance of the lien. This will be accomplished through either of the following:

- The individual(s) who inherits the property pays the balance due; or

- The individual(s) who inherits the home obtains a new lien against the property in their name satisfying the City's lien; or

- The individual(s) who inherits the property sells the home, thereby satisfying the City's lien. The remaining proceeds from the sale of the home once the City's lien is satisfied would belong to the heir(s).

Option II is still in line with the City's goal of promoting decent and safe affordable housing units while eliminating slum and blight because the recaptured funds are then used to help other projects. However, if the heir is unable or unwilling to pursue either of the strategies in Option II, the City will pursue Option III.

OPTION III. Declare the Notes in Default & Bring Foreclosure Action:
If Option I or II cannot be satisfied, the City will declare the notes in default and bring foreclosure action on the property. Option III is still in line with the City's goal of promoting decent and safe affordable housing because the home will then be used to provide housing to another qualified applicant.

O. APPEALS:

Any Applicant or client wishing to make a complaint or appeal a decision made by the Program shall be given a copy of the City Approved Appeal Procedure.

P. FOLLOW-UP:

Periodic follow-up contacts with the property owner(s) at 30 day, 60 day and 12 month intervals are scheduled by the Program Staff to ensure compliance with program guidelines and ascertain additional counseling needs. In addition, on an annual basis City staff will request updated copies of the homeowner's insurance, taxes and mortgage (if applicable) statements to ensure that the are current.

IV. PURCHASE ASSISTANCE PROGRAM POLICY

I. PURPOSE

The purpose of this document is to establish the policies of the City of Cocoa's Purchase Assistance Program (PAP) so as to promote fairness and equitable treatment of applicants and recipients of program assistance. The scope of the program is to provide purchase, closing costs, and rehabilitation assistance to very low-, low- and moderate-income buyers purchasing housing units in the City limits of Cocoa. Policies are written in accordance with the enabling legislation and implementing regulations of the State Housing Initiatives Partnership Program (SHIP), administered by the Florida Housing Finance Corporation (FHFC) and the HOME Investment Partnership Program (HOME), a housing grant of the U.S. Department of Housing and Urban Development (HUD).

II. PROGRAM GOALS

In accordance with the needs identified, the priorities established, and the objectives and strategies outlined in the City's Consolidated Plan, annual Action Plan, SHIP Local Housing Assistance Plan, and the Housing Element of the City's Comprehensive Plan, and in accordance with the 2013 HOME Final Rule, the goals of the Purchase Assistance Program are:

- *the provision of affordable housing to low income households; and*
- *the preservation of existing housing stock.*

III. REFERENCES

- Section 420.907 et. seq. Florida Statutes, *State Housing Initiatives Partnership Act.*
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et. seq., *State Housing Initiatives Partnership Program.*
- 24 CFR Part 92, 2013 HOME Final Rule, *US Department of Housing and Urban Development*.

IV. DEFINITIONS

Affordable means that monthly mortgage payments including taxes and insurance do not exceed 30% of that amount which represents the percentage of the median annual gross income for the household's income group (e.g. very low- or low-income group). It is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark.

Applicant means a person or household who submits a signed and completed Purchase Assistance Program application for assistance.

CDBG means Community Development Block Grant.
Department means the Housing and Community Services Department of the City of Cocoa.

FHFC means the Florida Housing Finance Corporation.

General Property Improvements mean those improvements which are not corrections of health and safety violations, but which place the unit in a readily maintainable condition and conform it to other standard units in the local housing market.

HOME means HOME Investment Partnership Program.

Homeownership defined in §92.2 and is revised to clarify that, contract for deed, installment contracts and land sales contracts are specifically excluded.

Low income means that the household income is 51% to 80% of the median income adjusted for family

size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Melbourne-Titusville-Palm Bay (Brevard) MSA means the Metropolitan Statistical Area used for demographic data purposes.

Moderate income means that the household income is 81% to 120% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Principal Residence means the household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption.

Rehabilitation means repairs or improvements that are needed for safe or sanitary habitation, correction of substantial code-violations, or the creation of additional living space in accordance with the Florida Building Code.

SHIP means the State Housing Initiatives Partnership Program.

Very low income means that the household income is below or equal to 50% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

V. ELIGIBILITY

1. Household Eligibility
   a. The applicant's household income may not exceed 120% and 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA as determined annually by HUD when using SHIP and HOME or CDBG funds respectively.
   b. Households with more than $4,000 in liquid assets within a savings or checking account must use the difference towards the purchase of the home.
   c. The applicant and/or co applicant must have received City-approved homebuyer education and one-on-one housing counseling.
   d. The applicant must be able to obtain to obtain a 30 year first mortgage through a non-predatory lending institution.
   e. The applicant must be able to provide proof of responsible lending and sustainable (e.g., no predatory loans) in accordance with §92.254(f).

2. Unit Eligibility
   a. The unit must be located in the city limits of Cocoa.

   b. The purchase price of the unit may not exceed 90% and 95% of the median area purchase price for existing homes or new construction in the Melbourne-Titusville-Palm Bay (Brevard) MSA as established by the United States Department of Treasury when using SHIP or HOME funds respectively.
   c. The assistance may not be used to purchase a mobile or modular home.
   d. Existing units may have a swimming pool or similar amenity.
   e. Reasonable closing fees may be charged. However, all fees shall be reviewed by the Housing Program Manager and approved.

   i. Eligible forms of homeownership when using HOME funds:

- Fee simple title in a 1- to 4- unit dwelling or condominium unit or at least a 99-year leasehold interest, except:
  - Housing located in insular areas must have a ground lease for at least 40 years

- Housing located on an Indian trust or restricted Indian land, for at least 50 years
- Housing located on land owned by a community land trust, for at least 50 years
- Manufactured housing on a ground lease that is at least equal to the applicable affordability period §92.251(e).

3. Levels of Assistance

The actual assistance will be the *minimum* amount needed to get the applicant into an affordable unit.

a. The maximum assistance for households with incomes at or below 50% of the median is $40,000.
b. The maximum assistance for households with incomes at 51% - 80% of median is $35,000.
c. The maximum assistance for households with incomes at 80% - 120% of median is $30,000.
d. When used to purchase an existing home requiring rehabilitation, $5,000 is available for any combination of down payment, closing costs and rehabilitation. Rehabilitation shall be completed in accordance with Florida Building Code. Any rehab completed shall have a minimum useful life of at least five (5) years for major systems. Work write-ups and written cost estimates shall be reviewed and approved by the City. The City shall determine if the costs are reasonable, and plans and specifications are in compliance with the City's written standards.

In order to prevent over subsidization of the homeowner or the excessive closing costs charged by the lender, the City reserves the right to refuse assistance. In such cases, the homebuyer will be asked to renegotiate the loan or to seek another lender.

3. Other Loan Terms

The assistance will be in the form of a deferred payment loan, secured by a zero percent (0%) interest mortgage in favor of the City of Cocoa and forgiven at the end of the term. In addition to the affordability period, the following terms will apply to each loan:

1. Death of the mortgagor: The passing of title due to the death of the mortgagor to other than a spouse or co-mortgagor holding an interest in the property as a co-tenant is deemed a conveyance.
2. Leasing: Leasing the premises for any period of time is deemed a conveyance.
3. Continued Occupancy: The mortgagor must reside in the assisted property as his/her principal residence for the life of the loan. If for any reason, other than a hospital or nursing home stay, the mortgagor vacates the premises for more than a period of 120 days in any one calendar year, such vacation shall constitute default.
4. Interest: There is zero interest on the loan except in the case of default, at which time the remaining balance shall accrue interest at five percent (5%) per annum.
5. Maintenance: The mortgagor must keep the property maintained and in good repair according to the Florida Building Code and all applicable codes of the City of Cocoa.
6. The homeowner will be required to pay for the cost of the satisfaction of mortgage upon expiration of the lien term.

4. Subordination of Liens

Subordination of liens will be considered for the following reasons only:

- Only subordination request which increase the affordability of the housing unit, decreases the term of the loan, provides a lower interest rate or not associated with consumer debt.

- Each request shall be reviewed on a case by case basis. The Housing and Neighborhood Services Manager has the right to deny or agree to subordination.

5. Affirmative Marketing

It shall be the policy of the City of Cocoa to affirmatively market the Purchase Assistance Program in such a way as to promote fair housing in accordance with the applicable marketing requirements of the SHIP Program regulations and the HOME rules. The City adheres to the Brevard County Affirmative Marketing Policy.

6. Selection Criteria

All assistance is subject to the availability of funds. Assistance will be on a first come, first ready basis.

Applicants cannot have owned a home within 30 days of closing and any net proceeds from the sale of a previous home should be applied to the purchase of the new home prior to receiving down payment assistance.

Applicants that have previously received state or federal down payment assistance are not eligible for assistance for six (6) months.

7. Owner Contribution

The applicant must make a minimum cash contribution towards the purchase of the home.

- Households with incomes at or below 50% of the median must contribute a minimum $500.
- Households with incomes at 51-80% of median must contribute a minimum of $750.
- Households with incomes at 81-120% of median must contribute a minimum of $1,000.
- Households with more than $4,000 in liquid assets in a savings or checking account must apply those additional assets beyond the $4,000 towards the purchase of their home.

8. Notification of Award

An award letter, also called a letter of commitment, will be issued within 30 days after the income has been certified. The award letter will be good up-to six months. Clients may be subject to a re-certification if more than 120 days have lapsed and the client has not received assistance. This will be determined on a case by case basis.

8. Purchase Assistance Program

In the event that the City shall desire to have a sub-recipient/non-profit administer the Purchase Assistance Program, the selection process shall be done according to the City's Financial Operations Manual as it relates to procurement. The sub-recipient/non-profit will administer the program based on the City of Cocoa's Housing Policies and Procedures.

10. Housing Counseling/Homebuyer Education

The Housing Counseling/Homebuyer Education Program shall at all times be administered as follows:

a) DESCRIPTION OF WORK TO BE PERFORMED

The Housing Counseling/Homebuyer Education Program shall be implemented as a turnkey operation. The agency administering the program shall market the program, schedule and make all arrangements (sites, speakers, materials, etc.) for homebuyer education classes, and provide housing counseling on an individual basis to each homebuyer. The agency must also provide proof of

attendance by homebuyers.

A. LEVELS OF ACCOMPLISHMENT

Activity #1 Housing Counseling to individual homebuyers.

Performance standards by which success will be measured include, but are not limited to, the following:

(a) Keeping of accurate time sheet records of housing counseling staff, demonstrating actual time spent on housing counseling activities;
(b) Housing counseling must be carried out by a certified housing counselor (as defined by the National Federation of Housing Counselors, or its equivalent);
(c) File evidence of housing counseling notes.
(d) Housing counseling shall be provided in accordance with §92.254(a)(3) when using HOME funds.

Activity #2 Homebuyer Education Classes

Performance standards by which success will be measured include, but are not limited to, the following:

(a) Classes must follow, at a minimum, the Fannie Mae recommended homebuyer education course outline.
(b) Classes must include a Fair Housing Law education component.
(c) File evidence of classes, including, but not limited to copies of agendas, sign-in sheets, and class evaluations by participants.

11. SUSTAINABLE HOMEOWNERSHIP UNDERWRITING

The City shall have written underwriting standards that evaluate the homebuyer in accordance with §92.254(f) regarding:

- Housing debt and overall debt
- Monthly expenses of the family
- Assets available to acquire housing
- Financial resources available to sustain housing

12. SPECIFIC HOME REQUIREMENTS

- HOME statute requires initial purchase price/after rehab value not to exceed 95% of area median purchase price in accordance with §92.254(s)(2)(iii).
- City sponsored homebuyer units which remain unsold after six (6) months after construction shall be converted to rental units, for the rental affordability period, or HOME funds must be repaid. A ratified sales contract is sufficient to demonstrate a sale. Units can become lease-purchase only if: the City has an established lease-purchase program, and an Agreement with the homebuyer is executed before the deadline.
- In accordance with §92.254(f) the City shall ensure that loan terms of any loans to which HOME funds are subordinated are reasonable and sustainable.
- If a non-governmental lender is providing both first mortgage financing and HOME assistance (as a subrecipient or contractor), the City shall verify income eligibility and inspect housing for compliance with applicable property standards.
- For HOME funds, lenders cannot charge fees.
- The City shall follow the resale and recapture requirements of §92.254(a)(5) within the Brevard County HOME Consortium Consolidated Plan and annual Action Plans. The resale provisions clearly define "fair return" and "reasonable range of low-income homebuyers."

- In accordance with §92.251(c) the City shall determine assisted housing is decent, safe, sanitary and in good repair. All assisted housing shall meet the Florida Building Code and shall not contain deficiencies proscribed by HUD based on inspectable items and areas pursuant to 24 CFR 5.702 (UPCS Checklist).
- The City shall inspect housing and document compliance no earlier than 90 days before commitment of HOME funds.
- The City shall rehab housing that fails to meet these property standards or HOME funds cannot be used to acquire it, in accordance with §92.251(c).
- A contract for deed (also known as an installment contract or land sales contract) is *not* an eligible form of homeownership.

13. Complaints and Appeals

Any complaint or appeal shall be submitted by the applicant in written form within 5 business days from notification of funding recommendation for disposition by the Housing Program Manager who shall respond in writing within 5 days of receipt of same, where practicable.

The Housing Program Manager's reply shall indicate the avenue of appeal which shall be to the Deputy Community Services Director. The Deputy Community Services Director will make the final determination unless the determination warrants a legal opinion, in which case, the final determination will be made by the City Attorney.

Agency Name: COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC.
Phone: 386-255-6573
Toll Free:
Fax:
Email: fc@clsmf.org
Address: 128 Orange Ave
Daytona Beach, Florida 32114-4310
Counseling Services:
- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Financial, Budgeting, and Credit Workshops
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Resolving/Preventing Mortgage Delinquency Workshops

Languages:
- English
- Spanish

Affiliation: WEST TENNESSEE LEGAL SERVICES, INCORPORATED
Website: http://www.clsmf.org
Agency ID: 83934

Agency Name: MID-FLORIDA HOUSING PARTNERSHIP, INC.
Phone: 386-274-4441-304
Toll Free: 866-644-6125
Fax: 386-274-1415
Email: lgregg_mfhp@bellsouth.net
Address: 1834 Mason Ave
Daytona Beach, Florida 32117-5101
Counseling Services:
- Fair Housing Pre-Purchase Education Workshops
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Languages:
- English
- Spanish

Affiliation:
Website: http://www.mfhp.org
Agency ID: 81466

Agency Name: COMMUNITY HOUSING INITIATIVE, INC
Phone: 321-253-0053
Toll Free:
Fax: 321-253-1575
Email: Nicole@CHIBrevard.org
Address: 3033 College Wood Dr
Melbourne, Florida 32934-8324
Counseling Services:
- Home Improvement and Rehabilitation Counseling
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling

Languages:
- English
- Spanish

Affiliation:
Website: http://CHIBrevard.org
Agency ID: 81271

Agency Name: CENTRAL FLORIDA URBAN LEAGUE, INC.
Phone: 407-841-7654
Toll Free:

Fax:
Email: N/A
Address: 2804 Belco Dr
Orlando, Florida 32808-3557
Counseling Services: - Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
Languages: - English
- Spanish
Affiliation:
Website: http://www.cful.org
Agency ID: 80364

Agency Name: HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC.
Phone: 407-447-5686
Toll Free:
Fax: 407-447-5692
Email: info@cflhands.org
Address: 1707 Orlando Central Pkwy
Suite 350
Orlando, Florida 32809-5759
Counseling Services: - Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Financial, Budgeting, and Credit Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Resolving/Preventing Mortgage Delinquency Workshops
- Reverse Mortgage Counseling
Languages: - English
- Spanish
Affiliation: HOMEFREE - U S A
Website: https://www.cflhands.org
Agency ID: 80757

CITY OF COCOA

PROPOSAL SUBMISSION SHEET

DUE DATE: Thursday, January 17, 2019

BID NUMBER: P-19-10-COC PURCHASE ASSISTANCE PROGRAM

VENDOR	one (1) Original, four (2) copies	Title Page SIGNED	Checklist	Att. 1; Overall Budget or Audit	Att. 2; Program, Counseling, & Workshop Budget	Att. 3; Narrative	Att. 4; Timeline	Att. 5; Acknowledgement	Att. 6; Public Entity Crimes	Tab 7; Certification & Acknowledgement	Att. 8; Certification Regarding Debarment & Suspension; Drug Free Workplace	Tab 9; Certifications	
Community Housing Initiative, Inc PO Box 410522 Melbourne, FL 32941	X	X	X	X	X	X	X	X	X	X	X	X	

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of March, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-067

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/05/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 64,367)	104-0000-389.99-10		CASH CARRY FORWARD	$ 470,000	$ 374,645	$ 310,278	$ 310,278
$ 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
($ 64,367)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 64,367	104-0000-331.54-00		ECONOMIC ENVIRONMENT	$ 71,828	$ 71,828	$ 136,195	$ 136,195
$ 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
$ 64,367	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Home Investment Partnership (HOME) Program Agreement with Community Housing Initiatives awarded funds to the City's Purchase Assistance Program. This transfer is placing the budget in the correct account for the program. Agenda 19-080

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 03/13/19 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.

3/5/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.03.05 09:41:02 -05'00'	3/5/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.03.05 11:10:56 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
3/5/19 Nancy Bunt Digitally signed by Nancy Bunt Date: 2019.03.05 10:44:53 -05'00'	3/5/19 Lora Howell Digitally signed by Lora Howell Date: 2019.03.05 11:37:30 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	19-88	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	2/27/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Approve a Budget Resolution Amending the Fiscal Year 2019 budget through the use of General Fund Balance Reserves, to cover general and auto insurance liability deductible charges. (City Manager)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	FMIT 1st Quarter Deductible Invoice BAF 19-063 -AS-Auto and General Liability Deductibles (3-13-19)~ Agenda 19-088.pdf NEW Budget Resolution FY 2019.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2019
Agenda Date: March 13, 2019
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve a Budget Resolution Amending the Fiscal Year 2019 budget through the use of General Fund Balance Reserves, to cover general and auto insurance liability deductible charges.

BACKGROUND:

This amendment is needed to cover payments for general and auto liability deductibles in the General Operations Division for the City's FMIT policy. The FY2019 budget for general/auto insurance liability deductibles is $125,000 in account 001-1600-513.49-00 Other Charges & Obligations. However earlier this year the FMIT deductible for FY2018 in the amount of $106,126.88 was paid against the FY2019 budget leaving a remaining balance. This was due to the City receiving the invoice for insurance after the cutoff date for FY2018 expenditures. Since the FY2018 budgeted expenditure was expensed in FY2019, the FY2018 budgeted funds remain within Fund Balance Reserves.

The City is invoiced for the auto and liability deductibles on a quarterly basis, with the first quarter ending December 31, 2018, in the amount of $40,699.05. The budgetary impact expected for future quarterly invoices can only be estimated because it is based on any claims paid during the preceding quarter. City staff anticipates the estimated additional funds needed for the remainder of FY2019 to be $130,000. The attached Budget Amendment Form is moving funds from General Fund Balance Reserves into Other Charges and Obligations.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Budget Amendment Form # 19-063

Amount Requested	$130,000
Account Number	001-1600-513.49-00
Account Name	Other Charges & Oblig.
Source of Funds:	$130,000 001-0000-389.99-50 Fund Balance Reserves

PREVIOUS ACTION:

On September 13, 2018, City Council adopted the Fiscal Year 2019 budget.

RECOMMENDED MOTION:

Approve a Budget Resolution Amending the Fiscal Year 2019 budget through the use of General Fund Balance Reserves, to cover general and auto insurance liability deductible charges.

125 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • (407) 425-9142 • Fax (407) 425-9378 • www.floridaleagueofcities.com

INVOICE

To: Deane Mills
City of Cocoa
FMIT# 0105
65 Stone Street
Cocoa, FL 32922

From: Valerie Morrison
Florida Municipal Insurance Trust
Liability Claims Department
P.O. Box 538135
Orlando, FL 32853-8135

Date: 2/12/2019

RE: Deductible Invoice

Below listed are amounts due on your Liability Deductible as of 12/31/2018

Past Due Amount		**$0.00**
Auto Liability Deductible - $25000	Fund Year 10/01/2018 - 10/01/2019	$1,699.05
General Liability Deductible - $25000	Fund Year 10/01/2015 - 10/01/2016	$5,000.00
	Fund Year 10/01/2016 - 10/01/2017	$34,000.00
Total Amount Due		**$40,699.05**

Payment Due by: **3/14/2019**

Please make check payable to:
Florida Municipal Insurance Trust
P.O. BOX 538135
Orlando, FL 32853-8135

Please issue a separate check from your Workers' Compensation Deductible

President **Gil Ziffer**, Commissioner, Tallahassee
First Vice President **Leo E. Longworth**, Vice Mayor, Bartow • Second Vice President **Isaac Salver**, Councilman, Bay Harbor Islands
Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

City of Cocoa Budget Adjustment Form FY 2019 - 19-063

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1801 | DATE PREPARED: 02/27/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 130,000	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 8,321,414	$ 8,924,069	$ 9,054,069	$ 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
$ 130,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 130,000	001-1600-513.49-00		OTHER CHARGES & OBLIG.	$ 134,100	$ 134,100	$ 264,100	$ 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
$ 130,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is needed to cover FY19 FMIT deductible payments for the remaining year. The final FY18 deductible invoice was paid using FY19 funds due to receiving November 7th, which was after the October 31, 2018 cutoff for FY18 payment processing. This is needed to support agenda #19-88. The estimated budget needed for the remaining of the year is $130,000. Agenda 19-088

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/13/19 *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.

2/27/19	Tammy Gemmati	3/1/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.03.01 13:30:47 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/27/19	Tammy Gemmati	3/1/19	Lora Howell Digitally signed by Lora Howell Date: 2019.03.01 15:04:33 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of March, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-103	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	3/5/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Council approval to apply for a grant through the Florida Bureau of Emergency Medical Oversight, for acquisition of EMS reporting hardware and software. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	State EMS Grant FY 19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2019
Agenda Date: March 13, 2019
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Council approval to apply for a grant through the Florida Bureau of Emergency Medical Oversight, for acquisition of EMS reporting hardware and software.

BACKGROUND:

The Fire Department is required to collect, analyze, and submit EMS related data to the State of Florida EMSTARS Program. Our current EMS Reporting software is antiquated and requires a lot of staff time to collect and analyze data. If awarded the grant would also enhance our ability to collect EMS related information in the field through the purchase of five tablets, EMS incident reporting software and data storage. There is no required match. There is an annual reoccurring cost of $13,865.00 for software support, maintenance and data storage.

The deadline to apply for this grant was March 8, 2019, which was submitted contingent on City Council ratifying the application at this meeting.

STRATEGIC PLAN CONNECTION:

Public Safety - Effective emergency dispatch and response directly affects the timely delivery of emergency services to our citizens.

BUDGETARY IMPACT:

Budgeted No

If the grant is awarded ($36,650), the department will return to City Council to amend the budget accepting the revenues at that time. Grant award date is expected sometime before June 2019.

Source of Funds: 1) Grant Source: The Bureau of Emergency Medical Oversight.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Council approval to apply for a grant through the Florida Bureau of Emergency Medical Oversight, for acquisition of EMS reporting hardware and software.

Grant/Applicant Information

Introduction

The Department of Health, Bureau of Emergency Medical Oversight, has received supplemental funds from the Opioid Overdose Crisis Cooperative Agreement in support of the improvement and/or expansion of Florida's emergency medical services field data collection efforts. The remainder of this document contains the program and grant application guidance to request funding through this source.

Purpose

The purpose of this program is to provide funding to Florida licensed Emergency Medical Service (EMS) Providers to enable these agencies to participate and submit the most current NEMSIS data standard V3.4 to the state repository. Funding will be made available for the acquisition of hardware/software/installation and implementation services for establishing and/or enhancing an electronic EMS data collection system to enable submission of EMS incident related data in compliance with the Florida Data Dictionary **V3.4** (and consistent with the National EMS Information System V3.4 (NEMSIS V3.4) standard) to the Bureau of Emergency Medical Oversight Pre-Hospital System (EMSTARS-CDX).

Allowable Acquisitions

The software, hardware, communication components and installation/implementation services that would be acquired by local EMS provider agencies can vary depending on an agency's implementation plan.

- Most hardware consists of notebooks or tablets, desktop PC's, printers/scanners, file / application servers, and communication components.
- All software acquired for ePCR must be certified NEMSIS V3.4 compliant and must be Florida verified as compliant with the state system.

Disallowed Acquisitions

This grant funding does not cover the following:

- Extended warranties costs
- Maintenance costs

Application Requirements

Any licensed EMS Provider in the State of Florida, who is establishing and/or enhancing an electronic EMS data collection system to enable consistent submission of EMS incident related data to the Bureau of Emergency Medical Services Pre-Hospital System (EMSTARS) to be consistent with the **Florida Data Dictionary V3.4** and in compliance with the National EMS Information System (NEMSIS) V3.4 is eligible to apply for this grant

All applicants who are **not currently and consistently submitting** EMSTARS data to the Bureau of Emergency Medical Oversight Data Unit **must** complete Item 12 Work Activities and Timeframes inside the application This workplan must include details of the steps and

milestones to complete for submission of data to EMSTARS. Failure to include complete the detail work activities in a disqualification for grant funds Details for development of the required Action Plan can be obtained from the EMSTARS Project Team. Please contact Brenda Clotfelter @ Brenda.Clotfelter@flhealth.gov

This is a cost reimbursement grant program. There is no matching requirement. All successful applicants will be advised of the amount of funds they will be eligible to receive and the ending date for expenditure of the funds. This program requires all successful applicants to purchase and provide proof of payment for **approved budget items resulting from this grant** to all vendors prior to the funds being reimbursed by the bureau. Only approved budgeted items are considered for reimbursement. Any changes to the original approved budgeted items **must be pre-approved** by the Bureau to be considered for reimbursement. Upon expenditure of any or all approved funds *or* by August 31, 2019, the applicant must submit a cost reimbursement request (invoice) to the Bureau of Emergency Medical Services by August 31, 2019 deadline to secure a full reimbursement. The payment request must include a copy of all purchase orders, all receiving reports, all invoices, a Non-expendable Property Accountability Record" on Operating Capital Outlay (OCO) purchases over $5000 and documentation of payment to the vendor for the amount of funds being requested In addition, you must provide a written report by August 31, 2019 detailing the actions taken to expend the funds and the progress in implementing or improving an electronic data collection system.

By signing the applicant agreement and certification, an applicant is certifying that they meet all requirements and other guidelines in this manual.

The Grant application signer identified in item 2 of the grant application must sign item 15 titled "Applicant Agreement and Certification".

Request for Grant Fund Distribution Page: this page is the last page herein and you must complete the top part of the form. State officials will complete the bottom part, as indicated on the form. The address on this form must be an exact address in the state MyFloridaMarketplace (MFMP) system. A mailing address you place on this form is not usable by state finance if it is not in the MFMP system.

Ask a staff member of your organization who does cash transactions with the state for the organization name to use on the Distribution Form, the address, and 9-digit federal Tax ID plus its 3-digit sequence code. Otherwise, no funds can be sent to you until this situation is resolved. The organization's federal tax id must also be registered in SAM with a valid DUNS number prior to receiving federal funds. For registration, please visit https://www.sam.gov/SAM/

If needed, you can contact MFMP customer service at 1-866-352-3776 Monday to Friday, 8 a.m. to 6 p.m., or by email. MyFloridaMarketPlace@dms.myflorida.com

Number of pages. Each application must be no more than 15 one sided pages, including the form and all content. Reviewers may not to read anything over 15 one sided pages. However, you may submit a one page cover letter and letters of recommendation, and these do not count against the 15 pages.

Fastening. If you send a paper application, do not use a booklet cover, just staple in the upper left corner.

EMS AGENCY SUBGRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Health Information and Policy Analysis Section

Complete all items unless instructed differently within the application

ID. Code (The State Bureau of EMS will assign the ID Code – (leave this blank)

1. Organization Name: City of Cocoa (Fire Department)	
2. Grant Signer: (The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application)	
Name: Mr. John A. Titkanich, Jr. AICP	
Position Title: City Manager	
Address: 65 Stone Street	
City: Cocoa	County: Brevard
State: Florida	Zip Code: 32922
Telephone: 321-433-8660	Fax Number:
E-Mail Address: jtitkanich@cocoafl.org	

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same.)	
Name: Brad Hall	
Position Title: District Fire Chief of EMS	
Address: 1740 Dixon Blvd	
City: Cocoa	County: Brevard
State: Florida	Zip Code: 32922
Telephone: 321-639-7610	Fax Number:
E-Mail Address: bhall@cocoafl.org	

4. Legal Status of Applicant Organization (Check only one response):
   (1) ☐ Private Not for Profit [Attach documentation-501 (3) ©]
   (2) ☐ Private for Profit
   (3) ☒ City/Municipality/Town/Village
   (4) ☐ County
   (5) ☐ State
   (6) ☐ Other (specify): _____

5. (1) Federal Tax ID Number (Nine Digit Number). VF 59-6000292
   (2) SAM.Gov DUNS Number (Nine Digit Number): DUNS - 079195608

6. EMS License Number: 518 Type: ☐Transport ☒Non-transport ☐Both

7. Number of permitted vehicles by type: _____ BLS; _____ ALS Transport; 6 ALS non-transport.

8. Type of Service (check one): ☐ Rescue; ☒ Fire; ☐ Third Service (County or City Government, nonfire), ☐ Air ambulance; ☐ Fixed wing; ☐ Rotowing; ☐ Both; ☐Other (specify) _____.

9. Yearly Call Volume 4,000

10. EMSTARS V3.4 committed target date: 9/1/2019

11. Justification Summary:

The City of Cocoa Fire Department is currently using the Tyler CAD system with standard EMS reporting software (New World). The current software does not meet EMSTAR or NEMSIS and is not on the approved list from the Department of Health.

The City has tried to correct several issues with the current software that would allow for filing an aggregate report. However, staff has been unsuccessful at correcting the issues. Currently staff tracks the basic aggregate information by manual count. These sheets are collected at the end of each shift, and the numbers are reconciled by District Chief Hall for the State Aggregate Report.

The City of Cocoa Fire Department would like to use the requested funds to purchase ESO Software, which would allow for the department to meet EMSTAR V 3.4. Additionally, Brevard County Fire Rescue (the transport agency utilized by the City) utilizes the same software, allowing for a seamless transfer of patient care and data via wireless methods while on scene at the emergency response. The ESO software will also enable automatic uploading the appropriate EMSTAR V 3.4 data to the state.

Currently, the City is employing notebook computers at the scenes of emergency responses. The laptops are nearing the end of their useful life, and may not be capable of effectively running the ESO software the City wants to implement.

To this end, the City also requests funds to purchase six Toughbook (or equivalent) computer tablets that would allow for accurately obtaining patient information and providing more effective care. These new tablets would also enable wireless data transfers to Brevard County Fire rescue staff, as well as wirelessly uploading ECG strips from our LP 15's.

12. Work activities and time frames: Indicate the major activities for completing the project (use only the space provided). Be reasonable, most projects cannot be completed in less than six months and if it is a communications project, it will take about a year.

Work Activity	*Number of Months After Grant Starts* Begin	End
Obtain Quotes for EPCR Software	1/20/2019	2/1/2019
Obtain Quotes for Tablet Computers	2/27/2019	2/28/2019
Purchase Software	4/1/2019	4/30/2019
Purchase Tablet Computers	5/1/2019	5/31/2019
Install Software / Hardware	6/1/2019	6/15/2019
Train staff on use of new software / hardware	6/15/2019	7/01/2019
Fully EMSTAR V3.4 Compliant	9/01/2019	

13. County Governments: If this application is being submitted by a county agency, describe in the space below why this request cannot be paid for out of funds awarded under the state EMS county grant program. Include in the explanation why any unspent county grant funds, which are now in your county accounts, cannot be allocated in whole or part for the costs herein.

14. Budget:

Salaries and Benefits: For each position title, provide the amount of salary per hour, FICA per hour, fringe benefits, and the total number of hours.	**Costs**	**Justification:** Provide a brief justification why each of the positions and the numbers of hours are necessary for this project.
N/A	N/A	N/A

TOTAL:	**$ 0.00**	Right click on 0.00 then left click on "Update Field" to calculate Total

Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature, excluding expenditures classified as operating capital outlay (see next category).	**Costs:** List the price and source(s) of the price identified.	**Justification:** Justify why each of the expense items and quantities are necessary to this project.
N/A	N/A	N/A
TOTAL:	$ 0.00	Right click on 0.00 then left click on "Update Field" to calculate Total

Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature, and the normal expected life of which is 1 year or more.	**Costs:** List the price of the item and the source(s) used to identify the price.	**Justification:** State why each of the items and quantities listed is a necessary component of this project.
EPCR Software	$18,350	EMSTAR V 3.4 Software
Toughbook Tablets	$18,300	6 Tablets for Front line Vehicles
TOTAL:	$36,650.00	Right click on 0.00 then left click on "Update Field" to calculate Total

15. Certification:

My signature below certifies the following.

I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and on any attachments, are true, correct, complete, and made in good faith.

I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by the Florida Bureau of Emergency Medical Oversight. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening by the Florida Bureau of Emergency Medical Oversight.

I accept that in the best interests of the State, the Florida Bureau of Emergency Medical Oversight reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received and can exercise that right.

I, the undersigned, understand and accept that the Notice of Grant Awards will be advertised in the *Florida Administrative Weekly*, and that 21 days after this advertisement is published I waive any right to challenge or protest the awards pursuant to Chapter 120, F.S.

I certify that the cash match will be expended between the beginning and ending dates of the grant and will be used in strict accordance with the content of the application and approved budget for the activities identified. In addition, the budget shall not exceed, the department, approved funds for those activities identified in the notification letter. No funds count towards satisfying this grant if the funds were also used to satisfy a matching requirement of another state grant. All cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this grant.

Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept the attached grant terms and conditions and acknowledge this by signing below.

Signature of Authorized Grant Signer (Individual Identified in Item 2)	3 / 6 / 19 MM / DD / YY

Acceptance of these terms is contingent on the Cocoa City Council Ratifying the application. The application will be presented to Council on 3/13/2019.

THE TOP PART OF THE FOLLOWING PAGE MUST ALSO BE COMPLETED AND SIGNED.

FLORIDA DEPARTMENT OF HEALTH
HEALTH INFORMATION AND POLICY ANALYSIS SECTION

REQUEST FOR GRANT FUND DISTRIBUTION

DOH Remit Payment To:
The agency name, address, and federal ID number **must** be in the state MyFloridaMarketPlace (MFMP) system. Ask a finance person in your organization who does business with the state to provide these.

Name of Agency: City of Cocoa

Mailing Address: 65 Stone Street
Cocoa, FL 32922

Federal 9-digit Identification number: 59-6000292 3-digit seq. code

Authorized Official: Rebecca Bowman 3/5/19
Signature Date

Rebecca Bowman, Finance Director
Type or Print Name and Title

Sign and return this page with your application to:

Florida Department of Health
Health Information and Policy Analysis Section, Opioids
4052 Bald Cypress Way, Bin A-22
Tallahassee, Florida 32399-1722

Do not write below this line. For use by State Emergency Medical Services Section

Grant Amount for State to Pay: $_____ Grant ID: Code: _____

Approved By: _____ _____
Signature of Unit Supervisor Date

Approved By: _____ _____
Signature of Contract Manager Date

State Fiscal Year: 2018 - 2019

Organization Code	E.O.	OCA	Object Code	Category
64-61-70-30-000	PI	OPCR9	790000	000700

Federal Tax ID: VF _____ Seq. Code: _____

Grant Beginning Date: _____ Grant Ending Date: _____

Healthcare Connected

Quote For: Cocoa Fire Department
Quote Number: Q014512
Pricing Valid Through: 03/30/2019
Proposed by: Scot Metcalf

Contact and Billing Details					
Sold to:	Brad Hall	**Contact:**	Brad Hall	**Address:**	114 First Street
Bill To:	Cocoa Fire Department	**Phone:**	(321) 639-7605		Cocoa, Florida 32922
Email:	bhall@cocoafl.org	**Email:**	bhall@cocoafl.org		United States

Subscription and License Terms					
Term Start Date:	02/28/19	**Payment Method:**	Check	**Customer ID:**	201901-41977
Term End Date:	02/28/20	**Billing Frequency:**	Annual	**Tax Exempt:**	No
Initial Term (Months):	12	**Billing Method:**	Email	**Total Recurring Fees:**	$13,865.00
Renewal Term (Months):	12	**Terms:**	Net 30	**Total One-Time Fees:**	$4,485.00

Product Name	Product Description	Quantity	Total Price/ Discounts
EHR Suite w/ QM & Mobile	Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades. Fee Type: Recurring	3700 /Incidents	$7,790.00
CAD Integration	Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply. Fee Type: Recurring	3700 /Incidents	$1,995.00
Cardiac Monitor	Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Fee Type: Recurring	3700 /Incidents	$ 795.00
EHR Training	Daily Rate Fee Type: One-Time	3 /Day	$2,985.00
EHR Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option. Fee Type: One-Time	1500 /Travel Cost	$1,500.00
Fire Incidents - Career FD - 1st Station	Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades. Fee Type: Recurring	1 /Stations	$1,295.00
Fire Incidents - Career - Additional Stations	Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades. Fee Type: Recurring	2 /Stations	$1,990.00

List Price:	$18,350.00
Discounts:	$0.00
Tax:	$0.00
Total:	$18,350.00

Pricing & Taxes:

1. The Total Price is based on the Quantity and will be re-evaluated annually based on Customer's usage of the software.
2. ESO's fees are exclusive of all taxes, levies or duties imposed by taxing authorities unless otherwise noted. If Customer is tax-exempt, Customer must provide a valid tax exemption certificate to ESO.
3. Additional fees may be applied by Customer's billing or CAD vendor for certain products and should be discussed with those vendor, if applicable.

THANK YOU FOR CONSIDERING ESO SOLUTIONS

QUOTE CONFIRMATION

DEAR MITCHELL LAWYER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JPFF597	2/13/2018	FZ-G1	5938989	$18,300.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughpad FZ-G1 Premium Public Sector Service Package - 10.1" - Co Mfg. Part#: FZ-G1P5-10VM UNSPSC: 43211509 Public Sector Specific - Premium, Win10 Pro, vPro, Intel Core i5-6300U 2.40GHz, 10.1" WUXGA 10-pt Gloved Multi Touch+Digitizer, 256GB SSD, 8GB, Intel WiFi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:GPS), 4G LTE Multi Carrier (EM7355), Webcam, 8MP Cam, 2D Bar LED (EA11), Rotating Hand Strap, Tall Corner Guards, Toughbook Preferred, 3 Year Public Sector Toughpad Service Bundle B Contract: Florida Panasonic NVP Computer Equipment (MNWNC-124 43211500-WSCA-1)	6	4414120	$3,050.00	$18,300.00

PURCHASER BILLING INFO		
Billing Address: CITY OF COCOA CITY OF COCOA 65 STONE ST RM 209 COCOA, FL 32922-7807 **Phone:** (321) 433-8558 **Payment Terms:** Request Terms	**SUBTOTAL**	$18,300.00
	SHIPPING	$0.00
	GRAND TOTAL	**$18,300.00**
DELIVER TO	**Please remit payments to:**	
Shipping Address: CITY OF COCOA 65 STONE ST COCOA, FL 32922-7982 **Shipping Method:** DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

John Vrablik | (877) 466-6333 | johnvra@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service

Centers for Disease Control
and Prevention (CDC)
Atlanta GA 30333

General Terms and Conditions for Non-Research Grant and Cooperative Agreements

Incorporation: The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in the Notice of Funding Opportunity (NOFO), their Notice of Award (NOA), grants policy contained in applicable HHS Grants Policy Statements, 45 CFR Part 75, requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable, as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout these general terms and conditions of award and includes cooperative agreements.

Note: In the event that any requirement in the NOA, the NOFO, the HHS Grants Policy Statement, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

FEDERAL REGULATIONS AND POLICIES

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5

HHS Grants Policy and Regulations – https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

Federal Funding Accountability and Transparency Act (FFATA) https://www.fsrs.gov/

Trafficking In Persons: Awards are subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)). https://www.gpo.gov/fdsys/browse/collectionUScode.action?collectionCode=USCODE&searchPath=Title+22%2FCHAPTER+78&oldPath=Title+22&isCollapsed=true&selectedYearFrom=2000&ycord=3240

CDC Additional Requirements (AR) may apply. The NOFO will detail which specific ARs apply to resulting awards. Links to full texts can be found at: https://www.cdc.gov/grants/additionalrequirements/index.html.

FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: https://www.cdc.gov/grants/additionalrequirements/ar-32.html.

Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note: CDC notes that the cited section for each below provision may change annually.

A. Cap on Salaries (Division H,Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- 503(c). The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at http://www.cdc.gov/grants/additionalrequirements/index.html.

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such

network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Cancel Year. 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted no later than 90 days after the end of the budget period via www.grantsolutions.gov. If more frequent reporting is required, the Notice of Award terms and conditions will explicitly state the reporting requirement.

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, the recipient is required to contact the Grants Management Specialist/Officer (GMS/GMO) identified in the Notice of Award before the due date.

Electronic versions of the form can be downloaded at:
https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1.

Annual Performance Progress and Monitoring Reporting: The Annual Performance Progress and Monitoring Report (PPMR) is due no later than 120 days prior to the end of the budget period and serves as the continuation application for the follow-on budget period. Submission instructions, due date, and format will be included in the guidance from the assigned GMO/GMS via www.grantsolutions.gov.

Any change to the existing information collection noted in the award terms and conditions will be subject to review and approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act.

Data Management Plan: CDC requires recipients for projects that involve the collection or generation of data with federal funds to develop, submit and comply with a Data Management Plan (DMP) for each collection or generation of public health data undertaken as part of the award and, to the extent consistent with law and appropriate, provide access to and archiving/long-term preservation of collected or generated data. Additional information on the Data Management and Access requirements can be found at https://www.cdc.gov/grants/additionalrequirements/ar-25.html.

Audit Requirement Domestic Organizations *(including US-based organizations implementing projects with foreign components)*: An organization that expends $750,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit

period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System Electronic Submission:
https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx

AND

Office of Grants Services, Financial Assessment and Audit Resolution Unit
Electronic Copy to: OGS.Audit.Resolution@cdc.gov

Audit Requirement Foreign Organizations: An organization that expends $300,000 or more in a fiscal year on its federal awards must have a single or program-specific audit conducted for that year. The audit period is an organization's fiscal year. The auditor shall be a U.S -based Certified Public Accountant firm, the foreign government's Supreme Audit Institution or equivalent, or an audit firm endorsed by the U.S. Agency for International Development's Office of Inspector General. The audit must be completed in English and in US dollars, and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Electronic Copy to: OGS.Audit.Resolution@cdc.gov (CDC Office of Grants Services)

After receipt of the audit report, CDC will resolve findings by issuing Final Management Determination Letters.

Domestic and Foreign organizations: Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The recipient must ensure that the subrecipients receiving CDC funds also meet these requirements The recipient must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The recipient may consider whether subrecipient audits necessitate adjustment of the recipient's own accounting records. If a subrecipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of subrecipient activities. The recipient shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The recipient must include this requirement in all subrecipient contracts.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following address:

U S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527

Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373(b)).

In addition, if the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, the recipient must maintain the currency of information reported to the System for Award Management (SAM) and made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 1 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

1. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;

b. Reached its final disposition during the most recent five year period; and

c. If one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

2. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 1 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

3. Reporting Frequency

During any period of time when you are subject to this requirement in section 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

4. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match;

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

GENERAL REQUIREMENTS

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The recipient's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. See https://www.hhs.gov/grants/contracts/contract-policies-regulations/efficient-spending/index.html. In addition, costs must be clearly stated in the budget narrative and be

consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Prior Approval: All requests which require prior approval, must bear the signature (or electronic authorization) of the authorized organization representative. The recipient must submit these requests no later than 120 days prior to the budget period's end date. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests are examples of actions that require prior approval, unless an expanded authority, or conversely a high risk condition, is explicitly indicated in the NOA

- Use of unobligated funds from prior budget period (Carryover)
- Lift funding restriction
- Significant redirection of funds (i.e., cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Extensions to period of performance

Templates for prior approval requests can be found at:
http://www.cdc.gov/grants/alreadyhavegrant/priorapprovalrequests.html.

Additional information on the electronic grants administration system CDC non-research awards utilize, Grants Solutions, can be found at:
https://www.cdc.gov/grants/grantsolutions/index.html.

Key Personnel: In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, authorized organizational representative, business official, financial director, or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Inventions: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.

Publications: Publications, journal articles, etc. produced under a CDC grant supported project must bear an acknowledgment and disclaimer, and include the award number. For example:

> This publication (journal article, etc.) was supported by Grant or Cooperative Agreement number 5UXXXXXXX, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Acknowledgment Of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded

in whole or in part with federal money, all awardees receiving federal funds, including and not limited to state and local governments and recipients of federal research grants, shall clearly state:

- Percentage of the total costs of the program or project which will be financed with federal money,
- Dollar amount of federal funds for the project or program, and
- Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted article reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

> Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is not

authorized to use the HHS name or logo governed by U.S.C Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003)

Additionally, the CDC logo cannot be used by the recipient without the express, written consent of CDC. The Program Official/Project Officer identified in the NOA can assist with facilitating such a request. It is the responsibility of the recipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos In all cases for utilization of Government logos, the recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of $5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy

The recipient may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC recipients only when recipients collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements Under FISMA, the recipient retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: https://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf.

Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Recipients are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "recipient," "subgrant," or "subrecipient"):

3.908 Pilot program for enhancement of contractor employee whistleblower protections.

3.908-1 Scope of section.

(a) This section implements 41 U.S.C. 4712.

(b) This section does not apply to-

(1) DoD, NASA, and the Coast Guard, or

(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-

(i) Relates to an activity of an element of the intelligence community; or

(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.

As used in this section-

"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.

(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract, a gross waste of federal funds, an abuse of authority relating to a federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.

(1) A Member of Congress or a representative of a committee of Congress.

(2) An Inspector General.

(3) The Government Accountability Office.

(4) A federal employee responsible for contract oversight or management at the relevant agency.

(5) An authorized official of the Department of Justice or other law enforcement agency.

(6) A court or grand jury.
(7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.
Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold

PAYMENT INFORMATION

Fraud Waste or Abuse: The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Automatic Drawdown (Direct/Advance Payments): Payments under CDC awards will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS), under automatic drawdown, unless specified otherwise in the NOA. Recipients must comply with requirements imposed by the PMS on-line system. Questions concerning award payments or audit inquiries should be directed to the payment management services office.

PMS Website: https://pms.psc.gov/
PMS Phone Support: +1(877)614-5533
PMS Email Support: PMSSupport@psc.gov

Payment Management System Subaccount: Funds awarded in support of approved activities will be obligated in an established subaccount in the PMS. Funds must be used in support of approved activities in the NOFO and the approved application. All award funds must be tracked and reported separately.

Exchange Rate: All requests for funds contained in the budget, shall be stated in U.S.

dollars. Once an award is made, CDC will generally not compensate foreign recipients for currency exchange fluctuations through the issuance of supplemental awards.

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from PMS, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of the NOA.

Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Recipients must comply with all terms and conditions in the NOFO, outlined in their NOA, grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

CLOSEOUT REQUIREMENTS

Recipients must submit all closeout reports identified in this section within 90 days of the period of performance end date. The reporting timeframe is the full period of performance. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

Final Performance Progress and Evaluation Report (PPER): This report should include the information specified in the NOFO and is submitted upon solicitation from the GMS/GMO via www.grantsolutions.gov. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims;
- Description of results (positive or negative) considered significant; and
- List of publications resulting from the project, with plans, if any, for further publication.

All manuscripts published as a result of the work supported in part or whole by the grant must be submitted with the performance progress reports.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and actually expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 90 days after the period of performance end date via www.grantsolutions.gov.

Electronic versions of the form can be downloaded at:
https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1.

The final report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Should the amount not match with the final expenditures reported to the Department of Health and Human Services' PMS, you will be required to update your reports to PMS accordingly. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of $5,000 or more. Electronic versions of the forms can be downloaded by visiting: https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1.

If no equipment was acquired under an award, a negative report is required.

The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than $5,000 that is no longer to be used in projects or programs currently or previously sponsored by the federal government may be retained, sold, or otherwise disposed of, with no further obligation to the federal government

CDC STAFF RESPONSIBILITIES

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program Officials (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. Award specific terms and conditions will include contact information for the PO/GMO/GMS.

Program Official: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and NOFOs to meet the CDC's mission;
- Providing technical assistance to applicants in developing their applications, e.g., explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources;
- Providing technical assistance to recipients in the performance of their project; and
- Post-award monitoring of recipient performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS.

For Cooperative Agreements, substantial involvement is required from CDC. The PO is the federal official responsible for the collaboration or participation in carrying out the effort under the award. Substantial involvement will be detailed in the NOFO and award specific terms and conditions and may include, but is not limited to:

- Review and approval of one stage of work before work can begin on a subsequent stage;
- Review and approval of substantive programmatic provisions of proposed subawards or contracts (beyond existing federal review of procurement or sole source policies);
- Involvement in the selection of key relevant personnel;
- CDC and recipient collaboration or joint participation; and
- Implementing highly prescriptive requirements prior to award limiting recipient discretion with respect to scope of services, organizational structure, staffing, mode of operation, and other management processes.

Grants Management Officer: The GMO is the only official authorized to obligate federal funds and is responsible for signing the NOA, including revisions to the NOA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization. The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e., grant or cooperative agreement;
- Determining if an application meets the requirements of the NOFO;
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy;
- Ensuring recipient compliance with applicable laws, regulations, and policies;
- Negotiating awards, including budgets;
- Responding to recipient inquiries regarding the business and administrative aspects of an award;
- Providing recipients with guidance on the closeout process and administering the closeout of grants;
- Receiving and processing reports and prior approval requests such as changes in funding, budget redirection, or changes to the terms and conditions of an award; and
- Maintaining the official grant file and program book.

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described in the GMO section are performed by the GMS, on behalf of the GMO.

Legislation Details (With Text)

File #:	19-89	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	2/27/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Conduct a Public Hearing to amend the FY 2018-2019 CDBG Action Plan to reallocate funds and add two new activities in accordance with the City's CDBG Citizen Participation Plan and also Approve a Resolution Amending the FY2019 Budget, transferring revenues to the appropriate account line. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment A Legal Ad - Substantial Amendment BAF 19-066 - CS-Citizen Participation Plan (3-13-19)~ Agenda 19-089.pdf NEW Budget Resolution FY 2019.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2019
Agenda Date: March 13, 2019
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Conduct a Public Hearing to amend the FY 2018-2019 CDBG Action Plan to reallocate funds and add two new activities in accordance with the City's CDBG Citizen Participation Plan and also Approve a Resolution Amending the FY2019 Budget, transferring revenues to the appropriate account line.

BACKGROUND:

On May 22, 2018, City Council approved the FY 2018-2019 Community Development Block Grant (CDBG) Action Plan, which included all activities that would be funded with the grant allocation and also carry forward funds. In order to meet grant expenditure deadlines, staff is now proposing the following substantial amendments to the FY2018-2019 Action Plan:

Add Activity: FY2018/2019 Neighborhood Signage and Improvements: allocate $5,000 for Neighborhood Signage and Improvements in eligible low- income target areas.

Add Activity: FY2018/2019 Park Improvements: allocate $190,000 towards Park Improvements at Provost Park and/or Dr. Joe Lee Smith Park.

Reallocate Funds: Reallocate FY2018/2019 funds: $45,000 from the Demolition Program and $150,000 from the Housing Rehabilitation Program.

Staff is requesting to add a new activity, Neighborhood Signage and Improvements. The anticipated budget for this activity is $5,000, which shall provide signage to the recently approved 22 lot Michael C. Blake Subdivision. Staff will look at other potential neighborhood signage improvements within qualified low- income census tracts, with any remaining funds.

Staff is also requesting to add a second activity, Park Improvements. These funds will be used to provide enhancements at Provost Park and/or Dr. Joe Lee Smith Park.

Monies that will be used to fund these two (2) new activities will be reallocated from the Demolition Program and from the Housing Rehabilitation Program. Due to vacancy of the Building Official position last year and the recent retirement of the Housing Program Manager, neither of these programs have expended any monies this fiscal year. It is prudent for staff to reallocate the funds to projects that will ensure the grant funds are expended in a timely manner as the grant has expenditure deadlines that must be met.

After reallocating the $190,000, there will be still be a remaining balance of approximately $19,367 in the Demolition Program and $85,567 in the Housing Rehabilitation Program.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper on January 31, 2019 summarizing the proposed substantial amendment and public comment period (see Attachment A). The public comment period ends on March 13, 2019. To date no comments have been received.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Budget Transfer # 2019 19-066

Cash Carry Forwarded
103-0000-389.99-10
($179,195)

Economic Environment
103-0000-331.54-00
$179,195

Expense:
Other Grants and Aids (Budgeted - Reallocation of existing budget to the above programs)
103-3240-554.83-00
$190,000

PREVIOUS ACTION:

On May 22, 2018, City Council approved the FY 2018-2019 Community Development Block Grant (CDBG) Action Plan.

RECOMMENDED MOTION:

Conduct a Public Hearing to amend the FY 2018-2019 CDBG Action Plan to reallocate funds and add two new activities in accordance with the City's CDBG Citizen Participation Plan and also Approve a Resolution Amending the FY2019 Budget, transferring revenues to the appropriate account line.

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003364247
Pymt Method Invoice
Net Amt: $85.57

Run Times: 1

No. of Affidavits: 0

Run Dates: 01/31/19

Text of Ad:

AD#3364247, 1/31/2019
PUBLIC NOTICE
PROPOSED SUBSTANTIAL AMENDMENTS
CITY OF COCOA
FY2018/2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ACTION PLAN AND PUBLIC HEARING

In an effort to effectively administer the CDBG funded program and at the same time address the goals and objectives of the FY2016/2020 Consolidated Plan, the City of Cocoa's Community Services Department is proposing the following substantial amendments to the FY2018/2019 Action Plan:

Proposed Amendments:

Add Activity: FY2018/2019 Neighborhood Signage and Improvements: allocate $5,000 for Neighborhood Signage and Improvements in eligible low- income target areas.

Add Activity: FY2018/2019 Park Improvements: allocate $190,000 towards Park Improvements at Provost Park and/or Dr. Joe Lee Smith Park.

Reallocate Funds: Reallocate FY2018/2019 funds: $45,000 from the Demolition Program and $150,000 from the Housing Rehabilitation Program.

Public comments will be accepted until 5 p.m., March 13, 2019. All comments submitted in written form can be mailed to the City of Cocoa, Community Services Department, 65 Stone Street, Cocoa, Florida 32922. A public hearing shall be conducted on March 13, 2019 at 6 p.m. at the Cocoa City Hall, 65 Stone Street. For more information, contact the City of Cocoa's Housing & Neighborhood Services Division at (321) 433-8520.

City of Cocoa Budget Adjustment Form FY 2019 - 19-066

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/05/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 179,195)	103-0000-389.99-10		CASH CARRY FORWARD	$ 228,049	$ 228,624	$ 49,429	$ 50,004
$ 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
($ 179,195)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 179,195	103-0000-331.54-00		ECONOMIC ENVIRONMENT	$ 178,889	$ 178,889	$ 358,084	$ 344,937
$ 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
$ 179,195	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Due to vacant positions in the Building Department the Demolition Program and Housing Rehabilitation Programs have not utilized the required Grant funding. The City is reallocating funds to add the Neighborhood Signage and Improvement project and Park Improvement project to the CDBG Citizen Participation Plan. This transfer is placing the budget in the correct account for the projects. Agenda 19-089

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/13/19 *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.

3/5/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.03.05 09:41:02 -05'00'	3/5/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.03.05 11:08:00 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
3/5/19 Nancy Bunt Digitally signed by Nancy Bunt Date: 2019.03.05 10:29:51 -05'00'	3/5/19 Lora Howell Digitally signed by Lora Howell Date: 2019.03.05 11:12:11 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of March, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-95	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/1/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Pass on First Reading Ordinance No. 01-2019: A Zoning Map Amendment for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 01-2019: Ord. XX-2019 - Rezone Joe Lee Smith- INST.pdf Exhibit A - Location Map Legal Ad Proof - Rezone				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 1, 2019
Agenda Date: March 13, 2019
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on First Reading Ordinance **-2019: A Zoning Map Amendment for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional).

BACKGROUND:

The City of Cocoa, as the applicant, is requesting to amend the Zoning Map designation of two parcels (Parcel #'s: 24-36-33-00-264 and 24-36-33-CC-12.E-2) totaling approximately 3.23 acres of the Dr. Joe Lee Smith Community Center complex as depicted on Exhibit A. The City intends to build a new community center on the northern parcel of this property where the current baseball field and playground are presently located. Also on this parcel are the existing pool and basketball court. The southern parcel of the community center complex contains the existing community center building. The complex also comprises three additional parcels of land adjacent to the subject parcels. Those parcels contain stormwater areas and parking and are not a part of this rezoning action. A future comprehensive plan amendment will be required prior to rezoning those parcels to the same Institutional zoning district.

The parcels have a future land use designation of REC (Recreation and Open Space). This designation is intended to accommodate existing and planned public and private parks and

recreation areas and extensive open space areas such as the golf courses; and similar uses. The Comprehensive Plan allows all zoning districts under the REC future land use designation.

Neither of the present zoning districts of the subject parcels (C-W and RU-1-7) allow a community center use. Therefore, in order to support the planned development of the site a rezoning of the parcels is necessary.

The Institutional zoning district was selected as the most appropriate district choice as it provides the closest fit to the present use as well as offering the most compatible future uses for additional development of the site. A “community center” is a principal use under this district as are “public parks and playgrounds”, eliminating the need for a Special Exception as is the case in some other zoning district categories.

Future Land Use Designation: REC (Recreation and Open Space)

Zoning District: Current: C-W (Commercial Wholesale) and RU-1-7 (Single-Family Residential)

Proposed: INST (Institutional)

Existing Land Use: Dr. Joe Lee Smith Community Center

Council District: District 1 - Councilmember Alex Goins

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Mixed Use	C-G (General Commercial)	Commercial and Vacant Land
South	Medium Density Residential	RU-1-7 (Single Family Residential)	Single-family Residential & Vacant Land
East	Mixed Use and Medium Density Residential	C-W (Commercial Wholesale) and RU-1-7 (Single Family Residential)	Single-family Residential & Vacant Land
West	Mixed Use and Medium Density Residential	C-W (Commercial Wholesale) and RU-1-7 (Single Family Residential)	Single-family Residential & Vacant Land

Consistency with the Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXII, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The proposed rezoning would bring the existing land use into compliance with the (proposed) zoning district. It would also bring the zoning district for these parcels into compliance with the current future land use designation. While the Institutional zoning district designation would be specific to these two parcels and not found on other parcels nearby, the intent of the zoning district is “to support the needs of the neighboring community for public

and semi-public facilities of a religious, educational, health or cultural nature".

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: The proposed rezoning would not be unrelated to the adjacent districts but rather a central hub for the surrounding community, providing a place of recreation, learning, and social interaction.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: The proposed rezoning would not alter the population density in any way.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing zoning boundaries on the northern parcel are illogically drawn in relation to the existing uses. The line separating the C-W zoning from the RU-1-7 zoning on the larger norther parcel has no relation to the baseball field and playground currently developed on that portion of the site. The proposed rezoning will correct this problem by applying the same zoning district to the entire parcel.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The proposed rezoning would be consistent with the Future Land Use Element of the Comprehensive Plan:

Policy 1.1.2.12: Open Space/Recreational (OS-REC). The open space/recreational land use category is intended to accommodate existing and planned public and private parks and recreation areas and extensive open space areas such as the golf courses; and similar uses. The following criteria shall be used for determining appropriate locations for open space/recreation land use designations on the future land use map.

A. Except as required for other public purposes, publicly owned land identified as open space/recreational on the Future Land Use Map will only be used for park, recreational, and ancillary uses.

B. In designating open space recreational areas, the City will assure consistency with policies provided in the Recreation and Open Space Element.

C. Through the development review process and Capital Improvements Program, the City will attempt to link open space areas to residential areas by bikeways, sidewalks, or footpaths.

D. In developing open space and recreational areas, the City will minimize or eliminate the impact of active uses on sensitive environmental features to the maximum extent possible.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: The intent of the rezoning request is to create consistency between the existing and proposed community center property use and the zoning district and future land use designations. The rezoning application was prompted by the city's plans to build a new community center on the site.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: As there is already an older community center and recreational facilities on these parcels the only change to living conditions in the neighborhood will be a newer and larger community center building.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: Given that the site is already developed as a community center and recreational space, it is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction will be required to comply with all applicable regulations and permitting requirements including stormwater and drainage control.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: Any new construction would be required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be affected by the proposed rezoning. The construction of a new community center may raise the value of neighboring parcels to some extent.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owner (The City of Cocoa) as contrasted with the public welfare. The public welfare is

the primary business of the City.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The C-W district is "intended to apply to an area in close proximity to transportation facilities and which can serve warehousing, distribution, wholesaling and other related functions". This is incompatible with the surrounding low density residential land use. The remaining portions of the parcels are already developed with the community center and recreational uses. Redevelopment of the parcels with single family residences, as allowed by the RU-1-7 district, would deprive the community of a much needed and desired community asset.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the area. It will allow the creation of a new community center on the subject property to serve the needs of the surrounding neighborhood and the City.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: The site is already developed as a community center. The neighboring community has strongly voiced its support for a new community center to be built on this same property and has rejected the relocation of the center to another site outside the existing neighborhood.

Consistency with Comprehensive Plan Policies and Objectives

The proposed Institutional zoning designation is consistent with the allowable uses under the "Recreation and Open Space" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

This site will not require any new or additional facilities that would require a concurrency application or mitigation.

STRATEGIC PLAN CONNECTION:

The proposed amendment is consistent with the Strategic Plan issues, goals, and objectives.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The proposed Zoning Map Amendment was heard at the March 6, 2019 Planning and Zoning meeting. The P&Z Board recommended approval of the Zoning Map Amendment.

RECOMMENDED MOTION:

Pass on First Read Ordinance **-2019: A Zoning Map Amendment consistent with Appendix A. Zoning, Article XXII, to change the Zoning Map designation for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional).l

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ORDINANCE NO. 01-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY ON WHICH THE CURRENT DR. JOE LEE SMITH COMMUNITY CENTER IS LOCATED, TOTALING 3.23 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF STONE STREET AND WEST OF WASHINGTON STREET, APPROXIMATELY 0.10 MILES WEST OF US 1, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM C-W (WHOLESALE COMMERCIAL) AND RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO INST (INSTITUTIONAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa, Florida.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of

Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Wholesale Commercial ("C-W") and Single-Family Residential ("RU-1-7") to Institutional ("INST") for the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

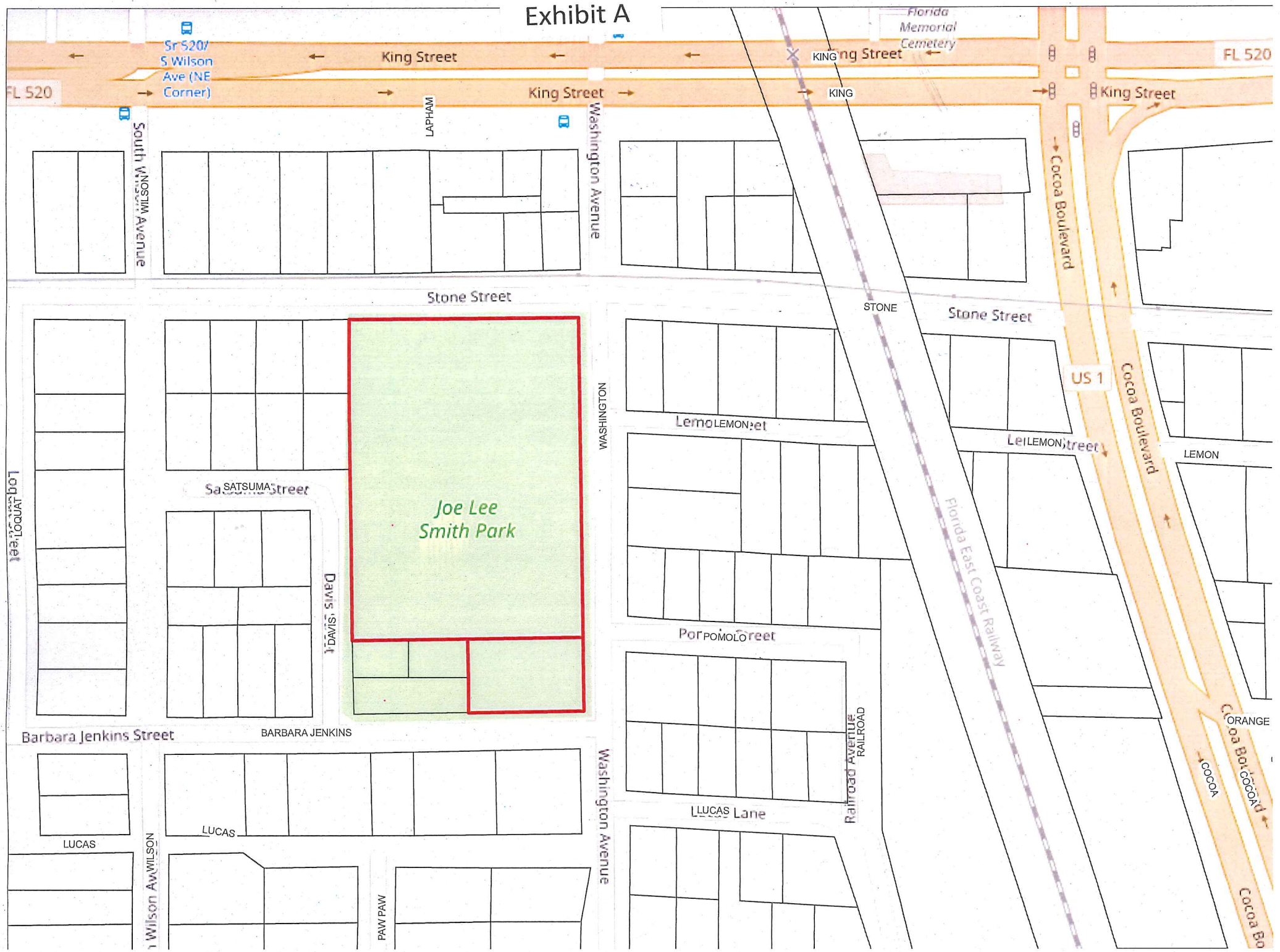
ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Exhibit A


Florida Memorial Cemetery
Sr 520/ S Wilson Ave (NE Corner)
King Street
FL 520
KING
South Wilson Avenue
LAPHAM
Washington Avenue
Cocoa Boulevard
US 1
Stone Street
STONE
Joe Lee Smith Park
WASHINGTON
LEMON
Florida East Coast Railway
Railroad Avenue
RAILROAD
ORANGE
COCOA
LUCAS
Lucas Lane
PAW PAW
SATSUMA
DAVIS
LOQUAT
BARBARA JENKINS
Barbara Jenkins Street

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003394039
Pymt Method Invoice
Net Amt: $196.25

Run Times: 1

No. of Affidavits: 1

Run Dates: 02/20/19

Text of Ad:

AD#3394039, 2/20/2019
CITY OF COCOA
NOTICE OF ZONING CHANGE
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING
BOARD/LOCAL PLANNING AGENCY
AND CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING ORDINANCE:

ORDINANCE XX-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY ON WHICH THE CURRENT DR. JOE LEE SMITH COMMUNITY CENTER IS LOCATED, TOTALING 3.23 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF STONE STREET AND WEST OF WASHINGTON STREET, APPROXIMATELY 0.10 MILES WEST OF US 1, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM C-W (WHOLESALE COMMERCIAL) AND RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO INST (INSTITUTIONAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD / LOCAL
PLANNING AGENCY PUBLIC HEARING
WILL BE HELD ON
WEDNESDAY, MARCH 6, 2019
AT 6:00 P.M.
OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL FIRST READING
PUBLIC HEARING
WILL BE HELD ON
WEDNESDAY, MARCH 13, 2019
AT 6:00 P.M.
OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

Said ordinance may be inspected by the public at the City Clerk's Office, located at 65 Stone Street, Cocoa, Florida, prior to the public hearings. Interested members of the public may appear at the public hearings and be heard with respect to the proposed ordinance.

The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising. Any person who decides to appeal any decision of the City Council with respect to any matter considered at these meetings will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	19-85	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	2/27/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Consider the appointments of the following applicants, as nominated by City Council members, as members to the Police Community Relations Advisory Committee: Aldon Bookhardt, Marsha Dyal, Alton Edmond, Kevin McCann, Alfred Boettjer (PBA), and Jarvis Wash, Civic Organization. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2018-097 (Establishing the Cocoa Police Community Relations Advisory Committee).pdf Boettjer, Alfred.pdf Bookhardt, Aldon.pdf Dyal, Marsha.pdf Edmond, Alton.pdf McCann, Kevin.pdf Klug, Michael.pdf Wash, Jarvis.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2019
Agenda Date: March 13, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointments of the following applicants, as nominated by City Council members, as members to the Police Community Relations Advisory Committee: Aldon Bookhardt, Marsha Dyal, Alton Edmond, Kevin McCann, Alfred Boettjer (PBA), and Jarvis Wash, Civic Organization..

BACKGROUND:

At the Regular City Council Meeting held on October 24, 2018, Resolution No. 2018-097 was approved, establishing the Cocoa Police Community Relations Advisory Committee. Per Section 2 (c) of the Resolution explains the committee composition and notes that *"each Councilmember shall have one appointment and the Coastal Florida Police Benevolent Association shall have one appointment. Additionally, the City Council shall by majority vote make one at-large appointment nominated by any Councilmember, City Manager of Police Chief how is a head of a Civic Organization."* As such, the following nominations have been made by the following

Councilmembers:

Mayor Williams:	Kevin McCann
Deputy Mayor Warner:	Michael Klug
Councilmember Boisvert:	Marsha Dyal
Councilmember Goins:	Alton Edmond
Councilmember Koss:	Aldon Bookhardt

Mr. Al Boettjer has been nominated as the representative for the Coastal Florida Police Benevolent Association.

Mr. Jarvis Wash submitted his application for board membership as the Civic Organization representative and was nominated by Councilmember Goins.

Additionally, all of the applicants/nominations meet the qualifications for serving on a City board.

It has been determined that Thursday, April 11, 2019 would be the first meeting of the Committee and with these approvals it will allow the members to complete the required training that is stated in Resolution No. 2018-97 approved on February 27, 2019.

Applications are attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Appointments and reappointments are made to City boards and committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the appointments of the following applicants, as nominated by City Council members, as members to the Police Community Relations Advisory Committee: Aldon Bookhardt, Marsha Dyal, Alton Edmond, Kevin McCann, Alfred Boettjer (PBA), and Jarvis Wash, Civic Organization.

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RESOLUTION NO. 2018-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; ESTABLISHING THE COCOA POLICE COMMUNITY RELATIONS ADVISORY COMMITTEE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, RECORDING, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3 of the City Charter provides that the City Council is authorized to establish boards, committees and advisory groups and to appoint the members thereof, under such terms and conditions as the Council believes will best serve the public interest; and

WHEREAS, the existing City of Cocoa Strategic Plan identifies crime as the most pressing issue facing the City of Cocoa and impacting the quality of life for Cocoa residents, and has a specific objective for creating a community relations council related to law enforcement services provided by the City; and

WHEREAS, City Council finds that the City's best interest would be served by the establishment of a Cocoa Police Community Relations Advisory Committee (hereinafter "COMMITTEE") to advise the City on limited matters and issues related to the City's Police Department as specifically set forth herein; and

WHEREAS, the intent and purpose of establishing COMMITTEE is generally to: provide a positive opportunity to engage citizens in identifying and addressing community needs and police-community relations; promote programs and initiatives to reduce crime; promote and build trust and confidence between the public and the City's Police Department; provide a forum for citizens to engage in vibrant discussions about police-community issues and concerns with the Police Chief and Police Department leadership; and promote transparency and accountability regarding police misconduct in terms of publicly presenting findings of internal closed and completed investigation reports at appropriate times; and

WHEREAS, this Resolution shall serve to establish the COMMITTEE and to further establish a limited scope of objectives that the COMMITTEE may engage in and undertake, with recommendations being provided to the Police Chief, City Manager and City Council, as appropriate, for further action and implementation through the City's Police Department, City Manager and the City Council; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of Cocoa.

Section 2. Establishment of the Police Advisory Committee of the City of Cocoa ("COMMITTEE"); General Purpose; Composition; Meetings; Decisions.

(a) ***Name.*** The City Council hereby establishes an advisory committee which shall be known as the "Cocoa Police Community Relations Advisory Committee" (hereinafter referred to as "COMMITTEE").

(b) ***General Purpose.*** The general purpose of the COMMITTEE is to create a forum where citizens will be afforded public opportunities to engage and interact with the City's Police Department by providing feedback on issues and concerns to the community so as to develop, promote and enhance, in a positive and productive way, the public's trust and confidence in the City's Police Department. To this end, the COMMITTEE shall be devoted to facilitating the flow of ideas relative to police services for the continued betterment of the quality of life of the citizens, residents, businesses and visitors of Cocoa.

(c) ***Composition.*** The COMMITTEE shall be an advisory committee only and shall not have any delegated authority to promulgate and enforce regulations and policies pursuant to law or final decision making authority. The COMMITTEE shall consist of seven (7) members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. For purposes of this subsection, the head of any religious establishment, faith based organization, or non-profit civic based organization that has a substantial operation within the City ("Civic Organization") is eligible to serve on the COMMITTEE. Subject to each appointment being approved by majority vote of the City Council, each Councilmember shall have one appointment and the Coastal Florida Police Benevolent Association shall have one appointment. Additionally, the City Council shall by majority vote make one at-large appointment nominated by any Councilmember, City Manager or Police Chief who is a head of a Civic Organization. Committee members shall not be an active member of the Cocoa Police Department, and if a former law enforcement officer, the person must have resigned or retired in good standing to be eligible to serve on the COMMITTEE. No alternates shall be appointed. Vacancies shall be filled in the same manner as the original appointment to the extent deemed necessary by the City Council. Prior to any appointment being considered final, each member of the COMMITTEE shall be required to complete a board application as prescribed by the City Council. Upon appointment, each member of the Committee shall serve at the pleasure of the City Council and may be summarily removed at any time with and without cause. Each member of the COMMITTEE shall serve without compensation. The provisions of Section 2-58 of the City Code shall also apply to the extent not in conflict with the terms and conditions of this Resolution.

(d) ***Term of Committee Members.*** The term of COMMITTEE members shall be staggered. The term of COMMITTEE members appointed by a City Councilmember shall run concurrently with the Councilmember making the appointment. The term of the COMMITTEE members appointed by the City Council at-large and the Coastal Florida Police Benevolent Association shall be four (4) years.

(e) ***Meetings.*** The COMMITTEE shall meet at least quarterly per City fiscal year unless otherwise approved by the City Manager due to lack of business to be considered by the COMMITTEE or lack of a quorum. Meetings of the COMMITTEE shall be duly noticed and held public meetings which shall be open to the public. Meetings shall be coordinated and scheduled through the Police Chief or City Manager or their respective designees so as not to conflict with other City meetings or overburden limited City resources. A portion of each meeting will be reserved for taking public input relevant to issues being considered during the meeting or regarding the City's Police Department generally. The agendas, minutes and a record of the proceedings and recommendations of the COMMITTEE shall be kept and filed with the City Clerk in the same manner as those kept and filed for the City Council.

(f) ***Chair; Deputy-Chair.*** The first order of business for the COMMITTEE, and annually thereafter at the COMMITTEE's first meeting of the new fiscal year commencing on October 1st, shall be to elect a chairperson and deputy chairperson. The chairperson shall be responsible for running the meetings and shall be the primary liaison with the Police Chief and City Manager. In the absence of the chairperson, the deputy chairperson shall run the meetings and be the liaison with the Police Chief and City Manager. Roberts Rules shall serve as guide to running the meetings of the COMMITTEE to the extent not in conflict with this Resolution. A majority of the membership of the COMMITTEE shall constitute a quorum.

(g) **Decisions of COMMITTEE.** The COMMITTEE shall conduct its business in a professional manner. The COMMITTEE shall act by consensus to the extent possible, but if consensus cannot be reasonably reached, then the COMMITTEE may act by majority vote. However, the COMMITTEE may reference and explain minority opinions/positions which obtained the vote of at least two (2) members of the COMMITTEE in any recommendation made to the Police Chief, City Council or City Manager.

Section 3. COMMITTEE Responsibilities.

(a) **Scope.** The scope of the COMMITTEE's advisory responsibilities shall be limited to advising and making recommendations to the City's Police Chief, City Council or City Manager, as appropriate, related to the City's Police Department. Specifically, the COMMITTEE's advisory responsibilities shall be limited to the City of Cocoa and the following objectives:

1. Providing a vibrant community discussion forum to foster understanding, communication and collaboration between law enforcement (including and especially the Police

Chief and Police Department leadership team) and concerned individuals and citizens about a variety of law enforcement issues or topics of concern;

2. Identifying and addressing community policing needs and police-community relations in a positive and constructive manner;

3. Promoting successful programs, initiatives and strategies to reduce crime and improve community safety;

4. Promoting and increasing community involvement in successful community policing programs, initiatives and strategies to build trust and confidence between the community and the City's Police Department;

5. Informing and educating the community regarding crime awareness and prevention techniques, programs and strategies to generate community interest and involvement in crime prevention and to deter crime;

6. To review and advise the Police Chief on community related matters which have been expressly referred to the COMMITTEE by the Police Chief, City Manager or City Council;

7. Work to strengthen and ensure, throughout the community, the application of equal protection under law in the context of law enforcement; and

8. Promoting transparency and accountability regarding alleged police misconduct by publicly discussing with the Police Chief written findings of completed and closed internal investigation reports involving the conduct of law enforcement officers employed by the City pertaining to the use of force or police conduct toward a citizen so appropriate processes and strategies may be considered by the Police Chief in preventing the occurrence of future activities of misconduct, provided such public discussion occurs at an appropriate time taking into account any applicable lawsuits and legal claims that may be pending against the City and applicable law enforcement officers.

(b) ***Recommendations.*** Formal advisory recommendations made by the COMMITTEE shall be made verbally or in writing by consensus or majority vote to the Police Chief or the Chief's designee. A copy of all written recommendations to the Police Chief shall be provided to the City Manager. However, when requested by the City Manager or City Council, the COMMITTEE shall make a formal advisory recommendation to the City Manager or the City Council, as requested. The recommendation made to the City Manager or City Council shall be in writing, with a copy to the Police Chief, and shall be approved by consensus or majority vote of the COMMITTEE. All written recommendations shall include any written minority opinion or position pursuant to Section 2(g) of this Resolution.

Section 4. Staff Resources; COMMITTEE Member Orientation.

(a) ***Police Chief.*** The Police Chief and the Chief's leadership team shall be responsible for creating and publishing the COMMITTEE's meeting agendas, and shall serve as technical advisers to the COMMITTEE. All published agendas shall be forwarded to the City Clerk's office for noticing and placing on the City's master schedule of meetings.

(b) ***City Clerk.*** The City Clerk or his or her designee shall provide administrative assistance to the COMMITTEE and shall be responsible for noticing meetings, preparing minutes, and archiving all public records.

(c) ***COMMITTEE Member Orientation.*** Within thirty (30) days of a person being appointed or reappointed to the COMMITTEE by the City Council, the Police Chief or his designee shall be required to provide the COMMITTEE member a brief and general orientation about the command structure and operation of the City's Police Department including conducting a citizen ride along with an on-duty City police officer. Thereafter, each COMMITTEE member shall be required to receive an additional minimum of four (4) hours of training per month including a minimum of two (2) hours in the City's Police Department dispatch center and a minimum of two (2) hours conducting a citizen ride along with an on-duty City police officer. The COMMITTEE member shall be responsible for scheduling the training with the Police Chief or the Police Chief's designee. In addition, the COMMITTEE member shall also be responsible for certifying compliance, in writing, with the minimum monthly training requirements to the Police Chief on a monthly basis. The certification shall be on a form promulgated by the Police Chief. Failure to maintain and certify compliance with the training requirements set forth in this subsection shall be grounds for the COMMITTEE member to be removed from the COMMITTEE administratively by the City Manager or City Council.

Section 5. Confidential and Exempt Information; Conflicts. Nothing herein shall be construed or interpreted as requiring the City to disclose information and records deemed confidential and/or exempt from public disclosure by law. To the extent that any provision of this Resolution conflicts with a controlling provision(s) of local, state or federal law, the controlling provision(s) of local, state or federal law shall prevail and apply.

Section 6. Repeal of Prior Inconsistent Resolutions. All other prior inconsistent resolutions adopted by the City Council are hereby repealed.

Section 7. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 8. Effective Date. This Resolution shall become effective immediately upon

adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 24th day of October, 2018.

Henry U. Parrish, III, Mayor

ATTEST: _____
Carie Shealy, MMC, City Clerk

SEAL

RECEIVED
FEB 20 2019
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: ALFRED W. BOETTJER Application Date: 02/19/2019

Street Address, Including Zip Code: 1000 GALLEON St, COCOA FL 32927

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: 321 636 5612 Work: 321 504 0820 Pager: _____ Cell: 321-412-3542

Place of Business: 1000 GALLEON ST., COCOA FL 32927 CFPBA/PEA

Title/Position Held: LABOR CONSULTANT

Date of Birth[2] 08/09/1946

Email Address: NYPDGOLD@AOL.COM

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment	X	Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	____

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No X
Do you consent to a standard criminal background check? Yes X No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I AM A LABOR CONSULTANT, I SERVE AS VICE-CHAIRMAN BREVARD SHERIFF'S PUBLIC SAFETY CHARITY. SERVE AS IMMEDIATE PAST PRESIDENT LEO RETIREES ASSOCIATION AND CURRENT VICE-PRESIDENT

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
X Caucasian

GENDER

X Male
____ Female

DISABILITY

No Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: _____ Date: 02/19/2019

Social Security No: [redacted]

Drivers License No: [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

RECEIVED
FEB 15 2019
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Aldon Bookhardt Application Date: 2-14-19

Street Address, Including Zip Code: 3231 Nottingham Lane Cocoa, Florida 32926

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ____ District 3 ____ District 4 X

Telephones: Home: 321-338-2047 Work: 321-362-5135 Pager: ____ Cell: 321-360-9377

Place of Business: Aldon Bookhardt Roofing, Inc.

Title/Position Held: President

Date of Birth[2] 7-2-70

Email Address: aldon@bookhardt.net

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE

(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	____
Do you own property or a business in Cocoa?	Yes	X	No	____
Are you registered to vote in Brevard County, Florida?	Yes	X	No	____

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes X No ____

If yes, have your civil rights been restored? Yes X No ____
Do you consent to a standard criminal background check? Yes X No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

North Brevard NAACP

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

X Male
____ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: Aldon Bookhardt Date: 2-14-19

Social Security No: [redacted]

Drivers License No: [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

BRIEF DESCRIPTION OF CITY BOARDS AND COMMITTEES AND MEETING INFORMATION

Affordable Housing Advisory Committee:
Term: 3 years.
Members: 11 members.
Duties: Meet triennially to review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan and recommended specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.
Meetings: Once every three years in Council Chambers.

Board of Adjustment:
Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide special exceptions and variances to the zoning ordinance, as well as appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Building Official in the enforcement of the zoning and sign ordinance.
Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

Code Enforcement/Drug Related Public Nuisance Board:
Term: 3 years.
Members: 7 members; 2 alternate members, including an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.
Duties: To hear and decide alleged violations of certain codes of the City, and to hear drug related nuisance cases.
Meetings: Third Thursday of each month at 6:00 pm in the City Council Chambers.

Brownfields Advisory Board:
Term: No expiration
Members: Minimum of 3 members, no more than 11 members. Includes residents within or adjacent to the Brownfield area and businesses, non-profits and government operating within the Brownfield area.
Duties: To assist in the development and implementation of the strategic plan for the area; to oversee and monitor the implementation of the strategic plan; to identify and recommend to the City Council ways to remove regulatory barriers; and to identify to the City Council the financial needs of, and local resources or assistance available to, eligible businesses in the area.
Meetings: quarterly: January, April, July, and October, at 12 pm in City Hall.

Housing Authority:
Term: 4 years.
Members: 5 members.
Duties: Acquisition, lease, construction, reconstruction, improvement, and operation of federally-funded housing projects within the City. Work with Brevard County Housing Authority.
Meetings: Third Tuesday of each month at 6:00 pm at 868 Stone Street.

Pension Board - Fire:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the firefighters' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - General Employees:
Term: 3 years.
Members: 5 members, three who are appointed by City Council, one who is a full-time general employee elected by a majority of the general employees that are members of the system, and a fifth member who is chosen by the previous four trustrees.
Duties: To administer and advise the City on the general employees' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - Police:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the police retirement system.
Meetings: Quarterly or as necessary.

Planning & Zoning Board:
Term: 3 years.
Members: 9 members; 2 alternate members.
Duties: To act in an advisory capacity to the City Council relating to zoning and land use matters.
Meetings: First Wednesday of every month at 6:00 pm in the City Council Chambers.

Police Community Relations Advisory Committee:
Term: Same term as Councilmember appointing the member. Members appointed at-large and the Coastal Florida PBA term will be 4 years.
Members: 7 members
Duties: Provide feedback on issues and concerns to the community so as to develop, promote and enhance, in a positive and productive way, the public's trust and confidence in the City's Police Department.

The Committee shall be devoted to facilitating the flow of ideas relative to police services for the continued betterment of the quality of life of the citizens, residents, businesses and visitors of Cocoa.
Meetings: TBD

Redevelopment Agency - Cocoa:
Term: 2 members appointed by City Council for 4 years.
Members: the 5 members of the City Council and 2 members appointed by the City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: First Tuesday of every month at 5:00 pm in the City Council Chambers.

Redevelopment Agency -Diamond Square:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Third Monday of each month at 6:15 pm in the City Council Chambers.

Redevelopment Agency - U.S. 1 Corridor:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Quarterly on the Fourth Monday of each month at 6:15 pm in the City Council Chambers.

Sustainability Advisory Committee:
Term: No expiration date.
Members: Minimum of 5 members, no more than 11 members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan.
Duties: To advise and assist the City in establishing a written Sustainability and Resiliency Plan.
Meetings: Monthly on the 1st Thursday of the month at 6 pm.

Utilities Advisory Board:
Term: 3 years.
Members: 5 members appointed by City Council.
Duties: To advise City Council on matters relating to utility subjects.
Meetings: As needed at 6 pm in the City Council Chambers.

==========

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

****

THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Carie Shealy

From: Aldon Bookhardt <aldon@bookhardt.net>
Sent: Friday, February 15, 2019 11:38 AM
To: Carie Shealy
Subject: RE: Bookhardt-PCRAC application

Council Woman Koss.

Aldon

From: Carie Shealy <cshealy@cocoafl.org>
Sent: Friday, February 15, 2019 11:37 AM
To: Aldon Bookhardt <aldon@bookhardt.net>
Subject: RE: Bookhardt-PCRAC application

Received, thank you—can you tell me who nominated you?

Carie Shealy, MMC
City Clerk
65 Stone St., Cocoa, FL 32922
(321) 433-8484 I cshealy@cocoafl.org
Fax: (321) 433-8455

Serving our Community with PRIDE!

Stay Connected: www.cocoafl.org

From: Aldon Bookhardt <aldon@bookhardt.net>
Sent: Friday, February 15, 2019 10:27 AM
To: Carie Shealy <cshealy@cocoafl.org>
Cc: shutch9750@aol.com
Subject: Bookhardt-PCRAC application
Importance: High

Good Morning Ms. Shealy-

Attached is my completed PCRAC application.

Kind Regards'

Aldon Bookhardt| President
Aldon Bookhardt Roofing, Inc.dba The Bookhardt Group
Where Every Day Is a Blessed Day
2050 White Sand Drive Titusville, FL 32780
aldon@bookhardt.net

Carie Shealy

From: Aldon Bookhardt <aldon@bookhardt.net>
Sent: Friday, February 15, 2019 10:27 AM
To: Carie Shealy
Cc: shutch9750@aol.com
Subject: Bookhardt-PCRAC application
Attachments: PCRAC- 2-14-19.pdf

Importance: High

Good Morning Ms. Shealy-

Attached is my completed PCRAC application.

Kind Regards'

Aldon Bookhardt| President
Aldon Bookhardt Roofing, Inc.dba The Bookhardt Group
Where Every Day Is a Blessed Day
2050 White Sand Drive Titusville, FL 32780
aldon@bookhardt.net
http://www.bookhardt.net
Titusville-Office: 1(321)362-5135
Fax: 1(321)577-0268
Cell:1(321)360-9377

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Marsha L. Dyal Application Date: 01/18/19

Street Address, Including Zip Code: 3807 Parapet Dr., Cocoa, FL 32926

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ____ District 3 X District 4 ____

Telephones: Home: 321-482-9558 Work: ____ Pager: ____ Cell: 321-482-9558

Place of Business: Fruit Fun, Inc.

Title/Position Held: Owner

Date of Birth[2] 02/16/1959

Email Address: hemi12d@icloud.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE

(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment	X	Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	____
Do you own property or a business in Cocoa?	Yes	X	No	____
Are you registered to vote in Brevard County, Florida?	Yes	X	No	____

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

Being ex-military, I am very pro-police. I also have a medical background in which I occassionally worked with law enforcement. All local police departments need to better their relationship with the people in their community. I would be honored to help.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
X Caucasian

GENDER

____ Male
X Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: Marsha L. Dyal Date: 01/18/19

Social Security No: [redacted]

Drivers License No: [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

BRIEF DESCRIPTION OF CITY BOARDS AND COMMITTEES AND MEETING INFORMATION

Affordable Housing Advisory Committee:
Term: 3 years.
Members: 11 members.
Duties: Meet triennially to review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan and recommended specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.
Meetings: Once every three years in Council Chambers.

Board of Adjustment:
Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide special exceptions and variances to the zoning ordinance, as well as appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Building Official in the enforcement of the zoning and sign ordinance.
Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

Code Enforcement/Drug Related Public Nuisance Board:
Term: 3 years.
Members: 7 members; 2 alternate members, including an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.
Duties: To hear and decide alleged violations of certain codes of the City, and to hear drug related nuisance cases.
Meetings: Third Thursday of each month at 6:00 pm in the City Council Chambers.

Brownfields Advisory Board:
Term: No expiration
Members: Minimum of 3 members, no more than 11 members. Includes residents within or adjacent to the Brownfield area and businesses, non-profits and government operating within the Brownfield area.
Duties: To assist in the development and implementation of the strategic plan for the area; to oversee and monitor the implementation of the strategic plan; to identify and recommend to the City Council ways to remove regulatory barriers; and to identify to the City Council the financial needs of, and local resources or assistance available to, eligible businesses in the area.
Meetings: quarterly: January, April, July, and October, at 12 pm in City Hall.

Housing Authority:
Term: 4 years.
Members: 5 members.
Duties: Acquisition, lease, construction, reconstruction, improvement, and operation of federally-funded housing projects within the City. Work with Brevard County Housing Authority.
Meetings: Third Tuesday of each month at 6:00 pm at 868 Stone Street.

Pension Board - Fire:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the firefighters' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - General Employees:
Term: 3 years.
Members: 5 members, three who are appointed by City Council, one who is a full-time general employee elected by a majority of the general employees that are members of the system, and a fifth member who is chosen by the previous four trustrees.
Duties: To administer and advise the City on the general employees' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - Police:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the police retirement system.
Meetings: Quarterly or as necessary.

Planning & Zoning Board:
Term: 3 years.
Members: 9 members; 2 alternate members.
Duties: To act in an advisory capacity to the City Council relating to zoning and land use matters.
Meetings: First Wednesday of every month at 6:00 pm in the City Council Chambers.

Police Community Relations Advisory Committee:
Term: Same term as Councilmember appointing the member. Members appointed at-large and the Coastal Florida PBA term will be 4 years.
Members: 7 members
Duties: Provide feedback on issues and concerns to the community so as to develop, promote and enhance, in a positive and productive way, the public's trust and confidence in the City's Police Department.

The Committee shall be devoted to facilitating the flow of ideas relative to police services for the continued betterment of the quality of life of the citizens, residents, businesses and visitors of Cocoa.
Meetings: TBD

Redevelopment Agency - Cocoa:
Term: 2 members appointed by City Council for 4 years.
Members: the 5 members of the City Council and 2 members appointed by the City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: First Tuesday of every month at 5:00 pm in the City Council Chambers.

Redevelopment Agency -Diamond Square:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Third Monday of each month at 6:15 pm in the City Council Chambers.

Redevelopment Agency - U.S. 1 Corridor:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Quarterly on the Fourth Monday of each month at 6:15 pm in the City Council Chambers.

Sustainability Advisory Committee:
Term: No expiration date.
Members: Minimum of 5 members, no more than 11 members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan.
Duties: To advise and assist the City in establishing a written Sustainability and Resiliency Plan.
Meetings: Monthly on the 1st Thursday of the month at 6 pm.

Utilities Advisory Board:
Term: 3 years.
Members: 5 members appointed by City Council.
Duties: To advise City Council on matters relating to utility subjects.
Meetings: As needed at 6 pm in the City Council Chambers.

==========

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

****

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CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

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(Please Print)

Name: Alton Edmond Application Date: 1/10/19

Street Address, Including Zip Code: 630 Brevard Ave, Ste. B, Cocoa, FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: _____ Work: 321-285-9505 Pager: _____ Cell: 863-254-7290

Place of Business: Edmond Law

Title/Position Held: Founder / Managing Attorney

Date of Birth[2] 8/5/89

Email Address: edmondtriallaw@gmail.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment	✓	Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	____

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
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Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I am a criminal defense attorney, I have handled over 700 criminal cases involving police agencies and their officers. Those factors give me special insight that could be a tremendous asset to the citizen review board.

STATE REPORTING REQUIREMENTS

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RACE

✓ African-American
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

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   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: _____ Date: 1/10/19

Social Security No: [redacted]

Drivers License No: [redacted]

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Duties: To assist in the development and implementation of the strategic plan for the area; to oversee and monitor the implementation of the strategic plan; to identify and recommend to the City Council ways to remove regulatory barriers; and to identify to the City Council the financial needs of, and local resources or assistance available to, eligible businesses in the area.
Meetings: quarterly: January, April, July, and October, at 12 pm in City Hall.

Housing Authority:
Term: 4 years.
Members: 5 members.
Duties: Acquisition, lease, construction, reconstruction, improvement, and operation of federally-funded housing projects within the City. Work with Brevard County Housing Authority.
Meetings: Third Tuesday of each month at 6:00 pm at 868 Stone Street.

Pension Board - Fire:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the firefighters' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - General Employees:
Term: 3 years.
Members: 5 members, three who are appointed by City Council, one who is a full-time general employee elected by a majority of the general employees that are members of the system, and a fifth member who is chosen by the previous four trustrees.
Duties: To administer and advise the City on the general employees' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - Police:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the police retirement system.
Meetings: Quarterly or as necessary.

Planning & Zoning Board:
Term: 3 years.
Members: 9 members; 2 alternate members.
Duties: To act in an advisory capacity to the City Council relating to zoning and land use matters.
Meetings: First Wednesday of every month at 6:00 pm in the City Council Chambers.

Police Community Relations Advisory Committee:
Term: Same term as Councilmember appointing the member. Members appointed at-large and the Coastal Florida PBA term will be 4 years.
Members: 7 members
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Meetings: TBD

Redevelopment Agency - Cocoa:
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Members: the 5 members of the City Council and 2 members appointed by the City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: First Tuesday of every month at 5:00 pm in the City Council Chambers.

Redevelopment Agency -Diamond Square:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Third Monday of each month at 6:15 pm in the City Council Chambers.

Redevelopment Agency - U.S. 1 Corridor:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Quarterly on the Fourth Monday of each month at 6:15 pm in the City Council Chambers.

Sustainability Advisory Committee:
Term: No expiration date.
Members: Minimum of 5 members, no more than 11 members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan.
Duties: To advise and assist the City in establishing a written Sustainability and Resiliency Plan.
Meetings: Monthly on the 1st Thursday of the month at 6 pm.

Utilities Advisory Board:
Term: 3 years.
Members: 5 members appointed by City Council.
Duties: To advise City Council on matters relating to utility subjects.
Meetings: As needed at 6 pm in the City Council Chambers.

==========

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Law Office of Kevin P. McCann
653 Brevard Avenue
Cocoa, Florida 32922

Telephone: (321) 222-3270
Fax: (321) 978-0302

January 29, 2019

Carie Shealy, City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: Application for Police Community Relations Advisory Committee

Dear Ms. Shealy:

Attached is my application and resume for consideration as a committee member of the Police Community Relations Advisory Committee. I am retired in good-standing from 25 years of federal law enforcement with the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives, with 8 years in management / supervision. For the past 3 years, I have been a practicing Florida attorney in the areas of business law, civil disputes, criminal defense, and estate planning, and I have often provided legal services pursuant to matters involving local municipalities. As such, I believe that I could provide a unique perspective from both the law enforcement side and the civilian side / criminal defendant side of each issue.

I respectfully request consideration for being selected as a Board member. Please advise if you have any questions or require any additional information.

Very truly yours,

Kevin P. McCann

Attachments:
Application
Resume'

RECEIVED
JAN 29 2019
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Kevin McCann Application Date: 1/29/19

Street Address, Including Zip Code: 137 S. Courtenay Pkwy, Merritt Island, FL 32952

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: _____ Work: 321-222-3270 Pager: _____ Cell: 321-759-4400

Place of Business: 653 Brevard Ave., Cocoa, FL 32922

Title/Position Held: Lawyer; Law Office of Kevin P. McCann

Date of Birth[2] 10/21/69

Email Address: Kevin@McCannFLLaw.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment	X	Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
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	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	___	No	X
Do you own property or a business in Cocoa?	Yes	X	No	___
Are you registered to vote in Brevard County, Florida?	Yes	X	No	___

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

With 25 year of law enforcement experience (retired federal agent w/ 8 years of management & supervisory experience) and 3 years of practicing law, including criminal defense, I would bring a diverse and pertinent perspective that would benefit the Police Community Relations Advisory Committee.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

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   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: _____ Date: 1/29/19

Social Security No: [redacted]

Drivers License No: [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

Please see attached Cover letter and resume

Kevin P. McCann

653 Brevard Avenue
Cocoa, Florida 32922
Kevin@McCannFLLaw.com.com
(321) 222-3270

Retired Federal Agent with the U.S. Department of Justice and full-time Florida attorney seeking to enhance the membership of the Cocoa Citizens Police Review Board by providing pertinent knowledge, skills, consultation, and experiences to the Board.

Professional Experience:

Attorney at Law, Cocoa, Florida, FL, April 2016 – Present

> **Sole Practitioner**: Provide legal advice and services in business matters, civil disputes, estate planning, personal injury, and criminal matters

United States Department of Justice
Bureau of Alcohol, Tobacco, Firearms, and Explosives, 1992 – 2017 (Retired 10/2017)

> **Resident Agent in Charge**, Orlando, FL, August 2012 – October 2017
> Supervise a group of ATF special agents and oversee all of their violent crime, narcotics, money laundering, firearms, arson, and explosives investigations
>
> **Criminal Investigator**, Orlando, FL, June 2007 – August 2012
> Conducted complex investigations involving a variety of federal firearms, narcotics, money laundering, exporting, and violent crime offenses
>
> **Group Supervisor**, Chicago, IL, April 2004 – June 2007
> Supervised all tactical and strategic Intelligence, as well as all firearms trafficking investigations, in the Chicago metropolitan area
>
> **Criminal Investigator**, Baltimore, MD, July 1992 – April 2004
> Conducted complex violent crime, firearms, money laundering, and narcotics investigations
> Served as: Public Information Officer, Intelligence Officer, Certified Firearms Instructor, and Special Response Team (SWAT) member

Education:

University of Maryland, School of Law, Baltimore, MD
Juris Doctorate (JD); Focus on Criminal and Constitutional Law, May 2003

Fairfield University, Fairfield, CT
Economics and Finance, May 1992

Bar Admissions:
State Bar of Florida
United States District Court, Middle District of Florida

Professional Associations:
American Bar Association
Brevard County Bar Association
Orange County Bar Association
Brevard Bar Foundation
Vassar B. Carlton American Inn of Court
Brevard Opioid Task Force - Criminal Justice Subcommittee
Federal Law Enforcement Officers Association (FLEOA)

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: MICHAEL KLUG Application Date: _____

Street Address, Including Zip Code: 2106 IVY DR. COCOA, 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ____ District 3 ____ District 4 ✓

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 321-514-3533

Place of Business: _____

Title/Position Held: _____

Date of Birth[2] 12-13-1951

Email Address: MSVEGAS123@AOL.COM

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment	✓	Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	____

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ✓ No ____
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I FEEL IT IS IMPORTANT TO FOSTER A STRONG RELATIONSHIP BETWEEN THE PUBLIC AND POLICE. TRANSPARENCY IN TODAYS ENVIRNMENT IS VITAL. MY BACKGROUND IN LAW ENFORCEMENT AND SECURITY DIRECTOR BRINGS A UNIQUE PROSPECTIVE

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
✓ Native American
✓ Caucasian

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: _____ Date: 02.22.2019

Social Security No: [redacted]

Drivers License No: [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

12US19628
Voter Registration

CIVIC

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Jarvis Wash Application Date: _____

Street Address, Including Zip Code: 909 bristol drive Cocoa FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: _____ Work: 321-821-3055 Pager: _____ Cell: 321-795-8419

Place of Business: R.E.A.L CHURCH

Title/Position Held: Pastor

Date of Birth[2] 11/17/77

Email Address: PastorJarvisWash@gmail.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment	✓	Police Community Relations Advisory Committee
	Brownfields Advisory Board		Redevelopment Agency (Cocoa)
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Committee
	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	____

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ✓ No ____

If yes, have your civil rights been restored? Yes ✓ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

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____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

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4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: _____ Date: 2/25/19

Social Security No: [redacted]

Drivers License No: [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

BRIEF DESCRIPTION OF CITY BOARDS AND COMMITTEES AND MEETING INFORMATION

Affordable Housing Advisory Committee:
Term: 3 years.
Members: 11 members.
Duties: Meet triennially to review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan and recommended specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.
Meetings: Once every three years in Council Chambers.

Board of Adjustment:
Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide special exceptions and variances to the zoning ordinance, as well as appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Building Official in the enforcement of the zoning and sign ordinance.
Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

Code Enforcement/Drug Related Public Nuisance Board:
Term: 3 years.
Members: 7 members; 2 alternate members, including an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.
Duties: To hear and decide alleged violations of certain codes of the City, and to hear drug related nuisance cases.
Meetings: Third Thursday of each month at 6:00 pm in the City Council Chambers.

Brownfields Advisory Board:
Term: No expiration
Members: Minimum of 3 members, no more than 11 members. Includes residents within or adjacent to the Brownfield area and businesses, non-profits and government operating within the Brownfield area.
Duties: To assist in the development and implementation of the strategic plan for the area; to oversee and monitor the implementation of the strategic plan; to identify and recommend to the City Council ways to remove regulatory barriers; and to identify to the City Council the financial needs of, and local resources or assistance available to, eligible businesses in the area.
Meetings: quarterly: January, April, July, and October, at 12 pm in City Hall.

Housing Authority:
Term: 4 years.
Members: 5 members.
Duties: Acquisition, lease, construction, reconstruction, improvement, and operation of federally-funded housing projects within the City. Work with Brevard County Housing Authority.
Meetings: Third Tuesday of each month at 6:00 pm at 868 Stone Street.

Pension Board - Fire:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the firefighters' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - General Employees:
Term: 3 years.
Members: 5 members, three who are appointed by City Council, one who is a full-time general employee elected by a majority of the general employees that are members of the system, and a fifth member who is chosen by the previous four trustrees.
Duties: To administer and advise the City on the general employees' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - Police:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the police retirement system.
Meetings: Quarterly or as necessary.

Planning & Zoning Board:
Term: 3 years.
Members: 9 members; 2 alternate members.
Duties: To act in an advisory capacity to the City Council relating to zoning and land use matters.
Meetings: First Wednesday of every month at 6:00 pm in the City Council Chambers.

Police Community Relations Advisory Committee:
Term: Same term as Councilmember appointing the member. Members appointed at-large and the Coastal Florida PBA term will be 4 years.
Members: 7 members
Duties: Provide feedback on issues and concerns to the community so as to develop, promote and enhance, in a positive and productive way, the public's trust and confidence in the City's Police Department.

The Committee shall be devoted to facilitating the flow of ideas relative to police services for the continued betterment of the quality of life of the citizens, residents, businesses and visitors of Cocoa.
Meetings: TBD

Redevelopment Agency - Cocoa:
Term: 2 members appointed by City Council for 4 years.
Members: the 5 members of the City Council and 2 members appointed by the City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: First Tuesday of every month at 5:00 pm in the City Council Chambers.

Redevelopment Agency -Diamond Square:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Third Monday of each month at 6:15 pm in the City Council Chambers.

Redevelopment Agency - U.S. 1 Corridor:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Quarterly on the Fourth Monday of each month at 6:15 pm in the City Council Chambers.

Sustainability Advisory Committee:
Term: No expiration date.
Members: Minimum of 5 members, no more than 11 members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan.
Duties: To advise and assist the City in establishing a written Sustainability and Resiliency Plan.
Meetings: Monthly on the 1st Thursday of the month at 6 pm.

Utilities Advisory Board:
Term: 3 years.
Members: 5 members appointed by City Council.
Duties: To advise City Council on matters relating to utility subjects.
Meetings: As needed at 6 pm in the City Council Chambers.

==========
All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

****

THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Legislation Details (With Text)

File #:	19-86	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Council Busines
File created:	2/27/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Consider the Donation application for Cocoa Youth Athletics, Inc. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Youth Athletics Donation app.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2019
Agenda Date: March 13, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Donation application for Cocoa Youth Athletics, Inc.

BACKGROUND:

Cocoa Youth Athletics, Inc. submitted a donation application to help assist youth with scholarships for the upcoming 2019. These scholarships will help with their player fees and uniforms/equipment.

Cocoa Youth Athletics, Inc. is a newly formed non-profit organization whose mission is to teach youth the fundamentals of football and cheerleading in an organized and safe environment. Additionally, they want to instill the ideals of good sportsmanship, fair competition, self-confidence, and the importance of good health to the participants.

They are requesting a donation of $1,000 and they anticipate this to serve approximately 200 participants.

Each fiscal year, each Councilmember is allotted $750 and can choose whether or not to donate any of their portions to applicants. If all members wish to contribute, each would be using $200 of their allotment, leaving each member a balance of $550.00.

To date, all members of Council have the full $750.00.

The donation application and packet submitted is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted Yes
Account Name: Promotional Activities
Account Number: 001-1000-511.48-00
Amount: $1,000

PREVIOUS ACTION:

Donation applications have been approved in the past if the applicant meets all of the criteria and per Council approval.

RECOMMENDED MOTION:

Consider the Donation application for Cocoa Youth Athletics, Inc

DONATION APPLICATION REQUESTS:

PURPOSE:

In accordance with the City Charter, there must be a "municipal purpose" in order to be eligible to receive a donation. The donation is designed to assist organizations that build relationships and enhance the Cocoa community. A maximum of $1,000 may be awarded, based on funding availability, per fiscal year for local projects and programs. It is the goal of the City Council that funding these programs will promote stronger and healthier neighborhoods.

ELIGIBILITY:

Any organization **that serves Cocoa residents**, may apply.

- Organization is in good standing and licensed to do business in Florida;
- Provides a service beneficial to the citizens of the City of Cocoa;
- Does not receive funding from any other City source e.g. CDBG funds, RDA funds;
- Has not already been awarded funding within the same fiscal year;
- Organization has not violated terms of previous fiscal year awards;
- Organization does not have any past due fees and taxes owed to the City.

Funds provided by the City are not intended to be used for cash scholarships, sub-grants, or sub-awards. They are to be used by the organization applicant. To clarify, however, membership scholarships for needy children, such as Little League, would be eligible. In-kind services from the City that may be requested include, but are not limited to, the following:

- Personnel time (police, fire, public works personnel);
- Waiver of fees for permits, banners, rental of facilities;
- Use of City equipment.

Donations are on a first come, first serve basis whether in-kind or monetary and the maximum amount awarded to any recipient is $1,000 per fiscal year. If the donation is in-kind, upon Council approval the requested funds will be transferred to the appropriate account to cover the costs of the donation.

PROJECT SELECTION:

Applications will be scored on the criteria contained in the application. A minimum score of 45 points must be obtained to be eligible to receive funding. Please make sure that all requested information is provided at the time of submittal. Successful applications will:

- Provide a service to Cocoa residents that enhance the community;
- Provide proof of non-profit status;
- Submit a Use of Funds Statement outlining the request from the City, statement of project impact, goals, and objectives as outlined in the Grant Application;
- Spend allocated funds within the specified fiscal year;

- Appoint a point of contact;
- Involve Cocoa residents whenever possible;
- Provide an After Action Statement, along with a Material Purchases Schedule identifying how City funds were expended.

Funds donated by the City are to be used for the sole purpose delineated in the submitted application unless unforeseen circumstances arise which affect the use of donated funds (e.g. natural or man-made disaster). The organization will be responsible for reporting any changes to the application to the City Clerk as soon as possible. If the monetary donation was for a special event and the event is canceled due to events outside of the organization's control such as inclement weather and the event cannot be rescheduled, the City Manager will have the authority to waive repayment requirements. The City Manager will have the discretion to request the reimbursement of City funds if the organization's justification for the change is not reasonable. If the City's donation was for in-kind staff time and the event is re-scheduled, the organization will have to coordinate with staff and the donation may not be possible.

Failure to adhere to the above requirements will result in denial of future application requests and possible forfeiture of funds already committed.

APPLICATION DEADLINE:

As of the initial date of adoption of this policy, the City Manager, through his designee, the City Clerk, will handle the processing of requests for any monetary contributions or donations. Each applicant must submit a Donation Application Request (Appendix C) with all attachments directly to the City of Cocoa's City Clerk's Office. All requests submitted directly to the City Council will not be considered for eligibility but will be referred to the City Clerk's Office for an application.

Carie Shealy, City Clerk
65 Stone Street
Cocoa, FL 32922

Requests for a monetary contribution for a special event must be submitted to the City Clerk's Office a minimum of 60 days prior to the date of the event. The Donation Application Request does not eliminate the need to complete a Special Events application. The City's Special Events application is required for planning and coordinating purposes, not donations.

Donation Application Request forms will be accepted on a first-come, first-served basis and will be reviewed internally by an employee of the City Clerk's Office, the Finance Department, and OMB. Those applications that meet the minimum criteria will be submitted to the City Attorney to insure that the contribution request is consistent with the City Charter and applicable law. Requests that meet **ALL** minimum criteria will be forwarded to the City Council for action. The Council shall have the sole and absolute discretion to approve or deny any donation request. An applicant whose application does not meet the minimum criteria will be notified in writing that the request will not be forwarded to the City Council for further action. Any questions or comments please call (321) 433-8484.

Please refer to *OMB Policies & Procedures, Section III. Specific Policies, B. Donation Policy* for more information. Adopted by Cocoa City Council 04/11/2006.

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Cocoa Youth Athletics Corporation

Project Name: Bringing Back TIGER Pride (Youth football & Cheerleading

		YES	NO
1	Completed Application	X	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	X	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	X	
4	Exhibit C - Project Objectives	X	
5	Exhibit D - Use Of Funds Statement	X	

Please send original application with requested attachments to:

City of Cocoa
Carie Shealy, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at 433-8484. Thank You.

65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Cocoa Youth Athletics Corporation

FEDERAL ID #: 85-8017614722C-1

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: P.O. Box 236752

CITY/STATE: Cocoa **ZIP:** 32922

CONTACT PERSON: Samuel Clayborn **TITLE:** President

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321-576-8570 **FAX #:**

EMAIL ADDRESS: cyeaop@gmail.com

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: $2000

PROJECT INFORMATION:

NAME OF PROJECT: Cocoa Youth Athletics Corporation - Bring Back TIGER PRIDE!

TOTAL PROJECT COST: $ 1000

AMOUNT OF MONETARY REQUEST: $ 1000

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF IN-KIND REQUEST: $ 1000

COUNCIL DISTRICT:

[X] CITYWIDE [ ] DISTRICT 1 [ ] DISTRICT 2
[ ] DISTRICT 3 [ ] DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 200

 # OF COCOA RESIDENTS TO BE SERVED: 200

(20 POINTS)

NEW PROGRAM?: [X] YES [ ] NO (10 POINTS)

EXPANDED PROGRAM?: [ ] YES [ ] NO

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes X No_____ If yes, briefly describe. (10 POINTS)

The Executive and Operational Boards of Cocoa Youth Athletics Corporation are residents of Brevard County with a deep dedication and connection to the youth of the City of Cocoa. Some members are former players of the Cocoa youth football and cheer league of years ago. Some members help coach and volunteer at the high school level. We are a humble group that want to change the lives of the youth we will serve and the City we live.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

Our Board comes with years of experience from management, coaching, teaching, medical and law enforcement. Our project is just kicking into high gear and about 25% complete as we have become the newest member of Brevard County Youth Football & Cheer Assoc. These funds will assist youth with scholarships to participate in the upcoming 2019 season. (Opening season starting August 1).

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Samuel Clayborn, President — 2/21/19

Signature of Authorized Representative **Date**

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

OCT 16 2018
Date:

COCOA YOUTH ATHLETICS CORPORATION
PO BOX 236752
COCOA, FL 32926-6752

Employer Identification Number:
83-1853127
DLN:
26053674005518
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
September 6, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

0000023 11/01/18

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8017614722C-1	10/23/2018	10/31/2023	501(C)(3) ORGANIZATION

This certifies that

COCOA YOUTH ATHLETICS CORPORATION
365 COUNTRY LANE DR
COCOA FL 32926-5384

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: Cocoa Youth Athletics Corporation
Fiscal Period: January 2019 - December 31, 2019

INCOME	AMOUNT
Support	
Govt. grants	$
Foundations	$
Corporations	$ 2442.30
United Way	$
Individual contributions	$
Fundraising efforts	$ 850.00
Membership income	$ 598.00
In-Kind support	$
Investment income	$
Other (specify	$
	$
	$
Revenue	
Govt. contracts	$
Earned Income	$
Other (specify)	$
	$
TOTAL INCOME	$ 3890.30

EXPENSES	AMOUNT
Salaries and wages	$
Insurance and Benefits	$
Professional fees	$ 275.00
Fundraising costs	$ 526.38
Travel	$
Equipment	$
Printing fees	$ 30.00
Telephone/Utilities	$
Postage	$
Rent	$
In-Kind expenses	$ 25.00
Depreciation	$
Other (specify)	$
	$
TOTAL EXPENSES	$ 1056.38

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

PROJECT IMPACT (EXHIBIT C)

1. Why is this project needed?

Youth football and cheer have always been a part of the City of Cocoa. This program is needed to bring our youth back from the streets and into positive and healthy programs that will benefit and help change their outlook in life.

2. How quality of life for Cocoa residents will be enhanced?

Cocoa Youth Athletics Corporation (CYAC) mission is to teach youth the fundamentals of football and cheerleading in a supervised, organized and safe environment. We believe that with a vision to teach youth the ideals of good sportsmanship, fair competition and self-confidence will benefit them in the hope of building a better quality of life. CYAC believes that by having this league, provides the opportunity for children and parents to learn to be community servants and citizens of this great city. CYAC wants to be an outlet for youth to learn teamwork, accountability and academics.

3. How the project is unique to the Cocoa Community?

This league is unique in that it works year around to partner with other organizations to provide more opportunities for children to get out and do something positive in the community. We want to work with other organizations on an academic and sports level.

4. How the project meets an unmet need in the community?

Youth football and cheerleading has not been in the City of Cocoa in over four or five years. Our youth have had to travel 10 – 15 miles away, just to participate in other leagues in surrounding areas. Bringing back this program gives youth an outlet for physical activity outside of the house, away from social media and the ability to travel within 5 miles away from their homes. It gets them active in learning and participating in outdoor activities that can benefit their health and mind-set.

5. Education and information benefits?

CYAC is working to partner with other organizations that currently have programs for educational benefits, i.e. Cocoa PAL, Parks & Rec after-school programs, etc. CYAC hopes to have a more permanent building in order to provide these types of services at the field on a regular basis.

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: 02/07/2019

Project Dates: 04/01/2019

Organization: Cocoa Youth Athletics Corporation

Project: Bringing Back TIGER PRIDE!

1.) Please list the in-kind services requested from the City, along with the dates and times required: Cocoa Youth Athletics Corporation (CYAC) is requesting $1000 for in-kind donations for 14 youth that are financially needy.

Funds are needed by April 1, 2019.

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases: Cocoa Youth Athletics Corporation is in need of $1000, to purchase 14 uniforms and equipment for youth that are financially needy. Uniforms and equipment will be purchased from Riddell to include helmet, shoulder pads, shirt and pants. Approximate cost is $90-$110 per participant.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Alicia Thomas
Project Administrator

2/21/2019
Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Sherrie Smith
Project Financial Officer

2/21/19
Date

City of Cocoa
After Action Statement
(To be submitted after completion of project/event)

Date: 02/07/2019 **Project Dates:** 04/01/2019

Organization: Cocoa Youth Athletics Corporation **Project:** Bringing Back TIGER PRIDE!

1.) Provide a follow-up to the event, including a description and success of the activity, attendance, etc: _____

2.) Were the Cocoa provided monetary funds and/or in-kind services helpful? _____

3.) Additional Comments: _____

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Project Administrator	Date	Project Financial Officer	Date

Attach any back up documentation, pictures, newspaper stories, etc.

City of Cocoa

Material Purchases Schedule

To be attached when utilizing City of Cocoa funds to purchase or rent materials

Submit with the After Action Statement

Date: _____

Grantee: _____ Project: _____

Vendor Name	Vendor Invoice #	Check # and Date	Project Cost	General Description

TOTAL $ _____

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

X: _____ _____

Project Administrator Date

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

X: _____ _____

Project Financial Officer Date

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Cocoa Youth Athletics Corporation Project Name: Bringing Back TIGER Pride

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	Yes [✓] No [ ]	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	Number [200]	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	Yes [✓] No [ ]	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	Yes [✓] No [ ]	20

6. COMMENTS:

_____

_____

_____

_____

_____

Total Score 110

Minimum threshold met?: Yes [✓] No [ ]

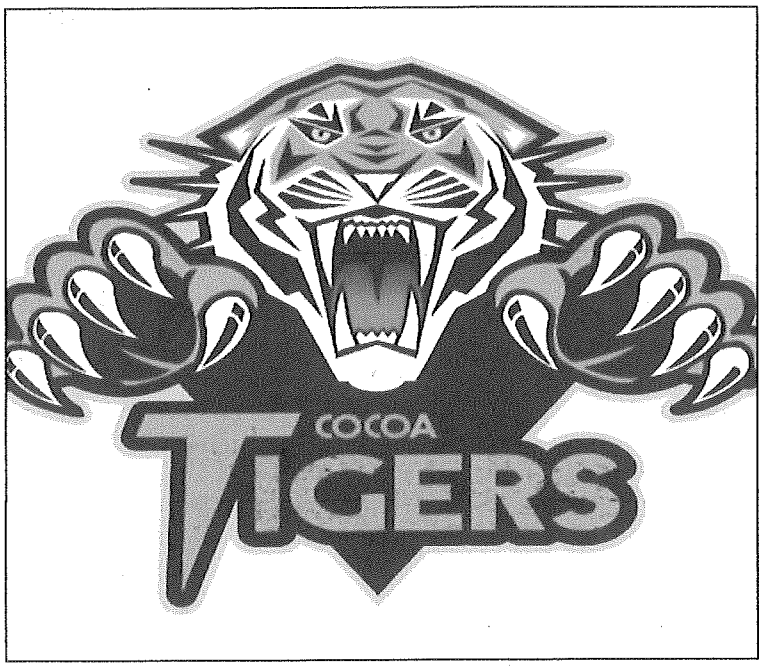
Forwarded to City Attorney for review: Yes [ ] No [ ] Date: 2/25/19

Meets municipal purpose?: Yes [ ] No [ ]

City Council: _____ **Approved:** Yes [ ] No [ ]

Approved 04/06

COCOA YOUTH ATHLETICS, INC.



"Started from the bottom NOW WERE HERE!"

www.cyacfl.com

Founded: September 2018



COCOA YOUTH ATHLETICS CORPORATION

Incorporated: September 2018

www.cyacfl.com

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   b. Equipment inventory

INTRODUCTION

TO:	Brevard County Youth Football & Cheerleading Assn.
FROM:	Samuel Clayborn, President, Cocoa Youth Athletics Corp.
DATE:	January 20, 2019
RE:	Request for Membership for 2019 Season

President
Samuel Clayborn

1st Vice President
Winfred Strickland

2nd Vice President
Floyd Joiner

Secretary
Alicia Phillips

Treasurer
Sherria Smith

VP of Tackle
Craig Spencer

VP of Cheerleading
Angela Dorsey

Dear Brevard County Youth Football & Cheerleading Association,

We are the newly formed Cocoa Youth Athletics Corporation (CYAC), a non-profit organization whose mission is to teach youth the fundamentals of football and cheerleading in a supervised, organized and safe environment. We want to institute the ideals of good sportsmanship, fair competition and self-confidence and the importance of good health.

Under the leadership of our President, Samuel Clayborn, we are requesting to become the newest member of the BCYFCA for the 2019 Football & Cheerleading season.

The CYAC Executive Board is listed on the left as well as in the attached presentation. The colors are orange, black, white and gray. Our mascot will be a tiger or tiger paw (uniform renderings attached). Our home field will be located at Don "Mo" Stradley Park, located at 1881 Rosetine Street, Cocoa, Fl 32926. The most recent Profit & Loss statement as of December 31, 2018.

If all meets your requirements and expectations, please let me know when your next meeting will be for new memberships.

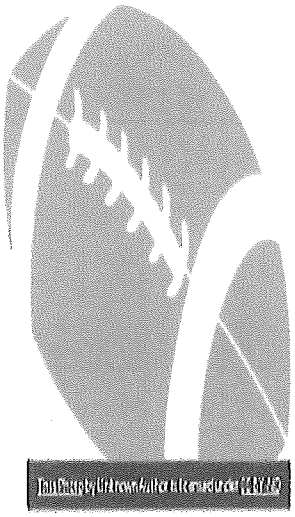
Thank you in advance,

Samuel Clayborn

Samuel Clayborn, President
Cocoa Youth Athletics Corporation
P.O. Box 236752
Cocoa, Fl 32926
(321) 576-8570

COCOA YOUTH ATHLETICS CORPORATION

- Mission
  - To teach youth the fundamentals of football or cheerleading and to provide a supervised, organized and safe opportunity to play any sport free of adult influence.
  - To teach youth the ideals of good sportsmanship, fair competition, self-confidence and the importance of good health through physical fitness.



CYAC VISION STATEMENT

- CYAC is committed to impacting our community in a positive way by building strong relationships through education, athletics and mentoring.
- CYAC is committed to promoting student educational achievement by preparation and tutoring, striving for educational excellence in the classroom as well as on the field/court.
- CYAC is dedicated to building strong trusting relationships, positive attitudes, discipline and life skills within our youth through tutoring/mentoring programs.
- The Athletic programs play an essential role in teaching students to conduct themselves with honesty and integrity, make sacrifices, strive for excellence, persevere through adversity, and compete with dignity and pride while developing a commitment to teamwork and service our community.

CYAC EXECUTIVE BOARD

President: Sam Clayborn 365 Country Lane Cocoa, Fl 32926 Cell: 321-576-8570 Work: 321-752-0332 Email: sclayborn4@gmail.com cyeaop@gmail.com	**1st Vice President:** Winfred Strickland 3879 Kennedy Circle Cocoa, Fl 32926 Cell: 321-624-6517 Email: Winfredstrickland37@yahoo.com	**2nd Vice President:** Floyd "Gator" Joiner 3826 Denton Circle S Cocoa, Fl 32926 Cell: 321-271-3634 Email: gatorjoiner@yahoo.com
Secretary: Alicia "Lisa" Phillips 1075 Sangria Circle Rockledge, Fl 32955 Cell: 321-208-6458 Work: 321-735-7597 Email: adphi66@gmail.com	**Treasurer:** Sherria Smith 1308 Moss Lane Cocoa, Fl 32922 Cell: 321- 536-4225 Work: 321-268-4200, ext. 3708 Email: tanky0107@gmail.com	**Mailing Address:** Cocoa Youth Athletics Corp. P.O. Box 236752 Cocoa, Fl 32922 **Field Location:** Don "Mo" Stradley Park 1881 Rosetine St. Cocoa, Fl 32922

OPERATIONAL BOARD

Vice President of Tackle:	Craig Spencer	Phone: 321-265-0878
Vice President of Cheer:	Angela "Teresa" Owens	Phone: 321-271-7777
Director of Registration:	Jennifer Phillips	Phone: 321-255-9065
	Netalya Chapel, Asst.	Phone: 321-591-3318
Director of Marketing/Media:	Rae Kameka	Phone: 305-804-2903
Director of Cheerleading:	CeCe Brayboy	Phone: 407-353-7780
	Brenda Battle, Asst.	Phone: 321-543-5780
Director of Finance:	Florence Torbert	Phone: 321-609-0467
Director of Concessions:	Louise Battle	Phone: 321-480-8395
	Julie Clayborn, Asst.	Phone: 321-987-8068
Director of Facilities:	Marcus Williams	Phone:321-417-8625
Director of Team Mom/Dad:	LaToya DeJesus	Phone: 321-987-7234
Director of Safety & Equipment:	Anthony "Tony" Williams	Phone: 321-604-5763
	Rashad Williams, Asst.	Phone: 321-271-4269
Director of Fundraising:	Eugene Buckner	Phone: 321-412-5250
	Nikki Jordan, Asst.	Phone: 321-305-7517
Flag Coordinator:	Harold Knowles	Phone: 321-301-9593
Flag Commissioner:	Carlos Cole	Phone: 321-917-7553
Volunteer Coordinators:	Cynthia Moore	Phone: 321-567-4638
	Teknika Ingram	Phone: 321-208-2144
Event Coordinator:	Nichelle Kameka	Phone: 321-863-4440

DIVISIONAL HEAD COACHES

Flag	Open
Jr. Rookies	Coach Terry Woodard
Rookies	Coach Harold Knowles
Mighty Mites	Coach Rashad Williams
Peewee	Coach Winifred Strickland
Bantam	Coach Tay Weaver
Jrs.	Coach Chop Jordan
Srs.	Coach Marcus Williams
Cheer	Open
Cheer	Open
Cheer	Open

INCORPORATION DOCUMENTS

State of Florida
Department of State

I certify from the records of this office that COCOA YOUTH ATHLETICS CORPORATION is a corporation organized under the laws of the State of Florida, filed electronically on September 06, 2018, effective September 05, 2018.

The document number of this corporation is N18000009666.

I further certify that said corporation has paid all fees due this office through December 31, 2018, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 180910152532-500317975535#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Tenth day of September, 2018

Ken Detzner
Secretary of State

Electronic Articles of Incorporation For

COCOA YOUTH ATHLETICS CORPORATION

N18000009666
FILED
September 06, 2018
Sec. Of State
dlokeefe

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

COCOA YOUTH ATHLETICS CORPORATION

Article II

The principal place of business address:

P.O BOX 236752
COCOA, F. U 32926

The mailing address of the corporation is:

P.O BOX 236752
COCOA, F. U 32926

Article III

The specific purpose for which this corporation is organized is:

OUR PURPOSE IS TO IMPACT OUR COMMUNITY FOR THE BETTER EDUCATION AND ATHLETICS

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

SAMUEL CLAYBORN SR.
365 COUNTRY LANE DRIVE
COCOA, FL. 32926

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: SAMUEL CLAYBORN



Detail by Entity Name

Florida Not For Profit Corporation
COCOA YOUTH ATHLETICS CORPORATION

Filing Information

Document Number	N18000009666
FEI/EIN Number	NONE
Date Filed	09/06/2018
Effective Date	09/05/2018
State	FL
Status	ACTIVE

Principal Address

P.O BOX 236752
COCOA, F 32926 U

Mailing Address

P.O BOX 236752
COCOA, F 32926 U

Registered Agent Name & Address

CLAYBORN, SAMUEL, SR.
365 COUNTRY LANE DRIVE
COCOA, FL 32926

Officer/Director Detail

Name & Address

Title P

CLAYBORN, SAMUEL, SR.
365 COUNTRY LANE DRIVE
COCOA, FL 32926 UN

Title VP

WINFRED, STRICKLAND, SR.
3879 KENNEDY CIRCLE
COCOA, FL 32926

Title SEC

SHERRIA, SMITH

Sadler Sports: Amateur Teams / Leagues Insurance Plan

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ DD/ YYYY)
11/21/2018

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

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

PRODUCER	CONTACT NAME: Sports Dept
SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	PHONE (A/ C, No. Ext): 800-622-7370 | FAX (A/ C, No): 803-256-4017 E- MAIL ADDRESS: amateur@sadlersports.com PRODUCER CUSTOMER ID#:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cocoa Youth Athletics Corporation CYAC PO Box 236752 Cocoa, FL 32926 Application ID: 246539 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	

COVERAGES **CERTIFICATE NUMBER** **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.

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/ YYYY)	POLICY EXP (MM/ DD/ YYYY)	LIMITS	
A	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			6BRPG0000006430900	12:01AM ET 12/01/2018	12:01AM ET 12/01/2019	EACH OCCURRENCE	$1,000,000
							DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability)	$1,000,000
							MEDICAL EXPENSES (other than participants)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE (other than Products- completed Operations)	$5,000,000
							PRODUCTS- COMP/ OP AGG	$1,000,000
							LEGAL LIAB TO PARTICIPANTS	$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS (not provided while in Hawaii) ☑ NON- OWNED AUTOS (not provided while in Hawaii)			6BRPG0000006430900	12:01AM ET 12/01/2018	12:01AM ET 12/01/2019	COMBINED SINGLE LIMIT (Ea Accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/ N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			N/ A			☐ WC STATUTORY LIMITS ☐ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EOMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	**MEDICAL PAYMENTS TO PARTICIPANTS**			6BRPG0000006430900	12:01AM ET 12/01/2018	12:01AM ET 12/01/2019	EXCESS MEDICAL	$25,000
							AD&D	NONE
							DEDUCTIBLE	$100

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

RE: COVERED SPORTS Cheerleading - Youth 12 & Under, Football (Tackle & Contact Flag) 12 & Under,

Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement - $100,000

High Brain Injury Sports - For Deck/ Floor/ Field Hockey, Roller Hockey (quad), Cheerleading (age 19 & under); Lacrosse (age 19 & under); Tackle and contact football (age 19 & under), Soccer (age 19 & under), Water Hockey (age 19 & under),Wrestling (age 19 & under), and Umpire/ Referee Associations for the above High Risk Concussion Sports, the Legal Liability to Participants (LLP) limit will be limited to $1,000,000 regardless of general liability occurrence limits purchased.

CERTIFICATE HOLDER	CANCELLATION
EVIDENCE OF COVERAGE	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

Coverage is only extended to U.S. events and activities
** NOTICE TO TEXAS INSUREDS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

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The ACORD name and logo are registered marks of ACORD

FINANCIALS

0000023 11/01/18

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8017614722C-1	10/23/2018	10/31/2023	501(C)(3) ORGANIZATION

This certifies that

COCOA YOUTH ATHLETICS CORPORATION
365 COUNTRY LANE DR
COCOA FL 32926-5384

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

2019 Cocoa Youth Athletics Corporation Budget

ITEM		Est. Cost	
OFFICE SUPPLIES			
		$2,000.00	$2,000.00
Concessions			
		$2,000.00	$2,000.00
Equipment			
	Helmets	$25,000.00	
	Shoulder Pads	$42,000.00	
	Mouth pieces	$110.00	
	Label maker	$20.00	
	Jersey/pants	$5,600.00	
	Decals for helmets	$1,300.00	
	Socks	$800.00	
		$74,830.00	$74,830.00
Cheer			
	Uniforms	$9,000.00	
	Pompoms	$2,100.00	
		$11,100.00	$11,000.00
Facility			
	Scoreboard	$3,000.00	
	Light cards	$1,500.00	
	Field paints/equipment	$800.00	
	Restroom supplies	$1,000.00	
		$6,300.00	$6,300.00
Miscellaneous		$2,000.00	$2,000.00
Grand Total			**$98,130.00**

Cocoa Youth Athletic Corporation
Income Statement
September 26-November 13, 2018

Membership fees		$ 598.00
Sponsorship		$ 850.00
Other Income		$ 2,442.30
		$ 3,890.30

Non profit application	$ (275.00)		
Donation to the church for r	$ (25.00)		
Sam's Club membership	$ (100.00)		
Startup cash for fish fry	$ (200.00)		
Signs	$ (30.00)		
Supplies	$ (426.38)		
	$ (1,056.38)		
Total Expenses		$	(1,056.38)
	Bal	$	2,833.92

INVENTORY & EQUIPMENT

CISCO ATHLETIC CUSTOM MOCK UP

MADE IN USA

Customer: Tigers Football 2018 | Date: 9/25/18 | Sales Rep: Wayne | Artist: BC

Colors

- Black
- Orange
- White

Fonts

BATMAN



Please be aware that this mockup is a general representation of the actual garment, not an exact replica. Most importantly, the colors that appear on your screen may look different that the actual colors. If you are particular about color or shade, please allow enough time for us to mail color swatches.

ATTENTION: This free mockup is the exclusive property of Cisco, Inc. If/when you place an order with us it becomes your property and you may do with it what you wish. Until then, you may NOT share this mockup with other vendors in an effort to obtain similar styles/designs from them. Thank you.

Coach Williams (Ref.#4686.11950.2)

Men's Beast Pro Pant
Football



112-012

UNIFORM STORE

NOTE:

PLEASE REVIEW THIS GRAPHIC CAREFULLY BEFORE APROVING. We do not take responsibility for missing or misplaced elements on it.
Colors shown in this image are used as a guide and may not depict accurately the color tone on the final product.
Actual colors may vary between screen, print and fabric itself.
Custom colors will vary from screen to print to sublimation.
Request your custom color swatch prior to ordering to ensure the correct color is used.
Sublimated pieces will have a white color interior and in may be noticeable on the outer stitching of the garment, specially with dark colors.

CYAC INVENTORY

CYAC INVENTORY

ITEM:	Qty.
Revo Speed Classic Yth Helmet	50
Victor-I Youth Helmet	150
Total Helmets	200
Riddell Pursuit Shoulder Pad 3x	15
Riddell Pursuit Shoulder Pad 2x	25
Riddell Pursuit Shoulder Pad 1x	25
Quest Shoulder Pad (40) XS	15
Quest Shoulder Pad (60) SM	30
Quest Shoulder Pad (80) MD	45
Quest Shoulder Pad (100) LG	45
Total Shoulder Pads	200
Uniforms:	
Shirts	200
Pants	200
Cheerleading Uniforms:	50

Legislation Details (With Text)

File #:	19-70	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	2/12/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Approval of a Resolution Amending the FY 2019 Budget to fund a Part-Time Recording Secretary position in the City Clerk's office through the use of General Fund Contingency. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2019.pdf Recording Secretary memo.pdf BAF 19-062 -AS-Recording Secretary (3-13-19)~ Agenda 19-070.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 12, 2019
Agenda Date: March 13, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approval of a Resolution Amending the FY 2019 Budget to fund a Part-Time Recording Secretary position in the City Clerk's office through the use of General Fund Contingency.

BACKGROUND:

The City of Cocoa currently has approximately eleven boards that require a recording secretary in order to transcribe minutes of the meeting. Currently, the Assistant City Clerk and Community Services Technician stay after hours and serve as the Recording Secretary for most of these boards, with the exception of the Code Enforcement Board, Utilities Advisory Board, and the Pension Boards.

The Assistant City Clerk currently covers the following meetings (in addition to City Council related meetings):

- Planning & Zoning Board
- Board of Adjustment

The Community Services Technician covers:

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- Brownfields Advisory Committee
- Cocoa CRA
- Diamond Square CRA
- US 1 CRA
- Sustainability Advisory Committee

This is done in addition to their full-time hours for their regular positions. The Assistant City Clerk also is required to fill in for the City Clerk in her absence, and she does Special City Council meetings. Both of these positions are non-exempt (hourly), which result in these two employees accumulating an abundance of comp time, and/or overtime compensation.

At this time, we are requesting to reopen the position of Recording Secretary as a part-time position and increase the headcount in the City Clerk's Office Division of the Administrative Services Department. Upon filling the Recording Secretary, these meetings will be covered by the new position. This position would work 25 hours per week but would adjust their schedule weekly in order to comply with the meetings. On slower meeting weeks they would complete their minutes and other necessary work to support the Clerk's Office.
By adding this position, the City would also see a more consistent pattern with agendas, minutes, legal ads, meeting notices, etc., as this position would ultimately (after being fully trained) be responsible for this. Currently, there are several inconsistencies with minutes, agendas, and other processes. Having one centralized person to do the bulk of meeting preparation would be a great benefit. The Community Services Technician and Assistant City Clerk would continue to provide board support as backup when needed and the Assistant City Clerk would continue to fill in for the City Clerk and handle Special City Council meetings.

The City currently has a frozen position in the City Clerk's department which is a Part-Time Records Technician. If approved, this position will be unfrozen and renamed to Part-Time Recording Secretary. This position was not funded with the Fiscal Year 2019 Budget. City Staff is requesting approval of a Resolution Amending the FY2019 Budget through the use of General Fund Contingency to fund this position. The total budgetary impact with salary and benefits totals $8,213.

STRATEGIC PLAN CONNECTION:

Having this additional position will help to ensure the efficiency and effectiveness of all departments who participate and staff City board meetings.

BUDGETARY IMPACT:

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

Budget Adjustment Form #19-062

Amount Requested	$8,213
Account Number	001-1600-513.39-00
Account Name	Contingency

To Payroll Account Numbers:

001-1805-513.12-00 (Regular Salaries and Wages)	$7,073
001-1805-513.21-00 (FICA Taxes)	$542
001-1805-513.22-00 (Retirement Contributions)	$585
001-1805-513.24-00 (Workers' Compensation)	$13

Total Salary and Benefits: $8,213

PREVIOUS ACTION:

The City Clerk's office currently has a frozen Part-Time Records Technician position. In the past, the City has unfrozen and re-named positions when needed to benefit the current needs of the department.

RECOMMENDED MOTION:

Approval of a Resolution Amending the FY 2019 Budget to fund a Part-Time Recording Secretary position in the City Clerk's office through the use of General Fund Contingency.

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the day of , 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Office of the City Clerk

65 Stone Street I Cocoa, FL 32922

Phone: (321) 433-8480 I Fax: (321) 433-8455

TO: **John A. Titkanich, Jr., AICP, ICMA-CM**
THROUGH: **Tammy Gemmati, Administrative Services Director**
FROM: **Carie Shealy, MMC, City Clerk**
DATE: **January 30, 2019**

RE: **Request to Increase Headcount for Part-Time Recording Secretary**

The City of Cocoa currently has approximately eleven boards that require a recording secretary in order to transcribe minutes of the meeting. Currently, the Assistant City Clerk and Community Services Technician stay after hours and serve as the Recording Secretary for most of these boards, with the exception of the Code Enforcement Board, Utilities Advisory Board, and the Pension Boards.

The Assistant City Clerk currently covers the following meetings (in addition to City Council related meetings):

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- Board of Adjustment

The Community Services Technician covers:

- Brownfields Advisory Committee
- Cocoa CRA
- Diamond Square CRA
- US 1 CRA
- Sustainability Advisory Committee

This is done in addition to their full-time hours for their regular positions. The Assistant City Clerk also is required to fill in for the City Clerk in her absence, and she does Special City Council meetings. Both of these positions are non-exempt (hourly), which result in these two employees accumulating an abundance of comp time, and/or overtime compensation.

At this time, we are requesting to reopen the position of Recording Secretary as a part-time position and increase the headcount in the City Clerk's Office Division of the Administrative Services Department. Upon filling the Recording Secretary, these meetings will be covered by the new position. This position would work 25 hours per week but would adjust their schedule weekly in order to comply with the meetings.

On slower meeting weeks they would complete their minutes and other necessary work to support the Clerk's Office.

By adding this position, the City would also see a more consistent pattern with agendas, minutes, legal ads, meeting notices, etc., as this position would ultimately (after being fully trained) be responsible for this. Currently, there are several inconsistencies with minutes, agendas, and other processes. Having one centralized person to do the bulk of meeting preparation would be a great benefit. The Community Services Technician and Assistant City Clerk would continue to provide board support as backup when needed and the Assistant City Clerk would continue to fill in for the City Clerk and handle Special City Council meetings.

City of Cocoa Budget Adjustment Form FY 2019 - 19-062

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1601 | DATE PREPARED: 02/27/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 8,213)	001-1600-513.39-00		CONTINGENCY	$ 498,192	$ 449,938	$ 441,725	$ 441,725
$ 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
($ 8,213)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 7,073	001-1805-513.12-00		REGULAR SALARIES AND WAGES	$ 142,619	$ 142,619	$ 149,692	$ 92,673
$ 542	001-1805-513.21-00		FICA TAXES	$ 11,350	$ 11,350	$ 11,892	$ 7,338
$ 585	001-1805-513.22-00		RETIREMENT CONTRIBUTIONS	$ 11,839	$ 11,839	$ 12,424	$ 7,715
$ 13	001-1805-513.24-00		WORKERS' COMPENSATION	$ 460	$ 460	$ 473	$ 303
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 8,213	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

City Staff is requesting Council to fill a Part-Time Recording Secretary position, which was unbudgeted for FY19 (justifcation memo is attached to agenda). City Staff is requesting approval of a Resolution Amending the FY2019 Budget through the use of General Fund Contingency to fund this position. The total budgetary impact with wages and taxes totals $8, 213. Agenda 19-070

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 03/12/19 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.

2/27/19	Carie Shealy (Digitally signed by Carie Shealy)	3/1/19	Lea Taylor (Digitally signed by Lea Taylor Date: 2019.03.01 12:10:52 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/27/19	Tammy Gemmati (Digitally signed by Tammy Gemmati)	3/1/19	Lora Howell (Digitally signed by Lora Howell Date: 2019.03.01 13:30:31 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	19-83	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	2/25/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Council approval of a Resolution amending the Fire Inspection Fee Schedule and approval of the new schedule for fire inspection fees Exhibit A. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2019-____ Fire Inspection Fee Schedule.docx.pdf Fire Inspection Fee Schedule Exhibit A 2 .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 25, 2019
Agenda Date: March 13, 2019
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Council approval of a Resolution amending the Fire Inspection Fee Schedule and approval of the new schedule for fire inspection fees Exhibit A.

BACKGROUND:

The most recent change to the schedule for fire inspection fees occurred on January 10, 2017. The City Code of Ordinances Chapter 6, Buildings, Construction and Property Regulations, Article I. Building and Construction, Division 2, Fire Protection and Prevention, Section 208 Fire Inspection Fees allows for the City to establish a fee for periodic fire inspections and fines for non-compliance of the Florida Fire Prevention Code and City Code of Ordinances.

Since the establishment of the schedule for fire inspection fees on January 10, 2017 and beginning to conduct periodic fire inspections of existing buildings within the City we have identified a need to make a change for the initial fire inspection fee charged for occupancies that require an annual fire inspection by State of Florida regulations. The number of occupancies requiring the annual inspection was initially underestimated and has impacted our ability to provide routine inspections of other occupancies and uses within the City. Where normally a business may be inspected every two to three years due of their community risk rating, businesses requiring an annual inspection per state regulations are required to have a fire inspection as part of that process. The annual inspection process restricts the number of (new) existing building inspections our fire inspector can complete in a given time period.

The change establishes an annual inspection fee for occupancies requiring an annual inspection in accordance with State of Florida regulations. It also lists what the cost to a business is for the second, third and additional re-inspections if an unresolved violation exists. (Exhibit A).

STRATEGIC PLAN CONNECTION:

Public Safety - Life safety inspections help protect the lives of our firefighters, citizens and visitors to our community.

BUDGETARY IMPACT:

With the implementation of the new fee schedule, the budgetary impact to General Fund Revenue is unknown at this time. Should there be substantial revenues collected, we will return to City Council to Amend FY19 Budgeted Revenues.

PREVIOUS ACTION:

Council approval of the schedule for fire inspection fees on January 10, 2017

RECOMMENDED MOTION:

Council approval of a Resolution amending the Fire Inspection Fee Schedule and approval of the new schedule for fire inspection fees Exhibit A.

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RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, RELATED TO FIRE PROTECTION AND PREVENTION; ADOPTING A MODIFIED SCHEDULE OF FIRE INSPECTION FEES IN ACCORDANCE WITH SECTION 6-208 OF THE CITY CODE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is subject to the Florida Fire Protection and Prevention Code pursuant to Chapter 633, Florida Statutes ('Fire Code"); and

WHEREAS, in furtherance of implementing the Fire Code, the City's fire department conducts fire inspections of buildings and is authorized by section 633.216(1), Florida Statutes to provide a schedule of fees to pay only the costs of inspections conducted pursuant to the Fire Code and related administrative expenses; and

WHEREAS, section 6-208 of the City Code provides that the City Council may determine, establish and adopt by resolution any fees necessary for the administration and enforcement of the Fire Protection and Prevention Code; and

WHEREAS, the fees established by this Resolution are necessary to defray some of the costs of inspections and administrative expenses incurred by the City in the administration and enforcement of the Fire Code; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa and its citizens to adopt this Resolution.

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

SECTION 1. Recitals. The aforesaid recitals are true and correct and hereby incorporated herein as a material part of this Resolution.

SECTION 2. Inspection Fees Adopted; Fire Department Authorized to Collect. The City Council hereby adopts the fire inspection fee schedule as specifically set forth in **EXHIBIT "A"** which is attached hereto and fully incorporated herein by this reference. The fire department is hereby authorized to impose and collect said fees as required by this Resolution and applicable provisions of the City Code.

SECTION 3. Repeal of Prior Inconsistent Resolutions. All prior resolutions or prior resolutions inconsistent with this Resolution are hereby repealed to the extent of the conflict.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution and/or Exhibit "A" is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC
City Clerk

Resolution 2019___
Exhibit A

The Schedule for Fire Inspection Fees is established in accordance with City of Cocoa Code of Ordinances Chapter 6. Buildings, Construction and Property Regulations, Article I. Building and Construction, Division 2. - Fire Protection and Prevention, Section 6-208 Fire Inspection Fees.

Fire Inspection Fees for all Commercial tenant or building occupancies. Fee based on square footage of space or building.

Fire Inspections

1. Initial inspection Fee: No charge *

2. First re-inspection (2nd Inspection)

   a. Findings – violations found on initial inspection are brought into compliance per schedule set by Inspector – No Charge
   b. Findings - violations have not been brought into compliance – will be charged the standard fee based on the fee schedule for the size of the building, as set forth below.

3. Second re-inspection (3rd Inspection)

   a. Findings – violations brought into compliance – charged the standard fee based on the fee schedule for the size of the building, as set forth below.
   b. Findings – violations have not been brought into compliance – will be charged a fee equal to twice the standard fee for the size of the building, as set forth below.

4. Additional re-inspections
   a. Findings – violations brought into compliance - will be charged a fee equal to twice the standard fee for the size of the building, as set forth below.
   b. Findings - violations have not been brought into compliance – After the 3rd re-inspection - will be charged a fee equal to twice the standard fee for the size of the building, as set forth below, or referred to the Code Enforcement Board, as determined by the authority having jurisdiction (the City).

5. Inspection fee per square footage of inspected structure:

Up to 3,000	$50.00
3,000 to 5,000	$60.00
5,001 to 10,000	$70.00

10,001 to 25,000	$80.00
25,001 to 50,000	$90.00
50,001 to 75,000	$100.00
75,001 to 100,000	$125.00
100,001 to 125,000	$150.00
125,001 to 150,000	$175.00
150,001 to 175,000	$200.00
175,001 to 200,000	$225.00
200,001 and up	$250.00

Plus $25.00 an hour after 4 hours

*****Fire Inspection Fee Schedule for Licensed Florida State Regulated Facilities that require an annual fire inspection. Such as, but not limited to Child Care facility, Alcohol and Drug Treatment facility, Adult Family Care facility, Individuals With Developmental Disabilities facility**.**

Initial Inspection Fee: $50.00

Re-inspection fees shall be in accordance with the Fire Inspection Fee Schedule for the appropriate size space or building.

Local Business Tax Receipt

1. New applications or applications indicating a change in occupancy use classification or business owner(s) will require a fire inspection before the Local Business Tax Receipt is issued.

Life Safety Occupancy Load Signs

1. All buildings that are considered an assembly per NFPA 1 shall have a Life Safety Occupancy Load Sign posted at all times. Life Safety Occupancy Load Signs shall be issued jointly by the Building Official and Fire Chief.

2. Business owners or their representatives are responsible for ensuring the Life Safety Occupancy Load Sign is posted and shall keep an accurate count of the number of persons in their building at all times.

    a. Finding – No sign posted - Fine $50.00

b. Not in compliance with occupancy load requirement for either the building or section of the building – Fine $100.00 plus must be brought into immediate compliance with occupancy load requirement.
c. Repeated violations – will be charged a fine equal to twice the fine in 2.b., directly above, for each occurrence, plus must be brought into immediate compliance with the occupancy load requirement.

Legislation Details (With Text)

File #:	19-84	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	2/26/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	Approve on First Reading an Ordinance NO. 02-2019: Amending City Code 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). (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 02-2019___-2019 Fire Protection Amendments.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 25, 2019
Agenda Date: March 13, 2019
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Approve on First Reading Ordinance amending City Code 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).

BACKGROUND:

After reviewing the findings of fire inspections throughout the City over the last two years and an analysis of the City Code of Ordinances the Fire Chief is recommending several changes to the City Code of Ordinances as follows:

Chapter 3.5, Section 3.5-5 Inspection and approval of system plans and equipment 1. Requires fire alarm systems, including devices and appliances be installed, tested and maintained in accordance with NFPA 71 National Fire Alarm and Signaling Code (Where required by occupancy type and/or square footage). 2. Fire alarms supervised by a central station shall be tested and maintained in accordance with NFPA 72, providing labeling and contact numbers (Where required by occupancy type and/or square footage). 3. Requires fire alarm signal received at central station to be verified and reported to emergency dispatch center within 90 to 120 seconds. 4. Requires building or business owner's authorized representative to respond within 45 minutes of alarm notification. 5. Requires a service directory, copy of current and past years records of testing and maintenance be on premises in an approved location and binder. 6. Provides that a key lock box may be required, maximum height for key box, must be UL listed and approved by Authority Having Jurisdiction (AHJ).

Section 3.5-8. Response to alarms: corrective actions: reports required: fees charged. c. Sets the rate schedule for fire department response to false alarms beginning with the third false alarm.

Section 3.5-9. Penalties (c.) Requires a fire watch to be established for failure to repair an inoperable or nuisance required fire alarm system.

Chapter 6 Building Construction and Property Regulations a. thru e. sets language for address number height, type and location in single and multi-unit buildings.

Chapter 13.5-32 Outdoor Fires, sets language restricting outdoor fires, defines type and size of containers that can be used for outdoor fires, defines a bonfire, allows for an open burning permit to be required AHJ.

Chapter 20 Traffic, Article III. Stopping, Standing and Parking - Section 20-52. Prohibits parking or obstruction within any designated fire lane on public or private property.

STRATEGIC PLAN CONNECTION:

Public Safety - Life safety inspections help protect the lives of our firefighters, citizens and visitors to our community.

BUDGETARY IMPACT:

With the implementation of the Fire False Alarm Fees, the budgetary impact to General Fund Revenues is unknown at this time. Should there be substantial revenues collected, staff will return to City Council to Amend the FY19 Budget.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve on First Reading Ordinance amending City Code 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).

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ORDINANCE NO. 02-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SEVERAL PROVISIONS OF THE CITY CODE REGARDING FIRE PREVENTION ACTIVITIES AND MATTERS AFFECTING THE RESPONSIBILITIES OF THE FIRE DEPARTMENT INCLUDING ALARM SYSTEMS, OPEN FIRES, NUMBERING OF BUILDINGS, FIRE LANES, AND OTHER MATTERS PERTAINING TO FIRE PREVENTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, numerous provisions of the City Code pertain to fire prevention activities and matters that affect the City's fire department; and

WHEREAS, the City's Fire Chief has identified several provisions of the existing City Code that his department is recommending be updated as more specifically set forth in this Ordinance; and

WHEREAS, upon recommendation from the City's Fire Chief, the City Council finds that this Ordinance is in the best interests of the public health, safety and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Amendments Chapter 3.5 of the City Code.** The City of Cocoa Code of Ordinances, Chapter 3.5 – Alarm Systems is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions; while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 3.5. It is intended that the text in Chapter 3.5 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 3.5 – ALARM SYSTEMS

* * *

Sec. 3.5-5. - Inspection and approval of system plans and equipment.

(a) No alarm system shall be installed within the city unless same is "underwriters laboratory approved" or equivalent as determined by the chief building inspector, prior to installation of the system.

(b) In the case of fire alarm system or devices, the following additional requirements shall be complied with:

~~(1) Fire alarm devices shall be subject to approval by the fire marshal.~~

~~(2) Plans and specifications for all fire alarm and sprinkler system supervision shall be submitted to the fire marshal and chief building inspector, prior to installation.~~

(1) Fire alarm systems, including all devices and appliances shall be installed, tested and maintained in accordance with NFPA 72 National Fire Alarm and Signaling Code.

(2) All fire alarm systems supervised by a central station shall be tested and maintained in accordance with NFPA 72 National Fire Alarm and Signaling Code. Central station shall provide and label the fire alarm panel a toll-free number, by which the fire department can contact the central station.

(3) Fire alarm signal received from the supervised station shall be verified and reported to the emergency dispatch center within 90 seconds to 120 Seconds.

(4) The supervised central station shall have a responsible person such as the building owner or business owner's authorized representative respond to the protected premises within 45 minutes upon notification.

(5) Service directory, including names and phone numbers who are responsible for the building and fire alarm system, copy of current and past year records of testing and maintenance shall be located in an approved three-ring book or located inside a document cabinet located near the fire alarm panel or at a location acceptable to the AHJ.

(6) Key box may be required by the police and/or fire department and located no higher than 6 feet from ground level. UL Key box shall be used and approved by the authority having jurisdiction.

* * *

Sec. 3.5-8. - Response to alarms; corrective actions; reports required; fees charged.

(a) For each response by the city police/department of fire rescue to an alarm, the department will cause a report to be filed, classifying the alarm as one (1) of the following:

(1) False alarm or system test with no notification.

(2) Valid alarm for cause designated.

(b) Upon the reception of a second false alarm within three (3) months the city police/department of fire rescue shall issue a written warning notice to the owner or lessee of the premises involved. The owner or lessee shall file a written report with the city police/department of fire rescue within five (5) working days indicating any and all measures taken to reduce false alarms.

(c) To defray the cost of responding to false alarms, the property owner or lessee of an alarm system shall pay to the city the following sums, as shown in the below schedule., ~~for each occasion that the alarm system is activated and responded to by the police and/or fire divisions in any of the following cases:~~

~~*False Alarm*~~	~~*Fee*~~

False Alarm Fee	**Police**	**Fire**
Alarm resulting from weather conditions:	No Charge	No Charge
First call in calendar year:	No Charge	No Charge
Second call in calendar year:	No Charge	No Charge
Third call in calendar year:	$50.00	$100.00
Fourth call in calendar year:	$60.00	$125.00
Fifth call in calendar year:	$70.00	$150.00
Sixth call in calendar year:	$80.00	$200.00
All additional alarms:	$100.00	$250.00

~~Alarm resulting from weather conditions ..... No charge~~

~~First call in calendar year ..... No charge (verbal warning)~~

~~Second call in calendar year ..... No charge (written warning)~~

~~Third call in calendar year ..... $50.00~~

~~Fourth call in calendar year ..... 60.00~~

~~Fifth call in calendar year ..... 70.00~~

~~Sixth call in calendar year ..... 80.00~~

~~All additional calls ..... 100.00~~

(d) Upon failure of an owner or lessee of a premises to pay a fee specified within ten (10) days, the chief of police/fire chief shall be authorized to disconnect or order the disconnection of the alarm system, and it shall be unlawful to reconnect or fail to disconnect such alarm system unless and until appropriate corrective action has been taken and such connection of an alarm system is authorized by the chief of police/fire chief. No disconnection or deactivation shall be ordered or made as to any premises required by law to have an alarm system in operation. The owner or lessee shall be responsible for all costs incurred in collecting the service fee including attorney's fees.

Sec. 3.5-9. - Penalties.

(a) It shall be unlawful for any person to violate or fail to comply with any of the provisions of this chapter and any violator shall be subject to the penalties provided in this chapter including fees for false alarms, disconnection of alarms, administrative costs and attorney's fees to enforce this chapter.

(b) Failure to correct malfunctions or pay such fines as applicable by this chapter will result in the police ~~or fire~~ department not being required to respond to the alarm location.

(c) Failure to make repairs to a nuisance or inoperable required fire alarm system shall require the property owner to establish an approved fire watch person(s) to remain at the faulty alarm location-building for 24 hours a day until such time the alarm system is repaired or as deemed necessary by the fire official. Failure to establish a fire watch person in a timely manner may result in the business being closed by the authority having jurisdiction until such time the alarm system is repaired.

Section 3. Amendments Chapter 6 Buildings, Construction and Property Regulations of the City Code. The City of Cocoa Code of Ordinances, Chapter 6 Buildings, Construction and Property Regulations is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions), while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 6. It is intended that the text in Chapter 6 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 6 – BUILDING, CONSTRUCTION AND PROPERTY REGULATIONS

*** * ***

DIVISION 5. – NUMBERING OF BUILDINGS

*** * ***

Sec. 6-502. - Owners to post numbers; number height.

~~It shall be the duty of the owner of any building facing, abutting, opening upon, or having its main entrance from any street, avenue, court, alley or drive in the city to have affixed to such building or paneled upon glass or some metallic surface suitable numbers composed of figures not less than three (3) inches in height, and the numbers thereof shall conform to and be in accordance with the system referred to in section 6-501.~~

(a) Address numerals shall be posted for all new and existing buildings and position to be plainly legible and visible from the street, road fronting the property.

(b) Building numbers shall be contrast in color with background, no higher than 15 feet from the ground level and no lower than 6 feet from ground level, be Arabic numbers and not less than four (4) inches in height for single-family and duplex residential structures and (6) inches or higher in height for apartment buildings, commercial, and other buildings, structures, or portions thereof.

(c) In multi-unit buildings that can be accessed from the rear. Address and/or unit numbers shall be posted at the rear of the building to identify the tenant space and building with (6) inch in height numbers.

(d) When property layout, landscaping, or driveway design limits visibility of the building and or address numbers, additional signs shall be posted to identify buildings or direction of travel to reach buildings. Numbers shall be a minimum of 6 inches in height.

(e) In multi-unit buildings, two stories and up, directional unit identification signs shall be posted outside of each elevator/stairwell. This will apply only when there is an option for direction of travel.

* * *

Section 4. Amendments Chapter 13.5 - Nuisances of the City Code. The City of Cocoa Code of Ordinances, Chapter 13.5 – Nuisances is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions), while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 13.5. It is intended that the text in Chapter 13.5 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 13.5 – NUISANCES

* * *

ARTICLE III. – OUTDOOR FIRES

Sec. 13.5-32 - Outdoor Fires.

The City Council finds that outdoor fires may pose a public nuisance if not adequately controlled. It shall be unlawful for a person to ignite or maintain on property an outdoor fire unless in

compliance with the provisions of this section.

(a) Outdoor burning of trash, debris or similar articles shall not be permitted in any zoning district.

(b) Outdoor fires used for the purpose for pleasure, religious, ceremonial, cooking, warmth or similar purposes shall be allowed in backyard of residential zoning districts.

(c) Portable, outdoor, or solid-fuel burning fireplace constructed of steel, concrete, clay or other non-combustible material, with a total fuel area of 3 feet or less and 2 feet or less in height shall be used.

(d) Such outdoor fire shall not be located within 15 feet of any structure or combustible material. The outdoor fire must be attended at all times by an adult with a garden hose connected to a reliable water supply readily available to extinguish the fire if necessary.

(e) Bonfire is a fire that does not fall within the classification of recreational fire or a fire in a portable outdoor fireplace and requires an open burn permit issued by the fire department.

(f) A Fire Official or authority having jurisdiction may at any time require the immediate extinguishment of any outdoor fire which is a public nuisance or hazardous condition or not in compliance with this section. Upon notice from the fire official or authority having jurisdiction, the person responsible for the open fire shall immediately extinguish the fire or the fire department may extinguish the fire in furtherance of protecting public safety.

(g) Open Burn Permit may be required for any outdoor fire should the fire official or authority having jurisdiction deem it is necessary to protect public safety. Failure to conduct an open burn without a required permit shall be a violation of this section.

Secs. 13.5-3~~2~~-3-13.5-50. – Reserved.

Section 5. **Amendments Chapter 20 – Traffic of the City Code.** The City of Cocoa Code of Ordinances, Chapter 20 – Traffic is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions), while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 20. It is intended that the text in Chapter 20 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 20 – TRAFFIC

* * *

ARTICLE III. – STOPPING, STANDING AND PARKING

* * *

Sec. 20-52. - Same—Prohibited in certain area or spaces.

(a) Within the incorporated areas of the city, except when necessary to avoid conflict with other traffic, or in compliance with law, or the directions of a city police officer, parking enforcement specialist, fire official, other law enforcement officer, or official traffic-control device, no person shall:

* * *

(2) Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

a. In front of a public or private driveway;

b. Within fifteen (15) feet of a fire hydrant;

c. Within twenty (20) feet of a crosswalk at an intersection;

d. Within thirty (30) feet upon the approach to any flashing signal, stop signal or official traffic-control device located at the side of a roadway;

e. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of said entrance;

f. And any place where an official traffic-control device prohibits standing;

g. Within thirty (30) feet of the nearest rail of a railroad crossing unless the city or the Florida Department of Transportation establishes a different distance due to unusual circumstances;

h. At any place where an official traffic-control device prohibits or restricts parking, or in excess of time periods authorized by such device;

i. Along or adjacent to any curb painted red or yellow, or across the delineated boundaries of a public place.

j. Within or to obstruct any designated fire lane on public property or private property.

* * *

Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 7. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and

like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 8. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 9. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2019.

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legislation Details (With Text)

File #:	19-64	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	2/7/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	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 and Related Budget Amendment # 19-069. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa - FY2019 - Cleaning & CCTV Proposal.pdf City of Cocoa - FY2019 - Lining Proposal.pdf Insituform COI Exp 7-1-19.pdf City of Daytona Beach Contract Details #0118-2600.pdf City of Daytona Beach Contract Pricing #0118-2600.pdf City of Daytona Beach Insituform Full Contract No. 0118-2600.pdf FW CIPP Contract.msg BAF 19-069 -UT-CIPP Sewer Main Repair (3-13-19) Agenda 19-064				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 7, 2019
Agenda Date: March 13, 2019
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director

Requested Action:

To 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 and Related Budget Amendment # 19-069.

BACKGROUND:

The City of Cocoa budgeted $400,000 to the Wastewater Collection System Infrastructure Assessment and Replacement Program for FY2019. During FY2015, CDM Smith completed a thorough analysis of the assessment data obtained during the FY2014 RedZone Robotics, Inc. CCTV inspection process. As part of this analysis, a detailed plan was developed to systematically address broken sewer piping over a six-year period beginning in FY2016. Rehabilitation and replacement was

recommended for individual pipe segments based on structural operation and maintenance (O&M) concerns. These recommendations were formed based on the severity of defects, potential for defect progression, and consequence of failure. Rehabilitation and replacement recommendations were then prioritized and grouped to develop various projects. An implementation plan was formed based on consequence of failure, risk of failure, available funding, and pipe segment geographic location.

To maintain the integrity of the sanitary sewer system with minimal construction and disturbances, sewer mains are able to be rehabilitated through a trenchless “cured-in-place-pipe” (CIPP) method installed through existing manholes. This installation process lines the selected sewer mains with a flexible liner which when heated, forms into a hardened fiberglass “pipe” that replaces the broken pipe from the inside of the pipe. As a result of this process, the carrying capacity of the sewer main is reestablished, and the sewer treatment plant no longer incurs the cost of treating extra water (ground water).

The first phase of the CIPP lining program was successfully completed in FY2016, the second phase was completed in FY2017, and the third phase was completed in FY2018. The fourth phase is scheduled to be completed in FY2019.

At this time, we are requesting the use of the City of Daytona Beach Contract No. 0118-2600. This contract has been reviewed by the City and has been determined to be applicable to the services required by Sewer Field Operations. Therefore, staff recommends approval to use the City of Daytona Beach contract with Insituform Technologies, LLC to perform Cured in Place (CIPP) Pipe Rehabilitation Services and Cleaning & CCTV Inspections of Main Line Sewers, and to authorize a budgeted expenditure for these services not to exceed $399,498.60.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted:	No
If not budgeted, is amendment/transfer attached?	N/A
Increase	
Amount Requested:	$399,499
Account Number:	421-4125-536.46-00, WS0904
Account Name:	Repairs & Maintenance
Source of Funds:	Water & Sewer Fund Contingency
Decrease:	
Amount Requested:	$399,499
Account Number:	421-4010-536.39-00
Account Name:	Contingency

PREVIOUS ACTION:

On December 8, 2015, City Council approved the participation in a cooperative purchase agreement

with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services Utilizing City of Daytona Beach Contract No. 0113-1010 Effective July 8, 2015 through July 7, 2016.

On January 10, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services Utilizing City of Daytona Beach Contract No. 0113-1010 Effective July 8, 2016 through July 7, 2017.

On February 28, 2017, City Council approved the Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers Utilizing City of Daytona Beach Contract No. 0113-1010 Effective July 8, 2016 through July 7, 2017.

On January 9, 2018, City Council approved the Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cleaning & CCTV Inspections of Main Line Sewers Utilizing City of Daytona Beach Contract No. 0113-1010 Effective July 8, 2017 through July 7, 2018.

RECOMMENDED MOTION:

To 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 and Related Budget Amendmenet #19-069.

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

Insituform Technologies, LLC

6966 Business Park Blvd.
Jacksonville, Fl. 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

2-6-19

Chris Collier
Utility Field Operations Manager
City of Cocoa
Cocoa, FL 32922
ccollier@cocoafl.org

Re: FY2019 Cleaning & CCTV Proposal

Chris,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Cocoa**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the City of Daytona Beach Contract 0118-2600.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total
L-1	Light Cleaning 8"-12" Diameter	LF	68,400	$2.50	$171,000.00
NN-1	Root Removal 8"-12" Diameter	LF	1,500	$1.60	$2,400.00
OO-1	Tuberculation Cleaning 8"-12" Diameter	LF	300	$19.00	$5,700.00
TT-1	Traffic Control City ROW Flagman	Setup	10	$655.90	$6,559.00
TT-3	Traffic Control City ROW Barricades	Setup	20	$264.50	$5,290.00
TT-4	Traffic Control City ROW Lane Dividers	Setup	30	$15.90	$477.00
AAA	Mobilization	Setup	1	$3,578.40	$3,578.40
	TOTAL				$195,004.40

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
   General Liability: $2,000,000 per occurrence/$4,000,000 aggregate
   Auto: $2,000,000 Combined Single Limit
   Workers Compensation: Statutory with $1,000,000 Employer's Liability
   The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.

11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the City of Daytona Beach Contract.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond
Business Development Manager

Accepted By:_____ Date: _____
(signed)

_____ Title: _____
(print name)

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Insituform Technologies, LLC

6966 Business Park Blvd.
Jacksonville, Fl. 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

2-6-19

Chris Collier
Utility Field Operations Manager
City of Cocoa
Cocoa, FL 32922
ccollier@cocoafl.org

Re: FY2019 Lining Proposal

Chris,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Cocoa**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the City of Daytona Beach Contract 0118-2600.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total
A-1	CIPP 8" Diameter 6 mm thickness	LF	6,466	$23.10	$149,364.60
L-1	Light Clean & TV 8"-12" Diameter	LF	6,466	$2.50	$16,165.00
Q-6	Lateral Cutout	EA	100	$195.00	$19,500.00
QQ-1	By-Pass Pumping 8" Diameter	LS	25	$317.40	$7,935.00
TT-1	Traffic Control City ROW Flagman	Setup	4	$655.90	$2,623.60
TT-3	Traffic Control City ROW Barricades	Setup	19	$264.50	$5,025.50
TT-4	Traffic Control City ROW Lane Dividers	Setup	19	$15.90	$302.10
AAA	Mobilization	Setup	1	$3,578.40	$3,578.40
	TOTAL				$204,494.20

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
   General Liability: $2,000,000 per occurrence/$4,000,000 aggregate
   Auto: $2,000,000 Combined Single Limit
   Workers Compensation: Statutory with $1,000,000 Employer's Liability
   The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.

11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the City of Daytona Beach Contract.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond
Business Development Manager

Accepted By:_____ Date: _____
(signed)

_____ Title: _____
(print name)

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=7081071&GUID=687FC45E-2040-4873-8632-6F2CB168F529* is a secure document that has been embedded in this document. Double click the pushpin to view.



VendorRegistry

CURED IN PLACE PIPE (CIPP) REHABILITATION SERVICES

Contract Properties

Contract Name: CURED IN PLACE PIPE (CIPP) REHABILITATION SERVICES

Contract Number: Insituform Technologies, LLC

Bid Number: 0118-2600

Start Date: 2/7/2019

Expiration: 2/6/2020

Description:

Res 19-22

Comments: 1 yr w. 4-1 year renewals

Involved Parties

Manager: Kirk Zimmerman

Administrator-Department: Shannon Ponitz - Utilities

Administrator-Department: Jo Ann Macrina - Utilities

Renewal

# of renewals: 4

Renewal Length In Months: 12 months

Attached Files

Name: Contract

File Name: Contract,exec0118-2600.pdf

Name: Resolution

	CIPP REHABILITATION - SANITARY SEWER MAINS				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
A	**8" diameter**				
A-1	6.0 mm normal thickness (.236")	10,000	LF	$ 23.10	$ 231,000.00
A-2	7.5 mm normal thickness (.295")	10,000	LF	$ 25.20	$ 252,000.00
A-3	9.0 mm normal thickness (.354")	5,000	LF	$ 26.00	$ 130,000.00
				TOTAL "A"	$ 613,000.00
B	**10" diameter**				
B-1	6.0 mm normal thickness (.236")	400	LF	$ 27.30	$ 10,920.00
B-2	7.5 mm normal thickness (.295")	400	LF	$ 29.70	$ 11,880.00
B-3	9.0 mm normal thickness (.354")	400	LF	$ 31.00	$ 12,400.00
				TOTAL "B"	$ 35,200.00
C	**12" diameter**				
C-1	6.0 mm normal thickness (.236")	400	LF	$ 30.40	$ 12,160.00
C-2	7.5 mm normal thickness (.295")	400	LF	$ 32.90	$ 13,160.00
C-3	9.0 mm normal thickness (.354")	600	LF	$ 39.30	$ 23,580.00
				TOTAL "C"	$ 48,900.00
D	**15" diameter**				
D-1	6.0 mm normal thickness (.236")	400	LF	$ 38.00	$ 15,200.00
D-2	7.5 mm normal thickness (.295")	400	LF	$ 42.10	$ 16,840.00
D-3	9.0 mm normal thickness (.354")	600	LF	$ 49.10	$ 29,460.00
				TOTAL "D"	$ 61,500.00
E	**18" diameter**				
E-1	6.0 mm normal thickness (.236")	300	LF	$ 37.90	$ 11,370.00
E-2	7.5 mm normal thickness (.0295")	300	LF	$ 45.00	$ 13,500.00
E-3	9.0 mm normal thickness (.354")	300	LF	$ 57.70	$ 17,310.00
E-4	10.5 mm normal thickness (.413")	200	LF	$ 61.20	$ 12,240.00
				TOTAL "E"	$ 54,420.00
F	**21" diameter**				
F-1	6.0 mm normal thickness (.236")	300	LF	$ 44.00	$ 13,200.00
F-2	7.5 mm normal thickness (.295")	300	LF	$ 48.00	$ 14,400.00
F-3	9.0 mm normal thickness (.354")	300	LF	$ 67.50	$ 20,250.00
F-4	10.5 mm normal thickness (.413")	300	LF	$ 73.30	$ 21,990.00
F-5	12.0 mm normal thickness (.472")	200	LF	$ 78.90	$ 15,780.00
F-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	$ 4.20	$ 420.00
				TOTAL "F"	$ 86,040.00

	CIPP REHABILITATION - SANITARY SEWER MAINS				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
G	**24" diameter**				
G-1	9.0 mm normal thickness (.354")	300	LF	$ 70.00	$ 21,000.00
G-2	10.5 mm normal thickness (.413")	300	LF	$ 82.50	$ 24,750.00
G-3	12.0 mm normal thickness (.472")	300	LF	$ 89.90	$ 26,970.00
G-4	13.5 mm normal thickness (.531")	300	LF	$ 94.90	$ 28,470.00
G-5	15.0 mm normal thickness (.591")	200	LF	$ 100.20	$ 20,040.00
G-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 4.30	$ 430.00
				TOTAL "G"	$ 121,660.00
H	**27" diameter**				
H-1	9.0 mm normal thickness (.354")	100	LF	$ 74.00	$ 7,400.00
H-2	10.5 mm normal thickness (.413")	100	LF	$ 89.70	$ 8,970.00
H-3	12.0 mm normal thickness(.472")	100	LF	$ 97.90	$ 9,790.00
H-4	13.5 mm normal thickness (.531")	50	LF	$ 104.20	$ 5,210.00
H-5	15.0 mm normal thickness (.591")	50	LF	$ 110.30	$ 5,515.00
H-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 3.90	$ 390.00
				TOTAL "H"	$ 37,275.00
I	**30" diameter**				
I-1	9.0 mm normal thickness (.354")	100	LF	$ 76.00	$ 7,600.00
I-2	10.5 mm normal thickness (.413")	100	LF	$ 101.10	$ 10,110.00
I-3	12.0 mm normal thickness (.472")	100	LF	$ 109.50	$ 10,950.00
I-4	13.5 mm normal thickness (.531")	100	LF	$ 115.90	$ 11,590.00
I-5	15.0 mm normal thickness (.591")	100	LF	$ 121.80	$ 12,180.00
I-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 5.50	$ 550.00
				TOTAL "I"	$ 52,980.00
J	**36" diameter**				
J-1	10.5 mm normal thickness (.413")	100	LF	$ 90.00	$ 9,000.00
J-2	12.0 mm normal thickness (.472")	100	LF	$ 134.50	$ 13,450.00
J-3	13.5 mm normal thickness (.531")	100	LF	$ 142.80	$ 14,280.00
J-4	15.0 mm normal thickness (.591")	100	LF	$ 150.70	$ 15,070.00
J-5	16.5 mm normal thickness (.650")	100	LF	$ 157.40	$ 15,740.00
J-6	18.0 mm normal thickness (.709")	100	LF	$ 166.10	$ 16,610.00
J-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 5.60	$ 560.00
				TOTAL "J"	$ 84,710.00

	CIPP REHABILITATION - SANITARY SEWER MAINS				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
K	42" diameter				
K-1	10.5 mm normal thickness (.413")	100	LF	$ 119.80	$ 11,980.00
K-2	12.0 mm normal thickness (.472")	100	LF	$ 158.80	$ 15,880.00
K-3	13.5 mm normal thickness (.531")	100	LF	$ 167.60	$ 16,760.00
K-4	15.0 mm normal thickness (.591")	100	LF	$ 176.40	$ 17,640.00
K-5	16.5 mm normal thickness (.650")	50	LF	$ 185.20	$ 9,260.00
K-6	18.0 mm normal thickness (.709")	50	LF	$ 192.80	$ 9,640.00
K-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 7.10	$ 710.00
				TOTAL "K"	$ 81,870.00
	TOTAL "A" THRU "K"				$ 1,277,555.00
	CLEAN & INSPECTION - SANITARY SEWER MAINS				
L	Light Cleaning and Inspection				
L-1	8" – 12" diameter	6,000	LF	$ 2.50	$ 15,000.00
L-2	14" – 18" diameter	6,000	LF	$ 5.00	$ 30,000.00
L-3	20" – 24" diameter	6,000	LF	$ 7.00	$ 42,000.00
L-4	27" – 42" diameter	6,000	LF	$ 10.00	$ 60,000.00
L-5	48" – 72" diameter	6,000	LF	$ 12.10	$ 72,600.00
				TOTAL "L"	$ 219,600.00
M	Medium Cleaning				
M-1	8" – 12" diameter	6,000	LF	$ 3.70	$ 22,200.00
M-2	14" – 18" diameter	6,000	LF	$ 7.00	$ 42,000.00
M-3	20" – 24" diameter	6,000	LF	$ 10.00	$ 60,000.00
M-4	27" – 42" diameter	6,000	LF	$ 13.10	$ 78,600.00
M-5	48" – 72" diameter	6,000	LF	$ 15.10	$ 90,600.00
				TOTAL "M"	$ 293,400.00
N	Heavy Cleaning				
N-1	8" – 12" diameter	6,000	LF	$ 3.30	$ 19,800.00
N-2	14" – 18" diameter	6,000	LF	$ 8.00	$ 48,000.00
N-3	20" – 24" diameter	6,000	LF	$ 12.10	$ 72,600.00
N-4	27" – 42" diameter	6,000	LF	$ 16.10	$ 96,600.00
N-5	48" – 72" diameter	6,000	LF	$ 18.10	$ 108,600.00
		6,000	LF		$ -
				TOTAL "N"	$ 345,600.00
O	Root Removal				
O-1	8" – 12" diameter	6,000	LF	$ 1.60	$ 9,600.00
O-2	14" – 18" diameter	6,000	LF	$ 2.60	$ 15,600.00
O-3	20" – 24" diameter	6,000	LF	$ 4.80	$ 28,800.00
O-4	27" – 42" diameter	6,000	LF	$ 5.30	$ 31,800.00
O-5	48" – 72" diameter	6,000	LF	$ 6.30	$ 37,800.00
				TOTAL "O"	$ 123,600.00

	CLEAN & INSPECTION - SANITARY SEWER MAINS				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
P	Tuberculation Cleaning				
P-1	8" – 12" diameter	6,000	LF	$ 19.00	$ 114,000.00
P-2	14" – 18" diameter	6,000	LF	$ 21.70	$ 130,200.00
P-3	20" – 24" diameter	6,000	LF	$ 22.70	$ 136,200.00
P-4	27" – 42" diameter	6,000	LF	$ 23.30	$ 139,800.00
P-5	48" – 72" diameter	6,000	LF	$ 25.90	$ 155,400.00
				TOTAL "P"	$ 675,600.00
	TOTAL "L" THRU "P"				$ 1,657,800.00
	SANITARY SEWER				
	LATERAL CIPP LINING-TOP HAT/FULL WRAP - UP TO 36"				
Q					
Q-1	Four (4) inch lateral connection per ASTM F1216-16	20	EA	$ 2,009.90	$ 40,198.00
Q-2	Six (6) inch lateral connection per ASTM F1216-16	20	EA	$ 2,009.90	$ 40,198.00
Q-3	Eight (8) inch lateral connection per ASTM F1216-16	20	EA	$ 2,009.90	$ 40,198.00
Q-4	Lateral lining 0 to 30' per ASTM F1216-16	100	LF	$ 79.30	$ 7,930.00
Q-5	Additional Lateral Lining > 30' per ASTM F1216-16	100	LF	$ 37.00	$ 3,700.00
Q-6	Lateral Cutout	20	EA	$ 195.00	$ 3,900.00
Q-4	Lateral Grout	20	EA	$ 390.20	$ 7,804.00
	TOTAL "Q"				$ 143,928.00
	SANITARY SEWER				
	MANHOLE/LIFT STATION REFURBISHMENT				
R					
R-1	Interior Manhole Application (Precast)	2,000	SF	$ 19.00	$ 38,000.00
R-2	Interior Manhole Application (Brick)	2,000	SF	$ 23.30	$ 46,600.00
R-3	Interior Lift Station Application (Precast)	2,000	SF	$ 21.20	$ 42,400.00
R-4	Interior Lift Station Application (Brick)	2,000	SF	$ 26.40	$ 52,800.00
R-5	Bench/Invert Repair	200	EA	$ 528.90	$ 105,780.00
	TOTAL "R"				$ 285,580.00
	SANITARY SEWER				
	CLEANOUT INSTALLATION				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
S					
S-1	Four (4) inch cleanout	20	EA	$ 528.90	$ 10,578.00
S-2	Six (6) inch cleanout	20	EA	$ 634.70	$ 12,694.00
S-3	Eight (8) inch cleanout	20	EA	$ 793.40	$ 15,868.00
	TOTAL "S"				$ 39,140.00

	MANHOLE CLEANING				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
T	Manhole cleaning	2,000	SF	$ 5.30	$ 10,600.00
	TOTAL "T"				$ 10,600.00
	TOTAL "Q" THRU "T"				$ 479,248.00
	CIPP REHABILITATION - STORMWATER MAINS				
U	**8" diameter**				
U-1	6.0 mm normal thickness (.236")	500	LF	$ 39.50	$ 19,750.00
				TOTAL "U"	$ 19,750.00
V	**10" diameter**				
V-1	6.0 mm normal thickness (.236")	400	LF	$ 45.50	$ 18,200.00
V-2	7.5 mm normal thickness (.295")	400	LF	$ 48.00	$ 19,200.00
				TOTAL "V"	$ 37,400.00
W	**12" diameter**				
W-1	6.0 mm normal thickness (.236")	750	LF	$ 48.80	$ 36,600.00
W-2	7.5 mm normal thickness (.295")	750	LF	$ 51.50	$ 38,625.00
				TOTAL "W"	$ 75,225.00
X	**15" diameter**				
X-1	6.0 mm normal thickness (.236")	1,000	LF	$ 55.00	$ 55,000.00
X-2	7.5 mm normal thickness (.295")	1,500	LF	$ 64.50	$ 96,750.00
X-3	9.0 mm normal thickness (.354")	1,000	LF	$ 76.90	$ 76,900.00
X-4	Charge for each 1.5 mm thickness increase per LF exceeding 9.0 mm	100	LF	$ 2.10	$ 210.00
				TOTAL "X"	$ 228,860.00
Y	**18" diameter**				
Y-1	6.0 mm normal thickness (.236")	1,250	LF	$ 52.20	$ 65,250.00
Y-2	7.5 mm normal thickness (.295")	1,250	LF	$ 67.60	$ 84,500.00
Y-3	9.0 mm normal thickness (.354")	1,250	LF	$ 79.40	$ 99,250.00
Y-4	10.5 mm normal thickness (.413")	1,250	LF	$ 82.90	$ 103,625.00
Y-5	Charge for each 1.5 mm thickness increase per LF exceeding10.5 mm	100	LF	$ 4.20	$ 420.00
				TOTAL "Y"	$ 353,045.00
Z	**21" diameter**				
Z-1	6.0 mm normal thickness (.236")	220	LF	$ 59.70	$ 13,134.00
Z-2	7.5 mm normal thickness (.295")	220	LF	$ 63.50	$ 13,970.00
Z-3	9.0 mm normal thickness (.354")	220	LF	$ 90.10	$ 19,822.00
Z-4	10.5 mm normal thickness (.413")	220	LF	$ 96.10	$ 21,142.00
Z-5	12.0 mm normal thickness (.472")	200	LF	$ 104.40	$ 20,880.00
Z-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	$ 4.20	$ 420.00
				TOTAL "Z"	$ 89,368.00

	CIPP REHABILITATION - STORMWATER MAINS				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
AA	**24" diameter**				
AA-1	9.0 mm normal thickness (.354")	700	LF	$ 95.00	$ 66,500.00
AA-2	10.5 mm normal thickness (.413")	700	LF	$ 106.70	$ 74,690.00
AA-3	12.0 mm normal thickness (.472")	700	LF	$ 116.80	$ 81,760.00
AA-4	13.5 mm normal thickness (.531")	700	LF	$ 122.00	$ 85,400.00
AA-5	15.0 mm normal thickness (.591")	700	LF	$ 127.50	$ 89,250.00
AA-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 4.30	$ 430.00
				TOTAL "AA"	$ 398,030.00
BB	**27" diameter**				
BB-1	9.0 mm normal thickness (.354")	220	LF	$ 100.00	$ 22,000.00
BB-2	10.5 mm normal thickness (.413")	220	LF	$ 113.70	$ 25,014.00
BB-3	12.0 mm normal thickness (.472")	220	LF	$ 124.60	$ 27,412.00
BB-4	13.5 mm normal thickness (.531")	220	LF	$ 131.20	$ 28,864.00
BB-5	15.0 mm normal thickness (.591")	220	LF	$ 137.60	$ 30,272.00
BB-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 4.50	$ 450.00
				TOTAL "BB"	$ 134,012.00
CC	**30" diameter**				
CC-1	9.0 mm normal thickness (.354")	600	LF	$ 100.00	$ 60,000.00
CC-2	10.5 mm normal thickness (.413")	600	LF	$ 113.70	$ 68,220.00
CC-3	12.0 mm normal thickness (.472")	600	LF	$ 123.30	$ 73,980.00
CC-4	13.5 mm normal thickness (.531")	600	LF	$ 129.90	$ 77,940.00
CC-5	15.0 mm normal thickness (.591")	600	LF	$ 135.90	$ 81,540.00
CC-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 5.50	$ 550.00
				TOTAL "CC"	$ 362,230.00
DD	**36" diameter**				
DD-1	10.5 mm normal thickness (.413")	500	LF	$ 108.00	$ 54,000.00
DD-2	12.0 mm normal thickness (.472")	500	LF	$ 151.70	$ 75,850.00
DD-3	13.5 mm normal thickness (.531")	500	LF	$ 160.30	$ 80,150.00
DD-4	15.0 mm normal thickness (.591")	500	LF	$ 168.30	$ 84,150.00
DD-5	16.5 mm normal thickness (.650")	250	LF	$ 175.10	$ 43,775.00
DD-6	18.0 mm normal thickness (.709")	250	LF	$ 184.00	$ 46,000.00
DD-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 5.60	$ 560.00
				TOTAL "DD"	$ 384,485.00

	CIPP REHABILITATION - STORMWATER MAINS				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
EE	**42" diameter**				
EE-1	10.5 mm normal thickness (.413")	250	LF	$ 120.00	$ 30,000.00
EE-2	12.0 mm normal thickness (.472")	250	LF	$ 140.00	$ 35,000.00
EE-3	13.5 mm normal thickness (.531")	250	LF	$ 185.80	$ 46,450.00
EE-4	15.0 mm normal thickness (.591")	250	LF	$ 194.80	$ 48,700.00
EE-5	16.5 mm normal thickness (.650")	250	LF	$ 203.80	$ 50,950.00
EE-6	18.0 mm normal thickness (.709")	250	LF	$ 211.50	$ 52,875.00
EE-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 7.10	$ 710.00
				TOTAL "EE"	$ 264,685.00
FF	**48" diameter**				
FF-1	12.0 mm normal thickness (.472")	200	LF	$ 150.00	$ 30,000.00
FF-2	13.5 mm normal thickness (.531")	200	LF	$ 160.00	$ 32,000.00
FF-3	15.0 mm normal thickness (.591")	200	LF	$ 225.30	$ 45,060.00
FF-4	16.5 mm normal thickness (.650")	200	LF	$ 235.60	$ 47,120.00
FF-5	18.0 mm normal thickness (.709")	200	LF	$ 244.60	$ 48,920.00
FF-6	19.5 mm normal thickness (.768")	100	LF	$ 262.20	$ 26,220.00
FF-7	21.0 mm normal thickness (.827")	100	LF	$ 270.90	$ 27,090.00
FF-8	Charge for each 1.5 mm thickness increase per LF exceeding 21.0 mm	100	LF	$ 8.00	$ 800.00
				TOTAL "FF"	$ 257,210.00
GG	**52" diameter**				
GG-1	10.5 mm normal thickness (.413")	25	LF	$ 145.00	$ 3,625.00
GG-2	12.0 mm normal thickness (.472")	25	LF	$ 155.00	$ 3,875.00
GG-3	13.5 mm normal thickness (.531")	25	LF	$ 165.00	$ 4,125.00
GG-4	15.0 mm normal thickness (.591")	25	LF	$ 196.50	$ 4,912.50
GG-5	16.5 mm normal thickness (.650")	25	LF	$ 204.20	$ 5,105.00
GG-6	18.0 mm normal thickness (.709")	25	LF	$ 262.20	$ 6,555.00
GG-7	19.5 mm normal thickness (.768")	25	LF	$ 279.30	$ 6,982.50
GG-8	21.0 mm normal thickness (.827")	25	LF	$ 290.40	$ 7,260.00
GG-9	22.5 mm normal thickness (.886")	100	LF	$ 302.60	$ 30,260.00
GG-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 9.60	$ 960.00
				TOTAL "GG"	$ 73,660.00

	CIPP REHABILITATION - STORMWATER MAINS				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
HH	**54" diameter**				
HH-1	10.5 mm normal thickness (.413")	25	LF	$ 150.00	$ 3,750.00
HH-2	12.0 mm normal thickness (.472")	25	LF	$ 160.00	$ 4,000.00
HH-3	13.5 mm normal thickness (.531")	25	LF	$ 170.00	$ 4,250.00
HH-4	15.0 mm normal thickness (.591")	25	LF	$ 210.00	$ 5,250.00
HH-5	16.5 mm normal thickness (.650")	25	LF	$ 215.00	$ 5,375.00
HH-6	18.0 mm normal thickness (.709")	25	LF	$ 288.90	$ 7,222.50
HH-7	19.5 mm normal thickness (.768")	25	LF	$ 305.50	$ 7,637.50
HH-8	21.0 mm normal thickness (.827")	25	LF	$ 406.10	$ 10,152.50
HH-9	22.5 mm normal thickness (.886")	100	LF	$ 419.70	$ 41,970.00
HH-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 9.80	$ 980.00
				TOTAL "HH"	$ 90,587.50
II	**60" diameter**				
II-1	10.5 mm normal thickness (.413")	25	LF	$ 302.40	$ 7,560.00
II-2	12.0 mm normal thickness (.472")	25	LF	$ 319.00	$ 7,975.00
II-3	13.5 mm normal thickness (.531")	25	LF	$ 330.20	$ 8,255.00
II-4	15.0 mm normal thickness (.591")	25	LF	$ 341.20	$ 8,530.00
II-5	16.5 mm normal thickness (.650")	25	LF	$ 350.40	$ 8,760.00
II-6	18.0 mm normal thickness (.709")	25	LF	$ 445.50	$ 11,137.50
II-7	19.5 mm normal thickness (.768")	25	LF	$ 468.90	$ 11,722.50
II-8	21.0 mm normal thickness (.827")	25	LF	$ 483.90	$ 12,097.50
II-9	22.5 mm normal thickness (.886")	100	LF	$ 499.10	$ 49,910.00
II-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 13.50	$ 1,350.00
				TOTAL "II"	$ 127,297.50
JJ	**72" diameter**				
JJ-1	10.5 mm normal thickness (.413")	25	LF	$ 500.10	$ 12,502.50
JJ-2	12.0 mm normal thickness (.472")	25	LF	$ 506.20	$ 12,655.00
JJ-3	13.5 mm normal thickness (.531")	25	LF	$ 519.70	$ 12,992.50
JJ-4	15.0 mm normal thickness (.591")	25	LF	$ 532.80	$ 13,320.00
JJ-5	16.5 mm normal thickness (.650")	25	LF	$ 546.60	$ 13,665.00
JJ-6	18.0 mm normal thickness (.709")	25	LF	$ 680.50	$ 17,012.50
JJ-7	19.5 mm normal thickness (.768")	25	LF	$ 763.20	$ 19,080.00
JJ-8	21.0 mm normal thickness (.827")	25	LF	$ 781.80	$ 19,545.00
JJ-9	22.5 mm normal thickness (.886")	100	LF	$ 796.30	$ 79,630.00
JJ-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 14.70	$ 1,470.00
				TOTAL "JJ"	$ 201,872.50
	Total CIPP Rehabilitiation - Stormwater Mains ("U" THRU "JJ")				$ 3,097,717.50

	CLEAN & INSPECTION - STORMWATER MAINS				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
KK	Light Cleaning and inspection				
KK-1	8"- 12" diameter	6,000	LF	$ 6.00	$ 36,000.00
KK-2	14" - 18" diameter	6,000	LF	$ 8.00	$ 48,000.00
KK-3	20" - 24" diameter	6,000	LF	$ 9.00	$ 54,000.00
KK-4	27" - 42" diameter	6,000	LF	$ 12.10	$ 72,600.00
KK-5	48" - 72" diameter	6,000	LF	$ 16.10	$ 96,600.00
				TOTAL "KK"	$ 307,200.00
LL	Medium Cleaning				
LL-1	8" - 12" diameter	6,000	LF	$ 9.00	$ 54,000.00
LL-2	14"- 18" diameter	6,000	LF	$ 11.10	$ 66,600.00
LL-3	20" - 24" diameter	6,000	LF	$ 14.10	$ 84,600.00
LL-4	27" - 42" diameter	6,000	LF	$ 17.10	$ 102,600.00
LL-5	48"- 72" diameter	6,000	LF	$ 20.10	$ 120,600.00
				TOTAL "LL"	$ 428,400.00
MM	Heavy Cleaning				
MM-1	8" - 12" diameter	6,000	LF	$ 11.10	$ 66,600.00
MM-2	14" - 18" diameter	6,000	LF	$ 16.10	$ 96,600.00
MM-3	20" - 24" diameter	6,000	LF	$ 20.10	$ 120,600.00
MM-4	27"- 42" diameter	6,000	LF	$ 26.10	$ 156,600.00
MM-5	48"- 72" diameter	6,000	LF	$ 32.20	$ 193,200.00
				TOTAL "MM"	$ 633,600.00
NN	Root Removal				
NN-1	8" - 12" diameter	6,000	LF	$ 1.60	$ 9,600.00
NN-2	14" - 18" diameter	6,000	LF	$ 2.60	$ 15,600.00
NN-3	20" - 24" diameter	6,000	LF	$ 4.80	$ 28,800.00
NN-4	27" - 42" diameter	6,000	LF	$ 5.30	$ 31,800.00
NN-5	48"- 72" diameter	6,000	LF	$ 6.30	$ 37,800.00
				TOTAL "NN"	$ 123,600.00
OO	Tuberculation Cleaning				
OO-1	8" - 12" diameter	6,000	LF	$ 19.00	$ 114,000.00
OO-2	14" - 18" diameter	6,000	LF	$ 21.70	$ 130,200.00
OO-3	20" - 24" diameter	6,000	LF	$ 22.70	$ 136,200.00
OO-4	27"- 42" diameter	6,000	LF	$ 23.30	$ 139,800.00
OO-5	8" - 72" diameter	6,000	LF	$ 25.90	$ 155,400.00
				TOTAL "OO"	$ 675,600.00
PP	Stormwater Manhole Cleaining	2,800	SF	$ 5.30	$ 14,840.00
				TOTAL "PP"	$ 14,840.00
	TOTAL "KK" THRU "PP"				$ 2,183,240.00

	ANCILLARY GENERAL SERVICES				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
QQ	By-Pass Pumping				
QQ-1	8" diameter	5	LS	$ 317.40	$ 1,587.00
QQ-2	10" diameter	5	LS	$ 317.40	$ 1,587.00
QQ-3	12" diameter	5	LS	$ 1,586.80	$ 7,934.00
QQ-4	15" diameter	5	LS	$ 6,347.00	$ 31,735.00
QQ-5	18" diameter	5	LS	$ 11,107.30	$ 55,536.50
QQ-6	21" diameter	5	LS	$ 12,694.10	$ 63,470.50
QQ-7	24" diameter	5	LS	$ 14,280.80	$ 71,404.00
QQ-8	27" diameter	5	LS	$ 15,867.60	$ 79,338.00
QQ-9	30" diameter	5	LS	$ 17,454.30	$ 87,271.50
QQ-10	36" diameter	5	LS	$ 19,041.10	$ 95,205.50
				TOTAL "QQ"	$ 495,069.00
RR	Standard Service Reconnection	25	Each	$ 195.00	$ 4,875.00
				TOTAL "RR"	$ 4,875.00
SS	Traffic Control - FDOT Right of Way				
SS-1	Flagman	10	Setup	$ 655.90	$ 6,559.00
SS-2	Arrow Board	10	Setup	$ 190.40	$ 1,904.00
SS-3	Barricades	10	Setup	$ 359.70	$ 3,597.00
SS-4	Lane Dividers	10	Setup	$ 15.90	$ 159.00
				TOTAL "SS"	$ 12,219.00
TT	Traffic Control - City Right of Way				
TT-1	Flagman	10	Setup	$ 655.90	$ 6,559.00
TT-2	Arrow Board	10	Setup	$ 190.40	$ 1,904.00
TT-3	Barricades	10	Setup	$ 264.50	$ 2,645.00
TT-4	Lane Dividers	10	Setup	$ 15.90	$ 159.00
				TOTAL "TT"	$ 11,267.00
UU	Traffic Control - County Right of Way				
UU-1	Flagman	10	Setup	$ 655.90	$ 6,559.00
UU-2	Arrow Board	10	Setup	$ 190.40	$ 1,904.00
UU-3	Barricades	10	Setup	$ 359.70	$ 3,597.00
UU-4	Lane Dividers	10	Setup	$ 15.90	$ 159.00
				TOTAL "UU"	$ 12,219.00

	ANCILLARY GENERAL SERVICES				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
VV	Easement Access				
VV-1	6" to 12" diameter	100	LF	$ 3.70	$ 370.00
VV-2	14" to 18" diameter	100	LF	$ 4.80	$ 480.00
VV-3	20" to 24" diameter	100	LF	$ 6.10	$ 610.00
VV-4	27" to 30" diameter	100	LF	$ 9.80	$ 980.00
VV-5	36" to 42" diameter	100	LF	$ 10.80	$ 1,080.00
VV-6	48" to 54" diameter	100	LF	$ 16.10	$ 1,610.00
				TOTAL "VV"	$ 5,130.00
WW	Manhole Cleaning	2,800	SF	$ 5.30	$ 14,840.00
				TOTAL "WW"	$ 14,840.00
XX	Grout fill abandoned pipe	1,000	CY	$ 158.70	$ 158,700.00
				TOTAL "XX"	$ 158,700.00
YY	Chemical and physical product testing	10	EA	$ 264.50	$ 2,645.00
				TOTAL "YY"	$ 2,645.00
ZZ	Erosion and sediment control				
ZZ-1	Silt Fencing	200	LF	$ 4.20	$ 840.00
ZZ-2	Floating Turbidity Barrier	200	LF	$ 15.90	$ 3,180.00
ZZ-3	Gutter Buddy	100	EA	$ 52.90	$ 5,290.00
				TOTAL "ZZ"	$ 9,310.00
AAA	Mobilization	20	Setup	$ 3,578.40	$ 71,568.00
				TOTAL "AAA"	$ 71,568.00
BBB	Bonds	100,000	Percentage	$ 0.03	$ 3,000.00
				TOTAL "BBB"	$ 3,000.00
	TOTAL "QQ" THRU "BBB"				$ 800,842.00
	TOTAL ESTIMATED BID AMOUNT				$ 9,496,402.50

	ADDITIVE ALTERNATE No. 1				
	SANITARY SEWER				
	LINE RECONSTRUCTION SDR 26 LESS THAN 10' DEPTH				
CCC					
CCC-1	15"	100	LF	$ 272.00	$ 27,200.00
CCC-2	18"	100	LF	$ 292.20	$ 29,220.00
CCC-3	24"	100	LF	$ 385.60	$ 38,560.00
CCC-4	30"	100	LF	$ 464.10	$ 46,410.00
CCC-5	36"	100	LF	$ 582.90	$ 58,290.00
CCC-6	42"	100	LF	$ 594.10	$ 59,410.00
CCC-7	48"	100	LF	$ 1,193.20	$ 119,320.00
CCC-8	54"	100	LF	$ 1,500.00	$ 150,000.00
CCC-9	60"	100	LF	$ 2,000.00	$ 200,000.00
CCC-10	66"	50	LF	$ 2,500.00	$ 125,000.00
CCC-11	72"	50	LF	$ 3,000.00	$ 150,000.00
				TOTAL "CCC"	$ 1,003,410.00
	SANITARY SEWER				
	LINE RECONSTRUCTION C900 GREATER THAN 10' DEPTH				
DDD					
DDD-1	15"	100	LF	$ 333.30	$ 33,330.00
DDD-2	18"	100	LF	$ 358.30	$ 35,830.00
DDD-3	24"	100	LF	$ 469.00	$ 46,900.00
DDD-4	30"	100	LF	$ 578.50	$ 57,850.00
DDD-5	36"	100	LF	$ 745.00	$ 74,500.00
DDD-6	42"	100	LF	$ 1,391.10	$ 139,110.00
DDD-7	48"	100	LF	$ 1,500.00	$ 150,000.00
DDD-8	54"	100	LF	$ 2,000.00	$ 200,000.00
DDD-9	60"	100	LF	$ 2,500.00	$ 250,000.00
DDD-10	66"	50	LF	$ 3,000.00	$ 150,000.00
DDD-11	72"	50	LF	$ 3,500.00	$ 175,000.00
				TOTAL "DDD"	$ 1,312,520.00

	STORMWATER MAINS				
EEE	Line Reconstruction (concrete collars are incidental) greater than 8' depth and under roadways				
EEE-1	15" RCP	250	LF	$ 161.30	$ 40,325.00
EEE-2	18" RCP	250	LF	$ 171.10	$ 42,775.00
EEE-3	24" RCP	250	LF	$ 188.60	$ 47,150.00
EEE-4	30" RCP	250	LF	$ 227.30	$ 56,825.00
EEE-5	36 'RCP	250	LF	$ 256.20	$ 64,050.00
EEE-6	48" RCP	250	LF	$ 324.20	$ 81,050.00
EEE-7	54" RCP	250	LF	$ 386.40	$ 96,600.00
EEE-8	60" RCP	250	LF	$ 424.70	$ 106,175.00
EEE-9	72" RCP	500	LF	$ 548.60	$ 274,300.00
				TOTAL "EEE"	$ 809,250.00
FFF	HDPE Line Reconstruction less than 8'				
FFF-1	15" HDPE	250	LF	$ 133.60	$ 33,400.00
FFF-2	18" HDPE	250	LF	$ 142.20	$ 35,550.00
FFF-3	24" HDPE	250	LF	$ 160.60	$ 40,150.00
FFF-4	30" HDPE	250	LF	$ 203.10	$ 50,775.00
FFF-5	36" HDPE	250	LF	$ 209.80	$ 52,450.00
FFF-6	42" HDPE	250	LF	$ 231.70	$ 57,925.00
FFF-7	48" HDPE	250	LF	$ 279.80	$ 69,950.00
FFF-8	54" HDPE	250	LF	$ 310.00	$ 77,500.00
FFF-9	60" HDPE	250	LF	$ 353.50	$ 88,375.00
FFF-10	70" HDPE	500	LF	$ 390.00	$ 195,000.00
				TOTAL "FFF"	$ 701,075.00
	TOTAL "CCC" THRU "FFF"				$ 3,826,255.00

(COMPOSITE EXHIBIT C is not attached but will remain on file in in the Office of the Purchasing Agent and will be available upon request)

19-22

GENERAL SERVICES CONTRACT
CONTRACT NO. 0118-2600

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Insituform Technologies, LLC, a foreign limited liability company ("Contractor").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. Contractor will provide Cured in Place Pipe Lining and associated services as further described in **Exhibit A**, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract.

Section 2. Services Must Be Authorized in Writing. This Contract, in and of itself, does not require the Contractor to perform any services or obligate the City to pay for any services rendered. No services will be provided under this Contract, and no payment obligation will arise for performance of services, except when specifically authorized by work authorization issued in accordance with the City's procurement policies. A work authorization may consist of a contract document signed by both the City and Contractor; or it may consist of Contractor's written quotation/proposal, identifying the work to be performed and the Fees for such work as established below; and the City's purchase order issued in response to and accepting the proposal. No work authorization may alter the terms and conditions of this Contract. In case of a conflict with a work authorization this Contract will govern. The work authorization may provide more detailed parameters for the services to be provided, such as deliverables, deadlines, and required conditions for payment of Fees, consistent with the provisions of this Contract.

Section 3. Fee(s). For the services provided under this Contract, City will pay Contractor Fees based upon the Fee/Rate Schedule attached hereto as **Exhibit B**.

The Fees described in **Exhibit B** will be Contractor's sole compensation for the services to be provided. Except for any reimbursable expenses specifically authorized by Exhibit, Contractor will be solely responsible for all of costs Contractor incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In

addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met. In addition, where any portion of the work was performed by subcontractors, Contractor must provide proof of payment/release of subcontractors' liens except as provided in Section 12A.

(c) If an invoice submitted by Contractor is not valid, within 30 days after receipt the City will provide notice to the Contractor identifying the deficiencies.

Section 5. Standard of Performance. Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Contractor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) To the extent applicable, Contractor will comply with the requirements of Florida Statutes Chapter 119, which may include the following:

(1) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) Upon the request of the City Clerk of the City (i) providing the City Clerk with a copy of requested public records, or (ii) allowing inspection or copying of public records, within a reasonable tim after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law until completion of the work required by a work authorization, and following such completion if Contractor fails to transfer such records to the City.

(4) Upon completion of the work required by a work authorization, keep and maintain public records required by the City to perform the service. Contractor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon the request of the City Clerk, in a format that is compatible with the City's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

Section 8. Effective Date and Term. The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is one year, commencing on the Effective Date. The City will have the option to renew this Contract for up to 4 Terms of one-year each, by providing Contractor written notice. Such notice must be provided at least 60 days before the end of the current Term unless waive by Contractor.

If this Contract specifically provides that some or all of Contractor's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract dues to Contractor's material breach after notifying Contractor to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Contractor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Except as provided in Section 10(a)(3), before terminating due to Contractor's material breach of its contractual obligations, City must provide Contractor prior written notice, specifying the breach and demanding Contractor remedy the breach

within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if Contractor fails to remedy the material breach within the period described in the City's notice of breach.

(3) The City may terminate this Contract upon Contractor's breach without providing Contractor an opportunity to remedy the breach as referenced immediately above, if Contractor or any of Contractor's personnel, in connection with the services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing Contractor written notice.

(b) If the termination is for convenience, Contractor will be paid compensation for authorized services performed to the date of termination. If termination is due to Contractor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Contractor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Contractor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Contractor had not so failed, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Contractor will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services. The City may suspend Contractor's services if the notice of material breach provided pursuant to Section 10(a)(2) so directs. The City may also suspend Contractor's services in lieu of termination, under the conditions set forth in Section 10(a)(3), by providing Contractor written notice of suspension. Contractor will suspend activities immediately upon receipt thereof; and in such instance Contractor's rights to provide services referenced herein will also automatically be suspended for the period of such suspension.

Section 11. Indemnification. Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, or Contractor's officers, employees, or agents, including subcontractors and other persons employed or use by Contractor in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. Insurance. Contractor will provide and maintain at Contractor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Contractor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than $500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If Contractor wishes to claim an exemption from worker's compensation insurance requirements, Contractor will notify the Risk Manager in writing on Contractor's official letterhead.

(2) Liability Insurance, including (i) **Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Contractor in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. Contractor's Commercial General Liability insurance policy shall provide coverage to Contractor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than $1,000,000 per occurrence. If insurance is provided

with a general aggregate, then the aggregate will be in an amount of no less than $2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) Proof of Insurance. Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Contractor will not commence work until all proof of such insurance has been filed with and approved by the City. Contractor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates. The certificates will also contain the following language as to cancellation:

> "In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:
>
> Risk Manager
> The City of Daytona Beach
> P.O. Box 2451
> Daytona Beach, Florida 32115-2451"

If requested by the City, Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) Subcontractors' Insurance. Each of Contractor's subcontractors will be required to provide insurance in substantially similar form to the insurance required of Contractor above based on services provided.

(d) Cancellation; Replacement Required. Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Contractor's prior knowledge Contractor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right or replace the canceled policy at Contractor's expense of Contractor fails to do so.

(e) Termination of Insurance. Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Contractor has received written notification from the Risk Management Division of the City that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Contractor if the request is made no earlier than two weeks before the work is to be completed.

(f) Liabilities Unaffected. Contractor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Contractor's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Contractor's failure to obtain insurance coverage.

Contractor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Contractor that does not meet the requirements of this Contract.

Section 12A. Bonds. Contractor will be required to provide payment and performance bonds on a per project basis, which will each be equal to 100% of the value of any Work Authorization issued exceeding $100,000.00 prior to commencing the referenced work.

The surety company executing the bonds must be authorized to do business in the State of Florida and must be listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount. The form of the bond must be approved by the City and must be accompanied by sufficient evidence of the authority of the issuing agent. The bonds must otherwise comply with the requirements of F.S. § 255.05.

In lieu of the required bonds, Contractor may provide an alternative form of security as specified in F.S. § 255.05(7) upon the City's approval. Any bonds used to comply with this Section must be in the form provided by the City; and Contractor must record the executed bonds and provide the City certified copies of the recorded documents before commencing work. Upon Contractor's (i) execution and recordation of payment and performance bonds complying with the foregoing provisions; and (ii) furnishing to the City a certified copy of the recorded bonds, proof of payment of Contractor's subcontractors and suppliers will not be required as a condition of making a required payment to Contractor; and to the extent that the General Conditions provide otherwise the General Conditions are superseded.

Section 13. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:
Eric Smith, Engineer II
Daytona Beach Utilities
125 Basin St., Suite 100
Daytona Beach, FL 32114
Fax: 386-671-8502

To Contractor:
Insituform Technologies, LLC
Attn: Diane Partridge, Contracting and Attesting Officer
17988 Edison Avenue
Chesterfield, MO 63005
Fax: (636) 530-8701

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel. In order to induce the City into entering this Contract, Contractor represents that Brandt Curvel, Project Manager; Al Yeomans, General Superintendent; and Jason Burnell, Field Superintendent will generally perform or directly supervise the tasks assigned to Contractor herein, and that Contractor will not replace the named individuals without the City's prior written approval. Contractor represents that Contractor has or will secure at Contractor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities. The City agrees to make available for review and use by the Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, will be construed to operate as a waiver of the City's rights under this Contract. Contractor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the City's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, Contractor will abide by all federal, state, and local statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted; including, but not limited to, Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 C.F.R.s 1926.650 Sub Part P, and the Trench Safety Act, Florida Statutes Section 553.60 *et seq.*

For purposes herein, the aforementioned laws and regulations include the current stormwater permit issued to the City pursuant to the National Pollutant Discharge Elimination System (NPDES) program, a copy of which will be made available upon request.

Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Contractor.

(d) Truth in Negotiations Certificate. Contractor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of Contractor's services under this Contract.

(f) Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract 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 Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Contractor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Contractor agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind Contractor. The undersigned representative of Contractor represents and warrants the he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

(n) Incorporation of RFP and Proposal. The City's Request for Proposals 0118-2600, and the Contractor's responsive proposal are incorporated herein by reference as **Composite Exhibit C** and will remain on file in the Office of the Purchasing Agent. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between **Composite Exhibit C** and other provisions of this Contract, including **Exhibits A** and **B**, this Contract will govern.

(o) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

By: _____
Derrick L. Henry, Mayor

Date: 2-6-19

CONTRACTOR

By: _____
Printed Name: Diane Partridge
Title: Contracting and Attesting Officer
Date: January 3, 2019

Attest: _____
Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whittney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018

Charles R. Gordon
President

EXHIBIT A
SCOPE OF WORK

I. General

The CITY requires professional Cured In Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains and oval and round stormwater mains (8" – 72" diameter) on a continuing annual contract basis. Quantities listed are estimated for proposal purposes based on work projections and are subject to change. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for four (4) additional one-year terms upon mutual agreement for the same prices and at the same terms and conditions. The contract shall not exceed five (5) years.

II. Summary of Work

The CONTRACTOR shall provide all work required for a completed project including but not necessarily limited to labor, supervision, traffic control, materials, equipment, installation, onsite material test samples showing compliance with manufacturer's recommended material, handling and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains and oval and round stormwater mains with resin impregnated cured-in-place pipe (CIPP) in accordance with American Society for Testing and Materials (ASTM) ~~standard F 1216-09~~ Designation F1216-16 and all applicable CITY, manufacturer and industry preferred standards. The CONTRACTOR shall provide professional advice to CITY on the most cost-effective and efficient approach to resolve all challenges encountered during the performance of the work. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Stormwater main and sanitary sewer main cleaning
- Stormwater main and sanitary sewer main pre- and post- work video inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Erosion and sediment control
- Site restoration

III. Product Performance

A. Lining

Standard lining products meeting product specifications outline in ASTM Designation: F1216-16 (Attachment A) are intended to have a 50-year design life and in order to minimize CITY's risk. Only proven products with substantial successful long-term track records will be approved. All thicknesses expressed on the Bid Item Schedule are the *finished thicknesses* of the liner after curing.

B. Equipment/Vehicles

All CONTRACTOR/sub-contractor equipment shall be sufficient in size and number for work to be performed in a timely manner under this contract. All CONTRACTOR/sub-contractor equipment shall be maintained in good operating condition. The CITY reserves the right to reject any equipment deemed unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to replace rejected equipment in a timely manner and at no cost to the CITY. All equipment shall be equipped at a minimum with manufacturer's recommended sound muffling devices that will reduce noise levels to the State or Federal acceptable limit for residential neighborhoods.

IV. Materials

A. All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. CONTRACTOR shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. CONTRACTOR/sub-contractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.

B. The CONTRACTOR shall use potable water from the CITY for the project. The CONTRACTOR must obtain a construction hydrant water meter and all appropriate fees paid prior to the start of work. The CONTRACTOR will be responsible for paying for all potable water used at standard CITY rates.

VII. Contractor Responsibilities

A. Backflow Prevention: The CONTRACTOR will properly install an approved backflow prevention device in-line to the fresh water fill line of all jetting and/or vacuum equipment

B. Staffing: The CONTRACTOR shall employ adequate staff to perform the services required, including but not limited to Project Representative, Project Manager, Field Supervisor and Senior Foreman. CONTRACTOR shall provide staff who are proficient and experienced in all phases of services required.

C. Site Assessment: The CONTRACTOR shall visit each site to assess site conditions including confirmation of the actual footage, material type and diameters and incorporate those findings in their initial cost and work proposal.

D. Vehicle Identification: The CONTRACTOR shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. The CONTRACTOR will not permit personal vehicles to be parked at the job site.

E. License and Confined Space: The CONTRACTOR shall be a licensed CONTRACTOR for the provision of these services in the State of Florida with full service

offices in the State of Florida for the provision these services.

F. Cleaning of Stormwater Main and Sewer Lines: The CONTRACTOR shall remove and properly dispose of all debris from the inside of manholes, stormwater mains and/or sewer lines and provide a sufficiently dry interior environment that will not interfere with the installation's expected working life of a durable CIPP liner per the manufacturer's requirements.

G. Bypassing Stormwater and Sewage: The CONTRACTOR shall provide for the flow of stormwater and sewage around the sections of pipe designated for reconstruction. The CONTRACTOR shall make the bypass by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The CONTRACTOR will provide pump(s) and bypass lines of adequate capacity and size to handle the average daily flow. The CONTRACTOR'S backup bypass pump(s) will be adequately sized and with full operational capabilities and will be on site at all times of by-pass pumping. The CONTRACTOR shall be responsible for all traffic control during operations and bypass pumping.

H. TV & Inspection of Pipelines: The CONTRACTOR will inspect pipelines using experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The CONTRACTOR will carefully inspect the interior of the pipeline to determine the location of any conditions which may prevent proper installation of CIPP into the pipeline; the CONTRACTOR will notify the City so that these conditions can be corrected. The CONTRACTOR shall review all questionable host pipe areas with the CITY and provide advice on remedies to correct them. The CONTRACTOR will maintain a video and suitable log for later reference by the CITY. The CONTRACTOR will perform the post-construction inspection and will provide a video DVD and log to the CITY. The CONTRACTOR will ensure that all video inspection are witnessed by a CITY representative as it is being performed. The CONTRACTOR will include the cost of video inspection in the contract line items.

I. Manhole/Liner Interface: The CONTRACTOR shall make a watertight seal at the interface where the liner/host pipe meets the manhole or other attachment point. The CONTRACTOR'S removal of CIPP liner from areas where line placement was elected in lieu of resetting equipment shall be incidental to the placement of the CIPP.

J. Service Reconnection: Service reconnection refers to the reinstatement of the house service connection at the sewer main after the installation of trenchless pipe reconnection system. The CONTRACTOR will accomplish this from within the sewer main via a remote controlled cutting device.

K. Service with Pressure Grouting: The CONTRACTOR will pressure grout the service wye after mainline has been rehabilitated and service line re-instated. The CONTRACTOR will use a non-shrinking chemical grout (Avanti 118/101 or Cues Quickseal 105 are acceptable). The CONTRACTOR shall provide trenchless reconstruction of service laterals and main line sewers. The CONTRACTOR shall perform services including but not limited to televised inspection, data collection, system flow analysis and pipeline reconstruction in accordance with ASTM Designation F2454-05, attached as Attachment B.

L. Safety and Worksite Control: The CONTRACTOR will provide services that include safety measures for both their workers and the public. The CONTRACTOR is completely responsible for the control of the environment of the work site during on-site operations including implementation, operation, maintenance and tear down of traffic control systems. The CONTRACTOR will take all precautions to protect the workers, public the CITY staff from the exposure to harmful or hazardous situations and substances within the stormwater and sewer systems.

M. Waste Materials: The CONTRACTOR will dispose all waste materials and shall transport waste materials to the nearest CITY Wastewater Treatment Plant for processing. The CONTRACTOR will obtain CITY approval of all waste material disposal schedules. The CONTRACTOR shall clean up all waste material spills and clean-up required due to the loading, hauling and unloading of the CONTRACTOR's equipment.

The CONTRACTOR shall conform to any and all requirements regarding hauling and disposal of waste from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments. The CONTRACTOR shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.

N. Curing Water: The CONTRACTOR will pay for all costs associated with disposal of curing water in accordance with CITY, State and Federal regulations.

O. TV Inspection Report: The CONTRACTOR will prepare and submit a report of each TV inspection and analysis to the CITY for review. The CITY shall consult with the CONTRACTOR and finalize the scope of work.

P. Schedule Coordination: The CONTRACTOR shall inform the CITY of its planned work schedules two weeks in advance of performing the work and provide the CITY reasonable opportunity to observe and inspect the work. The CONTRACTOR will advise the CITY of all schedule changes and notified when a work site is to be left for a 24-hour period when work is not complete.

Q. Rights of Various Interests: Wherever work being done by the City's forces or by other contractors is contiguous to Work covered by this Contract, the respective rights of the various interests involved shall be established by the City to secure the completion of the various portions of the work in general harmony.

R. Separate Contracts: The City reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate Contractor's work with theirs.

S. Patent Fees and Royalties: CONTRACTOR will be responsible at all times for compliance with applicable patents and copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the work or the formulation or presentation of its bid. CONTRACTOR will

pay all royalties and license fees and will provide, prior to commencement of a Project hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not the OWNER specifies a particular design, device, material, or process. CONTRACTOR will defend all suits or claims for infringement of any patent or copyright and will save the OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. The OWNER will have the right to stop the Work or terminate this Contract at any time if CONTRACTOR fails to disclose to the OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material, or process.

VIII. Contractor / Sub-contractor Employee Conduct and Appearance

A. Conduct:

1. CONTRACTOR and sub-contractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.

2. CONTRACTOR'S on-site employees shall all have current confined space entry certification.

3. The CONTRACTOR will remove any employee or sub-contractor employee reporting to a work site under the influence and/or smelling of alcohol from the work site. CONTRACTOR will immediately replace the employee in a timely manner and at no cost to the CITY.

4. The CONTRACTOR will provide trained supervision at the work site to ensure work is performed in a safe manner.

5. The CONTRACTOR shall correct any damage resulting from the negligence of CONTRACTOR or sub-contractor employee(s) to CITY property or equipment in a timely manner, to the CITY's satisfaction and at the CONTRACTOR's sole expense.

B. Appearance:

1. CONTRACTOR and sub-contractor employees assigned to work under this contract will maintain a neat, clean, and professional appearance.

2. CONTRACTOR and sub-contractor employees shall wear uniforms consisting of, at minimum, wear a work shirt identifying their company name.

3. Licenses/Permits: The CONTRACTOR will obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as communications companies, electric utilities, gas utilities and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

IX. Scope of Work General Stormwater and Sanitary Sewer Main Lining

The CONTRACTOR will be compensated for oval stormwater mains at the unit cost for the round pipe diameter that meets or exceeds the oval pipe's square feet of flow-way

area opening. Individual item quantities may be adjusted at the sole discretion of the City if necessary to compensate for unique project and site conditions.

A. Stormwater Main and Sanitary Sewer Cleaning

Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from stormwater mains, sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

1. Quality Assurance: The CONTRACTOR shall conduct cleaning operations using experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein.

2. Submittals:

a. The CONTRACTOR shall submit a Cleaning Log in a format acceptable to the CITY for the purposes of recording pertinent information relative to the stormwater main and sanitary sewer structures being cleaned. The CONTRACTOR will provide the Cleaning Log no later than 14 calendar days after the conclusion of the cleaning.

b. The CONTRACTOR will submit Material Safety Data Sheets (MSDS) for all chemical cleaning agents proposed for use under this contract no later than 14 days after the effective date of the Contract.

B. Products: The CONTRACTOR shall utilizes cleaning equipment capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstructions from the sanitary sewer mains and the oval and round stormwater mains. The CONTRACTOR will ensure that all equipment used for cleaning operations is designed and intended to do the type of work which is specified. The CONTRACTOR will utilize equipment which is self-contained to handle all operations, when possible. The CONTRACTOR will use equipment manufacturer that is actively engaged in the research, development and manufacturing of said equipment. The CONTRACTOR may be directed to remove equipment deemed sub-standard by the City and may be directed to replace the equipment with equipment meeting these specifications, at no additional cost to the CITY.

1. High Velocity Cleaning Equipment: The CONTRACTOR will supply all high velocity hydraulic sewer cleaning equipment mounted on trucks. The CONTRACTOR supplied equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. The CONTRACTOR will supply a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the CITY, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. Hydraulically Propelled Cleaning Equipment: The CONTRACTOR will supply hydraulically propelled cleaning equipment of the movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm or sewer systems. Storm/Sewer cleaning balls or other such equipment which cannot be collapsed instantly to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease or obstruction.

3. Mechanical Cleaning Equipment: The CONTRACTOR will provide bucket machines in pairs with each machine powered by a minimum of a 16 horsepower engine to ensure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and produce a 2,000 pound rod pull. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to ensure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. The CONTRACTOR will arrange all electrical drops required by the CONTRACTOR.

4. Capture and Removal of Debris: The CONTRACTOR shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The CONTRACTOR will bear the cost of all system down-time and repairs to restore operational status resulting from construction debris damage that in the CITY's opinion was reasonably preventable.

5. Water Metering Requirements: The CONTRACTOR will access CITY water via fire hydrants equipped with hydrant meters for cleaning, inversion and other work items requiring water. All costs incurred in obtaining and delivering the potable water shall be borne by the CONTRACTOR. The CONTRACTOR will use only potable water for this work.

C. Execution:

1. General: These specifications provide a basis by which a stormwater main or sanitary sewer line can be cleaned of all debris so that further work can be carried out. The CONTRACTOR will clean the designated stormwater main and/or sanitary sewer lines using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. The CONTRACTOR'S selection of the equipment used shall be based on the condition of the lines at the time the work commences. The CONTRACTOR will select equipment and methods that are satisfactory to the CITY. The CONTRACTOR will accomplish the cleaning of stormwater main or sewer lines by trapping and collecting all sand, debris, grease and other materials at the next manhole downstream of the line being cleaned,

and removal and proper disposal of said materials. The CONTRACTOR'S cleaning operations may also provide a means by which the stormwater main or sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. The CONTRACTOR will not clean upstream sections of pipe once that section of pipe has been televised and accepted as complete.

2. Site Visit: The CONTRACTOR will conduct a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes.

3. The CONTRACTOR shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the CITY representative so that CITY personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the CONTRACTOR excavate buried manholes without prior written authorization from the CITY.

D. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the stormwater main or sewer line by means of water pumped into the line at a high velocity. The CONTRACTOR shall accomplish cleaning using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. The CONTRACTOR will make as many passes as necessary to sufficiently clean the stormwater main or sewer line. The CONTRACTOR will take all precautions to protect the stormwater main or sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: The CONTRACTOR will take precautions to ensure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the stormwater main or sewer line are used.

3. Capture and Removal of Debris: The CONTRACTOR will construct a suitable weir or dam in the downstream manhole in such a manner that both the solids and water shall be trapped when hydraulic cleaning equipment is used, shall be constructed. The CONTRACTOR will pump this trapped solution using a method approved by the CITY, from the manhole into a retention chamber aboveground. The retention chamber shall contain not less than two baffles to ensure complete settlement of the solids before returning the liquid to the stormwater main or sewer line.

E. Mechanical Cleaning Methodology:

1. Rodding: The CONTRACTOR will perform cleaning by rodding with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.

2. Bucket Machine: The CONTRACTOR will remove all solids, materials and other debris by means of a clam-shell type bucket and/or other appliances dragged through the stormwater main or sewer line with power winches of suitable size and horsepower.

3. Supplemental Cleaning: The CONTRACTOR will perform a minimum of one pass using hydraulic cleaning methods after all material has been removed by mechanical cleaning, to ensure complete removal of material from the walls of the pipe. The CONTRACTOR will repair any damage to pipes.

4. Capture and Removal of Debris: The CONTRACTOR will capture debris in the downstream manhole in a manner approved in writing by the CITY, or as described above when mechanical cleaning equipment is used. .

F. Special Cleaning Requirements for Cast Iron Pipe: The CONTRACTOR will clean pipes of tuberculation, including rust build-up and mineral deposits after cleaning pipe of normal sewage deposits such as sand and grease by methods above. The CONTRACTOR may choose any equipment necessary to remove the tuberculation for pipe diameters greater than 24-inch, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump stations. The CONTRACTOR will remove all tuberculations for pipe diameters less than or equal to 24-inch, using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The CONTRACTOR may choose a similar proofing device if deemed acceptable, in writing, by CITY.

G. Sanitary Sewer Manhole Modifications: The CONTRACTOR will make any modifications to manholes to facilitate cleaning which will be subject to prior written approval by the CITY. CONTRACTOR shall salvage and reuse all manhole covers and rings that are removed during sewer line and manhole rehabilitation.

H. Material Removal and Cleanup:

1. Material Removal: The CONTRACTOR will remove all sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the CITY, except in totally enclosed containers, and only with the prior written approval of the CITY. The CONTRACTOR will remove all solids or semi-solids resulting from the cleaning operations from the site and disposed of at a location approved by the CITY.

2. Root Removal: The CONTRACTOR will remove all roots. The CONTRACTOR will give special attention during the cleaning operation to assure complete removal of roots from joints in lines and manholes. The CONTRACTOR may use chemical root treatment at the option of the CONTRACTOR.

When the CONTRACTOR uses chemicals to aid in removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and in compliance with all applicable CITY, State and Federal regulations. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root

treatment material used. The CONTRACTOR shall protect waterways, ponds and other water bodies from chemical contamination.

I. Degree of Cleaning: The CONTRACTOR will remove all dirt, debris, roots and other solid and liquid materials from the sections of stormwater system or sewer system being cleaned to the extent that closed circuit television inspection can be performed. The CONTRACTOR will only perform light cleaning on all stormwater main and sanitary sewer main. A CITY representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning is defined as follows:

1. Light Cleaning: The removal of ¼ pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.

2. Medium Cleaning: The removal of greater than ¼ and up to and including ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.

3. Heavy Cleaning: The removal of greater than ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item

J. Dewatering: When by CITY and CONTRACTOR prior inspection and agreement it is determined that the pipe cannot be cleaned due to infiltration of groundwater, and the CONTRACTOR is required to temporarily halt the infiltration of groundwater by de-watering system means, the cost shall be included in the unit prices for cleaning as an incidental cost..

K. Manhole Clean-up: Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. The CONTRACTOR will remove all debris from the stormwater system and sanitary sewer system and shall disposed of such debris properly off site in areas provided by the CONTRACTOR at the CONTRACTOR'S expense. The CONTRACTOR will provide transportation of debris or other material by the CONTRACTOR in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. , The CONTRACTOR will clean up any debris or other material to the satisfaction of the CITY or other authorities having jurisdiction should spillage of debris resulting from overloading of trucks or for any other reason. The CONTRACTOR will ensure that all vehicles transporting debris or other material do not exceed the maximum allowable load limits of any road being used.

L. Restoration: The CONTRACTOR will repair all damage to public and/or private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the CONTRACTOR.

M. Additional Cleaning: The CONTRACTOR will re-clean the line at no additional expense to the CITY should subsequent video inspection of cleaned stormwater main or sewers reveal that additional cleaning is required. The CONTRACTOR will provide any additional video inspection or re-setup of video equipment required due to re-cleaning at no additional expense to the CITY.

N. Pre- and Post-Work Inspections

The CONTRACTOR will video tape the stormwater main or sewer lines under the direct supervision of a CITY representative, prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work,. A CITY representative must be on site during the entire inspection procedure period. In the event the CONTRACTOR performs video inspection without a CITY representative present, the video will not be accepted by the CITY and must be re-done in the presence of a CITY representative. The CONTRACTOR will provide one (1) copy of the DVD video and associated video logs to the CITY prior to scheduling the post-cleaning and final inspections. CONTRACTOR shall meet with CITY staff to determine the acceptable method of repair if defects or problems are observed on the video. The CONTRACTOR will make all necessary repairs or correct the noted deficiencies at no cost to the CITY.

The CONTRACTOR will provide mandatory television inspection on all stormwater main and sewer mains that CIPP work has been performed under this contract. Only pan and tilt type cameras will be allowed. The CONTRACTOR will provide two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality to the CITY at the time of the inspection. The video will be in color with good clarity. No black and white or poor quality videos will be accepted. The CONTRACTOR will schedule television inspection a minimum of seventy-two (72) hours in advance and a CITY representative is required to be on-site during entire length of each television inspection; otherwise the television inspection will be deemed invalid. The CONTRACTOR will clean all lines prior to videoing in accordance with Technical Specifications.

O. Maintenance of Traffic (MOT)

CONTRACTOR shall furnish all traffic control in accordance with the Florida Department of Transportation (FDOT) specifications as outlined in the "Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System" (latest edition) and the United States Department of Transportation/Federal Highway Administration (USDOT/FHWA) "Manual on Uniform Traffic Control Devices" (latest edition) for all aspects of assigned work.

CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. The CONTRACTOR will provide written notice prior to access blockage to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.

The CONTRACTOR shall maintain at least one lane of vehicular traffic at all times. The CONTRACTOR shall also provide safety barricades, business entrance signage and flag persons as required to properly maintain traffic flow. The CONTRACTOR shall prepare and submit a traffic maintenance plan for approval by the CITY prior to the start of work if directed by the CITY. The CONTRACTOR will include the cost of all work, materials and costs required for completed traffic control in the unit cost of the traffic control pay items in the pricing sheet.

P. Locates CONTRACTOR is responsible for all utility locates.

Q. Isolation and Bypass Operations

1. CONTRACTOR shall provide all isolation and bypass operations: The CONTRACTOR's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system and stormwater main users while maintenance or construction operations (including rehabilitation, repair or replacement) are being performed on the segment(s) being bypassed and/or from which flow is being diverted by:

a. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.

b. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.

c. Ensure an emergency backup plan is smoothly implemented in the event of system failure.

d. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, stormwater mains and waterways while flow bypass or diversion pumping takes place, and

e. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.

2. The CONTRACTOR will provide flow bypass and diversion pumping in such a manner so as not to damage private or public property, or create a nuisance or public menace. The CONTRACTOR will enclose the pumped sewage in a hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. The CONTRACTOR will return flow to the sewer and will remove all temporary equipment after the work is completed. The CONTRACTOR will enclose the pumped storm water in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the stormwater system. The CONTRACTOR shall return flow to the stormwater mains and all temporary equipment removed after the work is completed.

3. The CONTRACTOR will provide an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy on site continuously to monitor the operation of the entire bypass/diversion system when pumps are operating. The operator/mechanic shall comprehensively, methodically and continuously:

a. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels

b. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.

c. Check the integrity of hoses and couplings along the entire bypass/diversion system.

d. Monitor lubrication levels and top off as necessary

e. Facilitate minor repairs as required

f. Report to CITY on problems arising.

4. The CONTRACTOR shall plan and execute sewer flow control, bypass and diversion pumping operations. The CONTRACTOR shall be entirely liable for damages to private or public property that may result from his/her operations and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.

5. The CONTRACTOR shall immediately stop the overflow and take action to clean up and disinfect the spillage in the event of accidental overflow or spillage. The CONTRACTOR shall notify the CITY immediately and in any event not less than twenty-four (24) hours following the occurrence.

The CONTRACTOR is deemed to be entirely responsible should fines be subsequently imposed as a direct result of the overflow or spillage and the CONTRACTOR shall pay such fines as are imposed by the authorities. The CITY shall pay no fine(s) where it is shown the CONTRACTOR was entirely responsible for any overflow or spillage.

6. The CONTRACTOR shall complete work as efficiently as possible without interruption once by-pass pumping is underway at any given site.

7. The CONTRACTOR will ensure the level of noise emitted from pumps is within local regulations/ordinance parameters.

R. Work Integration

1. Hours of Operation: The CONTRACTOR will conduct all work during CITY acceptable work hours (typically 7:30 a.m. to 6:00 p.m.), Monday through Friday with the exception of CITY-observed events or holidays, unless circumstances prevent such scheduling. Such circumstances may include, but are not limited to, structures with high peak flows, significant negative impact on business or schools or excessive pedestrian and vehicular traffic flow if structure is located in vehicular or pedestrian thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the CONTRACTOR and the CITY prior to the start of work. CONTRACTOR overtime and other CONTRACTOR-related costs shall be borne by the CONTRACTOR.

2. Work Coordination: The CONTRACTOR shall coordinate all work between a single point of contact for the CONTRACTOR and the CITY designated project manager. The CONTRACTOR will conduct discussion of structure conditions before work starts and final payment based on conditions agreed to at time of commencement of work or in subsequently approved change orders.

3. The CONTRACTOR will notify the CITY a minimum of seventy-two (72) hours prior to the commencement of work in order for CITY personnel to be available for onsite activities.

S. Work Product Submittals

1. Bypass Pumping: The CONTRACTOR will provide submittals for the by-pass pumping plan and those plans approved no less than two weeks prior to execution of the work. The CONTRACTOR will not mobilize prior to approval of the pumping plan.

2. Videotaping: CONTRACTOR will submit one copy of each of two video inspections; one prior to the start of work and one after CIPP lining is completed for each

project. The video shall be of *high visual quality with complete and clear annotation on screen* to trace the route of camera travel and accurately determine the pipe condition in compatibility with the route and inspection information in the condition assessment log.

T. Site Restoration

The CONTRACTOR shall restore the work site(s) on a daily basis where practical. The CONTRACTOR will clear all obstructions from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. The CONTRACTOR will not create a public nuisance during restoration activities. The CONTRACTOR will complete all restoration activities within a minimum of fourteen (14) calendar days of work being finished in a work area. Site restoration is ancillary item for the CIPP reconstruction and shall be included in the LF cost.

U. Ordering and Payment

1. Work will be ordered by the City through delivery of a work order request e-mail that includes a due date for the work order proposal to be submitted, a brief description of the work to be done and an aerial map with a schematic detail of the pipe system. The work order request will include a request for a fee and a time for completion. The City's work order request to the Contractor is based on an annual prioritized list of projects or a request from the Field Operations staff. It may or may not include the need for special conditions such as a compressed timeframe for response and the work schedule based upon the urgency/conditions such as an impending or partial road collapse. Acceptance of the work order proposal shall be documented by issuance of a City Purchase Order. Work shall not commence until issuance of an electronic Notice to Proceed (i.e., an email) for the work order.

2. The CONTRACTOR will submit monthly invoices to the CITY inspector for review and agreement prior to submitting to the CITY project manager for final acceptance and processing of payment.

V. Mobilization Mobilization charges shall include movement of equipment and material to and from the site and other costs not included as a separate line item to commence work on a work authorization.

W. Line Reconstruction

1. Sanitary: Includes open cut and installation of SDR-26 PVC Sanitary Sewer. Furnished and Installed. Open cut and Construct Sanitary Sewer line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring bracing installation of SDR26 PVC sanitary sewer, rigid fernco connections or manhole boots as required, pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements, pavement repair, testing, sodding and cleanup.

2. Sanitary: Incudes open cut installation of C900 Sanitary sewer. Furnished and Installed. Open cut and Construct Sanitary Sewer line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring bracing installation of C900 sanitary sewer, rigid fernco connections or manhole boots as required,

pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding and cleanup.

3. Stormwater: Incudes open cut installation of RCP stormwater pipeline. Furnished and Installed. Open cut and Construct stormwater line, includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring, bracing installation of RCP stormwater pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding, pavement repair, brick and mortar installation and any connection to a structure and cleanup. **FDOT** Concrete collars are required on RCP to connect pipe and incidental to installation of the stormwater PVC line.

4. Stormwater: Incudes open cut installation of HDPE stormwater pipeline. Furnished and Installed. Open cut and Construct stormwater line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring, bracing installation of HDPE stormwater pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding, pavement repair, brick and mortar installation and any connection to a structure and cleanup. HDPE collars are incidental to installation of the stormwater HDPE line.

X. Grout Fill Abandoned Lines Grout fill will be required where the City determines it best to replace the entire line in a different alignment. The unit price will be paid by the cubic yard. Payment will be for the furnishing and placement of the grout mixture and will include all necessary excavation, connections, restoration and all other accommodations to properly perform the work.

Y. Manhole Cleaning the CONTRACTOR will remove all dirt, debris, roots and other solid and liquid materials from the sections of stormwater or sewer manhole being cleaned to the extent that closed circuit television inspection can be performed.

EXHIBIT B

	CIPP REHABILITATION - SANITARY SEWER MAINS				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
A	**8" diameter**				
A-1	6.0 mm normal thickness (.236")	10,000	LF	$ 23.10	$ 231,000.00
A-2	7.5 mm normal thickness (.295")	10,000	LF	$ 25.20	$ 252,000.00
A-3	9.0 mm normal thickness (.354")	5,000	LF	$ 26.00	$ 130,000.00
				TOTAL "A"	$ 613,000.00
B	**10" diameter**				
B-1	6.0 mm normal thickness (.236")	400	LF	$ 27.30	$ 10,920.00
B-2	7.5 mm normal thickness (.295")	400	LF	$ 29.70	$ 11,880.00
B-3	9.0 mm normal thickness (.354")	400	LF	$ 31.00	$ 12,400.00
				TOTAL "B"	$ 35,200.00
C	**12" diameter**				
C-1	6.0 mm normal thickness (.236")	400	LF	$ 30.40	$ 12,160.00
C-2	7.5 mm normal thickness (.295")	400	LF	$ 32.90	$ 13,160.00
C-3	9.0 mm normal thickness (.354")	600	LF	$ 39.30	$ 23,580.00
				TOTAL "C"	$ 48,900.00
D	**15" diameter**				
D-1	6.0 mm normal thickness (.236")	400	LF	$ 38.00	$ 15,200.00
D-2	7.5 mm normal thickness (.295")	400	LF	$ 42.10	$ 16,840.00
D-3	9.0 mm normal thickness (.354")	600	LF	$ 49.10	$ 29,460.00
				TOTAL "D"	$ 61,500.00
E	**18" diameter**				
E-1	6.0 mm normal thickness (.236")	300	LF	$ 37.90	$ 11,370.00
E-2	7.5 mm normal thickness (.0295")	300	LF	$ 45.00	$ 13,500.00
E-3	9.0 mm normal thickness (.354")	300	LF	$ 57.70	$ 17,310.00
E-4	10.5 mm normal thickness (.413")	200	LF	$ 61.20	$ 12,240.00
				TOTAL "E"	$ 54,420.00
F	**21" diameter**				
F-1	6.0 mm normal thickness (.236")	300	LF	$ 44.00	$ 13,200.00
F-2	7.5 mm normal thickness (.295")	300	LF	$ 48.00	$ 14,400.00
F-3	9.0 mm normal thickness (.354")	300	LF	$ 67.50	$ 20,250.00
F-4	10.5 mm normal thickness (.413")	300	LF	$ 73.30	$ 21,990.00
F-5	12.0 mm normal thickness (.472")	200	LF	$ 78.90	$ 15,780.00
F-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	$ 4.20	$ 420.00
				TOTAL "F"	$ 86,040.00

	CIPP REHABILITATION - SANITARY SEWER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
G	**24" diameter**				
G-1	9.0 mm normal thickness (.354")	300	LF	$ 70.00	$ 21,000.00
G-2	10.5 mm normal thickness (.413")	300	LF	$ 82.50	$ 24,750.00
G-3	12.0 mm normal thickness (.472")	300	LF	$ 89.90	$ 26,970.00
G-4	13.5 mm normal thickness (.531")	300	LF	$ 94.90	$ 28,470.00
G-5	15.0 mm normal thickness (.591")	200	LF	$ 100.20	$ 20,040.00
G-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 4.30	$ 430.00
				TOTAL "G"	$ 121,660.00
H	**27" diameter**				
H-1	9.0 mm normal thickness (.354")	100	LF	$ 74.00	$ 7,400.00
H-2	10.5 mm normal thickness (.413")	100	LF	$ 89.70	$ 8,970.00
H-3	12.0 mm normal thickness(.472")	100	LF	$ 97.90	$ 9,790.00
H-4	13.5 mm normal thickness (.531")	50	LF	$ 104.20	$ 5,210.00
H-5	15.0 mm normal thickness (.591")	50	LF	$ 110.30	$ 5,515.00
H-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 3.90	$ 390.00
				TOTAL "H"	$ 37,275.00
I	**30" diameter**				
I-1	9.0 mm normal thickness (.354")	100	LF	$ 76.00	$ 7,600.00
I-2	10.5 mm normal thickness (.413")	100	LF	$ 101.10	$ 10,110.00
I-3	12.0 mm normal thickness (.472")	100	LF	$ 109.50	$ 10,950.00
I-4	13.5 mm normal thickness (.531")	100	LF	$ 115.90	$ 11,590.00
I-5	15.0 mm normal thickness (.591")	100	LF	$ 121.80	$ 12,180.00
I-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 5.50	$ 550.00
				TOTAL "I"	$ 52,980.00
J	**36" diameter**				
J-1	10.5 mm normal thickness (.413")	100	LF	$ 90.00	$ 9,000.00
J-2	12.0 mm normal thickness (.472")	100	LF	$ 134.50	$ 13,450.00
J-3	13.5 mm normal thickness (.531")	100	LF	$ 142.80	$ 14,280.00
J-4	15.0 mm normal thickness (.591")	100	LF	$ 150.70	$ 15,070.00
J-5	16.5 mm normal thickness (.650")	100	LF	$ 157.40	$ 15,740.00
J-6	18.0 mm normal thickness (.709")	100	LF	$ 166.10	$ 16,610.00
J-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 5.60	$ 560.00
				TOTAL "J"	$ 84,710.00

	CIPP REHABILITATION - SANITARY SEWER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
K	**42" diameter**				
K-1	10.5 mm normal thickness (.413")	100	LF	$ 119.80	$ 11,980.00
K-2	12.0 mm normal thickness (.472")	100	LF	$ 158.80	$ 15,880.00
K-3	13.5 mm normal thickness (.531")	100	LF	$ 167.60	$ 16,760.00
K-4	15.0 mm normal thickness (.591")	100	LF	$ 176.40	$ 17,640.00
K-5	16.5 mm normal thickness (.650")	50	LF	$ 185.20	$ 9,260.00
K-6	18.0 mm normal thickness (.709")	50	LF	$ 192.80	$ 9,640.00
K-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 7.10	$ 710.00
				TOTAL "K"	$ 81,870.00
	TOTAL "A" THRU "K"				$ 1,277,555.00
	CLEAN & INSPECTION - SANITARY SEWER MAINS				
L	**Light Cleaning and Inspection**				
L-1	8" – 12" diameter	6,000	LF	$ 2.50	$ 15,000.00
L-2	14" – 18" diameter	6,000	LF	$ 5.00	$ 30,000.00
L-3	20" – 24" diameter	6,000	LF	$ 7.00	$ 42,000.00
L-4	27" – 42" diameter	6,000	LF	$ 10.00	$ 60,000.00
L-5	48" – 72" diameter	6,000	LF	$ 12.10	$ 72,600.00
				TOTAL "L"	$ 219,600.00
M	**Medium Cleaning**				
M-1	8" – 12" diameter	6,000	LF	$ 3.70	$ 22,200.00
M-2	14" – 18" diameter	6,000	LF	$ 7.00	$ 42,000.00
M-3	20" – 24" diameter	6,000	LF	$ 10.00	$ 60,000.00
M-4	27" – 42" diameter	6,000	LF	$ 13.10	$ 78,600.00
M-5	48" – 72" diameter	6,000	LF	$ 15.10	$ 90,600.00
				TOTAL "M"	$ 293,400.00
N	**Heavy Cleaning**				
N-1	8" – 12" diameter	6,000	LF	$ 3.30	$ 19,800.00
N-2	14" – 18" diameter	6,000	LF	$ 8.00	$ 48,000.00
N-3	20" – 24" diameter	6,000	LF	$ 12.10	$ 72,600.00
N-4	27" – 42" diameter	6,000	LF	$ 16.10	$ 96,600.00
N-5	48" – 72" diameter	6,000	LF	$ 18.10	$ 108,600.00
		6,000	LF		$ -
				TOTAL "N"	$ 345,600.00
O	**Root Removal**				
O-1	8" – 12" diameter	6,000	LF	$ 1.60	$ 9,600.00
O-2	14" – 18" diameter	6,000	LF	$ 2.60	$ 15,600.00
O-3	20" – 24" diameter	6,000	LF	$ 4.80	$ 28,800.00
O-4	27" – 42" diameter	6,000	LF	$ 5.30	$ 31,800.00
O-5	48" – 72" diameter	6,000	LF	$ 6.30	$ 37,800.00
				TOTAL "O"	$ 123,600.00

	CLEAN & INSPECTION - SANITARY SEWER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
P	**Tuberculation Cleaning**				
P-1	8" – 12" diameter	6,000	LF	$ 19.00	$ 114,000.00
P-2	14" – 18" diameter	6,000	LF	$ 21.70	$ 130,200.00
P-3	20" – 24" diameter	6,000	LF	$ 22.70	$ 136,200.00
P-4	27" – 42" diameter	6,000	LF	$ 23.30	$ 139,800.00
P-5	48" – 72" diameter	6,000	LF	$ 25.90	$ 155,400.00
				TOTAL "P"	$ 675,600.00
	TOTAL "L" THRU "P"				$ 1,657,800.00
	SANITARY SEWER				
	LATERAL CIPP LINING-TOP HAT/FULL WRAP - UP TO 36"				
Q					
Q-1	Four (4) inch lateral connection per ASTM F1216-16	20	EA	$ 2,009.90	$ 40,198.00
Q-2	Six (6) inch lateral connection per ASTM F1216-16	20	EA	$ 2,009.90	$ 40,198.00
Q-3	Eight (8) inch lateral connection per ASTM F1216-16	20	EA	$ 2,009.90	$ 40,198.00
Q-4	Lateral lining 0 to 30' per ASTM F1216-16	100	LF	$ 79.30	$ 7,930.00
Q-5	Additional Lateral Lining > 30' per ASTM F1216-16	100	LF	$ 37.00	$ 3,700.00
Q-6	Lateral Cutout	20	EA	$ 195.00	$ 3,900.00
Q-4	Lateral Grout	20	EA	$ 390.20	$ 7,804.00
	TOTAL "Q"				$ 143,928.00
	SANITARY SEWER				
	MANHOLE/LIFT STATION REFURBISHMENT				
R					
R-1	Interior Manhole Application (Precast)	2,000	SF	$ 19.00	$ 38,000.00
R-2	Interior Manhole Application (Brick)	2,000	SF	$ 23.30	$ 46,600.00
R-3	Interior Lift Station Application (Precast)	2,000	SF	$ 21.20	$ 42,400.00
R-4	Interior Lift Station Application (Brick)	2,000	SF	$ 26.40	$ 52,800.00
R-5	Bench/Invert Repair	200	EA	$ 528.90	$ 105,780.00
	TOTAL "R"				$ 285,580.00
	SANITARY SEWER				
	CLEANOUT INSTALLATION				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
S					
S-1	Four (4) inch cleanout	20	EA	$ 528.90	$ 10,578.00
S-2	Six (6) inch cleanout	20	EA	$ 634.70	$ 12,694.00
S-3	Eight (8) inch cleanout	20	EA	$ 793.40	$ 15,868.00
	TOTAL "S"				$ 39,140.00

	MANHOLE CLEANING				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
T	Manhole cleaning	2,000	SF	$ 5.30	$ 10,600.00
	TOTAL "T"				$ 10,600.00
	TOTAL "Q" THRU "T"				$ 479,248.00
	CIPP REHABILITATION - STORMWATER MAINS				
U	**8" diameter**				
U-1	6.0 mm normal thickness (.236")	500	LF	$ 39.50	$ 19,750.00
				TOTAL "U"	$ 19,750.00
V	**10" diameter**				
V-1	6.0 mm normal thickness (.236")	400	LF	$ 45.50	$ 18,200.00
V-2	7.5 mm normal thickness (.295")	400	LF	$ 48.00	$ 19,200.00
				TOTAL "V"	$ 37,400.00
W	**12" diameter**				
W-1	6.0 mm normal thickness (.236")	750	LF	$ 48.80	$ 36,600.00
W-2	7.5 mm normal thickness (.295")	750	LF	$ 51.50	$ 38,625.00
				TOTAL "W"	$ 75,225.00
X	**15" diameter**				
X-1	6.0 mm normal thickness (.236")	1,000	LF	$ 55.00	$ 55,000.00
X-2	7.5 mm normal thickness (.295")	1,500	LF	$ 64.50	$ 96,750.00
X-3	9.0 mm normal thickness (.354")	1,000	LF	$ 76.90	$ 76,900.00
X-4	Charge for each 1.5 mm thickness increase per LF exceeding 9.0 mm	100	LF	$ 2.10	$ 210.00
				TOTAL "X"	$ 228,860.00
Y	**18" diameter**				
Y-1	6.0 mm normal thickness (.236")	1,250	LF	$ 52.20	$ 65,250.00
Y-2	7.5 mm normal thickness (.295")	1,250	LF	$ 67.60	$ 84,500.00
Y-3	9.0 mm normal thickness (.354")	1,250	LF	$ 79.40	$ 99,250.00
Y-4	10.5 mm normal thickness (.413")	1,250	LF	$ 82.90	$ 103,625.00
Y-5	Charge for each 1.5 mm thickness increase per LF exceeding10.5 mm	100	LF	$ 4.20	$ 420.00
				TOTAL "Y"	$ 353,045.00
Z	**21" diameter**				
Z-1	6.0 mm normal thickness (.236")	220	LF	$ 59.70	$ 13,134.00
Z-2	7.5 mm normal thickness (.295")	220	LF	$ 63.50	$ 13,970.00
Z-3	9.0 mm normal thickness (.354")	220	LF	$ 90.10	$ 19,822.00
Z-4	10.5 mm normal thickness (.413")	220	LF	$ 96.10	$ 21,142.00
Z-5	12.0 mm normal thickness (.472")	200	LF	$ 104.40	$ 20,880.00
Z-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	$ 4.20	$ 420.00
				TOTAL "Z"	$ 89,368.00

	CIPP REHABILITATION - STORMWATER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
AA	**24" diameter**				
AA-1	9.0 mm normal thickness (.354")	700	LF	$ 95.00	$ 66,500.00
AA-2	10.5 mm normal thickness (.413")	700	LF	$ 106.70	$ 74,690.00
AA-3	12.0 mm normal thickness (.472")	700	LF	$ 116.80	$ 81,760.00
AA-4	13.5 mm normal thickness (.531")	700	LF	$ 122.00	$ 85,400.00
AA-5	15.0 mm normal thickness (.591")	700	LF	$ 127.50	$ 89,250.00
AA-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 4.30	$ 430.00
				TOTAL "AA"	$ 398,030.00
BB	**27" diameter**				
BB-1	9.0 mm normal thickness (.354")	220	LF	$ 100.00	$ 22,000.00
BB-2	10.5 mm normal thickness (.413")	220	LF	$ 113.70	$ 25,014.00
BB-3	12.0 mm normal thickness (.472")	220	LF	$ 124.60	$ 27,412.00
BB-4	13.5 mm normal thickness (.531")	220	LF	$ 131.20	$ 28,864.00
BB-5	15.0 mm normal thickness (.591")	220	LF	$ 137.60	$ 30,272.00
BB-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 4.50	$ 450.00
				TOTAL "BB"	$ 134,012.00
CC	**30" diameter**				
CC-1	9.0 mm normal thickness (.354")	600	LF	$ 100.00	$ 60,000.00
CC-2	10.5 mm normal thickness (.413")	600	LF	$ 113.70	$ 68,220.00
CC-3	12.0 mm normal thickness (.472")	600	LF	$ 123.30	$ 73,980.00
CC-4	13.5 mm normal thickness (.531")	600	LF	$ 129.90	$ 77,940.00
CC-5	15.0 mm normal thickness (.591")	600	LF	$ 135.90	$ 81,540.00
CC-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	$ 5.50	$ 550.00
				TOTAL "CC"	$ 362,230.00
DD	**36" diameter**				
DD-1	10.5 mm normal thickness (.413")	500	LF	$ 108.00	$ 54,000.00
DD-2	12.0 mm normal thickness (.472")	500	LF	$ 151.70	$ 75,850.00
DD-3	13.5 mm normal thickness (.531")	500	LF	$ 160.30	$ 80,150.00
DD-4	15.0 mm normal thickness (.591")	500	LF	$ 168.30	$ 84,150.00
DD-5	16.5 mm normal thickness (.650")	250	LF	$ 175.10	$ 43,775.00
DD-6	18.0 mm normal thickness (.709")	250	LF	$ 184.00	$ 46,000.00
DD-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 5.60	$ 560.00
				TOTAL "DD"	$ 384,485.00

	CIPP REHABILITATION - STORMWATER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
EE	**42" diameter**				
EE-1	10.5 mm normal thickness (.413")	250	LF	$ 120.00	$ 30,000.00
EE-2	12.0 mm normal thickness (.472")	250	LF	$ 140.00	$ 35,000.00
EE-3	13.5 mm normal thickness (.531")	250	LF	$ 185.80	$ 46,450.00
EE-4	15.0 mm normal thickness (.591")	250	LF	$ 194.80	$ 48,700.00
EE-5	16.5 mm normal thickness (.650")	250	LF	$ 203.80	$ 50,950.00
EE-6	18.0 mm normal thickness (.709")	250	LF	$ 211.50	$ 52,875.00
EE-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	$ 7.10	$ 710.00
				TOTAL "EE"	$ 264,685.00
FF	**48" diameter**				
FF-1	12.0 mm normal thickness (.472")	200	LF	$ 150.00	$ 30,000.00
FF-2	13.5 mm normal thickness (.531")	200	LF	$ 160.00	$ 32,000.00
FF-3	15.0 mm normal thickness (.591")	200	LF	$ 225.30	$ 45,060.00
FF-4	16.5 mm normal thickness (.650")	200	LF	$ 235.60	$ 47,120.00
FF-5	18.0 mm normal thickness (.709")	200	LF	$ 244.60	$ 48,920.00
FF-6	19.5 mm normal thickness (.768")	100	LF	$ 262.20	$ 26,220.00
FF-7	21.0 mm normal thickness (.827")	100	LF	$ 270.90	$ 27,090.00
FF-8	Charge for each 1.5 mm thickness increase per LF exceeding 21.0 mm	100	LF	$ 8.00	$ 800.00
				TOTAL "FF"	$ 257,210.00
GG	**52" diameter**				
GG-1	10.5 mm normal thickness (.413")	25	LF	$ 145.00	$ 3,625.00
GG-2	12.0 mm normal thickness (.472")	25	LF	$ 155.00	$ 3,875.00
GG-3	13.5 mm normal thickness (.531")	25	LF	$ 165.00	$ 4,125.00
GG-4	15.0 mm normal thickness (.591")	25	LF	$ 196.50	$ 4,912.50
GG-5	16.5 mm normal thickness (.650")	25	LF	$ 204.20	$ 5,105.00
GG-6	18.0 mm normal thickness (.709")	25	LF	$ 262.20	$ 6,555.00
GG-7	19.5 mm normal thickness (.768")	25	LF	$ 279.30	$ 6,982.50
GG-8	21.0 mm normal thickness (.827")	25	LF	$ 290.40	$ 7,260.00
GG-9	22.5 mm normal thickness (.886")	100	LF	$ 302.60	$ 30,260.00
GG-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 9.60	$ 960.00
				TOTAL "GG"	$ 73,660.00

	CIPP REHABILITATION - STORMWATER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
HH	**54" diameter**				
HH-1	10.5 mm normal thickness (.413")	25	LF	$ 150.00	$ 3,750.00
HH-2	12.0 mm normal thickness (.472")	25	LF	$ 160.00	$ 4,000.00
HH-3	13.5 mm normal thickness (.531")	25	LF	$ 170.00	$ 4,250.00
HH-4	15.0 mm normal thickness (.591")	25	LF	$ 210.00	$ 5,250.00
HH-5	16.5 mm normal thickness (.650")	25	LF	$ 215.00	$ 5,375.00
HH-6	18.0 mm normal thickness (.709")	25	LF	$ 288.90	$ 7,222.50
HH-7	19.5 mm normal thickness (.768")	25	LF	$ 305.50	$ 7,637.50
HH-8	21.0 mm normal thickness (.827")	25	LF	$ 406.10	$ 10,152.50
HH-9	22.5 mm normal thickness (.886")	100	LF	$ 419.70	$ 41,970.00
HH-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 9.80	$ 980.00
				TOTAL "HH"	$ 90,587.50
II	**60" diameter**				
II-1	10.5 mm normal thickness (.413")	25	LF	$ 302.40	$ 7,560.00
II-2	12.0 mm normal thickness (.472")	25	LF	$ 319.00	$ 7,975.00
II-3	13.5 mm normal thickness (.531")	25	LF	$ 330.20	$ 8,255.00
II-4	15.0 mm normal thickness (.591")	25	LF	$ 341.20	$ 8,530.00
II-5	16.5 mm normal thickness (.650")	25	LF	$ 350.40	$ 8,760.00
II-6	18.0 mm normal thickness (.709")	25	LF	$ 445.50	$ 11,137.50
II-7	19.5 mm normal thickness (.768")	25	LF	$ 468.90	$ 11,722.50
II-8	21.0 mm normal thickness (.827")	25	LF	$ 483.90	$ 12,097.50
II-9	22.5 mm normal thickness (.886")	100	LF	$ 499.10	$ 49,910.00
II-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 13.50	$ 1,350.00
				TOTAL "II"	$ 127,297.50
JJ	**72" diameter**				
JJ-1	10.5 mm normal thickness (.413")	25	LF	$ 500.10	$ 12,502.50
JJ-2	12.0 mm normal thickness (.472")	25	LF	$ 506.20	$ 12,655.00
JJ-3	13.5 mm normal thickness (.531")	25	LF	$ 519.70	$ 12,992.50
JJ-4	15.0 mm normal thickness (.591")	25	LF	$ 532.80	$ 13,320.00
JJ-5	16.5 mm normal thickness (.650")	25	LF	$ 546.60	$ 13,665.00
JJ-6	18.0 mm normal thickness (.709")	25	LF	$ 680.50	$ 17,012.50
JJ-7	19.5 mm normal thickness (.768")	25	LF	$ 763.20	$ 19,080.00
JJ-8	21.0 mm normal thickness (.827")	25	LF	$ 781.80	$ 19,545.00
JJ-9	22.5 mm normal thickness (.886")	100	LF	$ 796.30	$ 79,630.00
JJ-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	$ 14.70	$ 1,470.00
				TOTAL "JJ"	$ 201,872.50
	Total CIPP Rehabilitiation - Stormwater Mains ("U" THRU "JJ")				$ 3,097,717.50

	CLEAN & INSPECTION - STORMWATER MAINS				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
KK	**Light Cleaning and inspection**				
KK-1	8"- 12" diameter	6,000	LF	$ 6.00	$ 36,000.00
KK-2	14" - 18" diameter	6,000	LF	$ 8.00	$ 48,000.00
KK-3	20" - 24" diameter	6,000	LF	$ 9.00	$ 54,000.00
KK-4	27" - 42" diameter	6,000	LF	$ 12.10	$ 72,600.00
KK-5	48" - 72" diameter	6,000	LF	$ 16.10	$ 96,600.00
				TOTAL "KK"	$ 307,200.00
LL	**Medium Cleaning**				
LL-1	8" - 12" diameter	6,000	LF	$ 9.00	$ 54,000.00
LL-2	14"- 18" diameter	6,000	LF	$ 11.10	$ 66,600.00
LL-3	20" - 24" diameter	6,000	LF	$ 14.10	$ 84,600.00
LL-4	27" - 42" diameter	6,000	LF	$ 17.10	$ 102,600.00
LL-5	48"- 72" diameter	6,000	LF	$ 20.10	$ 120,600.00
				TOTAL "LL"	$ 428,400.00
MM	**Heavy Cleaning**				
MM-1	8" - 12" diameter	6,000	LF	$ 11.10	$ 66,600.00
MM-2	14" - 18" diameter	6,000	LF	$ 16.10	$ 96,600.00
MM-3	20" - 24" diameter	6,000	LF	$ 20.10	$ 120,600.00
MM-4	27"- 42" diameter	6,000	LF	$ 26.10	$ 156,600.00
MM-5	48"- 72" diameter	6,000	LF	$ 32.20	$ 193,200.00
				TOTAL "MM"	$ 633,600.00
NN	**Root Removal**				
NN-1	8" - 12" diameter	6,000	LF	$ 1.60	$ 9,600.00
NN-2	14" - 18" diameter	6,000	LF	$ 2.60	$ 15,600.00
NN-3	20" - 24" diameter	6,000	LF	$ 4.80	$ 28,800.00
NN-4	27" - 42" diameter	6,000	LF	$ 5.30	$ 31,800.00
NN-5	48"- 72" diameter	6,000	LF	$ 6.30	$ 37,800.00
				TOTAL "NN"	$ 123,600.00
OO	**Tuberculation Cleaning**				
OO-1	8" - 12" diameter	6,000	LF	$ 19.00	$ 114,000.00
OO-2	14" - 18" diameter	6,000	LF	$ 21.70	$ 130,200.00
OO-3	20" - 24" diameter	6,000	LF	$ 22.70	$ 136,200.00
OO-4	27"- 42" diameter	6,000	LF	$ 23.30	$ 139,800.00
OO-5	8" - 72" diameter	6,000	LF	$ 25.90	$ 155,400.00
				TOTAL "OO"	$ 675,600.00
PP	**Stormwater Manhole Cleaining**	2,800	SF	$ 5.30	$ 14,840.00
				TOTAL "PP"	$ 14,840.00
	TOTAL "KK" THRU "PP"				$ 2,183,240.00

	ANCILLARY GENERAL SERVICES				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
QQ	**By-Pass Pumping**				
QQ-1	8" diameter	5	LS	$ 317.40	$ 1,587.00
QQ-2	10" diameter	5	LS	$ 317.40	$ 1,587.00
QQ-3	12" diameter	5	LS	$ 1,586.80	$ 7,934.00
QQ-4	15" diameter	5	LS	$ 6,347.00	$ 31,735.00
QQ-5	18" diameter	5	LS	$ 11,107.30	$ 55,536.50
QQ-6	21" diameter	5	LS	$ 12,694.10	$ 63,470.50
QQ-7	24" diameter	5	LS	$ 14,280.80	$ 71,404.00
QQ-8	27" diameter	5	LS	$ 15,867.60	$ 79,338.00
QQ-9	30" diameter	5	LS	$ 17,454.30	$ 87,271.50
QQ-10	36" diameter	5	LS	$ 19,041.10	$ 95,205.50
				TOTAL "QQ"	$ 495,069.00
RR	**Standard Service Reconnection**	**25**	Each	$ 195.00	$ 4,875.00
				TOTAL "RR"	$ 4,875.00
SS	**Traffic Control - FDOT Right of Way**				
SS-1	Flagman	10	Setup	$ 655.90	$ 6,559.00
SS-2	Arrow Board	10	Setup	$ 190.40	$ 1,904.00
SS-3	Barricades	10	Setup	$ 359.70	$ 3,597.00
SS-4	Lane Dividers	10	Setup	$ 15.90	$ 159.00
				TOTAL "SS"	$ 12,219.00
TT	**Traffic Control - City Right of Way**				
TT-1	Flagman	10	Setup	$ 655.90	$ 6,559.00
TT-2	Arrow Board	10	Setup	$ 190.40	$ 1,904.00
TT-3	Barricades	10	Setup	$ 264.50	$ 2,645.00
TT-4	Lane Dividers	10	Setup	$ 15.90	$ 159.00
				TOTAL "TT"	$ 11,267.00
UU	**Traffic Control - County Right of Way**				
UU-1	Flagman	10	Setup	$ 655.90	$ 6,559.00
UU-2	Arrow Board	10	Setup	$ 190.40	$ 1,904.00
UU-3	Barricades	10	Setup	$ 359.70	$ 3,597.00
UU-4	Lane Dividers	10	Setup	$ 15.90	$ 159.00
				TOTAL "UU"	$ 12,219.00

	ANCILLARY GENERAL SERVICES				
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT OF MEASURE**	**UNIT PRICE**	**EXTENDED PRICE**
VV	**Easement Access**				
VV-1	6" to 12" diameter	100	LF	$ 3.70	$ 370.00
VV-2	14" to 18" diameter	100	LF	$ 4.80	$ 480.00
VV-3	20" to 24" diameter	100	LF	$ 6.10	$ 610.00
VV-4	27" to 30" diameter	100	LF	$ 9.80	$ 980.00
VV-5	36" to 42" diameter	100	LF	$ 10.80	$ 1,080.00
VV-6	48" to 54" diameter	100	LF	$ 16.10	$ 1,610.00
				TOTAL "VV"	$ 5,130.00
WW	**Manhole Cleaning**	2,800	SF	$ 5.30	$ 14,840.00
				TOTAL "WW"	$ 14,840.00
XX	**Grout fill abandoned pipe**	1,000	CY	$ 158.70	$ 158,700.00
				TOTAL "XX"	$ 158,700.00
YY	**Chemical and physical product testing**	10	EA	$ 264.50	$ 2,645.00
				TOTAL "YY"	$ 2,645.00
ZZ	**Erosion and sediment control**				
ZZ-1	Silt Fencing	200	LF	$ 4.20	$ 840.00
ZZ-2	Floating Turbidity Barrier	200	LF	$ 15.90	$ 3,180.00
ZZ-3	Gutter Buddy	100	EA	$ 52.90	$ 5,290.00
				TOTAL "ZZ"	$ 9,310.00
AAA	**Mobilization**	20	Setup	$ 3,578.40	$ 71,568.00
				TOTAL "AAA"	$ 71,568.00
BBB	**Bonds**	100,000	Percentage	$ 0.03	$ 3,000.00
				TOTAL "BBB"	$ 3,000.00
	TOTAL "QQ" THRU "BBB"				$ 800,842.00
	TOTAL ESTIMATED BID AMOUNT				$ 9,496,402.50

	ADDITIVE ALTERNATE No. 1				
	SANITARY SEWER				
	LINE RECONSTRUCTION SDR 26 LESS THAN 10' DEPTH				
CCC					
CCC-1	15"	100	LF	$ 272.00	$ 27,200.00
CCC-2	18"	100	LF	$ 292.20	$ 29,220.00
CCC-3	24"	100	LF	$ 385.60	$ 38,560.00
CCC-4	30"	100	LF	$ 464.10	$ 46,410.00
CCC-5	36"	100	LF	$ 582.90	$ 58,290.00
CCC-6	42"	100	LF	$ 594.10	$ 59,410.00
CCC-7	48"	100	LF	$ 1,193.20	$ 119,320.00
CCC-8	54"	100	LF	$ 1,500.00	$ 150,000.00
CCC-9	60"	100	LF	$ 2,000.00	$ 200,000.00
CCC-10	66"	50	LF	$ 2,500.00	$ 125,000.00
CCC-11	72"	50	LF	$ 3,000.00	$ 150,000.00
				TOTAL "CCC"	$ 1,003,410.00
	SANITARY SEWER				
	LINE RECONSTRUCTION C900 GREATER THAN 10' DEPTH				
DDD					
DDD-1	15"	100	LF	$ 333.30	$ 33,330.00
DDD-2	18"	100	LF	$ 358.30	$ 35,830.00
DDD-3	24"	100	LF	$ 469.00	$ 46,900.00
DDD-4	30"	100	LF	$ 578.50	$ 57,850.00
DDD-5	36"	100	LF	$ 745.00	$ 74,500.00
DDD-6	42"	100	LF	$ 1,391.10	$ 139,110.00
DDD-7	48"	100	LF	$ 1,500.00	$ 150,000.00
DDD-8	54"	100	LF	$ 2,000.00	$ 200,000.00
DDD-9	60"	100	LF	$ 2,500.00	$ 250,000.00
DDD-10	66"	50	LF	$ 3,000.00	$ 150,000.00
DDD-11	72"	50	LF	$ 3,500.00	$ 175,000.00
				TOTAL "DDD"	$ 1,312,520.00

	STORMWATER MAINS				
EEE	**Line Reconstruction (concrete collars are incidental) greater than 8' depth and under roadways**				
EEE-1	15" RCP	250	LF	$ 161.30	$ 40,325.00
EEE-2	18" RCP	250	LF	$ 171.10	$ 42,775.00
EEE-3	24" RCP	250	LF	$ 188.60	$ 47,150.00
EEE-4	30" RCP	250	LF	$ 227.30	$ 56,825.00
EEE-5	36 'RCP	250	LF	$ 256.20	$ 64,050.00
EEE-6	48" RCP	250	LF	$ 324.20	$ 81,050.00
EEE-7	54" RCP	250	LF	$ 386.40	$ 96,600.00
EEE-8	60" RCP	250	LF	$ 424.70	$ 106,175.00
EEE-9	72" RCP	500	LF	$ 548.60	$ 274,300.00
				TOTAL "EEE"	$ 809,250.00
FFF	**HDPE Line Reconstruction less than 8'**				
FFF-1	15" HDPE	250	LF	$ 133.60	$ 33,400.00
FFF-2	18" HDPE	250	LF	$ 142.20	$ 35,550.00
FFF-3	24" HDPE	250	LF	$ 160.60	$ 40,150.00
FFF-4	30" HDPE	250	LF	$ 203.10	$ 50,775.00
FFF-5	36" HDPE	250	LF	$ 209.80	$ 52,450.00
FFF-6	42" HDPE	250	LF	$ 231.70	$ 57,925.00
FFF-7	48" HDPE	250	LF	$ 279.80	$ 69,950.00
FFF-8	54" HDPE	250	LF	$ 310.00	$ 77,500.00
FFF-9	60" HDPE	250	LF	$ 353.50	$ 88,375.00
FFF-10	70" HDPE	500	LF	$ 390.00	$ 195,000.00
				TOTAL "FFF"	$ 701,075.00
	TOTAL "CCC" THRU "FFF"				$ 3,826,255.00

(COMPOSITE EXHIBIT C is not attached but will remain on file in in the Office of the Purchasing Agent and will be available upon request)

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=7081132&GUID=89209770-02FB-4847-A668-4889193A958D* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	19-96	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Multi-Year Contract	
File created:	3/3/2019		**In control:**	City Council	
On agenda:	3/13/2019		**Final action:**		
Title:	Approve a Multi-Year Continuing Financial Analysis Services Agreement, for services with Stantec Consulting Services, Inc., waiving the competitive bid process, given the nature of the unique proprietary services provided to the City and in accordance with Section 15.4 of the Financial Operation Manual, as being in the best interest of the City, and authorize the City Manager to finalize the terms and conditions of the Agreement and execute the Agreement. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Stantec Continuing Services Agreement DRAFT.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 3, 2019
Agenda Date: March 13, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Multi-Year Continuing Financial Analysis Services Agreement, for services with Stantec Consulting Services, Inc., waiving the competitive bid process, given the nature of the unique proprietary services provided to the City and in accordance with Section 15.4 of the Financial Operation Manual, as being in the best interest of the City, and authorize the City Manager to finalize the terms and conditions of the Agreement and execute the Agreement.

BACKGROUND:

Stantec Consulting Services, Inc., has been the City's Financial Model Consultant for over ten years. Each year during the budgeting process, Stantec works with staff and City Council, through the use of their proprietary financial models, on the sustainability of both the General Fund and Water/Sewer Fund Revenues. The revenue sufficiency of both funds, as well as the rate design of the Water/Sewer Fund are monitored, developed and integrated through the use of Stantecs propriety models.

A contract was previously brought to and approved by City Council on January 23, 2019 for Stantec to work with city staff to develop a Revenue Sufficiency/Rate Development plan for Cocoa Stormwater and validate the impervious surface of parcels located within the City's limits. Simultaneously Mead and Hunt are preparing a Capital Plan which will integrate with Stantecs model,

to develop the appropriate rate/billing structure to meet essential operating and capital needs. In prior years, Stantec has also worked with staff and City Council on the development of fire assessment rates/fees which supplement the revenues needed to fund the City's Fire Department.

Due to Stantec's in-depth knowledge of the City's historical financial data, in combination with Stantec's proprietary financial model, staff is recommending approval of a multi-year Continuing Financial Analysis Service Agreement, to be approved by City Council. Future Task-Orders will be created for the unique and individual services the City requires for each major fund, yet still allow all rate models to tie in together, for the overall revenue sufficiency and sustainability of the City's Finances. These task orders will be approved by the City Manager as long as they are within his signing authority.

Annually, the City procures the services of Stantec for a General Fund Financial Sustainability Analysis Update, a Fire Assessment Roll Update, and for the Water/Sewer Enterprise Fund Water & Sewer Revenue Sufficiency Analysis. Every 4-5 years a complete Utility Water/Sewer Rate Study, an Indirect Cost Allocation Analysis, and possibly in the future, an annual validation of the impervious surface for the Stormwater Assessment. In addition to these tasks, Stantec has also assisted the City with various other projects such as the Series 2018B Master Bond Resolution Return on Investment Calculation, therefore this Continuing Financial Analysis Services Agreement also allows for miscellaneous tasks which may arise in the course of business.

The term of this Continuing Financial Analysis Services Agreement is five (5) years, with the option of two (2) one year renewals. (FY2019 - FY2023 with the option of FY2024 and FY2025)

A substantially completed draft of the Continuing Financial Analysis Services Agreement is included in the Agenda Item and is being finalized by the City Attorney. The Agenda Item also requests that the City Council authorize the City Manager to finalize the terms and conditions of the Agreement and execute the Agreement consistent with this Agenda Item.

STRATEGIC PLAN CONNECTION:

Maintain and sustain accountability with budgeting and financial forecasting, and to allow for fiscally responsible decision making, for our Rate Payers, Bond Holders, and Citizens.

BUDGETARY IMPACT:

For each staff requested study, assessment, or analysis, a Task-Order will be issued by Stantec Consulting Services, and will be reviewed by the Finance Director and Purchasing Manager for verification of the relevance to the scope of the agreement and the cost/pricing and approved by the City Manager. Within this agreement, the pricing in Exhibit A is for FY2019 and FY2020 with a cost escalation factor of 2.5% each year thereafter. Should any task exceed the City Managers signing authority, staff will bring back before City Council for consideration.

Projected Tasks for FY2019:
Task Order # 1 General Fund Financial Sustainability Analysis Update
001-1600-513.31-00

Task Order # 2 Water & Sewer Revenue Sufficiency Analysis Update
421-1600-513.31-00

Task Order # 3 Fire Assessment Roll Update
001-1600-513.31-00

Task Order # 4 Indirect Cost Allocation Analysis Update
001-1600-513.31-00

Projected Tasks for FY2020:
Task Order # 1 General Fund Financial Sustainability Analysis Update
001-1600-513.31-00

Task Order # 2 Water & Sewer Rate Study
421-1600-513.31-00

Task Order # 3 Fire Assessment Roll Update
001-1600-513.31-00

Task Order # 4 Stormwater Assessment Validation of Impervious Surface and Roll Update
001-1600-513.31-00

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve a Multi-Year Continuing Financial Analysis Services Agreement, for services with Stantec Consulting Services, Inc., waiving the competitive bid process, given the nature of the unique proprietary services provided to the City and in accordance with Section 15.4 of the Financial Operation Manual, as being in the best interest of the City, and authorize the City Manager to finalize the terms and conditions of the Agreement and execute the Agreement.

AGREEMENT FOR
CONTINUING FINANCIAL ANALYSIS SERVICES

THIS AGREEMENT is made and entered this_____ day of_____ 2019, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **STANTEC CONSULTING SERVICES INC.**, a New York corporation authorized to conduct business in the State of Florida ("Consultant"), whose principal address is 200 Business Park Circle, Suite 101, St. Augustine, Florida 32095.

WITNESSETH:

WHEREAS, for approximately the past ten (10) years, the Consultant has provided a variety of financial analysis and budgeting consulting services to the City; and

WHEREAS, the consulting services provided by the Consultant include, but have not been limited to, the creation of extremely detailed and proprietary financial models regarding crucial and integrated operations of the City that the City heavily relies upon to make important and comprehensive financial, rate making and budget decisions on an annual and projected basis; and

WHEREAS, given the proprietary nature of the services provided to the City by Consultant, and Consultant's unique and on-going familiarity with the integrated financial operations of the City, the City has determined it is in the best interests of the City to waive competitive bidding and enter into a comprehensive consulting services agreement with the Consultant to incorporate the variety of financial analysis and budgeting services deemed necessary and crucial by the City to promote and preserve fiscal sustainability.

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 Term. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5^{th}) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

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

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

a. "Agreement" shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Consultant to provide the financial analysis 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 Stantec Consulting Services Inc. and its principals, employees and resident project representatives (and assistants).

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

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the 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, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

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

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.1 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.1 herein, which sets forth the Work to be performed by the 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 the 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

2.1 The City shall make request of the Consultant to perform financial analysis services on a "task" basis. In general, such services may include, but not be limited to, those studies, assessments, and analyses (and related updates) listed in the general Scope of Work, i.e., a broad description of the Services that may be provided by Consultant, 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 sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of expenses proposed to be eligible for reimbursement. The City will review the Task Proposal and, if the description, cost, and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Consultant through a Task Order may include any financial analysis 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 financial analysis companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Consultant under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Consultant under this Agreement.

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

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to the Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the 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 the Consultant shall be compensated for said services in accordance with the terms of Article 7.0 herein. All change orders shall be authorized in writing by the City's and the 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 The Consultant shall perform Services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Consultant shall complete all of said Services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the 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 the Consultant without the City's prior written consent, except as provided in Sections 3.1 and 21.1 herein.

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

5.0 CITY'S RESPONSIBILITIES

5.1 The City Manager or his designee shall act as the City's representative with respect to this Agreement, and will have complete authority to transmit instructions, receive information, and interpret and define the City's policies and decisions.

5.2 The City shall furnish to the Consultant all applicable information and technical data in the City's possession or control reasonably required for the proper performance of the Services. The Consultant shall be entitled to reasonably rely upon the information and data provided by the City or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

5.3 The City shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by the Consultant, and seek legal advice or the advice of an insurance counselor or other consultant(s) as the City deems appropriate for such examination. If any document requires the City to approve, comment, or to provide any decision or direction, such approval, comment, decision, or direction shall be provided within a reasonable time within the context of the schedule for the Services for each particular Task Order.

5.4 The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to properly perform the Services.

6.0 CONSULTANT'S RESPONSIBILITIES

6.1 The Consultant shall designate a project manager for each Task Order.

6.2 It is agreed between the parties that there is no intention for the Consultant to act under this Agreement as a municipal advisor as that term is defined in the Securities Exchange Act of 1934.

6.3 The Consultant shall treat as confidential and proprietary all information and data delivered to it by the City. Confidential information shall not be disclosed to any third party, other than Consultant's permitted subcontractors or sub-consultants, during or subsequent to the term of this Agreement. To the extent that the Consultant assists the City and provides services in any confidential mediation or other legal proceeding, the Consultant shall treat all mediation/legal proceeding information and data as confidential, if directed to do so by the City. Nothing contained herein shall preclude the Consultant from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by the Consultant; or (iii) where disclosure or submission to any governmental authority is required by any applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other

requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to the City.

7.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

7.1 General Services. For basic and additional Services performed by the Consultant's principals, employees and resident project representatives (and assistants) pursuant to Articles 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.

7.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by the Consultant to render additional Services pursuant to Articles 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed the 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 the 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.

7.3 Witness Services. For witness or expert services rendered by the 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 administrative proceeding in which the City is a named an interested party, the 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.

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

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

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

7.7 Payment Offsets. To the extent that the 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 the Consultant. Before withholding any payments, the City will provide Consultant with at least five (5) business days'

notice to afford Consultant an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

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

7.9 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. The 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. The 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.

7.10 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.

7.11 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.

7.12 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.

8.0 RIGHT TO INSPECTION

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

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

9.0 PROGRESS MEETING

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

10.0 SAFETY

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

11.0 REASONABLE ACCESS

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

12.0 INSURANCE

12.1 Liability Amounts. During the term of this Agreement, the 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 $3,000,000.00 per claim and in the aggregate.

b. General Liability. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 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.

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

d. Workers' Compensation. 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.

12.2 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 Sections 12.1.b and 12.1.c herein, as its interest may appear, from time to time.

12.3 Cancellation, Change, or Non-Renewal. 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 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. 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. Further copies of all relevant proofs of insurance will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the 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.

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

13.0 COMPLIANCE WITH LAWS AND REGULATIONS

13.1 The 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.

14.0 REPRESENTATIONS

14.1 The 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 customarily accepted, industry standard financial analysis practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. The Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Consultant's Services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Consultant shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of 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 the Consultant's behalf with respect to the Services. In addition, the 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 the 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. The 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 the Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, the 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 the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a professional and reasonable manner in conformance with the requirements of this Agreement.

14.2 The 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.

15.0 GUARANTEE AGAINST INFRINGEMENT

15.1 The Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Consultant shall indemnify, hold harmless, and defend the City, its officers, directors, employees, agents, assigns, and servants from and against any and all

liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item provided under this Agreement. Notwithstanding the foregoing, the Consultant may elect to provide non-infringing services.

16.0 DOCUMENTS

16.1 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.

16.2 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 any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the 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.

16.3 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.

16.4 Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the 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.

17.0 ASSIGNMENT

17.1 The 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 the City. Any subcontractors employed by Consultant for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

18.0 INDEPENDENT CONTRACTOR

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

19.0 RIGHTS IN DATA

19.1 The financial analysis and management modeling system known as FAMS-XL© and all of its supporting modules are owned by the Consultant. All ownership of FAMS-XL© will be retained by the Consultant. Subject to entering into a license agreement with the Consultant, the City will have usage rights only. The City will not have any ownership interests in FAMS-XL© or its source code whatsoever. The City may not use FAMS-XL© for the benefit of other parties nor may the City allow other parties to use FAMS-XL©, or its source code, for any purpose or reason. The City may not copy or replicate FAMS-XL© in any way or form and the City may not give, sell, or allow access to FAMS-XL©, or its source code, to any other party for any purpose or reason.

20.0 TERMINATION

20.1 The City may terminate all or part of this Agreement for the City's convenience by providing ten (10) days written notice to the Consultant.

20.2 In the event of termination 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, 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.

21.0 FORCE MAJEURE

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

22.0 GOVERNING LAW & VENUE

22.1 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.

23.0 HEADINGS

23.1 Article, Section, and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

24.0 SEVERABILITY

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

25.0 WAIVER AND ELECTION OF REMEDIES

25.1 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.

25.2 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.

26.0 THIRD PARTY RIGHTS

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

27.0 PROHIBITION AGAINST CONTINGENT FEES

27.1 The 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. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

28.0 ENTIRE AGREEMENT

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

29.0 NO JOINT VENTURE

29.1 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.

30.0 ATTORNEY'S FEES

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

31.0 COUNTERPARTS

31.1 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.

32.0 DRAFTING

32.1 The City and the 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.

33.0 NOTICE

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

For Consultant:

Stantec Consulting Services Inc.
Attention: Michael E. Burton,
Vice President, Financial Services
200 Business Park Circle, Suite 101
St. Augustine, FL 32095
(904) 247-0787 Phone
(904) 241-7708 Fax

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8686 Phone
(321) 433-8698 Fax

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

33.3 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.

34.0 SOVEREIGN IMMUNITY

34.1 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.

35.0 CORPORATE REPRESENTATIONS BY CONSULTANT

35.1 The Consultant hereby represents and warrants to the City the following:

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

36.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

36.2 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 Section 34.1 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.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation

in any financial analysis activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the 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 the Consultant's undersigned representative's execution of the Agreement.

38.0 DAMAGES

38.1 Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected to this Agreement or the performance of the Services. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value, or loss of reimbursement or credits from governmental or other agencies.

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:** **STANTEC CONSULTING SERVICES INC.**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
ATTEST:	
By: _____ Carie Shealy, City Clerk	By: _____ Print Name: _____

EXHIBIT A
GENERAL SCOPE OF WORK

Broad Description of Services; Types of Studies, Assessments, and Analyses

Fiscal Year Stormwater Rate Studies and Assessment Roll Updates
Fiscal Year Indirect Cost Allocation Updates
Fiscal Year General Fund Financial Sustainability Analysis Updates
Fiscal Year Fire Assessment Updates
Fiscal Year Water, Sewer & Reclaimed Water Financial Sustainability Analysis Updates and/or Rate Studies
Any other miscellaneous financial studies or budgeting services needed by the City that involve use of Consultant's proprietary financial models and utilize or benefit from Consultant's unique and on-going familiarity with the integrated financial operations and utility systems of the City.

EXHIBIT B
MAXIMUM RATES

The following rates will apply for the studies, assessments, and analyses to be conducted by Consultant for the 2019 and 2020 fiscal years. Beginning with fiscal year 2021, and each year thereafter, the rate will increase by two and one-half percent (2.5%) unless otherwise agreed by the parties in writing.

Role	Hourly Rate
Project Principal	$325.00
Project Director	$250.00
Managing Consultant	$225.00
Project Analyst	$125.00
Administrative	$110.00

Expenses will be calculated as four percent (4%) of the total consulting fee.

Legislation Details (With Text)

File #:	19-104	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	3/5/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	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. (City Manager)				
Sponsors:	Office of the City Manager				
Indexes:					
Code sections:					
Attachments:	Professional Planning Services Agreement (As Needed Services) NEW Budget Resolution FY 2019.pdf BAF 19-065 -CS- Professional Services (3-13-19)~ Agenda 19-104.pdf				

Date	Ver.	Action By	Action	Result

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 a 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.

AGREEMENT FOR
PROFESSIONAL PLANNING CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____ 20__, 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 (2^{nd}) 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 l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the 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 l0.l.b and l0.l.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 top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 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 by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than 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: _____	By: _____
Print Name/Title: _____	Print Name/Title: _____

ATTEST:

By: _____
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

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of March, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-065

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: 3200 DATE PREPARED: 02/22/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 70,000)	001-1600-513.39-00		Contingency	$ 498,192	$ 335,804	$ 265,804	$ 262,804
$ 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
($ 70,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 25,000	001-3200-515.31-00		Professional Services	$ 0	$ 35,138	$ 60,138	$ 25,000
$ 45,000	001-3200-515.34-00		Contract Services	$ 20,000	$ 45,000	$ 90,000	$ 88,771
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 70,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional budget is needed to pay for third party Professional Planning Services and Contract Building Services. Excess budget exists in the Contingency account. Agenda 19-104

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/13/19 *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.

2/22/19	Nancy Bunt Digitally signed by Nancy Bunt Date: 2019.02.22 20:01:31 -05'00'	3/4/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.03.04 14:44:36 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/22/19	Nancy Bunt Digitally signed by Nancy Bunt Date: 2019.02.22 20:01:48 -05'00'	3/7/19	Lora Howell Digitally signed by Lora Howell Date: 2019.03.07 10:38:21 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 11/19/18 - IT

Legislation Details (With Text)

File #:	19-107	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	3/6/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	To 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 termination with Brevard County. Approve a Resolution Amending the FY 2019 Budget through the use of General Fund Balance Reserves for the one-time expense related to the execution of the lease Agreement. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	aFINAL Brevard Museum Lease Agreement.pdf Brevard Museum Lease Termination.pdf NEW Budget Resolution FY 2019.pdf BAF 19-070 -CS-Museum Roof (3-13-19)~ Agenda 19-107.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 6, 2019
Agenda Date: March 13, 2019
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich Jr., AICP, ICMA-CM
Requested Action:
To 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 termination with Brevard County. Approve a Resolution Amending the FY 2019 Budget through the use of General Fund Balance Reserves for the one-time expense related to the execution of the lease Agreement.

BACKGROUND:

The City of Cocoa owns real property located at 2201 Michigan Ave., Cocoa, Florida 32926. That property was subject to a long term lease with Brevard County that commenced in and around 1975. The County constructed a building on the property and subleased the property, through multiple subleases, to the Brevard County Museum, Inc. on September 30, 1975. On July 15, 2014, the City Manager was advised by letter that the Florida Historical Society and the Brevard Museum, Inc. approved a proposal under which the Brevard Museum, Inc. would dissolve and the Florida Historical Society would continue the operation of the museum upon approval of the County and City authorizing the assignment of the sublease. This Assignment was approved and executed by the

County and City in 2014.

Recognizing that the County effectively served no role in the arrangement except as the sublessor, at the request of the County, the City, County, and Florida Historical Society began negotiations to remove the County as a sublessor and to draft a lease with the City and the Florida Historical Society as the only parties. At the request of the County, in 2017, the County and the City executed a termination of the parent lease, removing the County from the arrangement. It was recently determined the City Council had not yet approved the termination. Accordingly, at this time the City Council is requested to approve a Lease Agreement between the City and the Florida Historical Society and simultaneously ratify the termination of the parent lease with Brevard County for the Museum property.

With respect to specific terms of the Lease Agreement, the Florida Historical Society agrees to lease the Museum property for a period of 70 years for the purposes of operation and maintenance of the Museum and associated educational programs and the nature trails on the Property. In addition, during the Fiscal Year 2018, 1st public budget hearing, the Florida Historical Society requested the City Council consider contributing to the cost of the replacement of the museum roof. The Lease Agreement provides for a $50,000.00 City contribution towards the replacement of the museum roof. For the City's contribution, the City will also receive 3 years of consulting services for the Leon and Jewel Collins Museum of African American History at the Harry T. Moore Center in Cocoa. While the funds were not budgeted in the current fiscal year due to the timing of the lease agreement it will be necessary for the use of Fund Balance Reserve funds to cover the one-time expense of $50,000.00.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

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

Budget Adjustment Form # 2019-070

Amount Requested	$50,000.00
Account Number	001-1600-513.83-01
Account Name	Misc. Grants/Donations

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
___X General Fund Balance Reserves:_001-0000-389.99-50
____ Transfer Acct #:_

PREVIOUS ACTION:

The City in 2014 assigned the sublease to the Florida Historical Society and in 2017 executed the parent lease termination with Brevard County and the Florida Historical Society.

RECOMMENDED MOTION:

To 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 termination with Brevard County. Approve a Resolution Amending the FY 2019 Budget through the use of General Fund Balance Reserves for the one-time expense related to the execution of the lease Agreement.

powered by Legistar™

After recording
return document to:
Carie Shealy
City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Parcel Id. No. 24-36-19-00-05
A portion of Parcel Id. No.: 24-36-19-00-00001.0-0000.00

BREVARD MUSEUM LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation, whose mailing address is 65 Stone Street, Cocoa, Florida 32922("**City**"), and **THE FLORIDA HISTORICAL SOCIETY**, a non-profit corporation existing under the laws of the State of Florida, whose mailing address is 435 Brevard Avenue, Cocoa, Florida 32922 ("**Tenant**") (collectively the "**Parties**").

RECITALS

WHEREAS, City is the fee simple owner of certain real property whose address is 2201 Michigan Avenue, Cocoa, Florida 32926, as more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference ("**Leased Premises**"); and

WHEREAS, City and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**County**") entered into that certain Lease Agreement dated September 30, 1975, recorded in Official Records Book 1565, Page 246, Public Records of Brevard County, Florida, rerecorded in Official Records Book 1565, Page 259, Public Records of Brevard County, Florida, and as amended by that certain Amendment to Lease Agreement dated August 1, 1989 (as amended, "**Lease Agreement**"), for the lease of certain real property inclusive of the Leased Premises; and

WHEREAS, in accordance with the Lease Agreement, City, County, and **THE BREVARD MUSEUM, INC.,** a non-profit corporation existing under the laws of the State of Florida ("**Brevard Museum Inc.**") entered into that certain Sublease Agreement dated September 30, 1975, recorded in Official Records Book 1565, Page 250, Public Records of Brevard County, Florida, as amended by that certain Amendment to Sublease Agreement dated August 1, 1989 (as amended, "**Park Sublease Agreement**"), for the sublease of certain real property, a portion of which is located within the boundaries of the Leased Premises; and

WHEREAS, in accordance with the Lease Agreement, City, County, Brevard Museum Inc. and Florida First National Bank of Jacksonville ("**Trustee**") entered into that certain Sublease Agreement dated September 30, 1975, recorded in Official Records Book 1565, Page 263, Public Records of Brevard County, Florida, ("**Museum Sublease Agreement**"), for the sublease of

certain real property, a portion of which is located within the boundaries of the Leased Premises; and

WHEREAS, the City, County, Brevard Museum Inc. and Trustee inadvertently neglected to amend the Museum Sublease Agreement to extend the term, and therefore the term of the Museum Sublease Agreement expired on or about September 30, 2005; and

WHEREAS, notwithstanding the expiration of the term, the Museum Sublease Agreement continued; and

WHEREAS, City, County, Tenant and Brevard Museum Inc. subsequently entered into that Agreement to Assign and Amend Sublease Agreement dated September 16, 2014, recorded in Official Records Book 7226, Page 653, Public Records of Brevard County, Florida, ("**Assignment**"), which conveyed and assigned to Tenant all of Brevard Museum Inc.'s right, title and interest in and to the Park Sublease Agreement and amended the Park Sublease Agreement to provide, among other modifications, an additional use of the Leased Property that was consistent with the use provided in the Museum Sublease Agreement; and

WHEREAS, in accordance with the Assignment, Tenant currently operates the Brevard Museum of History and Natural Science ("**Brevard Museum**") upon the Leased Premises; and

WHEREAS, prior to the execution of this Lease, City and County have terminated the Lease Agreement relinquishing any and all interest and rights of the County in the Leased Premises; and

WHEREAS, City and Tenant acknowledge and agree that the Park Sublease Agreement and Assignment terminated by virtue of the termination of the Lease Agreement, thereby relinquishing any and all interest and rights of the Tenant in the Leased Premises; and

WHEREAS, the Parties no longer intend to continue the Museum Sublease Agreement and hereby acknowledge that the same is hereafter null and void, and of no further force and effect; and

WHEREAS, the Parties desire to enter into this Lease to define their rights, duties, and liabilities relating to the Leased Premises.

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), the above premises, and of the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 – RECITALS

The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

ARTICLE 2 – LEASED PREMISES

City does hereby lease, demise and let unto Tenant, and Tenant does hereby rent, lease, hire and take from City the Leased Premises, to have and to hold during the Term, for the public purposes provided herein and subject to the terms and conditions of this Lease.

ARTICLE 3 – USE OF LEASED PREMISES

Section 3.1 – Use. The Leased Premises shall be used and occupied by Tenant for the operation and maintenance of a natural science and history museum, nature trails, environmental teaching center, programs related to environmental, science, archaeology and history education, and related ancillary activities. The Leased Premises shall be open to the public and the hours of operation shall be determined by Tenant. Tenant shall determine the admission costs for all portions of the Leased Premises. It is specifically agreed and understood that the uses set forth herein shall be the only uses allowable under this Lease and that any variance in such use shall require the written consent of the City. Failure of the Tenant to comply with this Article shall be considered a material default under this Lease.

Section 3.2 – Museum Contents. All artifacts, exhibits, and all contents and other property associated therewith located in the Leased Premises are the sole and exclusive property of Tenant, and, at Tenant's election, may be removed by Tenant at any time prior to the expiration of the Term of the Lease, provided that Tenant shall repair any damage caused to the Leased Premises by such removal.

Section 3.3 – Improvements. It is specifically agreed and understood that all buildings or structures existing as of the Effective Date of this Lease or constructed in the future on the Leased Premises and permanently attached thereto, are the sole property of the City. Tenant shall not remove any of said buildings or structures and shall execute any and all papers necessary to effect transfer of title to said buildings or structures to City free and clear of any and all liens, encumbrances, or other claims or interests held thereon by any person whatsoever.

Section 3.4 – Nuisance. Tenant shall not cause or maintain any nuisance in or about the Leased Premises, and shall keep the Leased Premises free of debris, rodents, vermin and anything of a dangerous, noxious, or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or noise.

Section 3.5 – Unlawful or Dangerous Activity. The Leased Premises shall be utilized in a safe, careful and proper manner so as not to contravene any present or future governmental laws, regulations or orders. Tenant shall neither use nor occupy the Leased Premises or any part of the Leased Premises for any unlawful, disreputable, or ultrahazardous business purpose nor operate or

conduct Tenant's business in a manner constituting a nuisance of any kind. Tenant shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

Section 3.6 – Compliance with Law. Use of the Leased Premises shall be in accordance with all applicable laws, rules, regulations, policies and procedures.

ARTICLE 4 – TERM AND RENT

Section 4.1 – Term and Rent. This Lease shall be valid and binding upon the date of execution by the City ("Effective Date"); however, the term of the Lease shall commence as of 11:59 P.M. EST on _____, 2019 ("Commencement Date") and run for a term of 70 years, terminating on _____, 2089 ("Termination Date") (hereinafter the "**Term**") or sooner as provided in this Lease, at the annual rental amount of $1.00, plus applicable sales tax ("**Rent**"). Said rent and sales tax shall be paid on the first of October of each and every year during said Term.

Section 4.2 – Payments to City – General. All amounts payable by Tenant to City under this Lease, whether Rent, or any other payment, shall be payable when due, without deduction or set-off, in U.S. Dollars made payable to THE CITY OF COCOA, and at the address of 65 STONE STREET, COCOA, FLORIDA 32922, or to such other person or at such other address as City may from time to time designate in writing.

Section 4.3 – In-Kind Services to City. In addition to the amounts payable by Tenant to the City under this Lease, Tenant agrees to provide a representative experienced in museum creation, curation, and management to serve in an advisory capacity on a committee created for the community-led management of the Jewel and Leon Collins Museum of African American History and Culture ("Jewel and Leon Collins Museum") for a period of three years from the time the committee is created. Such advisory functions shall include attending quarterly meetings or additional interim meetings as needed to offer suggestions to the governing body on any items applicable to the curation, creation, and management of the Jewel and Leon Collins Museum and exhibits to be displayed there. Such advisory functions shall not include: (a) any responsibility for fundraising, grant writing, generating income, or any liability whatsoever for financial matters relating to the Jewel and Leon Collins Museum; (b) any managerial responsibilities for the Jewel and Leon Collins Museum other than offering advice to the community-led governing body; or (c) any responsibility or liability whatsoever for decisions made by the governing body of the Jewel and Leon Collins Museum. The Parties may further negotiate and expand the Tenant's role in the Jewel and Leon Collins Museum's creation, operation, and management via a separate agreement should funding resources become available to allow for greater collaboration of the Parties.

ARTICLE 5 – MAINTENANCE, REPAIR, ALTERATIONS AND IMPROVEMENTS BY TENANT

Section 5.1 – Maintenance and Repair of Leased Premises. Tenant shall maintain the Leased Premises, including the grounds, trails, landscaping, and all improvements, buildings, structures

and facilities therein in their condition, as they exist at the execution of this Lease, less reasonable wear and tear, at Tenant's sole cost and expense, and make any and all necessary repairs. Such maintenance and repair shall be made promptly when necessary. Notwithstanding the foregoing, the City shall make a one-time payment of $50,000.00 (Fifty-thousand dollars) to Tenant for the sole purpose of being used to fund a portion of the Brevard Museum building roof replacement. These funds shall be released upon Tenant's selection of a contractor and upon Tenant's submittal to the City the contractor's estimate. Should the total cost of the roof replacement not exceed $50,000.00, any remaining surplus shall be refunded back to the City. The Tenant specifically agrees that the City shall be granted access to the Leased Premises to inspect the roof prior to final payment being rendered to the roof contractor as provided in Section 5.3 below. The Tenant shall provide the City with at least five business days' notice prior to final payment being rendered for the roof replacement such that the roof may be inspected. The Tenant shall provide the City with a final invoice which includes the total cost of the roof replacement within thirty (30) days of completion. Tenant specifically agrees that it shall replace or cause the replacement of the Brevard Museum building roof within twelve (12) months of the Effective Date of this Lease subject to Excusable Delay.

Section 5.2 – Alterations by Tenant. Tenant may from time to time at Tenant's sole cost and expense make changes, additions and improvements in the Leased Premises to better adapt the same to its business, provided that any such change, addition or improvement shall:

A. Be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value, of the Leased Premises, or change the purposes for which the building, or any part of the building, may be used; and

B. Comply with the requirements of any governmental authority having jurisdiction; and

C. Equal or exceed the then current standard for the buildings and structures; and

D. Require the prior written consent of City.

Should Tenant make changes, additions and improvements without complying with the provisions of this Section, Tenant shall be fully liable to City to restore the Leased Premises to the same or better condition that existed prior to the unauthorized changes, additions and improvements. Failure of Tenant to make the restorations within the time prescribed by City shall be considered a material default under this Lease. City may, but shall not be obligated to, restore the Leased Premises at Tenant's sole expense. Notwithstanding the foregoing, City's consent shall not be required for non-structural interior alterations, provided that they do not affect utility services or building systems, are not visible from outside the Leased Premises, do not require a building permit, and that City is given notice of such alterations before they are commenced.

Section 5.3 – Access by City. Tenant shall permit City or City's agent to enter the Leased Premises outside normal business hours, and during normal business hours where such will not unreasonably disturb or interfere with Tenant's use of the Leased Premises and operation of its business, to examine, inspect, to take such steps as City may deem necessary for the safety, improvement or

preservation of the Leased Premises, or as required by state or federal law. City shall, whenever possible, consult with or give reasonable notice to Tenant prior to such entry, but no such entry shall constitute an eviction.

Section 5.4 – Trade Fixtures and Personal Property. Tenant may install in the Leased Premises its usual trade fixtures and personal property in a proper manner, provided that no such installation shall interfere with or damage the mechanical or electrical systems or the structure of the building. City waives any contractual, statutory, or other landlord's lien on any trade fixtures, furniture, equipment, and other personal property installed in or located on the Leased Premises by Tenant.

ARTICLE 6 – TAXES & ASSESSMENTS

Section 6.1 – Tenant's Taxes & Assessments. Tenant shall pay on or before the last day on which payment may be made without penalty or interest, any and all taxes, special assessments, or other governmental charges that shall or may during the Term be imposed on, or arise in connection with the use of, the Leased Premises or any part of the Leased Premises including, but not limited to:

A. Florida state sales tax and all other applicable taxes, other than income taxes and taxes of a similar nature, due on rentals, including city, state, county and federal taxes that may be in effect from time to time; and

B. Operations at, occupancy of, or conduct of business in or from the Leased Premises by or with the permission of Tenant; and

C. Fixtures or personal property on or within the Leased Premises which do not belong to the City; and

D. Rent paid or payable by Tenant to City for the Leased Premises or for the use and occupancy of all or any part thereof, specifically including, but not limited to, and sales and /or use taxes imposed by any governmental authority having jurisdiction; and

E. Any taxes as per Section 4.1 of this Lease.

Section 6.2 – Notice of Payment of Taxes. Tenant shall within seven (7) calendar days after the time provided for the payment of any tax or other governmental charge by Tenant, produce and exhibit to City satisfactory evidence of the payment.

ARTICLE 7 – UTILITIES

Tenant shall be responsible for any and all utility charges, including, but not limited to, electrical, garbage, telephone, gas, cable, water and sewer charges. All applications and connections for necessary utility services on the Leased Premises shall be made in the name of Tenant only, with prior written consent of City.

ARTICLE 8 – INSURANCE

Section 8.1 – Insurance Requirements. During the Term, Tenant shall maintain at its own expense:

A. Flood insurance, fire insurance with extended coverage and water damage insurance in amounts sufficient to fully cover all personal property in the Leased Premises which is not owned by City; and

B. Commercial General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include:

i. Premises and Operation.
ii. Independent Contractors.
iii. Broad Form Property Damage.
iv. Broad Form Contractual Coverage applicable to this specific Lease, including any hold harmless and/or indemnification agreement.
v. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

All policies for insurance required herein shall name City and Tenant as the insureds as their respective interests may appear, shall be in a form and with an insurer reasonably acceptable to City, shall require at least thirty (30) days written notice to City of termination or material alteration during the Term, and shall waive, to the extent available, any right of subrogation against City. If requested by City, Tenant shall from time to time promptly deliver to City certified copies or other evidence of such policies, and evidence satisfactory to City that all premiums thereon have been paid and the policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the Tenant. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interest or liabilities, but are merely minimums. Anything in this Lease to the contrary notwithstanding, Tenant shall have no right or claim to the proceeds of any policy of insurance maintained by City.

Section 8.2 – Personal Property. All personal property housed or placed at the Leased Premises shall be at the risk of Tenant, and the City shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever. The Tenant agrees and understands that the City does not and shall not carry liability, fire, or theft insurance on the operation of the Leased Premises to cover the Tenant's interest therein.

Section 8.3 – Contractors. Tenant shall require all contractors performing work within the Leased Premises to procure and maintain workers' compensation, commercial general liability, and business auto liability. Both Tenant and City shall be listed as additional insureds on all general liability policies of all such contractors.

Section 8.4 – Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Tenant and City hereby waive and release each other from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Leased Premises, improvements to the Property, or personal property within the Leased Premises, by reason of fire or the elements, regardless of the cause or origin, including negligence of City or Tenant and their agents, officers and employees, but only to the extent that such loss or damage is actually covered by insurance and only to the extent that the insured party has received insurance proceeds therefore. City and Tenant agree immediately to give their respective insurance companies which have issued policies of insurance covering any and all risk, written notice of the terms of the mutual waivers contained in this Section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers.

ARTICLE 9 – INDEMNITY

Tenant agrees to indemnify, reimburse, defend and hold harmless the City and, at City's option, defend or pay for an attorney selected by the City to defend the City and City's officers, agents and employees for, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees of any kind and nature including, but not limited to, claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising or growing out of, or in any way connected with the use, occupation, management, maintenance, repair, or control of the Leased Premises by Tenant or its agents, servants, employees, customers, patrons, or invitees, or any act or omission of the Tenant or its agents, servants, employees, customers, patrons, or invitees arising out of this Lease, including, but not limited to, those claims arising in conjunction with use of the facility, improper, or defective maintenance, or installation unless such claims are a result of the City's sole negligence.

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

Tenant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This Article shall survive the termination of this Lease. Compliance with any insurance requirements required elsewhere within this Lease shall not relieve Tenant of its liability and obligation to defend, hold harmless and indemnify City as set forth in this Article of the Lease. Nothing herein shall be construed to extend City's liability beyond that provided in Section 768.28, Florida Statutes.

ARTICLE 10 – DEFAULT OR BREACH & TERMINATION

Section 10.1 - Default. If Tenant defaults (a) in the payment of any item to be paid by Tenant hereunder; or (b) in the performance of any other term, covenant, or condition of this Lease, and such default shall not have been cured within thirty (30) days after receipt of written notice thereof by City to Tenant or in the event that such default cannot reasonably be cured within such thirty (30) day period where Tenant has not commenced and is diligently pursuing the cure of such default; City may (i) reenter and take possession of the Leased Premises; (ii) enter the Premises for the purpose of correcting or remedying any default and to charge Tenant for the reasonable costs of the same, which Tenant shall pay within 30 days after Tenant's receipt of invoice(s) therefor from Landlord; (iii) terminate this Lease; or (iv) recover damages incurred as a result of Tenant's breach. The rights and remedies created by this Lease are cumulative, and are not intended to be exclusive. The use of one remedy under this Lease shall not be taken to exclude or waive the right or use of another, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, TENANT AND CITY EXPRESSLY WAIVE THE STATUTORY NOTICE REQUIREMENTS OF SECTION 83.20, FLORIDA STATUTES AND AGREE THAT ALL NOTICES OF DEFAULT SHALL BE REQUIRED TO BE GIVEN SOLELY AS PROVIDED FOR IN THIS LEASE.

Section 10.2 – Mutual Termination. In addition to the rights of the City as set forth in Section 10.1, the Parties may terminate this Lease upon mutual written consent.

ARTICLE 11 – RIGHT TO AUDIT RECORDS

In the performance of this Lease, Tenant shall keep books, records, and accounts of all activities related to this Lease. Books, records, and accounts related to the performance of this Lease shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by Tenant for a period of five (5) years after termination of this Lease. All records, books, and accounts related to the performance of this Lease shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and Tenant shall comply with any request for such public records or documents.

ARTICLE 12 – EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

The Parties shall be bound by all existing easements, agreements, and encumbrances, which may or may not be of record relating to the Leased Premises, and City shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder.

ARTICLE 13 - AMERICANS WITH DISABILITIES ACT (THE "ADA")

The Tenant shall be responsible for accommodating all ADA-related requests arising out of Tenant's use of the Leased Premises.

ARTICLE 14 – QUIET ENJOYMENT

Subject to the terms and conditions of this Lease, City warrants that Tenant shall be granted peaceable and quiet enjoyment of the Leased Premises free from any eviction or interference by City if Tenant pays the rent and other charges provided in this Lease, and otherwise fully and punctually performs the terms and conditions imposed on Tenant.

ARTICLE 15 – LIABILITY OF CITY

Tenant shall be in exclusive control and possession of the Leased Premises, and City shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or for any injury or damage to any property of Tenant. The provisions of this Lease permitting City to enter and inspect the Leased Premises are made to ensure that Tenant is in compliance with the terms and conditions of this Lease and to ensure that Tenant makes repairs that Tenant has failed to make. City shall not be liable to Tenant for any entry on the Leased Premises for inspection purposes.

ARTICLE 16 - RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. The City has not undertaken any independent study of the radon levels in the Leased Premises. The above notice should not be construed or interpreted as a notice that the Leased Premises are exposed to quantities of radon which pose a health risk. The notice is included in this Lease simply because radon disclosures are now required in all leases pursuant to Florida law.

ARTICLE 17 – REPRESENTATIONS BY CITY

At the commencement of the Term, Tenant shall accept the Leased Premises and improvements and any equipment in their existing condition and state of repair, and Tenant agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of City in respect to the buildings, improvements and equipment, except as contained in the provisions of this Lease.

ARTICLE 18 – NOTICES

Any notice from one party to the other hereunder shall be in writing and shall be deemed duly served if delivered to the party being served or if mailed by registered or certified mail, in

either case, addressed to Tenant at the Leased Premises (whether or not Tenant has departed from, vacated or abandoned the same) or to City at the place from time to time established for the payment of Rent and to:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922

With a copy to:

Anthony A. Garganese, City Attorney
Garganese, Weiss, & D'Agresta, P.A.
111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873

If delivered by personal service, any notice shall be deemed to have been given at the time of delivery if the day of such delivery is not a Saturday, Sunday or statutory holiday. If the day of delivery is a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next following day that is not a Saturday, Sunday or statutory holiday. If such notice is mailed, notice shall be deemed to have been given seven (7) calendar days after the date of mailing thereof unless the postal system has been disrupted by strikes or slow downs, in which case notice shall be given by personal delivery only. Either party shall have the right to designate by notice, in the manner above set forth, a different address to which notices are to be mailed.

ARTICLE 19 – ASSIGNMENT, SUBLEASE OR SALE

Section 19.1 – Assignment or Sublease by Tenant. Neither Tenant nor Tenant's successors or assigns shall assign, mortgage, pledge, or encumber this Lease or sublet the Leased Premises in whole or in part, or permit the Leased Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior, express, and written consent in writing of City in each instance.

Section 19.2 – Sale, Conveyance and Assignment. Nothing in this Lease shall restrict the right of the City to sell, convey, assign, mortgage or otherwise deal with the Leased Premises or the right of City to assign its interest in this Lease subject only to the rights of Tenant under this Lease.

ARTICLE 20 – SURRENDER OF POSSESSION

Tenant shall, on the last day of the Term, or on earlier termination of this Lease, peaceably and quietly surrender and deliver the Leased Premises to City free of subtenancies, including all buildings, additions, and improvements constructed or placed on the Leased Premises by Tenant, except moveable trade fixtures, all in good condition and repair, subject to ordinary wear and tear.

If City so elects, any trade fixtures or personal property not used in connection with the operation of the Leased Premises and belonging to Tenant, if not removed at the termination of this Lease, shall be deemed abandoned and become the property of City without any payment or offset for such fixtures or property. At City's election, City may remove such fixtures or property from the Leased Premises and store them at the risk and expense of Tenant. Tenant shall repair and restore all damage to the Leased Premises caused by the removal of equipment, trade fixtures, and personal property.

ARTICLE 21 – MISCELLANEOUS

Section 21.1 – Relationship of Parties. Nothing contained in this Lease shall create any relationship between the Parties hereto other than that of City and Tenant, and it is acknowledged and agreed that City does not in any way or for any purpose become a partner of Tenant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with Tenant.

Section 21.2 – Attorney's Fees. In the event of any legal action or suit under this Lease, each party shall bear its own attorney's fees and costs.

Section 21.3 – Tenant Not to Allow Lien or Encumbrances. Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work of any contractor, mechanic, laborer, or materialman which might be or become a lien or encumbrance or charge upon the Leased Premises. If any lien or notice of lien on the account of any debt of the Tenant shall be filed against the Leased Premises or the property of which the Leased Premises is a part, and Tenant fails to discharge the lien or notice of lien within twenty (20) days of filing, City, in addition to any other legal rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due, or shall be entitled to defend any prosecution of an action for foreclosure of such lien. Any amount paid by City and all costs and expenses (including reasonable attorneys' fees and interest) incurred by City in connection therewith shall be paid by Tenant.

Section 21.4 – Waiver. No delay or omission of the exercise of any right of City or any waiver of any breach or violation of Tenant by City under this Lease shall be construed as a continuing waiver or consent to any subsequent breach or violation.

Section 21.5 – Entire Agreement. This Lease shall constitute the entire agreement between the Parties with respect to the matters addressed herein and supersedes any prior agreements or understandings. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

Section 21.6 – Modification of Lease. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party, which shall be recorded in the Official Records of Brevard County, Florida.

Section 21.7 – Binding Effect. This Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.

Section 21.8 - Applicable Law and Venue. This Lease and the provisions contained herein shall be construed, controlled and interpreted in accordance with the laws of the State of Florida. Venue for any State Court Action under the terms of this Lease shall be in Brevard County, Florida. Venue for any Federal Court Action shall be in Orlando, Florida. The Parties hereby knowingly and voluntarily waive the right to trial by jury.

Section 21.9 - Time of the Essence. It is specifically declared that time is of the essence in all provisions of this Lease.

Section 21.10 – Severability. Any provision or part of this Lease held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Tenant, who agree that the Lease shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Section 21.11 – Article and Section Headings. The titles to the articles, section or paragraphs of this Lease are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

Section 21.12 – No Waiver of Police Power. City is acting solely in its proprietary capacity as landlord and City cannot and hereby specifically does not waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to governmental regulations of general applicability which may govern the Leased Premises, or any improvements thereon, or any operations at the Leased Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

Section 21.13 – Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

Section 21.14 – Sovereign Immunity. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Lease shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, as may be amended from time to time, or other limitations imposed on the City's potential liability under state or federal law. Tenant agrees that City shall not be liable under this Lease for punitive damages or interest for the period before judgment. 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 Lease.

Section 21.15 – Excusable Delay. For purposes of this Lease, the term "Excusable Delay" shall mean any delays (other than the payment of monetary obligations) due to civil commotion, war or warlike operations, acts of terrorism, acts of a public enemy, acts of bioterrorism, epidemics, quarantines, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed. Any party seeking to excuse or delay performance due to an Excusable Delay under this Section 21.15 will provide detailed written notice to the other party of the nature and anticipated duration of the delay within ten (10) days of the event. A party claiming the benefit of an Excusable Delay shall use reasonable efforts to avoid or overcome the causes affecting performance and diligently fulfill all outstanding obligations within thirty (30) days. The thirty (30) day time-period may be extended upon mutual written agreement by the parties, if it is determined by the party not claiming the benefit of an Excusable Delay, that the nature and anticipated duration of the delay warrant such extension.

Section 21.16 – Estoppel Certificates. From time to time, City or Tenant, on not less than 15 business days' prior notice, shall execute and deliver an estoppel certificate in a form generally consistent with the requirements of institutional lenders or prospective purchasers and certified to the requesting party and any mortgagee or prospective mortgagee or purchaser of the interest of the requesting party.

Section 21.17 – Subordination; Non-disturbance. Except as set forth in this section, this Lease is and shall be subject and subordinate to all mortgages and ground leases that may hereafter affect the Leased Premises, and to all renewals, modifications, consolidations, replacements, and extensions of the mortgages and leases. City represents and warrants that the Leased Premises are not encumbered by a ground lease or mortgage as of the date of this Lease. City, as a condition to Tenant's obligation to subordinate its interest under this Lease to any future ground or underlying leases or future mortgages, will cause any future lessor under any ground or underlying lease or holder of a mortgage affecting the Leased Premises to provide Tenant with a subordination, non-disturbance, and attornment agreement in commercially reasonable form.

Section 21.18 - Recordation. An executed original of this Lease shall be recorded, at the Parties' joint expense, in the Public Records of Brevard County, Florida, within thirty (30) days of the Effective Date, as defined herein.

Section 21.19 – Public Records. Pursuant to Chapter 119, Florida Statutes, Tenant 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 Tenant related, directly or indirectly, to this Lease or the services provided to the City under this Lease 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 Tenant. 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 Tenant 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. Upon request by the City, the Tenant shall promptly supply copies of said Public Records to the City. If the City suffers a third party award of attorney's fees and/or damages for Tenant violating Chapter 119, Florida Statutes, due to Tenant's failure to comply with this Section, the City shall collect from Tenant prevailing party reasonable attorney's fees and costs, and any reasonable damages incurred by the City, for enforcing this Section against Tenant. And, if applicable, the City shall also be entitled to reimbursement of all reasonable attorneys' fees and damages which the City had to pay a third party because of the Tenant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed on the date indicated below.

WITNESSES:

_____
Print:_____

_____
Print:_____

CITY:

CITY OF COCOA, FLORIDA

_____
John A. Titkanich, City Manager

ATTEST:

By:_____
Carie Shealy, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by John A. Titkanich, City Manager of the City of Cocoa, Florida, a Florida municipal corporation (check one) □ who is personally known to me or □ who produced _____ as identification.

_____
Notary Public
Print Name:_____
My Commission expires:

WITNESSES:

TENANT:

FLORIDA HISTORICAL SOCIETY

_____
Print:_____

By: _____
Signature Date

_____
Print:

_____
Print:_____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ the _____ of THE FLORIDA HISTORICAL SOCIETY, a Florida non-profit corporation (check one) □ who is personally known to me or □ who produced _____ as identification.

_____
Notary Public
Print Name:_____
My Commission expires:

EXHIBIT "A"
LEGAL DESCRIPTION OF LEASED PREMISES

LEGAL DESCRIPTION

PARCEL 902

EXHIBIT "A"
SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1

PARENT PARCEL ID#: 24-36-19-00-00001.0-0000.00
PURPOSE: LEASE

LEGAL DESCRIPTION OF: PARCEL 902 (BY SURVEYOR)

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF SAID SECTION 19; THENCE NORTH 00° 03' 19" EAST ALONG THE EAST LINE OF SAID NORTH ONE-HALF FOR A DISTANCE OF 1146.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1146.00 FEET OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 19; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89° 33' 30" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 2651.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER, SAID POINT ALSO BEING A POINT ON THE EAST LINE OF BLOCK 9, COLLEGE GREENS ESTATES UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 48, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 29° 20' 37" WEST ALONG THE EAST LINE OF SAID BLOCK 9 FOR A DISTANCE OF 711.30 FEET TO A POINT ON SOUTH RIGHT OF WAY LINE OF MICHIGAN AVENUE, A 100 FOOT WIDE RIGHT OF WAY; THENCE NORTH 63° 12' 30" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 470.00 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK 7 OF SAID COLLEGE GREENS ESTATES UNIT 3; THENCE SOUTH 45° 17' 46" EAST ALONG THE WEST LINE OF SAID LOT 14 FOR A DISTANCE OF 116.00 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 7; THENCE NORTH 63° 12' 30" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 495.54 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 561.46 FEET AND A CENTRAL ANGLE OF 38° 13' 30"; THENCE ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTH LINE OF BLOCK 7 OF SAID COLLEGE GREENS ESTATES UNIT 3 AND ALONG THE SOUTH LINE OF BLOCK 7, COLLEGE GREENS ESTATES UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 16 FOR A DISTANCE OF 374.58 FEET; THENCE SOUTH 78° 34' 00" EAST ALONG THE SOUTH LINE OF BLOCK 7 OF SAID COLLEGE GREENS ESTATES UNIT 2 AND ALONG THE SOUTH LINE OF BLOCK 7, COLLEGE GREENS ESTATES UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 66 FOR A DISTANCE OF 185.60 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 7 OF SAID COLLEGE GREENS ESTATES UNIT 1; THENCE SOUTH 04° 21' 20" WEST FOR A DISTANCE OF 362.7 FEET, MORE OR LESS TO THE WATERS OF CLEAR LAKE; THENCE SOUTHWESTERLY, ALONG THE WATERS OF CLEAR LAKE FOR A DISTANCE OF 929.8 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH 1146.00 FEET OF SAID NORTHEAST ONE-QUARTER; THENCE SOUTH 89° 33' 30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 562.4 FEET, MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 21.53 ACRES, MORE OR LESS.

UNLESS OTHERWISE INDICATED ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AGREEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD. THE SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS.

SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY OF ANY TYPE BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. THE BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE NORTH LINE OF THE SOUTH 1146.00 FEET OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 19 AS BEING SOUTH 89° 33' 30" WEST.
3. THE LOCATION OF THE WATERS OF CLEAR LAKE DIGITIZED USING A 2014 AERIAL PHOTOGRAPH OF THE AREA.
4. NO INSTRUMENTS OF RECORD AND/OR TITLE COMMITMENT REFLECTING OWNERSHIP, ENCUMBRANCES OF EXISTING EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WERE PROVIDED TO THIS SURVEYOR.

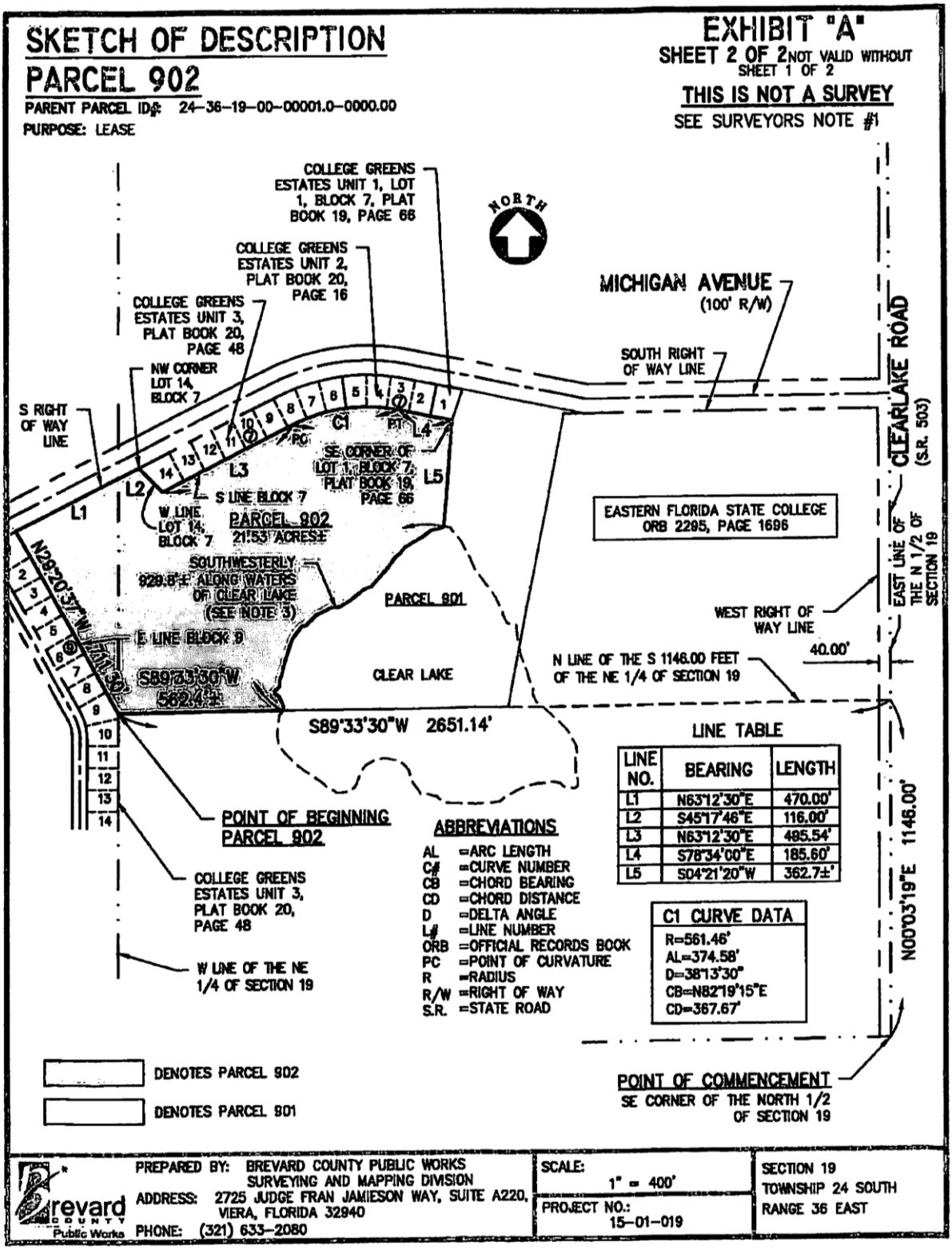
PREPARED FOR: BREVARD COUNTY
PARKS AND RECREATION DEPARTMENT
PROJECT MANAGER: MARSHA CANTRELL

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080

brevard COUNTY Public Works

DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	PROJECT NO. 15-01-019			SECTION 19
		REVISIONS	DATE	DESCRIPTION	TOWNSHIP 24 SOUTH
DATE: JANUARY 14, 2015	SHEET: 1 OF 2				RANGE 36 EAST


SKETCH OF DESCRIPTION
PARCEL 902
PARENT PARCEL ID#: 24-36-19-00-00001.0-0000.00
PURPOSE: LEASE
EXHIBIT "A"
SHEET 2 OF 2 NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1
COLLEGE GREENS ESTATES UNIT 1, LOT 1, BLOCK 7, PLAT BOOK 19, PAGE 66
COLLEGE GREENS ESTATES UNIT 2, PLAT BOOK 20, PAGE 16
COLLEGE GREENS ESTATES UNIT 3, PLAT BOOK 20, PAGE 48
NW CORNER LOT 14, BLOCK 7
NORTH
MICHIGAN AVENUE (100' R/W)
SOUTH RIGHT OF WAY LINE
CLEARLAKE ROAD (S.R. 503)
S RIGHT OF WAY LINE
C1
PC
PT
L4
L5
L3
L2
L1
SE CORNER OF LOT 1, BLOCK 7, PLAT BOOK 19, PAGE 66
S LINE BLOCK 7
W LINE LOT 14, BLOCK 7
PARCEL 902
21.53 ACRES±
EASTERN FLORIDA STATE COLLEGE ORB 2295, PAGE 1696
SOUTHWESTERLY 929.8'± ALONG WATERS OF CLEAR LAKE (SEE NOTE 3)
PARCEL 901
N29°20'37"W
E LINE BLOCK 9
S89°33'30"W 562.4'±
CLEAR LAKE
WEST RIGHT OF WAY LINE
EAST LINE OF THE N 1/2 OF SECTION 19
40.00'
N LINE OF THE S 1146.00 FEET OF THE NE 1/4 OF SECTION 19
S89°33'30"W 2651.14'
N00°03'19"E 1146.00'
POINT OF BEGINNING PARCEL 902
COLLEGE GREENS ESTATES UNIT 3, PLAT BOOK 20, PAGE 48
W LINE OF THE NE 1/4 OF SECTION 19
LINE TABLE
LINE NO. | BEARING | LENGTH
L1 | N63°12'30"E | 470.00'
L2 | S45°17'46"E | 116.00'
L3 | N63°12'30"E | 485.54'
L4 | S78°34'00"E | 185.60'
L5 | S04°21'20"W | 362.7±'
C1 CURVE DATA
R=561.46'
AL=374.58'
D=38°13'30"
CB=N82°19'15"E
CD=367.67'
ABBREVIATIONS
AL =ARC LENGTH
C# =CURVE NUMBER
CB =CHORD BEARING
CD =CHORD DISTANCE
D =DELTA ANGLE
L# =LINE NUMBER
ORB =OFFICIAL RECORDS BOOK
PC =POINT OF CURVATURE
R =RADIUS
R/W =RIGHT OF WAY
S.R. =STATE ROAD
DENOTES PARCEL 902
DENOTES PARCEL 901
POINT OF COMMENCEMENT
SE CORNER OF THE NORTH 1/2 OF SECTION 19
Brevard County Public Works
PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080
SCALE: 1" = 400'
PROJECT NO.: 15-01-019
SECTION 19
TOWNSHIP 24 SOUTH
RANGE 36 EAST

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 26, 2017

M E M O R A N D U M

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item VI.B.2., Lease Termination Agreement and Mutual Release with City of Cocoa for Property Located in Travis Park

The Board of County Commissioners, in regular session on July 25, 2017, executed Lease Termination Agreement and Mutual Release with the City of Cocoa for property located in Travis Park. Enclosed is executed Lease Termination Agreement and Mutual Release.

Upon execution by the City of Cocoa, please return a fully-executed copy of the Lease Termination Agreement and Mutual Release to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Contracts Administration

Parks & Recreation
JUL 31 2017
Administration

Meeting Date
July 25, 2017

AGENDA	
Section	New Business
Item No.	VI. B. 2.

AGENDA REPORT

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Termination of Lease with City of Cocoa – District 2
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

Requested Action:

It is requested the Board approve the termination of the Lease with the City of Cocoa. It is further requested the Chair be authorized to execute all documents needed to effectuate the terms of this agreement.

Summary Explanation & Background:

On September 30, 1975, the County and the City of Cocoa (City) entered into a lease agreement for the County's construction and operation of facilities for public recreation purposes on said leased property within the City of Cocoa, now commonly known as Travis Park. The lease agreement provided that any and all structures affixed to the land became property of the City at lease termination. The County, on the same date, entered into agreement with the Brevard Museum to lease a portion of the property. The Museum operated a portion of the property for nature trails, an observation area for classes conducted in the natural sciences in conjunction with a natural science and history museum until 2014, at which point the Florida Historical Society (FHS) assumed the Museum's sublease with the County.

Approval of the request for Termination of Lease will terminate the County's lease with the City of Cocoa. The City will execute a lease agreement directly with FHS and FHS will continue the operation and maintenance of the Taylor Building as a public museum to display and preserve the Taylor artifacts thereby continuing services to community.

Travis Park will continue to be included in the Interlocal Agreement between the County and the City designating the County responsible for operation and maintenance of said parks. Therefore, there is no need for a lease as no other City parks are operated via a lease. Staff will be bringing back an updated Interlocal Agreement for operation and maintenance of parks within the City limits at a later date.

Fiscal Impact: There is no fiscal impact as a result of this action.

Clerk to the Board Instructions:

Exhibits Attached: Termination of Lease

Contract /Agreement (If attached): Reviewed by County Attorney	Yes	☒	No	☐	PR ☐

County Manager	Assistant County Manager, John Denninghoff	Mary Ellen Donner, Parks & Recreation Director 633-2046; maryellen.donner@brevardparks.com
Frank Abbate, Interim County Manager	Assistant County Manager, Venetta Valdengo Venetta Valdengo	

After recording
return document to:
Carie Shealy
City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

----------[This space above reserved for recording information]----------

LEASE TERMINATION AGREEMENT AND MUTUAL RELEASE

THIS LEASE TERMINATION AND MUTUAL RELEASE ("**Termination Agreement**") , by and between the **CITY OF COCOA**, a municipal corporation existing under the laws of the State of Florida ("**Lessor**") and **THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**Lessee**").

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated September 30, 1975, recorded in Official Records Book 1565, Page 246, Public Records of Brevard County, Florida, rerecorded in Official Records Book 1565, Page 259, Public Records of Brevard County, Florida, and as amended by that certain Amendment to Lease Agreement dated August 1, 1989, copies of which are attached hereto as Exhibit "A" (as amended, "**Lease Agreement**"), for the lease of certain real property more particularly described in Exhibit "**B**" attached hereto and incorporated by this reference ("**Leased Property**"); and

WHEREAS, on January 13, 1981, the City conveyed to the District Board of Trustees of Brevard Community College ("**BCC**") a portion of the Leased Property, more particularly described in the quitclaim deed recorded in Official Records Book 2295, Page 1696, Public Records of Brevard County ("**BCC Property**"); and

WHEREAS, in accordance with the conveyance to the BCC, Lessor holds and maintains fee simple title to the Leased Property, except for the BCC Property described above; and

WHEREAS, Lessor and Lessee desire to terminate the Lease Agreement pursuant to the terms provided herein.

NOW THEREFORE, for and in consideration of the provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee (collectively referred to as the "**Parties**") hereby agree as follows:

1. **Recitals.** That all of the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Effective Date & Termination Date.** This Termination Agreement shall be valid and binding upon the date of execution by the last signing party ("**Effective Date**"); however, the Lease Agreement shall automatically terminate without further action by the Parties and be of no further force or effect on 11:59 P.M. EST November 1, 2017 ("**Termination Date**").

3. **Vacation of Premises.** Lessee shall fully vacate the Leased Property, except for the BCC Property previously conveyed to the BCC, on or before the Termination Date. In accordance with Section 7 of the Lease Agreement, it is specifically understood and agreed that any and all buildings or structures placed upon the Leased Property which are permanently attached to said property shall become the property of the Lessor as of the Termination Date. Lessee shall execute any and all papers necessary to effect transfer to said buildings or structures to Lessor free and clear of all liens, encumbrances, or other claim or interests held thereon by any person whatsoever. Lessee shall not remove any buildings or structures upon the Leased Property.

4. **Mutual Release.** Except for the obligations set forth herein, the Parties agree to mutually release and forever discharge each other, of and from any and all past, present or future claims, debts, demands, damages, losses, liabilities, any manner of action and actions, cause and causes of action of any kind whatsoever both at law and in equity, which the Parties now have, or may hereafter have arising out of or relating to the Lease Agreement.

5. **Applicable Law.** This Termination Agreement and the provisions contained herein shall be construed, controlled and enforced in accordance with the laws of the State of Florida.

6. **Counterparts.** This Termination Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

7. **Implementation and Other Documents.** To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed, including but not limited to, documents terminating subleases for portions of the Leased Property, the County Manager and City Manager are authorized to prepare or have prepared said documents. The County Manager shall be authorized to execute the same on behalf of the County. Any and all additional required documents shall be approved and executed by the City. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

8. **Recordation.** An executed original of this Termination Agreement shall be recorded, at the parties' joint expense, in the Public Records of Brevard County, Florida, within thirty (30) days of the Effective Date, as defined herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

LESSOR:

THE CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida

By: _____

Attest: _____

Print Name: _____

Print Name: _____

Signed, sealed and delivered in the presence hereof:

LESSEE:

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____ CHAIRMAN

(As approved by the Board on 7/25/17.)

Attest: _____

SCOTT ELLIS, CLERK

_____

Print Name: _____

_____

Print Name: _____

Reviewed for legal form and content:

_____

Matthew Soss, Assistant County Attorney

LEASE AGREEMENT

THIS LEASE, made and entered into this 30th day of September, 1975, by and between the CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "LESSOR", and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida for the use and benefit of Brevard County Recreation, District Number 4, hereinafter referred to as the "LESSEE",

W I T N E S S E T H

That in consideration of the covenants herein contained on the part of the LESSEE to be kept and performed, the LESSOR does hereby lease to the LESSEE those parcels of land described as follows:

From a point of reference being the Southeast corner of the North Half (N 1/2) of Section 19, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida, run N 00°04'18"W. along the East line of said Section 19 a distance of 1146.03 feet to a point; thence run S 89°33'22" W. a distance 40.00 feet to a point on the West right-of-way of Clearlake Road, said point also being the Point of Beginning of this description: thence continue S 89°33'22" W parallel with the South line of the North Half (N 1/2) of said Section 19, a distance of 2611.14 feet to a point, said point also being on the East line of Block 9, College Green Estates Unit 3, as recorded in Plat Book 20, Page 48, of the Public Records of Brevard County, Florida; thence N 29°20'37" W along the East line of said Block 9 a distance of 711.50 feet to the Northeast Corner of Lot 1, Block 9, College Green Estates Unit 3, said point also being on the South right-of-way of Michigan Avenue; thence N 63°13'03" E along the south right-of-way of Michigan Avenue a distance of 470.45 feet to a point, said point also being the northwest corner of Lot 14, Block 7, College Green Estates Unit 3; thence S 45°17'27" E along the west line of said Lot 14 a distance of 116.00 feet to the southwest corner thereof; thence Northeasterly along the South line of Block 7 of said College Green Estates Unit 3 a distance of 1055.71 feet to the Southeast corner of Lot 1, of said Block 7; thence Northeasterly along the East

line of said Lot 1 a distance of 110.99 feet to the Northeast corner of said Lot 1 and said point also being on the South right-of-way of Michigan Avenue; thence Southeasterly along the South right-of-way of Michigan Avenue a distance of 1235.00 feet; thence S 00°04'18" E. parallel with the East line of the North Half (N 1/2) of Section 19, a distance of 210.00 feet; thence N 89°33'22" E parallel with the South line of the North Half (N 1/2) of Section 19, a distance of 210.00 feet to the West right-of-way of Clearlake Road; thence Southerly along the West right-of-way of Clearlake Road a distance of 777.92 feet to the Point of Beginning.

TO HAVE AND TO HOLD said parcel of land unto the LESSEE for a term of thirty (30) years from the date of execution of this Lease Agreement, the LESSEE yielding and paying as rent therefore, the sum of One Dollar ($1.00) per year, payable in advance on the First day of October, of each and every year during said term.

IT IS MUTUALLY COVENANTED AND AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That said land will be used for, and LESSEE shall have the privilege of constructing and maintaining such structures and/or facilities as pertain to the operation of public recreation facilities.

2. That said LESSEE will not assign this lease, or sublet any portion of said land or any improvements thereon, without prior written consent of the LESSOR.

3. That the LESSEE shall keep and maintain said premises and every part thereof in a clean, safe, secure and wholesome condition.

4. LESSEE will indemnify and hold harmless LESSOR from any and all damages, claims, judgments (including reasonable attorney's fees) arising out of injuries to person or property caused by LESSEE'S operations or use of the leased premises.

5. LESSOR, or its agents, shall not be liable for any damages to property of LESSEE, or of others, upon the leased premises or for any injury or damage to persons or property while upon the leased premises.

6. It is understood and agreed that this lease is made upon the express condition that if the LESSEE shall fail or neglect to perform or observe any or either of the covenants herein contained, it shall be lawful for the LESSOR, at any time thereafterwards, upon thirty (30) days written notice, to enter upon the demised premises and repossess the same as of their former estate and to expel the LESSEE and those claiming under it, and to remove the effects of the LESSEE without prejudice to any remedies which might otherwise be used for breach of covenants with all costs and reasonable attorney's fees to be paid by LESSEE.

7. It is specifically understood and agreed that any building or structure placed upon said premises which is permanently attached to said premises, shall become the property of the LESSOR upon termination of this lease, whether by its terms or by breach and the LESSEE shall not remove said buildings or structures, but will execute any necessary papers to LESSOR for same.

8. This Lease Agreement supersedes and replaces the Lease Agreement hereto made as of August 1, 1967, by and between the parties hereto, which agreement, for and in consideration of the payments already made pursuant to the terms of such agreement and for and in consideration of the further covenants and agreements herein set forth, is hereby cancelled, rescinded and terminated by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers on this, the 16 day of September, 1975.

Signed, Sealed and Delivered in the presence of:

CITY OF COCOA

By: _____

Attest: _____

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By: _____
Lee Wenner, Chairman

Attest: _____
Curtis R. Barnes, Clerk

OFFI. RECS 1565 PAGE 249

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lee Wenner and Curtis R. Barnes, to me known and known to be the persons described in and who executed the foregoing Lease Agreement as Chairman and Clerk, respectively, of the Board of County Commissioners of Brevard County, Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Board, and that said Lease Agreement is the act and deed of said Board.

WITNESS my hand and official seal in the State and County last aforesaid, this 30th day of September, 1975.

(Notary Seal)

Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
My Commission Expires May 10th, 1978

FILED AND RECORDED
BREVARD COUNTY, FLA.
VERIFIED
1975 OCT 8 PM 4 03
19845
Curtis R. Barnes
CLERK CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James B. Heney and Kathryn A. Caldwell, to me known and known to be the persons described in and who executed the foregoing Lease Agreement as Mayor and City Clerk respectively, of the City of Cocoa, a municipal corporation existing under the laws of the State of Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said City and that said Lease Agreement is the act and deed of said City.

WITNESS my hand and official seal in the State and County last aforesaid, this 16th day of September, 1975.

(Notary Seal)

Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 31, 1975
Bonded by American Fire & Casualty Co.

This Instrument Prepared By:
William H. Arnold
Assistant County Attorney
P. O. Box 157
Titusville, Florida 32780

EXHIBIT "A"

AMENDMENT TO LEASE AGREEMENT

Amendment to Lease Agreement dated September 30, 1975 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (County) and the CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida (City).

WITNESSETH

WHEREAS, the City and County entered into a lease agreement as Lessor and Lessee respectively on September 30, 1975; and

WHEREAS, the County has subleased to property, with the City's permission, to the BREVARD MUSEUM, a non-profit corporation existing under laws of the State of Florida (Museum); and

WHEREAS, the Museum requires an additional term for this sublease; and

WHEREAS, the City desires to assist the County and the Museum in their endeavors and an expansion of the Museum facilities;

NOW, THEREFORE, the parties agree that:

1. The lease agreement recorded at O.R. Book 1565, page 247, and dated September 30, 1975, is amended to provide a term of 99 years from the date of the execution of this Amendment and to run concurrently with the sublease agreement between the County, the Museum and the City, also dated September 30, 1975.

2. All remaining provisions of the lease agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of August, 1989.

EXHIBIT "A"

Signed, Sealed and Delivered
in the presence of:

Witness

Witness

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____
Roger W. Dobson, Chairman

ATTEST:

_____
R. C. Winstead, Jr., Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Carol A. Senne, to me known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 15 day of August, 1989.

(Notary Seal)

_____
Notary Public, State of
Florida at large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 10, 1992
Bonded Thru Troy Fain - Insurance Inc.

Signed, Sealed and Delivered
in the Presence of:

Witness

Witness

CITY OF COCOA, FLORIDA

By: _____, Mayor

ATTEST:

_____
City Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Linda C. Knudson to me known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 21st day of August, 1989.

_____
Notary Public, State of
Florida at large
My Commission Expires:

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT. 11, 1992
BONDED THRU GENERAL INS. UND.

EXHIBIT "B"

From a point of reference being the Southeast corner of the North Half (N 1/2) of Section 19, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida, run N 00°04'18"W. along the East line of said Section 19 a distance of 1146.03 feet to a point; thence run S 89°33'22" W. a distance 40.00 feet to a point on the West right-of-way of Clearlake Road, said point also being the Point of Beginning of this description; thence continue S 89°33'22" W parallel with the South line of the North Half (N 1/2) of said Section 19, a distance of 2611.14 feet to a point, said point also being on the East line of Block 9, College Green Estates Unit 3, as recorded in Plat Book 20, Page 48, of the Public Records of Brevard County, Florida; thence N 29°20'37" W along the East line of said Block 9 a distance of 711.50 feet to the Northeast Corner of Lot 1, Block 9, College Green Estates Unit 3, said point also being on the South right-of-way of Michigan Avenue; thence N 63°13'03" E along the south right-of-way of Michigan Avenue a distance of 470.45 feet to a point, said point also being the northwest corner of Lot 14, Block 7, College Green Estates Unit 3; thence S 45°17'27" E along the west line of said Lot 14 a distance of 116.00 feet to the southwest corner thereof; thence Northeasterly along the South line of Block 7 of said College Green Estates Unit 3 a distance of 1055.71 feet to the Southeast corner of Lot 1, of said Block 7; thence Northeasterly along the East line of said Lot 1 a distance of 110.99 feet to the Northeast corner of said Lot 1 and said point also being on the South right-of-way of Michigan Avenue; thence Southeasterly along the South right-of-way of Michigan Avenue a distance of 1235.00 feet; thence S 00°04'18" E. parallel with the East line of the North Half (N 1/2) of Section 19, a distance of 210.00 feet; thence N 89°33'22" E parallel with the South line of the North Half (N 1/2) of Section 19, a distance of 210.00 feet to the West right-of-way of Clearlake Road; thence Southerly along the West right-of-way of Clearlake Road a distance of 777.92 feet to the Point of Beginning.

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of March, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-070

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT

REQUESTING DEPARTMENT #: 1500 DATE PREPARED: 03/06/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 8,321,414	$ 9,054,069	$ 9,104,069	$ 9,104,069
$ 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
$ 50,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	001-1600-513.83-01		MISC GRANTS/DONATIONS	$ 95,673	$ 95,673	$ 145,673	$ 145,673
$ 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
$ 50,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City is entering a multi-year Agreement and lease with the Florida Historical Society to lease the real property located at 2201 Michigan Ave. The lease agreement provides for a $50,000 City's contribution towards the replacement of the museum roof. Agenda 19-107

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/13/19 *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.

3/6/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.03.06 17:24:53 -05'00'	3/6/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.03.06 17:32:13 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/7/19	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2019.03.07 12:08:05 -05'00'	3/7/19	Lora Howell Digitally signed by Lora Howell Date: 2019.03.07 12:10:37 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	19-101	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/5/2019			**In control:**	City Council
On agenda:	3/13/2019			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Financial Update January 2019.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 5, 2019
Agenda Date: March 13, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending January 2019 provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This January 2019 report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the

unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2019 Budget by Classification Report - Summary Listing

Through 1/31/19

Target for January is 33%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 8,200,129		$ 5,306,271	$ 2,893,858	65%
OTHER PERMITS AND FEES	$ 3,342,581		$ 1,632,876	$ 1,709,705	49%
INTERGOVERNMENTAL	$ 2,330,789		$ 458,148	$ 1,872,641	20%
CHARGES FOR SERVICES	$ 11,529,432		$ 3,674,675	$ 7,854,757	32%
FINES AND FORFEITURES	$ 26,000		$ 6,818	$ 19,182	26%
MISCELLANEOUS	$ 944,938		$ 355,415	$ 589,523	38%
OTHER SOURCES (NON-REVENUE)	$ 17,559,297		$ 2,821,363	$ 14,737,934	16%
REVENUE TOTALS	**$ 43,933,166**		**$ 14,255,566**	**$ 29,677,600**	**32%**
EXPENSE					
SALARIES AND BENEFITS	$ 23,275,817	$ 1,220	$ 7,369,824	$ 15,904,773	32%
OPERATING EXPENDITURES	$ 10,858,893	$ 3,021,075	$ 3,119,795	$ 4,718,023	57%
CAPITAL OUTLAY	$ 1,724,685	$ 623,989	$ 579,986	$ 520,710	70%
GRANTS, AIDS AND OTHER	$ 8,073,771	$ -	$ 1,000,986	$ 7,072,785	12%
EXPENSE TOTALS	**$ 43,933,166**	**$ 3,646,284**	**$ 12,070,591**	**$ 28,216,291**	**36%**
REVENUE TOTALS	**$ 43,933,166**	**$ -**	**$ 14,255,566**	**$ 29,677,600**	**32%**
EXPENSE TOTALS	**$ 43,933,166**	**$ 3,646,284**	**$ 12,070,591**	**$ 28,216,291**	**36%**
	$ -	**$ (3,646,284)**	**$ 2,184,975**	**$ 1,461,309**	

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	458,061	176,660.63	39	1,832,244	4,591,324.79	251	5,496,736	905,411.21
20 00	DELINQUENT TAXES	1,250	.00		5,000	257.09	5	15,000	14,742.91
25 00	PENALTIES RE: TAXES	416	22.91	6	1,664	1,343.90	81	5,000	3,656.10
30 00	TAX CERTIFICATES	15,000	.00		60,000	.00		180,000	180,000.00
311 **	AD VALOREM	474,727	176,683.54	37	1,898,908	4,592,925.78	242	5,696,736	1,103,810.22
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	33,833	48,503.85	143	135,332	77,372.61	57	406,000	328,627.39
312 **	SALES USE AND FUEL TAXES	33,833	48,503.85	143	135,332	77,372.61	57	406,000	328,627.39
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	96,583	96,912.12	100	386,332	327,746.95	85	1,159,007	831,260.05
30 00	WATER-COCOA	27,888	28,243.95	101	111,552	113,339.56	102	334,667	221,327.44
40 00	GAS	1,666	2,463.24	148	6,664	4,946.52	74	20,000	15,053.48
80 00	PROPANE	1,251	2,306.02	184	5,004	6,095.08	122	15,013	8,917.92
314 **	UTILITY SERVICE TAX	127,388	129,925.33	102	509,552	452,128.11	89	1,528,687	1,076,558.89
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	33,642	33,080.94	98	134,568	44,933.31	33	403,706	358,772.69
315 **	COMMUNICATION SERVICE TAX	33,642	33,080.94	98	134,568	44,933.31	33	403,706	358,772.69
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	13,750	2,923.41	21	55,000	138,911.34	253	165,000	26,088.66
316 **	LOCAL BUSINESS TAX	13,750	2,923.41	21	55,000	138,911.34	253	165,000	26,088.66
310 ***	TAXES	683,340	391,117.07	57	2,733,360	5,306,271.15	194	8,200,129	2,893,857.85
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	16,666	34,872.56	209	66,664	85,782.64	129	200,000	114,217.36
10 00	TRAINING SURCHARGE	66	182.22	276	264	394.80	150	800	405.20
322 **	BUILDING PERMITS	16,732	35,054.78	210	66,928	86,177.44	129	200,800	114,622.56
323	FRANCHISE FEES								
10 00	ELECTRICITY	68,553	80,909.37	118	274,212	125,201.85	46	822,639	697,437.15
40 00	GAS	1,210	3,152.76	261	4,840	6,483.17	134	14,520	8,036.83
70 00	SOLID WASTE	15,365	15,359.96	100	61,460	63,303.90	103	184,385	121,081.10
323 **	FRANCHISE FEES	85,128	99,422.09	117	340,512	194,988.92	57	1,021,544	826,555.08
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	162,186	85,999.38	53	648,744	1,346,069.48	208	1,946,237	600,167.52

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	.00		664	235.81	36	2,000	1,764.19
12 03	PENALTIES	166	.00		664	504.74	76	2,000	1,495.26
12 04	TAX CERTIFICATES	12,500	.00		50,000	.00		150,000	150,000.00
12 *	SERVICE	175,018	85,999.38	49	700,072	1,346,810.03	192	2,100,237	753,426.97
325 **	SPECIAL ASSESSMENT	175,018	85,999.38	49	700,072	1,346,810.03	192	2,100,237	753,426.97
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	1,666	525.00	32	6,664	3,390.00	51	20,000	16,610.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	.00		0	1,510.00		0	1,510.00-
329 **	OTHER PERMITS & FEES	1,666	525.00	32	6,664	4,900.00	74	20,000	15,100.00
320 ***	OTHER PERMITS & FEES	278,544	221,001.25	79	1,114,176	1,632,876.39	147	3,342,581	1,709,704.61
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	0	.00		0	.00		0	.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	0	.00		0	.00		0	.00
20 01	RES OFFCR - CTY CONTRACT	8,666	.00		34,664	26,000.00	75	104,000	78,000.00
20 05	DEPT OF JUSTICE GRANTS	2,073	.00		8,292	.00		24,879	24,879.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	760	.00		3,040	2,910.76	96	9,130	6,219.24
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	10,071	5,614.11	56	40,284	15,236.76	38	120,863	105,626.24
20 16	INTERNET CRIMES GRANT	833	.00		3,332	.00		10,000	10,000.00
20 17	BODY WORN CAMERA GRANT	1,500	.00		6,000	.00		18,000	18,000.00
20 *	PUBLIC SAFETY	23,903	5,614.11	24	95,612	44,147.52	46	286,872	242,724.48
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
50 02	EDA-2018-DISASTER-11.307	3,750	.00		15,000	.00		45,000	45,000.00
50 03	FDEP-RESILIENCY4190120	7,018	.00		21,054	.00		77,200	77,200.00
50 *	ECONOMIC ENVIRONMENT	10,768	.00		36,054	.00		122,200	122,200.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
70 01	NPS CIVIL RIGHTS GRANT	4,166	.00		16,664	.00		50,000	50,000.00
331 **	FEDERAL GRANTS	38,837	5,614.11	15	148,330	44,147.52	30	459,072	414,924.48
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,333	.00		13,332	23,462.80	176	40,000	16,537.20
333 **	PAYMENT IN LIEU OF TAXES	3,333	.00		13,332	23,462.80	176	40,000	16,537.20
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50 02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50 04	DEO-19-THREATASSESS-P0299	2,222	.00		2,222	.00		20,000	20,000.00
50 *	ECONOMIC ENVIRONMENT	2,222	.00		2,222	.00		20,000	20,000.00
90 30	HISTORIC PRESERVATION GRT	0	.00		0	.00		0	.00
334 **	STATE GRANT	2,222	.00		2,222	.00		20,000	20,000.00
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	41,666	45,369.85	109	166,664	136,109.56	82	500,000	363,890.44
12 20	8TH CNT MUNICIPAL GAS TAX	12,916	13,605.65	105	51,664	40,816.95	79	155,000	114,183.05
12 *	STATE REVENUE SHARING	54,582	58,975.50	108	218,328	176,926.51	81	655,000	478,073.49
14 00	MOBILE HOME LICENSES	1,666	8,890.05	534	6,664	15,259.27	229	20,000	4,740.73
15 00	ALCOHOLIC BEVERAGE	1,809	.00		7,236	.00		21,717	21,717.00
18 00	LOCAL GOVERNMENT 1/2 CENT	90,833	93,689.26	103	363,332	184,989.65	51	1,090,000	905,010.35
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
22 00	ENHANCED 911 FEE	0	.00		0	.00		0	.00
29 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	2,083	6,576.82	316	8,332	13,362.40	160	25,000	11,637.60
335 **	STATE SHARED REVENUES	150,973	168,131.63	111	603,892	390,537.83	65	1,811,717	1,421,179.17
337	GRANTS FROM LOCAL UNITS								
20 01	BC EMS GRANT	0	.00		0	.00		0	.00
40 00	TRANSPORTATION	0	.00		0	.00		0	.00
40 01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40 *	TRANSPORTATION	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
337		GRANTS FROM LOCAL UNITS								
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	195,365	173,745.74	89	767,776	458,148.15	60	2,330,789	1,872,640.85
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
10	00	RECORDING FEES	0	.00		0	.00		0	.00
15	00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21	00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23	00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30	00	ADMINISTRATIVE FEES	475,140	475,141.00	100	1,900,560	1,900,564.00	100	5,701,690	3,801,126.00
31	00	ADMIN FEES STORMWATER	7,861	7,862.00	100	31,444	31,448.00	100	94,343	62,895.00
40	00	CERTIFY/COPY/SEARCH	8,333	6,795.25	82	33,332	25,464.87	76	100,000	74,535.13
90	12	PASSPORT EXECUTION FEES	583	315.00	54	2,332	1,575.00	68	7,000	5,425.00
341	**	GENERAL GOVERNMENT	491,917	490,113.25	100	1,967,668	1,959,051.87	100	5,903,033	3,943,981.13
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	1,666	.00		6,664	33,731.25	506	20,000	13,731.25-
90	00	OTHER PUBLIC SAFETY	0	.00		0	450.00		0	450.00-
90	01	FALSE ALARM FEES	925	3,540.00	383	3,700	4,620.00	125	11,100	6,480.00
90	02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90	*	OTHER PUBLIC SAFETY	925	3,540.00	383	3,700	5,070.00	137	11,100	6,030.00
342	**	PUBLIC SAFETY	2,591	3,540.00	137	10,364	38,801.25	374	31,100	7,701.25-
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	35,159	39,217.44	112	140,636	117,537.76	84	421,913	304,375.24
37	11	ROCKLEDGE	22,210	23,558.40	106	88,840	70,750.08	80	266,528	195,777.92
37	12	SUN LAKE	292	320.32	110	1,168	940.80	81	3,515	2,574.20
37	13	CLNY PK-M.I.UTIL CO.	157	157.92	101	628	474.88	76	1,895	1,420.12
37	16	COCOA BEACH	9,171	9,199.04	100	36,684	27,581.92	75	110,063	82,481.08
37	17	CAPE CANAVERAL	7,571	7,553.44	100	30,284	22,631.57	75	90,856	68,224.43
37	18	TITUSVILLE	330	355.04	108	1,320	1,058.71	80	3,961	2,902.29
37	*	WATER BILLING SERVICES	74,890	80,361.60	107	299,560	240,975.72	80	898,731	657,755.28
39	01	SERVICE CHARGES	34,666	25,351.13	73	138,664	119,522.29	86	416,000	296,477.71
39	03	ADMIN CHARGES	33,333	24,180.00	73	133,332	119,310.00	90	400,000	280,690.00
39	04	PENALTIES	72,916	76,986.76	106	291,664	284,990.67	98	875,000	590,009.33
39	05	NSF CHECKS	2,960	2,730.00	92	11,840	11,238.67	95	35,525	24,286.33
39	*	WATER OTHER INCOME	143,875	129,247.89	90	575,500	535,061.63	93	1,726,525	1,191,463.37

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
41 10	GARBAGE REVENUES	173,241	161,373.01	93	692,964	662,666.16	96	2,078,903	1,416,236.84
41 20	RECYCLING REVENUE	18,065	17,375.52	96	72,260	73,021.21	101	216,789	143,767.79
41 30	GREEN WASTE	15,449	15,200.75	98	61,796	62,639.38	101	185,394	122,754.62
41 *	GARBAGE COLLECTION	206,755	193,949.28	94	827,020	798,326.75	97	2,481,086	1,682,759.25
45 10	BILLING FEE - WEST WASTE	8,058	8,464.47	105	32,232	25,178.86	78	96,697	71,518.14
45 20	SALE - RECYCLING MATERIAL	166	.00		664	28.15	4	2,000	1,971.85
45 *	GARBAGE - OTHER REVENUE	8,224	8,464.47	103	32,896	25,207.01	77	98,697	73,489.99
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	13,084.00	300	17,444	13,084.00	75	52,336	39,252.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	16,161	.00		64,644	.00		193,934	193,934.00
90 *	OTHER PHYSICAL ENVIRON	20,522	13,084.00	64	82,088	13,084.00	16	246,270	233,186.00
343 **	PHYSICAL ENVIRONMENT	454,266	425,107.24	94	1,817,064	1,612,655.11	89	5,451,309	3,838,653.89
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	2,927.76	64	18,332	19,860.93	108	55,000	35,139.07
39 11	TENANT MAINTENANCE FEES	116	95.96	83	464	500.40	108	1,400	899.60
39 20	COCOA CIVIC CENTER	3,333	3,427.75	103	13,332	21,245.93	159	40,000	18,754.07
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,666	1,976.85	119	6,664	5,989.58	90	20,000	14,010.42
39 *	OTHER CULTURAL SERVICES	9,698	8,428.32	87	38,792	47,596.84	123	116,400	68,803.16
40 01	COCOA VILLAGE 10% GROSS	1,250	50.00	4	5,000	250.00	5	15,000	14,750.00
40 05	PERMIT FEES	208	422.50	203	832	3,685.00	443	2,500	1,185.00-
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	1,458	472.50	32	5,832	3,935.00	68	17,500	13,565.00
50 10	EVENT FEES	382	.00		1,528	2,034.96	133	4,590	2,555.04
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	458	3,350.00	731	1,832	10,600.00	579	5,500	5,100.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	840	3,350.00	399	3,360	12,634.96	376	10,090	2,544.96-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
347		CULTURE/RECREATION								
347	**	CULTURE/RECREATION	11,996	12,250.82	102	47,984	64,166.80	134	143,990	79,823.20
349		OTHER CHARGES FOR SERVICE								
01 00		CREDIT CARD FEES	0	.00		0	.00		0	.00
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	960,770	931,011.31	97	3,843,080	3,674,675.03	96	11,529,432	7,854,756.97
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10 00		COUNTY COURT CRIMINAL	0	.00		0	80.00		0	80.00-
50 00		800 MHZ FINES	0	.00		0	.00		0	.00
90 00		OTHER	2,166	2,573.91	119	8,664	6,737.52	78	26,000	19,262.48
351	**	JUDGMENTS AND FINES	2,166	2,573.91	119	8,664	6,817.52	79	26,000	19,182.48
354		LOCAL ORDINANCE VIOLATION								
00 00		LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00 00		FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00 00		STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,166	2,573.91	119	8,664	6,817.52	79	26,000	19,182.48
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10 00		INTEREST	4,166	11,937.24	287	16,664	47,762.91	287	50,000	2,237.09
20 00		DIVIDENDS	0	1,083.23		0	2,076.66		0	2,076.66-
38 00		NET INC/DEC-FMV INVESTMNT	0	.00		0	7,630.40		0	7,630.40-
40 00		GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
40 02		UNREALIZED GAIN/LOSS	0	.00		0	.00		0	.00
40 *		GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	4,166	13,020.47	313	16,664	57,469.97	345	50,000	7,469.97-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	10,432	9,350.00	90	41,728	53,275.07	128	125,186	71,910.93
362 **	RENT AND ROYALTIES	10,432	9,350.00	90	41,728	53,275.07	128	125,186	71,910.93
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	6,849.55		0	6,849.55-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	6,849.55		0	6,849.55-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,041	10,417.00	65	64,164	101,668.00	159	192,500	90,832.00
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	16,041	10,417.00	65	64,164	101,668.00	159	192,500	90,832.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,844	.00		51,376	.00		154,135	154,135.00
22 00	FIRE STATE CONTRIBUTION	10,895	.00		43,580	.00		130,749	130,749.00
368 **	PENSION CONTRIBUTIONS	23,739	.00		94,956	.00		284,884	284,884.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	13,527.54	216	25,000	22,105.56	88	75,000	52,894.44
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	6,047	1,740.00	29	24,188	8,370.00	35	72,568	64,198.00
90 03	CODE ENF ABATE/DEMO REV	6,250	25,666.50	411	25,000	36,276.70	145	75,000	38,723.30

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 04	MISC. POLICE REVENUES	0	32.00		0	256.08		0	256.08-
90 05	INVESTIGATIVE COSTS REIM	4,775	6,534.48	137	19,100	15,301.98	80	57,300	41,998.02
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	416	.00		1,664	150.00	9	5,000	4,850.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	625	1,200.00	192	2,500	1,700.00	68	7,500	5,800.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,363	48,700.52	200	97,452	84,160.32	86	292,368	208,207.68
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	51,992.50		0	51,992.50-
369 **	OTHER MISC REVENUES	24,363	48,700.52	200	97,452	136,152.82	140	292,368	156,215.18
360 ***	MISCELLANEOUS REVENUES	78,741	81,487.99	104	314,964	355,415.41	113	944,938	589,522.59
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	4,401	.00		17,604	26,662.78	152	52,820	26,157.22
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	311	.00		311	.00		2,800	2,800.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	4,712	.00		17,915	26,662.78	149	55,620	28,957.22
381 **	INTERFUND TRANSFER	4,712	.00		17,915	26,662.78	149	55,620	28,957.22
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	590,999	590,999.00	100	2,363,996	2,363,996.00	100	7,091,990	4,727,994.00
40 01	6% CONTRIBUTION	107,675	107,676.00	100	430,700	430,704.00	100	1,292,109	861,405.00
40 *	CONTRIBUTIONS WATER REV.	698,674	698,675.00	100	2,794,696	2,794,700.00	100	8,384,099	5,589,399.00
382 **	CONTRIBUTIONS ENTERPRISE	698,674	698,675.00	100	2,794,696	2,794,700.00	100	8,384,099	5,589,399.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385 **	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	16,292	.00		65,168	.00		195,509	195,509.00
90 20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90 *	NON OPERATING SOURCES	16,292	.00		65,168	.00		195,509	195,509.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	748,721	.00		2,934,308	.00		8,924,069	8,924,069.00
99 *	BALANCE FORWARD	748,721	.00		2,934,308	.00		8,924,069	8,924,069.00
389 **	NON OPERATING SOURCES	765,013	.00		2,999,476	.00		9,119,578	9,119,578.00
380 ***	OTHER SOURCES(NON-REV)	1,468,399	698,675.00	48	5,812,087	2,821,362.78	49	17,559,297	14,737,934.22
FUND TOTAL	GENERAL FUND	3,667,325	2,499,612.27	68	14,594,107	14,255,566.43	98	43,933,166	29,677,599.57

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	ERROR	2628	2550.00	97	10512	9851.84	94	.00	31542	21690.16	31
11 **	ERROR	2628	2550.00	97	10512	9851.84	94	.00	31542	21690.16	31
12-00	REGULAR SALARIES & WAGES	1005431	1042215.33	104	4030058	3519890.83	87	.00	12073630	8553739.17	29
12-06	SALARIES/CONTRACTUAL	1929	1095.00	57	7716	24415.00	316	.00	23150	1265.00-	106
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	336	18302.30	5447	1344	71223.55	5299	.00	4039	67184.55-	1763
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1007696	1061612.63	105	4039118	3615529.38	90	.00	12100819	8485289.62	30
13-00	OTHER SALARIES & WAGES	79086	74673.90	94	316344	256993.81	81	.00	949081	692087.19	27
13 **	OTHER SALARIES & WAGES	79086	74673.90	94	316344	256993.81	81	.00	949081	692087.19	27
14-00	OVERTIME	31836	32083.82	101	125744	102654.05	82	.00	380530	277875.95	27
14-01	COMP TIME	833	.00	0	3332	.00	0	.00	10000	10000.00	0
14 **	OVERTIME	32669	32083.82	98	129076	102654.05	80	.00	390530	287875.95	26
15-00	SPECIAL PAY	29382	27915.73	95	117528	100409.01	85	.00	352589	252179.99	29
15 **	SPECIAL PAY	29382	27915.73	95	117528	100409.01	85	.00	352589	252179.99	29
20-00	STATE GOVT	1659	360.00	22	6636	6928.36	104	.00	19935	13006.64	35
20 **	STATE GOVT	1659	360.00	22	6636	6928.36	104	.00	19935	13006.64	35
21-00	FICA TAXES	84453	89836.80	106	337812	302424.14	90	.00	1013570	711145.86	30
21 **	FICA TAXES	84453	89836.80	106	337812	302424.14	90	.00	1013570	711145.86	30
22-00	RETIREMENT CONTRIBUTIONS	84770	60381.41	71	339080	483957.92	143	.00	1017330	533372.08	48
22-01	LICENSED POLICE/FIRE	196119	795078.70	405	784476	1296171.96	165	.00	2353438	1057266.04	55
22-02	STATE CONTRIBUTIONS	21600	.00	0	112060	.00	0	.00	284884	284884.00	0
22-03	ICMA - CITY MANAGER	1153	1285.97	112	4612	3036.86	66	.00	13837	10800.14	22

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	303642	856746.08	282	1240228	1783166.74	144	.00	3669489	1886322.26	49
23-00	LIFE/HEALTH INSURANCE	323846	248337.12	77	1295801	948308.39	73	1219.50	3886672	2937144.11	24
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	323846	248337.12	77	1295801	948308.39	73	1219.50	3886672	2937144.11	24
24-00	WORKER'S COMPENSATION	51193	45298.02	89	204772	173858.77	85	.00	614430	440571.23	28
24 **	WORKER'S COMPENSATION	51193	45298.02	89	204772	173858.77	85	.00	614430	440571.23	28
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	1664	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	1664	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	20180	18520.00	92	80720	69700.00	86	.00	242160	172460.00	29
27 **	CAFETERIA PLAN	20180	18520.00	92	80720	69700.00	86	.00	242160	172460.00	29
31-00	PROFESSIONAL SERVICES	41058	22941.40	56	161687	52925.93	33	99562.40	490192	337703.67	31
31-01	LEGAL FEES	34660	30968.93	89	138640	130946.55	95	271731.90	415921	13242.55	97
31-02	MEDICAL SERVICES	3525	2196.45	62	14100	4246.45	30	33121.98	42310	4941.57	88
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	4500	13500.00	300	.00	13500	.00	100
31-33	EMPLOYEE HEALTH CENTER	14962	14026.87	94	59848	49518.71	83	130031.29	179550	.00	100
31 **	PROFESSIONAL SERVICES	95330	70133.65	74	378775	251137.64	66	534447.57	1141473	355887.79	69
32-00	ACCOUNTING & AUDITING	3333	4000.00	120	13332	12500.00	94	27500.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	4000.00	120	13332	12500.00	94	27500.00	40000	.00	100
34-00	CONTRACT SERVICES	85985	66615.82	78	337201	357277.04	106	504043.72	1025146	163825.24	84
34-01	created by mistake	0	.00	0	0	.00	0	.00	0	.00	0
34-02	FDEP-RESILIENCY4190120	7018	.00	0	21054	.00	0	.00	77200	77200.00	0
34-03	DEO-19-THREATASSESS-P0299	157222	164751.50	105	622222	475911.14	77	.00	1880000	1404088.86	25
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	8346	7788.00	93	26692	15576.00	58	77880.00	93456	.00	100

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	258571	239155.32	93	1007169	848764.18	84	581923.72	3075802	1645114.10	47
39-00	CONTINGENCY	36478	.00	0	158118	.00	0	.00	449936	449936.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	8894	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	40925	.00	0	167012	.00	0	.00	449936	449936.00	0
40-00	TRAVEL & PER DIEM	5235	2523.56	48	20940	4928.67	24	.00	62905	57976.33	8
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	5235	2523.56	48	20940	4928.67	24	.00	62905	57976.33	8
41-00	COMMUNICATION	17725	12227.96	69	70099	54695.06	78	105385.98	211942	51860.96	76
41 **	COMMUNICATION	17725	12227.96	69	70099	54695.06	78	105385.98	211942	51860.96	76
42-00	POSTAGE & FREIGHT	36036	30703.15	85	144144	97389.79	68	296533.89	432538	38614.32	91
42 **	POSTAGE & FREIGHT	36036	30703.15	85	144144	97389.79	68	296533.89	432538	38614.32	91
43-00	ELECTRIC/WATER/SEWER	58553	51510.81	88	234212	158833.18	68	475313.71	702666	68519.11	90
43 **	ELECTRIC/WATER/SEWER	58553	51510.81	88	234212	158833.18	68	475313.71	702666	68519.11	90
44-00	RENTALS AND LEASES	13405	58821.05	439	52420	75969.05	145	33533.69	159705	50202.26	69
44 **	RENTALS AND LEASES	13405	58821.05	439	52420	75969.05	145	33533.69	159705	50202.26	69
45-00	INSURANCE	35993	101905.88	283	143972	208689.13	145	.00	431976	223286.87	48
45 **	INSURANCE	35993	101905.88	283	143972	208689.13	145	.00	431976	223286.87	48
46-00	REPAIRS & MAINTENANCE	96611	91415.46	95	382354	468080.78	122	529480.34	1155286	157724.88	86
46-02	REPAIR/MAINT BUILDING	24371	23779.59	98	91958	35616.71	39	112509.04	286926	138800.25	52
46-03	REPAIR/MAINT-VEHICLES	19329	14784.44	77	77316	48041.01	62	600.00	232015	183373.99	21

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-05	HYDRANT FEES	16894	17459.28	103	67576	69837.12	103	.00	202734	132896.88	34
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	157205	147438.77	94	619204	621575.62	100	642589.38	1876961	612796.00	67
47-00	PRINTING & BINDING	12238	9897.05	81	48919	32305.13	66	91884.28	146887	22697.59	85
47 **	PRINTING & BINDING	12238	9897.05	81	48919	32305.13	66	91884.28	146887	22697.59	85
48-00	PROMOTIONAL ACTIVITIES	3095	7582.94	245	12380	12719.00	103	323.75	37170	24127.25	35
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	3332	.00	0	.00	10000	10000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	3928	7582.94	193	15712	12719.00	81	323.75	47170	34127.25	28
49-00	OTHER CHARGES & OBLIG.	18733	8999.72	48	74638	147384.82	198	6937.00	224560	70238.18	69
49-02	ADVERTISING	68	.00	0	272	.00	0	.00	825	825.00	0
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	.00	0	5000	395.48	8	.00	15000	14604.52	3
49-07	BAD DEBT EXPENSE	12499	6266.07-	50-	49996	21621.29-	43-	.00	150000	171621.29	14-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	6664	.00	0	.00	20000	20000.00	0
49 **	OTHER CHARGES & OBLIG.	34216	2733.65	8	136570	126159.01	92	6937.00	410385	277288.99	32
52-00	OPERATING SUPPLIES	86432	182154.39	211	304522	440049.08	145	131068.62	996117	424999.30	57
52-02	UNIFORMS	1727	8352.20	484	6908	15490.78	224	989.22	20730	4250.00	80
52-05	EMS 1st RESP-CONSUM SUPP	3540	4945.13	140	14160	10132.39	72	13420.54	42481	18928.07	55
52-07	JANITORIAL SUPPLIES	2513	2508.04	100	10052	7404.32	74	1700.00	30186	21081.68	30
52-10	HEATING FUEL	205	220.67	108	820	901.15	110	1378.85	2460	180.00	93
52-11	JAG GRANT	2764	.00	0	2764	.00	0	.00	24879	24879.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-30	FUEL, OIL, & LUBRICANTS	21621	13260.09	61	86484	53946.68	62	.00	259511	205564.32	21
52-33	EMPLOYEE HEALTH CENTER	7600	5719.19	75	30400	17791.24	59	73408.76	91200	.00	100
52 **	OPERATING SUPPLIES	126402	217159.71	172	456110	545715.64	120	221965.99	1467564	699882.37	52
53-00	ROAD MATERIALS/SUPPLIES	1250	1534.00	123	5000	3599.00	72	2736.00	15000	8665.00	42
53 **	ROAD MATERIALS/SUPPLIES	1250	1534.00	123	5000	3599.00	72	2736.00	15000	8665.00	42
54-00	MEMBERSHIP/PUBLICATIONS	5436	4484.00	83	21744	42598.79	196	.00	65343	22744.21	65
54 **	MEMBERSHIP/PUBLICATIONS	5436	4484.00	83	21744	42598.79	196	.00	65343	22744.21	65
55-00	TRAINING	9211	5739.45	62	36844	21711.22	59	.00	110640	88928.78	20
55-01	EDA PROGRAM	833	.00	0	3332	504.77	15	.00	10000	9495.23	5
55 **	TRAINING	10044	5739.45	57	40176	22215.99	55	.00	120640	98424.01	18
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	25.30	0	.00	0	25.30-	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	25.30	0	.00	0	25.30-	0
63-00	INFRASTRUCTURE	80025	145662.00	182	282507	522051.19	185	78052.81	922700	322596.00	65
63 **	INFRASTRUCTURE	80025	145662.00	182	282507	522051.19	185	78052.81	922700	322596.00	65
64-00	MACHINERY AND EQUIPMENT	56389	.00	0	238372	6395.00	3	520736.96	689531	162399.04	76
64-01	JAG GRANT	691-	.00	0	5528	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-15	IT HARDWARE	7256	36514.22	503	37041	36514.22	99	25199.20	95134	33420.58	65
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	62954	36514.22	58	280941	42909.22	15	545936.16	784665	195819.62	75
68-10	SFTWR & OTHER INTANGIBLES	1024	.00	0	9115	15000.00	165	.00	17320	2320.00	87
68 **	INTANGIBLE ASSETS	1024	.00	0	9115	15000.00	165	.00	17320	2320.00	87
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
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	83415	.00	0	333660	1000986.00	300	.00	1000984	2.00-	100
81 **	AIDS TO GOVT AGENCY	83415	.00	0	333660	1000986.00	300	.00	1000984	2.00-	100
82-01	ECON DEV INCENTIVE CONTR	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	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	7972	.00	0	31888	.00	0	.00	95673	95673.00	0
83 **	OTHER GRANTS AND AIDS	7972	.00	0	31888	.00	0	.00	95673	95673.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
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

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-23	TO STORMWATER 423	19405	.00	0	77620	.00	0	.00	232864	232864.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	293750	.00	0	1175000	.00	0	.00	3525000	3525000.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	143270	.00	0	573080	.00	0	.00	1719250	1719250.00	0
91-33	CP 303 FISKE BV CMPLT STR	125000	.00	0	500000	.00	0	.00	1500000	1500000.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	581425	.00	0	2325700	.00	0	.00	6977114	6977114.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3669490	3607661.27	98	14619532	12070591.08	83	3646283.43	43933166	28216291.49	36
GRAND	TOTAL *********										
		3669490	3607661.27	98	14619532	12070591.08	83	3646283.43	43933166	28216291.49	36

FY 2019 Budget by Classification Report - Summary Listing

Through 1/31/19

Target for January is 33%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,075,989		$ 813,650	$ 1,262,339	39%
CHARGES FOR SERVICES	$ 57,603,822		$ 20,524,062	$ 37,079,760	36%
MISCELLANEOUS	$ 225,039		$ 431,401	$ (206,362)	192%
OTHER SOURCES (NON-REVENUE)	$ 8,402,676		$ 651,620	$ 7,751,056	8%
REVENUE TOTALS	**$ 68,307,526**	-	**$ 22,420,733**	**$ 45,886,793**	**33%**
EXPENSE					
SALARIES AND BENEFITS	$ 14,971,107	$ -	$ 4,465,587	$ 10,505,520	30%
OPERATING EXPENDITURES	$ 25,627,898	$ 8,483,999	$ 5,980,603	$ 11,163,296	56%
CAPITAL OUTLAY	$ 8,128,693	$ 6,156,206	$ (710,328)	$ 2,682,815	67%
GRANTS, AIDS AND OTHER	$ 19,579,828	$ -	$ 9,892,377	$ 9,687,451	51%
EXPENSE TOTALS	**$ 68,307,526**	**$ 14,640,205**	**$ 19,628,239**	**$ 34,039,082**	50%
REVENUE TOTALS	**$ 68,307,526**	**$ -**	**$ 22,420,733**	**$ 45,886,793**	**33%**
EXPENSE TOTALS	**$ 68,307,526**	**$ 14,640,205**	**$ 19,628,239**	**$ 34,039,082**	**50%**
	$ -	**$ (14,640,205)**	**$ 2,792,494**	**$ 11,847,711**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	79,910	97,700.00	122	319,640	574,950.00	180	958,928	383,978.00
03 11	WATER - COMMERCIAL	83,172	7,875.00	10	332,688	181,825.00	55	998,067	816,242.00
03 20	SEWER - RESIDENTIAL	892	5,000.00	561	3,568	53,750.00	1506	10,710	43,040.00-
03 21	SEWER - COMMERCIAL	9,023	.00		36,092	3,125.00	9	108,284	105,159.00
03 *	IMPACT FEES	172,997	110,575.00	64	691,988	813,650.00	118	2,075,989	1,262,339.00
324 **	IMPACT FEES	172,997	110,575.00	64	691,988	813,650.00	118	2,075,989	1,262,339.00
320 ***	OTHER PERMITS & FEES	172,997	110,575.00	64	691,988	813,650.00	118	2,075,989	1,262,339.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	4,061,080	4,099,276.21	101	16,244,320	17,125,123.28	105	48,732,963	31,607,839.72
33 00	WATER CONNECTION FEE	20,000	37,450.00	187	80,000	210,831.97	264	240,000	29,168.03
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	37,450.00	187	80,000	210,831.97	264	240,000	29,168.03
36 00	WATER HYDRANT FEES	226,051	274,972.46	122	904,204	1,095,720.63	121	2,712,623	1,616,902.37
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	500.00	376	532	2,700.00	508	1,600	1,100.00-
39 07	BACKFLOW DEVICE TEST	12,083	15,705.50	130	48,332	62,952.61	130	145,000	82,047.39
39 08	JUMPER METERS	58	50.00-	86	232	200.00	86	700	500.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	3,000.00	300	4,000	17,100.00	428	12,000	5,100.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	5.42	13	164	221.68	135	500	278.32
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	19,160.92	144	53,260	83,174.29	156	159,800	76,625.71
51 00	SEWER SALES	449,347	470,587.39	105	1,797,388	1,871,453.72	104	5,392,166	3,520,712.28
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	449,347	470,587.39	105	1,797,388	1,871,453.72	104	5,392,166	3,520,712.28
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	683.88	133	2,064	2,835.32	137	6,200	3,364.68
60 00	REUSE WATER	29,422	32,702.94	111	117,688	123,376.60	105	353,070	229,693.40
60 01	REUSE WATER INSTALLATION	583	188.20	32	2,332	11,546.34	495	7,000	4,546.34-
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	30,005	32,891.14	110	120,020	134,922.94	112	360,070	225,147.06
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,800,314	4,935,022.00	103	19,201,256	20,524,062.15	107	57,603,822	37,079,759.85
340 ***	CHARGES FOR SERVICES	4,800,314	4,935,022.00	103	19,201,256	20,524,062.15	107	57,603,822	37,079,759.85
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	13,228	4,080.21	31	52,912	62,942.08	119	158,739	95,796.92
10 10	SBA	0	.00		0	.23		0	.23-
10 *	INTEREST	13,228	4,080.21	31	52,912	62,942.31	119	158,739	95,796.69
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	21,036.31		0	21,036.31-
40 00	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/LOSS	0	.00		0	.00		0	.00
40 *	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
361	**	INTEREST & OTHER EARNINGS	13,228	4,080.21	31	52,912	83,978.62	159	158,739	74,760.38
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		432	1,300.00	301	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		432	1,300.00	301	1,300	.00
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	1,250	.00		5,000	25,849.35	517	15,000	10,849.35-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	1,250	.00		5,000	25,849.35	517	15,000	10,849.35-
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	833	3,216.00	386	3,332	3,989.80	120	10,000	6,010.20
365	**	SALES OF SURPLUS SCRAP	833	3,216.00	386	3,332	3,989.80	120	10,000	6,010.20
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	3,333	5,051.05	152	13,332	305,987.46	2295	40,000	265,987.46-
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	3,333	5,051.05	152	13,332	305,987.46	2295	40,000	265,987.46-
96	00	INSURANCE REFUND/PROCEEDS	0	2,487.50		0	10,295.50		0	10,295.50-
369	**	OTHER MISC REVENUES	3,333	7,538.55	226	13,332	316,282.96	2372	40,000	276,282.96-
360	***	MISCELLANEOUS REVENUES	18,752	14,834.76	79	75,008	431,400.73 ✓	575	225,039 ✓	206,361.73-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
45	03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	10	TRF FROM COCOA CRA (110)	0	.00		0	.00		0	.00
91	23	STORMWATER (423)	0	.00		0	.00		0	.00
91	25	RESTRICTED ASSETS (425)	0	.00		0	350,057.34		0	350,057.34-
91	26	WS CPTL PROJ 2018B (426)	318,988	.00		318,988	.00		2,870,896	2,870,896.00
91	30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	318,988	.00		318,988	350,057.34	110	2,870,896	2,520,838.66

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
381 **	INTERFUND TRANSFER	318,988	.00		318,988	350,057.34	110	2,870,896	2,520,838.66
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	5,800.00		0	65,975.00		0	65,975.00-
82 00	CONTRIBUTION S MAINLAND	0	9,767.76		0	52,834.79		0	52,834.79-
83 00	CONTRIBUTION VIERA	0	22,903.33		0	182,752.78		0	182,752.78-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	22,903.33		0	182,752.78		0	182,752.78-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	284,263	.00		3,257,658	.00		5,531,780	5,531,780.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	284,263	.00		3,257,658	.00		5,531,780	5,531,780.00
389 **	NON OPERATING SOURCES	284,263	38,471.09	14	3,257,658	301,562.57	9	5,531,780	5,230,217.43
380 ***	OTHER SOURCES(NON-REV)	603,251	38,471.09	6	3,576,646	651,619.91 ✓	18	8,402,676 ✓	7,751,056.09
FUND TOTAL	WATER/SEWER ENTERPRISE	5,595,314	5,098,902.85	91	23,544,898	22,420,732.79 ✓	95	68,307,526 ✓	45,886,793.21 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	730972	743086.48	102	2923888	2539840.55	87	.00	8771707	6231866.45	29
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	5876.54	0	0	7087.48	0	.00	0	7087.48-	0
12 **	REGULAR SALARIES & WAGES	730972	748963.02	103	2923888	2546928.03	87	.00	8771707	6224778.97	29
13-00	OTHER SALARIES & WAGES	46050	44482.05	97	184200	146265.25	79	.00	552632	406366.75	27
13 **	OTHER SALARIES & WAGES	46050	44482.05	97	184200	146265.25	79	.00	552632	406366.75	27
14-00	OVERTIME	40229	59464.05	148	160916	180725.17	112	.00	482784	302058.83	37
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	40229	59464.05	148	160916	180725.17	112	.00	482784	302058.83	37
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1392	340.00	24	5568	16875.00	303	.00	16725	150.00-	101
20 **	CLOTHING/SHOE ALLOWANCE	1392	340.00	24	5568	16875.00	303	.00	16725	150.00-	101
21-00	FICA TAXES	60337	63140.03	105	241348	212677.25	88	.00	724098	511420.75	29
21 **	FICA TAXES	60337	63140.03	105	241348	212677.25	88	.00	724098	511420.75	29
22-00	RETIREMENT CONTRIBUTIONS	78992	76373.37	97	315968	527169.14	167	.00	947929	420759.86	56
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	78992	76373.37	97	315968	527169.14	167	.00	947929	420759.86	56
23-00	LIFE/HEALTH INSURANCE	215001	161053.88	75	860004	601278.32	70	.00	2580051	1978772.68	23
23-02	LIFE/HEALTH RETIREES	19783	8494.54	43	79132	47630.31	60	.00	237406	189775.69	20
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	234784	169548.42	72	939136	648908.63	69	.00	2817457	2168548.37	23
24-00	WORKER'S COMPENSATION	41496	37166.31	90	165984	145488.57	88	.00	497975	352486.43	29

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	41496	37166.31	90	165984	145488.57	88	.00	497975	352486.43	29
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	1664	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	1664	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	12900	10650.00	83	51600	40550.00	79	.00	154800	114250.00	26
27 **	CAFETERIA PLAN	12900	10650.00	83	51600	40550.00	79	.00	154800	114250.00	26
31-00	PROFESSIONAL SERVICES	38994	11842.19	30	149749	27161.61	18	180434.14	461724	254128.25	45
31-01	LEGAL EXPENSES	6666	37.00	1	26664	1776.00	7	23224.00	80000	55000.00	31
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	45125	7499.50	17	150371	9623.57	6	455765.43	511389	46000.00	91
31-33	EMPLOYEE HEALTH CENTER	10762	10089.53	94	43048	35618.78	83	93531.22	129150	.00	100
31 **	PROFESSIONAL SERVICES	101547	29468.22	29	369832	74179.96	20	752954.79	1182263	355128.25	70
32-00	ACCOUNTING & AUDITING	3333	4000.00	120	13332	12500.00	94	27500.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	4000.00	120	13332	12500.00	94	27500.00	40000	.00	100
34-00	CONTRACT SERVICES	113433	5190.41	5	452766	36868.51	8	189275.94	1360275	1134130.55	17
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	475140	475141.00	100	1900560	1900564.00	100	.00	5701690	3801126.00	33
34 **	CONTRACT SERVICES	588573	480331.41	82	2353326	1937432.51	82	189275.94	7061965	4935256.55	30
39-00	CONTINGENCY	101384	.00	0	463105	.00	0	.00	1274194	1274194.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	101384	.00	0	463105	.00	0	.00	1274194	1274194.00	0
40-00	TRAVEL AND PER DIEM	2583	.00	0	10332	1302.40	13	.00	31041	29738.60	4
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2583	.00	0	10332	1302.40	13	.00	31041	29738.60	4
41-00	COMMUNICATION	9979	9221.35	92	39916	35555.01	89	79563.76	119773	4654.23	96
41 **	COMMUNICATION	9979	9221.35	92	39916	35555.01	89	79563.76	119773	4654.23	96
42-00	FREIGHT & POSTAGE SERVICE	3163	5623.70	178	12607	8346.80	66	12382.43	37949	17219.77	55
42 **	FREIGHT & POSTAGE SERVICE	3163	5623.70	178	12607	8346.80	66	12382.43	37949	17219.77	55
43-00	ELECTRIC/WATER/SEWER	188983	138412.06	73	755932	430344.14	57	1798808.72	2267816	38663.14	98
43 **	ELECTRIC/WATER/SEWER	188983	138412.06	73	755932	430344.14	57	1798808.72	2267816	38663.14	98
44-00	RENTAL AND LEASES	2744	1724.76	63	10976	5511.00	50	3200.00	32950	24239.00	26
44 **	RENTAL AND LEASES	2744	1724.76	63	10976	5511.00	50	3200.00	32950	24239.00	26
45-00	INSURANCE	35632	102969.98	289	142528	215661.52	151	.00	427618	211956.48	50
45 **	INSURANCE	35632	102969.98	289	142528	215661.52	151	.00	427618	211956.48	50
46-00	REPAIRS & MAINTENANCE	594501	565557.69	95	2304839	1844718.90	80	2365375.08	7060887	2850793.02	60
46-02	REPAIR/MAINT BUILDING	35518	8230.40	23	142072	36147.74	25	2600.00	426233	387485.26	9
46-03	REPAIR/MAINT-VEHICLES	15803	14963.97	95	63212	41306.77	65	13023.00	189681	135351.23	29
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	645822	588752.06	91	2510123	1922173.41	77	2380998.08	7676801	3373629.51	56
47-00	PRINTING & BINDING	605	283.50	47	2406	308.00	13	3097.58	7280	3874.42	47
47 **	PRINTING & BINDING	605	283.50	47	2406	308.00	13	3097.58	7280	3874.42	47
48-00	PROMOTIONAL ACTIVITIES	1666	1000.00	60	6664	2450.00	37	.00	20000	17550.00	12
48 **	PROMOTIONAL ACTIVITIES	1666	1000.00	60	6664	2450.00	37	.00	20000	17550.00	12
49-00	OTHER CHARGES & OBLIG.	3309	1296.63	39	13236	9551.35	72	2250.00	39755	27953.65	30
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	2715.86-	19-	58332	24989.14-	43-	.00	175000	199989.14	14-
49-08	CASH OVER & UNDER	25	69.30	277	100	129.01	129	.00	300	170.99	43
49-09	DOCUMENT RECORDING CHGS	250	1440.00-	576-	1000	1736.50-	174-	.00	3000	4736.50	58-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	18167	2789.93-	15-	72668	17045.28-	24-	2250.00	218055	232850.28	7-
52-00	OPERATING SUPPLIES	62574	37038.42	59	233148	348734.99	150	117665.26	733758	267357.75	64
52-07	JANITORIAL SUPPLIES	852	291.75	34	3408	1575.36	46	.00	10240	8664.64	15
52-09	CHEMICALS	323863	249915.59	77	1295452	849628.50	66	2951366.36	3886360	85365.14	98
52-30	FUEL OIL & LUBRICANTS	26611	30063.53	113	106444	80863.68	76	57805.73	319370	180700.59	43
52-33	EMPLOYEE HEALTH CENTER	5466	4113.79	75	21864	12757.85	58	52842.15	65600	.00	100
52 **	OPERATING SUPPLIES	419366	321423.08	77	1660316	1293560.38	78	3179679.50	5015328	542088.12	89
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	14992	.00	0	38280.56	45000	6719.44	85
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	14992	.00	0	38280.56	45000	6719.44	85
54-00	MEMBERSHIP/PUBLICATIONS	3083	360.00	12	12332	31051.00	252	.00	37026	5975.00	84
54 **	MEMBERSHIP/PUBLICATIONS	3083	360.00	12	12332	31051.00	252	.00	37026	5975.00	84
55-00	TRAINING	10502	2256.98	22	41278	27272.26	66	16008.00	125339	82058.74	35
55-01	EDA PROGRAM	625	.00	0	2500	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11127	2256.98	20	43778	27272.26	62	16008.00	132839	89558.74	33
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	5416	.00	0	21664	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	21664	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	475681	60949.21	13	3122811	801246.12-	26-	5643838.37	6928285	2085692.75	70
63 **	INFRASTRUCTURE	475681	60949.21	13	3122811	801246.12-	26-	5643838.37	6928285	2085692.75	70
64-00	MACHINERY & EQUIPMENT	69713	71219.56	102	287033	86887.56	30	481281.52	844773	276603.92	67

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-15	IT HARDWARE	328-	.00	0	8111	.00	0	.00	5517	5517.00	0
64 **	MACHINERY & EQUIPMENT	69385	71219.56	103	295144	86887.56	29	481281.52	850290	282120.92	67
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	24026	.00	0	92911	4030.94	4	31086.37	285118	250000.69	12
68 **	INTANGIBLE ASSETS	24026	.00	0	92911	4030.94	4	31086.37	285118	250000.69	12
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	463083.25	0	.00	0	463083.25-	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	463083.25	0	.00	0	463083.25-	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	332	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	332	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	590999	590999.00	100	2363996	2363996.00	100	.00	7091990	4727994.00	33
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	932894	180400.00	19	3731576	6634594.08	178	.00	11194729	4560134.92	59
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1523893	771399.00	51	6095572	8998590.08	148	.00	18286719	9288128.92	49
95-01	6% ILO FRANCHISE FEE	107675	107676.00	100	430700	430704.00	100	.00	1292109	861405.00	33
95 **	NONOPERATING	107675	107676.00	100	430700	430704.00	100	.00	1292109	861405.00	33

FUND 421 TOTAL *********

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
	WATER/SEWER ENTERPRISE	5595232	3904408.19	70	23544571	19628239.86	83	14640205.62	68307526	34039080.52	50
GRAND	TOTAL *********	5595232	3904408.19	70	23544571	19628239.86	83	14640205.62	68307526	34039080.52	50

FY 2019 Budget by Classification Report - Summary Listing

Through 1/31/19

Target for January is 33%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,479,710		$ 586,618	$ 893,092	40%
MISCELLANEOUS	$ 23,856		$ 1,382	$ 22,474	6%
OTHER SOURCES (NON-REVENUE)	$ 323,784		$ -	$ 323,784	0%
REVENUE TOTALS	**$ 1,827,350**	**$ -**	**$ 588,001**	**$ 1,239,349**	**32%**
EXPENSE					
SALARIES AND BENEFITS	$ 707,460	$ -	$ 200,614	$ 506,846	28%
OPERATING EXPENDITURES	$ 492,929	$ 55,279	$ 77,964	$ 359,686	27%
CAPITAL OUTLAY	$ 626,961	$ 6,961	$ -	$ 620,000	1%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,827,350**	**$ 62,240**	**$ 278,578**	**$ 1,486,532**	**19%**
REVENUE TOTALS	**$ 1,827,350**	**$ -**	**$ 588,001**	**$ 1,239,349**	**32%**
EXPENSE TOTALS	**$ 1,827,350**	**$ 62,240**	**$ 278,578**	**$ 1,486,532**	**19%**
	$ -	**$ (62,240)**	**$ 309,423**	**$ (247,183)**	

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
39	10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50	01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
30	00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	02	CHURCH STREET BAFFLE BOX	1,738	.00		6,952	.00		20,856	20,856.00
338	**	SHARED REVENUE LOCAL UNIT	1,738	.00		6,952	.00		20,856	20,856.00
330	***	INTERGOVERNMENTAL REVENUE	1,738	.00		6,952	.00		20,856	20,856.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
39	05	NSF CHECKS	0	.00		0	.00		0	.00
91	00	STORMWATER FEES	123,309	127,858.56	104	493,236	586,618.37	119	1,479,710	893,091.63
91	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91	*	STORMWATER FEES	123,309	127,858.56	104	493,236	586,618.37	119	1,479,710	893,091.63
343	**	PHYSICAL ENVIRONMENT	123,309	127,858.56	104	493,236	586,618.37	119	1,479,710	893,091.63
340	***	CHARGES FOR SERVICES	123,309	127,858.56	104	493,236	586,618.37	119	1,479,710	893,091.63
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	250	276.39	111	1,000	1,186.86	119	3,000	1,813.14
10	10	SBA	0	.00		0	.00		0	.00
10	*	INTEREST	250	276.39	111	1,000	1,186.86	119	3,000	1,813.14
20	00	DIVIDENDS	0	8.48		0	24.07		0	24.07-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	171.56		0	171.56-
40	00	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
40	02	UNREALIZED GAIN/LOSS	0	.00		0	.00		0	.00
40	*	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	250	284.87	114	1,000	1,382.49	138	3,000	1,617.51

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	284.87	114	1,000	1,382.49	138	3,000	1,617.51
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	19,405	.00		77,620	.00		232,864	232,864.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	19,405	.00		77,620	.00		232,864	232,864.00
381 **	INTERFUND TRANSFER	19,405	.00		77,620	.00		232,864	232,864.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	10,433	.00		7,461	.00		90,920	90,920.00
99 *	BALANCE FORWARD	10,433	.00		7,461	.00		90,920	90,920.00
389 **	NON OPERATING SOURCES	10,433	.00		7,461	.00		90,920	90,920.00
380 ***	OTHER SOURCES(NON-REV)	29,838	.00		85,081	.00		323,784	323,784.00
FUND TOTAL	STORMWATER UTILITY	155,135	128,143.43	83	586,269	588,000.86	100	1,827,350	1,239,349.14

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	33154	40242.36	121	132616	117332.18	89	.00	397853	280520.82	30
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	33154	40242.36	121	132616	117332.18	89	.00	397853	280520.82	30
13-00	OTHER SALARIES & WAGES	3674	4192.75	114	14696	14255.37	97	.00	44089	29833.63	32
13 **	OTHER SALARIES & WAGES	3674	4192.75	114	14696	14255.37	97	.00	44089	29833.63	32
14-00	OVERTIME	416	92.57	22	1664	1917.49	115	.00	5000	3082.51	38
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	416	92.57	22	1664	1917.49	115	.00	5000	3082.51	38
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	180	360.00	200	.00	550	190.00	66
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	180	360.00	200	.00	550	190.00	66
21-00	FICA TAXES	2635	3284.35	125	10540	9808.87	93	.00	31629	21820.13	31
21 **	FICA TAXES	2635	3284.35	125	10540	9808.87	93	.00	31629	21820.13	31
22-00	RETIREMENT CONTRIBUTIONS	3483	4106.51	118	13932	12475.12	90	.00	41798	29322.88	30
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3483	4106.51	118	13932	12475.12	90	.00	41798	29322.88	30
23-00	LIFE/HEALTH INSURANCE	10071	7389.34	73	40284	25824.11	64	.00	120858	95033.89	21
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	10071	7389.34	73	40284	25824.11	64	.00	120858	95033.89	21
24-00	WORKER'S COMPENSATION	4833	4567.94	95	19332	16291.23	84	.00	58003	41711.77	28
24 **	WORKER'S COMPENSATION	4833	4567.94	95	19332	16291.23	84	.00	58003	41711.77	28

FUND 423 STORMWATER UTILITY ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	640	680.00	106	2560	2350.00	92	.00	7680	5330.00	31
27 **	CAFETERIA PLAN	640	680.00	106	2560	2350.00	92	.00	7680	5330.00	31
31-00	PROFESSIONAL SERVICES	20387	4925.00	24	48338	9299.00	19	15435.00	211441	186707.00	12
31-01	LEGAL EXPENSES	41	.00	0	164	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	525	492.17	94	2100	1737.53	83	4562.47	6300	.00	100
31 **	PROFESSIONAL SERVICES	20953	5417.17	26	50602	11036.53	22	19997.47	218241	187207.00	14
34-00	CONTRACT SERVICES	600	.00	0	2400	.00	0	5000.00	7200	2200.00	69
34-10	COST OF GENERAL FUND SVCS	7861	7862.00	100	31444	31448.00	100	.00	94343	62895.00	33
34 **	CONTRACT SERVICES	8461	7862.00	93	33844	31448.00	93	5000.00	101543	65095.00	36
39-00	CONTINGENCY	555	.00	0	2220	.00	0	.00	6666	6666.00	0
39 **	CONTINGENCY	555	.00	0	2220	.00	0	.00	6666	6666.00	0
40-00	TRAVEL & PER DIEM	400	.00	0	1600	428.00	27	.00	4800	4372.00	9
40 **	TRAVEL & PER DIEM	400	.00	0	1600	428.00	27	.00	4800	4372.00	9
41-00	COMMUNICATION	102	81.75	80	408	250.70	61	973.30	1224	.00	100
41 **	COMMUNICATION	102	81.75	80	408	250.70	61	973.30	1224	.00	100
42-00	POSTAGE & FREIGHT	62	.00	0	248	85.00	34	.00	750	665.00	11
42 **	POSTAGE & FREIGHT	62	.00	0	248	85.00	34	.00	750	665.00	11
43-00	ELECTRIC/WATER/SEWER	1416	1012.37	72	5664	3297.35	58	13706.99	17000	4.34-	100
43 **	ELECTRIC/WATER/SEWER	1416	1012.37	72	5664	3297.35	58	13706.99	17000	4.34-	100
44-00	RENTALS AND LEASES	416	.00	0	1664	.00	0	.00	5000	5000.00	0
44 **	RENTALS AND LEASES	416	.00	0	1664	.00	0	.00	5000	5000.00	0
45-00	INSURANCE	412	2117.89	514	1648	4216.85	256	.00	4954	737.15	85
45 **	INSURANCE	412	2117.89	514	1648	4216.85	256	.00	4954	737.15	85

FUND 423 STORMWATER UTILITY ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3125	1826.93	59	12500	3568.55	29	5135.00	37500	28796.45	23
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3025	1328.12	44	11672	13822.67	118	.00	35873	22050.33	39
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6150	3155.05	51	24172	17391.22	72	5135.00	73373	50846.78	31
47-00	PRINTING & BINDING	83	336.11	405	332	571.21	172	.00	1000	428.79	57
47 **	PRINTING & BINDING	83	336.11	405	332	571.21	172	.00	1000	428.79	57
49-00	OTHER CHARGES & OBLIG.	208	.00	0	832	.00	0	.00	2500	2500.00	0
49-07	BAD DEBT EXPENSE	833	55.03-	7-	3332	1210.11-	36-	.00	10000	11210.11	12-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	1041	55.03-	5-	4164	1210.11-	29-	.00	12500	13710.11	10-
52-00	OPERATING SUPPLIES	1178	166.52	14	4712	3701.76	79	7879.16	14144	2563.08	82
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1911	1446.21	76	7644	5255.77	69	.00	22934	17678.23	23
52-33	EMPLOYEE HEALTH CENTER	266	200.70	76	1064	612.95	58	2587.05	3200	.00	100
52 **	OPERATING SUPPLIES	3355	1813.43	54	13420	9570.48	71	10466.21	40278	20241.31	50
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	91	.00	0	364	650.00	179	.00	1100	450.00	59
54 **	MEMBERSHIP/PUBLICATIONS	91	.00	0	364	650.00	179	.00	1100	450.00	59
55-00	TRAINING	375	219.00	58	1500	229.00	15	.00	4500	4271.00	5
55 **	TRAINING	375	219.00	58	1500	229.00	15	.00	4500	4271.00	5
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	52299	.00	0	208563	.00	0	6960.94	626961	620000.06	1
63 **	INFRASTRUCTURE	52299	.00	0	208563	.00	0	6960.94	626961	620000.06	1
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	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
91-01	TRANSFER TO GEN FUND 001	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	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	155122	86515.56	56	586217	278578.60	48	62239.91	1827350	1486531.49	19
GRAND	TOTAL *********										
		155122	86515.56	56	586217	278578.60	48	62239.91	1827350	1486531.49	19

FY 2019 Budget by Classification Report - Summary Listing

Through 1/31/19

Target for January is 33%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 17,400	$ (17,400)	100%
OTHER SOURCES (NON-REVENUE)	$ 27,227,500		$ 41,472,377	$ (14,244,877)	152%
REVENUE TOTALS	**$ 27,227,500**	**$ -**	**$ 41,489,777**	**$ (14,262,277)**	**152%**
EXPENSE					
CAPITAL OUTLAY	$ 27,227,500	$ 1,457,051	$ 946,005	$ 24,824,445	9%
EXPENSE TOTALS	**$ 27,227,500**	**$ 1,457,051**	**$ 946,005**	**$ 24,824,445**	**9%**
REVENUE TOTALS	**$ 27,227,500**	**$ -**	**$ 41,489,777**	**$ (14,262,277)**	**152%**
EXPENSE TOTALS	**$ 27,227,500**	**$ 1,457,051**	**$ 946,005**	**$ 24,824,445**	**9%**
	$ -	**$ (1,457,051)**	**$ 40,543,773**	**$ (39,086,722)**	

CITY OF COCOA, FLORIDA

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	12,472.14		0	17,400.21		0	17,400.21-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/LOSS	0	.00		0	.00		0	.00
40 *	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	12,472.14		0	17,400.21		0	17,400.21-
360 ***	MISCELLANEOUS REVENUES	0	12,472.14		0	17,400.21	✓	0	17,400.21-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	41,472,377.00		0	41,472,377.00-
91 *	TRANSFER FROM	0	.00		0	41,472,377.00		0	41,472,377.00-
381 **	INTERFUND TRANSFER	0	.00		0	41,472,377.00		0	41,472,377.00-
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,475,228	.00		7,425,684	.00		27,227,500	27,227,500.00
99 *	BALANCE FORWARD	2,475,228	.00		7,425,684	.00		27,227,500	27,227,500.00
389 **	NON OPERATING SOURCES	2,475,228	.00		7,425,684	.00		27,227,500	27,227,500.00
380 ***	OTHER SOURCES(NON-REV)	2,475,228	.00		7,425,684	41,472,377.00	559	27,227,500	14,244,877.00-
FUND TOTAL	WS CPTL PROJ 2018B	2,475,228	12,472.14	1	7,425,684	41,489,777.21 ✓	559	27,227,500 ✓	14,262,277.21-

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2156239	.00	0	7106695	946004.56	13	1457050.70	24356604	21953548.74	10
63 **	INFRASTRUCTURE	2156239	.00	0	7106695	946004.56	13	1457050.70	24356604	21953548.74	10
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	318988	.00	0	318988	.00	0	.00	2870896	2870896.00	0
91 **	INTERFUND TRANSFER	318988	.00	0	318988	.00	0	.00	2870896	2870896.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	2475227	.00	0	7425683	946004.56	13	1457050.70	27227500	24824444.74	9
GRAND	TOTAL *********										
		2475227	.00	0	7425683	946004.56	13	1457050.70	27227500	24824444.74	9