City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, March 13, 2018

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 18-80 Approve the Agenda for the Regular meeting of March 13, 2018, as presented or with amendments.

Attachments: 03-13-18.pdf

MINUTES:

II.2(a) 18-10 Approve the Minutes of the Regular meeting of December 12, 2017, as written or with amendments.

Attachments: 12-12-17 Minutes.pdf

EXHIBIT A: Alcalde_Fay Packet.pdf

II.2(b) 18-81 Approve the Minutes of the Regular meeting of February 13, 2018, as written or with amendments.

Attachments: 02-13-18 Minutes.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 18-70 Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020. (Utilities Director)

Attachments:
- City of Clermont Danus Agreement No. 2017-89.pdf
- Quote LS 22 .pdf
- Quote LS 30 .pdf
- Quote LS 34 with WW Coating .pdf

V.2 18-75 Approve Task Order 2018-21 with JoBear Contracting, Inc. to provide Valve Improvements; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $52,265 (10% Contingency) for a Total Project Amount of $574,914.93. (Utilities Director)

Attachments:
- TO-UT-JOBEAR CONTRACTING 2018-21 (3-13-18) $522649.93.pdf
- Resolution - Valve Improvements Project Contingency.doc
- JoBear Quote - FY18 Valve Improvements.pdf
- Maxwell Quote - FY18 Valve Improvements.pdf
- No Bid Info Valve Improvements Project - Feb 2018
- RFQ - 2015 Water Valve Improvements Program (DUE 2 16 18 @ 3 00 PM).ms

V.3 18-77 Approve a Resolution amending the FY2018 Budget to cover the increased interest expense on the Capital Improvement & Refunding Revenue Bond, Series 2010 (“the Bond”). (Finance Director)

Attachments:
- BBandT interest rate increase effective 01.01.2018
- 2010-157 (Capital Improvement and Refunding Bond) Series 2010 NOTE with E
- Resolution amending FY18 Budget for increased interest rate
- BAF-FN-Debt Interest (3-13-18)~Agenda 18-77 - FY18.pdf

V.4 18-78 Approve the Final Ranking of the short list of firms, for RFQ-18-07-COC, Consulting Services for Investment Management Services and to authorize the City Manager and City Attorney to negotiate and execute a contract with the top ranked firm. (Finance Director)

Attachments:
- RFQ Investment Management Services 2018 FINAL.pdf
- Score Sheet.pdf

V.5 18-82 Approve Task Order 2018-89 with CH2M Hill Engineers, Inc. for Replacement of Existing Hardware and Software for the Dyal WTP SCADA HMI Server. (Utilities Director)

Attachments:
- T.O. 2018-89 Proposal HMI Server
- TO (2018-89) CH2M HILL (2-26-18)-$134192.92 -- UT.pdf

V.6 18-84 Approve Task Order 2018-90 with CH2M Hill Engineers, Inc., for Final Phase-Implementation and Configuration of a Computer Maintenance Management System (CMMS). (Utilities Director)

Attachments: T.O. 2018-90 CMMS Proposal

TO (2018-90) CH2M HILL 2.26.2018 -- $215052.31 - DY.pdf

VI. PUBLIC HEARINGS:

VI.1 18-86 Ordinance No. 02-2018/2nd & Final Reading: Providing for an exception to the Light Emitting Diode (LED) Sign Standards Contained therein to allow for larger LED on-premise wall signs on properties that are contiguous or adjacent to interstate 95 and/or state Road 528. (Community Services Director)

Attachments: 02-2018 revised LED Wall Signs Attachment

Billboards2_Submit

Billboards2_Submit_Blowup1

Billboards2_Submit_Blowup2

VII. COUNCIL BUSINESS:

VII.1 18-79 Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2018. (Finance Director)

Attachments: Resolution FOM Stabilization Reserve Change March 13 2018.doc

VII.2 18-76 Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2017. (Finance Director)

VII.3 18-52 Approve changes of the date and times of the previously approved road closure for the Village Idiot 5K Run Walk through Cocoa Village. (Community Services Director)

Attachments: Final 2018 Street Closure Request

VII.4 18-54 Approve a Code Enforcement Lien Reduction request in the amount of $2,000.00, as recommended by the Code Board, for the property located at 502 Brevard Ave. (Chief of Police)

Attachments: 502 Brevard Ave.pdf

VII.5 18-55 Approve a Code Enforcement Lien Reduction request in the amount of $2,000, as recommended by the Code Board, for the property located at 1222 Amherst Ct. (Chief of Police)

Attachments: 1222 Amherst Ct..pdf

VII.6 18-56 Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa & Richard L Taylor, which conditionally provides a reduction of the Code Enforcement Liens associated with 1315 South Lakemont Dr., to $3,950.00 providing the owner agrees to and complies with the conditions set forth in the agreement. (Chief of Police)

Attachments: Lein reduction Application and Payment

Lien Reduction Agreement Taylor

VIII. CITY BUSINESS:

VIII.1 18-68 Approve Participation in a Cooperative Purchase Agreement with Flagler Construction Company, Florida to purchase a ECR88D Volvo Excavator, Trail King TK20LP Trailer, and Associated Equipment Utilizing the Florida Sheriff's Contract No. FSA17-VEH15.0 Effective October 13, 2017 through September 30, 2018; To Approve a Resolution Amending the FY2018 Budget.

Attachments: ECR88D FSA 2018 BID Revised - City Of Cocoa 1-18-2018.pdf

TK24LP Trail King FSA 2018 QUOTE - City OF Cocoa 1-2-2018.pdf

ECR88D 2018 FSA17-VEH15.0 Award_2017-10-13_FINALNEW.pdf

Trail King 2018 FSA17-VEH15.0 FSA Bid-Final 10-2017.pdf

FL Sheriff's Association FSA17-VEH15.0 Contract FINAL.pdf

Budget Resolution FY 2018.docx

BAF-UT-Excavator and Trailer (3-13-18)~ Agenda 18-068 - FY18.pdf

MULTI-YEAR CONTRACTS:

VIII.2 18-74 Approve the Second and Final Amendment to Purchase Agreement with Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc. and Maxwell Contracting, Inc. under RFQ-13-01-COC, Utilities General Construction Contractors effective February 12, 2018 through February 11, 2020. (Utilities Director)

Attachments: Atlantic Development of Cocoa

GUNNstruction, Inc.

JoBear Contracting, Inc.

Maxwell Contracting, Inc.

VIII.3 18-87 Authorize change orders to Ricoh USA (PO 71929) and Wells Fargo (PO 72057) for FY2018 on the multi-year lease agreements with Ricoh USA, Inc., and Wells Fargo for copiers and consumption expenses, and changes made to the lease holder. (Assistant City Manager)

Attachments: CITY OF COCOA - COPIER LEASE COSTS - revised 3-1-2018

Copier Leases Charges FY18.pdf

IX. INFORMATIONAL AGENDA:

IX.1 18-69 Cocoa Police Department District Event Statistics for Council Information

Attachments: November 2017 Council Report by District

December 2017 Council Report by District

IX.2 18-83 Review the Water Meter Use, Water Meter Accuracy, and Utility Billing Practices Audit, provided by Water Resource Associates, Inc. and the Management Response to this audit. (City Manager)

Attachments: 1269 CITY OF COCOA WATER BILL AUDIT-FINAL FEB2018

Management Response.pdf

WRA Audit - Attachment A.pdf

WRA Audit - Customer Service Policy Manual Attachment B.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.

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Legislation Details (With Text)

File #:	18-80	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	2/26/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of March 13, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-13-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 26, 2018
Agenda Date: March 13, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of March 13, 2018, 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, 2018, as presented or with amendments

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: March 13, 2018	**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, 2018 (18-80)
2. Minutes: (a) Regular Meeting of December 12, 2017 (18-10)
   (b) Regular Meeting of February 13, 2018 (18-81)

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.

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V. CONSENT AGENDA:

1. Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020. (18-70). (Utilities Director)

2. Approve Task Order 2018-21 with JoBear Contracting, Inc. to provide Valve Improvements; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $52,265 (10% Contingency) for a Total Project Amount of $574,914.93. (18-75). (Utilities Director)

3. Approve a Resolution amending the FY2018 Budget to cover the increased interest expense on the Capital Improvement & Refunding Revenue Bond, Series 2010 ("the Bond"). (18-77). (Finance Director)

4. Approve the Final Ranking of the short list of firms, for RFQ-18-07-COC, Consulting Services for Investment Management Services and to authorize the City Manager and City Attorney to negotiate and execute a contract with the top ranked firm. (18-78). (Finance Director)

5. Approve Task Order 2018-89 with CH2M Hill Engineers, Inc. for Replacement of Existing Hardware and Software for the Dyal WTP SCADA HMI Server. (18-82). (Utilities Director)

6. Approve Task Order 2018-90 with CH2M Hill Engineers, Inc., for Final Phase - Implementation and Configuration of a Computer Maintenance Management System (CMMS). (18-84). (Utilities Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 02-2018/2nd & Final Reading: Providing for an exception to the Light Emitting Diode (LED) Sign Standards Contained therein to allow for larger LED on-premise wall signs on properties that are contiguous or adjacent to interstate 95 and/or state Road 528. (18-86). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2018. (18-79). (Finance Director)

2. Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2017. (18-76). (Finance Director)

3. Approve changes of the date and times of the previously approved road closure for the Village Idiot 5K Run Walk through Cocoa Village. (18-52). (Community Services Director)

4. Approve a Code Enforcement Lien Reduction request in the amount of $2,000.00, as recommended by the Code Board, for the property located at 502 Brevard Ave. (18-54). (Chief of Police)

5. Approve a Code Enforcement Lien Reduction request in the amount of $2,000, as recommended by the Code Board, for the property located at 1222 Amherst Ct. (18-55). (Chief of Police)

6. Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa & Richard L Taylor, which conditionally provides a reduction of the Code Enforcement Liens associated with 1315 South Lakemont Dr., to $3,950.00 providing the owner agrees to and complies with the conditions set forth in the agreement. (18-56). (Chief of Police)

VIII. CITY BUSINESS:

1. Approve Participation in a Cooperative Purchase Agreement with Flagler Construction Company, Florida to purchase a ECR88D Volvo Excavator, Trail King TK20LP Trailer, and Associated Equipment Utilizing the Florida Sheriff's Contract No. FSA17-VEH15.0 Effective October 13, 2017 through September 30, 2018; To Approve a Resolution Amending the FY2018 Budget. (18-68). (Utilities Director)

MULTI-YEAR CONTRACTS:

2. Approve the Second and Final Amendment to Purchase Agreement with Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc. and Maxwell Contracting, Inc. under RFQ-13-01-COC, Utilities General Construction Contractors effective February 12, 2018 through February 11, 2020. (18-74). (Utilities Director)

3. Authorize change orders to Ricoh USA (PO 71929) and Wells Fargo (PO 72057) for FY2018 on the multi-year lease agreements with Ricoh USA, Inc., and Wells Fargo for copiers and consumption expenses, and changes made to the lease holder. (Assistant City Manager) (18-87)

IX. INFORMATIONAL AGENDA:

1. Cocoa Police Department District Event Statistics for November & December, 2017. (18-69). (Chief of Police)

2. Review the Water Meter Use, Water Meter Accuracy, and Utility Billing Practices Audit, provided by Water Resource Associates, Inc. and the Management Response to this audit. (18-83). (City Manager)

X. REPORTS:

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

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.

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and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per issue shall be allowed.

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Legislation Details (With Text)

File #:	18-10	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	1/9/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of December 12, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-12-17 Minutes.pdf EXHIBIT A: Alcalde_Fay Packet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 26, 2018
Agenda Date: March 13, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of December 12, 2017, 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 meeting of December 12, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

December 12, 2017

A Regular City Council meeting was held on Tuesday, December 12, 2017, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:13 p.m.

Councilman Whipple provided the invocation and Councilman Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Assistant City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Jeri Blanco	Deputy Mayor
	Don Boisvert	Councilman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk
ABSENT:	Brenda Warner	Councilwoman

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Michael Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Tony Jones, Fleet Manager/ Acting Public Works Director; Teri Butler, Finance Director; and Jason McCuen, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of December 12, 2017 (17-515)
2. Minutes: (a) Special meeting of November 14, 2017 (17-516)
   (b) Regular meeting of November 14, 2017 (17-517)

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve the Agenda for the Regular meeting of December 12, 2017, the Minutes for the Special Meeting of November 14, 2017, and the Minutes for the Regular Meeting of November 14, 2017 as written.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Bob Harvey, 29 Riverside Dr., Cocoa, spoke about Broadmoor Acres Community Restoration and Preservation (BACRAP). He mentioned that they are now a charitable, filed organization with the IRS which means that all donations are tax deductible. He thanked Council and members of City staff for supporting the Broadmoor Acres area. He stated that they are still accepting donations for the Toy Drive, and if anyone needed further information they could find it either on their Facebook page or on their website.

Furthermore, Mr. Harvey mentioned that he is a member of the Brevard Humane Society Board. He stated that they are fundraising as well throughout the holiday season. He shared that a 2003 Toyota Tundra pickup truck was generously donated to the Humane Society and they would be raffling it off on December 23rd. Each raffle ticket is twenty five dollars. He stated that additional information can be found on the Humane Society website.

Reverend Dennis, 3710 Catalina Dr., Cocoa, thanked the Mayor, the City Manager, staff, and other concerned officials for taking part in approving a Citizen Review Board. He asked Council to provide an update on a date for the Citizen Review workshop that will be open to the public. In response, City Manager Titkanich explained that staff was hoping to have the workshop in December but

due to scheduling conflicts it would more than likely take place in January. He stated that Council will be running the workshop and two consultants from the Center of Public Safety Management will attend to present their findings. Reverend Dennis stated that he would keep in touch with staff to determine a date for the workshop.

Mr. Lawrence Sinclair, 1052 Mitchell St., Cocoa, thanked Council and City staff for their help and support on Thanksgiving. Additionally, he mentioned that Santa will be visiting Broadmoor Acres again this year. He stated that any monetary donations for the Toy Drive can be done through him or via PayPal. There is also information available online on BACRAP's Facebook page.

Mr. Aleck Greenwood, 640 Brevard Ave., Cocoa, asked for direction from Council regarding a few ordinances that need to be re-addressed. He mentioned the tree ordinance that is going to be brought before the Planning and Zoning Board in January. Mr. Greenwood also mentioned that there is still some confusion regarding a chain link fence ordinance from 1996 that declared that no chain link fences could be erected in front yards. This particular ordinance was later brought back before the Council but was tabled as Council considered making adjustments to the ordinance. The ordinance was never changed and had never been brought back before the Council and so Mr. Greenwood asked for clarification on the matter.

Furthermore, Mr. Greenwood explained that he had received some information from the City Clerk regarding S.W.A.T. team regulations. He stated that his inquiry was in reference to reimbursement related to S.W.A.T. expenses against a piece of property and he would like to ask Council for further information. In response, City Manager Titkanich suggested that they hold a meeting along with Assistant City Manager Fuhrer to go over these issues. Mr. Greenwood stated that he would call and make an appointment.

V. CONSENT AGENDA:

1. Approve the Final Ranking of the Short Listed Firms for RFQ-17-16-COC, Engineering Services for Design, Permitting & Services During Construction of Utility Conveyance Systems Upgrades & Expansion; To Authorize the City Manager and City Attorney to Negotiate and Execute Contracts for Services with the Three Top-ranked Firms. (17-496). (Utilities Director)

2. Approve Task Order No. 49 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility, SCADA Programming Services for the

VTScada System, LCP's, and RTU's on an as-needed basis and approve a Resolution adjusting the FY2018 Budget. (17-497). (Utilities Director)

3. To Award Bid B-18-06-COC, Contract Laboratory Services, to Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for Laboratory Services; To Authorize the City Manager to Execute the Contract. (17-503). (Utilities Director)

4. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Two Lime Slurry Pumps and Two Discflo Pump Bases, Guards, and Sheaves from Gerber Pumps International, Inc., Longwood, Florida for the Treatment of Groundwater at the Dyal Water Treatment Plant. (17-510). (Utilities Director)

5. Approve the Second Amendment to the Inter-local with Brevard County for participation in the National Pollution Discharge Elimination System Public Education and Outreach Services and authorize the City Manager to sign the attached Amendment. (17-522). (Public Works Director)

6. To Approve Second Amendment to Task Order 2017-6 with Logan Diving and Salvage for Emergency Repairs to all Subaqueous Mains; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $39,453 (10%); To Approve a Resolution Amending the FY2018 Budget through the Use of Water/Sewer Contingency. (17-525). (Utilities Director)

7. Approve Participation in Using Two Cooperative Purchasing Contracts for the Purchase of Vehicles and Equipment Utilizing the City of Tallahassee Contract No. 3921 and the Florida Sherriff Association Contact No. FSA17-VEH15.0. (17-528). (Public Works Director)

* **MOTION by Deputy Mayor Blanco; Seconded by Councilman Whipple, to approve the Consent Agenda.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 12-2017/1st Reading: Amending Appendix A-Zoning of the Cocoa Code of Ordinances, and prohibiting medical marijuana treatment center dispensing facilities from locating within the City. (17-493). (City Manager)

Attorney Garganese read Ordinance No. 12-2017 into the record by title only as follows. He noted this was the first reading.

ORDINANCE NO. 12-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A – ZONING OF THE CODE OF THE CITY OF COCOA; PROHIBITING MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES FROM LOCATING WITHIN THE CITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

He explained that the moratorium has expired and Council is now considering a prohibition of medical marijuana treatment center dispensing facilities from locating within the City. He stated that the Florida Legislature adopted legislation which limits the City's ability to do one of two things which is that the City can either ban medical marijuana treatment center dispensing facilities or the City has to consider and regulate dispensing facilities just like they would with a pharmacy. He explained that currently, under the City's Code, pharmacies are permitted in the Residential Professional district, the Professional Offices district, Restricted Commercial district, Neighborhood Commercial district, General Commercial district, the Central Business district, which includes the downtown area, the Wholesale Commercial district, M-1 Industrial district, the Urban Mixed-Use district, the Cocoa Waterfront Overlay district, as well as various other sub-districts. He stated that unfortunately the Florida Legislature has not given the authority for cities to regulate the location of these medical marijuana treatment center dispensing facilities.

Mayor Parrish closed the Public Hearing to Council and opened the discussion to the public.

Reverend Thomas Unrath, 400 Lucerne Dr., Cocoa, explained that he has Multiple Sclerosis and shared his hope that Council would vote against the Ordinance. He explained that he felt these types of businesses are used for pharmaceutical purposes only and that they are not "pot shops". He shared some of his background to help explain his standpoint. He stated that even though he may not use medical marijuana himself, he feels that others should be allowed the opportunity for medical purposes.

Lorraine Koss, 2115 Indian River Dr., Cocoa, spoke of her sister who is epileptic. She also asked Council to consider this opportunity and to vote against the Ordinance.

Mr. Greenwood stated that he feels the public does not realize that it is not that the Boards or the City Council are against the Ordinance, it is the verbiage that needs to be better clarified regarding the locations and zoning that will allow these types of facilities.

Mayor Parrish closed the Public Hearing to the public and reopened the discussion to Council.

City Attorney Garganese explained that this ordinance can be readdressed at any time and that this only addresses the "brick and mortar" locations of the dispensaries. He stated that a second and final reading will take place at the next Council meeting.

Councilman Boisvert shared that he is not against medical marijuana, however he does not wish to see it on every corner of the City.

Deputy Mayor Blanco stated that she is not against medical marijuana either, but the verbiage needs to be readdressed. She stated that she is hopeful that this topic will be readdressed at a later date, but in the meantime she feels that the City needs to protect the citizens that are against it as well.

* **MOTION by Deputy Mayor Blanco; Seconded by Councilman Whipple, to approve the first reading of Ordinance No. 12-2017 as written.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. COUNCIL BUSINESS:

1. City Council direction regarding an agreement for Professional Services between the City of Cocoa and Alcalde & Fay, LTD. (17-506). (City Manager)

City Manager Titkanich explained that Alcalde & Fay have provided many services to the City for many years and shared many of the different services that they have provided. He stated that last year, Alcalde and Fay only charged $24,000 and promised to honor the same price this year, however, due to the City's tight budget it was decided that their services would no longer be needed.

Mr. Maurice Kurland, representative of Alcalde and Fay, LTD., provided Council with a handout[1].

Councilman Whipple mentioned that due to the efforts of Alcalde and Fay, the City received ten million ($10,000,000) dollars in 2005. He asked City Manager Titkanich how long Alcalde and Fay worked for the City. In response, City Manager

[1] Exhibit A: Handout from Alcalde & Fay

Tikanich explained that Alcalde and Fay contracted with the City until September of this year, 2017. City Manager Titkanich explained that there were earmark appropriations and the City received some funding for Dixon Boulevard and Industry Road. He explained that unfortunately, earmarks have gone away and have been gone for a long time.

Deputy Mayor Blanco inquired when the last time was the City received funding. In response, City Manager Titkanich stated that the City received funding two years ago for approximately thirty-seven thousand ($37,000) dollars for the Energy Efficiency Retrofit project. He stated that this was a matching grant in which the City provided half of the cost. The total cost was seventy-five thousand ($75,000) dollars.

Mr. Kurland thanked Council for allowing him the opportunity to speak. He stated that Alcalde and Fay is one of the longest federal lobbying firms that have been in business in the Washington area since 1973. He explained that they are very proud of all the long-standing relationships they have with all of their clients. He stated that Alcalde and Fay has been contracting with the City for twelve years and they are always welcome and willing to negotiate the cost for their services. He stated that in addition to all the services they provide they also monitor what is going on in Washington, especially at this time with all of the changes that are taking place.

He mentioned that there are three areas that the firm really focuses on. First, they target earmark funding. He explained that when that was no longer available they pursued grant funding for the City. He shared that a total of approximately $1.6 million dollars was received over the course of their representation for the City. He shared several examples in which funding was received.

Deputy Mayor Blanco asked City Manager Titkanich to verify whether the City already employs a grant writer. City Manager Titkanich replied in the affirmative and explained that additionally, the City's grant writer also researches grant funding.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to accept the Professional Services agreement between the City of Cocoa and Alcalde and Fay pending the budget amendment and the consideration of the costs associated with the contract.**

AYES: Parrish, Boisvert, Whipple

NAY: Blanco

City Attorney Garganese asked for clarification that the item would need to be brought back before the Council for a budget amendment. City Manager Titkanich replied in the affirmative.

THE MOTION CARRIED (3-1)

Mayor Parrish left the room at 7:00 pm.

2. Consider the Reappointment of Mr. Troy Stephan as a Regular member of the Planning and Zoning Board through November 30, 2020. (17-513). (Administrative Services Director)

Ms. Gemmati read the item.

Deputy Mayor Blanco asked if this item required a motion. In response, City Attorney Garganese explained that if it is the Council's desire to reappoint Mr. Stephan that the item would require a motion. If they do not wish to reappoint Mr. Stephan than the item does not need a motion as his term will expire naturally. At that time, the Council will then need to consider other applicants to fill the vacancy.

* **MOTION DIED.**

Mayor Parrish returned at 7:02 pm.

3. Consider the Reappointment of Mr. David Jollay as a Regular member of the Utilities Advisory Board through November, 2020. (17-514). (Administrative Services Director)

Ms. Gemmati read the item.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the reappointment of Mr. David Jollay as a Regular member of the Utilities Advisory Board through November, 2020.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Approve the Special Event Agreement between the City of Cocoa and the Cocoa Rotary Foundation, Inc.: Special Even Concert “Party in the Park”. (17-519). (Community Services Director)

Ms. Hamilton explained that this is an annual event that the Cocoa Rotary Foundation holds. This year it will take place in February. She explained that the Special Agreement outlines services and facilities that the City would provide. The Special Agreement also requests a waiver of certain fees. She shared that the Foundation would still be responsible for personnel support, crowd control, barricades and other utilities.

* **MOTION by Councilman Whipple; Seconded by Deputy Mayor Blanco, to approve the Special Event Agreement between the City of Cocoa and the Cocoa Rotary Foundation, Inc.: Special Event Concert “Party in the Park”.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. City Council Liaison Appointments and Appointment of the Space Coast League of Cities Voting Delegate and Alternate. (17-520). (Administrative Services Director)

Ms. Gemmati read the item and stated that the current list of appointments are provided for Council’s review.

The Council briefly discussed the current appointments and decided that Councilman Whipple would continue to be the Space Coast League of Cities Voting Delegate, Deputy Mayor Blanco will be the Space Coast TPO representative and Councilwoman Warner will be the alternate. Councilman Boisvert will be taking Deputy Mayor Blanco’s position as the Board Liaison for the US1 RDA.

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve the City Council Liaison Appointments and the Reappointment of Councilman Whipple as the Space Coast League of Cities Voting Delegate with Councilwoman Warner as the Voting Alternate.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

6. Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa and Broadmoor Acres Community Restoration and Preservation Inc. This agreement conditionally provides a reduction of the code enforcement liens associated with 408 Kentucky Avenue, 1115 Broadmoor Drive, 1057 Mitchell Street, 401 N. Carolina Avenue, 1102 Broadmoor Drive, and 300 N. Varr Avenue to $0 providing the owner agrees to and complies with the conditions set forth. (17-521). (Chief of Police)

Chief Cantaloupe read the item. He stated that this agreement was brought before the Code Board and they recommended approval. They are asking Council to consider the recommendation.

* **MOTION by Councilman Whipple; Seconded by Deputy Mayor Blanco, to approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa and Broadmoor Acres Community Restoration and Preservation, Inc.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

7. Approve a Resolution to establish a Sustainability Advisory Board. (17-532). (Community Services Director)

Ms. Lorraine Koss, 2115 Indian River Dr., Cocoa, shared that several people from various organizations have come to show their support for the Sustainability Advisory Board.

Mayor Parrish stated that each person would be allotted two minutes.

Jennifer Riggs, 1629 N. Indian River Dr., Cocoa, read a portion of an email that she had previously sent to Council regarding the Sustainability Advisory Board. She shared her excitement for the induction of the Board and hopes that a mindset will be kept of sustainable growth. She thanked Council for their consideration.

Barbara Williams, 2606 N. Indian River Dr., Cocoa, and President of the League of Women Voters, shared that she would just like to thank Council for their consideration of this item.

Holly Abeels, 4515 Sheridan Avenue, Cocoa, shared that she is speaking as a representative of the University of Florida Extension Office. She stated that they are a leader in both the community and in the County for sustainability. She stated that in the Resolution several extension offices were mentioned and she would like to extend support for the Board as well.

Melissa Martin, 5404 Brilliance Circle, Cocoa, thanked Council for considering this board. She stated that she is running for office in the Florida State Senate, District 14, and would like direction on how she can assist this board. She stated that she feels there are a lot of things that need to be addressed at State level and she would like to see Home Rule flourish in communities.

Reverend Thomas Unrath mentioned that he works with an organization of other local churches and this notion was brought up at one of their recent meetings and it was well received by the other church leaders. He stated that as faith leaders, they feel that our environment is God's gift to us and it is important to protect it. He stated that he feels this is a great step forward in protecting our environment. He thanked Council and shared that they have the support of the local faith leaders in the community.

Gisele Nieman, 4445 Seneca Avenue, Cocoa, thanked Council for listening and for considering this board. She shared that she recently obtained a job in Conservation and was amazed to learn all of the wonderful things that people can do to make the world a better place. She stated that she would like to be part of this and would like Cocoa to take part as well.

David Dunn, 40 Ogden Drive, Rockledge, shared that he moved to the community in 1966 and is a representative of Clean Cities of Central Florida as well as Drive Electric Florida. He shared that he is also the Facilities Division Manager for the City of Orlando. He commended Council on the steps they are taking and believes this board will morph and grow into something very successful. He shared that they would be more than willing to be a resource for the City.

Colleen Kettles, 1679 Clearlake Road, Cocoa, shared that she is a Program Director at the Florida Solar Energy Center. She stated that she has come to speak in support of the board and to offer their services as a resource if the board is appointed. She stated that the Florida Solar Energy Center offers research, education, energy efficiency, and alternate transportation. She stated that they are thankful for the support they've received from the community and look forward to working with the Sustainability Advisory Board.

Tony Sasso, former State Representative, Cocoa Beach, thanked Council for giving everyone an opportunity to speak on this item. He stated that he has no doubts that this board will pass and be very successful. He shared that he is representing Keep Brevard Beautiful and offered his support and a partnership to help develop the program.

Ms. Koss thanked Council again for their time and consideration.

City Manager Titkanich thanked the City Attorney's office and Ms. Karen Hamilton for their assistance in developing the board.

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve the Resolution to establish a Sustainability Advisory Board.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. Approve Resolution vacating the rights of way "Lunner Drive", "Arko Court" and "Plaza Court", together with all platted drainage and utility easements within the limits of Plaza Heights Plat, as recorded in Plat Book 16, Page 137, Public Records of Brevard County, Florida. Approve the Pineda Village I Re-Plat. (17-467). (Community Services Director)

City Attorney Garganese provided background information on the item. He stated that there is an old 1963 plat called Plaza Heights that encompasses the Housing Authority's property which is approximately eighteen (18) acres. There is some evidence that there may have been some efforts to vacate that plat, however it has not been vacated. He shared that the Housing Authority's buildings and roads were actually constructed over platted lines. The Housing Authority is moving forward with a redevelopment project involving the housing units that are on the property and in order for them to proceed they will need to re-plat the property to match what is actually built. City Attorney Garganese explained that the Housing Authority has already submitted a re-plat, however, Council will need to vacate the existing right of ways and easements that are shown on the old Plaza Heights plat. He explained that the re-plat will convey right of ways where they are currently located and the appropriate easements for utilities.

Additionally, the City Surveyor has reviewed and approved the re-plat and is ready to sign it so it can be sent off for recording.

* **MOTION by Deputy Mayor Blanco; Seconded by Councilman Whipple, to approve a Resolution vacating the rights of way "Lunner Drive", "Arko Court", and "Plaza Court", together with all platted drainage and utility easements within the limits of Plaza Heights Plat, as recorded in Plat Book 16, Page 137, Public Records of Brevard County, Florida and to approve the Pineda Village I Re-Plat.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. To Approve a Resolution Amending the FY2018 Budget to Cover Expenses for the Continuation of Work of Capital Projects and Non-Capital Projects that were under Budget or Not Budgeted in FY2018; To Approve Amendment #5 to Task Order 23 with CDM Smith, Inc. for Additional Services During Construction to Complete the Biological Nutrient Removal (BNR), Project No. WS1222; and To Authorize the City Manager to Execute the Amendment. (17-487). (Utilities Director)

Mr. Jack Walsh read the item. He explained that this is an item that is brought before Council annually. Additionally, he explained that for the budget efforts, construction costs and expenses are typically estimated for the year beginning in March or April. He stated that all invoices are not typically received until the end of October and so the final costs cannot be determined until that time.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve a Resolution amending the FY2018 Budget to cover expenses for the continuation of work of capital projects and non-capital projects that were under budget or not budgeted in FY2018; to approve Amendment #5 to Task Order 23 with CDM Smith, Inc. for additional services during construction to complete the Biological Nutrient Removal (BNR), Project No. WS1222; and to authorize the City Manager to execute the amendment.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Requesting City Council approval to send corrected Non-Ad valorem Tax invoices for under billed Fire Assessment accounts for three mobile home parks for tax year 2017, fiscal year 2018.

City Manager Titkanich stated that it has come to the City's attention that the invoices were under billed relating to Fire Assessment accounts for three mobile home parks for tax year 2017 and fiscal year 2018.

City Attorney Garganese inquired if the notices had been mailed out. In response, Teri Butler explained that the notices had been mailed as a twenty (20) day notice must be given.

Councilman Whipple asked if the notices were sent by first class mail to which Ms. Butler replied in the affirmative.

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve sending corrected Non-Ad valorem Tax invoices for under billed Fire Assessment accounts for three mobile home parks for tax year 2017, fiscal year 2018.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Approve a Resolution Amending the Utility Handbook Exhibit B, Customer Service Division Policy Manual, Section 13. High/Excessive Consumption. (17-530). (City Manager and Finance Director)

City Manager Titkanich explained that there are certain thresholds that a customer must meet in order to qualify for the High Consumption Credit. He explained that in the event the City of Cocoa declares a state of emergency due to a natural disaster event, such as a hurricane, the eligibility criteria for a high consumption water credit shall be amended for the billing cycle that includes the date(s) of the event and one additional billing cycle post event for a maximum of two billing cycles as follows:

- The calculated credit does not have to exceed fifty (50) dollars.
- An approved high consumption adjustment will not count towards the lifetime maximum for any customer, regardless of account type.
- All other conditions and eligibility criteria of the high consumption policy shall remain in effect.

* **MOTION by Councilman Whipple; Seconded by Councilman Boisvert, to approve a Resolution amending the Utility Handbook Exhibit B, Customer Service Division Policy Manual, Section 13, High/Excessive Consumption.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. To Approve a Municipal Services Agreement with Greater Community Partnership Inc. (Cocoa Main Street) including leased office space in the amount of $1 a year for Fiscal year 2018 and 2019 and performance of specified community based projects on behalf of the City. (17-535). (City Manager)

City Manager Titkanich explained that back in October 2017 staff asked for direction in regards to entering an agreement with Cocoa Main Street to provide certain services, programs and initiatives on behalf of the City. He explained that Cocoa Main Street has requested a reduced lease rate, however, there will not actually be a lease rate. He stated that instead of paying rent they will be responsible for paying the direct costs for community based projects such as the traffic signal box wraps and the bench art project. They will also help to facilitate the Cocoa Village Gateway Entry Feature project.

Mayor Parrish inquired about the process of selecting a design for the Cocoa Village Gateway Entry Feature project. In response, City Manager Titkanich explained that in an effort to achieve community engagement some of our local artists will have an opportunity to submit design ideas and then Council will have a chance to select a design so it can be sent to an architect for review.

Furthermore, City Manager Titkanich stated that Cocoa Main Street shall undertake the task of assisting in the development and facilitation of a wayfinding sign program as well as oversee downtown landscaping projects, as they have in the past, to assist in the implementation and maintenance of landscaping by the merchants.

Cocoa Main Street is requesting the City provide their existing space leased at the Porcher House at lease rate of one ($1) dollar per year, compared to the nearly four thousand ($4,000) dollars a year they currently pay which is approximately three hundred and five ($305) dollars per month.

Councilman Whipple asked if this will be an annual renewal. In response, City Attorney Garganese explained that this is a two year agreement. Once the agreement is up for renewal Council can then readdress the agreement.

* **MOTION by Councilman Whipple; Seconded by Deputy Mayor Blanco, to approve a Municipal Services Agreement with Greater Community Partnership Inc. (Cocoa Main Street) including leased office space in the amount of $1 a year for Fiscal year 2018 and 2019 and performance of specified community based projects on behalf of the City.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

6. Approve multi-year Contract W1124 with the Florida Department of Corrections for one (1) Inmate Work Squad for a twelve (12) month term beginning on January 1, 2018 and ending at midnight on December 31, 2018. Authorize the City Manager to approve any additional Department of Correction Inmate Work Squad contracts in the event that the Public Works Department is able to obtain additional squads under the terms and conditions stated herein. Approve a Resolution Amending the FY 2018 Budget. (17-504). (Public Works Director)

Mr. Tony Jones read the item.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve a multi-year Contract W1124 with the Florida Department of Corrections for one (1) Inmate Work Squad for a twelve (12) month term beginning on January 1, 2018 and ending at midnight on December 31, 2018; to authorize the City Manager to approve any additional Department of Correction Inmate Work Squad contracts in the event that the Public Works Department is able to obtain additional squads under the terms and conditions stated herein; and to approve a Resolution amending the FY 2018 Budget.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

7. Approval of the renewal of the Neogov multi-year agreement dated Decemeber 10, 2017 through December 9, 2018 for the City's applicant tracking system and authorize the City Manager to sign. (17-505). (Administrative Services Director)

Ms. Gemmati read the item. She stated that the agreement has already been approved by the City Attorney's office.

* **MOTION by Councilman Whipple; Seconded by Councilman Boisvert, to approve the renewal of the Neogov multi-year agreement dated December 10, 2017 through December 9, 2018 for the City's applicant tracking system and to authorize the City Manager to sign.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

8. Approve Participating in a Cooperative Purchasing Multi-Year Contract thru the School Board of Brevard County, for the purchasing of petroleum products utilizing contract number ITB 18-B-021-NC: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida for three years starting on November 21, 2017 with the option to renew annually for up to one additional two-year period and approve a fiscal Inventory Blanket Purchase Order to Glover Oil Company for Inventoried fuel purchases throughout the duration of the Contract term. (17-526). (Public Works Director)

Mr. Jones read the item.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Blanco, to approve participation in a Cooperative Purchasing Multi-Year Contract thru the School Board of Brevard County, for the purchasing of petroleum products utilizing contract number ITB 18-B-021-NC: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida for three years starting on November 21, 2017 with the option to renew annually for up to one additional two-year period and approve a fiscal Inventory Blanket Purchase Order to Glover Oil Company for Inventoried fuel purchases throughout the duration of the Contract term.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

IX. INFORMATIONAL AGENDA:

1. FY 2018 Budget Adjustment Report. (17-480). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (17-481). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (17-482). (Finance Director)

4. Cocoa Police Department District Event Statistics for September and October, 2017. (17-492). (Chief of Police)

5. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 10/31/2017. (17-495). (Finance Director)

X. REPORTS

Chief Cantaloupe thanked Wal-Mart for their Shop with a Cop event. He also thanked everyone who helped with the Toy Drive.

Chief Prince thanked everyone who donated a turkey for Thanksgiving.

Ms. Karen Hamilton commended everyone on their help with the holiday parade. She also reminded everyone of the Annual Economic Update Breakfast on Friday, January 12, 2018.

Ms. Gemmati thanked the Clerk's office for a job well done at the Space Coast League of Cities Dinner on December 11th.

City Manager Titkanich thanked staff for their donations and assistance with Thanksgiving, the Toy Drive, Shop with a Cop, Fill the Truck event, the Holiday in the Park event, as well as the Space Coast League of Cities Dinner.

He provided an update on a legislative conference he attended last week.

He also congratulated City Attorney Garganese on his twenty fifth anniversary working with the City.

Lastly, he wished everyone a happy holiday season.

Councilman Whipple congratulated the City Attorney as well. He mentioned the opening of the Dollar General in District 1. He stated that he had spoken with the management as there has already been a theft issue.

He mentioned Provost Park and what needs to be done to change the image there. He asked Assistant City Manager Fuhrer if any additional meetings have been held. In response, Assistant City Manager Fuhrer stated that there hasn't been any meetings but he has been in touch with Parks and Recreation and there is a plan to shut the park down.

Mayor Parrish requested that a meeting be held at a later date regarding Provost Park.

Councilman Boisvert thanked all of the Department Managers for all of their hard work. He also thanked Assistant City Manager Fuhrer and City Manager Titkanich on their hard work. He congratulated City Attorney Garganese on his twenty fifth anniversary with the City and wished everyone a happy holiday season.

Deputy Mayor Blanco shared that she is very thankful for the support of City staff and Council and that she would not want to be on any other Board. She expressed her deepest gratitude and is looking forward to a positive new year. She wished everyone a happy holiday season.

Mayor Parrish expressed interest in going to Tallahassee to attend the legislative session at the end of January.

He stated that the Space Coast League of Cities Dinner was unbelievable.

Lastly, he congratulated City Attorney Garganese on his twenty five years with the City.

XI. ADJOURNMENT.

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to adjourn the Regular City Council meeting for December 12, 2017.**

AYES: Parrish, Blanco, Boisvert, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 8:12 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk



Federal Lobbyist Services
City of Cocoa, Florida

ALCALDE & FAY

2111 Wilson Boulevard, 8th Floor
Arlington, Virginia 22201
(703) 841-0626

EXHIBIT A: Handout from Alcalde & Fay

About Alcalde & Fay

Full service bipartisan government relations and public affairs firm

One of the oldest and largest firms in the Washington area
- ✓ 44 years of federal lobbying experience
- ✓ 80 public and private sector clients, including over 35 in Florida

30 partners and professional staff
- ✓ Former Member of Congress
- ✓ Former Executive Branch and Capitol Hill staff
- ✓ Media professionals, attorneys and industry leaders

Long-term client retention – 10, 15, 20, 25 years and first firm client over 44 years

Outstanding record of legislative, agency and federal funding success

COCOA CLIENT TEAM



Maurice J. Kurland, Partner and Team Manager

- Securing federal funding and legislative victories for municipalities and private sector entities nationwide
- Extensive experience in economic development and infrastructure, appropriations, grant opportunities, homeland security/FEMA (Federal Emergency Management Agency)



L.A. "Skip" Bafalis, Senior Partner

- Former five-term Member of Congress from the State of Florida from 1973-1983
- Served on the House Public Works Committee and was the Ranking Member of the Public Assistance and Unemployment Compensation Subcommittee



Jim Davenport, Partner

- Manages many of the firm's public clients on an array of issues including economic development, transportation, water and wastewater issues
- Works closely with Congress and officials from the Departments of Justice, Transportation, Housing and Urban Development, the Environmental Protection Agency, and Army Corps of Engineers

Established Relationships

Bipartisan Congressional Relationships

- Firm partners and personnel maintain close working relations with key legislators and staff on both sides of the aisle
- Solid working relationships with key chairmen, ranking members, and senior staff in both the House and Senate
- Four decades working with leadership and senior staff of many of the congressional committees of importance to Cocoa.

Executive Branch Relationships

- Long-term relationships extend well into the ranks of political appointees and senior career staff in most of the federal agencies.



CITY OF COCOA
FEDERAL LEGISLATIVE PROGRAM

Protect Federal Programs Important to Local Governments

- Community Development Block Grants (CDBG)
- Economic Development and Brownfield Planning Grants
- DOJ COPS Grants/FEMA Assistance to Firefighter Grants

Secure Federal Funding through Competitive Grants

- Application Development and Federal Support

Mitigate Issues before the Federal Government

- Permitting, Studies, Agency Approval, Expedited Assistance

Impact Legislation, Public Policy and/or Agency Rulemaking

- Legislation, Amendments, Regulations

Alcalde & Fay
Grant Writing Services

Alcalde & Fay's grant writing staff provides a broad range of federal grant services including:

- ✓ *Bi-weekly Grant Alert*
- ✓ *Customized Prospecting and Grant "Blueprints"*
- ✓ *Grant Writing and Application Development*
- ✓ *Grant Evaluation and Review*
- ✓ *Securing of Congressional Support for Grant Submissions*

ALCALDE & FAY
COCOA SUCCESSES

- **$600,000 reconstruction of Dixon Boulevard**
- **$400,000 extension of Industry Road**
- **$174,850 FEMA Assistance to Firefighters Grant Program for advanced life support cardiac monitor/defibrillator equipment.**
- **$37,299 Energy Efficient Retrofit Project under Florida Agriculture & Consumer Services grant – total project w/match - $75,000**
- **$400,000 EPA Brownfields Assessment for hazardous substances and for petroleum**

Total: $1,612,149

ANTICIPATED KEY ISSUES AND OPPORTUNITIES 115TH CONGRESS – 2ND SESSION - 2018

With Congress having attempted health care reform, and tax reform pending, the Administration and Congress are expected to turn their attention to the following key areas of importance to municipalities:

- ✓ ***Trillion dollar "Transportation and Infrastructure" bill***
- ✓ ***Supplemental disaster assistance and pre-disaster mitigation***
- ✓ ***National Flood Insurance Program reauthorization***
- ✓ ***Enhanced law enforcement and homeland security***
- ✓ ***Economic and Community Development***

What Others Have Said about Us

"Washington's Biggest Bats in the Transportation Lineup"

-Center for Public Integrity

"The Dean of Lobbyists for Florida Communities"

-Florida Trend Magazine

"Top 10 Lobby Firms in Washington"

-Influence Magazine

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Legislation Details (With Text)

File #:	18-81	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	2/26/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of February 13, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-13-18 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 26, 2018
Agenda Date: March 13, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of February 13, 2018, 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 meeting of February 13, 2018, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

February 13, 2018

A Regular City Council meeting was held on Tuesday, February 13, 2018, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:07 p.m.

Councilman Whipple provided the invocation and Councilman Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Jeri Blanco	Deputy Mayor
	Don Boisvert	Councilman
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Gina Maxwell, HR Manager/Acting Administrative Services Director; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Jonathan Lamm, Deputy Fire Chief; Chris Collier, WFO Manager; Samia Singleton, CRA Program Specialist; and Jason McCuen, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of February 13, 2018 (18-37)
2. Minutes: (a)Regular Meeting of January 9, 2018 (18-38)
   (b)Regular Meeting of January 23, 2018 (18-39)

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco to approve the Agenda for the Regular meeting of February 13, 2018 as presented and the Minutes for the Regular meeting of January 9, 2018 and the Regular meeting of January 23, 2018 as written.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Awarding of the US 1 Corridor Community Redevelopment Agency Business Recognition Award. (18-33). (Community Services Director)

Ms. Singleton, CRA Program Manager, spoke about the award being presented on behalf of the US 1 CRA. She introduced the following board members which were in attendance: Larry Koss, Laura Houston, Richard Louden, and Jim McCarthy.

She presented Mitchell's Family Diner with the US 1 Corridor Community Redevelopment Agency Business Recognition Award and noted they were the fourth recipient of this award.

Jason Mitchell and family were in attendance to accept the award.

Mr. Louden, Board Chairman mentioned that businesses along US 1 are making a difference with beautification efforts. This business has truly made a difference and the food is great.

~~2. Presentation on BACRAP. (18-43). (Larry Sinclair)~~

IV. DELEGATIONS:

Aleck Greenwood, 640 Brevard Avenue, Cocoa, shared updates in regards to the tree ordinance and chain link fence ordinance. He further spoke about gravel driveways and noted the code was vague when it referenced them. Cocoa's code was very similar to Melbourne's. He felt an opinion from the attorney would be a good idea in regards to this issue.

Mike McElrath, 1700 Cedar Street, Rockledge, is with the American Red Cross. He mentioned that he helped install smoke alarms in Broadmoor Acres on February 3, 2018. He thanked the fire fighters for coming out and helping. He presented Chief Prince and Deputy Chief Lamm with a certificate of thanks. He asked them both to convey their thanks to the firefighters who helped.

Chief Prince advised that they were honored to partner with the American Red Cross. Last year they installed smoke alarms in Sunrise Village and now they have done Broadmoor Acres. They are working through the community to make people safe.

V. CONSENT AGENDA:

1. Approve Task Order 2018-88 with CH2M Hill Engineers for Disinfection By-Product Formation Management - Bench and Pilot Treatability Testing - Phase 1. (18-21). (Utilities Director)

2. Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ, Effective January 1, 2017 through December 31, 2019. (18-34). (Utilities Director)

3. Award Bid #B-18-09-COC, Water & Wastewater Treatment Chemicals, to Air Products of Allentown, PA for the purchase of liquid oxygen. (18-36). (Utilities Director)

*** MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve the Consent agenda.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve the Appointment of Mr. Lawrence Koss as a Regular member of the Planning & Zoning Board through November, 2020, and Ms. Marilyn Green as the 1st Alternate member to the Planning & Zoning Board. (18-11). (Administrative Services Director)

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Code Enforcement Lien Reduction request in the amount $12,150.00 for the property located at 2009 N Cocoa Blvd. (18-30). (Chief of Police)

Chief Cantaloupe presented the item and noted that the Code Enforcement Board held a public hearing on March 17, 2016, at which time the Board found the owner, Senturk Marketing, Inc., in violation of the following: Section 6-900(b) (1) a-d Accumulation of Trash & Litter; Section 6-1001(d) Weeds/Overgrowth; and Section 6-1003(f) Exterior Walls.

He advised that the Code Enforcement Board provided the owner sufficient time to correct the said violations and consistent with the Code Enforcement Board's Order, a fine ran at $250 per day from April 17, 2016 until compliance was achieved and documented on August 8, 2017. The current lien amount is $121,500 and the current owner, Senturk Marketing, Inc. is requesting that the lien be reduced to zero.

Staff recommended that the lien be reduced to $12,150 based on certain factors and at the Code Enforcement Board's regular meeting on January 18, 2018, they recommended the lien be reduced to $5,000.

Vinnie Senturk, 17719 E. Lake Jem Road, Mount Dora, FL, spoke in regards to 2009 N. Cocoa Blvd. He purchased the station about 1 ½ years ago and has been trying to renovate and build a gas station. When the first violation was cited, he hired a company to come in and clean. He stated that he took care of the violation and then called Code to let them know it was cleaned up and he was informed by them that there was a hole in the ground with underground

tanks that have to be dug up. At that point, he felt he was not in violation other than the litter. The contractor was paid more than what the contract was and he vacated the premise and did not pay the subcontractor. In addition, he has to deal with the violation.

Councilman Whipple questioned what the code reduction violations were based on. In response, Chief Cantaloupe noted they were based on all of the facts that the gentleman just spoke about. These were the same issues brought forth to the Code Board. Councilman Whipple asked if funds had to be paid immediately. Chief Cantaloupe advised they had to be paid within 30 days or it would revert to the original amount.

Mr. Senturk stated the only violation was the litter. All of the debris was on the floor instead of in the container. He cleaned it up instead of having a contractor. FDEP told him to stop the work because it was contaminated and FDEP has to decide what type of work needed to be done after studies have been done.

City Manager Titkanich recalled that the previous owner of the property did not want to upgrade and closed his business. He felt that in fairness to the Council FDEP documentation should be brought forth for consideration. There were three violations that ran over a year. Both the City and US 1 CRA have invested a lot of money on US 1 improvements. He is not being disrespectful but the property was in disrepair and in violation of the code. He recommended that Council table the item and information be brought back.

Mr. Senterk agreed and mentioned that the 2009 compliance was under the state program.

City Manager Titkanich mentioned that in all fairness the program is funded and scores are given for properties. He explained the program and mentioned there is usually significant funding for those properties that score high.

Mayor Parrish advised that the City Manager is the former president for the Brownfields Association. In response, City Manager Titkanich stated that Council needed to see the records.

* **MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to table this item until the next meeting and have staff bring forth information pertaining to FDEP's findings.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Code Enforcement Lien Reduction request in the amount $750.00 for the property located at Tax #2425112 located on Donley Street. (18-31). (Chief of Police)

Chief Cantaloupe presented this item to Council and advised that on April 18, 2016, the Code Enforcement Board held a public hearing and found owner Belinda S. Balleras Trustee in violation of the following: Appt. A, Art. XII, Prohibited accessory structures.

The Code Enforcement Board provided the owner sufficient time to correct the said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at $25 per day from July 17, 2017 until compliance was achieved and documented on September 19, 2017. The lien is $1,600 and the current owner, Belinda S. Balleras Trustee is requesting that the lien be reduced to the amount of zero.

He advised that based on certain factors, staff recommends that the lien be reduced to $750. The Code Board, at their regular meeting on January 18, 2018, recommended that the lien be reduced to $100.

Chief Cantaloupe pointed out that the $100 does not cover administrative costs, but the $750 would.

Rolando Balleras, Fern Park, Florida, provided background information on the property. They were told the shed was the violation. They tried to get in touch with the owner, Barbara Bailey, of whose property the shed was on. They were able to get in touch with the Code Enforcement officer and explained it was not their property. There was a misunderstanding as to who owned the property and whose property the shed was on and the lien should be put on the property of the neighbor.

Councilman Whipple felt they could do half of the recommended amount. Councilwoman Warner understood the $100 fee by the Code Board but reiterated that there are also administrative costs.

Chief Cantaloupe reminded Council that this case went to two Code Board meetings, and there is time working up the cases, the agenda, etc. There is time invested in the case.

* **MOTION by Councilwoman Blanco; Seconded by Councilman Whipple, to reduce the lien to half of the amount recommended by staff. The new amount will be $375.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approval of a Resolution dedicating and naming the new Fire Station #3 in honor of David Salisbury. (18-46). (City Manager)

City Manager Titkanich explained that this item was for the naming of the new Fire Station #3 on SR 524. He provided information on the naming of buildings from the City of Cocoa Code and pointed out that Fire Station #3 is on time for completion. At this time, staff was seeking direction for the naming of the new station and that the name for this building was based on a recommendation from the Fire Chief. Staff was recommending it be named after David Salisbury. Fire Station #2 would be named after the first volunteer Fire Chief for the City of Cocoa.

City Manager Titkanich provided a detailed history of Mr. David Salisbury, including his service to the City of Cocoa.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Chief Prince mentioned that they have contacted Mr. Salisbury's family to inform them that this request was coming before Council.

VIII. CITY BUSINESS:

1. Approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $122,363, and to commit $30,591 towards the match requirement in the application to provide victim advocate services to crime victims. The total amount equals $152,954. (18-35). (Chief of Police)

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Blanco, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 01-2018/ 1st Reading: Relating to Disorderly Conduct; Amending the City Code to Add a New Section 14-2 Entitled "Disorderly Conduct". (18-41). (Chief of Police)

Attorney Garganese read Ordinance No. 01-2018 into the record, by title only as follows and noted this was the first reading. This ordinance lists seventeen acts that would be considered disorderly conduct. He and the Chief of Police have been working on this and it is modeled after other communities.

ORDINANCE NO. 01-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO DISORDERLY CONDUCT; AMENDING THE CITY CODE TO ADD A NEW SECTION 14-2 ENTITLED "DISORDERLY CONDUCT;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

* **MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to approve Ordinance No. 01-2018 on first reading.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

Aerial Glass, 1080 N. Fiske Boulevard, requested a recommendation letter from Mayor Parrish so that she can participate in an internship in Washington DC. Mayor Parrish agreed to do a letter.

Mr. Wegerif announced that Lee Wenner Park is now open but there is still a lot of work to be done.

Chief Prince reminded everyone that the Fire Station #1 Open House, is Saturday, February 24, 2018 at 10 a.m. He invited all to come and tour the new facility.

Ms. Maxwell announced that the next blood drive would be on Thursday, February 15th from 10-3 p.m. outside of City Hall.

Assistant City Manager Fuhrer advised that staff had done a great job on Lee Wenner Park and there were a few others items happening with that. They are doing the design and engineering of the shore line restoration, which is independent of any other waterfront planning going on. Additionally, with the park being reopened, the playground equipment is being removed. The restrooms were rehabbed but remain closed. They can be opened if the pavilion is rented or a special event happens.

Furthermore, on Saturday morning, he, along with Larry Lallo will be going to Fort Pierce to present the City's FIND application. It was approved and the engineering assessment that occurred at the waterfront came in and they would be seeking about $425,000 from FIND. They are able to give a five minute presentation and should receive the news right away. He went on to explain the area in which they would be restoring and the costs associated with restoring it to the way it was.

Mayor Parrish asked about the two boats left. In response, Assistant City Manager Fuhrer advised that the one known as the "Rocket" was tagged this last week. The owner resides in Rockledge.

City Manager Titkanich advised that the final comments are ready for the Center for Public Safety Management. They have looked at dates in March so that they

could set a workshop up. So far, available dates are as follows: March 6, 7, 8, 14, 26, 28, or 29th. The workshop will be at Fire Station #1 in the new Community Room. All Council was in favor of March 7th. They were working on scheduling a consultant to come to the meeting and a final copy of the study will be provided to Council in advance.

He further noted that the Constitution Revision Commission has wrapped up all of their meetings and there were two issues that were of particular importance to local government. He discussed those and announced that on Monday, February 19th from 1-7 pm at Eastern Florida State College the Florida CRC would be coming to the community. He will be in attendance and it is at the Maxwell King Center.

City Manager Titkanich assured Council that he is keeping up with legislative issues. He thanked the City's lobbyist and FLC for their Monday calls and legislative alerts. Senate Bill 432 will be heard before the first of four committees. There is a good chance it will be heard next week. This is in regards to CRA's and he encouraged members of the public to reach out to committees and ask them to keep and preserve CRA's.

Next, he spoke about a memo received from Alcalde and Fay regarding Tax Reform. He spoke about the Opportunities Zones Program and what it entailed. They are looking to see if there is an opportunity for the City/Diamond Square CRA to participate in this program. Staff will be following up on this and will possibly bring it back to Council.

City Manager Titkanich spoke about his attendance at the Sustainability Committee Summit on Thursday, February 8th. He mentioned that board applications for the City's Sustainability Advisory Committee are being accepted and can be turned into the City Clerk's office.

In closing, he noted he was leaving tomorrow for Tampa where he will attend the FCCMA 2018 Winter Institute.

Lastly, he advised that the tree trimming bill had been heard earlier in the day and he spoke of the liabilities and what local governments would have to do in regards to the bill.

Councilman Whipple congratulated Delores McLaughlin for the great job on the Health and Wellness Fair. He also thanked City staff who helped and mentioned it was at the Moore Center.

He stated that the City of Cocoa was truly open for business and he has attended several ribbon cutting events. He enjoys watching them and is always glad to have them in the City of Cocoa. He spoke of Dale Sorenson's ribbon cutting event on Harrison St. and pointed out that Ryan's Pizza provided the food.

Next, Councilman Whipple spoke about a dissatisfaction that he has about things not getting done in the City. He has spoken with both the City Manager and Assistant City Manager about this issue and is tired of talking about it. There is a vacant lot that is being utilized for trash and scrapping and is creating a health hazard. He is aware that Code has cited the property and that there have been things done in order to address the issue.

He has a constituent who calls on a regular basis regarding the stench. There are buzzards there having lunch on the property and it needs to be cleaned. The pile is getting larger and the stench more unbearable. He asked what if it was next to your home and your children went out and played. It needs to be fixed. He is not trying to step on toes but trying to represent those who he represents. He wants this taken care of and he had heard of and is worried about lawsuits. The issue is on South Wilson Street and it is an elderly lady who calls. He would not want it for his parents, relatives, or anyone else to have to put up with it.

He reiterated that he is tired of talking and this needs fixed.

Councilman Whipple asked for an update on the Consent Decrees by the next Council meeting. He is getting questions that he does not know how to answer and wants this by the next meeting. He would like for all Council to be educated. There are things mandated by a federal judge that are not being done.

Attorney Garganese clarified that he means the Voting Rights Consent Decree and the Heart of Cocoa Consent Decree. He agreed that he would provide an update and a briefing and agreed it might be a good time to refresh everyone's memory.

Councilman Whipple thanked him and noted there were members of Council who were not aware of the decrees.

Councilwoman Warner mentioned that the American Kennel Club puts out a newsletter and this month there was an article included regarding K9 Officer Copper. Photos were taken and included with the article, along with what he does for the City.

Lastly, she advised that most know that for the last few months she had been helping with the Cocoa Community First Thrift Store. As of February 28 it would be closing and they were having a big sale. She assured everyone they would make sure that the homeless people and other organizations who depend on them are taken care of before they close.

Chief Cantaloupe is considering reopening if some of the issues are worked out. They are paying a large amount of rent. Email Chief@cocoapolice.com if you like the store and wish for it to stay.

Councilman Boisvert spoke of neighborhood watch meetings that he attended and Coffee with a Cop at the Flying J this past Friday morning. Council and the City Manager participated and it was a great time.

Deputy Mayor Blanco noted it was a busy month. She mentioned her attendance at the Clearlake Isles ribbon cutting ceremony on February 6, 2018, her attendance at the first EDC meeting on February 7th and her first TPO meeting on February 8th.

She pointed out that the project happening on Tucker to Aurora Street in Cocoa will be completed on June 6, 2018.

She further spoke about her trip to Tallahassee and mentioned they met with a few representatives and SCLC delegations. There are several bills of great concern, for example, the local self-government bill, the CRA bill and Economic Development. These bills are very critical and vital and it is important to get information on these. She stressed to citizens the importance of having their voices heard by their representatives.

Mayor Parrish echoed Councilman Whipple's concerns about S. Wilson Street. He felt it was an embarrassment to Cocoa.

He announced that next Tuesday is the Mayor's Town Hall Meeting at the Civic Center at 6 p.m. It will be for citizen input only.

Mayor Parrish advised that he turned 55 the other day and it makes you reassess things. The truth of the matter is that last year he has been recruited very heavily to run for District 51, House of Representatives. He has a major army behind this effort. He plans to run for the seat and believes he has come a long way with the City. His heart is heavy and he knows this is the right thing to do. He believes that he can go and help and his support is heavy. He wants to move this district like no one ever has. He has filed his intent and in a few weeks he will be submitting a letter to the City Clerk that he plans to resign August 28th at 7 p.m. He has lived and breathed this for a long time and wants to make sure he leaves in a better condition in which he came.

Deputy Mayor Blanco added the Mayor Fitness Challenge event on March 3rd at Cocoa High School Stadium. It is just a walk but all are welcome.

City Manager Titkanich mentioned that this Saturday they were holding a Mardi Gras Parade as a fundraiser for the Cocoa Village Playhouse. The Wasdin's are working with the playhouse on this event. The City's antique fire truck will be in the parade. Anyone wishing to ride should be on the truck by 5:30 at the staging area on Delannoy Ave. Those members who stated they might attend are: Mayor Parrish, Deputy Mayor Blanco, and Councilman Whipple.

Capt. Ed Lanni stated that was big announcement and believed Mayor Parrish would go all of the way. He questioned the fleet parking lot at City Hall and asked why those City vehicles could not be housed at the Fleet compound. This way it would open up parking for staff. City Manager Titkanich mentioned that all of the departments have vehicles that stay parked there but assured him they could look into the possibility.

Mayor Parrish recognized Rashad Wilson in the audience.

In closing, he spoke of his appreciation for everyone and stated he has six months to push hard and get things done.

XI. ADJOURNMENT.

*** MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to adjourn the Regular meeting of February 13, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:26 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-70	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	2/20/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Clermont Danus Agreement No. 2017-89.pdf Quote LS 22 .pdf Quote LS 30 .pdf Quote LS 34 with WW Coating .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 20, 2018
Agenda Date: March 13, 2018
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 Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 Effective August 8, 2017 through August 7, 2020

BACKGROUND:

During a recent internal survey of lift station infrastructure, the Sewer Field Operations (SFO) staff identified several mechanical deficiencies to lift stations 22, 30, and 34. At this time, the deficiencies noted do not adversely affect lift station functionality, but contractor repairs are required to ensure the continued efficient and safe operation of these lift station assets. Available operating funds in the Sewer Field Operations Repair and Maintenance account will be used to fund the necessary repairs.

We are requesting the use of the City of Clermont Contract No. 2017-89 for Lift Station Rehabilitation Services. This contract has been reviewed by the City and has been determined to be applicable to the services required by Sewer Field Operations.

Staff recommends approval of the City of Clermont contract with Danus Utilities, Inc. to perform Lift Station Rehabilitation Services, and to authorize a budgeted expenditure for these services not to exceed $73,500.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$73,500
Account Number	421-4125-536.46-00, WS1409
Account Name	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On July 26, 2016, City Council approved participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Sanitary Sewer Manhole and Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2011-40 effective July 11, 2016 through July 11, 2017.

On April 11, 2017, City Council approve participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2011-40 effective July 11, 2016 through July 11, 2017.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89 effective August 8, 2017 through August 7, 2020.

AGREEMENT FOR
LIFTSTATION REHABILITATION SERVICES

THIS AGREEMENT, is made and entered into this 8th day of August 2017, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and DANUS UTILITIES, INC., whose address is: 4133 Saddle Club Dr., New Smyrna Beach, FL, 32168 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Clermont issue RFB 17-040 titled Sanitary Sewer Manhole and Lift Station Rehabilitation;

WHEREAS, CONTRACTOR submitted its response dated July 13, 2017 to RFB 17-040;

WHEREAS, CITY desires to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 17-040 and CONTRACTOR's response thereto;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE I – SCOPE OF WORK

The CONTRACTOR shall furnish labor, materials, equipment, machinery, tools, apparatus and transportation and perform all of the work for liftstation rehabilitation services as set forth in Exhibit "B", Statement of Work, described in CITY's RFB 17-040 and CONTRACTOR's July 13, 2017 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

ARTICLE II – THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

ARTICLE III – TERM AND TERMINATION

1. This Agreement is to become effective upon execution by both parties, and shall remain in effect for a period of three (3) years thereafter, unless terminated or renewed as provided for herein.

2. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement if: a) without cause and for convenience upon thirty (30) days written notice to

CONTRACTOR b) CONTRACTOR is adjudged to be bankrupt; c) CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. 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 and accepted prior to the effective date of termination.

3. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one (1) year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).

ARTICLE IV – COMMENCEMENT AND COMPLETION OF WORK

CITY shall authorize services to be provided hereunder by issuing a purchase order to CONTRACTOR. Prior to the issuance of a purchase order, CITY shall notify CONTRACTOR and CONTRACTOR shall, at its expense, within twenty-four 24 business hours of such notification pick-up the subject tires.

ARTICLE V – PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of the vehicle to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted and undisputed services provided, within thirty (30) calendar days of receipt of the invoice.

ARTICLE VI – DISPUTE RESOLUTION - MEDIATION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.

2. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

ARTICLE VII – INSURANCE AND INDEMNIFICATION RIDER

1. Worker's Compensation Insurance - The CONTRACTOR shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

2. CONTRACTOR's Public Liability and Property Damage Insurance - The Contactor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be minimum limits as follows:

(a) CONTRACTOR's Comprehensive General, $1,000,000 Each
($2,000,000 aggregate)
Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit
(b) Automobile Liability Coverages, $1,000,000 Each
Bodily Injury & Property Damage Occurrence,
Combined Single Limit

3. Indemnification Rider

(a) To cover to the fullest extent permitted by law, the CONTRACTOR 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 the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

(b) In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(c) The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

ARTICLE VIII – NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: Danus Utilities, Inc.
4133 Saddle Club Dr.
Sanford, FL 32771
Attn: Dan J. Pardus, President

CITY: City of Clermont
Attn: Darren Gray, City Manager
685 W. Montrose Street
Clermont, FL 34711

ARTICLE IX – MISCELLANEOUS

1. Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

2. Waiver. The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

3. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this

Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

4. Amendment. Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

5. Entire Agreement. This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

6. Assignment. Except in the event of merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.

7. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

8. Applicable Law. This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9. Public Records. Contractor expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

   (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

   (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

   (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

   (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all

records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, (352) 241-7331.

ARTICLE X – AGREEMENT DOCUMENTS

The Agreement Documents, as listed below are herein made fully a part of this Agreement as if herein repeated.

Document Precedence:

1. This Agreement

2. Purchase Order

3. All documents contained in City of Clermont RFB 17-040 and any amendments thereto.

4. CONTRACTOR's July 13, 2017 response to RFB 17-040.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of August, 2017.

City of Clermont

Gail L. Ash

Gail L. Ash, Mayor

Attest:

Tracy Ackroyd Howe, City Clerk

DANUS UTILITIES, INC.

By: _____
(Signature)

Dane J Pardus / President
(Name & Title Printed or Typed)

Attest: _____
Corporate Secretary

Alice Pardus
(Name Printed or Typed)

EXHIBIT A

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100 / S.F.	$25.00	$2,500.00
10.a	Bypass 8 in. Sewer Setup	9 / Each	$750.00	$6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4 / Each	$900.00	$3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4 / Each	$1,000.00	$4,000.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
10.d	Sewer Bypass 4 in. Pump	25 / per day	$600.00	$15,000.00
10.e	Sewer Bypass 6 in. Pump	10 / Per Day	$650.00	$6,500.00
10.f	Sewer Bypass 8 in. Pump	10 / Per Day	$900.00	$9,000.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10 / Each	$2,250.00	$22,500.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4 / Each	$3,300.00	$13,200.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4 / Each	$5,300.00	$21,200.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5 / Each	$500.00	$2,500.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2 / Each	$600.00	$1,200.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2 / Each	$700.00	$1,400.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2 / Each	$800.00	$1,600.00
13	Removal of Existing Coating	200 / S.F.	$7,50	$1,500.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10 / Each	$6,100.00	$61,000.00
14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4 / Each	$8,300.00	$,33,200.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4 / Each	$14,000.00	$56,000.000
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4 / Each	$18,000.00	$72,000.000

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4 / Each	$21,800.00	$87,200.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5 / Each	$4,600.00	$23,000.00
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate	2 / Each	$4,900.00	$9,800.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch	5 / Each	$6,600.00	$33,000.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch	2 / Each	$6,900.00	$13,800.00
17.a	Temporary Bypass Riser – 4 in.	5 / Each	$1,000.00	$5,000.00
17.b	Temporary Bypass Riser – 6 in.	2 / Each	$1,200.00	$2,400.00
17.c	Temporary Bypass Riser – 8 in.	2 / Each	$1,400.00	$2,800.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10 / Each	$1,750.00	$17,500.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5 / Each	$2,075.00	10,375.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5 / Each	$2,760.00	$13,800.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5 / Each	$3,320.00	$16,600.00
20	Furnish and Install 3 in. Drain	5 / Each	$400.00	$2,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5 / Each	$350.00	$1,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5 / Each	$800.00	$4,000.00
22.b	Drain and Clean Wet Well – 8 ft.	2 / Each	$1,000.00	$2,000.00
22.c	Drain and Clean Wet Well – 10 ft.	3 / Each	$1,200.00	$3,600.00
22.d	Drain and Clean Wet Well – 12 ft.	3 / Each	$1,400.00	$4,200.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
23.a	Connect Lift Station Piping to Existing Force Main – 4 in.	5 / Each	$1,000.00	$5,000.00
23.b	Connect Lift Station Piping to Existing Force Main – 6 in.	2 / Each	$1,100.00	$2,200.00
23.c	Connect Lift Station Piping to Existing Force Main – 8 in.	2 / Each	$1,200.00	$2,400.00
23.d	Connect Lift Station Piping to Existing Force Main – 10 in.	2 / Each	$1,350.00	$2,700.00
23.e	Connect Lift Station Piping to Existing Force Main – 12 in.	2 / Each	$1,575.00	$3,150.00
24.a	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original base bid price)	2 / Each	$7,000.00	$14,000.00
24.b	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 6 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$9,000.00	$27,000.00
24.c	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 8 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$14,000.00	$42,000.00
24.d	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 10 in. (This price will be either added if more or subtracted if less from original base bid price)	3 / Each	$18,000.00	$54,000.00
24.e	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 12 in. (This price will be either added if more or subtracted if less from original base bid price)	3/ Each	$21,800.00	$65,400.00
25.a	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1/Each	$8,300.00	$8,300.00

REVISED SECTION – C
PRICE SCHEDULE

GROUP 2 PRICING (LIFSTATION REHABILITATION)				
L.N.	Description	Est. Qty / Unit	Unit Price	Extended Price
25.b	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1/Each	$11,200.00	$11,200.00
25.c	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1/Each	$14,250.00	$14,250.00
25.d	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1/Each	$21,250.00	$21,250.00
26.a	2-in. Line Stop	1/Each	$3,250.00	$3,250.00
26.b	4-in. Line Stop	1/Each	$4,000.00	$4,000.00
26.c	6-in. Line Stop	1/Each	$4,250.00	$4,250.00
26.d	8-in. Line Stop	1/Each	$5,000.00	$5,000.00
26.e	10-in. Line Stop	1/Each	$6,750.00	$6,750.00
26.f	12-in. Line Stop	1/Each	$7,250.00	$7,250.00
26.g	14-in. Line Stop	1/Each	$8,500.00	$8,500.00
26.h	16-in. Line Stop	1/Each	$9,500.00	$9,500.00
			Total Amount	**$908,825.00**

REVISED SECTION – C
PRICE SCHEDULE

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	Danus Utilities, Inc.
Street Address:	3725 Delphini Park Lane, Sanford, FL 32771
Mailing Address (if different):	4133 Saddle Club Dr, New Smyrna Beach, FL 32168
Telephone:	386-233-5588 Fax: 407-878-1254
Email:	Danus Utilities, Inc. Payment Terms: ____ % ____ days, net ____
FEIN:	27 - 0404772 Professional. License No.: CUC1224744
Signature:	Date: 7/13/2017
Print Name:	Dan J Pardus Title: President
Does the respondent accept payment using the City's MASTERCARD?	☐ Yes ☒ No

END OF SECTION – C

PART 1: GENERAL

1.01 SUMMARY

A. These specifications shall govern all labor, material, equipment and appliances necessary for sanitary sewer manhole and lift station rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids and restoration of the structural integrity of the manhole/ lift stations as a result of the application of a monolithic fiber-reinforced structural/structurally enhanced pure calcium alimunate cementitious liner to the wall, ceiling and bench surfaces of concrete, brick or any other masonry construction material. Including lift station piping rehabilitation as detailed in specifications.

1.02 SUBMITTALS

A. Submit manufacturer's material data and application and installation instructions for all products used for approval prior to use.

B. Provide documentation that the proposed manhole/lift station rehabilitation process has a minimum three (3) year history/experience for reconstruction of sanitary sewer manholes and lift station on projects of similar size and scope (SEE PART 4, MINIMUM QUALIFICATIONS AND REQUIREMENTS).

1.03 QUALITY ASSURANCE

A. Use, mix, apply and cure all products in accordance with the manufacturer's recommendations and instructions.

B. Install all products in accordance with the manufacturer's recommendations and instructions.

PART 2: PRODUCTS

2.01 MATERIALS

A. Patching Mix:

1. A quick-setting, fiber-reinforced, calcium aluminate-based cementitious material for patching and filling voids and cracks.

B. Infiltration Control Mix:

1. A rapid-setting cementitious product specifically formulated for infiltration control.

C. Grouting Mix:

1. A rapid-setting cementitious grout specifically formulated for stopping very active infiltration and filling voids.
2. A rapid setting chemical grout specifically formulated for stopping very active infiltration.

D. Liner Mix:

1. A fiber-reinforced pure-fused calcium aluminate cement and calcium aluminate aggregate to be wet mixed and low pressured spray applied to form the structural/structurally enhanced monolithic cementitious liner covering all interior manhole surfaces. Liner material to be SewperCoat, Strong Seal, Parson CA Liner + Cement Plus, Maximum CA + Cement. No substitutions will be allowed.

2. Materials shall be pre-mixed and specially formulated to withstand H2S (hydrogen sulfide) bacterial corrosion and abrasion in sewer networks.

3. The products mentioned above must be accompanied by a certified letter from the manufacturer and a letter from the contractor for a 10-year warranty.

E. Bonding Compound:

Material shall be modified cementitious bonding compound that protects exposed reinforcement steel and enhances bond of overlay to substrate.

F. Water:

Water shall be clean and potable and shall be provided by the city at designated fill stations.

PART 3: EXECUTION

3.01 PREPARATION

A. Place covers over sewer inverts to prevent extraneous material from entering the sewer lines.

B. Remove foreign, loose and unsound concrete and masonry material not able to be removed by high pressure water spray may require the use of mason's or mechanical tools for removal.

C. Clean the interior surfaces of the manhole/lift station with high pressure (3,500 psi minimum) water spray, using detergent, muriatic acid, antibacterial agent or other chemicals to remove grease, oil and other contaminants that would prevent good bond between the existing manhole interior surface and the liner material.

D. Active hydrostatic leaks (infiltration) shall be stopped using the rapid-setting specially formulated infiltration control mix.

E. Very active hydrostatic leaks (infiltration) shall be stopped using one of the rapid-setting grouting mixes specially formulated for control of very active infiltration.

F. Clean and prepare exposed reinforcement steel, and apply and cure bonding compound, in accordance with the product manufacturer's instructions and recommendations.

G. Prepare cracks and voids to be patched and filled, and apply and cure patching mix, in accordance with the product manufacturer's instructions and recommendations.

H. Areas of manhole/lift station that are found to be structurally damaged and in need of repair beyond the scope of this specification shall be brought to the attention of the Director. A suitable repair method shall be developed for each area and submitted to the Director for review prior to commencing the repair.

I. Prepare, clean and repair manhole/lift station benches and inverts in the same manner as prescribed above.

3.02 LINER APPLICATION, CURING AND TESTING

A. Prepare manhole/lift station surfaces, wet batch-mix liner materials low pressure spray apply liner mix to the manhole ceiling, wall and bench surfaces and allow liner to cure in accordance with the product manufacturer's instructions and recommendations.

B. Liner application shall be 1/2" for manholes and 1" for wet wells minimum thicknesses. The application shall be completed with a minimum of two coats. The first coat shall be applied at a thickness adequate to cover the substrate and be trowled to compact the material into voids and set the bond. The second coat shall be applied to ensure complete coverage at the specified thickness.

C. Inverts shall be lined with patching mix, trowl applied in one coat to a 1" minimum thickness.

D. Prepare, label and submit recommended daily or per lot test specimens for testing.

3.03 CLEANING

A. Clean manhole/lift station interiors and remove all construction-related materials, equipment and appliances from the manhole/lift station prior to reinstatement to service.

3.04 LIFT STATION REHABILITATION

A. By-pass pumps must be sound attenuated and meet the minimum flow requirements for each station. The system shall have a second pump tied in and ready in case the primary pump fails. The system shall be monitored 24 hours a day by remote dialer and contractor personnel. The contractor is responsible for emergency calls day and night while it is on by-pass pumps. By-pass system shall be tested to ensure proper operation. The city must witness the testing and sign off prior to starting rehabilitation. By-pass requirements (Minimum):

LS E1	955 GPM @ 75 TDH force main pressure with pumps on is 26 psi
LS E2	1250 GPM @ 115 TDH force main pressure with pumps on is 43 psi
LS E3	1398 GPM @ 95 TDH force main pressure with pumps on is 37 psi
LS 18	425 GPM @ 50 TDH force main pressure with pumps on is 20 psi
LS E16	1028 GPM @ 60 TDH force main pressure with pumps on is 48 psi

B. Temporary pump out riser will need to be installed first and may be left as the emergency pump out. The city will help determine that best location of this for both parties. The riser shall consist of a flanged P-401 spool coming up above grade, flanged P-401 90, MJ P-401 Tee, two MJ gate valves with valve boxes and all necessary restraint devises. A flanged aluminum male cam-lock and dust cap with a 6" flanged ¼ turn plug valve should be installed on the elbow after job is completed.

C. The contractor is responsible for the removal of pumps, pipes, and valves. The city will disconnect the pump leads, remove floats and transducer. The pumps

are to be given to the city after removal. All other materials are to be hauled and disposed of by the contractor.

D. Installation of base elbows shall be per manufacturers' specifications. The bases shall be Flygt dual rail design. Existing pumps will need the top bolt on guide rail bracket. Guide rails shall be 3" stainless steel with a stainless guide rail bracket. Any modification to the existing floor or fillet for proper installation shall be included in pricing.

E. Ductile Iron pipe and fittings shall be P-401 lined. All flanged connections shall have 316 stainless steel nuts & bolts. The use of an anti-seizing compound is required on all bolts.

F. Valves inside the valve box shall be Mueller, American, Clow, Dezurik, or Pratt. Check valves shall be flanged L/W type with rubber disc seal. Plug valves shall be flanged ¼ turn direct nut with 80% opening.

G. Pressure gauges shall be installed on each discharge pipe downstream of the plug valve. The ½" tap can be directly into the ductile iron pipe. Stainless steel nipples and ball valve shall be used to make the connection. Gauges shall be 4-1/2" SS liquid filled with diaphragm.

H. Vent cap shall be all SCH-80 PVC fittings. Use 4" elbows and Vanstone flanges with a SS screen between them.

I. Use a 12'-0" average riser length for line item 14.a, 14.b, 14.c and alternate price for line item 1.a, 1.b, 1.c in Section C, Price Schedule of this RFB.

3.05 ALTERNATE BID

A. HDPE SDR-11 IPS pipe riser shall be factory butt fused. The riser shall have a flange adapter with SS backup ring, 90 elbow and enough pipe to go through the wall to the restrained coupling between the wet well and valve box. The height may be adjusted with one fusion coupling. The use of a SS stiffener is required at the MJ connection.

B. A 316 stainless steel base plate must be used. Plates shall be at least 12" x 12" x ½" thick (base plate to be used with HDPE only).

C. Pipe bracing is required every 8 feet minimum. The first must be within 6 inches of the top elbow. The bracing must be 316 stainless steel, going from wall to wall behind the risers with a stainless steel U-bolt holding the riser to the brace. All nuts shall be vinyl locking stainless steel.

PART 4: MINIMUM QUALIFICATIONS AND REQUIREMENTS

The installer **SHALL** have been engaged in the installation of Manhole and Lift Station System Rehabilitation Contracting Services for a minimum of Three (3) years and have rehabilitated a minimum of Five Hundred (500) sanitary sewer manholes and Fifteen (15) lift stations, in the State of Florida, utilizing a system that offers pure fused Calcium Aluminate.

The installer **SHALL** include in their response a list of Ten (10) references, for which manhole, lift station, or wet well rehabilitation contracting services have been provided within the last Three (3) years. The reference list shall include the name of the company, contact person, telephone number, project duration, contract value and the number of manholes/lift station for each reference.

The selected contractor will be responsible for knowledge of and compliance with all relative local, state and federal codes and regulations.

For all work performed under this contract, the successful Contractor shall provide a competent job-site supervisor and any necessary assistants, all approved by the Utilities Department of City of Clermont. The job-site supervisor shall be present at all times while work is in progress. The job-site supervisor shall represent the Contractor at all times while all directions given him shall be binding as per the contract documents. The job-site supervisor shall have a minimum of Five (5) years' experience in the rehabilitation of Sanitary Sewer Manholes, Lift Stations, and Wet Wells utilizing a product that consists of a pure fused Calcium Aluminate Cementitious Liner.

Failure to provide the minimum qualifications and requirements with the bid response as described in this section may result in bid being non-responsive.

PART 5: MEASUREMENT AND PAYMENT

A. Payments to the Contractor shall be made on the basis of the units in Section C, Price Schedule as full and complete payment for furnishing all materials, labor, tools and equipment, and for performing all operations necessary to complete the rehabilitation work of sewer manholes, lift stations, and wet wells by various trenchless methods as authorized by the City. The City will establish an annual renewable contract for these services with the successful bidders as described in this solicitation.

   The unit prices stated in Section C, Price Schedule include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in Section C, Price

Schedule, shall be in accordance with its description of the item in this Section and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.

B. The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established in Section C, Price Schedule, the cost for that work shall be included in some other applicable item, so that the price for the item reflects the total price for completing the work in its entirety.

No separate payment will be made for the following work if required and its cost shall be included in appropriate payment items:

- Applications and pulling of all utility and construction permits;
- Dewatering and disposal of surplus water;
- Structural repairs;
- Cleanup;
- Testing materials and apparatus;
- Maintenance of utility service;
- Appurtenant work;
- Inspection Photo Records;
- Maintenance of Traffic

The following paragraphs will clarify the work included for the items listed in the Section C, Price Schedule.

MEASUREMENT

Payment under this Contract for authorized work shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the City unless otherwise specified. The City will witness all field measurements.

When depths are indicated in the bid items, they shall be measured vertically from the existing grade, paved or unpaved, to the pipe invert.

It is intended that all work required to complete this Work will be included in the various bid items as described in the following paragraphs.

1. CEMENTITIOUS LINING MANHOLE, BRICK, OR PRECAST REHABILITATION (1/2" thick minimum in manholes)

This item of work will be measured and paid for at the unit price per vertical foot of 48-inch or 60-inch diameter of manhole wall named in Section C. Measurement will be made from the bench, at its highest point, to the upper limit of actually treated wall, cone or chimney. Payment of the unit price per vertical foot will provide complete compensation for cleaning of the wall by both pressurized water and sand or soda blasting; relief of hydrostatic pressure outside the manhole, if necessary; injecting chemical grout to stop active leaks into the manhole, if necessary; furnishing and supplying of all materials or combination of materials making up the patching and coating (waterproofing) and applying or installing them; manufacturer's representative's presence or assistance, if required; isolation of the manhole by plugging entering lines; testing; safety equipment; and all incidentals necessary to obtain a watertight, sealed manhole wall and bench, compete in place.

Contractor will be responsible for the new coating that is applied only and not the existing coating.

Payment for bypass pumping, if required (other than because of damage caused by Contractor); will be paid for under a separate item.

2. CEMENTITIOUS LINING OF LIFT STATION/WET WELL SURFACES (1" thick minimum in wet wells)
   This item of work will be measured and paid at the unit price per square foot of wall in a lift station or wet well. Measurement will be made on the actual surface area repaired. Payment of the unit price per square foot will provide compensation for cleaning of the wall by both pressurized water and sand or soda media blasting methods; relief of hydrostatic pressure outside the structure if necessary; injecting chemical grout to stop active infiltration, if necessary; cleaning; surface preparation as specified herein; furnishing and supplying of all materials or combination of materials, including liner manufacture's representative's presence or assistance, if required; isolation of the lift station or wet well by plugging entering lines; testing; safety equipment for personnel; labor, tools and equipment; and all incidentals necessary to obtain a watertight, sealed wall and bench, compete in place.

   Contractor will be responsible for the new coating that is applied only and not the existing coating.

3. BYPASS PUMPING OF SEWERS

   a. BYPASS PUMP AND PIPING SETUP
      These pay items provide complete compensation for bypass pumping operations required for sewer manhole, lift station and wet

well rehabilitation. The Contractor shall attempt to perform the rehabilitation sewer work without bypass pumping. However, if in the opinion of the City bypass pumping is necessary, it will be identified as a payment item. The pay item is a one-time charge for all bypass pumping setup operations during a given lining installation, including services, regardless of the number of pumps required. Bypass pumping shall be bid on the basis of sewer size which is bypasses.

These items shall include, but are not limited to: all necessary and required traffic control; pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; labor; materials and/or any other costs associated with bypass pumping.

Plugging or blocking a sewer line shall be included in the appropriate bid item for which the flow must be stopped, this is considered incidental work and no additional payment shall be considered.

b. BYPASS PUMP
These items shall be paid for on a per day basis for operation of the bypass pumps. Bypass pump operation shall be on the basis of the size of the pump used. These items shall include fuel operating costs.

4. ADJUSTING EXISTING MANHOLE CASTINGS
These pay items provide complete compensation for furnishing all necessary labor, equipment and materials to adjust existing manholes to match existing elevations.

5. FURNISH NEW MANHOLE RING AND COVER
This pay item provides complete compensation for furnishing new manhole ring and covers as specified by the City.

6. RECONSTRUCT BENCH AND FLOW CHANNEL
This pay item provide complete compensation for furnishing all necessary labor, equipment and materials required to re-construct a complete bench and flow channel, as required per the City's minimum standards.

7. INSTALLATION OF CHIMNEY SEALS
These pay items provide complete compensation for furnishing all necessary labor, equipment and material required to install manhole chimney seals.

8. REMOVAL OF EXISTING COATINGS

These pay items provide complete compensation for furnishing all necessary labor, equipment and materials necessary to remove any existing coatings that may exist in full or any portion of an existing structure.

9. REMOVE AND REPLACE EXISTING PIPING AND VALVES
These pay items provide complete compensation for furnishing all necessary labor, equipment and materials necessary to remove and replace all existing piping, check valves, plug valves and all miscellaneous materials required for this installation. This work will start at existing pump bases and will terminate prior to where discharge piping exits existing valve vault. All work shall comply with City of Clermont minimum standards.

END OF SECTION – B

QUOTE

072617-1R

Date: 2/20/2018
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 22
E-mail: ccollier@cocoafl.org

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: raymond@danusutilities.com

QYT	Lift Station 22		TOTAL
2	**Bid Item 10.a / By-pass 8" sewer setup**	$750.00	$1,500.00
3	**Bid Item 10.d / Sewer By-pass 4" Pump**	$600.00	$1,800.00
2.5	**Bid Item 12.b / Reconstruct Lift Station Fillet**	$600.00	$1,500.00
1	**Bid Item 22.b / Drain & Clean wet well 8'-0"**	$1,000.00	$1,000.00
1.55	**Bid Item 24.a / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box**	$7,000.00	$10,850.00
	*****Pricing based on City of Clermont Annual Contract RFB No: 17-040*****		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	**$16,650.00**

Note: **Permitting by others.**

Scope of Work for Danus Utilities: F&I by-pass pumping, F&I SS base plates, F&I new 8" to 12" concrete floor w rebar and fiber re-inforced concrete, Furnish concrete pump, Reuse existing pump base elbows, Drain & Clean WW 8'-0" diameter, Cut existing 4" HDPE riser F&I new HDPE FLG x PE stubs 4' tall, Reconnect to existing

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature

Raymond Rogers
386-882-6200

QUOTE

072617-2R

Date: 2/20/2018
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 30
E-mail: ccollier@cocoafl.org

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: raymond@danusutilities.com

QYT	Lift Station 30		TOTAL
2	**Bid Item 10.a / By-pass 8" sewer setup**	$750.00	$1,500.00
3	**Bid Item 10.d / Sewer By-pass 4" Pump**	$600.00	$1,800.00
2.5	**Bid Item 12.b / Reconstruct Lift Station Fillet**	$600.00	$1,500.00
1	**Bid Item 22.b / Drain & Clean wet well 8'-0"**	$1,000.00	$1,000.00
1.55	**Bid Item 24.a / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box**	$7,000.00	$10,850.00
	*****Pricing based on City of Clermont Annual Contract RFB No: 17-040*****		
	Variations in piping configuration, specifications and scope of work cause the		
	bid items to be adjusted by using a multiplier either greater than or less than 1		
	to fit the scope required to complete the job as discussed on site.		
		TOTAL	**$16,650.00**

Note: **Permitting by others.**

Scope of Work for Danus Utilities: F&I by-pass pumping, F&I SS base plates, F&I new 8" to 12" concrete floor w rebar and fiber re-inforced concrete, Furnish concrete pump, Reuse existing pump base elbows, Drain & Clean WW 8'-0" diameter, Cut existing 4" HDPE riser F&I new HDPE FLG x PE stubs 4' tall, Reconnect to existing

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature

Raymond Rogers
386-882-6200

DANUS UTILITIES INC.
"WE DO IT RIGHT"

CUC # 1224744
PO Box 291671-32129, Port Orange, FL 32128
Phone: 386-233-5588 email: raymond@danusutilities.com

QUOTE

021618-2R

Date: 2/16/2018
Company: City of Cocoa
Attention: Chris Collier
JOB NAME: Lift Station 34
E-mail: ccollier@cocoafl.org

QYT	Lift Station 34		TOTAL
450	**Bid Item 9 / LS Surface Rehabilitation per S.F.**	$25.00	$11,250.00
2	**Bid Item 10.a / By-pass 8" sewer setup**	$750.00	$1,500.00
5	**Bid Item 10.d / Sewer By-pass 4" Pump**	$600.00	$3,000.00
2	**Bid Item 11.a / Furnish & Install pump base 4"**	$2,250.00	$4,500.00
2	**Bid Item 18.b / 2" SS Dual guide rails with brackets**	$2,075.00	$4,150.00
1	**Bid Item 20 / Furnish & Install 3" Drain**	$400.00	$400.00
1	**Bid Item 22.b / Drain & Clean wet well 8'-0"**	$1,000.00	$1,000.00
1.60	**Bid Item 24.b / Furnish & Install HDPE riser, bracket & base plate, check valves and plug valve through valve box**	$9,000.00	$14,400.00
	*****Pricing based on City of Clermont Annual Contract RFB No: 17-040*****		
		TOTAL	**$40,200.00**

Note: **Permitting by others.**

Scope of Work for Danus Utilities: F&I by-pass pumping, F&I SS base plates, F&I new 4" base elbows Drain & Clean WW, F&I 6" HDPE risers from base elbow to existing check valves in valve vault, F&I 3" drain with p-trap, F&I 2" SS guide rails with upper guide brackets, F&I fittings to correct center line in wet well F&I Raven 405 epoxy liner in wet well.

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature

Raymond Rogers
386-882-6200

Legislation Details (With Text)

File #:	18-75	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	2/23/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve Task Order 2018-21 with JoBear Contracting, Inc. to provide Valve Improvements; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $52,265 (10% Contingency) for a Total Project Amount of $574,914.93. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-JOBEAR CONTRACTING 2018-21 (3-13-18) $522649.93.pdf Resolution - Valve Improvements Project Contingency.pdf JoBear Quote - FY18 Valve Improvements.pdf Maxwell Quote - FY18 Valve Improvements.pdf No Bid Info Valve Improvements Project - Feb 2018 RFQ - 2015 Water Valve Improvements Program (DUE 2 16 18 @ 3 00 PM).msg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 23, 2018
Agenda Date: March 13, 2018
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2018-21 with JoBear Contracting, Inc. to provide Valve Improvements; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $52,265 (10% Contingency) for a Total Project Amount of $574,914.93

BACKGROUND:

As part of the on-going potable water valve infrastructure assessment program, the Utilities Department, in consultation with CH2M/Jacobs, identified eight (8) specific locations within the City of Cocoa's water system that are in critical need of valve replacement or installation. Installing these necessary in-line gate valves ensures that the connected water mains can be sufficiently isolated during routine maintenance and/or emergency repair operations. Possessing the ability to isolate portions of the water main infrastructure is critical to the safe and efficient repair of the water main while minimizing the number of connections directly affected by the planned/unplanned water outage.

The work consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals; and performing all work specified in the construction plans and specifications.

Through the use of RFQ-13-01-COC, Utilities General Construction Contractor, the Utilities Department requested quotes from the City's four prequalified contractors. The lowest and best quote came from JoBear Contracting, Inc. in the amount of $522,649.93.

City staff is also requesting that City Council approve an additional $52,265 as contingency for the project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although staff does not anticipate change orders, with a project of this size there is always a possibility of unknown obstacles in the field that would require changes to the project. If a change order is needed, the additional amount will allow the project to continue to move forward little or no delay. The additional $52,265 will not be added to the initial purchase order and each change order will be reviewed by staff before it is forwarded to the City Manager for approval.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$574,914.93
Account Number	421-4025-536.46-00, WS11VR
Account Name	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Task Order 2018-21 with JoBear Contracting, Inc. to provide Valve Improvements; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $52,265 (10% contingency) for a Total Project Amount of $574,914.93.

Task Order Request Form

Utilities General Construction Contractors

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-13-01-COC **Vendor:** JoBear/Warden Constuction

Dept./Division Name: Utilities / WFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2018.02.23 08:03:51 -05'00' **Date:** 2/22/18

Project Number: WS11VR **Title:** Field Operations Technician

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: 2018-21 **Dated:** 2/16/18 **Amount:** $ 522,649.93

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2018.02.23 09:48:30 -05'00'

Director's Signature

Scope of Services / Justification for Amendment

The work consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals; and performing all work specified in the construction plans and specifications, for installation and construction of new in-line gate valves on the City of Cocoa Utilities Department water main system, at eight (8) specific locations within the City of Cocoa and unincorporated areas of Brevard County including Merritt Island and the area between Cocoa Beach and Cape Canaveral.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2018-21

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 2/27/18 **Signature:** Lora Howell Digitally signed by Lora Howell Date: 2018.02.27 08:00:36 -05'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

1) **Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.**
2) **Director: review and approve, forward both to Procurement Card Coordinator (PCC).**
3) **PCC: assign a Task Order No. and forward everything to Purchasing Manager.**
4) **Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.**
5) **City Manager: review all documents (if under $50K), approve and forward to PCC.**
6) **PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.**

RESOLUTION NO. 2018-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE VALVE IMPROVEMENTS PROJECT NO. WS11VR IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10% CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on March 13, 2018, the City Council authorized the City Manager to proceed with the Valve Improvements Project No. WS11VR, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Valve Improvements Project No. WS11VR, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $522,649.93 and allows for a 10% contingency in the amount of $52,265 set aside for possible change orders, for a total of $574,914.93 for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on March 13, 2018.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

SECTION 00300
QUOTE FORM
2015 COCOA WATER VALVE IMPROVEMENTS PROJECT

City of Cocoa

Proposal of JOBEAR CONTRACTING, INC
(Name)
1950 DANR DR PALM BAY FL 32905
(Address)

to furnish all materials, service, equipment, and labor required, for the 2015 COCOA WATER VALVE IMPROVEMENTS PROJECT as specified in the quote documents.

The undersigned has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

TOTAL BASE QUOTE	$ 522,649 93

FIVE HUNDRED TWENTY TWO THOUSAND SIX HUNDRED FORTY NINE DOLLARS & 93/100 CENTS Dollars
(Grand Total Written in words)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE QUOTE BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned also agrees to commence the work with an adequate force and equipment within thirty (30) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work shall be substantially complete (i.e. ready for final inspection) no later than August 31, 2018 and must be fully completed within 30 days thereafter.

   Liquidated damages of $500 per calendar day shall be assessed beginning September 1, 2018

2) The Contractor shall procure and shall maintain the insurance requirement during the life of this Contract.

JOBEAR CONTRACTING, INC
(Company or Corporation Name)

1450 DANA DR
(Street or P.O. Box)

PALM BAY FL 32905
(City, State and Zip Code)

321-723-3571
(Area Code and Phone Number)

321 728 5619
(Area Code and Fax Number)

rob@jobearinc.com
(Email Address)

By: ROBERT BEATTY VICE PRESIDENT
(Name Printed and Title)

ROBERT BEATTY
(Signature)

Bid Form

Jobear Contracting, Inc. 1950 Danr Dr. Palm Bay FL 32905

2015 Cocoa Water Valve Improvements Project

Revised 2/16/2018

Revised 2/14/18

BMEG File # 379111-bf

Date: 05/24/17

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-1	Mobilization (less than or equal to 9%)	1	LS	Thirty five thousand dollars & 00/100 cents	$ 35,000.00	$ 35,000.00

Location 1

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	Six hundred ninety dollars & 00/100 cents	$ 690.00	$ 690.00
101-3	Record drawings	1	LS	One thousand one hundred fifty dollars & 00/100 cents	$ 1,150.00	$ 1,150.00
102-1	Maintenance of traffic	1	LS	Three thousand one hundred sixty five dollars & 00/100 cents	$ 3,165.00	$ 3,165.00
104-30	Erosion control	1	LS	Eight hundred sixty five dollars & 00/100 cents	$ 865.00	$ 865.00
110-1-1	Clearing and grubbing	1	LS	Five thousand four hundred sixty five dollars and 00/100 cents	$ 5,465.00	$ 5,465.00
121-70	Flowable fill, excavatable	15	CY	Two hundred eighty seven dollar & 50/100 cents	$ 287.50	$ 4,312.50
327-70-1	Temporary asphalt patch, 2" deep	23	SF	Eighty dollars & 50/100 cents	$ 80.50	$ 1,851.50
334-1-21	Superpave asph., SP-12.5, traf. C, 1"	0	TN			
334-1-22	Superpave asph., SP-12.5, traf. C, 2"	0	TN			
400-1-2	6" Concrete thrust collar	3	EA	One thousand fifty three dollars & no cents	$ 1,553.00	$ 4,659.00
520-1-10	Concrete curb & gutter	32	LF	Sixty two dollars & 70/100 cents	$ 62.70	$ 2,006.40
570-1-3	Sod	20	SY	Twenty dollars & no cents	$ 20.00	$ 400.00
1050-11-223	6" PVC watermain	24	LF	Eighty dollars & 50/100 cents	$ 80.50	$ 1,932.00
1055-11-422	6"x6" Tee	1	EA	Nine hundred seventy eight dollars and 00/100 cents	$ 978.00	$ 978.00
1055-11-492	6" Transition coupling	3	EA	Eight hundred sixty three dollars & 00/100 cents	$ 863.00	$ 2,589.00
1080-11-304	6" Gate valve	2	EA	One thousand nine hundred twenty seven dollars & 00/100 cents	$ 1,927.00	$ 3,854.00

Location 2

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	Six hundred ninety dollars & 00/100 cents	$ 690.00	$ 690.00
101-3	Record drawings	1	LS	One thousand one hundred fifty dollars & 00/100 cents	$ 1,150.00	$ 1,150.00
102-1	Maintenance of traffic	1	LS	Three thousand one hundred sixty five dollars & 00/100 cents	$ 3,165.00	$ 3,165.00
104-30	Erosion control	1	LS	Eight hundred sixty five dollars & 00/100 cents	$ 865.00	$ 865.00
110-1-1	Clearing and grubbing	1	LS	Five thousand four hundred sixty five dollars and 00/100 cents	$ 5,465.00	$ 5,465.00
121-70	Flowable fill, excavatable	4	CY	Two hundred eighty seven dollar & 50/100 cents	$ 287.50	$ 1,150.00
327-70-1	Temporary asphalt patch, 2" deep	6	SF	Two hundred dollars & 68/100 cents	$ 200.68	$ 1,204.08
334-1-21	Superpave asph., SP-12.5, traf. C, 1"	0.0	TN			
334-1-22	Superpave asph., SP-12.5, traf. C, 2"	0.0	TN			
400-1-2	6" Concrete thrust collar	2	EA	One thousand fifty three dollars & no cents	$ 1,553.00	$ 3,106.00
400-1-3	8" Concrete thrust collar	1	EA	One thousand nine hundred fifty five dollars & 00/100 cents	$ 1,955.00	$ 1,955.00
425-1-3	Remove & replace conc. Inlet throat	1	EA	Seven thousand seven hundred sixty three dollars & 00/100 cents	$ 7,763.00	$ 7,763.00
520-1-10	Concrete curb & gutter	12	LF	Fifty seven dollars & 00/100 cents	$ 57.00	$ 684.00
570-1-3	Sod	10	SY	Sixty six dollars & 15/100 cents	$ 66.15	$ 661.50
711-11-123	Temporary thermoplastic, std., white, solid, 12"	100	LF	Twenty two dollars & 40/100 cents	$ 22.40	$ 2,240.00

1050-11-223	6" PVC watermain	18	LF	One hundred thirty five & 70/100 cents	$ 135.70	$ 2,442.60
1055-11-292	PVC spool w/6" solid sleeve	1	EA	One thousand six hundred sixty eight & 00/100 cents	$ 1,668.00	$ 1,668.00
1055-11-492	6" Transition coupling	2	EA	Nine hundred seventy seven dollars and 50/100 cents	$ 977.50	$ 1,955.00
1080-11-304	6" Gate valve	1	EA	One thousand nine hundred twenty seven dollars & 00/100 cents	$ 1,927.00	$ 1,927.00
1080-11-404	8" Gate valve	1	EA	Two thousand seven hundred sixty dollars & 00/100 cents	$ 2,760.00	$ 2,760.00
1080-11-307	6" Line stop assembly	1	EA	Seven thousand seven hundred sixty three dollars & 00/100 cents	$ 7,763.00	$ 7,763.00
1080-11-407	8" Line stop assembly	1	EA	Nine thousand two hundred dollars & 00/100 cents	$ 9,200.00	$ 9,200.00

Location 3

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	Six hundred ninety dollars & 00/100 cents	$ 690.00	$ 690.00
101-3	Record drawings	1	LS	One thousand one hundred fifty dollars & 00/100 cents	$ 1,150.00	$ 1,150.00
102-1	Maintenance of traffic	1	LS	Three thousand one hundred sixty five dollars & 00/100 cents	$ 3,165.00	$ 3,165.00
104-30	Erosion control	1	LS	Eight hundred sixty five dollars & 00/100 cents	$ 865.00	$ 865.00
110-1-1	Clearing and grubbing	1	LS	Five thousand four hundred sixty five dollars and 00/100 cents	$ 5,465.00	$ 5,465.00
121-70	Flowable fill, excavatable	19	CY	Two hundred eighty seven dollar & 50/100 cents	$ 287.50	$ 5,462.50
285-704	Limerock driveway, 6"	15	SY	Fifty seven dollars & 50/100 cents	$ 57.50	$ 862.50
327-70-1	Temporary asphalt patch, 2" deep	29	SF	Fifty four dollars & 60/100	$ 54.60	$ 1,583.40
334-1-21	Superpave asph., SP-12.5, traf. C, 1"	0.0	TN			
334-1-22	Superpave asph., SP-12.5, traf. C, 2"	0.0	TN			
400-1-1	4" Concrete thrust collar	1	EA	One thousand four hundred thirty eight dollars & 00/100 cents	$ 1,438.00	$ 1,438.00
400-1-2	6" Concrete thrust collar	2	EA	One thousand seven hundred twenty five dollars & 00/100	$ 1,725.00	$ 3,450.00
570-1-3	Sod	15	SY	Fifty four dollars & 65/100	$ 54.65	$ 819.75
1050-11-222	4" PVC watermain	2	LF	Five hundred sixty three dollars & 50/100 cents	$ 563.50	$ 1,127.00
1050-11-223	6" PVC watermain	8	LF	Two hundred thirty dollars & 00/100 cents	$ 230.00	$ 1,840.00
1055-11-421	6"x4" Tee	1	EA	Nine hundred seventy seven dollars and 50/100 cents	$ 977.50	$ 977.50
1055-11-491	4" Transition coupling	1	EA	Nine hundred seventy seven dollars and 50/100 cents	$ 977.50	$ 977.50
1055-11-492	6" Transition coupling	2	EA	One thousand six hundred ten dollars & 00/100 cents	$ 1,610.00	$ 3,220.00
1080-11-204	4" Gate valve	1	EA	One thousand six hundred ten dollars & 00/100 cents	$ 1,610.00	$ 1,610.00

Location 4

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	Six hundred ninety dollars & 00/100 cents	$ 690.00	$ 690.00
101-3	Record drawings	1	LS	One thousand one hundred fifty dollars & 00/100 cents	$ 1,150.00	$ 1,150.00
102-1	Maintenance of traffic	1	LS	Three thousand one hundred sixty five dollars & 00/100 cents	$ 3,165.00	$ 3,165.00
104-30	Erosion control	1	LS	Eight hundred sixty five dollars & 00/100 cents	$ 865.00	$ 865.00
110-1-1	Clearing and grubbing	1	LS	Five thousand four hundred sixty five dollars and 00/100 cents	$ 5,465.00	$ 5,465.00
121-70	Flowable fill, excavatable	7	CY	Two hundred eighty seven dollar & 50/100 cents	$ 287.50	$ 2,012.50
327-70-1	Temporary asphalt patch, 2" deep	11	SF	One hundred twelve dollars & 15/100 cents	$ 112.15	$ 1,233.65
334-1-21	Superpave asph., SP-12.5, traf. C, 1"	0.0	TN			
334-1-22	Superpave asph., SP-12.5, traf. C, 2"	0.0	TN			
400-1-1	4" Concrete thrust collar	2	EA	One thousand four hundred thirty seven dollars & 50/100 cents	$ 1,437.50	$ 2,875.00
400-1-2	6" Concrete thrust collar	2	EA	One thousand eight hundred ninety seven dollars & 50/100 cents	$ 1,897.50	$ 3,795.00
520-1-10	Concrete curb & gutter	18	LF	Forty three dollars & 15/100 cents	$ 43.15	$ 776.70
522-6	Concrete driveway, 6" thick w/fiber	27	SY	Eighty nine dollars & 15/100 cents	$ 89.15	$ 2,407.05
570-1-3	Sod	35	SY	Fifty one dollars & 75/100 cents	$ 51.75	$ 1,811.25

1050-11-222	4" PVC watermain	4	LF	Three hundred sixty eight dollars & 00/100 cents	$ 368.00	$ 1,472.00
1050-11-223	6" PVC watermain	29	LF	One hundred eighty four dollars & 00/100 cents	$ 184.00	$ 5,336.00
1055-11-421	6"x4" Tee	1	EA	One thousand three hundred twenty two dollars & 50/100 cents	$ 1,322.50	$ 1,322.50
1055-11-491	4" Transition coupling	1	EA	Nine hundred seventy seven dollars and 50/100 cents	$ 977.50	$ 977.50
1055-11-492	6" Transition coupling	2	EA	One thousand four hundred thirty seven dollars & 50/100 cents	$ 1,437.50	$ 2,875.00
1060-15	Replace valve box	1	EA	Eight hundred sixty three dollars & 00/100 cents	$ 863.00	$ 863.00
1080-11-204	4" Gate valve	1	EA	One thousand four hundred thirty seven dollars & 50/100 cents	$ 1,437.50	$ 1,437.50
1080-11-207	4" Line stop assembly	1	EA	Six thousand six hundred seventy dollars & 00/100 cents	$ 6,670.00	$ 6,670.00
1080-11-304	6" Gate valve	1	EA	Two thousand one hundred eighty five dollars & 00/100 cents	$ 2,185.00	$ 2,185.00
1080-11-307	6" Line stop assembly	1	EA	Seven thousand seven hundred sixty three dollars & 00/100 cents	$ 7,763.00	$ 7,763.00

Location 5

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	Six hundred ninety dollars & 00/100 cents	$ 690.00	$ 690.00
101-3	Record drawings	1	LS	One thousand one hundred fifty dollars & 00/100 cents	$ 1,150.00	$ 1,150.00
102-1	Maintenance of traffic	1	LS	Three thousand one hundred sixty five dollars & 00/100 cents	$ 3,165.00	$ 3,165.00
104-30	Erosion control	1	LS	Eight hundred sixty five dollars & 00/100 cents	$ 865.00	$ 865.00
110-1-1	Clearing and grubbing	1	LS	Five thousand four hundred sixty five dollars and 00/100 cents	$ 5,465.00	$ 5,465.00
400-1-4	12" Concrete thrust collar	4	EA	Two thousand five hundred eighty eight dollars & 00/100 cents	$ 2,588.00	$ 10,352.00
522-2	Concrete sidewalk, 6" thick w/fiber	24	SY	Eighty nine dollars & 15/100 cents	$ 89.15	$ 2,139.60
522-6	Concrete driveway, 6" thick w/fiber	11	SY	Eighty nine dollars & 15/100 cents	$ 89.15	$ 980.65
570-1-3	Sod	50	SY	Thirty one dollars & 65/100 cents	$ 31.65	$ 1,582.50
1050-11-225	12" PVC watermain	36	LF	Three hundred four dollars & 75/100 cents	$ 304.75	$ 10,971.00
1055-11-494	12" Transition coupling	4	EA	One thousand four hundred thirty seven dollars & 50/100 cents	$ 1,437.50	$ 5,750.00
1080-11-504	12" Gate valve	2	EA	Five thousand nine hundred eighty dollars & 00/100 cents	$ 5,980.00	$ 11,960.00
1080-11-507	12" Line stop assembly	2	EA	Twelve thousand three hundred sixty three dollars & 00/100 cents	$ 12,363.00	$ 24,726.00

Location 6

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	Six hundred ninety dollars & 00/100 cents	$ 690.00	$ 690.00
101-3	Record drawings	1	LS	One thousand one hundred fifty dollars & 00/100 cents	$ 1,150.00	$ 1,150.00
102-1	Maintenance of traffic	1	LS	Three thousand one hundred sixty five dollars & 00/100 cents	$ 3,165.00	$ 3,165.00
104-30	Erosion control	1	LS	Eight hundred sixty five dollars & 00/100 cents	$ 865.00	$ 865.00
110-1-1	Clearing and grubbing	1	LS	Five thousand four hundred sixty five dollars and 00/100 cents	$ 5,465.00	$ 5,465.00
121-70	Flowable fill, excavatable	41	CY	Two hundred eighty seven dollar & 50/100 cents	$ 287.50	$ 11,787.50
327-70-1	Temporary asphalt patch, 2" deep	62	SF	Thirty one dollars & 65/100 cents	$ 31.65	$ 1,962.30
334-1-21	Superpave asph., SP-12.5, traf. C, 1"	0.0	TN			
334-1-22	Superpave asph., SP-12.5, traf. C, 2"	0.0	TN			
400-1-1	4" Concrete thrust collar	1	EA	One thousand four hundred thirty seven dollars & 50/100 cents	$ 1,437.50	$ 1,437.50
400-1-2	6" Concrete thrust collar	1	EA	Two thousand seventy dollars &00/100 cents	$ 2,070.00	$ 2,070.00
400-1-3	8" Concrete thrust collar	2	EA	Two thousand nine hundred thirty two dollars & 50/100 cents	$ 2,932.50	$ 5,865.00
570-1-3	Sod	30	SY	Twenty eight dollars & 20/100 cents	$ 28.20	$ 846.00
711-11-121	Temporary thermoplastic, std., white, solid, 6"	180	LF	Seven dollars & 50/100 cents	$ 7.50	$ 1,350.00
711-11-125	Temporary thermoplastic, std., white, solid, 24"	25	LF	Seven dollars & 50/100 cents	$ 7.50	$ 187.50

711-11-221	Temporary thermoplastic, std., yellow, solid, 6"	190	LF	Seven dollars & 50/100 cents	$ 7.50	$ 1,425.00
1050-11-222	4" PVC watermain	35	LF	One hundred eight nine dollars & 75/100 cents	$ 189.75	$ 6,641.25
1050-11-223	6" PVC watermain	45	LF	Two hundred thirty dollars & 00/100 cents	$ 230.00	$ 10,350.00
1050-11-224	8" PVC watermain	11	LF	Three hundred seventy three dollars & 75/100 cents	$ 373.75	$ 4,111.25
1050-11-204	Direct bore 2" fused PVC	30	LF	Ninety five dollars & 00/100 cents	$ 95.00	$ 2,850.00
1055-11-431	6" x 4" Reducer	1	EA	Eight hundred sixty two dollars & 50/100 cents	$ 862.50	$ 862.50
1055-11-443	8" x 6" Cross	1	EA	Two thousand seven hundred sixty dollars & 00/100 cents	$ 2,760.00	$ 2,760.00
1055-11-491	4" Transition coupling	1	EA	Nine hundred seventy seven dollars and 50/100 cents	$ 977.50	$ 977.50
1055-11-492	6" Transition coupling	1	EA	One thousand four hundred thirty seven dollars & 50/100 cents	$ 1,437.50	$ 1,437.50
1055-11-493	8" Transition coupling	1	EA	Two thousand seventy dollars &00/100 cents	$ 2,070.00	$ 2,070.00
1080-11-204	4" Gate valve	1	EA	One thousand four hundred thirty seven dollars & 50/100 cents	$ 1,437.50	$ 1,437.50
1080-11-207	4" Line stop assembly	1	EA	Six thousand six hundred seventy dollars & 00/100 cents	$ 6,670.00	$ 6,670.00
1080-11-304	6" Gate valve	1	EA	Two thousand twelve dollars & 50/100 cents	$ 2,012.50	$ 2,012.50
1080-11-307	6" Line stop assembly	1	EA	Seven thousand seven hundred sixty three dollars & 00/100 cents	$ 7,763.00	$ 7,763.00
1080-11-404	8" Gate valve	1	EA	Three thousand one hundred five dollars & 00/100 cents	$ 3,105.00	$ 3,105.00
1080-11-407	8" Line stop assembly	1	EA	Nine thousand two hundred dollars & 00/100 cents	$ 9,200.00	$ 9,200.00

Location 7

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	Six hundred ninety dollars & 00/100 cents	$ 690.00	$ 690.00
101-3	Record drawings	1	LS	One thousand one hundred fifty dollars & 00/100 cents	$ 1,150.00	$ 1,150.00
102-1	Maintenance of traffic	1	LS	Three thousand one hundred sixty five dollars & 00/100 cents	$ 3,165.00	$ 3,165.00
104-30	Erosion control	1	LS	Eight hundred sixty five dollars & 00/100 cents	$ 865.00	$ 865.00
110-1-1	Clearing and grubbing	1	LS	Five thousand four hundred sixty five dollars and 00/100 cents	$ 5,465.00	$ 5,465.00
121-70	Flowable fill, excavatable	13	CY	Two hundred eighty seven dollar & 50/100 cents	$ 287.50	$ 3,737.50
327-70-1	Temporary asphalt patch, 2" deep	20	SF	Sixty six dollars & 15/100 cents	$ 66.15	$ 1,323.00
334-1-21	Superpave asph., SP-12.5, traf. C, 1"	0.0	TN			
334-1-22	Superpave asph., SP-12.5, traf. C, 2"	0.0	TN			
400-1-3	8" Concrete thrust collar	2	EA	One thousand seven hundred eighty two dollars & 50/100 cents	$ 1,782.50	$ 3,565.00
570-1-3	Sod	5	SY	One hundred twenty three dollars & 65/100 cents	$ 123.65	$ 618.25
711-11-121	Temporary thermoplastic, std., white, solid, 6"	35	LF	Thirty one dollars & 65/100 cents	$ 31.65	$ 1,107.75
711-11-125	Temporary thermoplastic, std., white, solid, 24"	25	LF	Thirty one dollars & 65/100 cents	$ 31.65	$ 791.25
711-11-221	Temporary thermoplastic, std., yellow, solid, 6"	60	LF	Thirty one dollars & 65/100 cents	$ 31.65	$ 1,899.00
1050-11-224	8" PVC watermain	4	LF	Four hundred twenty five dollars & 50/100	$ 425.50	$ 1,702.00
1055-11-493	8" Transition coupling	2	EA	One thousand two hundred seven dollars & 50/100 cents	$ 1,207.50	$ 2,415.00
1080-11-404	8" Gate valve	1	EA	Three thousand one hundred five dollars & 00/100 cents	$ 3,105.00	$ 3,105.00
1080-11-407	8" Line stop assembly	1	EA	Nine thousand two hundred dollars & 00/100 cents	$ 9,200.00	$ 9,200.00

Location 8

Removed From Project

Location 9

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	Six hundred ninety dollars & 00/100 cents	$ 690.00	$ 690.00

101-3	Record drawings	1	LS	One thousand one hundred fifty dollars & 00/100 cents	$ 1,150.00	$ 1,150.00
102-1	Maintenance of traffic	1	LS	Three thousand one hundred sixty five dollars & 00/100 cents	$ 5,000.00	$ 5,000.00
104-30	Erosion control	1	LS	Eight hundred sixty five dollars & 00/100 cents	$ 865.00	$ 865.00
110-1-1	Clearing and grubbing	1	LS	Five thousand four hundred sixty five dollars and 00/100 cents	$ 5,465.00	$ 5,465.00
121-70	Flowable fill, excavatable	20	CY	Two hundred eighty seven dollar & 50/100 cents	$ 287.50	$ 5,750.00
327-70-6	Temporary asphalt patch, 2" deep	30	SF	Sixty three dollars & 25/100 cents	$ 63.25	$ 1,897.50
334-1-23	Superpave asph., SP-12.5, traf. C, 3"	0.0	TN			
337-7-43	Friction course, FC-12.5, traf. C, 1.5"	0.0	TN			
400-1-2	6" Concrete thrust collar	1	EA	Two thousand seventy dollars &00/100 cents	$ 2,070.00	$ 2,070.00
400-1-3	8" Concrete thrust collar	2	EA	Two thousand nine hundred thirty two dollars & 50/100 cents	$ 2,932.50	$ 5,865.00
570-1-3	Sod	5	SY	Fifty seven dollars & 50/100 cents	$ 57.50	$ 287.50
711-11-121	Temporary thermoplastic, std., white, solid, 6"	85	LF	Five dollars & 75/100 cents	$ 5.75	$ 488.75
711-11-123	Temporary thermoplastic, std., white, solid, 12"	380	LF	Five dollars & 75/100 cents	$ 5.75	$ 2,185.00
711-11-125	Temporary thermoplastic, std., white, solid, 24"	70	LF	Five dollars & 75/100 cents	$ 5.75	$ 402.50
711-11-221	Temporary thermoplastic, std., yellow, solid, 6"	170	LF	Five dollars & 75/100 cents	$ 5.75	$ 977.50
1050-11-423	6" DIP watermain	11	LF	Two hundred fifty three dollars & 00/100 cents	$ 253.00	$ 2,783.00
1050-11-424	8" DIP watermain	22	LF	Three hundred ninety six dollars & 75/100 cents	$ 396.75	$ 8,728.50
1055-11-423	8" x 6" Tee	1	EA	One thousand four hundred ninety five dollars & 00/100 cents	$ 1,495.00	$ 1,495.00
1055-11-492	6" Transition coupling	1	EA	One thousand four hundred thirty seven dollars & 50/100 cents	$ 1,437.50	$ 1,437.50
1055-11-493	8" Transition coupling	2	EA	Two thousand seventy dollars &00/100 cents	$ 2,070.00	$ 4,140.00
1080-11-304	6" Gate valve	1	EA	Two thousand twelve dollars & 50/100 cents	$ 2,012.50	$ 2,012.50
1080-11-307	6" Line stop assembly	1	EA	Seven thousand seven hundred sixty three dollars & 00/100 cents	$ 7,763.00	$ 7,763.00
1080-11-404	8" Gate valve	1	EA	Three thousand one hundred five dollars & 00/100 cents	$ 3,105.00	$ 3,105.00
1080-11-407	8" Line stop assembly	2	EA	Nine thousand two hundred dollars & 00/100 cents	$ 9,200.00	$ 18,400.00
Total Bid				Five hundred twenty seven thousand eight hundred forty nine dollars & 93/100 cents		$ 522,649.93

SECTION 00330
LISTING OF SUBCONTRACTORS

The Contractor proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful quoter shall not substitute subcontractors without approval from the Engineer.

SUBCONTRACTOR	COMPANY NAME ADDRESS & PHONE NUMBER	REFERENCES
	Name : WP UNDERGROUND UTILITIES LLC	1. BREVARD COUNTY JAMES HEMBREE 321-863-6765
	Address: 4620 LIPSCOMB ST.	2. KCF DEVELOPEMENT 321-253-5556
	City: PALM BAY	
	State: FL zip: 32905	
	Phone: 321-473-8317	3. HYDROMAX USA 813-404-8341 LAMAR CARROLL
	Name·	1.
	Address :	2.
	City :	
	State: zip·	
	Phone:	3.
	Name·	1.
	Address :	2.
	City :	
	State: zip·	
	Phone:	3.
	Name·	1.
	Address :	2.
	City :	
	State: zip·	
	Phone:	3.
	Name·	1.
	Address :	2.
	City :	
	State: zip·	
	Phone:	3.

SECTION 00675

SECTION IK - FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCHARGE STATEMENT MANDATORY

Contractor acknowledges that included in the various items of the proposal and in the Total Quote Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor further identifies the costs to be summarized below.

	ITEM	TRENCH SAFEY MEASURE (DESCRIPTION)	UNIT OF MEASURE	UNIT	UNIT COST	EXTEDED COST
A	1	SLOPING	245	LF	2.00	$490
B						
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the Quote to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluate and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

JOBEAR CONTRACTING, INC
Name of Firm

ROBERT DOHERTY
Authorized Signature

Date: 2-16-18

This document shall be submitted with the Quote packet. Failure to complete the above may result in the Quote being declared non-responsive.

SECTION 00300
QUOTE FORM
2015 COCOA WATER VALVE IMPROVEMENTS PROJECT

City of Cocoa

Proposal of Maxwell Contracting, Inc.
(Name)
P.O. Box 820, Cocoa , Florida 32923-0820
(Address)

to furnish all materials, service, equipment, and labor required, for the 2015 COCOA WATER VALVE IMPROVEMENTS PROJECT as specified in the quote documents.

The undersigned has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

TOTAL BASE QUOTE	$ 567,929.00

Five Hundred Sixty Seven Thousand Nine Hundred Twenty Nine & No/100 Dollars
(Grand Total Written in words)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE QUOTE BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned also agrees to commence the work with an adequate force and equipment within thirty (30) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Work shall be substantially complete (i.e. ready for final inspection) no later than August 31, 2018 and must be fully completed within 30 days thereafter.

   Liquidated damages of $500 per calendar day shall be assessed beginning September 1, 2018

2) The Contractor shall procure and shall maintain the insurance requirement during the life of this Contract.

Maxwell Contracting, Inc.
(Company or Corporation Name)

P.O. Box 820
(Street or P.O. Box)

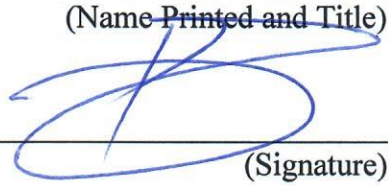
Cocoa, Florida 32923-0820
(City, State and Zip Code)

(321) 632-8810
(Area Code and Phone Number)

(321) 632-8065
(Area Code and Fax Number)

Bryan@maxcon.org
(Email Address)

By: Bryan L. Maxwell, President
(Name Printed and Title)



(Signature)

Bid Form

2015 Cocoa Water Valve Improvements Project

Revised 2/16/2018

Revised 2/14/18

BMEG File # 379111-bf

Date: 05/24/17

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-1	Mobilization (less than or equal to 9%)	1	LS	Fifty One Thousand Seventy Five Dollars & No/100	$ 51,075.00	$ 51,075.00

Location 1

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
101-3	Record drawings	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
102-1	Maintenance of traffic	1	LS	Five Thousand Four Hundred Ninety Five Dollars & No/100	$ 5,495.00	$ 5,495.00
104-30	Erosion control	1	LS	Two Thousand Dollars & No/100	$ 2,000.00	$ 2,000.00
110-1-1	Clearing and grubbing	1	LS	Eight Thousand Four Hundred Twenty Nine Dollars & No/100	$ 8,429.00	$ 8,429.00
121-70	Flowable fill, excavatable	15	CY	Forty Dollars & No/100	$ 40.00	$ 600.00
327-70-1	Temporary asphalt patch, 2" deep	23	SF	One Hundred Fifty Dollars & No/100	$ 150.00	$ 3,450.00
334-1-21	Superpave asph., SP-12.5, traf. C, 1"	0	TN		$ -	$ -
334-1-22	Superpave asph., SP-12.5, traf. C, 2"	0	TN		$ -	$ -
400-1-2	6" Concrete thrust collar	3	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 9,000.00
520-1-10	Concrete curb & gutter	32	LF	Five Dollars & No/100	$ 5.00	$ 160.00
570-1-3	Sod	20	SY	One Dollar & No/100	$ 1.00	$ 20.00
1050-11-223	6" PVC watermain	24	LF	Eleven Dollars & No/100	$ 11.00	$ 264.00
1055-11-422	6"x6" Tee	1	EA	Two Thousand Two Hundred Dollars & No/100	$ 2,200.00	$ 2,200.00
1055-11-492	6" Transition coupling	3	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 9,000.00
1080-11-304	6" Gate valve	2	EA	Four Thousand Dollars & No/100	$ 4,000.00	$ 8,000.00

Location 2

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
101-3	Record drawings	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
102-1	Maintenance of traffic	1	LS	Eight Thousand Dollars & No/100	$ 8,000.00	$ 8,000.00
104-30	Erosion control	1	LS	Two Thousand Dollars & No/100	$ 2,000.00	$ 2,000.00
110-1-1	Clearing and grubbing	1	LS	Five Thousand Dollars & No/100	$ 5,000.00	$ 5,000.00
121-70	Flowable fill, excavatable	4	CY	Forty Dollars & No/100	$ 40.00	$ 160.00
327-70-1	Temporary asphalt patch, 2" deep	6	SF	One Hundred Fifty Dollars & No/100	$ 150.00	$ 900.00
334-1-21	Superpave asph., SP-12.5, traf. C, 1"	0.0	TN		$ -	$ -
334-1-22	Superpave asph., SP-12.5, traf. C, 2"	0.0	TN		$ -	$ -
400-1-2	6" Concrete thrust collar	2	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 6,000.00
400-1-3	8" Concrete thrust collar	1	EA	Three Thousand Five Hundred Dollars & No/100	$ 3,500.00	$ 3,500.00
425-1-3	Remove & replace conc. Inlet throat	1	EA	Fifty Dollars & No/100	$ 50.00	$ 50.00
520-1-10	Concrete curb & gutter	12	LF	Five Dollars & No/100	$ 5.00	$ 60.00
570-1-3	Sod	10	SY	Zero Dollars & 02/100	$ 0.02	$ 0.20
711-11-123	Temporary thermoplastic, std., white, solid, 12"	100	LF	Zero Dollars & 01/100	$ 0.01	$ 1.00
1050-11-223	6" PVC watermain	18	LF	Eleven Dollars & No/100	$ 11.00	$ 198.00
1055-11-292	PVC spool w/6" solid sleeve	1	EA	One Hundred Fifty Dollars & No/100	$ 150.00	$ 150.00
1055-11-492	6" Transition coupling	2	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 6,000.00
1080-11-304	6" Gate valve	1	EA	Four Thousand Dollars & No/100	$ 4,000.00	$ 4,000.00
1080-11-404	8" Gate valve	1	EA	Five Thousand Dollars & No/100	$ 5,000.00	$ 5,000.00
1080-11-307	6" Line stop assembly	1	EA	Four Thousand Dollars & No/100	$ 4,000.00	$ 4,000.00
1080-11-407	8" Line stop assembly	1	EA	Four Thousand Five Hundred Dollars & No/100	$ 4,500.00	$ 4,500.00

Location 3

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
101-3	Record drawings	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
102-1	Maintenance of traffic	1	LS	Six Thousand Dollars & No/100	$ 6,000.00	$ 6,000.00
104-30	Erosion control	1	LS	Two Thousand Dollars & No/100	$ 2,000.00	$ 2,000.00
110-1-1	Clearing and grubbing	1	LS	Eight Thousand Dollars & No/100	$ 8,000.00	$ 8,000.00
121-70	Flowable fill, excavatable	19	CY	Forty Dollars & No/100	$ 40.00	$ 760.00
285-704	Limerock driveway, 6"	15	SY	Five Dollars & No/100	$ 5.00	$ 75.00
327-70-1	Temporary asphalt patch, 2" deep	29	SF	One Hundred Fifty Dollars & No/100	$ 150.00	$ 4,350.00
334-1-21	Superpave asph., SP-12.5, traf. C, 1"	0.0	TN		$ -	$ -
334-1-22	Superpave asph., SP-12.5, traf. C, 2"	0.0	TN		$ -	$ -
400-1-1	4" Concrete thrust collar	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00
400-1-2	6" Concrete thrust collar	2	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 6,000.00
570-1-3	Sod	15	SY	One Dollar & No/100	$ 1.00	$ 15.00
1050-11-222	4" PVC watermain	2	LF	Ten Dollars & No/100	$ 10.00	$ 20.00
1050-11-223	6" PVC watermain	8	LF	Eleven Dollars & No/100	$ 11.00	$ 88.00
1055-11-421	6"x4" Tee	1	EA	Two Thousand Dollars & No/100	$ 2,000.00	$ 2,000.00
1055-11-491	4" Transition coupling	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00
1055-11-492	6" Transition coupling	2	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 6,000.00
1080-11-204	4" Gate valve	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00

Location 4

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
101-3	Record drawings	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
102-1	Maintenance of traffic	1	LS	Five Thousand Dollars & No/100	$ 5,000.00	$ 5,000.00
104-30	Erosion control	1	LS	Two Thousand Dollars & No/100	$ 2,000.00	$ 2,000.00
110-1-1	Clearing and grubbing	1	LS	Eight Thousand Dollars & No/100	$ 8,000.00	$ 8,000.00
121-70	Flowable fill, excavatable	7	CY	Forty Dollars & No/100	$ 40.00	$ 280.00
327-70-1	Temporary asphalt patch, 2" deep	11	SF	One Hundred Fifty Dollars & No/100	$ 150.00	$ 1,650.00
334-1-21	Superpave asph., SP-12.5, traf. C, 1"	0.0	TN		$ -	$ -
334-1-22	Superpave asph., SP-12.5, traf. C, 2"	0.0	TN		$ -	$ -
400-1-1	4" Concrete thrust collar	2	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 6,000.00
400-1-2	6" Concrete thrust collar	2	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 6,000.00
520-1-10	Concrete curb & gutter	18	LF	Five Dollars & No/100	$ 5.00	$ 90.00
522-6	Concrete driveway, 6" thick w/fiber	27	SY	Twenty Dollars & No/100	$ 20.00	$ 540.00
570-1-3	Sod	35	SY	One Dollar & No/100	$ 1.00	$ 35.00
1050-11-222	4" PVC watermain	4	LF	Ten Dollars & No/100	$ 10.00	$ 40.00
1050-11-223	6" PVC watermain	29	LF	Eleven Dollars & No/100	$ 11.00	$ 319.00
1055-11-421	6"x4" Tee	1	EA	Two Thousand Dollars & No/100	$ 2,000.00	$ 2,000.00
1055-11-491	4" Transition coupling	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00
1055-11-492	6" Transition coupling	2	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 6,000.00
1060-15	Replace valve box	1	EA	Fifty Dollars & No/100	$ 50.00	$ 50.00
1080-11-204	4" Gate valve	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00
1080-11-207	4" Line stop assembly	1	EA	Four Thousand One Hundred Dollars & No/100	$ 4,100.00	$ 4,100.00
1080-11-304	6" Gate valve	1	EA	Four Thousand Dollars & No/100	$ 4,000.00	$ 4,000.00
1080-11-307	6" Line stop assembly	1	EA	Four Thousand Dollars & No/100	$ 4,000.00	$ 4,000.00

Location 5

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
101-3	Record drawings	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
102-1	Maintenance of traffic	1	LS	Eight Thousand Dollars & No/100	$ 8,000.00	$ 8,000.00
104-30	Erosion control	1	LS	Two Thousand Dollars & No/100	$ 2,000.00	$ 2,000.00
110-1-1	Clearing and grubbing	1	LS	Five Thousand Dollars & No/100	$ 5,000.00	$ 5,000.00
400-1-4	12" Concrete thrust collar	4	EA	Four Thousand Dollars & No/100	$ 4,000.00	$ 16,000.00
522-2	Concrete sidewalk, 6" thick w/fiber	24	SY	Twenty Dollars & No/100	$ 20.00	$ 480.00
522-6	Concrete driveway, 6" thick w/fiber	11	SY	Twenty Dollars & No/100	$ 20.00	$ 220.00
570-1-3	Sod	50	SY	One Dollar & No/100	$ 1.00	$ 50.00
1050-11-225	12" PVC watermain	36	LF	Twenty Dollars & No/100	$ 20.00	$ 720.00
1055-11-494	12" Transition coupling	4	EA	Four Thousand Six Hundred Dollars & No/100	$ 4,600.00	$ 18,400.00
1080-11-504	12" Gate valve	2	EA	Six Thousand Dollars & No/100	$ 6,000.00	$ 12,000.00
1080-11-507	12" Line stop assembly	2	EA	Six Thousand Dollars & No/100	$ 6,000.00	$ 12,000.00

Location 6

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
101-3	Record drawings	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
102-1	Maintenance of traffic	1	LS	Five Thousand Dollars & No/100	$ 5,000.00	$ 5,000.00
104-30	Erosion control	1	LS	Two Thousand Dollars & No/100	$ 2,000.00	$ 2,000.00
110-1-1	Clearing and grubbing	1	LS	Eight Thousand Dollars & No/100	$ 8,000.00	$ 8,000.00
121-70	Flowable fill, excavatable	41	CY	One Hundred Fifty Dollars & No/100	$ 150.00	$ 6,150.00
327-70-1	Temporary asphalt patch, 2" deep	62	SF	One Hundred Fifty Dollars & No/100	$ 150.00	$ 9,300.00
334-1-21	Superpave asph., SP-12.5, traf. C, 1"	0.0	TN		$ -	$ -
334-1-22	Superpave asph., SP-12.5, traf. C, 2"	0.0	TN		$ -	$ -
400-1-1	4" Concrete thrust collar	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00
400-1-2	6" Concrete thrust collar	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00
400-1-3	8" Concrete thrust collar	2	EA	Three Thousand Five Hundred Dollars & No/100	$ 3,500.00	$ 7,000.00
570-1-3	Sod	30	SY	One Dollar & No/100	$ 1.00	$ 30.00
711-11-121	Temporary thermoplastic, std., white, solid, 6"	180	LF	Zero Dollars & 01/100	$ 0.01	$ 1.80
711-11-125	Temporary thermoplastic, std., white, solid, 24"	25	LF	Zero Dollars & 02/100	$ 0.02	$ 0.50
711-11-221	Temporary thermoplastic, std., yellow, solid, 6"	190	LF	Zero Dollars & 01/100	$ 0.01	$ 1.90
1050-11-222	4" PVC watermain	35	LF	Ten Dollars & No/100	$ 10.00	$ 350.00
1050-11-223	6" PVC watermain	45	LF	Eleven Dollars & No/100	$ 11.00	$ 495.00
1050-11-224	8" PVC watermain	11	LF	Fifteen Dollars & No/100	$ 15.00	$ 165.00
1050-11-204	Direct bore 2" fused PVC	30	LF	One Hundred Fifty Dollars & No/100	$ 150.00	$ 4,500.00
1055-11-431	6" x 4" Reducer	1	EA	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
1055-11-443	8" x 6" Cross	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00
1055-11-491	4" Transition coupling	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00
1055-11-492	6" Transition coupling	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00
1055-11-493	8" Transition coupling	1	EA	Four Thousand Five Hundred Dollars & No/100	$ 4,500.00	$ 4,500.00
1080-11-204	4" Gate valve	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00
1080-11-207	4" Line stop assembly	1	EA	Four Thousand One Hundred Dollars & No/100	$ 4,100.00	$ 4,100.00

1080-11-304	6" Gate valve	1	EA	Four Thousand Dollars & No/100	$ 4,000.00	$ 4,000.00
1080-11-307	6" Line stop assembly	1	EA	Four Thousand Dollars & No/100	$ 4,000.00	$ 4,000.00
1080-11-404	8" Gate valve	1	EA	Five Thousand Dollars & No/100	$ 5,000.00	$ 5,000.00
1080-11-407	8" Line stop assembly	1	EA	Five Thousand Five Hundred Dollars & No/100	$ 5,500.00	$ 5,500.00

Location 7

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
101-3	Record drawings	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
102-1	Maintenance of traffic	1	LS	Ten Thousand Seven Hundred Forty Six Dollars & 90/100	$ 10,746.90	$ 10,746.90
104-30	Erosion control	1	LS	Two Thousand Dollars & No/100	$ 2,000.00	$ 2,000.00
110-1-1	Clearing and grubbing	1	LS	Eight Thousand Dollars & No/100	$ 8,000.00	$ 8,000.00
121-70	Flowable fill, excavatable	13	CY	Forty Dollars & No/100	$ 40.00	$ 520.00
327-70-1	Temporary asphalt patch, 2" deep	20	SF	One Hundred Fifty Dollars & No/100	$ 150.00	$ 3,000.00
334-1-21	Superpave asph., SP-12.5, traf. C, 1"	0.0	TN		$ -	$ -
334-1-22	Superpave asph., SP-12.5, traf. C, 2"	0.0	TN		$ -	$ -
400-1-3	8" Concrete thrust collar	2	EA	Three Thousand Five Hundred Dollars & No/100	$ 3,500.00	$ 7,000.00
570-1-3	Sod	5	SY	One Dollar & No/100	$ 1.00	$ 5.00
711-11-121	Temporary thermoplastic, std., white, solid, 6"	35	LF	Zero Dollars & 01/100	$ 0.01	$ 0.35
711-11-125	Temporary thermoplastic, std., white, solid, 24"	25	LF	Zero Dollars & 02/100	$ 0.02	$ 0.50
711-11-221	Temporary thermoplastic, std., yellow, solid, 6"	60	LF	Zero Dollars & 01/100	$ 0.01	$ 0.60
1050-11-224	8" PVC watermain	4	LF	Fifteen Dollars & No/100	$ 15.00	$ 60.00
1055-11-493	8" Transition coupling	2	EA	Four Thousand Five Hundred Dollars & No/100	$ 4,500.00	$ 9,000.00
1080-11-404	8" Gate valve	1	EA	Five Thousand Dollars & No/100	$ 5,000.00	$ 5,000.00
1080-11-407	8" Line stop assembly	1	EA	Five Thousand Five Hundred Dollars & No/100	$ 5,500.00	$ 5,500.00

Location 8

Removed From Project

Location 9

Item #	Item	Qty	Un	Written Unit $	Unit $	Extended $
101-2	Pre and post-construction videos	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
101-3	Record drawings	1	LS	One Thousand Dollars & No/100	$ 1,000.00	$ 1,000.00
102-1	Maintenance of traffic	1	LS	Twelve Thousand Six Hundred Twenty Dollars & No/100	$ 12,620.00	$ 12,620.00
104-30	Erosion control	1	LS	Two Thousand Dollars & No/100	$ 2,000.00	$ 2,000.00
110-1-1	Clearing and grubbing	1	LS	Eight Thousand Dollars & No/100	$ 8,000.00	$ 8,000.00
121-70	Flowable fill, excavatable	20	CY	Forty Dollars & No/100	$ 40.00	$ 800.00
327-70-6	Temporary asphalt patch, 2" deep	30	SF	Two Hundred Fifty Dollars & No/100	$ 250.00	$ 7,500.00
334-1-23	Superpave asph., SP-12.5, traf. C, 3"	0.0	TN			$ -
337-7-43	Friction course, FC-12.5, traf. C, 1.5"	0.0	TN		$ -	$ -
400-1-2	6" Concrete thrust collar	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00
400-1-3	8" Concrete thrust collar	2	EA	Seven Thousand Dollars & No/100	$ 7,000.00	$ 14,000.00
570-1-3	Sod	5	SY	One Dollar & No/100	$ 1.00	$ 5.00
711-11-121	Temporary thermoplastic, std., white, solid, 6"	85	LF	Zero Dollar & 01/00	$ 0.01	$ 0.85
711-11-123	Temporary thermoplastic, std., white, solid, 12"	380	LF	Zero Dollar & 02/100	$ 0.02	$ 7.60
711-11-125	Temporary thermoplastic, std., white, solid, 24"	70	LF	Zero Dollar & 03/100	$ 0.03	$ 2.10
711-11-221	Temporary thermoplastic, std., yellow, solid, 6"	170	LF	Zero Dollar & 01/100	$ 0.01	$ 1.70
1050-11-423	6" DIP watermain	11	LF	Twenty Dollars & No/100	$ 20.00	$ 220.00
1050-11-424	8" DIP watermain	22	LF	Twenty Five Dollars & No/100	$ 25.00	$ 550.00
1055-11-423	8" x 6" Tee	1	EA	Two Thousand Three Hundred Dollars & No/100	$ 2,300.00	$ 2,300.00
1055-11-492	6" Transition coupling	1	EA	Three Thousand Dollars & No/100	$ 3,000.00	$ 3,000.00
1055-11-493	8" Transition coupling	2	EA	Four Thousand Five Hundred Dollars & No/100	$ 4,500.00	$ 9,000.00
1080-11-304	6" Gate valve	1	EA	Four Thousand Dollars & No/100	$ 4,000.00	$ 4,000.00
1080-11-307	6" Line stop assembly	1	EA	Four Thousand Five Hundred Dollars & No/100	$ 4,500.00	$ 4,500.00
1080-11-404	8" Gate valve	1	EA	Five Thousand Dollars & No/100	$ 5,000.00	$ 5,000.00
1080-11-407	8" Line stop assembly	2	EA	Five Thousand Five Hundred Dollars & No/100	$ 5,500.00	$ 11,000.00
Total Bid						$ 567,929.00

SECTION 00330
LISTING OF SUBCONTRACTORS

The Contractor proposes that the following subcontractors are qualified to performed the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful quoter shall not substitute subcontractors without approval from the Engineer.

SUBCONTRACTOR	COMPANY NAME ADDRESS & PHONE NUMBER	REFERENCES
	Name : GAI Surveyors, Inc.	1. Atlantic Development
	Address: P.O. Box 237595	2. Gunnstruction
	City: Cocoa	
	State: Florida zip: 32923	
	Phone: (321) 806-3908	3. Ivey's Construction
	Name·	1.
	Address :	2.
	City :	
	State: zip·	
	Phone:	3.
	Name·	1.
	Address :	2.
	City :	
	State: zip·	
	Phone:	3.
	Name·	1.
	Address :	2.
	City :	
	State: zip·	
	Phone:	3.
	Name·	1.
	Address :	2.
	City :	
	State: zip·	
	Phone:	3.

SECTION 00675

SECTION IK - FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCHARGE STATEMENT MANDATORY

Contractor acknowledges that included in the various items of the proposal and in the Total Quote Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor further identifies the costs to be summarized below.

	ITEM	TRENCH SAFEY MEASURE (DESCRIPTION)	UNIT OF MEASURE	UNIT	UNIT COST	EXTEDED COST
A	1	Sloping	LF	300	$5.00	$1,500.00
B						
C						
D						

These units, costs, and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the Florida Trench Safety Act.

This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the OWNER (except as may otherwise be provided), which are necessary to so comply.

Acceptance of the Quote to which this certification and disclosure applies in no way represents that the OWNER or its representatives have evaluate and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

Maxwell Contracting, Inc.
Name of Firm

Bryan L. Maxwell, President
Authorized Signature

Date: February 16, 2018

This document shall be submitted with the Quote packet. Failure to complete the above may result in the Quote being declared non-responsive.

Christopher Collier

From: Dana MCMullan <gunnstruction@cfl.rr.com>
Sent: Thursday, February 01, 2018 8:39 AM
To: Christopher Collier
Subject: **Warning Risky Web Link** RE: RFQ - 2015 Water Valve Improvements Program (DUE 2/16/18 @ 3:00 PM)

We will not be bidding on this project but thank you for the invitation.

Dana Gunn McMullan
GUNNstruction, Inc.
350 Tangerine Ave., Suite #1
Merritt Island, FL 32953
(321) 455-6498 455-6499 Fax
gunnstruction@cfl.rr.com

From: Christopher Collier [mailto:ccollier@cocoafl.org]
Sent: Wednesday, January 31, 2018 10:20 AM
To: Bryan Maxwell (bryan@maxcon.org); ggrignon@atlanticdevelopmentofcocoa.com; gunnstruction@cfl.rr.com; rob@jobearinc.com
Cc: Holcomb, Pamela/ORL; P. E. Yvonne Picard (yvonne.picard@ch2m.com)
Subject: RFQ - 2015 Water Valve Improvements Program (DUE 2/16/18 @ 3:00 PM)
Importance: High

Good morning Gentlemen,

As part of the ongoing assessment of the City of Cocoa's valve infrastructure, we have identified nine (9) locations within our potable water distribution system that require valve improvements/installation.

In order to successfully continue this program, the City of Cocoa Utilities Department is soliciting bids for services utilizing the *City's Agreement for Utilities General Construction Contractor* to provide all labor, equipment and materials to perform the required construction/valve installation at the identified locations. Please review the permits, plans, and specifications located at the following Dropbox link:

https://www.dropbox.com/sh/nxvzbkvc69mjax6/AAAsKvDHkXJDoMq2mPFCzuaqa?dl=0

Bids must be received via email (see email address below) and/or at the office of the Field Operations Manager of the City of Cocoa, located at 351 Shearer Blvd., Cocoa, Florida, 32922, by **Friday, February 16, 2018** at **3:00 PM**. Bids received after the deadline will not be considered.

A non-mandatory pre-bid conference call will be held on **Wednesday, February 14, 2018** at **10:00 AM**. The call-in information is as follows:

Phone Number – (866) 203-7023
Participant Code – 447.860.2489

If you have any questions or have difficulty retrieving the documentation, please let me know.

Thank you and have a great week!

Chris M. Collier

Utilities Field Operations Manager
351 Shearer Blvd., Cocoa, FL 32922
(321) 433-8811 | ccollier@cocoafl.org
Fax: (321) 433-8840

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Christopher Collier

From: Christopher Collier
Sent: Tuesday, February 27, 2018 1:40 PM
To: Christopher Collier
Subject: RE: RFQ - 2015 Water Valve Improvements Program (DUE 2/16/18 @ 3:00 PM)

For documentation purposes.

I received a text message on my phone from Glenn Grignon (Atlantic Development) on 2/14/18 at 10:04 AM advising that Atlantic Development will not be bidding the project referenced below.

Chris

From: Christopher Collier
Sent: Wednesday, January 31, 2018 10:20 AM
To: Bryan Maxwell (bryan@maxcon.org) <bryan@maxcon.org>; ggrignon@atlanticdevelopmentofcocoa.com; gunnstruction@cfl.rr.com; rob@jobearinc.com
Cc: Holcomb, Pamela/ORL <Pamela.Holcomb@CH2M.com>; P. E. Yvonne Picard (yvonne.picard@ch2m.com) <yvonne.picard@ch2m.com>
Subject: RFQ - 2015 Water Valve Improvements Program (DUE 2/16/18 @ 3:00 PM)
Importance: High

Good morning Gentlemen,

As part of the ongoing assessment of the City of Cocoa's valve infrastructure, we have identified nine (9) locations within our potable water distribution system that require valve improvements/installation.

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https://www.dropbox.com/sh/nxvzbkvc69mjax6/AAAsKvDHkXJDoMq2mPFCzuaqa?dl=0

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Thank you and have a great week!

Chris M. Collier

Utilities Field Operations Manager
351 Shearer Blvd., Cocoa, FL 32922
(321) 433-8811 | ccollier@cocoafl.org
Fax: (321) 433-8840

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Legislation Details (With Text)

File #:	18-77	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	2/24/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve a Resolution amending the FY2018 Budget to cover the increased interest expense on the Capital Improvement & Refunding Revenue Bond, Series 2010 (“the Bond”). (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BBandT interest rate increase effective 01.01.2018 2010-157 (Capital Improvement and Refunding Bond) Series 2010 NOTE with BBandT Resolution amending FY18 Budget for increased interest rate BAF-FN-Debt Interest (3-13-18)~Agenda 18-77 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 24, 2018
Agenda Date: March 13, 2018
Prepared By: Anne Quesada, Accounting Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve a Resolution amending the FY2018 Budget to cover the increased interest expense on the Capital Improvement & Refunding Revenue Bond, Series 2010 (“the Bond”).

BACKGROUND:

The recent enactment of federal tax laws changed the federal corporate tax rate which resulted in a decrease in the yield to Branch Banking & Trust Company (“BB&T”), the Registered Holder of the Bond. According to Resolution 2010-157, which authorized the Bond, Schedule 2 Adjustments to interest rate in certain events, “If…(ii) there has been enacted amendments to existing law which would adversely affect the Registered Holder’s after-tax yield with regard to the Bond,…then the Registered Holder shall have the right to adjust the Interest Rate on this Bond in order to maintain the same after-tax yield as if the events described…had not occurred.”

The Bond was issued in November 2010 to (i) finance the costs of refunding all of Cocoa’s then outstanding Capital Improvement Revenue Bonds, Series 1998, (ii) finance a portion of the costs of the construction of certain renovations to the Cocoa Playhouse, and (iii) pay the costs and expenses associated with issuing the Bond.

The FY2018 Budget includes $36,125 for payment of debt service on this Bond (“Series 2010 Note”).

With the increased interest rate, the FY2018 debt service will be $41,978, which is a 16.2% increase in costs. A budget amendment is requested herein.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$5,853
Account Number	201-1600-513.72-00
Account Name	Debt Service - Interest
Source of Funds:	Reserves Source: 201-0000-389.99-50

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution amending the FY2018 Budget to cover the increased interest expense on the Capital Improvement & Refunding Revenue Bond, Series 2010 (“the Bond”).

BB&T

Branch Banking & Trust Company

Governmental Finance
1201 Main Street 7th Floor
Suite 700
Columbia, S.C. 29201
Office: (803) 251-1328

January 31, 2018

VIA Email: *tbutler@cocoafl.org*

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

Attention: Teri Butler

Re: **9909000154-00001**
Capital Improvement & Refunding Revenue Bond, Series 2010

Ladies and Gentlemen:

Due to the enactment of the recent tax laws that changed the federal corporate tax rate and the resulting decrease in BB&T's yield on the above-referenced indebtedness, the interest rate on your indebtedness is being adjusted as described in your loan documents.

The adjusted interest rate, which is effective as of January 1, 2018, is 3.04% and your new amortization schedule is enclosed.

The adjusted interest rate has been calculated by multiplying your existing interest rate of 2.50% by a fraction, the numerator of which is 100% minus 21% (BB&T's tax rate effective January 1, 2018) and the denominator of which is 100% minus 35% (BB&T's tax rate prior to January 1, 2018).

BB&T appreciates the opportunity to meet your financial needs. If you have any questions, please contact your financial advisor, bond counsel or me directly.

Sincerely,

Branch Banking and Trust Company

Andrew G. Smith
Senior Vice President

Enclosure

cc: _____

Bond Debt Service

City of Cocoa, FL Customer No: 9909000154 NAICS: 921140

Capital Improvement Rev Ref Bonds 2010 Note 00001

Dated Date 10/1/2017

Delivery Date 10/1/2017

	Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
	10/1/2017						1,445,000	1,445,000
	4/1/2018			20,013.25 •	20,013.25		1,445,000	1,445,000
* FY2018	10/1/2018	277,000	3.040%	21,964.00 •	298,964.00	318,977.25	1,168,000	1,168,000
	4/1/2019			17,753.60	17,753.60		1,168,000	1,168,000
FY2019	10/1/2019	281,000	3.040%	17,753.60	298,753.60	316,507.20	887,000	887,000
	4/1/2020			13,482.40	13,482.40		887,000	887,000
FY2020	10/1/2020	290,000	3.040%	13,482.40	303,482.40	316,964.80	597,000	597,000
	4/1/2021			9,074.40	9,074.40		597,000	597,000
FY2021	10/1/2021	294,000	3.040%	9,074.40	303,074.40	312,148.80	303,000	303,000
	4/1/2022			4,605.60	4,605.60		303,000	303,000
FY2022	10/1/2022	303,000	3.040%	4,605.60	307,605.60	312,211.20		
		1,445,000		131,809.25	1,576,809.25	1,576,809.25		

Rate Changed from 2.50% to 3.04% on 1/1/18 *

* Fy 2018 41,978 •

Budget = 36,125

Adj ↑ 5,853 ~ 16.2% increase in interest

RESOLUTION NO. 2010-157

A RESOLUTION OF THE CITY OF COCOA, FLORIDA SUPPLEMENTING RESOLUTION NO. 98-25 DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS AMENDED; AUTHORIZING AND APPROVING THE ISSUANCE OF A $3,200,000 CITY OF COCOA, FLORIDA CAPITAL IMPROVEMENT AND REFUNDING REVENUE BOND, SERIES 2010 FOR THE PRIMARY PURPOSES OF REFUNDING THE CITY'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 1998 AND FINANCING THE PROJECT, AS DESCRIBED HEREIN; PROVIDING FOR THE SALE AND APPROVAL OF THE FORM OF THE 2010 BOND; DESIGNATING THE PAYING AGENT AND REGISTRAR FOR THE 2010 BOND; DESIGNATING AN ESCROW AGENT AND APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN ESCROW DEPOSIT AGREEMENT; DESIGNATING THE 2010 BOND AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; PROVIDING CERTAIN OTHER MATTERS RELATING TO THE SERIES 2010 BOND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa, Florida (the "City") duly adopted Resolution 98-25 on April 14, 1998 (the "Original Resolution") which authorized the issuance of obligations of the City entitled City of Cocoa, Florida Capital Improvement Revenue Bonds;

WHEREAS, pursuant to the Original Resolution, the City authorized the issuance of its Capital Improvement Revenue Bonds, Series 1998, in the original aggregate principal amount of $4,650,00, which are currently Outstanding in the aggregate principal amount of $3,200,000 (the "1998 Bonds");

WHEREAS, the City subsequently amended and supplemented the Original Resolution by adopting Resolution No. 2007-58 on June 26, 2007 (the "2007 Resolution" and, together with the Original Resolution, the "Bond Resolution");

WHEREAS, pursuant to the Bond Resolution, the City authorized the issuance of its Capital Improvement Revenue Bonds, Series 2007 (the "2007 Bonds");

WHEREAS, the 1998 Bonds and 2007 Bonds are the only Bonds currently Outstanding under the Bond Resolution;

WHEREAS, the City now desires to construct certain renovations to a community play house theatre owned by the City (the "2010 Project");

WHEREAS, the City now seeks to currently refund all of its Outstanding 1998 Bonds (the "Refunding") and to finance the 2010 Project through the issuance of its Utility System Refunding Revenue Bond, Series 2010 (the "2010 Bond") and execution of an Escrow Deposit Agreement, a form of which is attached hereto as Exhibit E (the "Escrow Deposit Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent");

WHEREAS, the City has determined to accept the proposal from Branch Banking and Trust Company (the "Bank") to purchase the 2010 Bond in a private negotiated sale, a copy of which is attached hereto as Exhibit D;

WHEREAS, pursuant to the Bond Resolution the City has determined that it is necessary and desirable to adopt this resolution (this "Supplemental Resolution") to provide for various details and other matters with respect to the 2010 Bond, which Supplemental Resolution shall constitute a Supplemental Resolution under the terms of the Bond Resolution.

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

SECTION 1. DEFINITIONS. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Bond Resolution.

SECTION 2. FINDINGS. The above stated Whereas clauses are hereby incorporated herein as part of this Resolution.

A. For the benefit of the residents of the City, the City finds, determines and declares that it is in the best financial interests of the City and its inhabitants to refinance the 1998 Bonds on more favorable financial terms. Issuance of the 2010 Bond to refinance the 1998 Bonds satisfies a paramount public purpose.

B. Debt service on the 2010 Bond will be payable solely from the Pledged Funds pursuant to the Bond Resolution on parity and equal status with the 2007 Bonds. The Pledged Funds will be sufficient to pay the principal and interest on the 2010 Bond herein authorized and the 2007 Bonds, as the same shall become due, and to make all deposits required by the Bond Resolution.

C. The city has received an offer from the Bank to purchase the 2010 Bond.

D. In consideration of the purchase and acceptance of the 2010 Bond authorized to be issued hereunder by those who shall be the Holder thereof from time to time, this Resolution shall constitute a contract between the City and the Holder.

E. All of the covenants contained in the Original Resolution, as amended, will be applicable to the 2010 Bond.

F. The City does not expect to issue more than $30 million in obligations, the interest on which is excluded from gross income under the provisions of the Internal

Revenue Code of 1986, as amended (the "Code"), in the calendar year ending December 31, 2010, and has been advised by Bond Counsel, based on the City's representation of such expectation, that the City is entitled to designate the 2010 Bond as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3)(B) of the Code.

SECTION 3. AUTHORIZATION AND DESCRIPTION OF THE 2010 BOND AND NEGOTIATED SALE THEREOF. In accordance with the Act and the terms of the Bond Resolution, this Resolution hereby authorizes the issuance of a bond of the City to be designated as "City of Cocoa, Florida Capital Improvement and Refunding Revenue Bond, Series 2010" to be issued in an aggregate principal amount of $3,200,000. The 2010 Bond shall be issued for the principal purposes of (i) financing the Refunding and, (ii) financing the 2010 Project and (iii) paying certain costs and expenses incurred in connection with the issuance of the 2010 Bond.

The 2010 Bond shall be dated as of the date of its delivery, shall be issued in the form of a fully registered bond in denominations of $100,000 or any integral multiple thereof, shall be numbered "R-1," shall bear interest payable semiannually on each April 1 and October 1 commencing April 1, 2011, at a fixed rate of interest of 2.50% (the "2010 Bond Interest Rate"), calculated on a 30/360 day count basis, and maturing in such amounts on October 1 of such years, and shall be subject to redemption provisions as provided in the form of 2010 Bond attached hereto as Exhibit A. The 2010 Bond may be exchanged or transferred by the Holder thereof but only upon the registration books maintained by the City and in the manner provided in the Bond Resolution; provided, however, the 2010 Bond may not be transferred in a denomination less than $100,000 under any circumstances. The 2010 Bond Interest Rate shall b e adjusted as provided in the form of 2010 Bond attached hereto as Exhibit A.

The principal of and premium, if any, on the 2010 Bond are payable by the Paying Agent directly to the Holder without presentment of the 2010 Bond, except upon payment of the final installment of principal. Interest payable on the 2010 Bond on any Interest Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Date, or at the option of the Paying Agent, and at the request and expense of such holder, by bank wire transfer for the account of such Holder. In the event the interest payable on any 2010 Bond is not punctually paid or duly provided for by the Issuer on such Interest Date, such defaulted interest will be paid to the Holder in whose name such Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such holder, not less than ten days preceding such special record date. All payments of principal of, premium, if any, and interest on the 2010 Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Because of the characteristics of the 2010 Bond, prevailing market conditions, and additional savings to be realized from an expeditious sale of the 2010 Bond, it is in the best interest of the City to accept the offer of the Bank to purchase the 2010 Bond at a private negotiated sale, which was

based upon a competitive selection process. Prior to the issuance of the 2010 bond, the City shall receive from the Bank a Purchaser's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Status, a form of which is attached hereto as Exhibit C.

SECTION 4. AUTHORIZATION OF THE 2010 PROJECT. The City hereby authorizes and empowers the construction of the 2010 Project. Any amendments or additions to the 2010 Project must be approved by subsequent resolution of the City Council.

SECTION 5. CREATION OF 2010 PROJECT SUBACCOUNT. The City hereby creates and establishes the "2010 Project Subaccount" within the City of Cocoa, Florida Capital Improvement Revenue Bonds, Construction Fund. Moneys deposited in the 2010 Project Subaccount shall be used to finance the Costs of the 2010 Project in the manner and to the extent provided by the Bond Resolution.

SECTION 6. AUTHORIZATION OF THE REFUNDING. The City hereby authorizes the Refunding.

SECTION 7. APPROVAL OF FORM OF ESCROW DEPOSIT AGREEMENT; APPOINTMENT OF ESCROW AGENT. Simultaneously with the delivery of the 2010 Bond to the Bank, the City shall enter into the Escrow Deposit Agreement with the Escrow Agent which shall provide for the deposit of sums and for the investment of moneys in appropriate Refunding Securities so as to produce sufficient funds to make all the payments described in the Escrow Deposit Agreement. The form of the Escrow Deposit Agreement attached hereto as Exhibit E is hereby approved, with such additional changes and insertions therein as conform to the provisions of this Resolution, and the execution and delivery to be conclusive evidence of the approval thereof by the officers executing same. The execution of the Escrow Deposit Agreement by the Mayor is hereby authorized, with such signature to be attested to by the City Clerk. At the time of execution of the Escrow Deposit Agreement, the City shall furnish to the Escrow Agent named therein appropriate documentation to demonstrate that the sums being deposited and the investments to be made will be sufficient for such purposes. The City hereby appoints The Bank of New York Mellon Trust Company, N.A., as Escrow Agent under the Escrow Deposit Agreement.

On the date of issuance of the 2010 Bond, the City may transfer moneys on deposit in the funds and accounts created for the benefit of the 1998 Bonds to the Escrow Agent to be held on behalf of the City and to be used pursuant to the terms of the Escrow Deposit Agreement.

SECTION 8. APPLICATION OF 2010 BOND PROCEEDS. The proceeds derived from the sale of the 2010 Bond, including accrued interest and premium, if any, shall be applied as follows:

(a) $2,786,284.72 of 2010 Bond proceeds shall be deposited with the Escrow Agent and used to redeem the outstanding 1998 Bonds on January 6, 2011, as provided in the Escrow Deposit Agreement;

(b) $45,000 shall be used by the City to pay the costs of issuance of the 2010 Bond; and

(c) The balance of the 2010 Bond proceeds shall be deposited into the 2010 Project Subaccount of the Construction Fund and shall be used to pay the Costs of the 2010 Project.

SECTION 9. **2010 BOND AS ADDITIONAL BOND.** The 2010 Bond shall be issued as an Additional Bond under and secured by the Bond Resolution in the same manner as the Outstanding 2007 Bonds, pursuant to Section 5.02 of the Bond Resolution and shall be executed and delivered in the manner as set forth herein and in the Bond Resolution, with such additional changes and insertions to the form attached hereto as Exhibit A as conform to the provisions of this Resolution, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers. The payment of principal of, premium, if any, and interest on the 2010 Bond shall be secured forthwith equally and ratably by a pledged of and lien upon the Pledged Funds equal to the lien granted to the holders of the Outstanding 2007 Bonds.

SECTION 10. **FURTHER AUTHORIZATIONS.** The Mayor, the Director of Finance, members of the City Council of the City, and the City's officers, attorneys and other agents and employees are hereby authorized and directed to execute any and all certifications or other instruments or documents required by the Bond Resolution, or any other document referred to above as a prerequisite or precondition to the issuance of the 2010 Bond and any such representation made therein shall be deemed to be made on behalf of the City. All action taken to date by the officers of the City in furtherance of the issuance of the 2010 Bond is hereby approved, confirmed and ratified.

SECTION 11. **APPOINTMENT OF REGISTRAR AND PAYING AGENT.** The City Clerk is hereby appointed as Registrar and the Director of Finance is hereby appointed as Paying Agent with respect to the 2010 Bond.

SECTION 12. **BANK QUALIFIED STATUS.** The City hereby designates the 2010 Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code. The City and any subordinate entities of the City and any issuer of "tax-exempt" debt that issues "on behalf of" the City do not reasonably expect during the calendar year 2010 to issue more than $30,000,000 of "tax-exempt" obligations including the 2010 Bond, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

SECTION 13. **REPEAL OF INCONSISTENT PROVISIONS.** All prior resolutions of the City inconsistent with the provisions of this Resolution are hereby amended and supplemented to conform with the provisions herein contained and, except as may otherwise amended and supplemented hereby, the Bond Resolution shall remain in full force and effect.

SECTION 14. **SEVERABILITY.** If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the 2010 Bond issued hereunder.

SECTION 15. **NO THIRD-PARTY BENEFICIARY.** Except as may be expressly described herein or in the Bond Resolution, nothing in the Bond Resolution or in the 2010 Bond, expressed or implied, is intended or shall be construed to confer upon anyone of another entity other than the City and the Holder of the 2010 Bond any right, remedy or claim, legal or equitable, under and by reason of the Bond Resolution or any provision thereof, or of the 2010 Bond, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the City and the Holder of the 2010 Bond from time to time.

SECTION 16. **NO PERSONAL LIABILITY.** Neither the members of the City Council nor any person executing the 2010 Bond shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 17. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 23rd day of November, 2010.

Michael C. Blake, Mayor

ATTEST:

Joan Clark, City Clerk

EXHIBIT A

FORM OF 2010 BOND

No. R-1

$3,200,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF COCOA, FLORIDA
CAPITAL IMPROVEMENT AND REFUNDING REVENUE BOND, SERIES 2010

Interest Rate	Maturity Date	Date of Original Issue
2.50% (Subject to adjustment as provided herein)	October 1, 2022	December 7, 2010

Registered Holder: BRANCH BANKING AND TRUST COMPANY

Principal Amount: THREE MILLION TWO HUNDRED THOUSAND DOLLARS

The City of Cocoa, Florida, (the "City"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent Interest Payment Date to which interest has been paid at the Interest Rate identified above on April 1 and October 1 of each year (each an "Interest Payment Date"), commencing April 1, 2011, until such Principal Amount shall have been paid which Interest Rate shall be subject to adjustment as provided in Schedule 2 attached to this Bond. The Principal Amount of this Bond shall be payable on October 1 in the years and amounts as indicated on Schedule 1 attached to this Bond.

Such Principal Amount, premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount premium, if any, and interest on this Bond is payable by the Paying Agent directly to the Registered Holder, without presentment of this Bond, except upon payment of the final installment of principal, to the person in whose name this Bond shall be registered on the registration books of the City maintained by the City Clerk, as Registrar, at the close of business on the date which shall be the fifteenth day

(whether or not a business day) of the calendar month next preceding each Interest Payment Date and shall be paid by a check or draft of such Paying Agent mailed to such Registered Holder at the address appearing on such registration books or, at the request and expense of such Registered Holder, by bank wire transfer for the account of such Holder.

This Bond is issued for the principal purposes of providing moneys for the refunding of the City's Outstanding Capital Improvement Revenue Bonds, Series 1998, financing the 2010 Project and to pay the costs of issuance of this Bond (all as more particularly described in the hereinafter defined Resolution), under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 166, Parts II and III, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act"), and a Capital Improvement Revenue Bond Resolution of the City adopted on April 14, 1998, as amended and supplemented (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Bond and the interest hereon are payable from and secured by a pledge of and lien upon (1) the Public Service Tax Revenues (as defined in the Resolution) and (2) Franchise Fee Revenues (as defined in the Resolution) and (3) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in certain of the funds and accounts established by the Resolution, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Funds").

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS BOND THAT THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL AND INTEREST. THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE CITY, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM, THE PLEDGED FUNDS.

Neither the members of the City Council (the "Council"), as the governing body of the City nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

The principal of this bond may be prepaid in whole, but not in part, on any Interest Payment Date at the price of 101% of the par value of the amount being prepaid, plus interest accrued to the date of prepayment.

The transfer of this Bond is registrable in accordance with the terms of the Resolution only upon the books of the City kept for that purpose by the Registrar by the Registered Holder hereof in

person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing. The Bond is issuable in the form of a fully registered Bond in the denomination of $100,000 and any integral multiple thereof, not exceeding the aggregate principal amount of the Bonds. The City, the Registrar and, any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The City and the Registrar shall not be obligated to make any such exchange or transfer of this Bond during the period commencing on the fifteenth day of the month immediately preceding an Interest Date on this Bond and ending on such Interest Date.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants, and the rights, duties, immunities and obligations of the City.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Cocoa, Florida, acting by and through the City Council has issued this Bond and has caused the same to be executed by the manual or facsimile signature of the Mayor of the City Council and countersigned and attested by the manual or facsimile signature of the Clerk to the Council, and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the Date of Original Issue.

CITY OF COCOA, FLORIDA

(SEAL)

_____

Mayor of the City Council of the
City of Cocoa, Florida

ATTESTED AND COUNTERSIGNED:

_____

City Clerk of the City Council of the
City of Cocoa, Florida

CERTIFICATE OF AUTHENTICATION

This Bond is the Bonds described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

_____

City Clerk of the City Council of the City of Cocoa, Florida as Registrar

_____

SCHEDULE 1

CITY OF COCOA, FLORIDA
CAPITAL IMPROVEMENT AND REFUNDING REVENUE BOND, SERIES 2010

PRINCIPAL AMORTIZATION SCHEDULE

PAYMENT DATE (OCTOBER 1)	PRINCIPAL AMOUNT
2011	$ 247,000
2012	235,000
2013	242,000
2014	249,000
2015	255,000
2016	261,000
2017	266,000
2018	277,000
2019	281,000
2020	290,000
2021	294,000
2022	303,000
Total	$3,200,000

SCHEDULE 2

ADJUSTMENTS TO INTEREST RATE IN CERTAIN EVENTS

As used in this Bond:

"Maximum Corporate Tax Rate" shall mean (a) on the date of issuance of this Bond, 35% and (b) thereafter, the maximum marginal rate of income tax imposed on corporations under Section 11 of the Internal Revenue Code of 1986, as amended (the "Code").

"Determination of Taxability" shall mean the circumstance that shall be deemed to have occurred if interest paid or payable on this Bond becomes includable for federal income tax purposes in the gross income of the Registered Holder as a consequence of any act, omission or event whatsoever, and regardless of whether the same was within or beyond the control of the City. A Determination of Taxability will be deemed to have occurred upon (a) the receipt by the City or the Registered Holder of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency which holds that any interest payable on this Bond is includable in the gross income of the Registered Holder; (b) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on this Bond is includable in the gross income of the Registered Holder; or (c) receipt by the City or the Registered Holder of an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions to the effect that any interest on this Bond has become includable in the gross income of the Registered Holder for federal income tax purposes. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on this Bond is deemed includable in the gross income of the Registered Holder. A Determination of Taxability shall not occur in the event such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum tax imposed on corporations.

Upon the Determination of Taxability and timely written notice thereof, the City shall have an opportunity to participate in and seek, at its own expense, a final administrative determination or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the existence of such event of taxability; provided that the City, at its own expense, delivers to the Registered Holder an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions acceptable to the Registered Holder to the effect that such appeal or action for judicial or administrative review is not without merit and there is a reasonable possibility that the judgment, order, ruling or decision from which such appeal or action for judicial or administrative review is taken will be reversed, vacated or otherwise set aside.

If (i) there has been a Determination of Taxability, (ii) there has been enacted amendments to existing law which would adversely affect the Registered Holder's after-tax yield with regard to

this Bond, or (iii) this Bond shall not be "a qualified tax exempt obligation" as defined in Section 265(b)(3)(B) of the Code, then the Registered Holder shall have the right to adjust the Interest Rate on this Bond in order to maintain the same after-tax yield as if the events described in (i), (ii) or (iii) had not occurred. The adjustment described in (i) above shall survive payment of this Bond until such time as the federal statute of limitations under which the interest on this Bond could be declared taxable under the Code, and the applicable rules and regulations promulgated thereunder shall have expired. For so long as this Bond is owned by Branch Banking and Trust Company, the Interest Rate set forth on the face of this Bond assumes a Maximum Corporate Tax Rate of 35%. In the event of a change in the Maximum Corporate Tax Rate, so long as this Bond is owned by Branch Banking and Trust Company, or its successors and assigns, the Registered Holder shall have the right to cause the Interest Rate to be adjusted in order to maintain the same after-tax yield.

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Branch Banking and Trust Company (the "Purchaser") has not required the City of Cocoa, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the $3,200,000 City of Cocoa, Florida Capital Improvement and Refunding Revenue Bond, Series 2010 (the "Series 2010 Bond"), and no inference should be drawn that the Purchaser, in the acceptance of said Series 2010 Bond, is relying on Bond Counsel or Issuer's Counsel as to any such matters other than the legal opinion rendered by Bond Counsel, Bryant Miller Olive P.A. and by Issuer's Counsel, Brown Garganese, Weiss & D'Agresta, P.A. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 98-25 adopted by the City Council of the Issuer on April 14, 1998, as amended and supplemented by Resolution No. 2007-58 adopted by the City Council of the Issuer on June 26, 2007, and as supplemented by Resolution No. 2010-157 adopted on November 23, 2010 (collectively, the "Resolution").

We are aware that investment in the 2010 Bond involves various risks, that the 2010 Bond is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the 2010 Bond is secured solely from the sources and in the manner described in the Resolution (the "Bond Security").

We have made such independent investigation of the Bond Security as we, in the exercise of sound business judgment, considered to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the 2010 Bond and can bear the economic risk of our investment in the 2010 Bond.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the 2010 Bond as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the 2010 Bond may not be transferred in a denomination less than $100,000 in any circumstances.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the 2010 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are a national bank under the laws of the United States.

DATED this 7th of December, 2010.

BRANCH BANKING AND TRUST COMPANY

By:_____
Name: Michael C. Smith
Title: Assistant Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the City of Cocoa, Florida (the "Issuer") for the private purchase of its City of Cocoa, Florida, Capital Improvement and Refunding Revenue Bond, Series 2010 (the "Series 2010 Bond") in the principal amount of $3,200,000. Prior to the award of the Series 2010 Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Bank") in connection with the issuance of the Series 2010 Bond (such fees and expenses to be paid by the Issuer):

Bank's Counsel (Greenberg Traurig): $_____
Credit Review Fee: $_____

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Bank in connection with the issuance of the Series 2010 Bond to any person not regularly employed or retained by the Bank (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Bank, as set forth in paragraph (1) above:

None

(b) No person has entered into an understanding with the Bank, or to the knowledge of the Bank, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Bank or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2010 Bond.

3. The amount of the underwriting spread expected to be realized by the Bank is $0.

4. The management fee to be charged by the Bank is $0.

5. Truth-in-Bonding Statement:

The Series 2010 Bond is being issued primarily to currently refund the Outstanding City of Cocoa, Florida, Capital Improvement Revenue Bonds, Series 1998 and the finance the 2010 Project.

Unless earlier prepaid at the option of the Issuer prior to its scheduled maturity date, the Series 2010 Bond is expected to be repaid by October 1, 2022. At an interest rate of 2.50%, total interest paid over the life of the Series 2010 Bond is estimated to be $526,758.33.

The Series 2010 Bond will be payable solely from revenues of the Pledged Funds as described in Resolution No. 98-25 of the Issuer adopted on April 14, 1998, as amended and supplemented from time to time, and as particularly supplemented by Resolution No. 2010-157 of the Issuer adopted on November 23, 2010 (collectively, the "Resolution"). See the Resolution for a definition of Pledged Funds. Issuance of the Series 2010 Bond is estimated to result in an annual average of approximately $315,381.52 of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Series 2010 Bond. Authorizing this Series 2010 Bond will result in a net savings to the Issuer of amounts that would otherwise have been spent to service the debt refunded by the Series 2010 Bond.

6. The name and address of the Bank is as follows:

Branch Banking and Trust Company
5130 Parkway Plaza Blvd., Building No. 9
Charlotte, North Carolina 28217

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Bank this 7th day of December, 2010.

BRANCH BANKING AND TRUST COMPANY

By:_____
Name: Michael C. Smith
Title: Assistant Vice President

EXHIBIT E

FORM OF ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of December 7, 2010, by and between the CITY OF COCOA, FLORIDA (the "Issuer"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized under the laws of the United States of America, as Escrow Agent and its successors and assigns (the "Escrow Agent");

W I T N E S S E T H:

WHEREAS, the Issuer has previously authorized and issued its Capital Improvement Revenue Bonds, Series 1998 (the "Series 1998 Bonds"); and

WHEREAS, the Issuer has determined to provide for payment of the Total Debt Service of the Outstanding Series 1998 Bonds (the "Refunded Bonds") by depositing with the Escrow Agent an amount which is at least equal to such Total Debt Service (as hereinafter defined); and

WHEREAS, in order to obtain the funds needed for such purpose, the Issuer has authorized and is, concurrently with the delivery of this Agreement, issuing its Capital Improvement and Refunding Revenue Bond, Series 2010 (the "Series 2010 Bond"); and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall defease and discharge the Issuer from the aforestated obligations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

(a) "Agreement" means this Escrow Deposit Agreement.

(b) "Annual Debt Service" means the interest and principal on the Refunded Bonds coming due January 6, 2011 as shown on Schedule A attached hereto and made a part hereof.

(c) "Escrow Account" means the account hereby created and entitled Escrow Account established and held by the Escrow Agent pursuant to this Agreement, in which cash will be held for payment of the principal of and accrued interest on the Refunded Bonds as they become due and payable.

(e) "Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., a national banking association, and its successors and assigns.

(f) "Escrow Requirement" means, as of any date of calculation, the sum of an amount in cash in the Escrow Account which will be sufficient to pay the Total Debt Service on the Refunded Bonds in accordance with Schedule A.

(g) "Issuer" means the City of Ocoee, Florida, and its successors and assigns.

(h) "Resolution" means collectively, Resolution No. 98-25 adopted by the City County of the City of Cocoa, Florida (the "City Council") on April 14, 1998, as amended and supplemented from time to time, particularly as amended by Resolution No. 2007-58 adopted by the City Council on June 26, 2007 and supplemented by Resolution No. 2010-157 adopted by the City Council on November 23, 2010, authorizing issuance of the Series 2010 Bond.

(i) "Refunded Bonds" means the October 1, 2016 and October 1, 2022 maturities of the Issuer's City of Cocoa, Florida Capital Improvement Revenue Bonds, Series 1998 as shown on Schedule C.

(j) "Series 2010 Bond" means the $3,200,000 City of Cocoa, Florida, Capital Improvement and Refunding Revenue Bond, Series 2010, issued under the Resolution

(k) "Total Debt Service" means the sum of the principal and interest remaining unpaid with respect to the Refunded Bonds in accordance with Schedule A attached hereto.

SECTION 2. Deposit of Funds. The Issuer hereby deposits $2,786,284.72 of Series 2010 Bond proceeds with the Escrow Agent for deposit into the Escrow Account, in immediately available funds, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement. The Issuer represents that such funds are at least equal to the Escrow Requirement as of the date of such deposit.

SECTION 3. Use and Investment of Funds. The Escrow Agent acknowledges receipt of the sum described in Section 2 and agrees:

(a) to hold the funds purchased pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds;

(b) to hold such funds in cash as set forth on Schedule B attached hereto and to hold such cash in accordance with the terms of this Agreement;

(c) there will be no investment of funds except as set forth in this Section 3.

SECTION 4. Payment of Refunded Bonds.

(a) Refunded Bonds. On the date and in the amount set forth on Schedule A, the Escrow Agent shall transfer to The Bank of New York Mellon Trust Company, N.A., the Paying Agent for the Refunded Bonds (the "Paying Agent"), in immediately available funds solely from amounts available in the Escrow Account, a sum sufficient to pay that portion of the Annual Debt Service for the Refunded Bonds coming due on such date, as shown on Schedule A.

(b) Surplus. After making the payments from the Escrow Account described in Subsection 4(a) and (b) above, the Escrow Agent shall retain in the Escrow Account any remaining cash in the Escrow Account in excess of the Escrow Requirement until the termination of this Agreement, and shall then pay any remaining funds to the Issuer for deposit to pay interest on the Series 2010 Bond.

(d) Priority of Payments. The holders of the Refunded Bonds shall have an express first priority security interest in the funds in the Escrow Account until such funds are used and applied as provided in this Agreement.

SECTION 5. No Redemption or Acceleration of Maturity. Except as set forth in the Resolution and reflected on Schedule A hereto, the Issuer will not accelerate the maturity of, or exercise any option to redeem before maturity, any Refunded Bonds.

SECTION 6. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein or for any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder. The duties and obligations of the Escrow Agent may be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Issuer, at the Issuer's expense and in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer.

SECTION 7. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, any rating agency then providing a rating on either the Refunded Bonds or the Series 2010 Bond, and the Paying Agent for the Refunded Bonds not less than sixty (60) days before such

resignation shall take effect. Such resignation shall not take effect until the appointment of a new Escrow Agent hereunder.

SECTION 8. Removal of Escrow Agent.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percentum (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer, and notice in writing given by such holders to the original purchaser or purchasers of the Series 2010 Bond, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than five percentum (5%) in aggregate principal amount of the Series 2010 Bond then outstanding, or the holders of not less than five percentum (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 9. Successor Escrow Agent.

(a) If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall appoint an Escrow Agent to fill such vacancy. The Issuer shall either (i) publish notice of any such appointment made by it once in each week for two (2) successive weeks in a newspaper of general circulation published in the territorial limits of the Issuer and in a daily newspaper or financial journal of general circulation in the City of New York, New York, or (ii) mail a notice of any such appointment made by it to the holders of the Refunded Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Series 2010 Bond then outstanding or a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such holders and filed with the City Council, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to

the predecessor Escrow Agent and to the Escrow Agent so appointed by the bondholders. In the case of conflicting appointments made by the bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(d) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer the bond administration portion of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor Escrow Agent hereunder and vested with all the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any parties hereto, anything herein to the contrary notwithstanding, provided such successor shall have reported total capital and surplus in excess of $150,000,000, provided that such successor Escrow Agent assume in writing all the trust, duties and responsibilities of the Escrow Agent hereunder.

SECTION 10. Payment to Escrow Agent. The Escrow Agent hereby acknowledges that it has agreed to accept compensation under the Agreement in the sum of $200, payable at closing, for services to be performed by the Escrow Agent pursuant to this Agreement, plus out-of-pocket expenses (including attorneys fees) to be reimbursed at cost from legally available funds of the Issuer. The Escrow Agent shall have no lien or claim against funds in the Escrow Account for payment of obligations due it under this Section.

SECTION 11. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds.

SECTION 12. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law such covenant or agreements herein contained shall be null and void and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 13. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds and the Bonds and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all

affected holders, the Escrow Agent and the Issuer; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent, for the benefit of the holders of the Series 2010 Bond and the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to request at the Issuer's expense and rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 14. Indemnity. To the extent permitted by law, the Issuer hereby agrees to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against at any time, the Escrow Agent (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Account established hereunder, the acceptance of the funds deposited therein and any payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent against its own negligence or willful misconduct. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement. The Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Escrow Requirement. Furthermore, the Escrow Agent shall not be liable for the accuracy of the calculation as to the sufficiency of moneys and the principal amount of Eligible Securities and the earnings thereon to pay the Escrow Requirement.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 16. Governing Law. This Agreement shall be construed under the laws of the State of Florida.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Joan Clark, City Clerk

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Escrow Agent

By:_____

Name:
Title:

[Signature page to Escrow Deposit Agreement]

SCHEDULE A

TOTAL DEBT SERVICE
FOR
REFUNDED BONDS

Date	Interest	Principal Redeemed	Total Paid
01/06/2011	$36,284.72	$2,750,000	$2,786,284.72

SCHEDULE C

Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
10/01/2016	5.00%	$1,175,000	1/06/2011	100.00
10/01/2022	5.00%	$1,575,000	1/06/2011	100.00

RESOLUTION NO. 2018-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 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, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/06/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,853	201-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 366,070	$ 366,070	$ 371,923	$ 371,923
$ 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
$ 5,853	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,853	201-1600-513.72-00		DEBT SERVICE - INTEREST	$ 700,619	$ 700,619	$ 706,472	$ 699,015
$ 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
$ 5,853	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

A recent enactment of federal tax laws changed the federal corporate tax rate which resulted in an increase in the interest rate for the Series 2010 Note. The FY18 budget includes $36,125; however, $41,978 is required to cover the additional cost. Agenda 18-77

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/13/18 *RESOLUTION #:* 2018-015

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.

3/6/18	Anne Quesada Digitally signed by Anne Quesada Date: 2018.03.06 16:17:50 -05'00'	3/7/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.03.07 13:40:07 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/7/18	Teri Butler Digitally signed by Teri Butler Date: 2018.03.07 12:25:25 -05'00'	3/7/18	Lora Howell Digitally signed by Lora Howell Date: 2018.03.07 13:42:31 -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 #: _____

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	18-78	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	2/26/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve the Final Ranking of the short list of firms, for RFQ-18-07-COC, Consulting Services for Investment Management Services and to authorize the City Manager and City Attorney to negotiate and execute a contract with the top ranked firm. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RFQ Investment Management Services 2018 FINAL.pdf Score Sheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 26, 2018
Agenda Date: March 13, 2018
Prepared By: Lora Howell, Deputy Finance Director
Through: Teri Butler, CGFO, Finance Director
Requested Action:
To Approve the Final Ranking of the short list of firms, for RFQ-18-07-COC, Consulting Services for Investment Management Services and to authorize the City Manager and City Attorney to negotiate and execute a contract with the top ranked firm.

BACKGROUND:

Proposals for Consulting and Investment Management Services were opened on January 18, 2018 at 4:30 P.M. The Purchasing Division sent out four hundred twenty-four (424) invitations and notifications to bid/propose and received five (5) responses from fifteen (15) plan holders.

A publically noticed Selection Committee meeting to score and rank respondents was held on February 2, 2018 at 10:00 A.M. Prior to the meeting, three (3) of the five (5) respondents were disqualified for including fee data in their proposals. The instructions within the proposal was to have the fee schedules submitted in a separate sealed folder. The two remaining firms were ranked by the Committee, which consisted of, Teri Butler, Finance Director, Lora Howell, Deputy Finance Director and the City's Financial Advisor, Craig Dunlap, of Dunlap and Associates, Inc. The ranking was based on Capital and Capacity, Experience and Qualifications, and Knowledge of the City's Needs. Below is the ranking from the Selection Committee.

#1 Public Trust Advisors

#2 Insight Investment

Oral Presentations were presented to the Selection Committee 9:00 A.M. to 12:00 P.M. on February 16, 2018. A publically noticed Selection Committee meeting was held on February 16, 2018 at 1:00 P.M. to select and score for the top firm recommended for the award. The firm with the highest score from the Selection Committee on both the Oral Presentation, and the References, was Public Trust Advisors.

STRATEGIC PLAN CONNECTION:

Entering into an agreement with a professional Investment Management Services Firm allows the City to actively manage the City's investment assets to obtain the best rate of return using the City's Investment Policy.

BUDGETARY IMPACT:

Finance will bring the Budgetary Impact back to Cocoa City Council, once negotiations have ended and a final cost is determined.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve the Final Ranking of the short list of firms, for RFQ-18-07-COC, Consulting Services for Investment Management Services and to authorize the City Manager and City Attorney to negotiate and execute a contract with the top ranked firm.

REQUEST FOR QUALIFICATIONS

City of Cocoa, Florida

CONSULTING SERVICES
FOR
INVESTMENT MANAGEMENT SERVICES

RFQ # Q-18-07-COC

January 2018

Request for Qualifications (RFQ) #Q-18-07-COC
INVESTMENT MANAGEMENT SERVICES

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

ISSUE DATE: 12/20/2017
Page 1 of 28
PROPOSALS MUST BE RECEIVED PRIOR TO 4:00 P.M. ON January 18, 2018

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 List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____ Addenda Acknowledgement #(s)_____Received

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 the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and five (5) copies of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, RFQ**# Q-18-07-COC.** Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. 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 RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ 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. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank respondents to this RFQ. The final ranking of the qualifications of all respondents by the City does not guarantee that any of the highest ranked respondents will be selected to perform the services required by this RFQ. The City may elect, at its sole discretion, to initiate negotiations to enter into one or more written agreements with selected respondents pursuant to this RFQ. Said agreements shall be approved separately 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 RFQ with any respondent at any time. Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ 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 RFQ.

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

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

_____
Name of Respondent

_____
Authorized Signature

_____
Name & Title

_____
Date

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REQUEST FOR QUALIFICATIONS FOR INVESTMENT MANAGEMENT SERVICES

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SECTION I

INTRODUCTION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications from investment management firms to provide the City with

INVESTMENT MANAGEMENT SERVICES for an initial period of three (3) years with two (2) twelve (12) month options to renew at the mutual agreement of both parties, for a Portfolio of approximately $50 million dollars.

RFQ **DUE DATE & TIME:** January 18, 2018**, 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.

All RFQ information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFQ No. Q-18-07-COC INVESTMENT MANAGEMENT SERVICES.** Respondent's name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Respondents shall submit six (6) complete sets (one (1) original (marked "ORIGINAL"), and five (5) copies of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The RFQ and any Addendums are available online at http://www.demandstar.com .

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), 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 RFQ 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 . **Questions received after January 9, 2018 will not be answered**. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response.

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, 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 RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ 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.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the respondent only intends to respond for the contract in its entirety.

ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the contract.

AWARD - Award shall be generally made to the firm that demonstrates technical capability while most closely meeting the city's needs according to the evaluation criteria and factors designated in the solicitation. Further, once the Selection Committee approves a ranking of the firms, the award will depend upon the successful respondent negotiating acceptable terms under a Services Agreement. **Respondents are hereby notified that should a respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered. The successful respondent shall be the one that is not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City can not agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a contract or rejected all of the proposals at its sole discretion.

CONFLICT OF INTEREST - The respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing.

Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and may not transact business with any public entity.

ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the respondent's qualifications and ability to fulfill the requirements of the RFQ.

F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

NON-DISCRIMINATION - The successful respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - The respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation. The City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. Unless otherwise directed in the contract for services, all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may

not submit a response for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List.

PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01 Florida Statutes (The Public Records Law.) Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFQ response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

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

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

TERMINATION FOR CAUSE: If a respondent is awarded a contract under this RFQ, 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 RFQ, 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.

TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent, they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL TERMS & CONDITIONS

ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Onvia DemandStar at http://www.demandstar.com. Respondents are responsible to check this location for updates.

COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent (contractor) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, attorneys, representatives and employees (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform contractor's obligations pursuant to this RFQ and any subsequent contract."

LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the respondent, respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

"The City desires to enter into this contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the contract, so that the City's liability for any breach never exceeds the sum of any contract amount that is owed by the City for services actually performed by the respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, respondent expresses its willingness to enter into this contract with the knowledge that the respondent's recovery from the City to any action or claim arising from the contract is limited to a maximum amount of the sum of any contract amount that is owed by the City for services actually

performed by the respondent to the City's complete satisfaction. Nothing contained in this paragraph or elsewhere in this contract 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."

PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

TERMS: Contracts awarded and entered into under this RFQ shall be project or task based, subject to deadlines mutually agreed to by the parties. Therefore, the contract term will be based on the tasks assigned under the contract for the INVESTMENT MANAGEMENT SERVICES and shall be subject to the City's right to terminate the Contract for cause or convenience. **The term of the Agreement is one (1) year with up to two (2), one (1) year renewals and will not exceed three (3) years.** 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 RFQ.

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. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the Project Manager **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

LIABILITY INSURANCE

1. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

2. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000.00 and with a deductible not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

SECTION II

1. GENERAL INFORMATION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications from qualified firms to provide the City with assistance regarding

INVESTMENT MANAGEMENT SERVICES

However, project teams consisting of a qualified lead firm and other qualified consultants firms will be considered. In addition, the City reserves the right, at its sole discretion, to select among the respondents of this RFQ or through other bidding procedures, other consulting firms to handle component parts of the anticipated project if the City deems it in the City's best interests to do so.

The firm selected will serve as the City's consultant to (actively manage the City's investment portfolio that will be held in a trust in a banking institution of the City's choosing).

Services to be provided include, but are not limited to, the services described in the Scope of Services. The selected firm will be required to enter into an Agreement in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City to be fair, competitive and reasonable.

The City's objective, as stated in the Investment Policy adopted July 27, 2010, is to provide for Safety of Principal, Maintenance of Liquidity, and Return on Investment.

2. SCOPE OF SERVICES

The City of Cocoa is requesting proposals from qualified consultants for INVESTMENT MANAGEMENT SERVICES. No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

The Account Manager shall perform the services required by the City for its Portfolios. The Account Manager shall be registered with the SEC under the Investment Advisor's Act of 1940 and will act in a fiduciary capacity.

It is the intent of the City to solicit Qualification Statements from Respondents having expertise in the provision of professional services as described below and set forth in the attached Notice of Solicitation for Responses. Respondents must demonstrate the capability to perform these services:

- Manage on a daily basis, the City's investment portfolio pursuant to the specific, stated investment objectives. Evaluate markets and recommend purchase and sale of securities and communicate settlement information to the City. Obtain bids and place all orders for specific purchases and sale of securities, communicate settlement information to the City staff as trades are ordered and assist in coordinating security settlement, all in accordance with the Investment Policy.

- Work with City staff to develop cash flow projections to ensure the investment strategy is consistent with the City's cash requirements and provide recommendations for change.

- Serve as a general resource to the City staff for information, advice and training regarding all investment types within the City's investment portfolio.

- Assist the City in reviewing the City's Investment Policy to reflect current market conditions allowing for change and diversity. The policy must be in accordance with Florida Statutes Section 218.415. The selected investment manager must ensure compliance with the investment policy and provide monthly reports showing compliance.

- Provide monthly statements on investment activity, earnings, gains/losses and the value of the investment portfolio. These reports must include mark-to-market valuation as required by GASB 31 and 40.

- Provide quarterly investment reports to the Investment Committee, including a description of market conditions, investment strategies employed, performance, compliance with the City's Investment Policy and suggested changes to investment strategy.

- Make periodic presentations to City Council as required by the City Manager and/or the Investment Committee.

- Assist in risk control to ensure the ongoing safety of the City's assets not related to market risk.

- The Investment Management Firm will NOT provide custodial services or security safekeeping but will assist the City in procuring custodial services.

- Solicit three competitive quotes from authorized broker/dealers for permitted investment securities and maintain written documentation of such quotes.

- Make available daily information on investment trades

- Interface with staff safekeeping agent and trustees to assure the coordination of investments, delivery of securities and availability of funds as needed

- Provide online reporting platform and training to City staff to have access to the City's portfolio activities at all times.

- Keep City staff informed of any regulatory changes impacting the City's investment program.

Qualified firms wishing to respond to the RFQ must provide all services described in this document, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants.

The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Finance Director.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFQ, must include the entire effort required of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

3. MINIMUM RESPONDENT QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To be considered by the City the respondents must:

- Have a minimum of five (10) years of experience in managing all types of investment instruments to include, but not limited to, commercial paper, asset backed securities, collateralized mortgage obligations, corporate notes, variable rate demand notes and guaranteed investment contracts for at least five (5) governmental agencies or units.

- Be currently managing and/or advising at least $500 million of domestic fixed income assets and other investment types for governmental organizations. The firm's own funds will not count as public funds.

- Be familiar with all applicable Florida Statutes with regard to qualified investments for public entities.

- Be familiar with the City's current Investment Policy. A copy of this policy can be found in ATTACHMENT A.

- Assign an Account Manager to the City's account/s with a minimum of five (5) years of experience in public funds investment management, who is familiar with all applicable Florida Statutes with regard to qualified investments for public entities.

- Be registered with the Securities and Exchange Commission under the Investment Advisor's Act of 1940 and provide proof of registration.

- Display an understanding of the related issues and constraints of the arbitrage regulations and laws.

- Be financially solvent and appropriately capitalized to be able to service the City for the duration of the contract.

- Have Errors & Omissions and Fiduciary Liability Insurance coverage of at least $10 million.

- Adhere to the Code of Professional and Ethical Standards as described by the Association for Investment Management Research "AIRM" (CFA Institute).

SECTION III

RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit one (1) original marked "ORIGINAL", and five (5) copies of the proposal must be received by the City of Cocoa on or before 4:00 P.M., January 18, 2018.

Respondents must include and clearly identify the following information in their proposal:

Title Page: Title Page shall show the RFQ subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal. **The**

title page of this document may be used as your title page or you may create your own. The title page of this document is a required proposal submittal form.

Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ.

Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page.

Executive Summary: The Executive Summary section of the proposal shall be limited to five (5) typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the Respondent's ability to meet the requirements of the RFQ and approach to the project.

General Information: The General Information section of the proposal shall be limited to two (2) typewritten pages. The purpose of the General Information section is to provide a brief discussion of Respondent's business history and current purpose/function in the marketplace.

Summary of Qualifications: The Summary of Qualifications section of the proposal shall be limited to ten (10) typewritten pages. Indicate the Respondent's background in providing these services to governmental entities. Provide a listing of comparable client references that are using the Respondent's professional services, (i.e., client name, address, telephone number, contact person and length of time service was provided). Indicate specifically the members of the firm who will have primary responsibility for the City's contract. Also indicate all key individuals and sub-consultant's (if any) and their tasks and/or areas of expertise.

Resumes and Attachments: Resumes and additional information which the Respondent feels will assist in the evaluation should be included, limited to three (3) type written pages for each resume.

Fee Schedule: When compiling their responses, **this section must be presented in a separate, sealed envelope marked "Fee Schedule"** included with the RFQ submittal documents. The Fee Schedule will be opened and considered only after the Selection Committee has determined a ranking. Attach Fee Schedule Form.

Additional Required Proposal Submittal Forms: Reference Sheets, Questionnaires, Agreements, Certificates of Insurance, Affidavits, Title Page from this document, and other materials requested by the City.

- Proposer must be financially solvent. Please provide the last 3 yrs. of audited financial statements.
- Provide a list of all public clients for whom the Proposer has provided investment management services since 2010 and which services were terminated before the end of the Agreement term. If services were terminated explain reason.
- Disclose any conflict of interest and the outcomes.
- Disclose any litigation since 2010 and the outcomes.
- Provide proof of registration with the Securities and Exchange Commission under the Investment Advisor's Act of 1940.

Written Response to Evaluation Criteria: If any of the factors, questions, or criteria is not applicable, the respondent is instructed to write "not applicable" as an answer.

Proposal Package: When compiling their responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; **proposals should NOT be bound other than binder clips and/or rubber bands**; do not use three ring binders of any kind; tabs and dividers should be the type that can be fed through a standard copy machine: and sections should be compiled in the sequence list above. Maximum number of pages shall be **50 pages**, not including tabs and dividers. Responses not submitted in the format set forth herein may be rejected.

SECTION IV

RFQ **TIME LINE**

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

STAGE	**DATE**
RFQ Issued:	December 20, 2017
RFQ Advertised:	December 28, 2017
RFQ Re-advertised	January 4, 2018
Deadline for Respondent Questions:	January 9, 2018
Responses/Addendum Issued by City no later than:	January 12, 2018
RFQ Submission Deadline:	January 18, 2018
Short List Selected for Presentations:	TBD
Presentations before Selection Committee (SC):	TBD
Final Ranking and Recommendation of Firms by SC:	TBD
City Council consideration of SC Recommendation and City Council's decision regarding Contract Negotiations:	March 2018
Contract Award by Council (including an initial task order):	March 2018

PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of

the written submittals alone, then the Selection Committee shall schedule one or more of the top ranked firm(s) for presentations.

If the City chooses to conduct oral presentations with one or more of the respondents, the presentations will be held before the Selection Committee at a duly noticed meeting which will be open to the public. Minutes of the meeting will be prepared and the meeting may be tape recorded at the City's discretion. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and respondents will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. Respondents are required to be available for the presentations, and top members of the Respondent's team that will be working on and supervising the project are expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each respondent divided into three sequential parts: (1) Introductory presentation by the Respondent; (2) Questions and Answers between members of the Selection Committee and the Respondent; and (3) Brief closing remarks by the Respondent. The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria and factors set forth in the RFQ.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set out in this RFQ.

After the presentations, the Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session and will likely occur at subsequently noticed meeting of the Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Selection Committee and the award of any and all contracts under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

SECTION V

EVALUATION AND SCORING:

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFQ who meet the requirements shall be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Evaluations will be accomplished by a ranking of the proposers. Proposals will be ranked in sequential order with one (1) being the highest ranking. Rankings are totaled with an ordinal

ranking system. The Selection Committee will consist of three (3) voting and one (1) non-voting members.

The recommendation for award will be based on the following criteria:

A. Experience and Qualifications	30 points
B. Knowledge of the City's needs	30 points
C. Capital and capacity to provide the requested services	30 points
D. References	5 points
E. Oral Presentation/Interview (if applicable)	5 points
TOTAL POSSIBLE POINTS	**100 points**

Mandatory Elements

1) The firm is independent and licensed to practice in Florida.
2) The firm's professional personnel have received adequate continuing professional education & training.
3) The firm has no conflict of interest with regard to any other work performed by the firm for the City of Cocoa. (Affidavit, Section VIII)
4) The firm adheres to the instructions in this request for qualifications on preparing and submitting the proposal.
5) The firm has experience in developing providing investment management services.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1) Responsiveness of the proposal related to the Scope of Work;
2) The ability of the proposer to provide future services expanded beyond this RFQ;
3) The character, integrity, reputation, judgment, experience and efficiency of the proposer;
4) The quality of performance of previous contracts;
5) The previous and existing compliance by the proposer with laws and ordinances relating to the contract;
6) Responses of client references;
7) Such other information as may be secured.

Criteria

Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical qualifications. The following represent the principal selection criteria which will be considered during the evaluation process.

A. Experience and Qualifications (_30_Points)

1) Experience and Qualifications

a) Do the individuals assigned to work with the City have experience on similar projects?
b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the City requires?
c) How extensive is the applicable education and experience of the personnel designated to work with the City?
d) Has the firm provided letters of reference from previous clients?

B. Knowledge of the City's needs (_30_Points)

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

2) How well has the offeror identified pertinent issues and potential problems related to the project?

3) How well has the offeror demonstrated that it understands the deliverables the City expects it to provide?

4) How well has the offeror demonstrated that it understands the City's time schedule and can meet it?

5) Is there a representative in the local area assigned to the City who can attend meetings and make presentations to City Council when requested?

C. Capital and capacity to provide the requested services (_30_Points)

D. References (_5_Points)

1) How successful is the general history of the firm regarding the successful management of similar fixed income portfolios?

2) How well has the firm demonstrated experience completing similar projects within budget?

F. Oral Presentation/Interview (_5_Points)

Recommendation and Approval of Ranking:
The City staff shall rank (short list) all complete written proposals received and/or formal oral presentations/interviews in order of preference and submit this ranking as its final short list recommendation to the City Council. Once the City Council has approved staff's recommended short list ranking, the requesting department designated negotiator will enter into contract negotiations with the highest rated firm. If agreement cannot be reached with the highest rated firm, negotiations will continue with the firms in order of rank until agreement is reached

EVALUATION PROCEDURE

All responses will be subject to a review and evaluation by a Selection Committee established by the Finance Director. The City will consider all responsive and responsible responses received in its evaluation and award process.

In addition, should your firm be selected for competitive negotiations, the fairness, competitiveness, and reasonableness of the rates, fees, and charges offered by the firm to provide the service required by this RFQ shall be an evaluation factor after the Selection Committee has ranked the qualifying proposers.

OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section VIII, Affidavit):

1) The firm is licensed to practice in Florida and said license is in good standing.
2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.
3) The firm adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS EACH OF THE SELECTION CRITERIA IN THE ORDER LISTED ABOVE (A. THROUGH D.) AND THE OTHER APPLICABLE MANDATORY CRITERIA (#1 THROUGH #3 ABOVE) IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS, QUESTIONS, OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

SECTION VI

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last seven (7) years, services similar to the scope of services required by this RFQ and the amount managed for each.

1. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____
   _____
   _____
   _____
   Amount Managed _____

2. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____
   _____
   _____
   _____
   _____
   Amount Managed _____

3. Company Name_____
   Contact Name and Title_____
   Address _____
   Phone Number _____
   Duration of Contract or business relationship_____
   _____
   _____
   _____
   _____
   Amount Managed _____

SECTION VIII

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____
CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ for INVESTMENT MANAGEMENT SERVICES and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in Section V of the City of Cocoa RFQ for INVESTMENT MANAGEMENT SERVICES; and
7. Based on my personal knowledge and belief, I state as follows:

A. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

B. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ for INVESTMENT MANAGEMENT SERVICES; and

C. The Respondent adhered to the instructions set forth in the City of Cocoa RFQ for INVESTMENT MANAGEMENT SERVICES in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 20___ by _____[ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

Scrutinized Company Certification

This certification is required pursuant to Florida State Statute 287.135, 287.012 and 215.473.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ my commission expires: _____
(Print Name)

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-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;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

END

Vendor Score Card & Decision Analysis

Criteria	Weight	Insight	Public Trust
Capital & Capacity	30	90	85
Experience, Qualifications, Mgmt Plan	30	90	90
Knowledge of City's Needs	30	84	90
Responses of References	5	14	15
Oral Presentations	5	10	15
On-line reporting platform			
Education & Training of staff			
Conflict of Interest			
Complete Proposal Package			
Experience in developing & providing asset management services			
Responsiveness related to scope of work			
Independent Audits			
Ability to provide future services			
Character, integrity, judgement, reputation, efficiency, ethics standards			
Quality of Past Performance			
Compliance with laws and ordinances			
Proximity to Cocoa City Hall			
Other:			
Other:		288	295

Legislation Details (With Text)

File #:	18-82	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	2/27/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve Task Order 2018-89 with CH2M Hill Engineers, Inc. for Replacement of Existing Hardware and Software for the Dyal WTP SCADA HMI Server. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	T.O. 2018-89 Proposal HMI Server TO (2018-89) CH2M HILL (2-26-18)-$134192.92 -- UT.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2018
Agenda Date: March 13, 2018
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2018-89 with CH2M for Replacement of Existing Hardware and Software for the Dyal WTP SCADA HMI Server

BACKGROUND:

The City of Cocoa has performed an upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides the following assistance to the City:

Task 1 - HMI Server Replacement:

Task 2 - Hardware and Software

In addition, this task order will provide assistance to replace the existing hardware and software, configuration of the system, load existing software on the servers, in house testing, startup coordination with operations, and final field testing.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$134,192.95
Account Number	421-4020-536.63-00, WS18SC
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Task Order 2018-89 with CH2M for Replacement of Existing Hardware and Software for the Dyal WTP SCADA HMI Server.

City of Cocoa
Task Order 2018-89
SCADA HMI Server Replacement

Services proposed by CH2M HILL Engineers Inc. in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Background

The City of Cocoa has performed an upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides assistance to the city to replace their existing hardware and software for their SCADA HMI servers. This effort includes procurement of hardware and software, configuration of the system, load existing software on the servers, in house testing, startup coordination with operations, and final field testing.

Task 1 – HMI Server Replacement

CH2M will coordinate the SCADA work and onsite schedule as determined and directed by the City of Cocoa within the compensation limits of this task order. Work activities may include the following types of work:

- Specify HMI servers, additional hardware, and software
- Procure servers and software licenses
- Procure Ethernet cabling
- Receive servers and verify materials are correct. Develop tracking sheet for hardware and software.
- Setup servers in CH2M Orlando Lab
- Configure virtualization of servers
- Obtain copies of current virtual machines and load on new servers
- Upgrade Wonderware software to version 2014R2 on virtual machines on new servers in lab
- Purchase and install VMware 6.5 on three HMI servers
- Purchase and install one additional InTouch license on DMZ
- Test software and server functionality in development environment
- Deliver servers to the Dyal WTP
- Setup, install, and test system servers and configuration on-site with real time data
- Upgrade Wonderware software version 2014R2 on DMZ server
- Install InTouch Access Anywhere version 2014R2 on DMZ server and test
- Upgrade VMware on DMZ Server to Version 6.5

Task 2 – Hardware and Software

CH2M will procure the following items:

- Purchase one VMWare Version 6.5 license (up to 6 processors) for SCADA servers

- Purchase one additional InTouch license for use on the DMZ server
- Purchase three Dell PowerEdge R740 Servers with solid state drives
- Purchase Ethernet cabling
- Additional hardware and software as directed by Cocoa within the contract limits of supply

Project Deliverables

- Three new SCADA HMI servers upgraded with VMware 6.5 and Wonderware 2014R2 software
- DMZ server Wonderware software upgraded to Wonderware 2014R2, InTouch Access Anywhere, and VMware 6.5

General Project Assumptions

- City of Cocoa will provide written review comments for draft deliverables within two calendar weeks or deliverable will be considered acceptable as submitted.
- All documents will be submitted as a draft for City of Cocoa review and comments. Comments will be addressed and a final document issued.

Schedule

This proposal will cover services and activities to be delivered through September 30, 2018. CH2M HILL will commence work within 2 weeks of receiving a written notice to proceed.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between tasks being interchangeable. Project and subtask fees are shown in the Compensation Table below. Subcontracts and material procurement will be invoiced at actual cost, plus 10% markup on actual cost, plus applicable taxes and freight charges.

Compensation Table – Summary

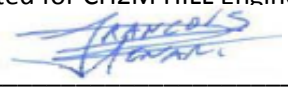
	Hours	Rate	Labor Total	Travel/ Material	Subtotal
Task 1 HMI Server Replacement					
Jr. Professional Engineer/Scientist/Consultant	120	$120.84	$14,500.80		$14,500.80
Professional Engineer/Scientist/Consultant	98	$138.96	$13,618.08		$13,618.08
Office	8	$69.99	$559.92		$559.92
Sr. Project Manager	36	$199.17	$7,170.12		$7,170.12
Travel and Expense				$2,270.00	$2,270.00
Task 2 Hardware and Software					
Material				$87,340.00	$87,340.00
Material Markup 10%				$8,734.00	$8,734.00
Grand Total	262		**$35,848.92**	**$98,344.00**	**$134,192.92**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As project scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the Program Management Team and the City. The Consultant's rates will be billed in accordance with rates defined in Attachment A.

This proposal is effective for 90 days.

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M HILL Engineers Inc.
By: _____	By: 
	Francois Didier Menard
Title: _____	Title: Vice President
Date: _____	Date: February 20, 2018

Attachment A
CH2M FY2018 Per Diem Schedule

Classification	Description	FY2018 Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

1. Billing rates were negotiated rates for Year 2012. However, these rates will be held firm for use on this task order.

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

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

Task Order Request Form

Consulting Svcs for Water Supply, Treatment, Transmission & Distribution Sys

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-27-COC **Vendor:** CH2M Hill Engineers, Inc.

Dept./Division Name: Utilities/Dyal WTP **Requestor:** David Fisher Digitally signed by David Fisher Date: 2018.02.26 15:11:33 -05'00' **Date:** 2/26/18

Project Number: WS18SC **Title:** Superintendent

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: T.O. 2018-89 **Dated:** 2/20/18 **Amount:** $ 134,192.92

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2018.02.28 16:30:35 -05'00'

Director's Signature

Scope of Services / Justification for Amendment

The City of Cocoa has performed an upgrade to their Supervisory Control and Data Acquisition (SCADA) system. This system is the main control system for the water treatment, well field pumping, and distribution pump stations. This task order provides assistance to the city to replace their existing hardware and software for their SCADA HMI servers. This effort includes procurement of hardware and software, configuration of the system, load existing software on the servers, in house testing, startup coordination with operations, and final field testing.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2018-89

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 3/1/18 **Signature:** Lora Howell Digitally signed by Lora Howell Date: 2018.03.01 12:30:29 -05'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

Legislation Details (With Text)

File #:	18-84	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	2/27/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve Task Order 2018-90 with CH2M Hill Engineers, Inc., for Final Phase-Implementation and Configuration of a Computer Maintenance Management System (CMMS). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	T.O. 2018-90 CMMS Proposal TO (2018-90) CH2M HILL 2.26.2018 -- $215052.31 - DY.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2018
Agenda Date: March 13, 2018
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2018-90 with CH2M for Final Phase - Implementation and Configuration of a Computer Maintenance Management System (CMMS)

BACKGROUND:

As part of the SCADA Master Plan, a Computer Maintenance Management System (CMMS) was identified as a priority for Dyal WTP. This task order provides support to the City with the implementation of their chosen CMMS provider that would be appropriate for the City of Cocoa Water Production Facilities and the developed data required for a CMMS Implementation, such as the asset registry, hierarchy and development of the maintenance practices.

In prior phases of work, a needs assessment and best practices evaluations were conducted to determine the best course of action going forward. In the next phase, Staff working closely with CH2MHill developed the criteria necessary to meet the needs identified and developed questionnaires to select the best software available and also how to integrate the software with the available data from the plant. Maintenance Connection was selected to provide the necessary reporting and data management to best meet the needs of the plant.

This Task Order will support the City in the implementation portion of the project and assist the City with the oversight of installation and configuration of the software and hardware, integration with the existing Wonderware Historian data base, integration with other plant components that track run time

hours, motor starts and other criteria critical to the proactive and preventative maintenance being developed. This task will also provide training to staff once the implementation is complete.

It is anticipated that upon full implementation of the CMMS system, Maintenance Connection will become a sole source provider for the software much like other software packages currently being used such as Wonderware, ESRI ArcGIS and I-Water.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$215,052.31
Account Number	421-4020-536.63-00, WS1117
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On January 24, 2017, City Council approved Task Order 2017-82, CMMS Selection and Data Development.

RECOMMENDED MOTION:

To Approve Task Order 2018-90 with CH2M for Final Phase - Implementation and Configuration of a Computer Maintenance Management System (CMMS).

City of Cocoa
Task Order 2018-90
CMMS Implementation FY18

Services proposed by CH2M Hill Engineers Inc. (CH2M) in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Background

As part of the SCADA Master Plan, a Computer Maintenance Management System (CMMS) was identified as a priority. This task order provides support to the city with the implementation of their chosen CMMS provider that would be appropriate for the City of Cocoa Water Production Facilities and the developed data required for a CMMS Implementation such as the asset registry and hierarchy and development of the maintenance practices.

The CMMS selection and implementation will be provided in a phased approach with the phases identified below:

Phase 1 CMMS Evaluation and Requirements Definition (previous task order)

- Best Practices and Needs Assessment
- Requirements Definition

Phase 2 CMMS Selection and Data Development for Implementation (previous task order)

- Vendor Questionnaire
- Request for Proposal
- Vendor/Software demonstrations per CH2M developed script
- CMMS Selection
- Data development for CMMS Implementation

Phase 3 CMMS Implementation (this task order)

- Maintenance Connection Implementation FY18

CH2M has assisted the City in developing business and operational requirements for the CMMS in Phase 1. In Phase 2, CH2M conducted the vendor selection for the software products which were identified in Phase 1 to meet the major CMMS needs. During this process the City selected Maintenance Connection as the vendor for the CMMS system for the water production facilities. Under this task order CH2M will support the City of Cocoa with the implementation of Maintenance Connection FY18 and continued refinement of Maintenance Strategies.

CMMS Implementation FY18

CH2M will support the City and the implementation of Maintenance Connection. CH2M will assist they City with the oversight of installation and configuration of Maintenance Connection by Maintenance Connection personnel. CH2M will also assist with development of any

additional job plans for assets classes that were not included in Phase 2 of the CMMS Implementation.

Task 1 Implementation Services

Procurement of Maintenance Connection Product and Services: CH2M will procure software product and services directly from Maintenance Connection per quote 11501v10 and register the product to the City of Cocoa. Procurement specifications and requirements were defined in Phase 2 work and will be used as the basis of design for procurement and installation. Maintenance Connection will be a subcontractor to CH2M to perform this work.

Maintenance Connection Capabilities Workshop: CH2M will support one session with groups at the plant to provide an understanding of the requirements for Maintenance Connection implementation including work processes, data requirements, and IT infrastructure requirements for the implementation.

Hardware and Software Procurement – CH2M will specify and procure '12' Samsung Galaxy S2 Tablets (or equivalent) and one Microsoft Windows Server license for use on the DMZ CMMS virtual server. Services include specify, procure, install server license, and deliver tablets to the city.

Server Configuration: CH2M will work directly with the City of Cocoa SCADA staff to partition the existing DMZ server to include a new virtual machine allocated for the Maintenance Connection product loading.

Maintenance Connection Installation and Configuration: Maintenance Connection will install and configure Maintenance Connection on City provided hardware as defined in the previous phase requirements definition through a remote access network connection. During the installation, City staff will be present and shown best practices on how to maintain the software infrastructure for Maintenance Connection. SCADA integration will include proof of concept data transfer between Maintenance Connection and the Wonderware Historian. A subset of up to 20 SCADA data points (equipment runtimes, motor start counts) will be demonstrated that the driver interface functions correctly, data transfers from the historian to Maintenance Connection, and a report of the data can be generated from Maintenance Connection.

Maintenance Connection Data Population: CH2M will guide the City with the population of data required for the installation and initial configuration of Maintenance Connection. This includes plant assets, developed job plans, work management processes and asset identification procedures developed in Phase 2. City of Cocoa will populate templates with guidance from CH2M.

Job Plan and Data Refinement: CH2M will assist the City with developing a strategy for level loading of job plans/PMs for final data load to ensure PM are best distributed over time at go-live. CH2M will also assist the City by any refinements or conversion of data that was developed in Phase 2 to facilitate the initial data population into Maintenance Connection.

Maintenance Connection Training: CH2M along with Maintenance Connection will provide end user training for day to day operation of Maintenance Connection, along with training for Administration techniques.

For planning purposes, we recommend an allocated time of three (3) hours for defined workshops. Participants in the workshops should include O&M staff, engineering staff, and compliance/health & safety staff who are familiar with the facility. It is assumed that workshop events will each be performed on a single day. The scheduling of the workshops will be based on staff availability.

Project Deliverables

- Maintenance Connection Capabilities Workshop
- Data templates for population
- Job Plan Development
- '1' Maintenance Connection material and services per Maintenance Connection quote 11501v10
- '12' Samsung Galaxy S2 Tablets
- '1' Microsoft Windows Server License
- Monthly task status report when work is performed
- Meeting minutes for meetings with City of Cocoa staff

General Project Assumptions

- Hardware to host, access, and view the Maintenance Connection software will be provided by the City of Cocoa.
- Network services for switch configuration, firewall configuration, and network troubleshooting provided by the City of Cocoa.
- Base configuration for proof of concept for SCADA data transfer to Maintenance Connection will be performed by Maintenance Connection but developing full tag list and configuration of complete SCADA data transfer for database will be performed in future task order.
- All deliverables will be provided in electronic format with no hard copies.
- City of Cocoa will provide written review comments for draft deliverables within two calendar weeks or deliverable will be considered acceptable as submitted.
- All documents will be submitted as a draft for City of Cocoa review and comments. Comments will be addressed and a final document issued.

Schedule

This proposal will cover services and activities to be delivered through September 30, 2018 after notice to proceed. CH2M will commence work within 2 weeks of receiving a written notice to proceed.

Compensation

Compensation for the services authorized under this task order are only for "Phase 3– CMMS Implementation", and will be provided using a time and material basis method with budgets between tasks being interchangeable. The total fee for the time and material basis for labor and expenses for Phase 3 is $215,052.31. Project and subtask fee are shown in the Compensation

Table below. Subcontracts and material procurement will be invoiced at actual cost, plus 10% markup on actual cost, plus applicable taxes and freight charges.

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As project scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the Program Management Team and the City. The Consultant's rates will be billed monthly in accordance with rates defined in Attachment A along with a summary of work performed.

This proposal is effective for 90 days.

Compensation Table Summary

	Hours	Rate	Labor Total	Travel/ Material	Markup 10%	Subtotal
Task 1 CMMS Implementation FY18						
Project Engineer/Scientist/Consultant	160	$101.84	$16,294.40			$16,294.40
Jr. Professional Engineer/Scientist/Consultant	40	$120.84	$4,833.60			$4,833.60
Professional Engineer/Scientist/Consultant	180	$138.96	$25,012.80			$25,012.80
Sr. Professional Engineer/Scientist/Consultant	184	$188.40	$34,665.60			$34,665.60
Sr. Project Manager	187	$199.17	$37,244.79			$37,244.79
Office	8	$69.99	$559.92			$559.92
Travel and Expense				$8,648.00		$8,648.00
Task 1 Hardware and Software						
Subcontractor Maintenance Connection				$71,694.00	$7,169.40	$78,863.40
Material				$8,118.00	$811.80	$8,929.80
Grand Total	759		**$118,611.11**	**$88,460.00**		**$215,052.31**

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M Engineers Inc.
By: _____	By: 
	Francois Didier Menard
Title: _____	Title: _Vice President_____
Date: _____	Date: ___February 20, 2018_____

Attachment A

CH2M 2018 Per Diem Schedule

Classification	Description	2018 Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

1. Billing rates were negotiated rates for Year 2012. However, these rates will be held firm for use on this task order.

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

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

Task Order Request Form

Consulting Svcs for Water Supply, Treatment, Transmission & Distribution Sys

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-27-COC **Vendor:** CH2M Hill Engineers, Inc.

Dept./Division Name: Utilities/Dyal WTP **Requestor:** David Fisher Digitally signed by David Fisher Date: 2018.02.26 14:58:25 -05'00' **Date:** 2/26/18

Project Number: WS1117 **Title:** Superintendent

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: T.O. 2018-90 **Dated:** 2/20/18 **Amount:** $ 215,052.31

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2018.02.26 15:55:33 -05'00'

Director's Signature

Scope of Services / Justification for Amendment

As part of the SCADA Master Plan, a Computer Maintenance Management System (CMMS) was identified as a priority. This task order provides support to the City with the implementation of their chosen CMMS provider that would be appropriate for the City of Cocoa Water Production Facilities and the developed data required for a CMMS Implementation such as the asset registry and hierarchy and development of the maintenance practices. Phase 3 CMMS Implementation (this task order) will support the City and the implementation of Maintenance Connection. CH2M will assist the City with the oversight of installation and configuration of Maintenance Connection by Maintenance Connection personnel.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☑ Yes ☐ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2018-90

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 3/1/18 **Signature:** Lora Howell Digitally signed by Lora Howell Date: 2018.03.01 12:54:29 -05'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

Legislation Details (With Text)

File #:	18-86	**Version:**	1	**Name:**	LED Ordinance 02-2018
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/1/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Ordinance No. 02-2018/2nd & Final Reading: Providing for an exception to the Light Emitting Diode (LED) Sign Standards Contained therein to allow for larger LED on-premise wall signs on properties that are contiguous or adjacent to interstate 95 and/or state Road 528. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-2018 revised LED Wall Signs Attachment Billboards2_Submit Billboards2_Submit_Blowup1 Billboards2_Submit_Blowup2				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 1, 2018
Agenda Date: March 13, 2018
Prepared By: Cindy Thurman, Planning & Zoning Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve Second Reading of Ordinance: (02-2018) providing for an exception to the Light Emitting Diode (LED) Sign Standards Contained therein to allow for larger LED on-premise wall signs on properties that are contiguous or adjacent to interstate 95 and/or state Road 528; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.

BACKGROUND:

The proposed ordinance would amend Chapter 3 Advertising and Signs, Section 3-23 General Regulations to allow for large, on-premise LED wall signs. The amendment was precipitated by a project proposed in connection with the new Mike Erdman Nissan and Toyota Dealership ("the Dealership") located off of S.R. 520 and adjacent to I-95. The Dealership proposes to place two, almost billboard-sized LED wall signs on a five-story car tower, which would be highly visible from I-95. Under current code, LED wall signs would be limited to 32 square feet. Under the proposed ordinance, these signs would be allowed up to a maximum of 381.6 square feet.

This amendment would allow property owners adjacent to Interstate 95 and/or State Road 528 that are zoned as either general commercial, wholesale commercial or light and heavy manufacturing to

utilize these billboard-sized, LED wall signs. Notably, “on-premise” is defined in Sec. 3-5 as follows:

> *On-site or on-premises sign* means a sign (1) identifying an activity conducted or products or services available on the premises where the sign is located; or (2) displaying a noncommercial message; or (3) any combination of the first two. . . .

Thus, this amendment would provide a comparable opportunity for business owners located adjacent to these two limited access highways to be able to advertise their own products and services in a manner similarly available for products, services, and activities not located on the premises via billboard.

By way of background, billboards, by definition, must be devoted solely to identifying an activity, product, or service, including entertainment, which is not available on the premises where the billboard is located. See Sec. 3-5 (definitions of billboard and off-premises sign). New billboards in the City are only permitted where (1) the underlying property with an existing billboard is annexed into the City; or (2) the underlying property is zoned as either general commercial, wholesale commercial or light and heavy manufacturing and where such property is contiguous or adjacent to either Interstate 95 and/or State Road 528. Sec. 3-21.5(e). Where a new billboard is erected on commercial or industrial property adjacent or contiguous to I-95 or S.R. 528, there are a number of requirements that the new billboard must meet. For example:

- The minimum lot size shall be seven thousand five hundred (7,500) square feet;
- The minimum lot width shall be seventy-five (75) feet;
- Shall have a minimum setback from all property lines of fifteen (15) feet or the set-back requirement of the applicable zoning district, whichever is greater; and
- A minimum of one thousand five hundred (1,500) feet between property lines of lots used for off-site advertising by billboard or sign; there shall be a minimum of five hundred (500) feet between the property line of a lot used for off-site advertising/billboard and road-exits or on-ramps, intersections, or interchanges; and there shall be a minimum of two hundred (200) feet between the property line of a lot used for off-site advertising by billboard or sign and property lines of lots used for schools, churches, cemeteries, public parks, public playgrounds, historic sites, landmarks, or residentially zoned properties; (5) The maximum display area shall not exceed fourteen (14) feet in height by forty-eight (48) feet in width, with a maximum square footage of six hundred seventy-two (672) square feet.

Lawfully existing billboards in non-residential zoning districts are permitted to be replaced with digital billboards pursuant to Sec. 3-21.5(j). Again, there are a number of requirements the digital billboard must comply with:

- The maximum display area for digital billboards located on limited access highways shall not exceed fourteen feet in height by forty-eight feet in width (14' × 48'). The maximum display area for digital billboards located on non-limited access highways shall not exceed ten feet six inches in height by thirty-six feet in width (10'6" × 36').
- Digital billboards shall display static messages only as opposed to moving messages. Further, any structural component, design, or pictorial segment of the digital billboard shall remain static at all times.
- Digital billboards shall not contain messages with varying degrees of illumination,

flashing or scintillating or varying light intensity.

- Messages on digital billboards shall be displayed for a minimum dwell time of eight (8) seconds and maximum transition time between messages shall not exceed one (1) second.
- Messages on digital billboards shall not operate at a brightness level of more than .3 foot candles above ambient light, as measured using a foot candle meter at a distance of 250 feet for 14' × 48' digital billboards and at a distance of 200 feet for 10'6 × 36' digital billboards.
- Each digital billboard display shall have a light sensing device that will adjust the brightness of the billboard display as ambient light conditions change.
- Digital billboards shall be prohibited within 250 feet of residentially zoned properties.
- Digital billboards shall be prohibited within 250 feet of an intersection with a traffic light.
- Digital billboard permittees shall provide for public service and emergency announcements or alerts (e.g. Brevard Emergency Operations Center; Amber and Silver Alerts) to be displayed on the digital billboards at no charge and on an as-needed basis. Said permittees shall be required to submit contact information to the City as part of their permit application.

Many of these requirements, established both for billboards and digital billboards, are mirrored for the large, LED wall signs that are proposed in this amendment to provide a comparable advertising medium for on-premise activities, products and services. A few of these requirements are highlighted below. Where the properties affected by this amendment will be adjacent to or contiguous to I-95 or S.R. 528, these larger, LED wall signs will provide an advertising opportunity that is more suited to fast-moving traffic.

All large LED Wall Signs shall comply with the following standards:

- Wall signs on properties contiguous or adjacent to Interstate 95 and/or State Road 528 can be a maximum of ten feet, six inches in height by 36 feet in width and a minimum display area of eight feet by twenty-four feet (192 square feet) for the large LED wall signs. *The intent here is to allow wall signs similarly sized to billboards. Incorporating a minimum display area requirement best reflects this intent and preserves the 32 square-foot requirement for other types of LED signs (wall and ground).*

- Wall signs as the current code is written may not project more than 12 inches from the building and may not extend above the roofline or façade. *This requirement will continue to apply for the large, LED wall signs that are proposed.*

- The underlying zoning classification controls minimum lot sizes and setbacks. A large, LED wall sign will not be permitted on the face of any building that is nonconforming. *Therefore these wall signs will meet the Zoning District setbacks for the principal structure, depending on which Zoning District the property is located in.*

- There will be a minimum of one thousand five hundred feet from property lines of lots used for any large LED wall signs.

- If the owner chooses to place two large LED on-premises wall signs on the building, each sign

must be placed on a separate face of the building that is visible from 95 or State Road 528. Due to the visibility from I-95 and 528 we are now allowing these LED wall signs on 2 separate sides of the building; both can be the same size.

- Should the permittee choose to install large LED wall signs, no other LED wall signs or LED ground signs may be located on the property.

- The sign shall display static messages only. Any structural component, design, or pictorial segment of the sign shall remain static at all times. No sign shall contain messages with varying degrees of illumination, flashing or scintillating or varying light intensity.

- The brightness level of no more than .3 foot candles above ambient light, at a distance of 200 feet for the maximum display area. Each sign display shall have a light sensing device that will adjust the brightness of the sign display as ambient light conditions change.

- The Large LED wall sign is prohibited within 250 feet of residentially zoned properties.

- The sign shall be available for public service and emergency announcements or alerts.

- In no case shall the LED wall sign exceed 20% of the total surface area of the wall, however, a second LED wall sign on the building may be the same size but on a different wall surface of the same structure.

- There shall be a minimum of five hundred (500) feet between the face of the building upon which the large LED wall sign is affixed and road-exits or on-ramps, intersections, or interchanges.

- There shall be a minimum of five hundred (500) feet between the face of the building. There shall be a minimum of five hundred (500) feet between the face of the building.

- A minimum of two hundred (200) feet between the property line of a lot used for large LED wall signs and property lines of lots used for schools, churches, cemeteries, public parks, public playgrounds, historic sites, and landmarks.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On February 20, 2018, City Council approved First Reading of Ordinance: (02-2018) providing for an exception to the Light Emitting Diode (LED) Sign Standards Contained therein to allow for larger LED on-premise wall signs on properties that are contiguous or adjacent to interstate 95 and/or state Road 528.

The Planning & Zoning Board recommended approval of this ordinance at their February 14, 2018 Regular Meeting

RECOMMENDED MOTION:

Approve Second Reading of Ordinance: (02-2018) providing for an exception to the Light Emitting Diode (LED) Sign Standards Contained therein to allow for larger LED on-premise wall signs on properties that are contiguous or adjacent to interstate 95 and/or state Road 528; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.

ORDINANCE NO. 02-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 3, SECTION 3-23 OF THE CODE OF THE CITY OF COCOA; PROVIDING FOR AN EXCEPTION TO THE LIGHT EMITTING DIODE (LED) SIGN STANDARDS CONTAINED THEREIN TO ALLOW FOR LARGER LED ON-PREMISE WALL SIGNS ON PROPERTIES THAT ARE CONTIGUOUS OR ADJACENT TO INTERSTATE 95 AND/OR STATE ROAD 528; 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, the City of Cocoa currently allows billboards, which may be digital as provided in Section 3-21.5(j) of the Code, to be located upon property which is currently zoned as either general commercial, wholesale commercial or light and heavy manufacturing and designated upon the future land use map as either commercial or industrial, and where such property is contiguous or adjacent to either Interstate 95 and/or State Road 528; and

WHEREAS, the maximum display area of such digital billboards may be as large as fourteen (14) feet tall and forty-eight (48) feet wide, pursuant to Section 3-21.5(h) and (j) of the Code; and

WHEREAS, the City of Cocoa also currently allows LED signs as part of a wall or ground sign in certain commercial, institutional, and industrial zoning districts, but such LED signs are limited to thirty-two (32) square feet per sign face; and

WHEREAS, the City Council now desires to allow larger, on-premise, LED wall signs on properties that are similarly zoned and contiguous or adjacent to Interstate 95 and SR 528; and

WHEREAS, the City Council has determined that owners of businesses within the general commercial, wholesale commercial and light and heavy manufacturing districts should have a comparable opportunity to utilize LED wall signs, similar in size to billboards, on their buildings to advertise or identify activities conducted or products or services available on the premises or to display a non-commercial message; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance

to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Code Amendment. The City of Cocoa Code of Ordinances, Chapter 3, 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. It is intended that the text in Chapter 3 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 – ADVERTISING AND SIGNS

*** * ***

ARTICLE II – SIGN REGULATIONS

*** * ***

Sec. 3-23. – General regulations.

*** * ***

(i) Unless otherwise specified, no on-site ground sign shall be erected, constructed or maintained nearer the property line than the building line established by law, except that such on-site ground signs conforming to the following conditions, specifications and limitations may be placed between the building line and the property line in required minimum yard areas:

(1) Ground signs/freestanding signs shall be set back a minimum of five (5) feet from the front and side property lines. Within a fifty (50) feet arc of any intersection, measured to the point of paving intersection, the sign shall be a minimum of eight (8) feet in height from the bottom of the sign to the grade level with only supporting members between the sign and ground. (This provision shall not apply to the Central Business District of the city.)

(2) No more than one such on-site ground sign shall be erected, constructed, or maintained in any such required minimum yard area per one hundred (100) feet of street frontage of such yard area or per major fraction thereof provided that if a parcel of land is in one ownership shall have less than one hundred (100) feet of yard frontage on one street, one on-site ground sign may, nevertheless, be erected in the required minimum yard area for such parcel; provided further, that in the case of corner lots this paragraph shall be construed to permit at least one on-site ground sign in the minimum yard area on each

street frontage of a parcel of land in one ownership, where the erection, construction and maintenance of such sign shall not conflict with other portions of the sign regulations or other ordinances of the City of Cocoa.

(3) No such on-site ground sign shall be erected or constructed in any such required minimum yard area closer than five (5) feet to a side property line; provided, that in the case of corner lots, the minimum distance of a sign from the intersecting property lines at the corner shall be determined by both street frontages as front yards.

(4) No sign shall be approved for use unless it has been inspected by the department issuing the permit and it found to be in compliance with all other applicable codes and ordinances, including the building code, electrical code and zoning ordinance.

(5) Signs indicating points of local or public interest may be placed on public property only with the express consent and formal approval of city council.

(6) All signs, together with all their support braces, guys and anchors shall be maintained in good repair and appearance.

(7) The maximum height of such signs shall be as regulated in the attached Table I. Each sign shall provide a twenty-five (25) square foot landscaped area at the base to include shrubs, trees, sod and/or mulch.

(8) An advertising sign placed on the side or rear of any building facing on a contiguous residential district shall not exceed six (6) square feet in sign surface area and not over eight (8) feet in height from ground level.

(9) Light Emitting Diode (LED) signs may be permitted under the following conditions:

a. Except as provided in subsection j. below, LED signs are only permitted in the CBD, C-C, C-G, C-N, C-P, C-W, INST, M-1, M-2 & UMD zoning districts where not located within one hundred fifty (150) feet of residentially zoned properties. The board of adjustment may grant a variance from this subsection where, owing to special conditions, a literal enforcement of the provisions of this subsection would result in unnecessary and undue hardship. A variance from this subsection shall not be granted by the board of adjustment unless and until a written application for variance is submitted pursuant to the procedures set forth in Article XVII, Section 3 of Appendix A, Zoning. In considering a variance from this subsection, the board of adjustment shall consider whether the applicant has properly demonstrated the criteria set forth in Article XVII, Section 3 of Appendix A. Additionally, any applicant for a variance from this subsection shall be required to demonstrate that the granting of the variance will not have a detrimental impact on the surrounding residentially zoned properties. In granting any variance from this subsection, the board of adjustment may impose reasonable terms and conditions upon the operation of LED signs in furtherance of preserving the character of the surrounding residentially zoned properties.

b. LED signs may only be permitted as part of a ground or wall sign that complies with all applicable sign regulations.

c. Except as provided in subsection j. below, ~~T~~the copy area of any LED message screen shall not exceed thirty-two (32) square feet per sign face, and LED copy area shall count toward the maximum allowable signage area permitted.

d. LED messages shall not exceed three (3) lines of LED text per sign face.

e. Except as provided in subsection j. below, LED messages shall not operate at a brightness level of more than .3 foot candles above ambient light, as measured using a foot candle meter at a distance determined by using the following formula:

$$\text{Measurement Distance} = \sqrt{(\text{Area of Sign in Square Feet} \times 100)}$$

f. The display time for each message shall be a minimum of eight (8) consecutive seconds per display, and the message shall change instantaneously. Non-static LED signs shall only be amber in color.

g. Except as provided in subsection j. below, LED messages may scroll horizontally or vertically, but shall not blink, flash, flicker, scintillate or be otherwise animated. Graphic images or displays shall be static only.

h. Portable signs using LED technology may be permitted in any zoning district authorized in subsection (9)a or by special event permit and shall comply with the temporary sign regulations set forth in subsection 3-22.5 herein. Additionally, any electrical extension cable used in conjunction with a portable LED sign shall be sized in accordance with the National Electrical Code, shall not consist of multiple cords plugged together, and in no case shall the cable exceed one hundred (100) feet in length.

i. Messages of public interest, as defined in section 3-5, shall be permitted on LED signs.

j. Up to two LED, on-premise wall signs with a maximum display area of ten (10') feet six (6") inches in height by thirty-six (36') feet in width and a minimum display area of eight (8') feet in height by twenty-four (24') feet in width, may be located on property that is contiguous or adjacent to Interstate 95 and/or State Road 528. If the owner chooses to place two large LED on-premises wall signs on the building, each sign must be placed on a separate face of the building that is visible from Interstate 95 or State Road 528. The property upon which the large LED wall sign is located must be zoned as either general commercial, wholesale commercial or light and heavy manufacturing and designated upon the future land use map as either commercial or industrial. Notwithstanding Section 3-23(i)(9)(a.) above, there shall be no waivers granted from this provision related to the required zoning district of the property. Should the permittee choose to install large LED wall signs as provided in this subsection, no other LED wall signs or LED ground signs may be

located on the property. The large LED wall sign shall comply with the following additional standards:

(i) The sign shall display static messages only as opposed to moving or scrolling messages. Further, any structural component, design, or pictorial segment of the sign shall remain static at all times.

(ii) The sign shall not contain messages with varying degrees of illumination, flashing or scintillating or varying light intensity.

(iii) Messages on the sign shall not operate at a brightness level of more than .3 foot candles above ambient light, as measured using a foot candle meter at a distance of 200 feet for 10'6" × 36' wall signs. Documentation shall be provided to the City at the time of permitting certifying the sign as incapable of exceeding .3 foot candles above ambient light. Each sign display shall have a light sensing device that will adjust the brightness of the sign display as ambient light conditions change.

(iv) The sign shall be prohibited within 250 feet of residentially zoned properties.

(v) The sign permittee shall provide for public service and emergency announcements or alerts (e.g. Brevard Emergency Operations Center; Amber and Silver Alerts) to be displayed on the digital billboards at no charge and on an as-needed basis. Said permittees shall be required to submit contact information to the City as part of their permit application.

(vi) The minimum lot size of the property shall be the minimum lot area as provided in the applicable zoning district.

(vii) The minimum lot width of the property shall be the minimum lot width as provided in the applicable zoning district.

(viii) The sign shall not be permitted upon a face of a building that is nonconforming by reason of an encroachment into a setback or height. This provision shall be in addition to, and shall not be construed as supplanting, the requirements of Appendix A, Article X regarding nonconformities.

(ix) The sign shall in no case exceed 20% of the total surface area of the wall to which it is attached. However, notwithstanding Sec. 3-23, Table 1, footnote e. below, if an owner chooses to affix a second large, LED wall sign on the building, it may be the same size as the first large, LED wall sign affixed.

(x) There shall be a minimum of one thousand five hundred (1,500) feet between property lines of lots used for any large LED wall sign as provided in this subsection.

(xi) There shall be a minimum of five hundred (500) feet between the face of the building upon which a large LED wall sign is affixed and road-exits or on-ramps, intersections, or interchanges.

(xii) There shall be a minimum of two hundred (200) feet between the property line of a lot used for large LED wall sign and property lines of lots used for schools, churches, cemeteries, public parks, public playgrounds, historic sites, and landmarks.

*** * ***

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

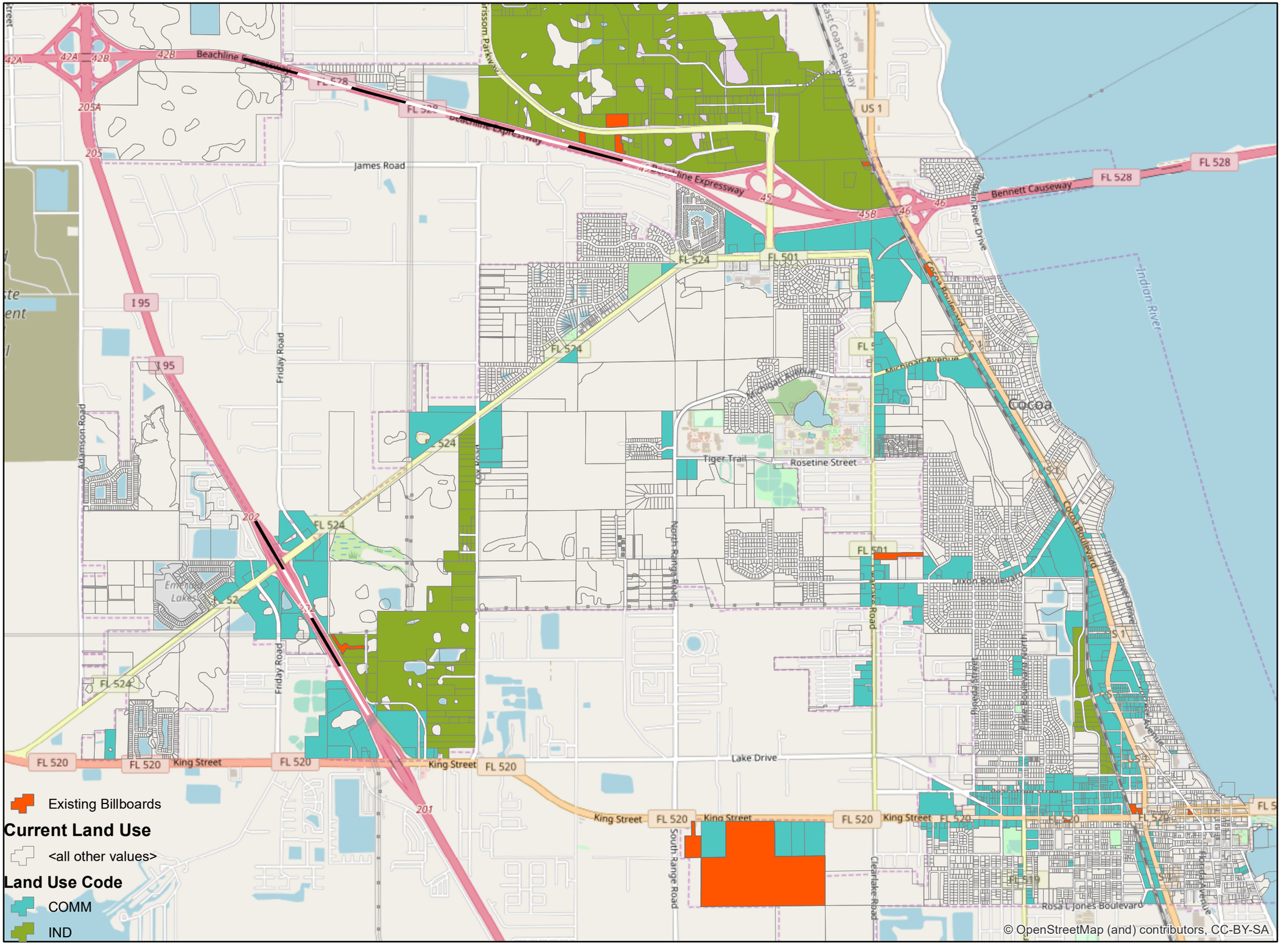
ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2018.

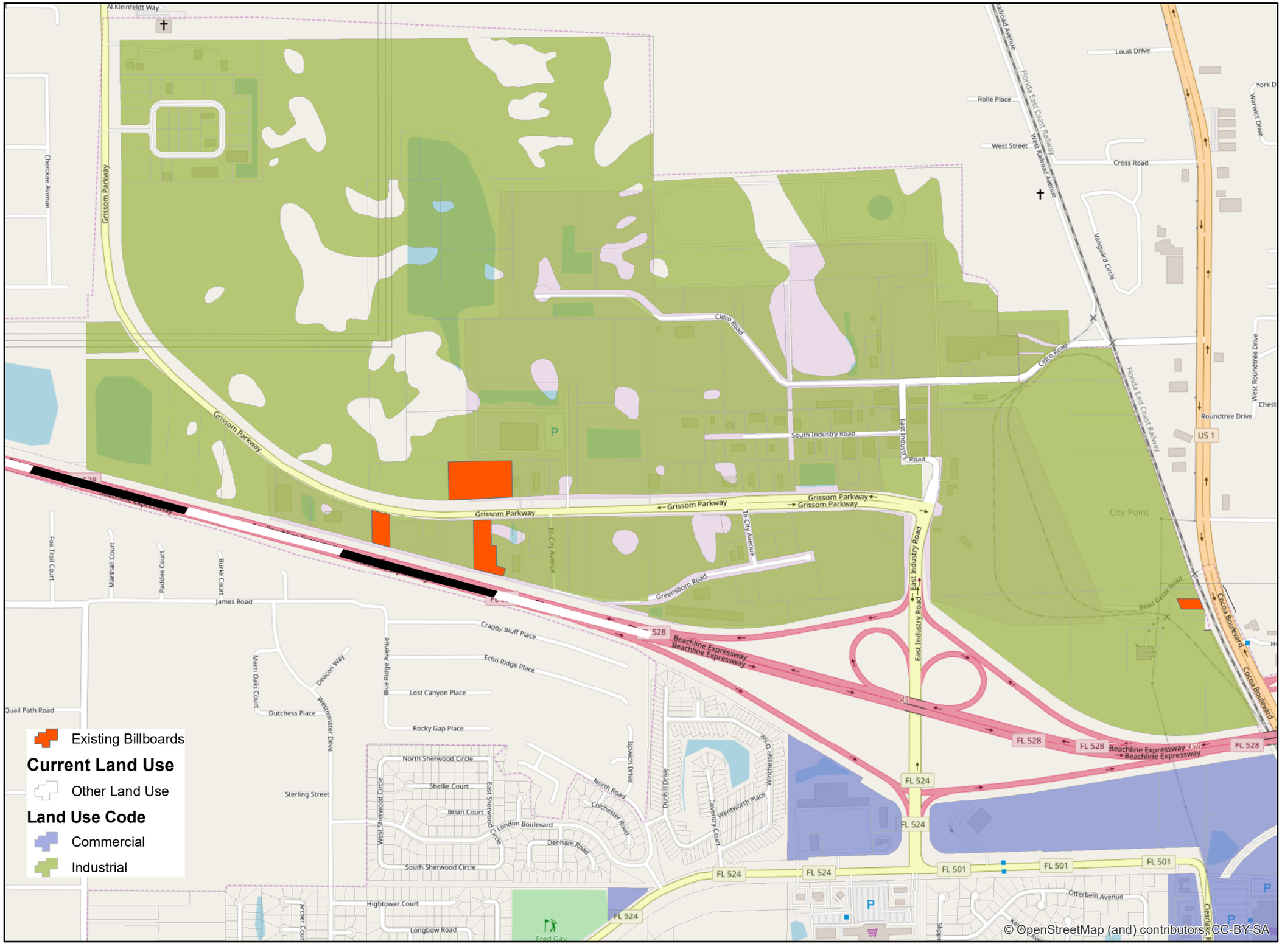
_____
HENRY U. PARRISH, Mayor

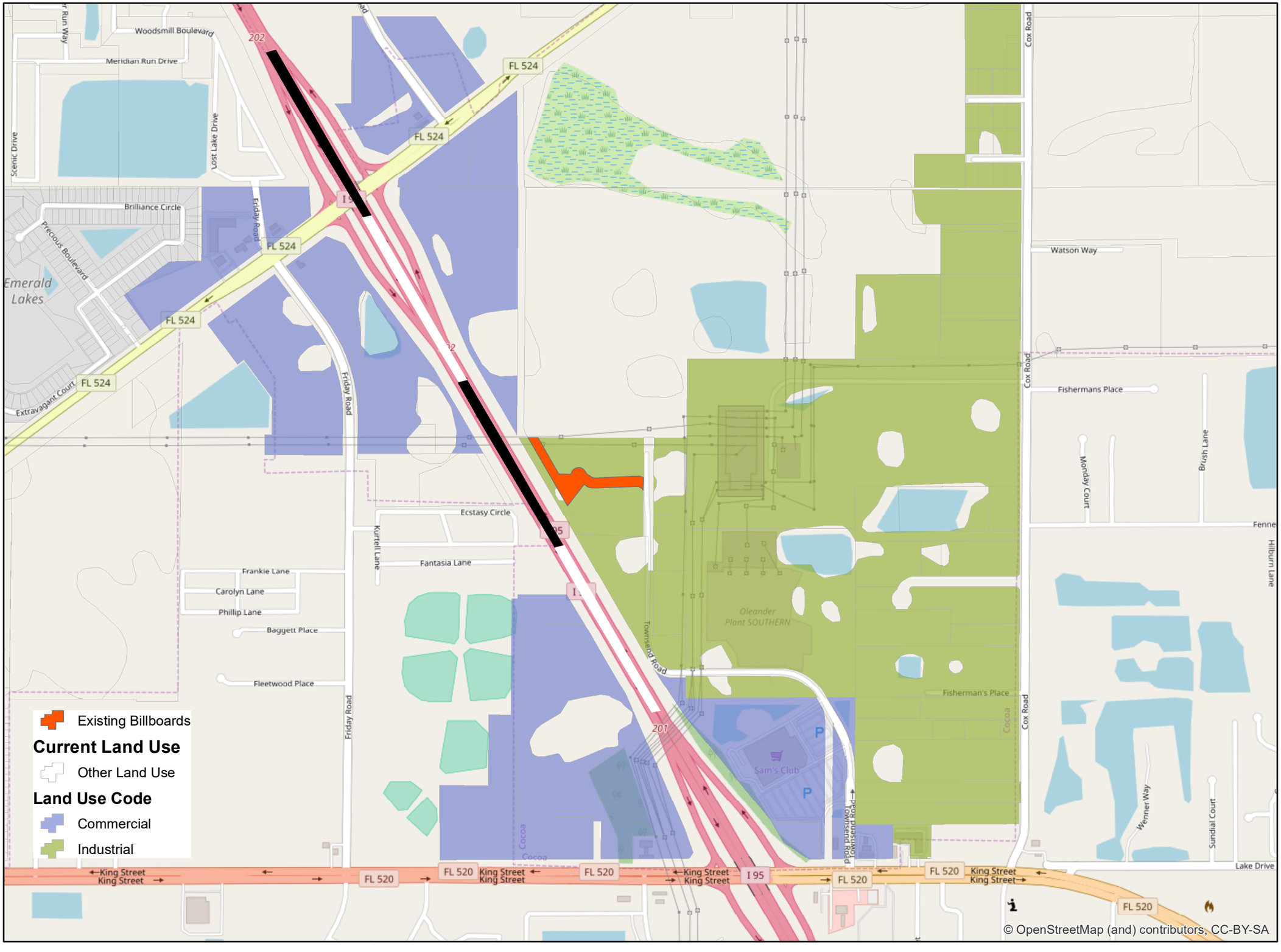
ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____


Existing Billboards
Current Land Use
<all other values>
Land Use Code
COMM
IND
Beachline Expressway
James Road
Friday Road
Adamson Road
I 95
FL 524
FL 501
US 1
FL 528
Bennett Causeway
Cocoa Boulevard
Indian River
Cocoa
Tiger Trail
Rosetine Street
Michigan Avenue
Dixon Boulevard
North Range Road
South Range Road
Clearlake Road
Lake Drive
King Street
FL 520
Rosa L Jones Boulevard
East Coast Railway
Merritt Island Causeway
Indian River Drive
Cox Road
Pineda Causeway
Hoffner Avenue
Rosa L Jones Boulevard
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Existing Billboards
Current Land Use
Other Land Use
Land Use Code
Commercial
Industrial
Al Kleinfeldt Way
Grissom Parkway
Cherokee Avenue
Cidco Road
South Industry Road
East Industry Road
Tri-City Avenue
Greensboro Road
Florida East Coast Railway
West Railroad Avenue
Louis Drive
Rolle Place
West Street
Cross Road
Vanguard Circle
Roundtree Drive
US 1
City Point
Cocoa Boulevard
Beau Geste Road
Beachline Expressway
528
FL 528
FL 524
FL 501
James Road
Fox Trail Court
Marshall Court
Paddon Court
Burke Court
Craggy Bluff Place
Echo Ridge Place
Lost Canyon Place
Rocky Gap Place
Blue Ridge Avenue
Deacon Way
Merri Oaks Court
Dutchess Place
Westminster Drive
Quail Path Road
Sterling Street
North Sherwood Circle
Shellie Court
Brian Court
West Sherwood Circle
East Sherwood Circle
London Boulevard
Denham Road
South Sherwood Circle
Colchester Road
North Road
Ipswich Drive
Dunhill Drive
Coventry Court
Wentworth Place
Winchester Drive
Hightower Court
Archer Court
Longbow Road
Fred Gay
Otterbein Avenue
Clearlake Road
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Existing Billboards
Current Land Use
Other Land Use
Land Use Code
Commercial
Industrial
Woodsmill Boulevard
Meridian Run Drive
Scenic Drive
Lost Lake Drive
Brilliance Circle
Precious Boulevard
Emerald Lakes
Extravagant Court
Friday Road
FL 524
202
I 95
Ecstasy Circle
Kurtell Lane
Fantasia Lane
Frankie Lane
Carolyn Lane
Phillip Lane
Baggett Place
Fleetwood Place
Townsend Road
Oleander Plant SOUTHERN
Sam's Club
Cocoa
201
Cox Road
Watson Way
Fishermans Place
Monday Court
Brush Lane
Fenne
Hilburn Lane
Fisherman's Place
Wenner Way
Sundial Court
Lake Drive
King Street
FL 520
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Legislation Details (With Text)

File #:	18-79	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	2/26/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2018. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution FOM Stabilization Reserve Change March 13 2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 26, 2018
Agenda Date: March 13, 2018
Prepared By: Christi Grant, Staff Accountant
Through: Teri Butler, CGFO, Finance Director
Requested Action:
To approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2018.

BACKGROUND:

In October 2010, the City Council established a Fund Balance Reserve Policy as part of the Financial Operations Manual (FOM). Each fiscal year the City Manager is to recommend to City Council the amount of fund balance that will be committed to a Capital Replacement Reserve and a Stabilization Reserve based on the most recent audited financial statements (CAFR). Changes to the reserves are approved by City Council through a Resolution. Only the City Council can authorize expenditures out of these reserves and increase or decrease the reserve balances.

As part of Committed Fund Balance, the Fund Balance Reserve Policy established a Stabilization Reserve, which targets no less than $9,500,000 or 33% of the total operating expenditures of the General Fund reported in the prior year's CAFR, whichever is greater. The FY2017 CAFR reports total operating expenditures of the General Fund of $30,009,853, 33% of which is $9,903,251. Therefore, the City Manager recommends the Stabilization Reserve be increased by $311,746 for FY2018.

There is no change needed for the Capital Replacement Reserve.

STRATEGIC PLAN CONNECTION:

The Fund Balance Reserve Policy is to insure against unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

On October 12, 2010, the City Council approved Resolution No. 2010-137 adopting the FOM, which included the Fund Balance Reserve Policy. On September 27, 2011, the City Council approved Resolution No. 2011-109, approving the commitment of general funds from the fund balance to the Capitalization Replacement Reserve, the Stabilization Reserve, and the Health Insurance Reserve. On August 25, 2015, the City Council approved Resolution No. 2015-050, amending the FOM, which amended the Fund Balance Reserve Policy to remove the Health Insurance Reserve from Committed Fund Balance. On March 28, 2017, the City Council approved Resolution 2017-114, increasing the Stabilization Reserve to $9,591,506.

RECOMMENDED MOTION:

To approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2018.

RESOLUTION NO. 2018- 016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, APPROVING THE COMMITMENT OF FUNDS IN THE GENERAL FUND BALANCE TO INCREASE THE STABILIZATION RESERVE FOR FISCAL YEAR 2018; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND POLICIES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City's Financial Operations Manual establishes a fund balance reserve policy tailored to the needs of the City to insure against unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services; and

WHEREAS, the fund balance reserve policy requires the City Manager to establish a Capital Replacement Reserve and a Stabilization Reserve for each budget year based on the most recent audited financial statements (CAFR); and

WHEREAS, the percentage requirement for each reserve is to be appropriated and recommended by the City Manager and approved by the City Council each year; and

WHEREAS, the City Council desires to approve the commitment of funds in the general fund balance to increase the Stabilization Reserve for Fiscal Year 2018; and

WHEREAS, the City Council deems that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

SECTION 1. Incorporation of Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference.

SECTION 2. **Approval of Commitment of General Fund Balance.** The City Council of the City of Cocoa hereby approves the recommendation of the City Manager to commit an additional $311,746 to the Stabilization Reserve for Fiscal Year 2018.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by a

court of competent jurisdiction, whether for substantive or procedural reason, such FinMgr123shall not affect the validity of the remaining portion of the Resolution.

SECTION 4. Repeal of Prior Inconsistent Resolutions. All prior resolutions or parts of resolutions and policies in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida; except, however, the commitment of general fund balance to the Stabilization Reserve shall be retroactive to October 1, 2017 for the purposes of the fiscal year 2018 budget.

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of March, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-76	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	2/23/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2017. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 23, 2018
Agenda Date: March 13, 2018
Prepared By: Anne Folsom Quesada, Accounting Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2017.

BACKGROUND:

In October of 2017, the City's Finance team began year-end adjustments and closing procedures required to close out the fiscal year ended September 30, 2017. In January of 2018, the accounting firm of Carr, Riggs & Ingram (CRI) conducted field work for the audit and the report was completed in early March 2018.

The results of the FY2017 audit and financial reports will be presented to the City Council by Deborah Goode, Partner of CRI, in conjunction with this agenda.

STRATEGIC PLAN CONNECTION:

The CAFR is a tool providing City staff and stakeholders with valuable financial and other information necessary to plan and make informed financial decisions to provide for high levels of municipal services while maintaining fiscal sustainability.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2017.

Legislation Details (With Text)

File #:	18-52	**Version:** 1	**Name:**		
Type:	Report		**Status:**	Council Busines	
File created:	2/12/2018		**In control:**	City Council	
On agenda:	3/13/2018		**Final action:**		
Title:	Approve changes of the date and times of the previously approved road closure for the Village Idiot 5K Run Walk through Cocoa Village. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Final 2018 Street Closure Request				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 12, 2018
Agenda Date: March 13, 2018
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Karen Hamilton, Community Services Director
Requested Action:
Approve changes to the date and times of the previously approved road closure for the Village Idiot 5K Run Walk

BACKGROUND:

The Village Idiot Pub holds annually a 5K Run Walk through the Streets of Cocoa Village. The event is usually held on April 1st but this year the race is scheduled for Friday, March 30th. The closure of Harrison Street (between Riveredge and Delannoy Ave is requested for a street party between 3:00pm and 12:00am. The streets along the race route will only be closed between 6:00pm and 8:30pm.

Street Party Location: Village Idiot 5K Village Lost Their Idiot, Friday, March 30, 2018 (3:00 pm - 12:00 am).

Harrison St: between Riveredge Blvd. and Delannoy Ave.

Race Route: Village Idiot 5K Village Lost Their Idiot, Friday, March 30, 2018 (6:00 pm - 8:30 pm)

Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Oak St: between Riverside Dr. and Brevard Ave.
Brevard Ave: between Oak St. and Harrison St.

Harrison St: between Brevard Ave. and Riveredge Blvd.
Total Closure Days- One Day

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure. This event occurs on an annual basis. I have attached a copy of the previously approved street closures.

PREVIOUS ACTION:

This request is to change the date and times of the event. The previous request for this closure was approved on January 9, 2018.

RECOMMENDED MOTION:

Request that Council approve the change of event date and times.

CITY COUNCIL AGENDA ITEM

Memo Date: December 5, 2017
Agenda Date: January 9, 2018
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Karen Hamilton, Community Services Director
Requested Action:
Approve the requested 2018 street closures in association with the proposed Special Events.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 01-2016.

Events:

Cocoa Village Mardi Gras, February 17, 2018 (3:00 pm -12:00 am)
Delannoy Ave: between Derby St. and SR 520
Brevard Ave: between Church St. and SR 520
Harrison Street: between Riveredge Blvd. and Brevard Ave.
Oleander Street: between Brevard Ave. and Municipal Parking Lot
Total Closure Days- One Day

HCVA Spring Craft Fair, Saturday, March 3 and 4, 2018 (2:00 am – 6:00 pm)
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and Harrison St.
Total Closure Days- Two Days

Village Idiot 5K Village Lost Their Idiot, Monday, April 30, 2018 (5:00 pm – 10:00 pm)
Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Oak St: between Riverside Dr. and Brevard Ave.
Brevard Ave: between Oak St. and Harrison St.
Harrison St: between Brevard Ave. and Riveredge Blvd.
Total Closure Days- One Day

HCVA Car Show, Saturday, April 21, 2018 (10:00 am – 5:00 pm)
Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Delannoy Ave. and Brevard Ave.

Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure Days- One Day

HCVA Summer Craft Fair, Saturday, May 12-13, 2018 (2:00 am May 12 – 5:00 pm May 13)
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and SR 520
Total Closure Days- Two Days

HCVA Car Show Saturday, September 15, 2018 (10:00 am – 5:00 pm)
Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Delannoy Ave. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure days- One Day

2018 Walk to End Alzheimer's, September 22, 2018 (6:00 am – 2:00 pm)
Riverfront Park to Church Street continuing to Riverside Drive

Riverside Drive:	Between Church St. and Derby St.
Delannoy Avenue:	Between Derby St. Harrison St.
Harrison Street:	Between Delannoy and Brevard Ave.
Brevard Avenue:	Between Harrison St. and Rosa L. Jones Blvd
Rosa L. Jones Blvd:	To John Garren Ln
John Garren Lane:	Between Rosa L. Jones and Orange Street
Orange Street:	Between John Garren Ln and Florida Ave.
Florida Avenue:	Between Orange Street and Stone St.
Stone Street:	Between Florida Ave and Brevard Ct.
Brevard Court:	Between Florida Ave and Orange St.
Orange Street:	Between Brevard Ct and Brevard Ave.
Church Street:	Between Brevard Ave and Delannoy St.
Delannoy Avenue:	Between Church Street and Harrison St.
Harrison Street:	Between Delannoy and Riversedge leading back into riverfront Park along the river.

Total Closure Days- One Day

HCVA Fall Craft Fair, October 20-21, 2018 (2:00 am October 20 – 5:00 pm October 21)
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and SR 520
Total Closure Days- Two Days

Christ Central Church Annual Fall Festival, Saturday, October 28, 2018 (1:00 pm – 8:00 pm)
Coquina Drive: between Michigan Ave. and the easterly end of church property
Total Closure Days- One Day (Street closure requested although the location is not in the CBD)

City of Cocoa Fall Festival in the Village, Saturday, October 27, 2018 (2:00 pm – 8:00 pm)
Harrison St: between Riveredge Blvd. and Brevard Ave.
Delannoy St: between Church St. and SR 520
Church St: between Brevard Ave. and Delannoy Ave.
Brevard Ave: between SR 520 and Church St.
Total Closure Days- One Day

Intracoastal Waterway Century Ride- Sunday, October 28, 2018 – Space Coast Free Wheelers
The corner of Delannoy Ave. and Harrison St. from 7:30 am-8:15 am for the beginning of their bike racing event for charity. This is an annual event that has occurred the last weekend in October each year. As soon as the race begins and bikes are cleared out, the street will be opened back up. Actual time should be no longer than 30 minutes.
Total Closure Days- Half Day

FEDS of Brevard STEP Up for Down Syndrome, Saturday, November 3, 2018 (7:00 am – 10:00 am)
Church St: between Delannoy Ave. and Riverside Dr.
Riverside Dr: between Church St. and Oak St.
Rockledge will also be supporting this event.
Total Closure Days- Half Day

HCVA Holiday Craft Fair, December 2-3, 2018 (2:00 am December 2–5:00 pm December 3)
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and SR 520Total Closure days- Two Days

Cocoa Rockledge Holiday Parade and Tree Lighting, December, 9, 2017 (4:00 pm – 8:00 pm)
Brevard Ave: beginning at the southerly city limit to Maryland Ave.
Maryland Ave: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Maryland Ave. and SR 520
Harrison St: between Delannoy Ave. and Riveredge Blvd.
Total Closure Days- Half Day

The total number of street closure days if approved is 17.5.

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure. The MLK event will have the permit fees waived. The event is held on a federal holiday per the special events ordinance section 2-404. It is not considered a street closure.

PREVIOUS ACTION:

The 2017 Road Closure requests were approved last year.

RECOMMENDED MOTION:

Request Council approval of all 2018 Road Closures listed in this request. An attachment of the requested closures has been included.

Legislation Details (With Text)

File #:	18-54	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	2/13/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request in the amount of $2,000.00, as recommended by the Code Board, for the property located at 502 Brevard Ave. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	502 Brevard Ave.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 13, 2018
Agenda Date: March 13, 2018
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request in the amount of $2,000.00, as recommended by the Code Board, for the property located at 502 Brevard Ave.

BACKGROUND:

Code Case# 16-410

The Code Enforcement Board held a public hearing on July 21, 2016, at which time the Board found the owner, Thomas & Alice Mandros and Sotiria Tina Kyros, in violation of the following:

Section 6-1003 (b) Protective Treatment

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at $150.00 per day from August 10, 2016 until compliance was achieved and documented on December 15, 2017. The lien is $73,800.00 and the current owner, Thomas & Alice Mandros and Sotiria Tina Kyros, requested that the lien be reduced to $1000.00.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? Yes

- Whether the owner made attempts to correct the violation(s); No

- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for 492 days and the total amount of the lien is $73,800.00.

The current market value of the subject property is $75,980.00 according the Brevard County Property Appraiser.

Based on the above factors, staffs recommendation to the Code Board was to reduce the lien to $7,380.00.

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

STRATEGIC PLAN CONNECTION:

Image, Community Development, and Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on February 15, 2018, recommended that the lien be reduced to $2,000.

RECOMMENDED MOTION:

Approve a Code Enforcement Lien Reduction request in the amount of $2,000.00, as recommended by the Code Board, for the property located at 502 Brevard Ave.

Application # CE - 16 - 410

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
JAN 31 2018
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** January 30 2017

2. **Applicant Information:** * *NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Cantwell & Goldman, P.A.

Name: Jay Thakkar, Esq.

Mailing Address: 96 Willard Street, Suite 302

City: Cocoa State: FL Zip Code: 32922

Phone #: 321 639 1370 Ext-115 Fax #: 321 639 9950

Mobile #: 407 733 1601 E-mail: Jay@cfglawoffice.com

3. **Property Owner Information:** * *Check here if same as Applicant* → ☐
* *If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable):

Name: Thomas Mandros, deceased and Alice Mandros, wife

Mailing Address: 96 Willard Street, Suite 106

City: Cocoa State: FL Zip Code: 32922

Phone #: 321 639 3764 Fax #: 321 639 3911

Mobile #: E-mail: David@presnicklaw.com

4. **Information for property on which lien occurs:**

Street Address and Location: 502 Brevard Avenue, Cocoa FL 32922

Parcel ID:

24-36-33-77-00000.0-0006.00

Tax Account Number:

2426250

Existing Use(s) on Property: Vacant

Proposed Use(s) on Property: Selling the land / building to convert into restaurant

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? N/A

Nature of Violation(s): needed painting and removing containers

Date Fine or Lien Imposed: 7/21/16 Amount of Fine: $71,700.00 - $150 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 1/24/18

5. **Please provide the following information:**

Code enforcement case number: 17-913, 16-410

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / (NA) (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

My client's husband passed away and the widow, Alice Mendez was unaware of the situations related to the property.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Client was not aware of the issues because the deceased husband always took care of business affairs

Amount you are requesting that the lien be reduced to: $1,000.00

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

The client is an elderly who isn't very healthy. She is doing her best with the help of her children that live out of State and needs this reduction to help pay expenses related to the estate.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

N/A

6. **Please submit the following items in order complete the application:**

   a. ☐ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Jay Thakkar being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Dale O'Connor
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 30th day of January, 20 18

DALE O'CONNOR
MY COMMISSION EXPIRES
OCTOBER 15, 2021
#GG 115399
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Legislation Details (With Text)

File #:	18-55	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	2/13/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request in the amount of $2,000, as recommended by the Code Board, for the property located at 1222 Amherst Ct. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1222 Amherst Ct..pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 13, 2018
Agenda Date: March 13, 2018
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request in the amount of $2,000, as recommended by the Code Board, for the property located at 1222 Amherst Ct.

BACKGROUND:

Code Case# 17-239

The Code Enforcement Board held a public hearing on June 15, 2017, at which time the Board found the owner, Yuling Properties LLC, in violation of the following:

Section 6-900(b)(1) a-d Accumulation of trash and litter
Section 6-1003 (b) Protective Treatment
Section 6-2003 Rental Business Tax and
Section 6-902 (b)(1) (2) Storing Junk Autos

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at $100.00 per day from July 16, 2017 until compliance was achieved and documented on January 8, 2018. The lien is $17,700 and the current owner, Yuling Properties LLC, is requesting that the lien be reduced to $150.00.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? No

- Whether the owner made attempts to correct the violation(s); Yes

- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for 177 days and the total amount of the lien is $17,700.00.

The current market value of the subject property? The current market value is $54,550.00 according the Brevard County Property Appraiser.

Based on the above factors, staff recommend to the Code Board that the lien be reduced to $1,770.00.

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

STRATEGIC PLAN CONNECTION:

Image, Community Development and Crime.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on February 15, 2018, recommended that the lien be reduced to $2,000.

RECOMMENDED MOTION:

Approve a Code Enforcement Lien Reduction request in the amount of $2,000, as recommended by the Code Board, for the property located at 1222 Amherst Ct.

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
February 15, 2018

LIEN REDUCTION REQUEST FOR
1222 Amherst

CASE# 17-239

The Code Enforcement Board held a public hearing on **June 15, 2017**, at which time the Board found the owner, **Yuling Properties LLC**, in violation of the following:

Section 6-900(b)(1)a-d Accumulation of trash and litter
Section 6-1003 (b) Protective Treatment
Section 6-2003 Rental Business Tax and
Section 6-902 (b)(1) (2) Storing Junk Autos

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$100.00** per day from **July 16, 2017** until compliance was achieved and documented on **January 8, 2018.** The lien is **$17,700** and the current owner, **Yuling Properties LLC**, is requesting that the lien be reduced to **$150.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **No**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **177 days** and the total amount of the lien is **$17,700.00.**
- The current market value of the subject property? The current market value is **$54,550.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$1770.00.**

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

Application # CE - 17 - 239

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

Please TYPE or PRINT this application neatly.

For Office Use Only - Date Received
RECEIVED
JAN 16 2018
BY: RMW
Stamp Only When Application is Fully Complete

1. **Date:** 1-10-2018

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Yuling Properties L.L.C
Name: Lei Xu
Mailing Address: 500 williams street
City: Melbourne State: FL Zip Code: 32901
Phone #: _____ Fax #: _____
Mobile #: 3215361018 E-mail: leexu9210@gmail.com

3. **Property Owner Information:** **Check here if same as Applicant* → X
** If more than one owner, attach additional sheet with names and addresses.*

leexu9210@gmail.com

Company (if applicable): _____
Name: LEI XU
Mailing Address: 500 WILLIAMS STREET
City: _____ State: _____ Zip Code: _____
Phone #: _____ Fax #: _____
Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 1222 Amherst ct Cocoa Fl

Parcel ID:

24-36-30-01-□□□□□.F-19□□.□□

Tax Account Number:

2423246

Existing Use(s) on Property: SFD

Proposed Use(s) on Property: N/A

(If residential – (circle one) **owner occupied** or (**rental**) if rental does property owner anticipate accepting any state or federal rental subsidies? Possibly

Nature of Violation(s): Ext. of Home/Shed/Fence/Cars on street

Date Fine or Lien Imposed: 6-15-2017 Amount of Fine: _____ per day

Have the violation(s) on the subject property been corrected: (Yes) No (Circle one)

Date upon which the subject property was brought into compliance: 12-31-2017

5. **Please provide the following information:**

Code enforcement case number: 17-00000239

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

It was Moms property - Her Passing was in March 19 2017. I was quite confused as to the procedure - After Probate. The address on Violation was an unknown address to me.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

I was unaware of the code violation as the county had a wrong addies for me. With My mother's decease, I was busy with Probate & I went back to hometown for 2 weeks to deliver her cremate. By the Time I came back on Oct near November I was finaly Notified by a letter at My curlent address.

Amount you are requesting that the lien be reduced to: $150.00

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Eviction started & Executed - See attached
Tenant Removed & Tenant removed shed - fence - Kennels - cars - Auto parts

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO

6. **Please submit the following items in order complete the application:**

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☒ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, [illegible] being first duly sworn, depose and say that:

X I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Rita Czaya
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced driver's License

X000-520-92-376-0

Rita Czaya
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 15 day of January, 20 18

RITA CZAYA
MY COMMISSION # GG 089201
EXPIRES: April 2, 2021
Bonded Thru Notary Public Underwriters

0DAF7977-1.jpg

VOID IF ALTERED OR ERASED

STATE OF FLORIDA

BUREAU of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2017047328 **DATE ISSUED:** March 28, 2017

STATE FILE DATE: March 27, 2017

DECEDENT INFORMATION

NAME: GUN, YU

DATE OF DEATH: FOUND ON March 19, 2017 SEX: FEMALE AGE: 046 YEARS

DATE OF BIRTH: October 10, 1970 SSN: 772-32-9012

BIRTHPLACE: CHINA

PLACE WHERE DEATH OCCURRED: DECEDENT'S HOME

FACILITY NAME OR STREET ADDRESS: 1060 MITCHELL STREET

LOCATION OF DEATH: COCOA, BREVARD COUNTY, 32922

COUNTY: BREVARD

OCCUPATION, INDUSTRY: SELF EMPLOYED, RENOVATIONS

RACE: ___White ___Black or African American ___Asian Indian ___Filipino ___Native Hawaiian ___American Indian or Alaskan Native, Tribe: ___Chinese ___Japanese ___Vietnamese ___Guamanian or Chamorro ___Samoan ___Korean ___Other Pacific Islander ___Other Asian ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

EDUCATION, BACHELORS DEGREE EVER IN U.S. ARMED FORCES? NO

PARENTS AND INFORMANT INFORMATION

FATHER/PARENT: CHANG, QI -YU

MOTHER/PARENT: LIU, FANG -YANG

INFORMANT: LEI, XU

RELATIONSHIP TO DECEDENT: SON

INFORMANTS ADDRESS: 600 WILLIAMS STREET, MELBOURNE, FLORIDA, 32901, UNITED STATES

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: ATLAS CREMATORY

ROCKLEDGE, FLORIDA

METHOD OF DISPOSITION: CREMATION

FUNERAL DIRECTOR/LICENSE NUMBER: PAUL T. MAZZONI / FD25276

FUNERAL FACILITY: ISLAND CREMATORY, PARKWAY, MERRITT ISLAND, FLORIDA, 32952

4089 COURTENAY

CERTIFIER INFORMATION

TYPE OF CERTIFIER: MEDICAL EXAMINER MEDICAL EXAMINER CASE NUMBER: 17-180228

TIME OF DEATH (24 hr): FOUND AT 1710 DATE CERTIFIED: March 27, 2017

CERTIFIER'S NAME: DAVID SYED QAISER

CERTIFIER'S LICENSE NUMBER: ME76324

NAME OF ATTENDING PHYSICIAN (If other than Certifier): NOT ENTERED

State Registrar

REG: 2017043902

CERTIFICATION OF VITAL RECORD

VOID IF ALTERED OR ERASED

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2423246
Owners	Yuling Properties LLC
Mailing Address	1005 Bolton Pl Lake Mary FL 32746
Site Address	1222 Amherst CT Cocoa FL 32922
Parcel ID	24-36-30-01-F-19
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.24
Subdivision	College Manor No 1A
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0014/0057
Land Description	College Manor No 1A Lot 19 Blk F



VALUE SUMMARY

Category	2017	2016	2015
Total Market Value	$54,550	$45,320	$39,540
Agricultural Market Value	$0	$0	$0
Assessed Value Non-School	$49,850	$45,320	$37,270
Assessed Value School	$54,550	$45,320	$37,270
Homestead Exemption	$0	$0	$25,000
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$49,850	$45,320	$12,270
Taxable Value School	$54,550	$45,320	$12,270

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
09/27/2016	$50,000	QC	Improved	7718/2577
10/16/2015	$33,200	WD	Improved	7478/0193
08/06/2015	--	CT	Improved	7426/0627
04/30/1996	$56,900	WD	Improved	3567/1353
02/14/1985	--	WD	--	2578/1782
07/25/1984	--	CT	--	2529/0926
02/28/1979	$29,000	--	--	2027/0400

BUILDINGS

PROPERTY DATA CARD #1

Building Use	Year Built	Story Height	Floors	Residential Units	Commercial Units
0110 - Single Family Residence	1962	8	1	1	0

Materials	
Exterior Wall:	Stucco
Frame:	Masnryconc
Roof:	Asph/Asb Shngl
Roof Structure:	Hip/Gable

Sub Areas	
Base Area (1st)	969
Enclosed Por	220
Enclosed Por	300
Open Porch	45
Utility Room	88
Total Base Area	969
Total Sub Area	1622

Generated on 11/11/2017 9:20:23 AM

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2423246
Owners	Yuling Properties LLC
Mailing Address	500 Williams St Melbourne FL 32901
Site Address	1222 Amherst CT Cocoa FL 32922
Parcel ID	24-36-30-01-F-19
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.24
Subdivision	College Manor No 1A
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0014/0057
Land Description	College Manor No 1A Lot 19 Blk F

New



VALUE SUMMARY

Category	2017	2016	2015
Total Market Value	$54,550	$45,320	$39,540
Agricultural Market Value	$0	$0	$0
Assessed Value Non-School	$49,850	$45,320	$37,270
Assessed Value School	$54,550	$45,320	$37,270
Homestead Exemption	$0	$0	$25,000
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$49,850	$45,320	$12,270
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02/14/1985	--	WD	--	2578/1782
07/25/1984	--	CT	--	2529/0926
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Roof Structure:	Hip/Gable

Sub Areas	
Base Area (1st)	969
Enclosed Por	220
Enclosed Por	300
Open Porch	45
Utility Room	88
Total Base Area	969
Total Sub Area	1622

DATED 12/8/17

3 DAY NOTICE TO TENANT
PURSUANT TO CHAPTER 83.56(3) F.S.

TO: Kellie Rhynes
Tenant's Name
1222 Amherst Ct
Address
Cocoa Fl 32922
City, State, Zip Code

FROM: Rita Gaya

DATE: 12/8/17

You are herby notified that you are indebted to me in the sum of $ 900.00
insert amount owed by Tenant
for the rent and use of the premises 1222 Amherst Ct. Cocoa Fl
insert address of leased premises
Brevard
county
County, Florida, now occupied by you and that I DEMAND PAYMENT OF THE RENT OR POSSESSION OF THE PREMISES WITHIN THREE WORKING DAYS (excluding Saturday, Sunday, and legal holidays) FROM THE DATE OF DELIVERY OF THIS NOTICE, TO WIT: on or before the 13 day of December, 20 17 (insert the date which is three days from the delivery of this notice, excluding the date of delivery, Saturday, Sunday, and legal holidays).

Hand Delivered on

Posted On

Approved for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar

The Florida Bar 2010

Rita Gaya
Signature

Landlord Name/Property Manager (Circle One)

18 West Ave B unit 3
Address [street address where Tenant can deliver rent]

Melbourne Fl 32901
City, State, Zip Code

321 288 0074
Telephone Number

This form was completed with the assistance of:
Name:

Address:

Telephone Number:

LAW 217
Rev. 11-16-2012

********** SCOTT ELLIS, CLERK OF COURT **********
MELBOURNE, BREVARD COUNTY, FLORIDA

RECEIPT #: E 000778833
RECEIVED OF: CZAYA RITA
PART. ID: 3333023
BY CLERK: ERIN P
CHECKS: B 5850

DATE: 12-19-2017

TIME: 08:59:33
MEMO:

$195.00

CASH	CREDIT	CHANGE	OTHER
$0.00	$0.00	$0.00	$0.00

CASE NUMBER	EVENT	COURT/JUDGE	TAX NO.	AMOUNT
05-2017-CC-055063-XXXX-XX RITA CZAYA VS KELLIE RHYNES PARTY: CZAYA RITA	430	PMT: EVICTION FILING FEE RB RHONDA E. BABB (321)637-5604 ext.		$185.00
05-2017-CC-055063-XXXX-XX RITA CZAYA VS KELLIE RHYNES PARTY: CZAYA RITA	9569	PMT: ISSUE COUNTY SUMMONS RB RHONDA E. BABB (321)637-5604 ext.		$10.00
		TOTAL RECEIPT...		$195.00

* CHECK/CHEQUE IS CONDITIONAL PAYMENT
* PENDING RECEIPT OF FUNDS FROM BANK. *

TO VIEW CASE INFORMATION, VISIT OUR WEBSITE:
www.brevardclerk.us
A $5.00 partial payment fee will be assessed each month a partial payment is made.
If you elect to attend traffic school and fail to complete and submit your school certificate to the Clerk by your due date, additional fees will be due, and your license may be suspended.

Legislation Details (With Text)

File #:	18-56	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	2/13/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa & Richard L Taylor, which conditionally provides a reduction of the Code Enforcement Liens associated with 1315 South Lakemont Dr., to $3,950.00 providing the owner agrees to and complies with the conditions set forth in the agreement. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lein reduction Application and Payment Lien Reduction Agreement Taylor				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 13, 2018
Agenda Date: March 13, 2018
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa, Richard L Taylor. which conditionally provides a reduction of the code enforcement liens associated with 1315 South Lakemont Dr., to $3,950.00 providing the owner agrees to and complies with the conditions set forth in the agreement.

BACKGROUND:

Code Case # 12-961

The City was approached by Richard L. Taylor, the current property owner of 1315 South Lakemont Dr., who is requesting a lien reduction. The City currently has one code lien relating to the above-mentioned properties, totaling $34,490.00.

The current combined market value of the property is $35,830.00 according to the Brevard County Property Appraiser.

This property was originally owned by Diane Murphy when the original violations were imposed. The property was then sold via tax deed sale and purchased by Catherine Bok. The City commenced a lien foreclosure action against Ms. Bok, but Ms. Bok subsequently sold the property to another party,

who then sold the property to Mr. Taylor. Mr. Taylor was not aware of the lawsuit or that the City's lien was still attached to the property. Although a tax deed sale generally eliminates most judgments and liens, it does not eliminate a municipal lien. Since Mr. Taylor purchased the property, he has taken action to clean up the property and is working on correcting the pending code violations. The Lien Reduction Agreement, which was drafted by the City Attorney's Office, requires Mr. Taylor to meet certain deadlines before the lien reduction is effective. Therefore, the Council's approval of the lien reduction is subject to Mr. Taylor meeting all the conditions provided in the Lien Reduction Agreement. The City's lien foreclosure lawsuit is on hold pending compliance with the Lien Reduction Agreement.

The Code Board has recommended approval and Staff is requesting that the City Council approve a lien reduction agreement that would reduce the lien to Three Thousand Nine Hundred Fifty Dollars ($3,950.00), based upon compliance with the Lien Reduction Agreement.

The City Attorney has also petition the County to receive the surplus funds available after the tax deed sale in furtherance of collecting the City's lien. The City also anticipates receiving approximately $9,000 in surplus funds that remained after the tax deed sale. This amount is in addition to the amount the City will receive under the Lien Reduction Agreement.

STRATEGIC PLAN CONNECTION:

Image, Community Development and Crime None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on February 15, 2018, recommended approval of the attached Code Enforcement Lien Reduction Agreement.

RECOMMENDED MOTION:

Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa, Richard L Taylor. which conditionally provides a reduction of the code enforcement liens associated with 1315 South Lakemont Dr., to $3,950.00 providing the owner agrees to and complies with the conditions set forth in the agreement.

Application # CE - 12 - 961

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

Please TYPE or PRINT this application neatly.

For Office Use Only Date Received
RECEIVED
NOV 29 2017
BY:
Stamp Only When Application is Fully Complete

1. **Date:** 10 DEC 17

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): N/A
Name: RICHARD L. TAYLOR (RICK)
Mailing Address: 1034 JACARANDA CIR
City: ROCKLEDGE State: FL Zip Code: 32955
Phone #: 321 223 6288 Fax #:
Mobile #: 321 223 6288 E-mail: REBELRICK9@AOL.COM

3. **Property Owner Information:** ** Check here if same as Applicant →* ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): N/A
Name: RICHARD L. TAYLOR (RICK)
Mailing Address: 1034 JACARANDA CIRCLE
City: ROCKLEDGE State: FL Zip Code: 32955
Phone #: 321 223 6288 Fax #:
Mobile #: 321 223 6288 E-mail: REBELRICK9@AOL.COM

4. **Information for property on which lien occurs:**

Street Address and Location: 1315 SOUTH LAKE MONT DR

Parcel ID:

24-36-20-BW-000000.0-0238.00

Tax Account Number:

241591 7

Existing Use(s) on Property: RESIDENTIAL

Proposed Use(s) on Property: RESIDENTIAL

(If residential – (circle one) owner occupied or rental), if rental does property owner anticipate accepting any state or federal rental subsidies? PRESENTLY UNINHABITABLE

Nature of Violation(s): MAINTENANCE OF STRUCTURE, CH. 6 SEC. 6-900(b)(4)a-c

Date Fine or Lien Imposed: 11-8-12 Amount of Fine: $25.00 per day

Have the violation(s) on the subject property been corrected: Yes / (No) (Circle one)

Date upon which the subject property was brought into compliance: N/A - ATTEMPING TO GET A BUILDING PERMIT FOR REPAIRS (8/17/2016)

5. **Please provide the following information:**

Code enforcement case number: CE-12-961

Were you the property owner at the time the lien was imposed? Yes (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes (No) / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

THE PROPERTY WAS IN POOR CONDITION. I PURCHASED THE PROPERTY TO BRING IT BACK TO LIVING CONDITION. I LEARD, BY ACCIDENT, THE HOME WAS IN FORCLOSURE AT THE TIME I PURCHASED THE HOME.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

I DID NOT OWN THE PROPERTY WHEN PENALTIES WERE APPLIED. I HAVE BEEN ATTEMPTING TO OBTAIN A BUILDING PERMIT FOR 4-5 MONTHS.

Amount you are requesting that the lien be reduced to: AS LOW AS RECOA CITY COUNCIL WILL CONSIDER. MONEY TAKEN FOR LIENS REDUCE FUNDS FOR REPAIRS.

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

I PURCHASED THE PROPERTY TO REPAIR AND ALLOW A NEEDY FAMILY TO RESIDE UPON COMPLETION.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO OTHER PROPERTIES WHICH ARE NOT IN COMPLIANCE WITH ANY GOV. AGENCY.

6. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☐ TBC **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ N/A **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ N/A **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF CALIF COUNTY OF SANTA BARBARA, _____
being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Richard L. Taylor
(APPLICANT SIGNATURE)

Elizabeth Bailey
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL Driver License

Elizabeth Bailey
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 28 day of November, 20 17

ELIZABETH BAILEY
Commission #2086417
Notary Public
California
SANTA BARBARA COUNTY
My Commission Expires October 17, 2018

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara)

On November 18, 2017 before me, Jose Luis Rodriguez "Notary Public"
(insert name and title of the officer)

personally appeared Richard Leslie Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JOSE LUIS RODRIGUEZ
Commission # 2134842
Notary Public - California
Santa Barbara County
My Comm. Expires Dec 19, 2019

Signature _____ (Seal)

INVOICE

tment
Division

Date	**12/26/2017**
Case #	12-961
Site Address	1315 S Lakemont Dr

CITY OF COCOA
*** CUSTOMER RECEIPT ***
Oper: COCOAFB Type: CC Drawer: 1
Date: 1/09/18 01 Receipt no: 215459

	Year	Number	Amount
	2012	951	
CE		CODE ENFORCEMENT	$20.00

Tender detail
CK CHECK 1174 $20.00
Total tendered $20.00
Total payment $20.00

Trans date: 1/09/18 Time: 15:16:52

*** TOTAL DOES NOT INCLUDE CC FEE ***

PAYMENTS CAN NOW BE MADE ONLINE AT HTTP://WWW.COCOAFL.ORG OR THROUGH THE AUTOMATED PHONE SYSTEM (321) 433-8400

DESCRIPTION	AMOUNT
e	$20.00
TOTAL	$20.00

Make all checks payable to City of Cocoa.
If you have any questions or concerns regarding this invoice please contact Rachel Unruh at 321-433-8508.

CODE ENFORCEMENT LIEN
REDUCTION AGREEMENT

THIS CODE ENFORCEMENT LIEN REDUCTION AGREEMENT("Agreement") is made and entered between the **CITY OF COCOA** ("City"), and **RICHARD L. TAYLOR** ("Owner").

WITNESSETH:

WHEREAS, Owner is the current fee simple owner of the property located at 1315 S. Lakemont Drive, Cocoa, Florida, and legally described as **Lot 238, REPLAT OF PART OF COCOA HILLS, according to the plat thereof, as recorded in Plat Book 13, Page 88, of the Public Records of Brevard County, Florida** ("the Property"); and

WHEREAS, the Property was previously found in violation of City Codes for maintenance of structure and code enforcement liens were imposed on the Property. The violations were not cured by the previous property owners; and

WHEREAS, on January 20, 2017, the City filed a lien foreclosure action in Brevard County Circuit Court, Case No. 05-2017-CA-012622 ("Foreclosure Litigation") . Owner purchased the Property after commencement of the Foreclosure Litigation and was not aware of the pending Foreclosure Litigation. Owner acknowledges receipt of the Amended Verified Complaint for Lien Foreclosure; and

WHEREAS, the City acknowledges that the code violations were imposed against a previous owner of the Property and were not caused by Owner. Since purchasing the Property, Owner has been working with the City to pull the necessary permits and make the required repairs to the Property; however, the repairs are not completed and the Property is still in violation of codes;

WHEREAS, Owner applied for a reduction of the Code Enforcement Lien pursuant to section 6-707 of the Cocoa City Code, and the Code Enforcement Board and City Council conditionally agreed to reduce the Code Enforcement Lien to Seven Hundred and Fifty Dollars ($750.00) in consideration of the Owner agreeing to the conditions set forth herein.

WHEREAS, the City has incurred attorney's fees and court costs in pursuing the Foreclosure Litigation in excess of $9,600.00 to date. The City conditionally agrees to reduce the amount of fees and costs owed to the City to Three Thousand Two Hundred Dollars ($3,200.00) in consideration of the Owner agreeing to the conditions set forth herein.

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration in which the Parties acknowledge, the Parties agree as follows:

Section 1. **Incorporation of Recitals.** The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.

Section 2. **Reduction and Release of Lien.** The City hereby agrees to the satisfaction and release of any and all current Code Enforcement Liens recorded in Brevard County Official Records against the Property, upon the completion of the following:

2.1 **Repairs Completed.** All the necessary repairs to bring the Property into compliance must be completed within one hundred twenty (120) days of approval of this Agreement by City Council.

2.2 **Payment Due.** No later than thirty (30) days after the City Council's approval of the lien reduction, Owner shall pay to the City the amount of Three Thousand Nine Hundred and Fifty Dollars ($ 3,950.00), representing the reduced amount of the Code Enforcement Lien and fees and costs relating to the Foreclosure Litigation.

2.3 **Permits Required.** Owner shall be responsible for obtaining any and all necessary permits required to bring the Property into compliance.

2.4 **No New Violations.** No new or additional code violations shall exist on the Property.

2.5 The City agrees to abate the pending Foreclosure Litigation for 120 days.

Section 3. **Failure to Comply.** In the event all of the conditions set forth in Section 2 of this Agreement are not fully complied with, the lien reduction request shall be automatically denied, the Order reducing the fine shall be null and void, and the Code Enforcement Lien shall remain a charge against the Property in the amount it would have been had the reduction not been approved and this Agreement had not been executed by the Parties, less credit for any payments received by the City toward the Code Enforcement Lien. Owner agrees to accept service of process on the Amended Verified Complaint for Lien Foreclosure and agrees not to contest the final judgment or sale of the Property in the Foreclosure Litigation.

Section 4. **Foreclosure Litigation.** As long as each condition in Section 2 is timely met by Owner, the City shall not pursue the Foreclosure Litigation.

Section 5. **City to Record Satisfaction and Release of Lien.** Upon full satisfaction and completion of all conditions set forth in Section 2, the City shall file a Satisfaction and Release of Code Enforcement Lien in the Public Records of Brevard County, and shall dismiss the Foreclosure Litigation with Prejudice.

Section 6. **Representations of the Parties.** The parties hereby each represent and warrant to the others that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the parties, constitute a legal, valid and binding obligation enforceable against the parties hereto in accordance with the terms and conditions of this Agreement.

Section 7. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute related to this Agreement arising out of state law shall be properly located in Brevard County, Florida and any federal dispute shall be in Orlando, Florida.

Section 8. **Entire Agreement.** This Agreement supersedes any other agreement, oral or written, regarding the Property and contains the entire agreement between the City and Owner as to the subject matter hereof. This Agreement shall not be modified or amended except by written agreement duly executed by all the parties hereto.

Section 9. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

Section 10. **Effective Date.** This Agreement shall become effective upon the execution of this Agreement by all parties hereto.

Section 11. **City Police Power and Sovereign Immunity.** The City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

Section 12. **Interpretation**. The parties hereby agree and acknowledge that they have each participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

Section 13. **Tax Deed Sale Funds.** If the City is entitled to any surplus funds as the result of the prior tax deed sale of the Property, nothing shall prohibit the City from receiving any surplus funds and applying those sums to the full amount of the City's liens on the Property.

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

CITY OF COCOA, FLORIDA:

_____
Henry U. Parrish III, Mayor

ATTEST:

By: _____ Date:_____
City Clerk

OWNER:

_____

_____
Print Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____,who [ ] is personally known to me or [ ] produced _____ as identification.

_____
NOTARY PUBLIC, State of _____
My commission expires:_____

Legislation Details (With Text)

File #:	18-68	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/20/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with Flagler Construction Company, Florida to purchase a ECR88D Volvo Excavator, Trail King TK20LP Trailer, and Associated Equipment Utilizing the Florida Sheriff's Contract No. FSA17-VEH15.0 Effective October 13, 2017 through September 30, 2018; To Approve a Resolution Amending the FY2018 Budget.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ECR88D FSA 2018 BID Revised - City Of Cocoa 1-18-2018.pdf TK24LP Trail King FSA 2018 QUOTE - City OF Cocoa 1-2-2018.pdf ECR88D 2018 FSA17-VEH15.0 Award_2017-10-13_FINALNEW.pdf Trail King 2018 FSA17-VEH15.0 FSA Bid-Final 10-2017.pdf FL Sheriff's Association FSA17-VEH15.0 Contract FINAL.pdf Budget Resolution FY 2018.pdf BAF-UT-Excavator and Trailer (3-13-18)~ Agenda 18-068 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2018
Agenda Date: March 13, 2018
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 Flagler Construction Company, Florida to purchase a ECR88D Volvo Excavator, Trail King TK20LP Trailer, and Associated Equipment Utilizing the Florida Sheriff's Contract No. FSA17-VEH15.0 Effective October 13, 2017 through September 30, 2018; To Approve a Resolution Amending the FY2018 Budget

BACKGROUND:

On March 1, 2017, while responding to a well field break, WFO experienced a total loss of an excavator and trailer due to a fire that began in the trailer's right brake mechanism. The fire quickly spread and consumed both pieces of equipment before the fire could be extinguished. Due to operational need this fiscal year, WFO is requesting approval to transfer available unencumbered funds in order to purchase a replacement excavator, trailer, and associated equipment. Funding is available this fiscal year due to a lower than expected bid recently received for the FY15 valve replacement project which is budgeted in the Repairs and Maintenance Account No. 421-4025-

536.46-00.

At this time, city staff is requesting the approval and use of the Florida Sheriff's Contract No. FSA17-VEH15.0 for the purchase of the ECR88D Volvo Excavator, Trail King TK20LP Trailer, and associated equipment, and to authorize a budgeted expenditure for this equipment not to exceed $113,758.00.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$113,758.00
Account Number	421-4025-536.64-00
Account Name	Machinery and Equipment
Source of Funds	421-4025-536.46-00, R&M

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Flagler Construction Company, Florida to purchase a ECR88D Volvo Excavator, Trail King TK20LP Trailer, and Associated Equipment Utilizing the Florida Sheriff's Contract No. FSA17-VEH15.0 Effective October 13, 2017 through September 30, 2018; To Approve a Resolution Amending the FY2018 Budget.

QUOTE FOR NEW 2018 VOLVO ECR88D COMPACT EXCAVATOR
TO THE CITY OF COCOA
Pricing from Florida Sheriff's Assoc. Bid Spec #39 Hydraulic Excavator
Bid Award Announcement FSA17-VEH15.0
Effective October 13, 2017 - September 30, 2018

			Bid Price	FSA Bid
Base Unit Volvo ECR88-D	**ECR88-D**	**ECR88D Volvo Excavator Base Unit**	**$82,000**	32% diacount
Standard FSA Base Price	ECR88D	Volvo Compact Excavator ECR88D	$0.00	from list
Standard FSA Base Price	CE12005	Boom	0.00	
Standard FSA Base Price	CE13018	Arm, 66.9" w/ thumb bracket	0.00	
Standard FSA Base Price	CE15023	Dozer Blade with Float Function	0.00	
Standard FSA Base Price	CE21007	18" rubber tracks	0.00	
Standard FSA Base Price	CE30008	Engine for NA	0.00	
Standard FSA Base Price	CE31001	Auto idling	0.00	
Standard FSA Base Price	CE32001	Standard Cooling Package for Engine and Work Hydraulics	0.00	
Standard FSA Base Price	CE41007	PVC seat Mech susp w/o heater	0.00	
Standard FSA Base Price	CE42003	Seat belt, 3" retractable	0.00	
Standard FSA Base Price	CE43001	Pilot controls	0.00	
Standard FSA Base Price	CE45010	Rearview mirror	0.00	
Standard FSA Base Price	CE45012	Hour meter, analog	0.00	
Standard FSA Base Price	CE46002	Universal key	0.00	
Standard FSA Base Price	CE47011	Joystick w/o X3	0.00	
Standard FSA Base Price	CE50002	Work light, additional rear	0.00	
Standard FSA Base Price	CE51001	Travel alarm (switchable)	0.00	
Standard FSA Base Price	CE60003	Hydraulic oil ISO VG46 14℉ to 86℉ (-10℃ to 30℃)	0.00	
Standard FSA Base Price	CE62015	Hammer/Shear pipe on base mach	0.00	
Standard FSA Base Price	CE70002	Tool kit - daily maintenance	0.00	
Standard FSA Base Price	CE71003	Manual + parts CD,English	0.00	
Standard FSA Base Price	CE80002	Decals NA	0.00	
Standard FSA Base Price	CE8293216	24 Or 36 inch, .436yd, GP bucket, VTS Tooth System	0.00	
Standard FSA Base Price		**Total Florida Sheriff's Association Base Price**	**82,000**	
Standard FSA Base Price	CE 40022	Less Cab " ONLY" (pre-wired for Caretrack);	-2,311	-3399
Standard FSA Base Price	CE44006	Less Heat & Air Conditioning	-1,795	-2640
Standard FSA Base Price		**Total Florida Sheriff's Association Contract Price**	**77,894**	
Optional Contract Item	CE8293213	18" .187 yd additional trenching bucket (3 teeth)	932	1372
Optional Contract Item	CE11871090	ECR88 Standard Hydrauic thumb (for pin-on bucket)	2,929	4308
Optional Contract Item	CE11839857	Pin Kit for ECR88 buckets	100	147
		Total Florida Sheriff's Association Contract Price	**81,855**	
Optional Non Contract Item	CX11896230	HB450-plus hydraulic breaker (hammer)	9,000	13236
Optional Non Contract Item	CX16247351	Breaker Bracket HB450-plus - direct fit	841	1238
Optional Non Contract Item	FCE-Breaker	Hydraulic Breaker & Hose Kit install	900	1323
		Total Florida Sheriff's Association Contract Price	**92,596**	
Warranty Options:	36 mo or 3000 hrs. Premier (Full) Extended Warranty including Travel / Time / Mileage		**2,314**	
		Total Florida Sheriff's Association Contract Price	**$94,910**	

Note: Standard Volvo Warranty is a 12 month or 2500 hour Governmental Warranty

Note: FSA Selling Price for additional options ***NOT LISTED*** is a 32% discount from the Manufacturers List Price

Quote Prepared by : John Amador - Government Sales - January 2, 2018, Updated January 12, 2018, Revised for acknowledgement January 18, 2018

CUSTOMER ACCEPTANCE:

"I accept the equipment and terms stated herewith"

By:_____ Date: _____

9601 Boggy Creek Road, Orlando, FL 33824 - Office: 407.850.9614 – Mobile: 561.718.5018

QUOTE FOR A NEW 2018 TRAIL KING TK24LP TAG TRAILER
TO THE CITY OF COCOA
Florida Sheriff's Contract # FSA17-VEH15.0 Specification #58
Effective October 13, 2017 - September 30, 2018

				List pric	FSA Contract Price
Standard TK20 Base Unit	**Trail King TK20LP Trailer Base Model**	**Price (USD)**			**$14,850**
Model Upgrade TK24LP	**TK24LP Trail King Trailer (24,000 Lb) Upgrade**	11201	15148.00		**$1,250**
Standard FSA Base Price	26' Deck	11205	321.00		$0.00
Standard FSA Base Price	1.5" Oak Decking	11215	0.00		$0.00
Standard FSA Base Price	Self Cleaning Beavertail (incl. Mudflaps)	11219	0.00		$0.00
Standard FSA Base Price	Black S7203 w/White Decals	08024	0.00		$0.00
Standard FSA Base Price					
Standard FSA Base Price					
Standard FSA Base Price					
	Total FIroida Sheriff's Association Contract Price				**$16,100**
Optional non Contract Item	36" X 6' Air Operated Ladder Ramp.		1,236.00		$1,174
Optional non Contract Item	Dexter Slipper Spring Suspension - Air Brakes 4S/2M	11229	1,657.00		$1,574
					$0.00
	Total Florida Sheriff's Association Contract Price				**$18,848**

Note: Standard Trail King Warranty is a 12 month structural and workmanship.

Quote Prepared by : John Amador - Government Sales - March 13, 2017, Uptaded October 16, 2017, Revised January 2, 2018

CUSTOMER ACCEPTANCE:
"I accept the equipment and terms stated herewith"

By:_____ Date: _____

9601 Boggy Creek Road, Orlando, FL 33824 - Office: 407.850.9614 – Mobile: 561.718.5018

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

HYDRAULIC EXCAVATOR - 15,590 LB OPERATING WEIGHT
SPECIFICATION #39

2018 Volvo ECR88D

The Volvo ECR88D purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$81,037.00	$82,000.00	$82,000.00	$82,000.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	ECR88D			
DEALER:	Cowin Equipment Company Inc	Flagler Construction Equipment, LLC.	Flagler Construction Equipment, LLC.	Flagler Construction Equipment, LLC.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$81,037.00	$82,000.00	$82,000.00	$82,000.00

Order Code	Delete Options	Western	Northern & Central & Southern
EC60E [1] Volvo ECR40D [2]	Optional equipment - specify *Volvo EC60E Compact Excavator 12,830 lbs., 57 hp. Base unit price $47,239.00. Please contact John Edwards for more information:jedwards@cowin.com, 850-685-7055.* [1] *Volvo ECR40D Compact Excavator (Base Machine Only)-32% Discount Off Volvo CE Current Published List Prices For Volvo Compact Excavator Options and Attachments Not Listed* [2]	$33,798.00[1]	($41,500.00)[2]
Volvo ECR58D [2]	Optional equipment - specify *Volvo ECR58D Compact Excavator (Base Machine Only)-32% Discount Off Volvo CE Current Published List Prices For Volvo Compact Excavator Options and Attachments Not Listed* [2]	NA	($34,000.00)[2]
Volvo EC60E [2]	Optional equipment - specify *Volvo EC60E Compact Excavator (Base Machine Only)-32% Discount Off Volvo CE Current Published List Prices For Volvo Compact Excavator Options and Attachments Not Listed* [2]	NA	($34,500.00)[2]

Order Code	Add Options	Western	Northern & Central & Southern

Options are to be discounted below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options. Purchasers are encourage to negotiate pricing for options. Additional discounts for each add option shall be decided by the Vendor. Please refer to the Contract Terms and Conditions, Section 2.14 Option Pricing.

32% [1] CE45014 [2]	Optional equipment - specify *For factory models, options and attachments not listed, take 32% from MSRP.* [1] *Radio* [2]	Std[1]	$252.00[2]
CE50004 [2]	Optional equipment - specify *Rotating Beacon* [2]	NA	$200.00[2]
CE8289325 [2]	Optional equipment - specify *Mechanical Pin Grabber Coupler* [2]	NA	$800.00[2]
CE8292429/64002 [2]	Optional equipment - specify *Hydraulic Pin Grabber Coupler* [2]	NA	$1,650.00[2]
CE8293212 [2]	Optional equipment - specify *12" GP Bucket* [2]	NA	$555.00[2]
CE8293213 [2]	Optional equipment - specify *18" GP Bucket* [2]	NA	$915.00[2]
CE8293214 [2]	Optional equipment - specify *24" GP Bucket* [2]	NA	$1,065.00[2]
CE8293215 [2]	Optional equipment - specify *30" GP Bucket* [2]	NA	$1,120.00[2]

VEHICLE:	ECR88D			
DEALER:	Cowin Equipment Company Inc	Flagler Construction Equipment, LLC.	Flagler Construction Equipment, LLC.	Flagler Construction Equipment, LLC.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$81,037.00	$82,000.00	$82,000.00	$82,000.00

CE8293216 [2]	Optional equipment - specify *36" GP Bucket* [2]	NA	$1,160.00[2]
CE8293217 [2]	Optional equipment - specify *59" Ditching Bucket* [2]	NA	$1,290.00[2]
CE11839857 [2]	Optional equipment - specify *Pin Kit* [2]	NA	$100.00[2]
CE11871091 [2]	Optional equipment - specify *Hydraulic Thumb* [2]	NA	$2,875.00[2]
MSRP Discount [2]	Optional equipment - specify *32% Discount Off Volvo CE Current Published List Prices For Volvo Compact Excavator Options and Attachments Not Listed* [2]	NA	Std[2]
	Optional equipment - specify	NA	NA
	Temporary tag	NA	NA
	Transfer existing registration (must provide tag number)	NA	NA
	New state tag (specify state, county, city, sheriff, etc.)	NA	NA
	Maintenance Plan – specify	NA	NA
	Maintenance Plan – specify	NA	NA
Warranty [1] Standard [2]	Warranty - specify *Standard Manufacturer warranty of 12 months* [1] *1 Year/2500 Hour Full Warranty with Travel Time and Mileage* [2]	Std[1]	Std[2]
Extended Warranty [1]	Warranty - specify *Extended warranties are available upon request* [1]	Std[1]	NA

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

8'6 X 25' DECK OVER FLATBED TRAILER- 16,000 LB GVWR
SPECIFICATION #57

2018 Trail King TK20

The Trail King TK20 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$14,850.00	$14,850.00	$14,850.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	TK20			
DEALER:		Flagler Construction Equipment, LLC.	Flagler Construction Equipment, LLC.	Flagler Construction Equipment, LLC.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$14,850.00	$14,850.00	$14,850.00

Order Code	Delete Options	Western	Northern & Central & Southern
	Downgrade to 7' x 20' equipment, 2" dovetail tandem axle tag type trailer, 12,000 lb. GVWR		NA
	Downgrade to 7' x 22' equipment, 2' dovetail tandem axle tag type trailer, 14,000 lb. GVWR		NA
Trail King TK12U [2]	Downgrade model - specify *Trail King TK12U Utility Trailer (Base Trailer Only)-5% Discount off Trail King Current List Prices for Trailer Options and Optional Models Not Listed.* [2]		($6,350.00)[2]
Trail King TK14U [2]	Downgrade model - specify *Trail King TK14U Utility Trailer (Base Trailer Only)-5% Discount off Trail King Current List Prices for Trailer Options and Optional Models Not Listed.* [2]		($4,800.00)[2]
Trail King TKT12U [2]	Downgrade model - specify *Trail King TKT12U Tilt Utility Trailer (Base Trailer Only)5% Discount off Trail King Current List Prices for Trailer Options and Optional Models Not Listed.* [2]		($4,100.00)[2]
Trail King TKT14U [2]	Downgrade model - specify *Trail King TKT14U Tilt Utility Trailer (Base Trailer Only)5% Discount off Trail King Current List Prices for Trailer Options and Optional Models Not Listed.* [2]		($2,650.00)[2]
	Delete option - specify		NA
	Delete option - specify		NA
	Delete option - specify		NA
	Delete option - specify		NA
	Delete option - specify		NA
	Delete option - specify		NA
	Delete option - specify		NA
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	Delete option - specify		NA
	Delete option - specify		NA
	Delete option - specify		NA

Order Code	Add Options	Western	Northern & Central & Southern

Options are to be discounted below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options. Purchasers are encourage to negotiate pricing for options. Additional discounts for each add option shall be decided by the Vendor. Please refer to the Contract Terms and Conditions,

VEHICLE:	TK20			
DEALER:		Flagler Construction Equipment, LLC.	Flagler Construction Equipment, LLC.	Flagler Construction Equipment, LLC.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$14,850.00	$14,850.00	$14,850.00

Section 2.14 Option Pricing.

	8'6" x 25' deck over flatbed trailer tandem axle with 20,000 lb. GVWR		NA
	Gooseneck type hitch		NA
Trail King TK40LP [2]	Upgrade model - specify *Trail King TK40LP Tag Trailer (Base Trailer Only)-5% Discount off Trail King Current List Prices for Trailer Options and Optional Models Not Listed.* [2]		$1,250.00[2]
Trail King TK70HDG [2]	Upgrade model - specify *Trail King TK70HDG 70,000 Lb. Capacity Hydraulic Detachable Gooseneck Trailer (Base Trailer Only)-5% Discount off Trail King Current List Prices for Trailer Options and Optional Models Not Listed .* [2]		$44,650.00[2]
Trail King TK110HDG [2]	Upgrade model - specify *Trail King TK110HDG 110,000 Lb. Capacity Hydraulic Detachable Gooseneck Trailer (Base Trailer Only)-5% Discount off Trail King Current List Prices for TAG Trailer Options and Optional Models Not Listed .* [2]		$61,650.00[2]
Trail King TK80SA [2]	Upgrade model - specify *Trail King TK80SA 80,000 Lb. Capacity Hydraulic Sliding Axle Trailer (Base Trailer Only)-5% Discount off Trail King Current List Prices for Trailer Options and Optional Models Not Listed.* [2]		$69,525.00[2]
MSRP Discount [2]	Optional equipment - specify *5% Discount off Trail King Current List Prices for all Trailer Options and Optional Models Not Listed.* [2]		Std[2]
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Optional equipment - specify		NA
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	Optional equipment - specify		NA
	Optional equipment - specify		NA

VEHICLE:	TK20			
DEALER:		Flagler Construction Equipment, LLC.	Flagler Construction Equipment, LLC.	Flagler Construction Equipment, LLC.
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	$14,850.00	$14,850.00	$14,850.00

	Optional equipment - specify		NA
	Optional equipment - specify		NA
	Temporary tag		NA
	Transfer existing registration (must provide tag number)		NA
	New state tag (specify state, county, city, sheriff, etc.)		NA
	Maintenance Plan - specify		NA
	Maintenance Plan - specify		NA
Standard [2]	Warranty - specify *1 Year Limited Warranty- See Distributor for Details.* [2]		Std[2]
	Warranty - specify		NA

BID AWARD

FSA17-VEH15.0

Effective Dates:
October 13, 2017– September 30, 2018

Cab & Chassis Trucks and Other Fleet Equiqment

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Date: October 1, 2017

To: All Perspective Participants

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director
Annette Grissom, CPP Manager
Greg Tish, CPP Coordinator

Re: Contract Number FSA17-VEL15.0 Cabs & Chassis and Other Fleet Equipment

We are pleased to announce that the Florida Sheriffs Association Cooperative Purchasing Program has successfully completed its 25th nationwide cooperative bid for heavy duty trucks and equipment. This contract is in effect beginning October 13, 2017 through September 30, 2018.

This year's bid includes 78 specifications and 318 makes and models. It offers police rated, special service, administrative, hybrid vehicles, pick-up trucks, vans, mobility transport and police motorcycles.

The competitive process for this award began in January 2017, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of commodities.

On April 10, 2017, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process. An advertisement of the Invitation to Bid was placed within the Florida Administrative Weekly on June 1, 2017 and again on June 20, 2017. From this Invitation to Bid, 103 bidders responded. Of these respondents, 72 bidders submitted bids and 70 bidders were awarded after a review by the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract, and requires that all users, both purchasers and awarded vendors comply as well.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awards for FSA17-VEL15.0 Cabs & Chassis and Other Fleet Equipment:

ACF Standby Systems
AG Pro Companies LLC
Alamo Industrial
Alan Jay Chevrolet Buick GMC Cadillac
Alan Jay Chrysler Dodge Jeep of Wauchula
Ameri-Recreational Sports,LLC
AutoNation CDJR Pembroke Pines
Bandit Industries
Big Bend Chevrolet Buick LLC
Bobcat Company
Clark Equipment
Coggin Ford
Container Systems & Equipment Co., Inc.
Cowin Equipment
Creel Tractor Company
DeLand Truck Center Inc
Doosan Portable Power
Duval Ford LLC
Environmental Products of Florida
Everglades Farm Equipment
Federal Contracts Corp
Flagler Construction Equipment, LLC.
Florida Utility Trailers Inc.
Four Star Freightliner
Futch's Tractor Depot
General GMC Trucks Sales and Service
General Truck Equipment & Trailer Sales, Inc.
GHC Motorsports
Glade & Grove Supply Co LLC
Godwin Pumps of America
GS Equipment, Inc.
Isuzu Truck of Ocala
It-s
Kelley Buick GMC, Inc
Kelly Tractor Co
Kenworth of Central Florida
Kenworth of Jacksonville
Kenworth of South Florida
Lou Bachrodt Freightliner
Maudlin International Trucks
Menzi USA Sales, Inc.
Mid Florida Diesel, Inc.
Morbark, LLC

Nextran Truck Centers
Nortrax, Inc.
Orlando Freightliner
Palm Peterbilt Truck Centers Inc.
Palmetto Ford Truck Sales, Inc.
Pantropic Power
Pat's Pump & Blower
Pro Maintenance/Messina Truck Center
Rechtien International Trucks Inc.
Ridge Equipment Co. Inc.
Ring Power Corporation
Rush Truck Center - Tampa
Southern Sewer Equipment Sales
Southern States ToyotaLift
Stingray Chevrolet
Sun State International Trucks
Suzuki of Sarasota
Tampa Truck Center
Terrain King
Texas Trailers Sales and Service
Thompson Pump & Mfg. Co. Inc.
Tradewinds Power Corp
Trekker Tractor LLC
Truckmax, Inc.
Trucks & Parts of Tampa
Venture Products, Inc.
Vermeer Southeast Sales & Service, Inc.
Weedoo Greenboat, Inc.
Zabatt Power Systems

RESOLUTION NO. 2018-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 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, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 02/14/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 113,758)	421-4025-536.46-00		Repairs and Maintenance	$ 3,564,306	$ 4,564,172	$ 4,450,414	$ 1,712,380
$ 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
($ 113,758)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 113,758	421-4025-536.64-00		Machinery and Equipment	$ 332,548	$ 534,038	$ 647,796	$ 133,554
$ 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
$ 113,758	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

On March 1, 2017, while responding to a well field break, WFO experienced a total loss of an excavator and trailer due to a fire. Due to operational need this fiscal year, WFO is requesting approval to transfer available unencumbered funds in order to purchase a replacement excavator, trailer, and associated equipment. Funding is available this fiscal year due to a lower than expected bid recently received for the FY15 valve replacement project which is budgeted in the Repairs and Maintenance Account No. 421-4025-536.46-00. Agenda #18-68.

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 03/13/18 RESOLUTION #: 2018-013

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.

2/20/18 Melinda Keesee Digitally signed by Melinda Keesee Date: 2018.02.20 09:50:31 -05'00'	2/22/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.02.22 10:42:25 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
2/20/18 John "Jack" Walsh Digitally signed by John "Jack" Walsh	2/24/18 Lora Howell Digitally signed by Lora Howell Date: 2018.02.24 11:27:05 -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 9/20/17 - IT

Legislation Details (With Text)

File #:	18-74	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	2/22/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Approve the Second and Final Amendment to Purchase Agreement with Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc. and Maxwell Contracting, Inc. under RFQ-13-01 -COC, Utilities General Construction Contractors effective February 12, 2018 through February 11, 2020. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Atlantic Development of Cocoa GUNNstruction, Inc. JoBear Contracting, Inc. Maxwell Contracting, Inc.				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 22, 2018
Agenda Date: March 13, 2018
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Second and Final Amendment to Purchase Agreement with Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc. and Maxwell Contracting, Inc. under RFQ-13-01-COC, Utilities General Construction Contractors effective February 12, 2018 through February 11, 2020

BACKGROUND:

On February 12, 2013, City Council approved the award of RFQ-13-01-COC, Utilities General Construction Contractors to Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc. and Maxwell Contracting, Inc. for various work categories, and authorized the City Manager to execute the Continuing Services Agreements effective February 12, 2013 through February 11, 2016, with the option to renew for two two-year periods by mutual agreement of both parties.

On February 23, 2016, City Council approved the First Amendment to Purchase agreement under RFQ-13-01-COC with the four contractors listed above effective February 12, 2016 through February 11, 2018.

The pre-qualification of contractors has been a very effective way to efficiently move work quickly into construction while still maintaining a competitive bidding environment. Staff is requesting approval of the second and final amendment to purchase agreement effective February 12, 2018 through February 11, 2020.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On February 12, 2013, City Council approved award of RFQ-13-01-COC, Utilities General Construction Contractors to Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc. and Maxwell Contracting, Inc. effective February 12, 2013 through February 11, 2016, with the option to renew for two two-year periods by mutual agreement of both parties.

On February 23, 2016, City Council approved the First Amendment to Purchase Agreement with Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc., and Maxwell Contracting, Inc. effective February 12, 2016 through February 11, 2018.

RECOMMENDED MOTION:

To Approve the Second and Final Amendment to Purchase Agreement with Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc. and Maxwell Contracting, Inc. under RFQ-13-01-COC, Utilities General Construction Contractors effective February 12, 2018 through February 11, 2020.

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City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

BID RFQ-13-01-COC
UTILITIES GENERAL CONSTRUCTION CONTACTORS
AMENDMENT #2

This amendment to the purchase agreement for Utilities General Construction Contractors is made and entered into as of February 22,, 2018 by and between the **City of Cocoa** and **Atlantic Development of Cocoa, Inc., 2185 West King Street, Cocoa, Florida 32926.**

The agreement, entered into on February 12, 2013 is hereby amended to renew for twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Original Contract Documents commencing on February 12, 2018 and terminating on February 11, 2020.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

ATLANTIC DEVELOPMENT OF COCOA, INC.	**CITY OF COCOA**
By: GLENN GRIGNON	By: **John A. Titkanich**
(Name) Printed	(Name) Printed
GENERAL MANAGER	**City Manager**
(Title)	(Title)
Glen S. Grignon	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

BID RFQ-13-01-COC

UTILITIES GENERAL CONSTRUCTION CONTACTORS

AMENDMENT #2

This amendment to the purchase agreement for Utilities General Construction Contractors is made and entered into as of February 22, 2018 by and between the **City of Cocoa** and **GUNNstruction, Inc., 300 Magnolia Avenue, Suite-D, Maitland, Florida 32751.**

The agreement, entered into on February 12, 2013 is hereby amended to renew for twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Original Contract Documents commencing on February 12, 2018 and terminating on February 11, 2020.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

GUNNSTRUCTION, INC.	**CITY OF COCOA**
By: DANA McMULLAN	**By:** **John A. Titkanich**
(Name) Printed	(Name) Printed
VICE PRESIDENT	**City Manager**
(Title)	(Title)
Dana McMullan 2/28/17	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

BID RFQ-13-01-COC
UTILITIES GENERAL CONSTRUCTION CONTACTORS
AMENDMENT #2

This amendment to the purchase agreement for Utilities General Construction Contractors is made and entered into as of February 22, 2018 by and between the **City of Cocoa** and **Joebear/Warden Construction, 1950 Danr Drive N.E., Palm Bay, Florida 32905.**

The agreement, entered into on February 12, 2013 is hereby amended to renew for twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Original Contract Documents commencing on February 12, 2018 and terminating on February 11, 2020.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

JOEBEAR/WARDEN CONSTRUCTION	**CITY OF COCOA**
By: ROBERT BEATTY	**By:** **John A. Titkanich**
(Name) Printed	(Name) Printed
VICE PRESIDENT	**City Manager**
(Title)	(Title)
ROBERT BEATTY 2-23-18	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

BID RFQ-13-01-COC
UTILITIES GENERAL CONSTRUCTION CONTACTORS
AMENDMENT #2

This amendment to the purchase agreement for Utilities General Construction Contractors is made and entered into as of February 22, 2018 by and between the **City of Cocoa** and **Maxwell Contracting, Inc., PO BOX 820, Cocoa, Florida 32923-0820.**

The agreement, entered into on February 12, 2013 is hereby amended to renew for twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Original Contract Documents commencing on February 12, 2018 and terminating on February 11, 2020.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

MAXWELL CONTRACTING, INC.	**CITY OF COCOA**
By: Bryan L. Maxwell	**By: John A. Titkanich**
(Name) Printed	(Name) Printed
President	**City Manager**
(Title)	(Title)
02/26/2018	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

Legislation Details (With Text)

File #:	18-87	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	3/1/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Authorize change orders to Ricoh USA (PO 71929) and Wells Fargo (PO 72057) for FY2018 on the multi-year lease agreements with Ricoh USA, Inc., and Wells Fargo for copiers and consumption expenses, and changes made to the lease holder. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CITY OF COCOA - COPIER LEASE COSTS - revised 3-1-2018 Copier Leases Charges FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 1, 2018
Agenda Date: March 13, 2018
Prepared By: Robert Beach, Chief Technology Officer
Through: Matt Fuhrer, Assistant City Manager
Requested Action:
Authorize change orders to Ricoh USA (PO 71929) and Wells Fargo (PO 72057) for FY2018 on the multi-year lease agreements with Ricoh USA, Inc., and Wells Fargo for copiers and consumption expenses, and changes made to the lease holder.

BACKGROUND:

Since 2014, the City of Cocoa has been replacing aging city owned and maintained copiers with leased copiers that include support and maintenance. Currently all general use copiers have been transitioned to leased copiers through the USF Master Resale Agreement #USF-1972-40 and subsequent renewal with Ricoh, USA Inc. and Wells Fargo Financial co-terminating all device leases in November 2020. The city has been able to realize savings and maximize uptime through these lease agreements.

Although the total of lease payments approved by the City Council was under the City Manager's purchasing limit of $50,000, the addition of the anticipated citywide usage costs will push the total amount paid to Ricoh over the Manager's purchasing authority. The projected annual consumption is $30,000 and the total of lease payments previously approved by Council is $43,554.24.

The total funds necessary to cover copier lease payments and consumption is:

Leases	Monthly	Annual
Ricoh USA, Inc.	$887.03	$10,644.36
Wells Fargo Vendor Financial Services	$2,742.49	$32,909.88
Consumption (Estimated)		
Ricoh USA, Inc.	$2,500.00	$30,000.00

The total estimated annual cost is $73,554.24

Fiscal year-to-date, the City has made payments to both Ricoh USA, Inc. and Wells Fargo Vendor Financial Services the following amounts:

Leases	
Ricoh USA, Inc.	$5,366.53
Wells Fargo Vendor Financial Services	$10,969.96
Consumption	
Ricoh USA, Inc.	$4,931.66

Leaving an estimated balance for FY2018 of $52,286.09

The amount paid to Ricoh USA, Inc. for leases also includes a late fee in the amount of $44.35.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability Goal 3, Objective 3.1- Through the evaluation of internal processes it was determined leased copiers allow for increased uptime as well as reduced costs. This agreement ensures the City is flexible to change and controlling long term costs associated with copier/scanner/fax machines.

BUDGETARY IMPACT:

Budgeted Yes

FY18

Copies			
Ricoh USA, Inc.			
Operating Supplies	001-1103-516.52-00	$25,068.34	(Balance)
Leases			
Wells Fargo Vendor Financial Services			
Rental & Leases	001-1103-516.44-00	$21,939.92	(Balance)
Ricoh USA, Inc.			
Rental & Leases	001-1103-516.44-00	$5,322.18	(Balance)

FY19

Copies

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Ricoh USA, Inc.				
Operating Supplies	001-1103-516.52-00	$30,000.00		
Leases				
Wells Fargo Vendor Financial Services				
Rental & Leases	001-1103-516.44-00	$32,909.88		
Ricoh USA, Inc.				
Rental & Leases	001-1103-516.44-00	$10,644.36		
FY20				
Copies				
Ricoh USA, Inc.				
Operating Supplies	001-1103-516.52-00	$30,000.00		
Leases				
Wells Fargo Vendor Financial Services				
Rental & Leases	001-1103-516.44-00	$32,909.88		
Ricoh USA, Inc.				
Rental & Leases	001-1103-516.44-00	$10,644.36		
FY21				
Copies				
Ricoh USA, Inc.				
Operating Supplies	001-1103-516.52-00		$5,000.00	(Two Months)
Leases				
Wells Fargo Vendor Financial Services				
Rental & Leases	001-1103-516.44-00		$5484.98	(Two Months)
Ricoh USA, Inc.				
Rental & Leases	001-1103-516.44-00		$1,774.06	(Two Months)

PREVIOUS ACTION:

March 28, 2017 City Council approved a multi-year agreement with Ricoh for copiers, support and maintenance with all devices co-terminating in November 2020 under the terms and conditions of the government cooperative agreement #: NSC00003369-MA-USF.

RECOMMENDED MOTION:

Authorize change orders to Ricoh USA (PO 71929) and Wells Fargo (PO 72057) for FY2018 on the multi-year lease agreements with Ricoh USA, Inc., and Wells Fargo for copiers and consumption expenses, and changes made to the lease holder.

LOCATION	CONTRACT NBR	SERIAL #	EQUIPMENT	ORIGINAL INSTALL DATE
Community Services	1460801-1033328ML	C83169887	WIDE FRMT	10/1/2017
Dyal Water Plant	1460801-1033328ML	C83166567	MPC4504	10/1/2017
Leisure Services	1460801-1033328ML	C83169469	MPC4504	10/1/2017
Customer Service - Cashier	1460801-1033328ML	C83169836	MP401SPF	10/1/2017
Police Department - CID	1460801-1033328ML	C83169470	MPC4504	10/1/2017
Code Enforcement	1460801-1033328ML	C83169847	MPC306	10/1/2017
Finance	1460801-1033328A2	W533L701070	AFMP5002SP	8/1/2013
Customer Service	1460801-1033328A2	W533L701054	AFMP5002SP	8/13/2013
City Clerk	1460801-1033328A2	V5020900056	RICOH PRO 907EX	8/29/2013
Community Services	1460801-1033328A2	E233C500072	MP C6502SP	8/22/2013
Human Resources	1460801-1033328A2	E183M710309	MP C5503 220V	9/5/2013
Information Technology	1460801-1033328A2	E173M610178	MP C4503 220V	8/27/2013
Public Works - Admin	1460801-1033328A2	E173M860420	MP C4503 220V	9/25/2013
Police Department - Squad	1460801-1033328A2	E173M911091	MP C4503 220V	11/14/2013
Sellers - Administration	1460801-1033328A2	E173M910577	MP C4503 220V	11/14/2013
WFO - First Floor	1460801-1033328A2	E173M911118	MP C4503 220V	11/14/2013
WFO - Maintenance	1460801-1033328A2	W913P900899	MP301SPF	11/19/2013
WFO - Warehouse	1460801-1033328A2	W913P902288	MP301SPF	11/19/2013
Police Department - Records	1460801-1033328A2	E173M911358	MP C4503 220V	11/14/2013
Police Department - CRU	1460801-1033328A2	W794P506714	MPC305SPF	6/30/2014
Sellers	1460801-1033328A2	W794P506528	MPC305SPF	6/30/2014
Sellers - Electricians	1460801-1033328A2	W914P403000	MP301SPF	6/19/2014
Police Department - Dispatch	1460801-1033328A2	W914P403007	MP301SPF	6/19/2014
WFO - Administration	1460801-1033328A2	E175M161578	MP C4503 220V	3/24/2015
Customer Service - Billing	1460801-1033328A2	E175M161596	MP C4503 220V	3/24/2015
Police Department - Chief	1460801-1033328A2	W795P100102	MPC305SPF	3/17/2015
Public Works - Fleet	1460801-1033328A2	W795P100056	MPC305SPF	3/17/2015
City Manager	1460801-1033328A2	E174MA11667	MP C4503 220V	3/24/2015
Fire Station 1 - Fire Admin	1460801-1033328A2	W795P401559	MPC305SPF	7/9/2015
Fire Station 1 - Admin	1460801-1033328A2	G175R331029	MP 4054SP WITH SPDF T	7/9/2015
Purchasing	1460801-1033328A2	T605H600588	RICOH MP401SPF	11/24/2015

ORGINAL TERM	REFINANCED	CURRENT LEASE START DT	TERM DT	LEASE TERM	MONTHS DEPLOYED AT END OF LEASE	TOTAL MONTHLY PAYMENT	COST PER COPY B&W	COST PER COPY COLOR
37	N	10/1/2017	10/31/2020	37	37	$248.28	0.033	0.045
37	N	10/1/2017	10/31/2020	37	37	$170.79	0.0059	0.045
37	N	10/1/2017	10/31/2020	37	37	$170.79	0.0059	0.045
37	N	10/1/2017	10/31/2020	37	37	$62.77	0.0099	n/a
37	N	10/1/2017	10/31/2020	37	37	$170.79	0.0059	0.045
37	N	10/1/2017	10/31/2020	37	37	$63.61	0.0125	0.065
60	Y	10/1/2017	10/31/2020	37	87	$95.55	0.0045	n/a
60	Y	10/1/2017	10/31/2020	37	87	$95.55	0.0045	n/a
60	Y	10/1/2017	10/31/2020	37	87	$227.42	0.039	n/a
60	Y	10/1/2017	10/31/2020	37	87	$317.38	0.0049	0.045
60	Y	10/1/2017	10/31/2020	37	86	$184.96	0.0059	0.045
60	Y	10/1/2017	10/31/2020	37	87	$156.19	0.0059	0.045
60	Y	10/1/2017	10/31/2020	37	86	$156.19	0.0059	0.045
60	Y	10/1/2017	10/31/2020	37	84	$156.19	0.0059	0.045
60	Y	10/1/2017	10/31/2020	37	84	$156.19	0.0059	0.045
60	Y	10/1/2017	10/31/2020	37	84	$156.19	0.0059	0.045
60	Y	10/1/2017	10/31/2020	37	84	$24.87	0.0099	n/a
60	Y	10/1/2017	10/31/2020	37	84	$24.87	0.0099	n/a
60	Y	10/1/2017	10/31/2020	37	84	$156.19	0.0059	0.045
60	Y	10/1/2017	10/31/2020	37	77	$37.14	0.0125	0.065
60	Y	10/1/2017	10/31/2020	37	77	$37.14	0.0125	0.065
60	Y	10/1/2017	10/31/2020	37	77	$24.87	0.0099	n/a
60	Y	10/1/2017	10/31/2020	37	77	$24.87	0.0099	n/a
60	Y	10/1/2017	10/31/2020	37	68	$156.19	0.0059	0.045
60	Y	10/1/2017	10/31/2020	37	68	$156.19	0.0059	0.045
60	Y	10/1/2017	10/31/2020	37	68	$37.14	0.0125	0.065
60	Y	10/1/2017	10/31/2020	37	68	$37.14	0.0125	0.065
60	Y	10/1/2017	10/31/2020	37	68	$156.19	0.0059	0.045
60	Y	10/1/2017	10/31/2020	37	64	$37.14	0.0125	0.065
60	Y	10/1/2017	10/31/2020	37	64	$102.93	0.0059	n/a
60	Y	10/1/2017	10/31/2020	37	60	$27.81	0.0099	n/a

TOTAL MONTHLY LEASE PAYMENTS $3,629.52

SERVICE LEVEL	COVERAGE INCLUDES
Bronze	Labor, Parts.
Gold	Labor, Parts, Toner, Staples
Gold	Labor, Parts, Toner, Staples
Gold	Labor, Parts, Toner, Staples
Gold	Labor, Parts, Toner, Staples
Silver	Labor, Parts, Toner.
Gold	Labor, Parts, Toner, Staples
Gold	Labor, Parts, Toner, Staples
Gold	Labor, Parts, Toner, Staples
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Gold	Labor, Parts, Toner, Staples
Gold	Labor, Parts, Toner, Staples

As Of Monday, January 29, 2018

Wells Fargo		
Paid Invoices		
Lease	$	2,742.49
Lease	$	2,742.49
Lease	$	2,742.49
Lease	$	2,742.49
	$	**10,969.96**
Unpaid Invoices		
Lease	$	2,742.49
Lease	$	2,742.49
Lease	$	2,742.49
Lease	$	2,742.49
Lease	$	2,742.49
Lease	$	2,742.49
Lease	$	2,742.49
	$	**21,939.92**
Total Wells Fargo	**$**	**32,909.88**

Ricoh		
Paid Invoices		
Lease	$	887.03
Lease	$	887.03
Lease	$	887.03
Lease	$	887.03
Lease	$	887.03
	$	**4,435.15**
Copies	$	335.77
Copies	$	696.53
Copies	$	440.89
Copies	$	185.36
Copies	$	104.16
Copies	$	72.30
Copies	$	115.08
Copies	$	22.70
Copies	$	70.80
Copies	$	268.38
Copies	$	804.12
Copies	$	45.93
Copies	$	103.48
Copies	$	448.48
Copies	$	203.54
Copies	$	45.45
Copies	$	88.87
Copies	$	70.53
Copies	$	597.23
Copies	$	184.02
Copies	$	28.04
	$	**4,931.66**
Total Paid	**$**	**9,366.81**
Unpaid Invoices		
Lease	$	887.03
Lease	$	887.03
Lease	$	887.03
Lease	$	887.03
Lease	$	887.03
Lease	$	887.03
Lease	$	887.03
	$	**6,209.21**
Copies	$	42.99

Copies	$	122.42
Copies	$	346.90
Copies	$	212.16
Copies	$	65.14
Copies	$	158.57
Copies	$	626.82
Copies	$	36.93
Copies	$	27.84
Est. Copies through 09/30/2018	$	19,714.29
	$	**21,354.06**
Total Unpaid	**$**	**27,563.27**
Total Ricoh	**$**	**36,930.08**

$ 69,839.96

Legislation Details (With Text)

File #:	18-69	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/20/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for Council Information				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	November 2017 Council Report by District December 2017 Council Report by District				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 20, 2018
Agenda Date: March 13, 2018
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crime that are Uniform Crime reportable. Attached is the November and December 2017 reports.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

Cocoa Police Department
Council Report

November 2017

Prepared by Dailaity Henson

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Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

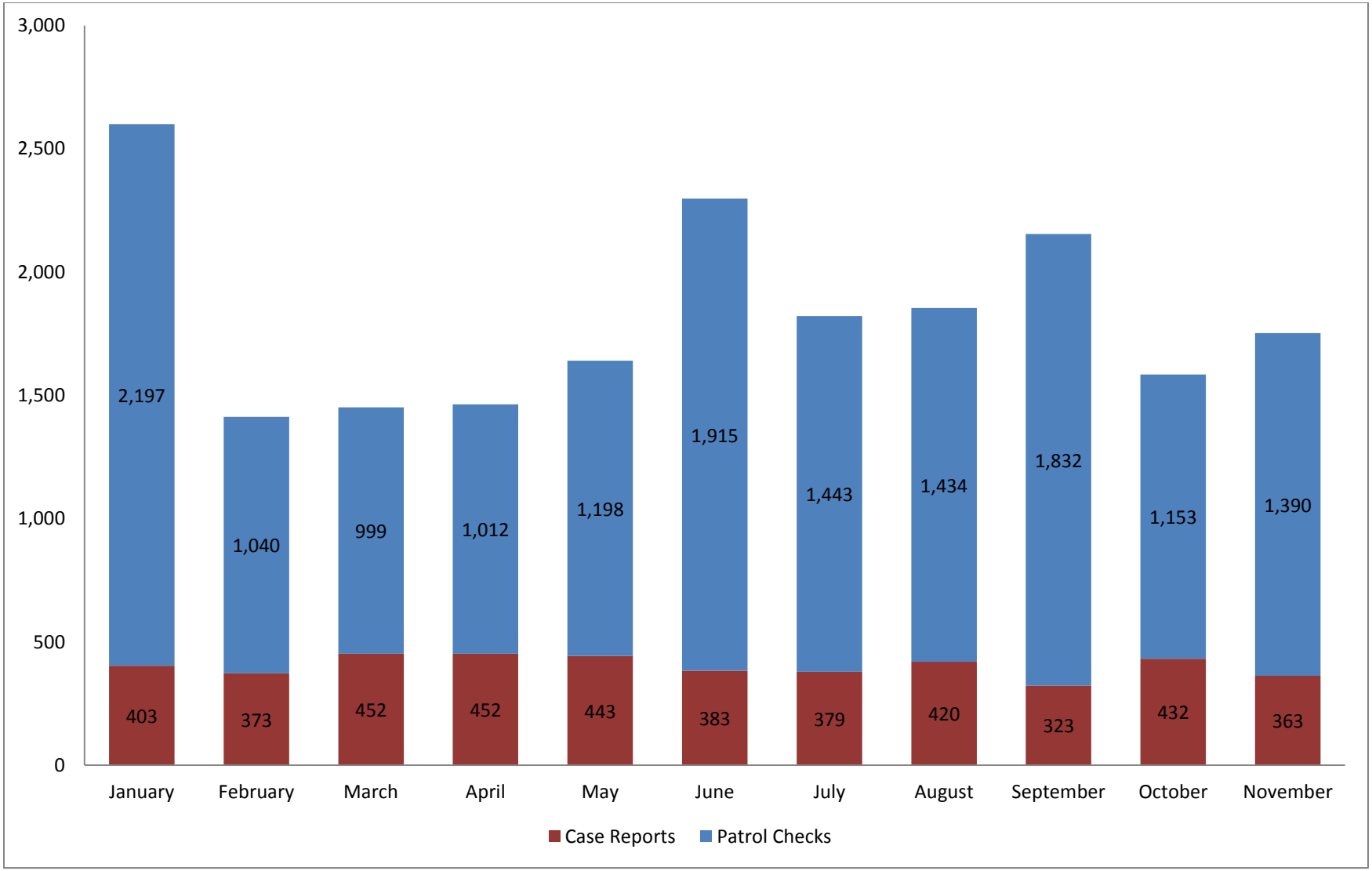
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for November 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 4,148 incidents
- 363 Case Reports (9% of incidents)
  - 243 Criminal Case Reports (67% of all case reports)
  - 120 Non-Criminal Case Reports (33% of case reports)
  - 75 Criminal Case Reports were closed by Arrests/Capias Requests (31% of criminal case reports)
  - 14 Non-Criminal Case Reports were closed by Arrests/Capias Request (12% of non-criminal cases reports)
- 2,147 incidents were initiated by police officers (52%)
- District 1 experienced the most cases with a total of 135
- District 3 experienced the fewest cases with a total of 53
- Motor Vehicle Thefts Offenses have ***increased*** by a 13% from the previous month
- Robbery Offenses have ***decreased*** by a 50% from the previous month
- Aggravated Assaults have ***increased*** by a 125% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by a 5%

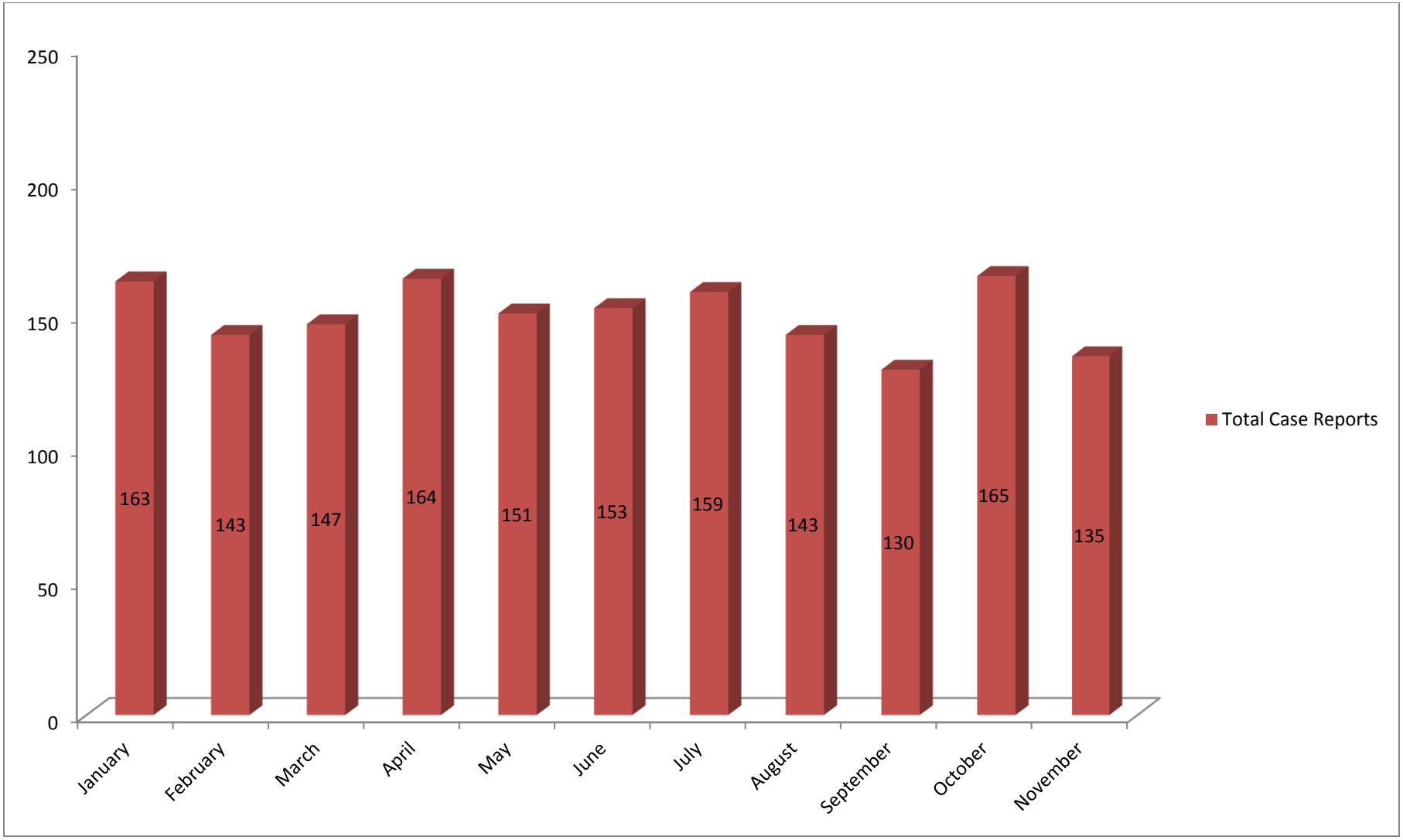
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



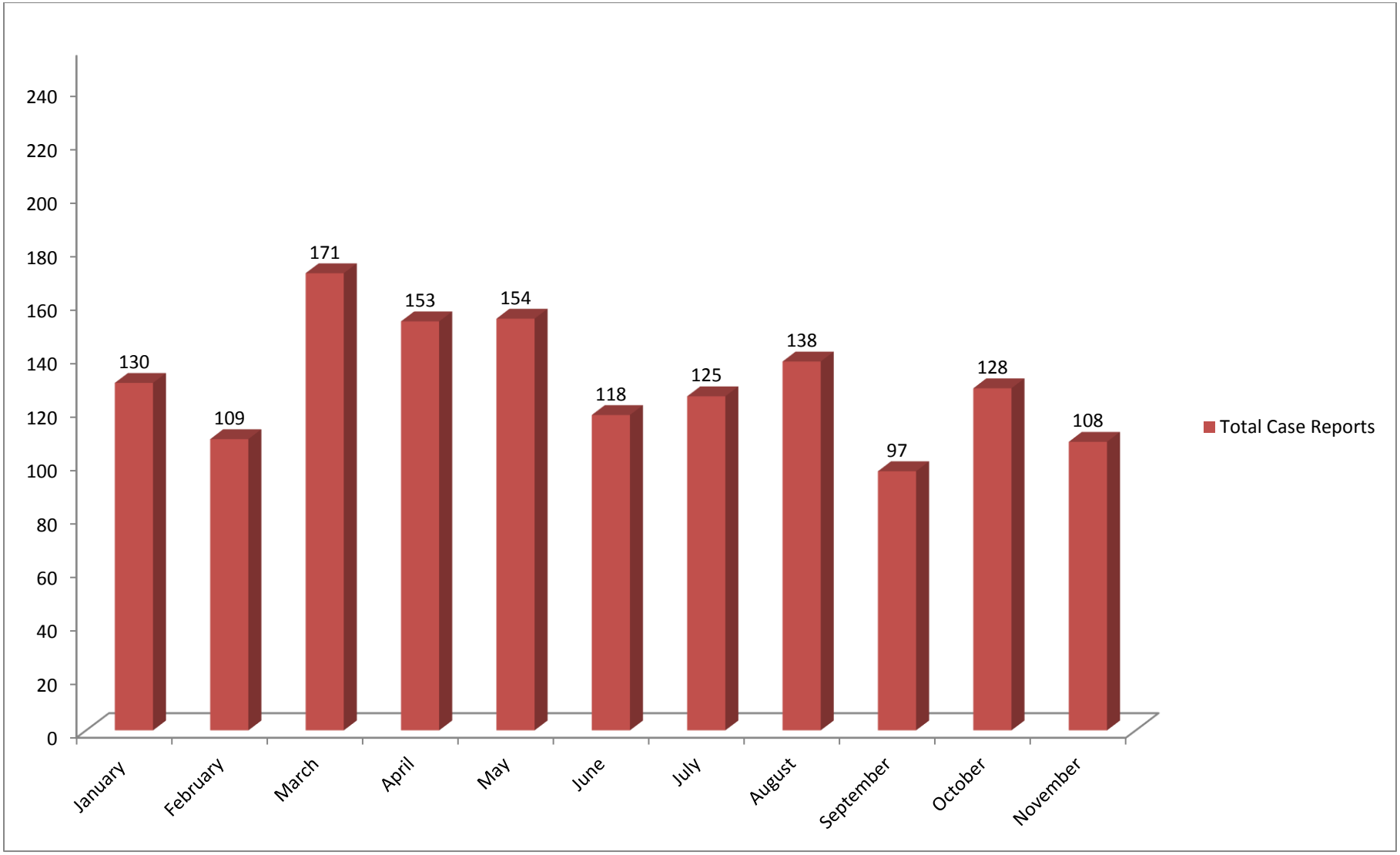
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



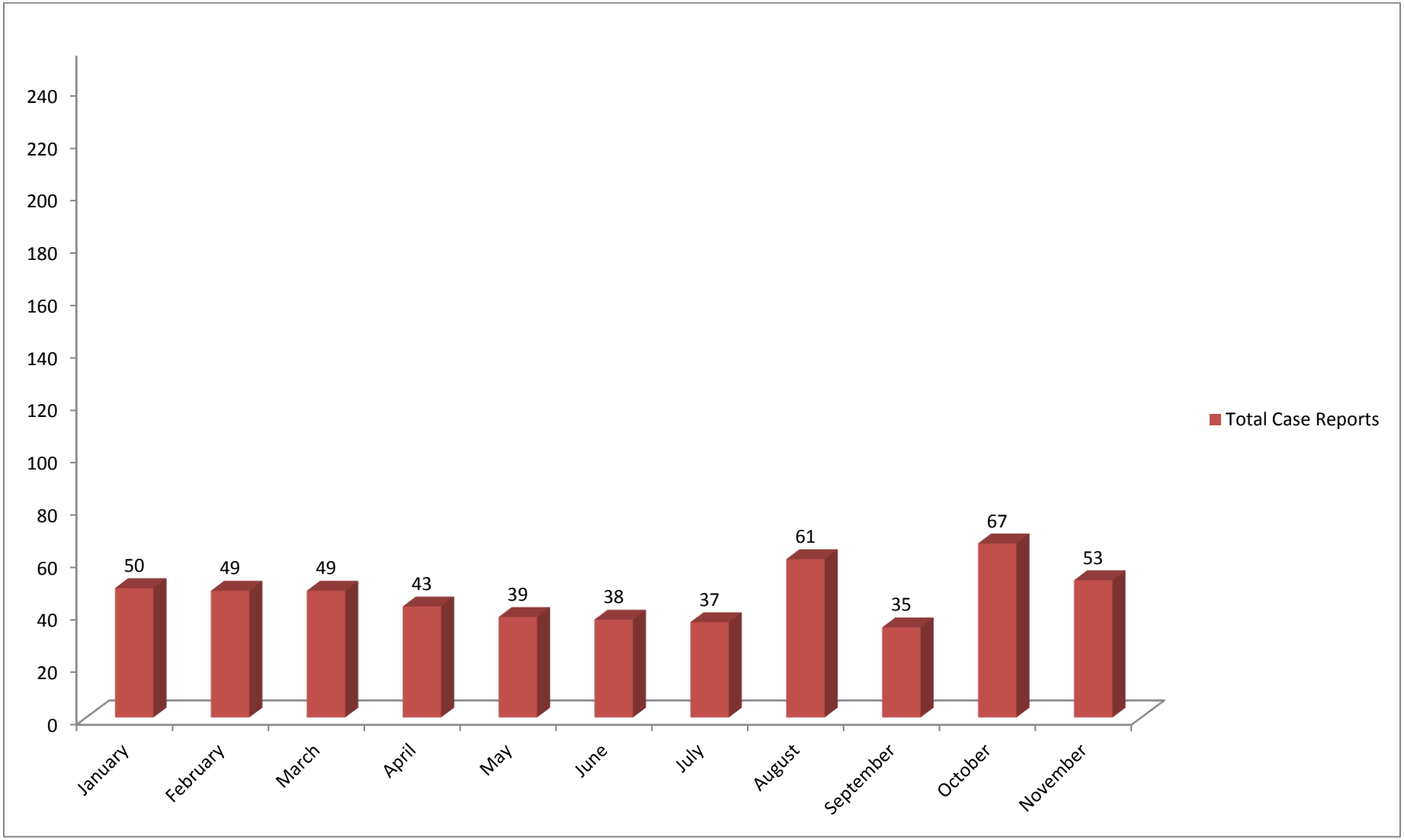
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



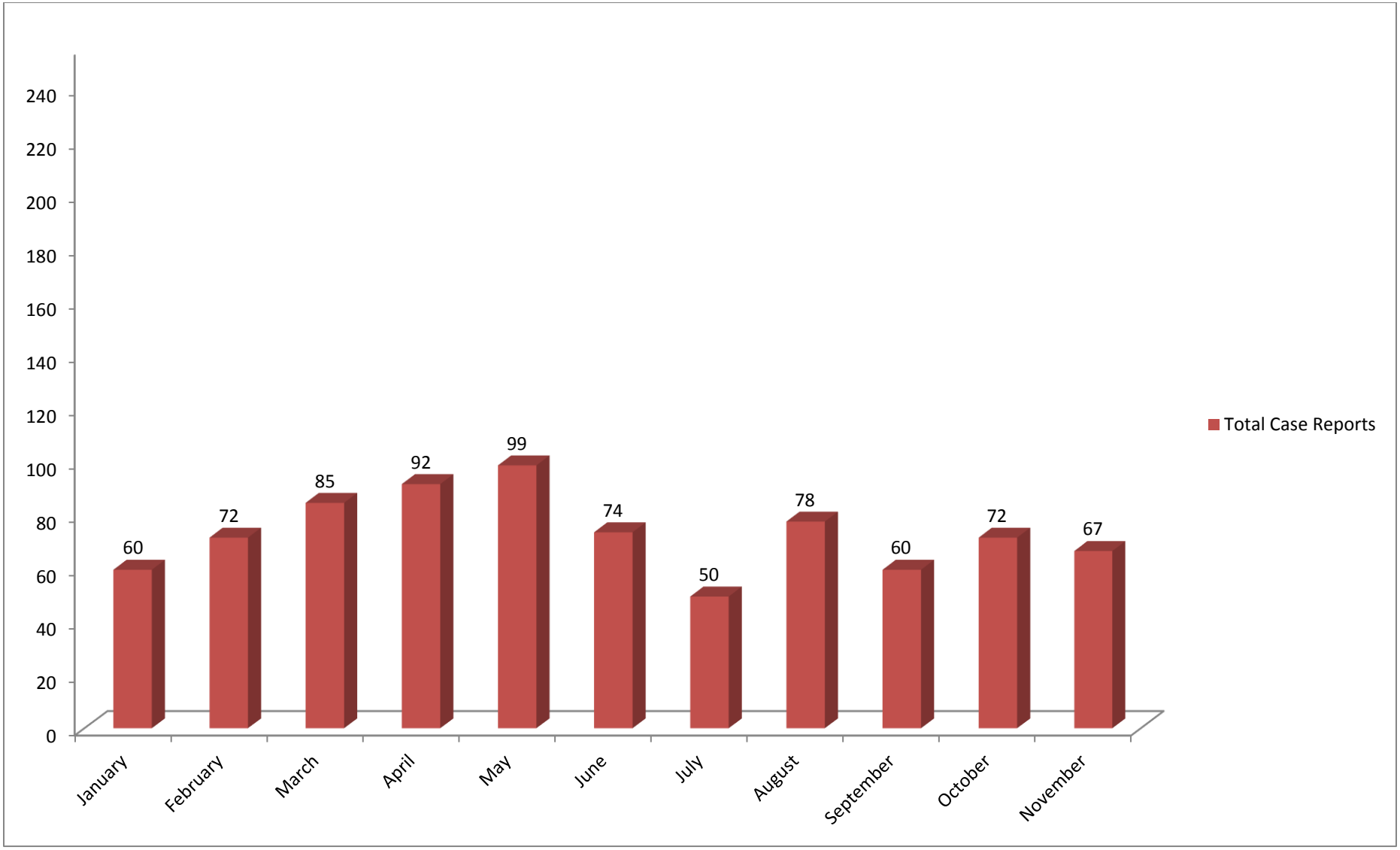
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

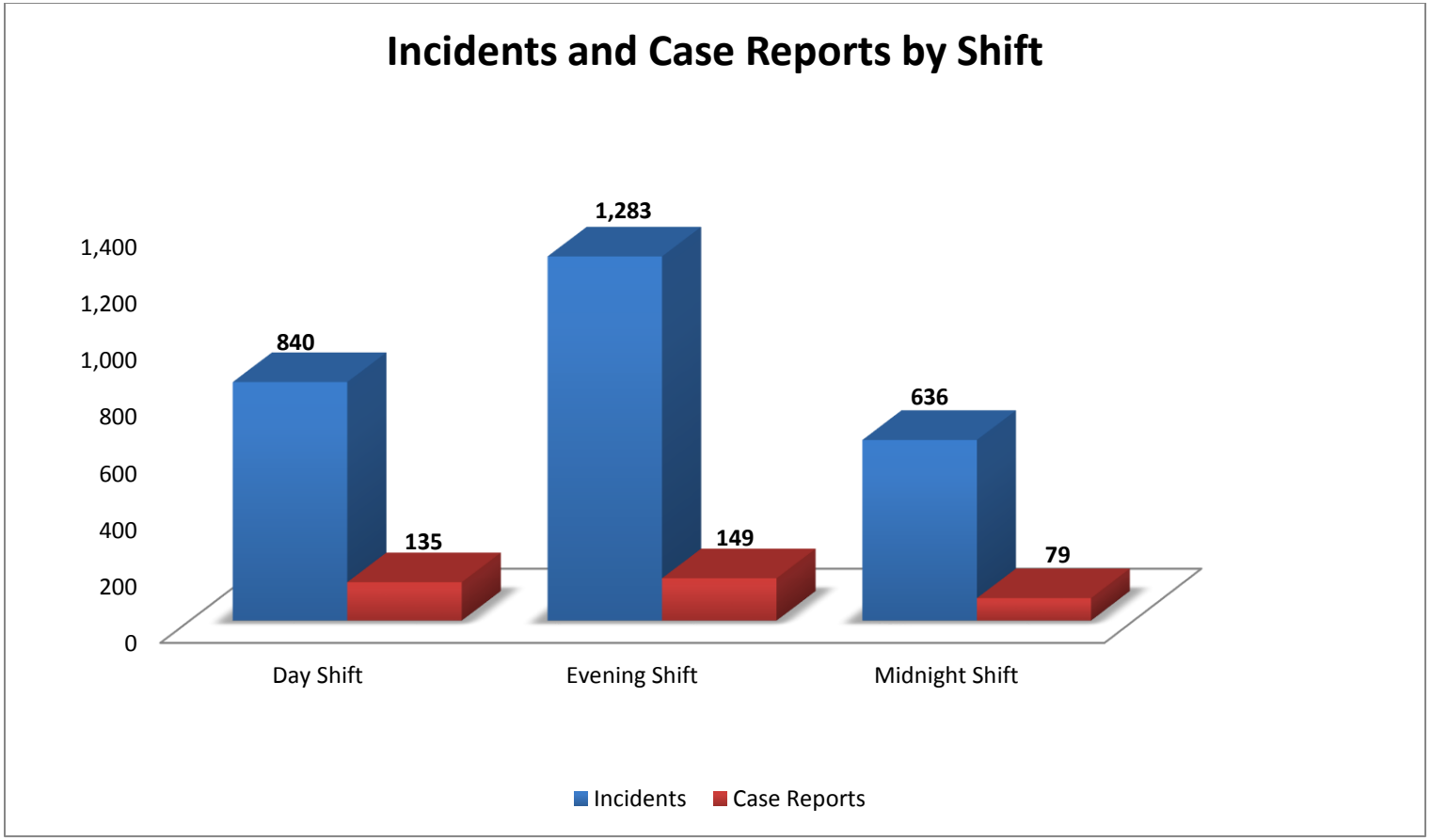
The table below illustrates the total of Incidents and Cases from November 1, 2017 thought November 30, 2017 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	68	51
1514 Clearlake Rd	38	11
1407 Dixon Blvd	31	12
1080 N. Fiske	26	2
800 N. Fiske	18	5
900 Friday Rd	17	2
1524 Clearlake Rd	11	2
1010 N. Fiske Blvd	8	2
TOTAL	**217**	**51**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



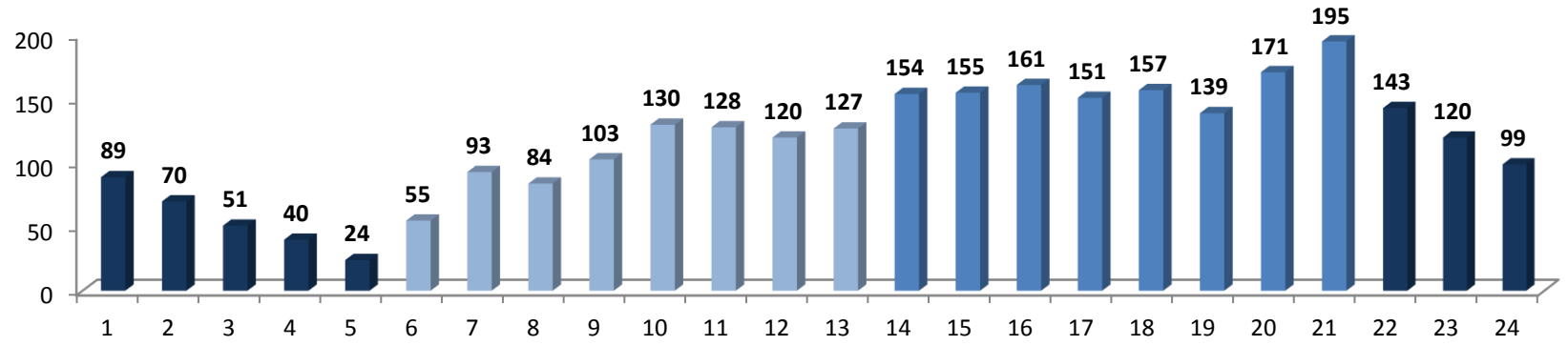
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

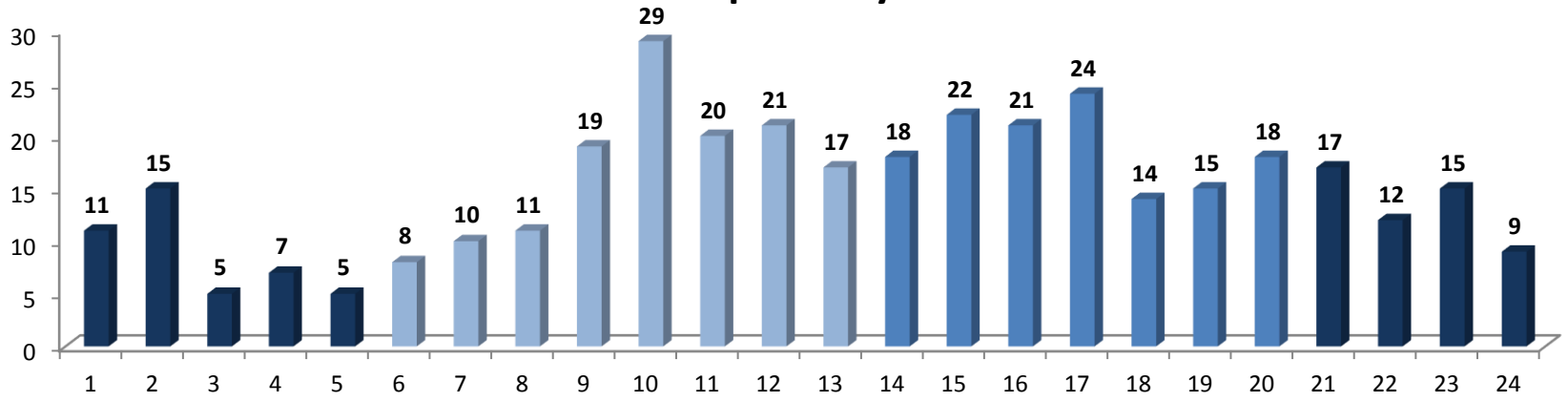
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day including Patrol Checks.

Incidents by Hour

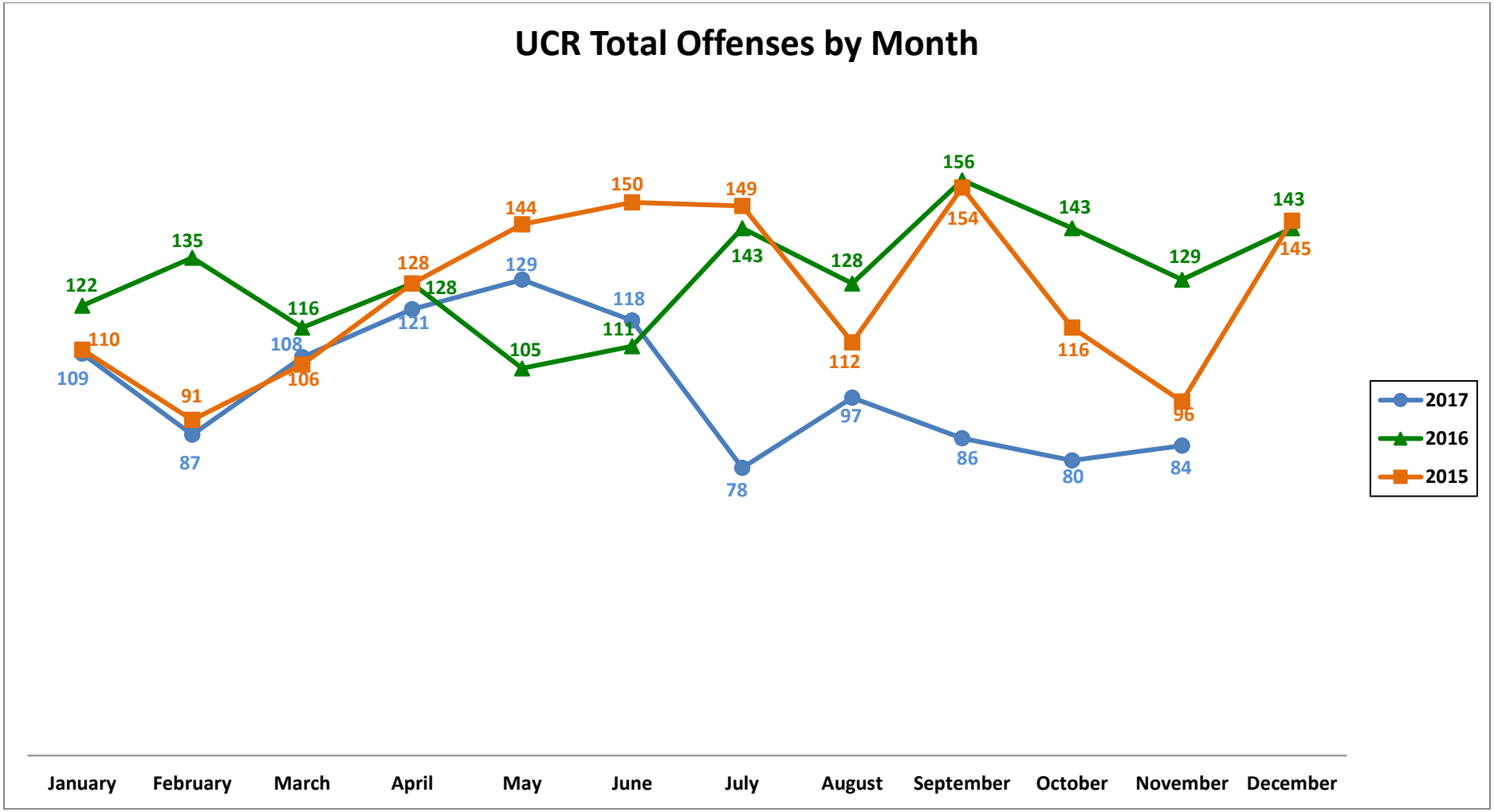


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2017, 2016 & 2015



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2017 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department

Council Report

December 2017

Prepared by Dailaity Henson

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Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

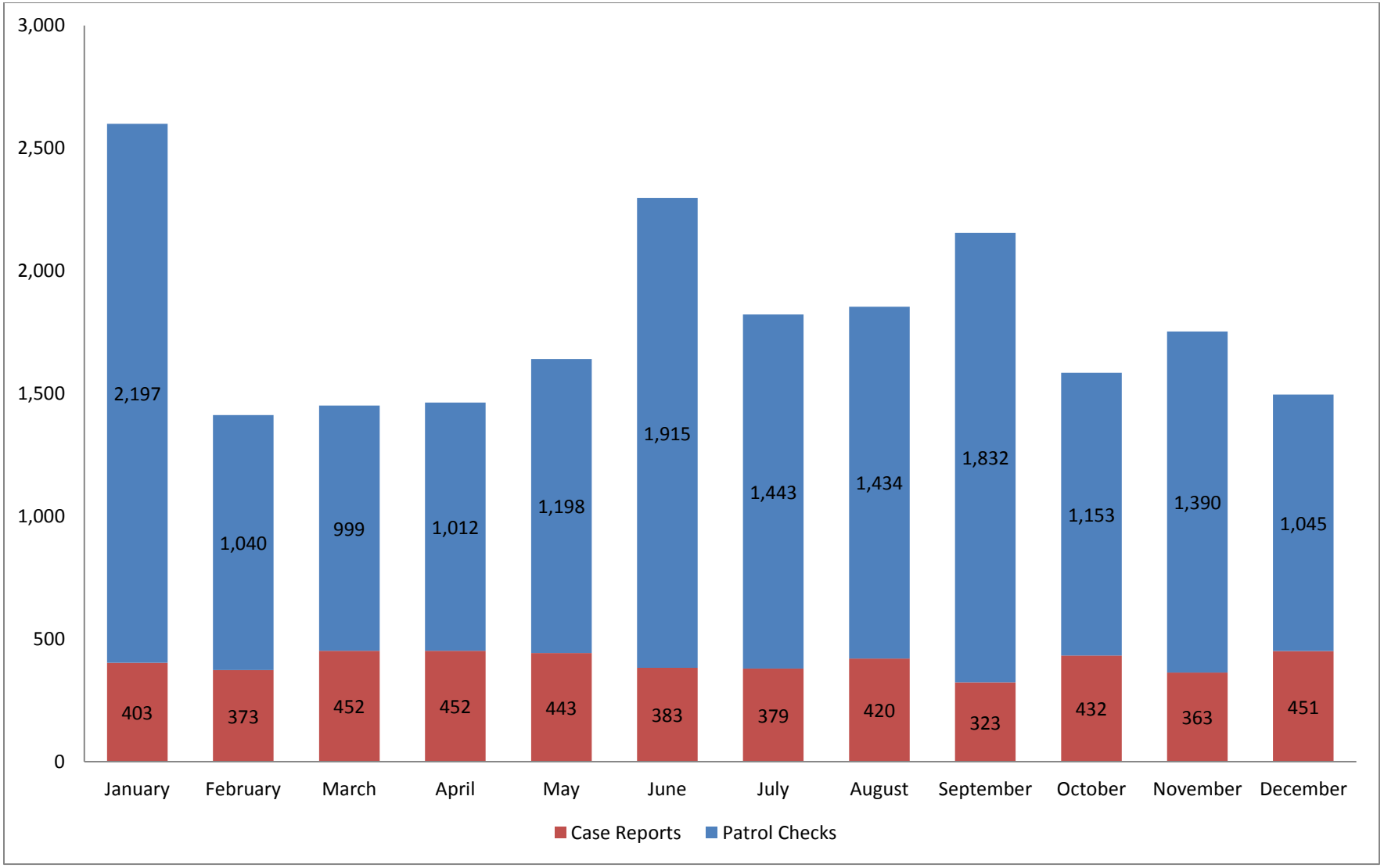
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for December 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 3,962 incidents
- 451 Case Reports (11% of incidents)
    - 234 Criminal Case Reports (52% of all case reports)
    - 217 Non-Criminal Case Reports (48% of case reports)
    - 95 Criminal Case Reports were closed by Arrests/Capias Requests (41% of criminal case reports)
    - 9 Non-Criminal Case Reports were closed by Arrests/Capias Request (4% of non-criminal cases reports)
- 1,900 incidents were initiated by police officers (48%)
- District 1 experienced the most cases with a total of 167
- District 4 experienced the fewest cases with a total of 57
- Motor Vehicle Thefts Offenses have ***decreased*** by a 125% from the previous month
- Robbery Offenses have ***increased*** by a 80% from the previous month
- Larceny Offenses have ***decreased*** by a 2% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by a 11%

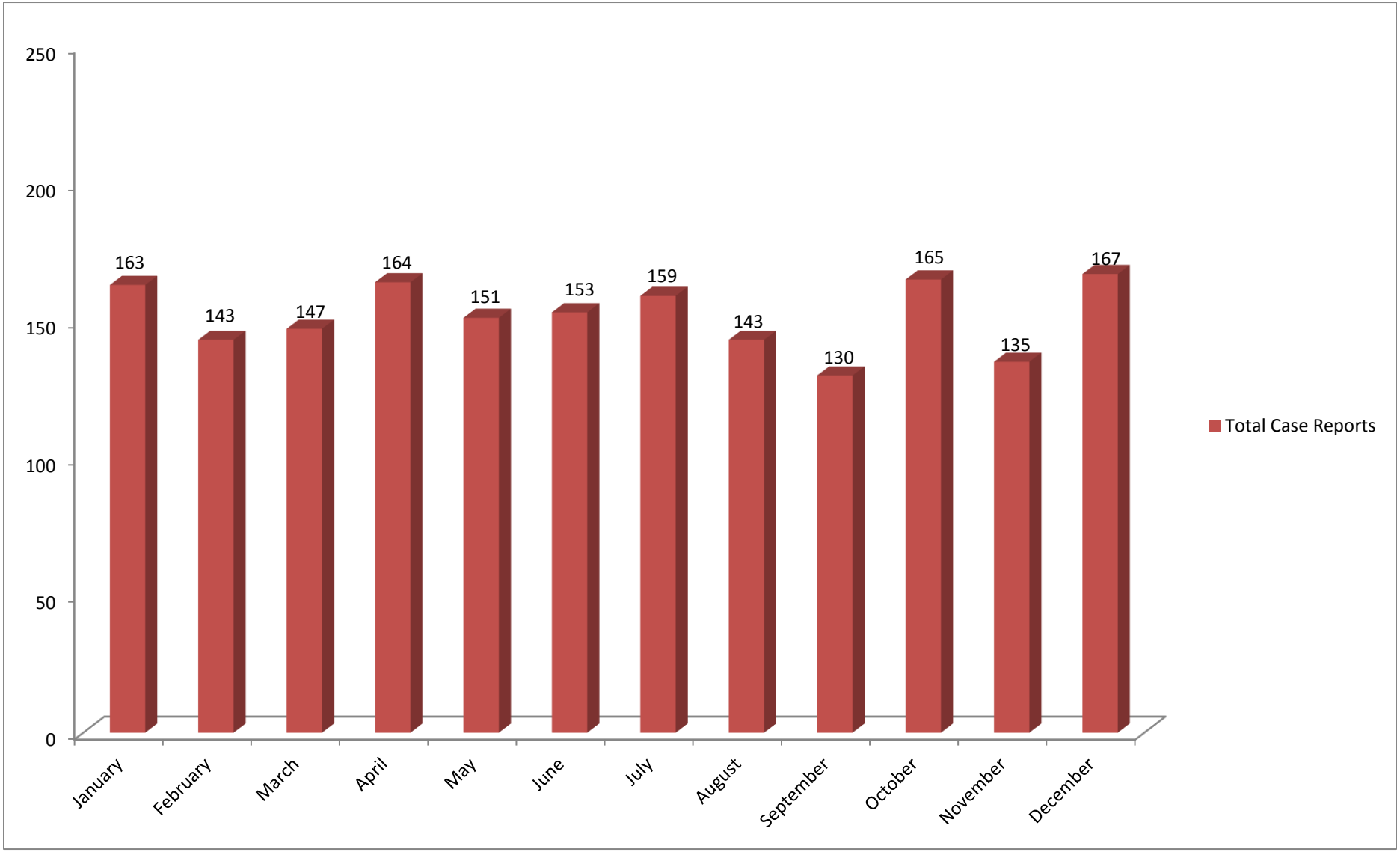
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



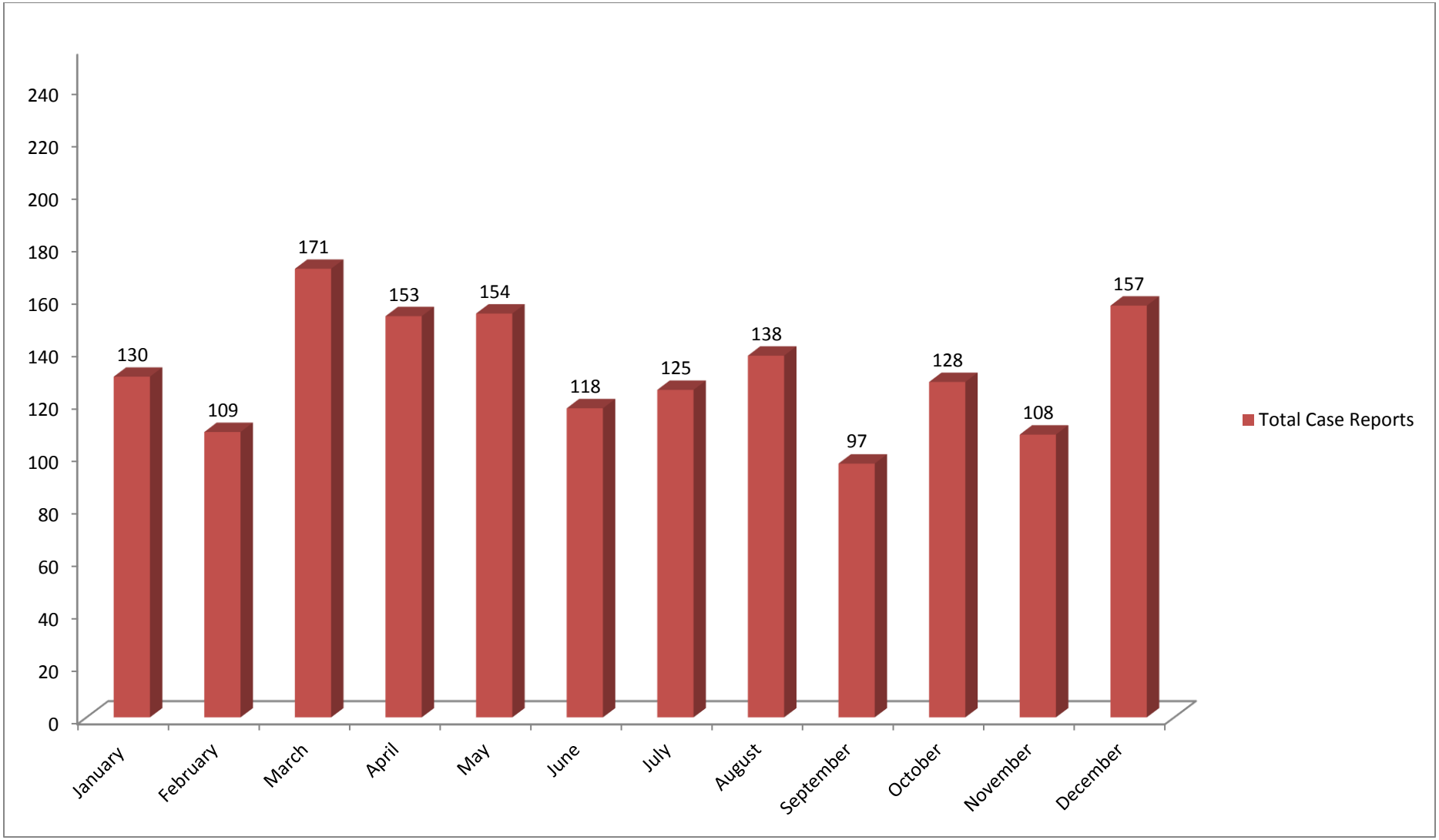
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



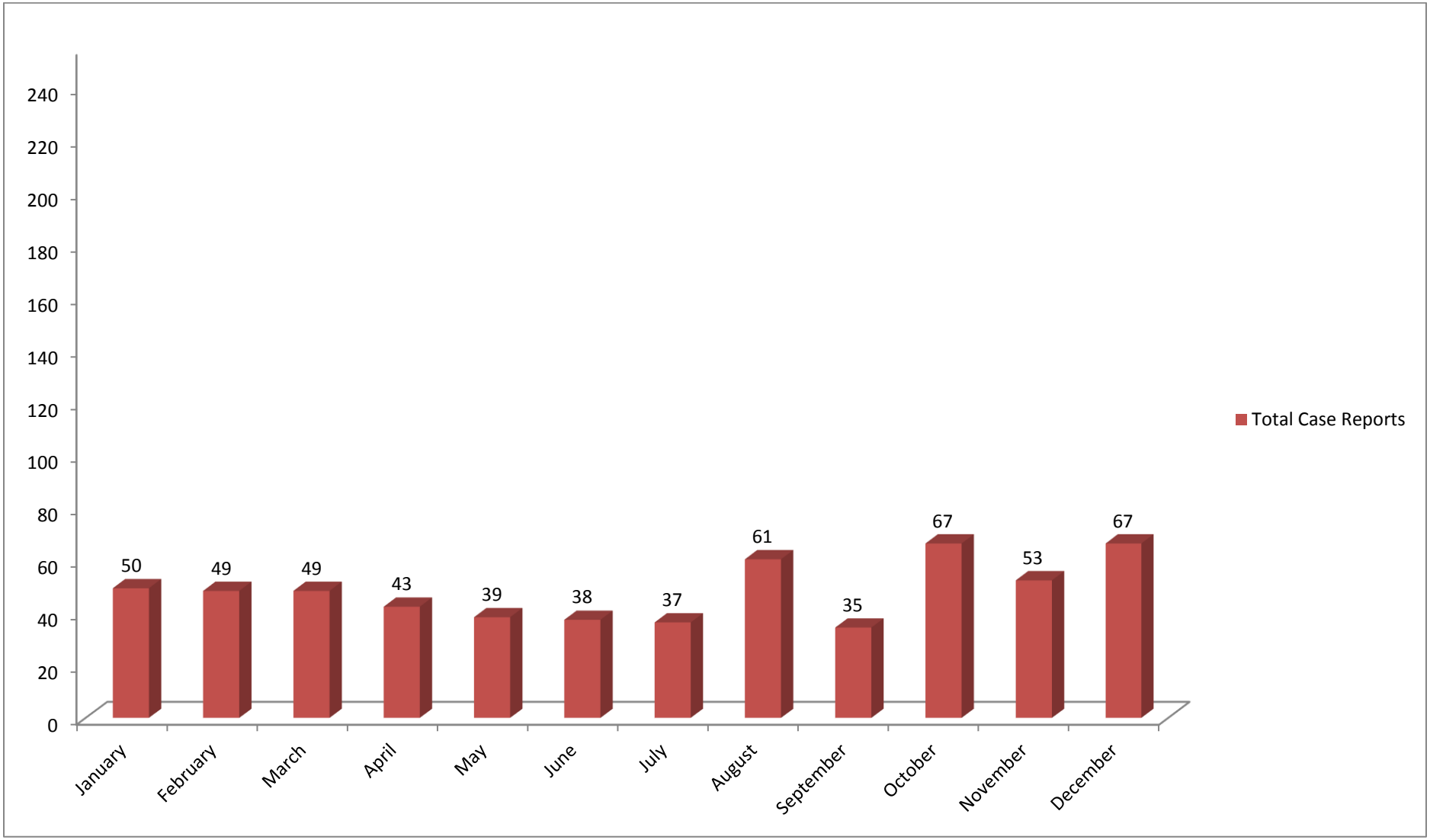
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



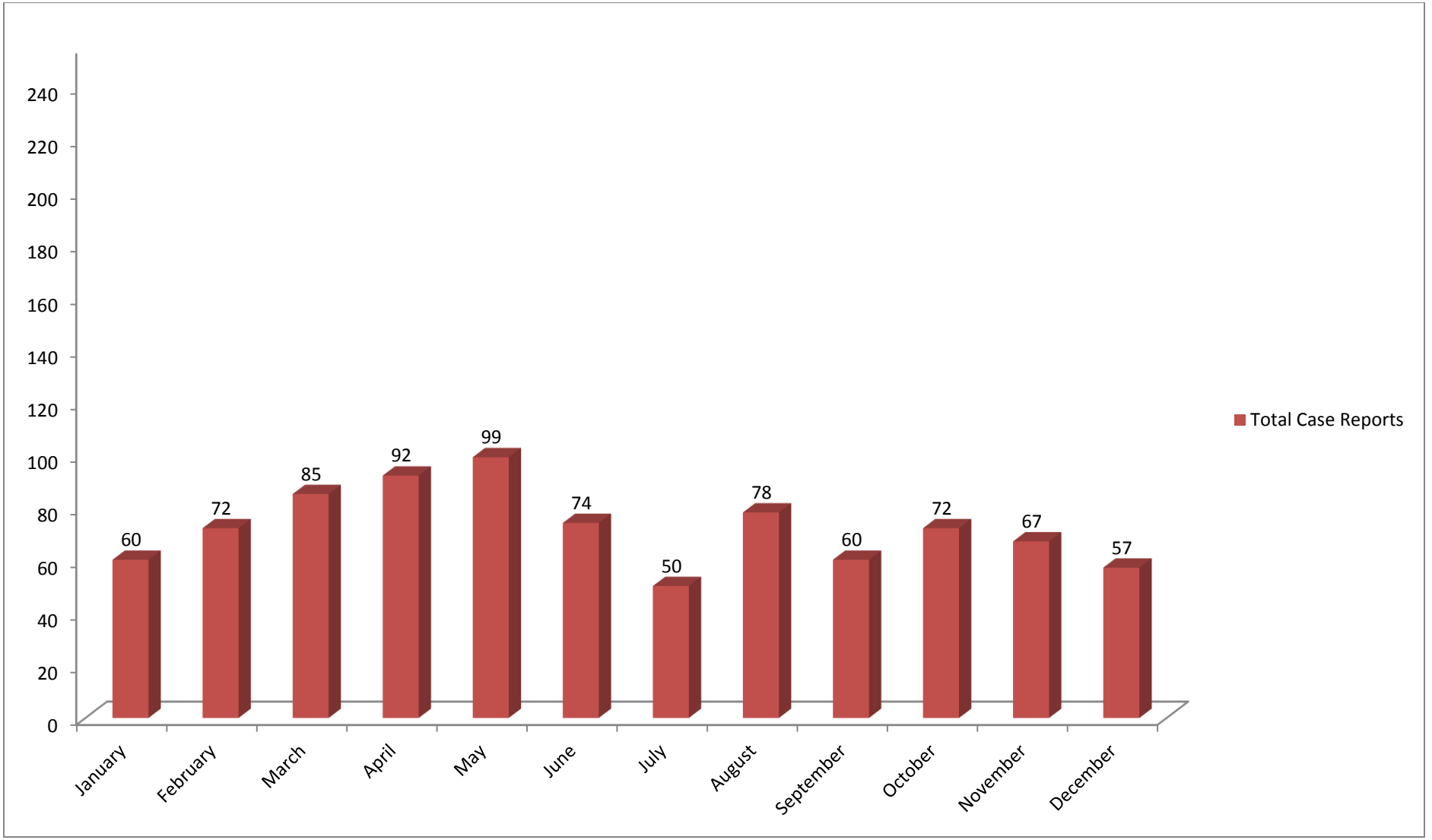
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

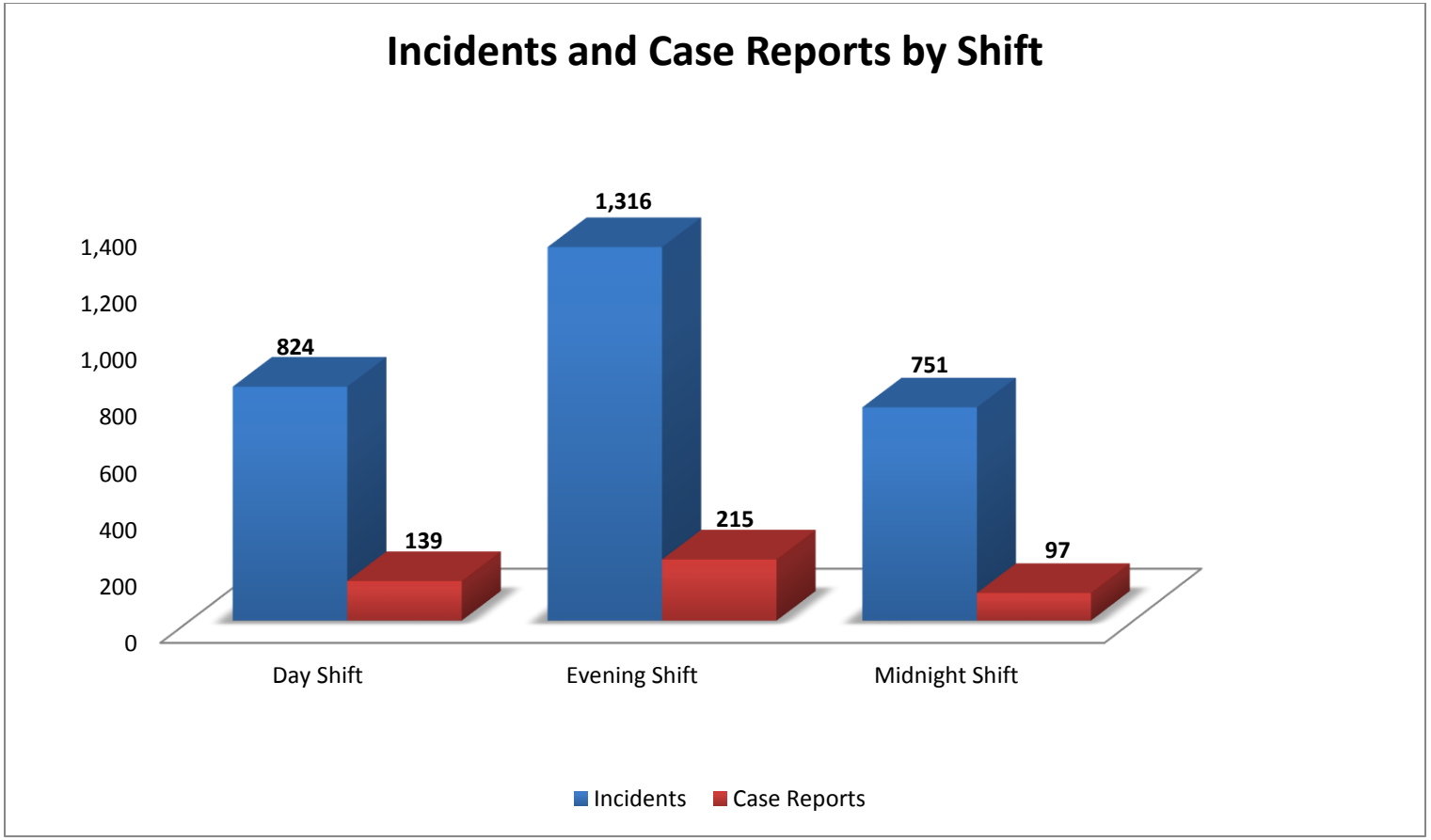
The table below illustrates the total of Incidents and Cases from December 1, 2017 thought December 31, 2017 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
1407 Dixon Blvd	102	57
2700 SR.524	76	8
1080 N. Fiske	37	8
1514 Clearlake Rd	36	0
1010 N. Fiske Blvd	27	2
800 N. Fiske	25	0
900 Friday Rd	21	5
1524 Clearlake Rd	6	2
TOTAL	**330**	**82**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



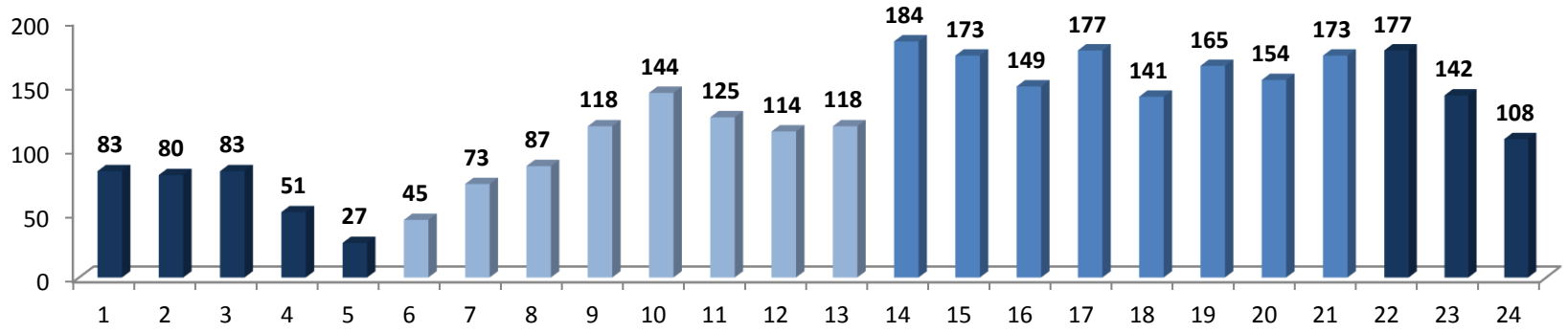
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

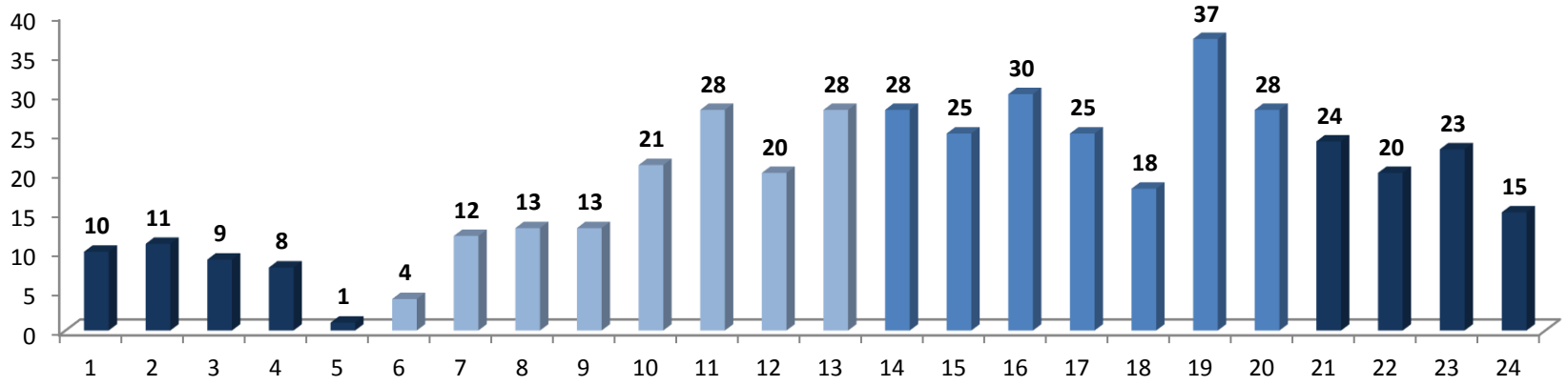
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day not including Patrol Checks.

Incidents by Hour

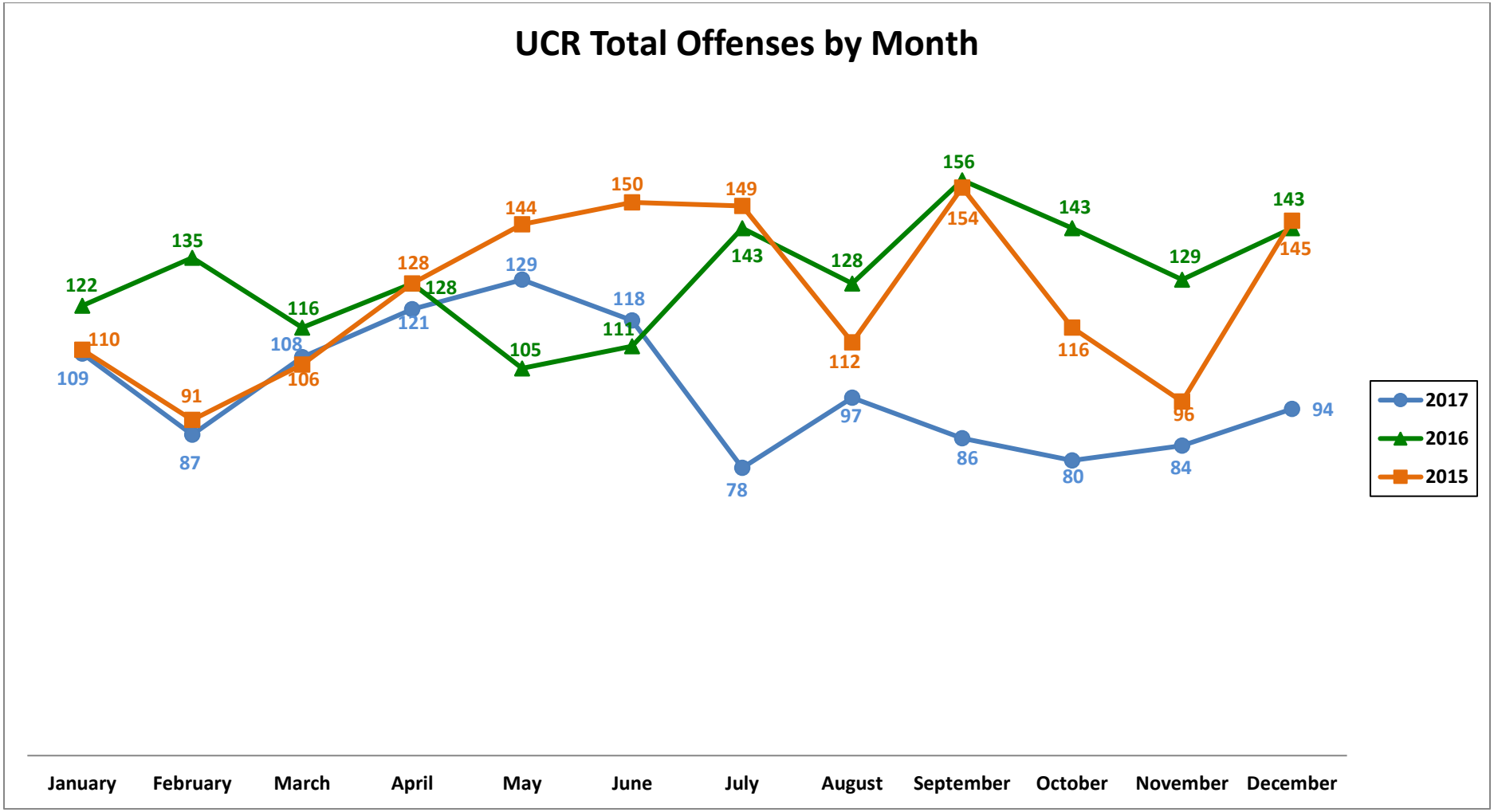


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2017, 2016 & 2015



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2017 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Legislation Details (With Text)

File #:	18-83	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/27/2018			**In control:**	City Council
On agenda:	3/13/2018			**Final action:**	
Title:	Review the Water Meter Use, Water Meter Accuracy, and Utility Billing Practices Audit, provided by Water Resource Associates, Inc. and the Management Response to this audit. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1269 CITY OF COCOA WATER BILL AUDIT-FINAL FEB2018 Management Response.pdf WRA Audit - Attachment A.pdf WRA Audit - Customer Service Policy Manual Attachment B.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2018
Agenda Date: March 13, 2018
Prepared By: Jessica Dovale, Utility Customer Service Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Review the Water Meter Use, Water Meter Accuracy, and Utility Billing Practices Audit, provided by Water Resource Associates, Inc. and the Management Response to this audit.

BACKGROUND:

On March 22, 2016, Council authorized the City Manager to sign task order #2016-11 with Water Resource Associates, Inc. (WRA), under the Water Resource Consultant Services Agreement Amendment #3 for the review of the City of Cocoa Utility Meter and Billing Management.

The review effort has concluded, and WRA has reviewed internal metering and billing policy compliance, conducted verification on meter equipment to determine accuracy, and has provided recommendations to strengthen internal controls and safeguard asset resources.

Attached is the report provided by WRA in addition to the response by management.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Information item only.

WATER METER USE WATER METER ACCURACY & UTILITY BILLING PRACTICES AUDIT

PREPARED FOR:

CITY OF COCOA UTILITIES
COCOA, FLORIDA
(PO No: 68007)

WRA PROJECT No. 1269

February 2018

LIMITATIONS AND CERTIFICATIONS

The contents of this ***WATER BILLING PRACTICES AUDIT*** were prepared on behalf of our client, the City of Cocoa Utilities, Cocoa, Florida, and are intended for their use. Water Resource Associates, LLC (WRA) assumes no liability for the misuse of this information by others. The professional opinions and/or recommendations included within this report are based on the interpretations of the testing and/or data collection activities performed in and for the City of Cocoa, Brevard County. Based on current methodologies and the current state of professional practice, the information provided is true and correct based on the data collected. WRA reserves the right to update this report should additional information become available.

The signatories have signed and sealed this document in accordance with applicable Florida state statutes. If not signed and sealed by the professionals named and shown as its authors, the findings, conclusions, and opinions cannot be relied upon by anyone for any reason; as such, the document has been provided for informational purposes only.

_____

Mark D. Farrell, P.E.
Principal Engineer
President, Water Resource Associates, LLC
Florida License Number 34448

Water Resource Associates, LLC
4260 West Linebaugh Avenue
Tampa, Florida 33624
CA License Number 7652

EXECUTIVE SUMMARY

In response to higher than normal Customer concerns and complaints, the City of Cocoa (the City) retained Water Resource Associates, LLC (WRA) on April 4, 2016 to audit the utility billing system. The main components of the audit included: (1) water meter accuracy; (2) processes that affect accuracy of meter readings; and (3) evaluation of meter reading and billing process effectiveness.

Based on this audit, WRA has not identied any inherent problems that have resulted in chronic and consistent inaccuracy with meter reading results and associated billing to customers; however, WRA has identified several focused areas for the City to improve the overall accuracy and efficiency of the meter reading and utility billing process. These areas include: formally documenting procedures; transitioning to radio read water meters; eliminating all paper work orders; and improving the high consumption forgiveness policy.

Procedural Documentation: While the City staff generally follows industry guidelines, the City lacks formal written procedural documentation for: (1) water meter installation, maintenance, testing, and replacement; (2) reading water meters; and (3) billing processes for daily work tasks and situational events. WRA suggests that formal City standard operating procedures should be developed and followed.

Transition to Radio Meters to Improve Meter Reading Efficiency: The City currently utilizes two types of water meters: manual and radio meters. While both meter types are relatively accurate, based on independent testing with oversight by WRA, the manual meters have potential human error issues ranging from: complications with reading the meter (e.g., condensation and scratching on the transparent register dial); dangerous animals which may periodically occupy the meter boxes (such as bees, snakes, etc.); difficulties locating of the meter; incorrectly reading the unit; and errors in transcription of the data into handheld units or on paper work orders. Manual meters are read on foot, meter by meter, and entered into a hand-held unit. The radio read meters are read meter by meter from a vehicle, in most cases, making it more time efficient than reading meters by foot. The radio meters rarely result in transcription errors, as the data is collected electronically and is readily imported into the billing system.

Paper Work Orders: Re-read water meter work orders are originated electronically and are provided as paper work orders. Field Representatives collect the paper work orders from an “outbox” in the office, visit the site, collect the meter reading, record the volumetric usage data on the paper work order, return to the office, and return the paper work order to an “inbox”. The hand-written data is then entered electronically into the City’s billing system and archived into the City’s Laserfiche repository. Errors can occur in the meter read, transcription of the data on the paper work order, and transcription of the data from the paper work order to electronic billing system. The City should consider eliminating paper work orders.

High Consumption Forgiveness Policy: Based on independent testing with oversight completed by WRA, the water meters used by the City are generally accurate. Based on the information provided with respect to high consumption forgiveness, one of the primary means to recover lost revenue for the City would be to refine the protocols for high consumption use. The City credited Customers over $250,000 in bill adjustments in Fiscal Year 2014 alone, approximately $250,000 in bill adjustments in Fiscal Year 2015, and the first seven months of Fiscal Year 2016 has exceeded $160,000. This is lost revenue.

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1.0 INTRODUCTION

In response to higher than normal Customer concerns and complaints, the City of Cocoa (the City) retained Water Resource Associates, LLC (WRA) on April 4, 2016 to audit the utility billing system. The City provides the following services on behalf of the City of Cocoa: engineering, design and inspection of infrastructure improvements; drinking water supply, treatment, transmission, and distribution; wastewater collection, treatment, and reuse or disposal. It provides water to Customers in Cocoa, Rockledge, Port St. John, Merritt Island, Cape Canaveral, Cocoa Beach, Suntree/Viera, Patrick Air Force Base (AFB) and the Kennedy Space Center (KSC) (***Figure 1-1***).

The focus of the audit was to determine the root cause or causes of the reported Customer concerns and complaints and recommend systemmatic opportunities for improvement. Specifically, the objectives were to: (1) complete flow meter accuracy testing; (2) determine the accuracy of the tested meters; (3) review internal Utility standard operating procedures (SOPs) and policies; and (4) review Customer concerns and complaints for the audited timeframe.

There were four main review phases of the project, which are discussed in further detail within this report: (1) preliminary analysis; (2) field observations; (3) historical data review; and (4) independent meter testing.

1. ***Preliminary Analysis*** – This investigation phase included reviewing: Utility contracts, regulations, statutes, ordinances, industry standards, policies and procedures; industry practices; geographic information system (GIS) mapping; local news stories pertaining to Utility metering/billing concerns and/or complaints; Utility staff and vendor interviews; and Customer concerns.
2. ***Field Observations*** – This investigation phase included: reviewed standard operating procedures (SOPs) regarding installation, reading, and testing of meters, as well as data entry procedures.
3. ***Historical Data Review*** - This investigation phase included a detailed examination of historical data provided by the City.
4. ***Independent Meter Testing*** - Independent meter testing included the replacement and testing of water meters randomly selected from across the City service area by WRA .

1.1 Objectives of the Audit

The objective of this audit focused on three evaluation areas: (1) water meter accuracy; (2) processes that affect accuracy of meter readings; and (3) evaluation of meter reading and billing process effectiveness. Each of these are discussed in this report, and each concludes with recommendations for the City.

2.0 WATER METER ACCURACY

Per the City, the staff attempts to collect actual monthly readings of all water meters, which is approximately 87,000 meters. Customer water use is billed on a monthly cycle. For organizational purposes, the City has divided the entire water distribution system into cycles servicing the following geographical regions:

- Cocoa (water and reclaimed);
- Port St. John (Brevard County);
- Titusville;
- Cape Canaveral;
- Cocoa Beach;
- Merritt Island (Brevard County);
- Rockledge;
- Sun Tree/Viera (Brevard County);
- Governmental, specifically the National Aeronautics and Space Administration (NASA) facilities and Patrick Air Force Base; and
- Interconnections, specifically the City of Titusville (water) and the City of Rockledge (reclaimed water).

Within each of the above referenced cycles, there are varying numbers of organized routes, which can range from 1 to approximately 70 routes. Each route consists of the following information:

- Meter numbers;
- Addresses of metered location;
- Meter reading order;
- Collection of any additional pertinent information regarding a metered location; and
- Current meter reading (Readers are not provided previous month's meter reading).

Assuming no technical or weather related problems, the completion of the monthly reading process is usually 18 to 20 business days per communications with City staff.

2.1 Water Meter Types

The City uses two different flow meters as part of the water supply system, which can be divided into two discrete meter reading systems: "manual" and "radio". Regardless of the meter reading system, water flow meters are built according to manufacturing standards set by the American Water Works Association (AWWA, 2012). The type of meter used by the City is determined by the anticipated range of flow rates, allowable pressure loss, and safety requirements. The AWWA (2012) presents a table of meter types in the *Manual of Water Supply Practices: M6*, which is presented on ***Table 2-1***. A copy of the AWWA (2012) *Manual of Water Supply Practices: M6* is found in ***Appendix A***.

In the US and Canada, the standard residential meter types (2 in. and smaller) are the nutating piston (disc) and the oscillating piston type meters. The AWWA indicates that these two are relatively equal in performance and "*unrivaled for their combination of accuracy, long life, simple design, moderate cost, and easy maintenance*" (AWWA, 2012). Residential services are typically metered with the ⅝ inch (in.) size meter having ¾ in. connections to the water distribution system.

2.1.1 Manual Meters

Manual meters are by far the simpler of the two meter classes utilized by the City. Based on discussions with the City, the preferred and most utilized meter is manufactured by Neptune Technology Group (NTG), based in Tallassee, Alabama. The large sweep hand (the red arm on the dial [***Figure 2-1***]), measures water use as it flows through the meter. Depending on the meter set-up, a complete rotation of the sweep hand can equal 1, 10, 100, 1,000 gallons, etc. Most analog dials also have a low-flow indicator that registers as water flows through the meter at a low flow velocity. An example of which is the red triangle gear shown on ***Figure 2-1***.

For manual readings, meter reader staff physically visits each meter by foot, as opposed to a radio signal, and records the data. City staff is assigned an Itron FC300 handheld unit each day with an assigned, pre-loaded route (**Figure 2-2**). Staff is prompted with only the address and meter serial number of the next meter to read in the designated route.

The Meter Reader enters the left four digits on the meter register dial for less than 1 ½ inch meters and five digits for meters greater than 1 ½ inch, because the City bills water consumption in 1,000 gallon increments. These digits are often in black font on a white background. The digits in white font on a black background are the tenths and hundredths places and are not recorded for billing purposes. The Meter Reader is not provided the previous reading for review, thus he/she must enter the reading from visually inspecting the meter register. An alert is provided to the Meter Reader if a reading is recorded out of allowable tolerances for that location.

Example Arguments <u>For</u> Manually Read Meters:

- Unit simplicity (i.e., no electronics or needed programming skills);
- Simple installation; and
- Easier to diagnose issues with the meter (e.g., water flowing through the meter and sweep arm not operating).

Example Arguments <u>Against</u> Manually Read Meters:

- With increased residential/commercial development, more trained meter readers would be required;
- Complications with reading the meter (i.e. condensation and scratching on the transparent register dial face, dangerous animals which may periodically occupy the meter boxes, etc.);
- Difficulty locating the meter;
- Human error reading the unit;
- Human error entering the reading into the City information system for billing; and
- Time consumption.

2.1.2 Radio Meters

According to the City, manual-type meters are being replaced by radio-type meters (***Figure 2-3***). The City's Water Field Operations is not actively converting any manual routes to radio read routes; however, the City is replacing what is determined to be defective on a case-by-case basis. The current routes with radio meter system were installed between 2005 and 2006. Unlike the manual meters, the radio meters typically have a digital LCD screen which indicates the total flow, if a manual check is required. There are several ways to read a water meter remotely.

The system utilized by the City, which is manufactured by NTG of Tallassee, Alabama, uses a radio transmitter powered by a battery, which is connected by a power cable. There is a physical connection between the radio transmitter and water meter body. (It is rotated into place and then secured by a plastic pin preventing the radio transmitter from separating from the meter body.) The radio device collects a reading from the meter and transmits the reading to a collection/receiver device located in a City vehicle as it travels through a neighborhood. The required equipment includes: a laptop; the mobile collector unit (N Sight 900); and handheld units (Neptune CE 5000 and Neptune NOMAD 900; ***Figure 2-4***).

The City currently utilizes 5 different types of NTG meters for potable/reclaimed service at residential, commercial, industrial, irrigation, and fire service applications: (1) ⅝ x ¾ in. to 1 in. T10 meters (residential/commercial potable); (2) 1½ to 2 in. T10 Meters (commercial potable); (3) 1½ in. to 10 in. HP Turbine Meters (potable/reclaimed, irrigation, and industrial); (4) 2 to 6 in. Tru Flo Compound Meters (potable, commercial); and (5) 4 to 10 in. HP Protectus Fire Service Compound Meters. The City estimates there are approximately 20,500 radio meter accounts in service. Typically, it requires approximately ten business days to complete the routes with radio meters.

Example Arguments <u>For</u> Automated Radio Meters:

- Monitoring the radio meter system is quicker than manual reading, making it possible to use personnel more efficiently;
- Providing the City real-time data, useful, and accurate information for balancing water use (potable and reclaimed); and
- Offering the City more detailed feedback on water use.

Example Arguments <u>Against</u> Automated Radio Meters:

- Difficulties with the City transitioning to new technology and processes;
- Managing possible public negative reaction and encouraging Customer acceptance of the new meters;
- The City making a long-term financial commitment to the new metering technology and related software;
- Managing and storing vast quantities of metering data (e.g., purchase and maintenance of City computer servers);
- Ensuring the security of metering data;
- Possibility of Customers tampering with the meter power source (e.g., no power to system means loss of reading);
- Time/efforts associated with City personnel verifying that the new meter(s) is/are accurate and assuring Customers of radio meter accuracy;
- Protecting the privacy of Customer personal data; and
- Customers paying higher usage rates, additional fees, and/or base rate increase to accommodate initial expense for the new meter(s).

2.2 Water Meter Utilization Evaluation

Based on the data provided by the City (***Appendix B***), ***Table 2-2*** documents the total number of water meter reading routes, the total number of water meters, and the breakdown of the water meter types (manual versus radio).

2.3 New/Replacement Water Meter Testing

According to City staff, the City lacks official documentation regarding procedures for new/replacement meter accuracy testing; <u>however</u>, WRA was informed that City personnel generally followed the prescribed installation procedures documented in the AWWA Manual of Water Supply Practices: M6 (2012).

Regardless of the system, manual or radio, flow meters are subject to wear and tear over time and may result in poor measurements of actual water use, which is typically in the Customer's favor (e.g., water meters tend toward under reading flow over time). Like any other mechanical device with machined parts, flow meters slow down with age and eventually can stop registering completely. As the mechanical parts are not capable of "speeding up" or registering a significantly higher reading than the actual reading, the displacement flow meters used by the City cannot run faster than they were designed to run. Testing is the only means to determine if an existing meter is reading accurately. The City indicated that the AWWA *Manual of Water Supply Practices: M6* (2012) was used as the standard practice for meter installation and testing by City staff. *Chapter 4: Meter Installation* of the AWWA *Manual of Water Supply Practices: M6* (2012) is 33 pages in length and is written in a straight-forward manner. Scheduled testing should be an established part of the metering program to assure that Customers are not overbilled due to misregistered meters and to assure that the City is not underbilling due to misregistered meters.

Accuracy limits are established to ensure that water meters record as accurately as possible. Meters have an inherent variation of 2 to 3 percent in registration over the entire range of flows. Repair of older meters, which has become the standard of practice according to the AWWA (2012), can meet the accuracy requirements met by a new meter, but if the repaired meters do not register at least 90 percent of the tested flow volume, the repair is not considered acceptable. The economics of repairing versus replacement of old meters need to be evaluated by utilities on a case by case basis. Meters with unacceptable accuracies should be either repaired or replaced.

The AWWA recommends that all new meters be tested for accuracy prior to being placed in service and the results should be compared to the calibration record typically provided with the new meter (AWWA, 2012). The meter calibration information from the manufacturer is attached to the City work order when a new meter is installed. Furthermore, AWWA recommends a database with records pertaining to meter inspections, testing, and calibration should be maintained so as to promote overall meter accuracy (AWWA, 2012). To start a program of periodic testing, it is necessary to establish a time to complete the work in an established period of years that coincides with the best estimate of the frequency with which meters should be tested. This is discussed in detail in the AWWA *Manual of Water Supply Practices: M6* (2012) recommended guidelines.

For evaluating meter accuracy, the City utilized the accuracy criteria presented on ***Table 2-3*** (***AWWA Table 5-3*** [2012] as presented) for maximum and intermediate flow rates using either field testing equipment or the bench testing equipment built for the City by the MARS Company of Ocala, Florida (***Figure 2-5***).

The City has provided calibration records of inline meters from 2014, 2015, and 2016, which were tested by the City (***Figure 2-6***). 58 meter work orders were evaluated in Fiscal Year 2014. 57 meter work orders were evaluated in Fiscal Year 2015. 29 work orders have been evaluated to date in Fiscal Year 2016. Of the meters evaluated, and excluding cancelled work orders, 16 percent were found on average to be outside of calibration and in favor of the Customer, 3 percent were found to be on average outside of calibration and in favor of the City, and 81 percent were found on average to be within an acceptable calibration range.

2.3.1 Verification of Meter Accuracy

As part of the meter accuracy evaluation, 30 water meters were randomly selected by WRA using Google Earth®, based on cycle routes provided by the City, and tested via the City's field testing equipment and MARS bench testing equipment in August 2016 (***Figure 2-5***). However, WRA was informed in September 2016 that the MARS bench testing equipment used by the City may have been faulty. As such, all data from the August 2016 testing program was deemed suspect and discarded.

Following an extensive City evaluation by the meter manufacture (NTG) and the bench test manufacturer (MARS) and the validation of the bench test accuracy, an additional 100 meters were randomly selected by WRA and tested with the MARS bench testing equipment. The flow meter accuracy tests were completed in general accordance with the AWWA accuracy testing standards for new, rebuilt, and repaired meters (***Table 2-3***/AWWA Table 5-3 [AWWA, 2012]) in December 2016. The following discusses the results of this meter validation testing program.

2.3.1.1 Minimum Rate Testing

Testing consisted of a sustained flow rate of approximately 0.25 gallon per minute (gpm) and was completed once 10 gallons passed through the meters. Of the 100 meters tested, 36 meters failed to meet the AWWA accuracy range limit of 95 to 101 percent (***Figure 2-7***). Of the 36 meter failures, only one water meter registered higher than the AWWA accuracy limit of 101 percent (102.79 percent), while the remaining failed meters registered lower than the AWWA accuracy limit of 95 percent. On average, the failed meters were approximately 27 percent less than the lower AWWA accuracy limit of 95 percent. Outside of the one failed meter which registered higher than the AWWA accuracy limit of 101 percent, the remaining failing meters failed in favor of the Customer.

2.3.1.2 Intermediate Rate Testing

Testing consisted of a sustained flow rate of approximately 2 gpm and was completed once 10 gallons passed through the meters. Of the 100 meters tested, 14 meters failed to meet the AWWA accuracy range limit of 98.5 to 101.5 percent (***Figure 2-7***). Of the 14 meter failures, 10 water meters registered higher than the AWWA accuracy limit of 101.5 percent, while the remaining 4 meters registered lower than the AWWA accuracy limit of 98.5 percent. On average, those failing meters registering above the AWWA accuracy limit of 101.5 percent exceeded by 0.37 percent and in favor of the City.

2.3.1.3 Maximum Rate Testing

Testing consisted of a sustained flow rate of approximately 15 gpm and was completed once 100 gallons passed through the meters. Of the 100 meters tested, 1 meter failed to meet the AWWA accuracy range limit of 98.5 to 101.5 percent (***Figure 2-7***). The failed meter registered 0.34 percent lower than the AWWA accuracy limit of 98.5 percent, in favor of the Customer.

2.4 New Water Meter Installation/Water Meter Replacement Processes

According to City staff, the City lacks official documentation regarding meter installations or replacements; <u>however</u>, WRA was informed that personnel training generally followed the prescribed installation procedures documented in the AWWA Manual of Water Supply Practices: M6 (2012) through a shadow, on-the-job training (OJT) period with experienced staff. This on the job training without established standard operating procedures does not allow for consistency in training new staff and, therefore, can result in inconsistency regarding the meter installation process.

The City has annual maintenance service agreements for the Itron and Neptune meters reading equipmentand are maintained each fiscal year. The City provided example work orders for changing out Customer indicated faulty meters. The meters themselves come with a ten year warranty.

The City indicated that AWWA *Manual of Water Supply Practices: M6* (2012) was used as the standard practice for meter installation by field staff. AWWA *Manual of Water Supply Practices: M6 Chapter 4: Meter Installation* is 9 pages in length and is written in a straight-forward, very non-meter specific manner (AWWA, 2012). According to the manual, there are no standards for meter settings, and specific questions related to installation are best addressed by the manufacturers.

As mentioned above, although standard specifications exist for meters, valves, pipe, and tubing, there are no standards for meter settings. However, certain principles should be observed. Specific problems and questions related to installation can best be addressed by consulting manufacturers of meters or setting and testing equipment. Over the years, a wealth of experience has been accumulated to provide meter settings that ensure optimum meter performance and service accessibility, along with ease of installation and low cost. Installation hardware is available in a wide variety of sizes, types, and materials to meet virtually any installation preferences or requirements. Many cities, counties, and states have adopted standards and ordinances under building plumbing codes to cover water meter installations. The AWWA considers the following fundamental requirements of an acceptable meter installation:

- Positioning the meter in horizontal plane for optimum meter performance;
- Readily accessible meter location for reading, servicing, and/or testing;
- Leak-tight, permanent settings to ensure that the meter can be removed for service without negatively affecting Customer's plumbing system;
- Permanent electrical grounding that does not use the meter;
- Protecting the meter from environmental elements (i.e., freezing, extreme temperature changes, etc.);
- A high-quality inlet shutoff valve for meter maintenance;
- A minimum loss of pressure; and
- Public safety in mind when selecting an installation location to avoid preventable accidents (Modified from AWWA, 2012).

As essentially two manufacturer brands are used by the City, it is assumed that soil conditions, average groundwater levels, accessibility for ease of reading and service, and, to a lesser degree, maximum frost penetration (which should be negligible within the service area), were previously evaluated prior to the meter purchasing decision. AWWA recommends that the meter itself should be installed at a depth from the surface that makes reading and accessibility convenient, providing approximately 2 to 4 in. of clearance between the service piping and the bottom of the meter City box to avoid any damage or strain that may occur due to potential ground settlement (AWWA, 2012).

While the AWWA recommends that a drawing be prepared as a guide for further meter settings, the City has not done so. According to the manual, the drawing should specify that: (1) the meter pit be located as close as possible to the City line; (2) that the lid City box be placed flush with the ground surface; (3) that no portion of the riser piping or meter be less than 1 to 2 in. from any portion of the City box; (4) the minimum distance below ground surface where the meter spuds or couplings be located; (5) the dimensions of the City box per each size meter; and (6) the dimensional location coordinates of the curb stop or service-control valve (AWWA, 2012). It should be noted that there will be several standard designs based on the range of different meters used. In other words, a residential meter design figure will not be the same as a larger meter, such as one for a fire suppression unit.

2.5 Findings

Based on the review of the materials provided by the City and interviews of City staff:

- According to City staff, the City lacks official documentation regarding meter installation, maintenance, testing, or replacement, but does generally follow guidelines established by the AWWA (2012).
- Over the history of their use, the City notes only three recent cases where radio meter components were found to be ineffective or faulty and were either due to failed or faulty meter chips and/or a stuck meter.

- The results of the meter accuracy validation program indicate that the meters employed by the City are relatively accurate and improve in accuracy as flow through the meter increases.
    - The AWWA guideline meter accuracy test conducted for the minimum flow rate uses 0.25 gpm flow rate. While 36 (out of 100) of the water meters failed to meet the AWWA accuracy range limit during the minimal flow rate testing, it is noted that the failures were in favor of the Customer, not the City, although the rate and total volume was low.
        - In further support of this finding, a recent AWWA case study of twelve utilities, the investigators noted seven of the twelve utilities completing flow meter accuracy testing did not pass the AWWA minimum flow accuracy test (Shields et al., 2013). It was noted that errors "*typically occur at minimum flow rates when the available instrumentation does not have a small enough gradation on the scale or when sufficient volumes are not collected to minimize the uncertainty of the measurement.*" (Shields et al., 2013)
    - There was only one meter failure in favor of the City and that occurrred in the low range limit. When the intermediate flow rate test of 2 gpm was conducted, the number of meters failing to meet the AWWA accuracy range limit was significantly reduced to 14 (out of 100) meters. Of the 14 meter failures, 10 water meters registered on average 0.37 percent higher than the AWWA accuracy limit of 101.5 percent and in favor of the City, while the remaining 4 meters registered on average 0.26 percent lower than the AWWA accuracy limit of 98.5 percent and in favor of the Customer.
    - For the maximum flow rate test of 15 gpm, the number of meters failing to meet the AWWA accuracy range limit was reduced to 1 meter (out of 100). The sole meter registered in favor of the Customer and was 0.34 percent below the lower AWWA accuracy limit and in favor of the Customer.
    - Overall, 64 percent and 86 percent of the 100 meters tested fell within the acceptable minimum and intermediate flow accuracy range recommendation of the AWWA guidelines (2012), respectively, while 99 percent fell within the acceptable maximum flow accuracy range recommendation of the AWWA guidelines (2012).
    - If the three AWWA flow meter accuracy tests completed per meter were averaged and the wider 95 to 101 percent AWWA accuracy range was used as the standard, 15 meters (out of 100) would not have met these criteria. For this example, these meters on average were approximately 17 percent below the lower accuracy limit and registered in favor of the Customer.

3.0 PROCESSES THAT AFFECT ACCURACY OF METER READINGS

To evaluate the processes that affect the accuracy of the City's water meter reading, which in turn may affect the amount of water billed to the Customer, WRA first requested and then reviewed information from the City, which included:

- The *AWWA Water Meters – Selection, Installation, Testing, and Maintenance 5th Edition. Manual of Water Supply Practices: M6* (2012);
- Example work orders;
- "Misread" meter report records from 2005 through 2016;
- The City's *Field Services Processes*; and
- *The City of Cocoa Meter Reading Systems and Processes Summary*.

WRA also interviewed City Field Services Division and City Billing Division employees spanning from staff to managers. Discussions specifically focused on the City's water meters, the water meter reading processes, and the City's water billing processes.

This section specifically focuses on processes that affect the accuracy of meter readings. ***Chapter 2*** focused on the accuracy of the water meter itself. It should be noted that the water meter readings can also be deemed erroneous by virtue of human error in the reading and/or recording of the meter data. ***According to the City employees interviewed, the City lacks official written procedural documentation for reading water meters; <u>however</u>, WRA was informed that staff are trained on the job by shadowing "more experienced" water meter readers.*** This on the job training without established standard operating proceedures does not allow for consitency in training new staff. This inconsitency can lead to varying degrees of human error in the meter reading process.

As previously indicated, the City currently uses two meter types: manual and radio water meters. Manual water meter readings have higher potential for human error issues because of: complications with reading the water meter or "misreads" and/or possible errors with transcription of data into handheld units or onto paper work order. "Re-read" is the City's terminology and includes those water meters that are identified during the billing process as: (1) having high or negative consumptive use; or (2) having no consumptive use (i.e., potentially indicating a stuck meter). In respect to all occurrences above, Billing Division requires a Field Services Representative/Maintenance Meter Reader to read the meter again as a quality assurance check. A skipped reading occurs when situations arise ranging from condensation in or scratching on the transparent register dial covers, to bees, snakes, or other dangerous animals that may periodically occupy a meter box, to difficulties locating a meter, etc. and the meter is not read. In these situations, the City attempts to re-read the meter at a later date. A "misread" is determined through meter re-reads when all other symptoms are ruled out.

Re-read water meter work orders are originated electronically and are provided as paper work orders. Field Representatives collect the paper work orders from an "outbox" in the office, visit the site, collect the meter reading, record the volumetric usage data on the paper work order, return to the office, and return the paper work order to an "inbox". The hand written data is then entered electronically into the City's billing system and archived into the City's Laserfiche repository. Errors have occurred in the past with:

- Inaccurately read water meters;
- Poor transcription by the Field Representative of the water meter reading data onto the paper work order and/or system entry; and
- Poor transcription of the water meter reading from the paper work order to the City's electronic billing system by the Field Representative or Billing Division staff.

3.1 Findings

Based on the review of the materials provided by the City and interviews of City staff:

- The City lacks formal written procedural documentation for reading water meters;
- Water meter reading training is not standardized, but is dependant on more experienced staff teaching new staff the undocumented “standard operating proceedures” (i.e., follow, watch, and learn);
- Water meter readings are flagged by the Billing staff to be re-read for multiple established reasons, including:
    - (1) skipped readings due to condensation in and/or scratching on the transparent register dial cover, bees, snakes, or other dangerous animals occupying the meter box, etc.; (2) meters have high or negative consumptive use; or (3) meters having no consumptive use (i.e., potentially indicating a stuck meter); and (4) transcription errors;
- Re-read water meter work orders are originated electronically and are provided as paper work orders.
    - Data collected by Field Services Representative/Maintenance Meter Readers are recorded on the paper work order then transcribed into the billing system;
    - Transcription and/or data entry errors from the paper work order to the electronic billing system can occur in this process, which can result in inaccuate water use readings and inaccurate billing to the Customer; and

4.0 EVALUATION OF METER READING AND BILLING PROCESS EFFECTIVENESS

WRA reviewed all documentation provided by the City to evaluate the effectiveness of the meter reading and billing processes, which may affect the amount of water billed to the Customer. These are found in ***Appendix B***. While these are not official written City policies or procedures, they do provide a "how-to" in respect to data entry for the Customer Service/Billing System. The "how-to" documents reviewed by WRA include:

Customer Service Division

- Account Termination;
- Archiving Documents;
- Backflow Installs;
- Bill Deposits;
- Cashiering;
- Delinquent Turn On;
- Deposit Refunds;
- E-Mail Box Processing;
- Fireline Meter Processing;
- Front Counter;
- High Consumption Processing;
- Hydrant Painting Processing;
- Jumper Meter Processing;
- Meter Processing by Customer Service Representative;
- Meter Relocate;
- Meter Removals;
- New Account Setup;
- New Meter Receipts;
- Non-Payment Listing;
- Owner Meter Bills;
- Payment Extensions;
- Payment Plans;
- Returned Mail;
- Reverse or Transfer Payments;
- Stuck Meters
- Temporary Meter Processing
- Transfer of Service; and
- Work Order Termination.

Billing Division

- Adjustments; and
- Bank Drafts.

Field Services Division

- Field Services Processes;
- Meter Reading Systems and Processes;
- (Customer Service Representative) Turn On for new service;
- (Customer Service Representative) Turn Off for terminated service;
- (Customer Service Representative) Shut Off for delinquency; and
- (Customer Service Representative) Miscellaneous reads, data logger radio reporting, bank draft re-reads, billing re-reads, Customer service re-reads.

WRA also interviewed key staff regarding the operations of the City Customer Services Division, Billing Division, and Field Services Division, in addition to the review of the aforementioned, provided documentation.

4.1 Water Meter Reading and Billing Process

The City Utility Customer Service Manager summarized the work flow for radio and visual/manual meter reading, which is presented in ***Table 4-1*** (City of Cocoa, 2016). ***Figure 4-1*** presents a process flow diagram for the City as described by staff.

Currently, the City Field Services Division is staffed with 21 individuals including: 1 Field Service Manager; 12 Meter Readers; 2 Maintenance Meter Readers; 1 Senior Field Service Representative; 5 Field Service Representatives; and 1 Field Service Office Clerk. **Figure 4-2** presents the current organizational structure. Generally, the meter reading work flow begins with the Field Service Office Clerk creating an export file that defines where and how (manual versus radio) to collect the water meter readings. The Clerk uploads the SunGard files to either the Itron FC300 or Neptune drive-by laptop, depending on the type of meters existing on the route. The Meter Readers collect the data on their assigned route and, regardless of the system read (manual versus radio), the City's Field Service Office Clerk uploads the data to the City's billing information system, SunGard, at the completion of the daily routes. WRA was informed that the billing system software is generally older and specific to the City, howver the sytem has been updated to reflect current conditions. Meter readers cycle through varying routes every two months.

Based on interviews with City staff and the work flow process, there are interdivision communication issues between office and field staff, which lead to several iterations or variations of the same work task. While this issue may appear small, repetitive actions to complete a task is not time efficient. If staff were able to describe issues in a "similar language", tasks could be completed more efficiently with less repetition or iteration. To alleviate this interdepartmental issue, a two-prong approach could be employed: (1) cross-training education; and (2) establish routine mandatory meetings between office and field staff. In respect to cross-training, the intent is not to learn all nuances of each position within the Divisions, but provide enough understanding such that office staff will be cognizant of field staff positions and daily duties and vice versa. It is easier to confer work order requests if a "common language" was used. In conjunction with the cross-training, routine mandatory meetings between office and field staff provide a venue for staff to express and discuss issues, both new and/or reoccurring, more regularly at one time. The meetings are intended to regularly discuss recent, and/or standing, challenges within the division and how to adequately address them together.

Figure 4-3 through ***Figure 4-5*** present the average monthly number of meter reads completed per meter reader employed by the City for 6 or more months for Fiscal Years 2013, 2014, 2015, respectively. ***Appendix B*** provides the data provided to WRA used in generating these figures. Each bar depicted on the figures is representative of an individual water meter reader, with BLUE representing water meter readers who are trained for manual readings, GREEN representing water meter readers who are trained for both manual and radio readings, and RED representing Maintenance Meter Readers who collect water meter readings on cycle/route skipped/re-read water meters.

On average, the number of water meters read by a Field Representative have fluctuated slightly over the last three years. The data does not allow for it to be parsed to determine why a meter was skipped (e.g., dog, bees or snake in the meter box, flooded meter box, etc.). When excluding the extreme outliers in the dataset, there are differences between the three years in respect to the number of water meters read per water meter reader. This may be attributed, in part, to the policy (unofficial) where routes are alternated every two months. Based on interviews with City staff, it is expected that water meter readers read an average 300 to 350 meters per day. Another (unoffical) policy is that a supervisor will counsel any water meter reader who reads average less than 200 meters per day. On average, 222, 184, and 173 meters were read per day for Fiscal Years 2013, 2014, 2015, respectively respectively, assuming a 23 day work month for meter readers employed 6 months or greater by the City. ***Figure 4-3*** through ***Figure 4-5***, based on data provided by the City, indicate a decline in skips.

Based on interviews with City staff, supervision of the meter reading process should be enhanced. The disparity in meter readings attributed to the various meter readers indicates some readers are potentially more productive in their job than others. The meter reading process should more greatly emphasize productivity and accuracy. This should be based upon the division average of meter readings per reader and the assigned route and should be customized in respect to the complexity of the assigned route. If the number of monthly readings is increased on an average basis in the division, it is probable that as much as two positions could be freed up to address manpower deficiencies in other areas of the division to address efficiency and accuracy of the billing process.

There is no identification of unusual consumption prior to uploading the data into the SunGard system. The reading file uploaded into the manual meter devices includes a high/low range for the Customer's average consumption. If the meter reader enters a reading that is out of that range, the Itron handheld will beep alerting the meter reader that there is cause for concern with the reading just entered. The meter reader will then review the reading to ensure he/she read and/or entered it correctly. Generated after the route file is uploaded into the SunGard system from the meter reader devices, exception reports are generated by the City Billing Clerks to address these abnormalities and include: (1) negative reads; (2) high usage; (3) zero usage; (4) missing reads; (5) and possible leak detection. This process averages 60 to 100 exceptions per day. When these abnormalities occur, a re-read work order is generated.

Prior to billing, the City has primarily four "re-read" scenarios to check suspect/flagged meters and water meter data readings: (1) maintenance; (2) billing; (3) finals; and (4) Customer. The work orders generated to gather data due to the four referenced scenarios is a paper work order report, where the Field Representative physically records the collected data. Each scenario is briefly discussed below.

- Maintenance re-read electronic work orders are visual/manual reading assignments issued to a Maintenance Meter Reader and collected the following day after the initial attempt to read the meter. If the meter can be read, the data is collected, uploaded, and forwarded to billing; however, if the meter cannot be read, the Meter Reader codes the meter as skipped in the Itron device and a maintenance re-read work order is automatically created daily on the skip report. The City estimates approximately 1,700 maintenance re-read electronic work orders are completed each month.
- The second scenario is a billing re-read work order. A reported flow of greater than ±10,000 gpd is an automatic trigger for the Billing Division to create the work order. This is initiated from the Billing Division during review of the billing exception report and serve two purposes: (1) to confirm the initial reading; and (2) to check for a possible leak. This is a confirmation check of the initial reading from the day before. The City estimates approximately 500 billing re-read electronic work orders are completed each month.
- The third scenario is the final re-read work order. This is again initiated from the Billing Division during review of the billing exception report and serves two purposes: (1) to confirm the initial reading; and (2) to check for a possible leak. However, this scenario is focused specifically on the final reading. The City estimates approximately 20 final re-read electronic work orders are completed each month.
- The fourth scenario is the Customer re-read work order. These are initiated at the Customer's request to validate their meter reading after billing. If the initial meter reading was correct, the Customer is charged a $30 fee for the re-read. These re-reads are documented on the paper work order and forwarded to the Customer Service Division for follow-up with the Customer. If the initial read was incorrect, the Customer is not charged and the billing is adjusted to correct reading. A new bill with a new due date is sent to the Customer through the Billing Division. The City estimates approximately 40 Customer re-read work orders requested per month.

Based on the data provided by the City for Fiscal Year 2016, there have been a total of 3,621 "misread" water meters within the first six months for a monthly average of approximately 604. This is an approximate 10 percent increase from prior City monthly estimates of 550. The radio controlled meters, which represent 20% of all meters, did not produce any misreads so these figures only represent manually read meters. Assuming 66,960 manually read meters, this equates to an annual projection of approximately 7,248 misread meters for fiscal year 2016, approximately one percent of the entire metered system. It should be noted that these estimates may change at the conclusion of Fiscal Year 2016.

WRA Meter Read Spot Check Verification

*Twelve cycle route books were completed by City water meter readers on August 4, 2016 (**Appendix 2-D**). To spot check and validate water meter reads, a random selection of meter reads, which were identified by the City Billing Division for re-read, were completed by WRA on August 5, 2016. To select the meters to evaluate, six of the twelve cycle route books were selected at random. A quarter of the number of pages per cycle route books identified by the City Billing Division were then selected and re-read by WRA (i.e., two pages of meters were selected from an eight page cycle book). The number of meters per book page varied.*

*On August 5, 2016, WRA re-read 37 water meters, which were originally read on the prior day. WRA found **no** issues with the meter readings collected by the City meter readers during the spot check/validation program.*

Figure 4-6 graphically presents the number of misreads from October 2004 through April 2016. The data for this chart is found in ***Appendix B***. The trend line plotted indicates a general increase over the last eleven years, with dramatic spike upwards since April 2015.

In our interviews with City staff, we were told of several internal policies that affect Customer relations and impact the efficiency of City staff. Two notable policies are the "year-end holiday policy" and the "estimated billing policy". Additionally, the City Council erstablsihed a policy to deal with high water bills refrred to as "the high consumption forgiveness policy". These are individually discussed below.

4.1.1 Year-End Holiday Policy

WRA was informed that the "year-end holiday policy", which is an unofficial policy, was implemented to allow for a relief mechanism for the Customer during the holiday season following Thanksgiving and ending after New Year's. This policy prevents service delinquent shut-offs or closures of services during this timeframe; however, voluntary shut-offs are allowed. It creates a large work backload annually for the City Billing Staff and Field Service Customer Service Representatives, according to those interviewed, which results in a significant amount of bill payment issues, as Customers struggle with post-holiday bills.

4.1.2 Estimated Billings

In extreme circumstances, if Field Representatives cannot read a skipped water meter after two attempts, it is estimated for billing. Allowed reasons for skipped meter reads include: flooded meter box; snakes; insects (bees, wasps, ants, etc.); dogs; vehicle parked on the meter box; scratches on the transparent register dial face; condensation on the meter face; and locked fences. Staff have indicated incidences of where up to two months of skipped/estimated readings occurred due to bees. Several attempts to read a meter are made prior to estimating a bill.

In respect to the estimated bills, the three month average is used. According to Staff, the decision as to why the three month average is used in the billing software is unclear. The billing system is setup to estimate use by Customer and location. The system first attempts to estimate use based on the last three months. The system will then attempt to estimate use based on: (1) the same time during the prior year; (2) average use; and (3) same time during the prior year and each period on either side.

Billing Division Staff expressed concern that if the average is changed, it may place Customers in different billing tier. Customers will receive a new bill once an actual reading is made and entered into the Billing System. ***Figure 4-7*** graphically presents the number of estimated billings from October 2012 through June 2016. Unlike the number of monthly misreads, the trend line plotted indicates a general decline over the last three years with random monthly spikes. This is due to the implementation of the Maintenance Meter Reader positions/re-read processes.

4.1.3 High Consumption Forgiveness Policy

The City also has a very lenient policy regarding high consumption and billing. There are varying degrees as to the extent that a credit can be applied to a Customers account. A Customer can receive a water credit if the bill with high consumption is over $50 for the billing period and 50 percent greater than most recent six month average. If the high consumption overlaps a two month period, the City will calculate the credit on both months. Customers on Cocoa sewer are given a sewer credit reduction to the average use. Customers are also allowed one credit per twelve month period. Because of this policy, and presented on ***Table 4-2***, the City credited Customers over $250,000 in bill adjustments in Fiscal Year 2014 and approximately $250,000 in bill adjustments in Fiscal Year 2015 (***Table 4-3***). As indicated on ***Table 4-4***, the City credited Customers over $160,000 in bill adjustments from October through April in Fiscal Year 2016 and is projected to exceed $280,000.

4.2 Findings

Based on the review of the materials provided by the City and interviews of City staff:

- The City lacks official written procedures for daily work tasks and for situational events (e.g., high consumption complaints);
- The billing software is generally older and specific to the City, making it difficult to modernize and is generally incompatible with other billing software or available GIS based billing software;
- There are interdepartmental communication issues between office and field staff, which lead to several iterations or variations of the same work task;

- The use of manual meters is time inefficient and prone to human errors;
- Meter readers cycle through varying routes every two months (i.e., two readings per meter in the route) before switching routes;
- The City does not accurately understand the level of meters read per day according to data presented to WRA. They have stated that meters are read on an average of 300-350 per day but the data shows far less.
- The number of water meters read annually vary significantly between meter readers;
    - If the number of monthly readings is increased on an average basis in the division, it is probable that as much as two positions could be freed up to address manpower defiencies in other areas of the division to address efficiency and accuracy of the billing process.
- Work orders are paper and are a multi-step process to re-read the meters with a higher potential for human error;
- In extreme circumstances, the Billing Division has allowed up to two months of estimated billing due to circumstances, which include, but are not limited to: flooded meter box; snakes; bees or other dangerous animals occupying the meter box; dogs; vehicle parked on the meter box; scratches on the transparent register dial face; condensation on the meter face; and locked fences;
- There is a lack of public education/outreach that may be contributing to high consumptive use; and
- There are unofficial policies being employed that impact the efficiency of the City staff, including: the Year-End Holiday Policy; and Estimated Billing process.
- The Council approved policy refered to as “the High Consumption Forgiveness Policy” is costing the City significant revenue.

5.0 RECOMMENDATIONS

The three preceding chapters discussed the main components of the utility system: (1) water meter accuracy; (2) processes that affect accuracy of meter readings; and (3) evaluation of meter reading and billing process effectiveness. While the components have room for improvement based on the data collected and interviews completed in the course of this audit, it is our professional opinion that the meter reading and billing processes effectiveness component listed above has the greatest opportunity for significant gains over a shorter timeframe. The recommended adjustments to these components are anticipated to have measurable positive effects on the City finances and efficiency. Based on the findings of this audit, this chapter specifically discusses issues faced by the City and the recommended solutions based on the conclusions drawn from the preceding chapters of this report.

5.1 Chapter Conclusions

5.1.1 Chapter 2: Water Meter Accuracy

Based on the review of the materials provided by the City and interviews of City staff:

- According to City staff, the City lacks official documentation regarding meter installation, maintenance, testing, or replacement, but does generally follow guidelines established by the AWWA (2012).
- Over the history of their use, the City notes only three recent cases where radio meter components were found to be ineffective or faulty and were due to a malfunctioning meter chip and/or a stuck meter.
- The results of the meter accuracy validation program and overseen by WRA indicate that the meters employed by the City are relatively accurate and improve in accuracy as flow through the meter increases.
    - The AWWA guideline meter accuracy test conducted for the minimum flow rate uses 0.25 gpm flow rate. While 36 (out of 100) of the water meters failed to meet the AWWA accuracy range limit during the minimal flow rate testing, it is noted that the failures were in favor of the Customer, not the City, although the rate and total volume was low.
        - In a recent AWWA case study of twelve utilities, the investigators noted seven of the twelve utilities completing flow meter accuracy testing did not pass the AWWA minimum flow accuracy test (Shields et al., 2013). It was noted that errors "*typically occur at minimum flow rates when the available instrumentation does not have a small enough gradation on the scale or when sufficient volumes are not collected to minimize the uncertainty of the measurement.*" (Shields et al., 2013). This study's conclusions are in general agreement with WRA's findings during this audit.
    - When the intermediate flow rate test of 2 gpm was conducted, the number of meters failing to meet the AWWA accuracy range limit was significantly reduced to 14 (out of 100) meters. Of the 14 meter failures, 10 water meters registered on average 0.37 percent higher than the AWWA accuracy limit of 101.5 percent and in favor of the City, while the remaining 4 meters registered on average 0.26 percent lower than the AWWA accuracy limit of 98.5 percent and were in favor of the Customer.
    - For the maximum flow rate test of 15 gpm, the number of meters failing to meet the AWWA accuracy range limit was reduced to 1 meter (out of 100). This meter registered in favor of the Customer and was 0.34 percent below the lower AWWA accuracy limit and in favor of the Customer.
    - Overall, 64 percent and 86 percent of the 100 meters tested fell within the acceptable minimum and intermediate flow accuracy range recommendation of the AWWA guidelines (2012), respectively, while 99 percent fell within the acceptable maximum flow accuracy range recommendation of the AWWA guidelines (2012).
    - If the three AWWA flow meter accuracy tests completed per meter were averaged and the wider 95 to 101 percent AWWA accuracy range was used as the standard, 15 meters (out of 100) would not have met these criteria. For this example, these meters on average were approximately 17 percent below the lower accuracy limit and registered in favor of the Customer.

The City should consider further evaluating the potential for converting the manual read meters to radio read meters to improve time efficiencies in water meter reading. ***Figure 5-1*** provides a potential projection

for a swap from a manual to radio system, assuming the data in ***Table 5-1*** and a conversion rate of 10 and 20 percent, respectively. However, the cost of this conversion effort would be significant.

5.1.2 Chapter 3: Processes That Affect Accuracy of Meter Readings

Based on the review of the materials provided by the City and interviews of City staff:

- The City lacks official written procedural documentation for reading water meters;
- Water meter reading training is not standardized (i.e., follow, watch, and learn);
- Water meter readings are flagged by the Billing staff to be re-read for multiple established reasons, Including:
    - (1) skipped readings for condensation under and/or scratching on the transparent register dial face, bees, snakes, or other dangerous animals that may periodically occupy the meter box, etc., (2) have high or negative consumptive use; (3) have no consumptive use (i.e., potentially indicating a stuck meter); and (4) transcription error;
- Re-read water meter work orders are originated electronically and are provided as paper work orders.
    - Data collected by Field Services Representative/Maintenance Meter Readers are recorded on the paper work order then transcribed into the billing system;
    - Transcription errors and/or data entry errors have occurred from the paper work order with this system process, resulting in inaccurate water use readings and inaccurate billing to the Customer; and
- There are no official documented policies regarding the retention of the paper work orders completed by Field Services Representative/Maintenance Meter Readers.

5.1.3 Chapter 4: Evaluaion of Meter Reading and Billing Process Effectiveness

Based on the review of the materials provided by the City and interviews of City staff:

- The City lacks official written procedures for daily work tasks and for situational events (i.e., high consumption complaints);
- The billing software is generally older and specific to the City, making it difficult to modernize and is generally compatible with other billing software or available GIS based billing software;
- There are interdepartmental communication issues between office and field staff, which lead to several iterations or variations of the same work task;
- The use of manual meters is time inefficient and prone to human errors;
- Meter readers cycle through varying routes every two months (e.g., two readings per meter in the route) before switching routes;
- The number of water meters read annually vary significantly between meter readers;
    - If the number of monthly readings is increased on an average basis in the division, it is probable that as much as two positions could be freed up to address manpower defiencies in other areas of the division to address efficiency and accuracy of the billing process.
- Work orders are paper and are a multi-step process to re-read the meters, leading to a higher potential for human error;
- In extreme circumstances, the Billing Division has allowed up to two months of estimated billing due to circumstances, which include, but are not limited to: flooded meter box; snakes or dangerous insects (bees, wasps, ants, etc.) in the meter box; dogs; vehicle parked on the meter box; scratches on the meter face; condensation in the meter face; and locked fences;
- There is a lack of public educaiton/outreach that may be contributing to to high consumptive use; and
- There are policies being employed that impact the efficiency of the City staff, including: the Year-End Holiday Policy; the High Consumption Forgiveness Policy; and the Estimated Billing process.

5.2 Recommendations

For ease of presentation, ***Table 5-2*** provides the City a select list of WRA noted issues and recommendations.

5.3 Summary of Key Recommendations

As presented on ***Table 5-2***, WRA presents a menu of recommendations to improve water meter use, water meter reading accuracy, and process effectiveness. WRA has not identied any inherent problems that have

resulted in chronic and consistent inaccuracy with meter reading results and associated billing to customers; however, WRA has identified several focused areas for the City to improve the overall accuracy and efficiency of the meter reading and utility billing process. These areas include: documenting procedures; converting to radio read water meters; eliminating all paper work orders; and improving the high consumption forgiveness policy.

- *Procedural Documentation*: While the City staff generally follow industry guidelines, the City lacks official written procedural documentation for: (1) water meter installation, maintenance, testing, and replacement; reading water meters; (2) water meter reading; (3) billing processes for daily work tasks and situational events; and (4) water meter reading. WRA recommends that written official City standard operating procedures should be developed and followed.
- *Transition to Radio Meters to Improve Meter Reading Efficiency*: The City currently utilizes two types of meters: manual and radio meters. While both meter types are relatively accurate, based on independent testing and oversight by WRA, the manual meters have potential human error issues ranging from: complications with reading the meter (i.e., condensation in or scratching on the meter face; bees, snakes, and other dangerous animals periodically occupying the meter box; etc.); difficulties locating the meter; incorrectly reading the unit; and transcription errors of the data into handheld units or on paper work orders. Manual meters are read on foot, meter by meter, and entered into a hand-held unit. The radio read meters are read meter by meter from a vehicle, in most cases, making it more time efficient than reading meters by foot. The radio meters rarely result in transcription errors, as the data is collected electronically and is readily imported into the electronic billing system. WRA recommends expediting the replacement of manual meters with radio controlled meters.
- *Paper Work Orders*: Re-read water meter work orders are originated electronically and are provided as paper work orders. Field Representatives collect the paper work orders from a “outbox” in the office, visit the site, collect the meter reading, record the volumetric usage data on the paper work order, return to the office, and return the paper work order to an “inbox”. The hand-written data is then entered electronically into the City’s billing system and archived into the City’s Laserfiche repository. Errors can occur in the meter read, transcription of the data on the paper work order, and transcription of the data from the paper work order to electronic billing system. WRA recommends that the paper work order system be eliminated and replaced with a computer tracked system to minimize errors.
- *High Consumption Forgiveness Policy*: Based on independent testing completed and overseen by WRA, the water meters used by the City are relatively accurate. Based on the information provided in respect to high consumption forgiveness, one of the primary means to recover lost revenue for the City would be to refine the protocols for high consumption use. The City credited Customers over $250,000 in bill adjustments in Fiscal Year 2014 alone, approximately $250,000 in bill adjustments in Fiscal Year 2015, and the first seven months of Fiscal Year 2016 has exceeded $160,000. This is lost revenue. WRA recomends the City should consider revision of this policy.

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TABLES

Table 2-1. Types of meters for water measurement (Represented Table 2-1; AWWA, 2012).

Type	Usual Range of Sizes in.	Usual Range of Sizes mm
I. Displacement		
A. Nutating disc	½–2	13–50
B. Oscillating piston	½–2	13–50
II. Nondisplacement		
A. Velocity		
Multijet	⅝–2	15–50
Singlejet	⅝–6	15–150
Fluidic oscillator	½–2	13–50
Magnetic-pickup turbine	¼–12	6–300
Turbine	¾–20	20–500
Propeller	2–72	50–1,800
Proportional	3–12	80–300
B. Differential pressure		
Fixed opening, variable differential		
Orifice	2–24	50–600
Venturi, flow nozzle, flow tube	2–84	50–2,100
Pitot tube	Unlimited	
Variable opening, fixed differential rotameter	¼–4	6–100
C. Electronic velocity		
Electromagnetic	⅒–72	2–1,800
Ultrasonic	½–72	13–1,800
D. Level measurement		
Weir, Parshall flume, etc.	Unlimited	
III. Compound		
A. Standard compound	2–8	50–200
B. Fire service	3–12	80–300

Table 2-2. Provided route and meter information.

SERVICE AREA	CYCLE ROUTE	RECLAIMED METERS	WATER METERS	RADIO READ METERS	MANUAL READ METERS	TOTAL METERS READ MONTHLY	TOTAL METERS READ ANNUALLY
Cocoa	68	2,204	16,710	7,713	11,201	18,914	226,968
Cocoa Beach	22	0	4,685	306	4,379	4,685	56,220
Cape Canaveral	8	0	3,083	333	2,750	3,083	36,996
Merritt Island	66	0	18,580	5,683	12,897	18,580	222,960
Port St. John	23	0	8,890	319	8,571	8,890	106,680
Rockledge	39	1,641	12,700	1,306	13,035	14,341	172,092
Suntree/Viera	33	0	18,031	5,615	12,416	18,031	216,372
Titusville	1	0	309	7	302	309	3,708
Other	1	0	9	7	2	9	108
TOTAL:	**261**	**3,845**	**82,997**	**21,289**	**65,553**	**86,842**	**1,042,104**

NOTE: The City does not own or read the 1,641 reclaimed meters in Rockledge; however, we do merge the provided monthly readings to bill the consumption. We also read them mid-cycle as accounts are created or terminated.

Table 2-3. Representation of AWWA Table 5-3 (AWWA, 2012).

Displacement Meters (AWWA C700 and C710)													
	Maximum Rate (All Meters)				Intermediate Rate (All Meters)				Minimum Rate (New and Rebuilt)				Minimum (Repaired)
Size	Flow Rate†	Test Quantity††		Accuracy Limits	Flow Rate**	Test Quantity††		Accuracy Limits	Flow Rate	Test Quantity††		Accuracy Limits	Accuracy Limits
in.	*gpm*	*gal*	*ft³*	*percent*	*gpm*	*gal*	*ft³*	*percent*	*gpm*	*gal*	*ft³*	*percent*	*percent (min)*
½	8	100	10	98.5–101.5	2	10	1	98.5–101.5	¼	10	1	95–101	90
½ × ¾	8	100	10	98.5–101.5	2	10	1	98.5–101.5	¼	10	1	95–101	90
⅝	15	100	10	98.5–101.5	2	10	1	98.5–101.5	¼	10	1	95–101	90
⅝ × ¾	15	100	10	98.5–101.5	2	10	1	98.5–101.5	¼	10	1	95–101	90
¾	25	100	10	98.5–101.5	3	10	1	98.5–101.5	½	10	1	95–101	90
1	40	100	10	98.5–101.5	4	10	1	98.5–101.5	¾	10	1	95–101	90
1½	50	100	10	98.5–101.5	8	100	10	98.5–101.5	1½	100	10	95–101	90
2	100	100	10	98.5–101.5	15	100	10	98.5–101.5	2	100	10	95–101	90

Table 4-1. Meter reading processes for each reading device (City of Cocoa, 2016).

Step	Reading Device/Technology	
	Radio Frequency (Neptune) (~20,500)	Visual/Manual (Itron) (~63,200)
1	Customer Service manages utility file maintenance in SunGard for meter type and serialization to customer account, assigned service fees, customer assigned cycle and route, etc. that makeup the billing profile and sequence for the customer. The Billing file is subdivided into many smaller routes within a single cycle.	
2	Billing file route is uploaded onto NOMAD 900 computer by Field Service Office Clerk.	Billing file route is uploaded into Itron FC300 handheld device by Field Service Office Clerk.
3	Readings are automatically collected as reader passes by each RF meter	Reader visits each address in attempt to visually collect reading
4	Reads are downloaded from the device to N-Sight 900 mobile computer and transferred and uploaded to City network	Reader manually keys the read into the Itron FC300 or handwrites the read on hardcopy printout
5	n/a	Reads are downloaded from FC300 device onto the City network and handwritten reads are sent to the billing office in City Hall

Table 4-2. Fiscal Year 2014 Customer Service and Field Service Report.

FY 2014		TOTALS
Customer Service	High Cons Adjustments - Number	779
	High Cons Adjustments - Total Amount	$ 259,269.24
	High Cons Adjustments - Average	*$ 332.82*

Table 4-3. October through April Fiscal Year 2015 Customer Service and Field Service Report.

FY 2015		TOTALS
Customer Service	High Cons Adjustments - Number	696
	High Cons Adjustments - Total Amount	$ 249,785.32
	High Cons Adjustments - Average	*$ 358.89*

Table 4-4. October through April Fiscal Year 2016 Customer Service and Field Service Report.

FY 2016		TOTALS
Customer Service	High Cons Adjustments - Number	511
	High Cons Adjustments - Total Amount	$ 168,795.96
	High Cons Adjustments - Average	*$ 330.32*

Table 5-1. Projection of 10 and 20 percent conversion rate from manual to radio meters.

YEAR	MANUAL METER	RADIO METER[1]	RADIO METER PERCENT	MANUAL METER	RADIO METER[2]	RADIO METER PERCENT
2017	65,553	21,289	24.5%	65,553	21,289	24.5%
2018	63,424	23,418	27.0%	61,295	25,547	29.4%
2019	61,082	25,760	29.7%	56,186	30,656	35.3%
2020	58,506	28,336	32.6%	50,055	36,787	42.4%
2021	55,673	31,169	35.9%	42,697	44,145	50.8%
2022	52,556	34,286	39.5%	33,868	52,974	61.0%
2023	49,127	37,715	43.4%	23,273	63,569	73.2%
2024	45,356	41,486	47.8%	10,560	76,282	87.8%
2025	41,207	45,635	52.5%			
2026	36,644	50,198	57.8%			
2027	31,624	55,218	63.6%			
2028	26,102	60,740	69.9%			
2029	20,028	66,814	76.9%			
2030	13,347	73,495	84.6%			
2030	5,997	80,845	93.1%			

NOTES:

1. ASSUMING A 10 PERCENT METER CONVERSION PER YEAR.

2. ASSUMING A 20 PERCENT METER CONVERSION PER YEAR.

Table 5.2. Issues and Recommendations

AREA OF EVALUATION	ISSUE	RECOMMENDATION	IMPACT
CHAPTER 1: WATER METER ACCURACY	Lack of written official City procedures for water meter installation, maintenance, testing, and replacement	Although the City staff state they use AWWA procedures, for water meter installation, maintenance, testing, the city should have procedures that are custom to the City operations rather than the more generic AWWA procedures.	Improved and more consistent procedures.
	The validation testing completed by WRA indicated 64 percent and 86 percent of the 100 meters tested fell within the acceptable minimum and intermediate flow accuracy range recommendation of the AWWA guidelines (2012), respectively, while 99 percent fell within the acceptable maximum flow accuracy range recommendation of the AWWA guidelines (2012).	Any customer complaints regarding meter accuracy should be completed via bench testing, unless the customer would prefer a faster result with a field check.	Increased confidence in meter accuracy/calibration results.
	Difficulty in reading the manual read water meters register	The use of a radio system reduces human error (interpretation, recording, transcription, etc.); therefore, the City should move towards the radio read water meter system rather than the manual read water meter system.	The investment in the more radio read water meters will result in a reduction in expenditures related to high consumption forgiveness and human error related to meter reading and data input.
CHAPTER 2: PROCESSES THAT AFFECT ACCURACY OF METER READINGS	Lack of written official City procedures for water meter reading	Written official City procedures for water meter reading should be developed and followed and should also include an established level of documentation for re-read situations (i.e., bees: photograph of nest; scratched: photograph of scratched regulator, high or no consumption, etc.).	More efficient meter reading process and less cost due to reduction in "skip" reads.
	Current use of paper work orders	Use of paper work orders should be eliminated and replaced with electronic recording devices to reduce transcription errors into the billing system.	More efficient billing since human error will be significantly reduced.
		Re-read meters should provide a level of documentation reflective of the rationale for the re-read (i.e., bees: photograph of nest; scratched: photograph of scratched regulator, high or no consumption, etc.).	
CHAPTER 3: EVALUATION OF METER READING AND BILLING PROCESS EFFECTIVENESS	Lack of written official City procedures for billing processes for daily work tasks and situational events (i.e., high consumption complaints)	Written official City procedures for billing processes for daily work tasks and situational events should be developed and followed.	Improved and more consistent procedures.
		Use of paper work orders should be eliminated and replaced with electronic recording devices to reduce transcription errors into the billing system.	More efficient billing since human error will be significantly reduced.

Table 5.2. Issues and Recommendations (Continued)

AREA OF EVALUATION	ISSUE	RECOMMENDATION	REVENUE IMPACT
CHAPTER 3: EVALUATION OF METER READING AND BILLING PROCESS EFFECTIVENESS	Meter reading efficiency	It is recommended that the City consider the transition away from manual read water meters to radio read water meters due to the increased efficiency during the meter reading process.	Less meter reading errors and more captured loss revenue.
		Water meter reader routes should be "owned" by the meter reader for a minimum of six months before switching routes. This would allow for the reader to be accustom to the route and familiar meter locations to be more efficient in planning their daily reading route and reducing "skip reads" due to unfamiliarity with meter surroundings.	Greater efficiency in the number of meter reads per reader when the meter reader if familiar with the circumstances of their route.
		After training the meter readers to deal with situations resulting in "skip reads", the two positions that are utilized for re-reads should be eliminated and the positions repositioned where they will have greater impact on reducing reading errors and collection of lost revenue. The meter reader positions can be evaluated to keep only the higher performing meter readers.	Holding each meter reader to a higher standard for performance will increase efficiency and reduce the number of meter readers necessary allowing a shifting of positions to areas where they are better utilized.
		Underperforming meter readers need to be counseled , if not performing at a level equal at least to the department average for meter reads per month and year.	
		Each water meter reader should have an established number of water meters read monthly and annually based upon the assigned route and department average of meter readings per reader.	
	Outdated Billing Department software	It is recommended that all of the billing procedures be electronic. Paper work orders need to be eliminated, as it allows multiple avenues for data entry issues. The City should begin an evaluation process to upgrade the billing system, preferably with GIS and graphical presentation capabilities. This will allow City Billing Department Staff to readily locate potential issues geographically and evaluate prior customer billing/billing trends, which will allow for better communication with Field Staff Representatives who are sent to a customer address to evaluate potential issues related to meter reading and billing.	The use of a GIS based system will improve the efficiency of the Billing Department and be a cost-savings.
	Lack of interdepartmental communications	To alleviate this interdepartmental issue, we recommend a two-prong approach: (1) cross-training education; and (2) establish routine mandatory meetings between office and field staff. In respect to cross-training, the intent is not to learn all nuances of each position within the City, but provide enough understanding such that office staff will be cognizant of field staff positions and daily duties and vice versa. It is easier to confer work order requests if a “common language” was used. In conjunction with the cross-training, routine mandatory meetings between office and field staff provide a venue for staff to express and discuss issues, both new and/or reoccurring, more regularly at one time.	Improved efficiency from reduced time spent redoing tasks or doing tasks incorrectly due to inability to communicate effectively.
	Customer education	The City should evaluate alternative bill presentations to better educate the customer monthly. For example, graphically (bar chart) depicting water use over a rolling year so the customer can visually compare that month’s water use to their water use from the same month in the previous year, as well as note trends in their water use.	Increased customer awareness will result in less City time spent in dealing with complaints regarding water use and/or billing policies. Additionally, the City will be less exposed to forgiving high water bills due to leaks.
		A reference to the City’s webpage and bill stuffers with a simplified and bulleted list of what a customer can research, such as leak detection, water conservation, or rebates, etc. would be advantageous.	
		The City should also evaluate other avenues to educate customers such as quarterly, semi-annual or annual information newsletter.	

Table 5.2. Issues and Recommendations (Continued)

AREA OF EVALUATION	ISSUE	RECOMMENDATION	REVENUE IMPACT
CHAPTER 3: EVALUATION OF METER READING AND BILLING PROCESS EFFECTIVENESS	Year-End Holiday Policy	The unofficial “year-end holiday policy” needs to be reconfigured. Possibly "no turn off during Christmas holiday period" would work better for all concerned. While the good-will intent of the unofficial policy is admirable, it creates a hardship on the City Billing Department Staff and City Field Services Staff due to the backlog and results in a significant amount of bill payment issues ranging from no to significantly late payment. Additionally, customer relations are hurt due to customers dealing with much higher water bills after the holiday season when their personal finances may be reduced.	This will actually increase customer relations and billing efficiency by not having to deal with large water bills after the holiday season ends.
	Current "estimated" billing process	The goal of estimated billing should not exceed one month as a maximum.	Improve customer relations
	High Consumption Forgiveness Policy	The City credited customers over $250,000 in bill adjustments in Fiscal Year 2014 alone, approximately $250,000 in bill adjustments in Fiscal Year 2015, and the first seven months of Fiscal Year 2016 has exceeded $160,000. This policy needs to be revisted to reducev loss of revenue.	Significant lost revenue will be captured by making the customer more responsible for their leaks and eliminate unwarranted requests for "high bill forgiveness" due to irresponsible use of water.

FIGURES

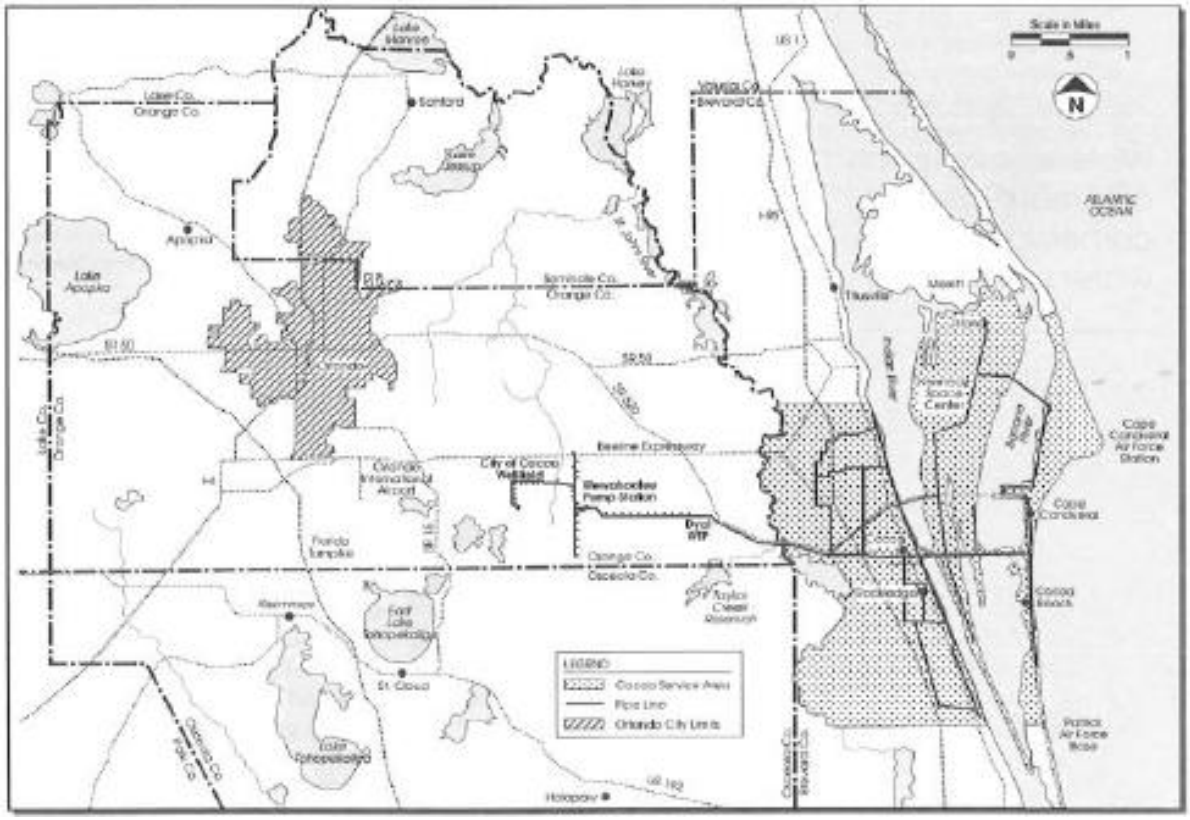


Figure 1-1. City of Cocoa Utilities Service Area (Provided by the City of Cocoa).



Figure 2-1. Example of an analog, manual read, meter.



Figure 2-3. Example of a digital, radio meter by Neptune Technology Group®. This meter is reading 0.18 gallons.



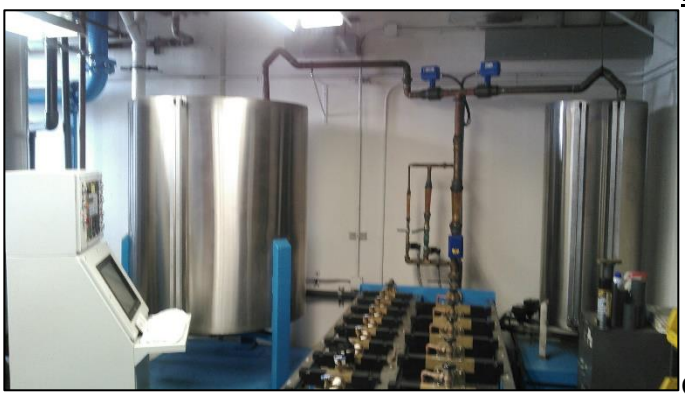
Figure 2-2. Example of an analog, manual read, Itron FC300 handheld unit.



Figure 2-4. Example of N Sight 900 mobile collector unit and the Neptune NOMAD 900 by Neptune Technology Group®.


A


B


C


D

Figure 2-5. A through C is the MARS Bench Test equipment. D is the field test equipment.

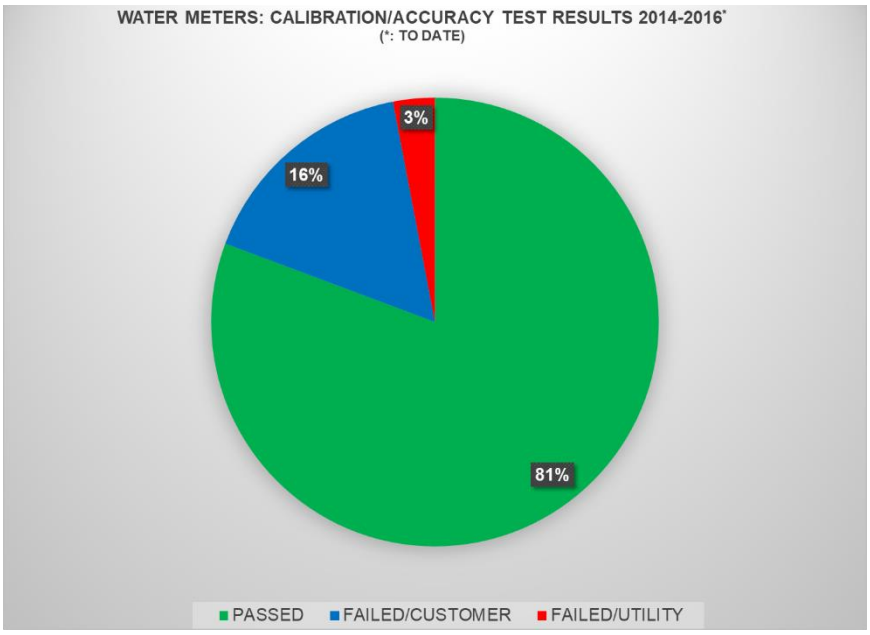


Figure 2-6. Utility calibration/accuracy test results 2014 through 2016 (to date) excluding cancelled work orders.

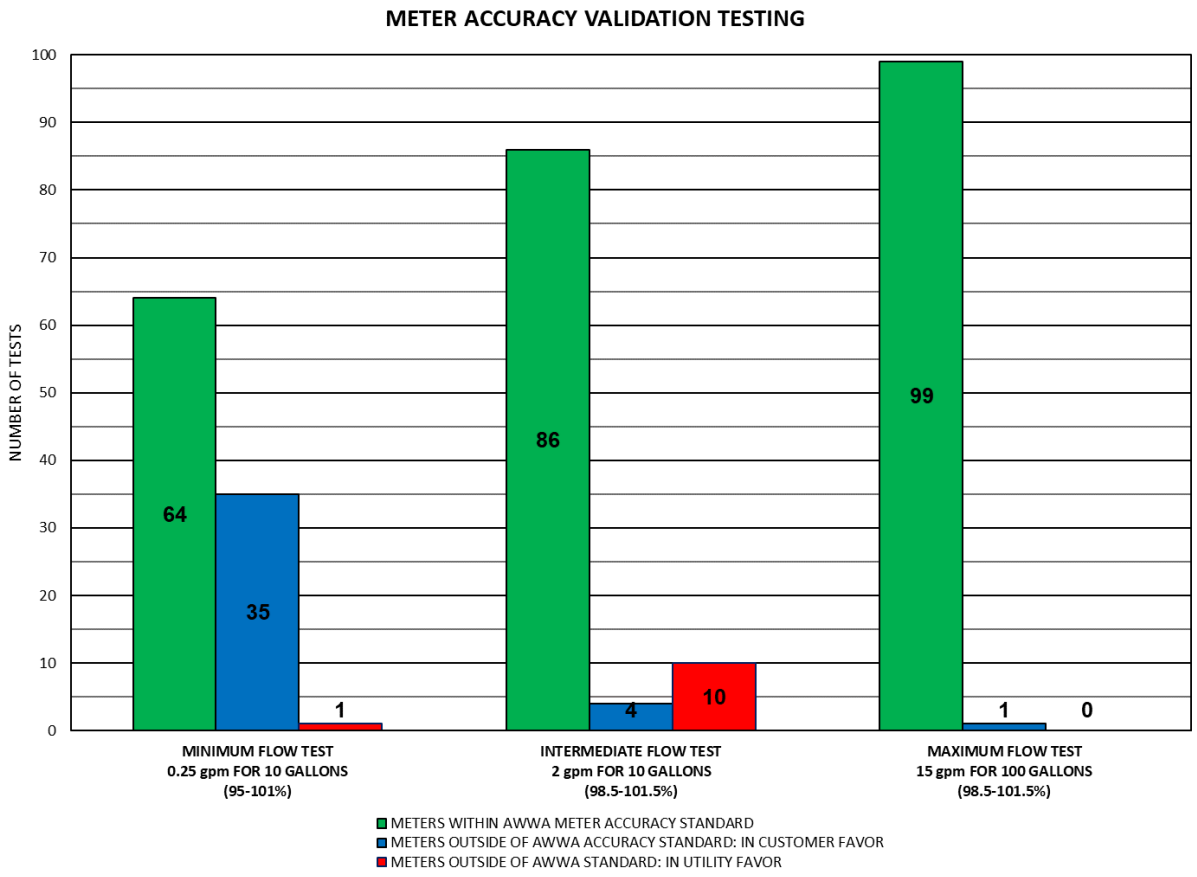


Figure 2-7. Overall meter accuracy validation program results.

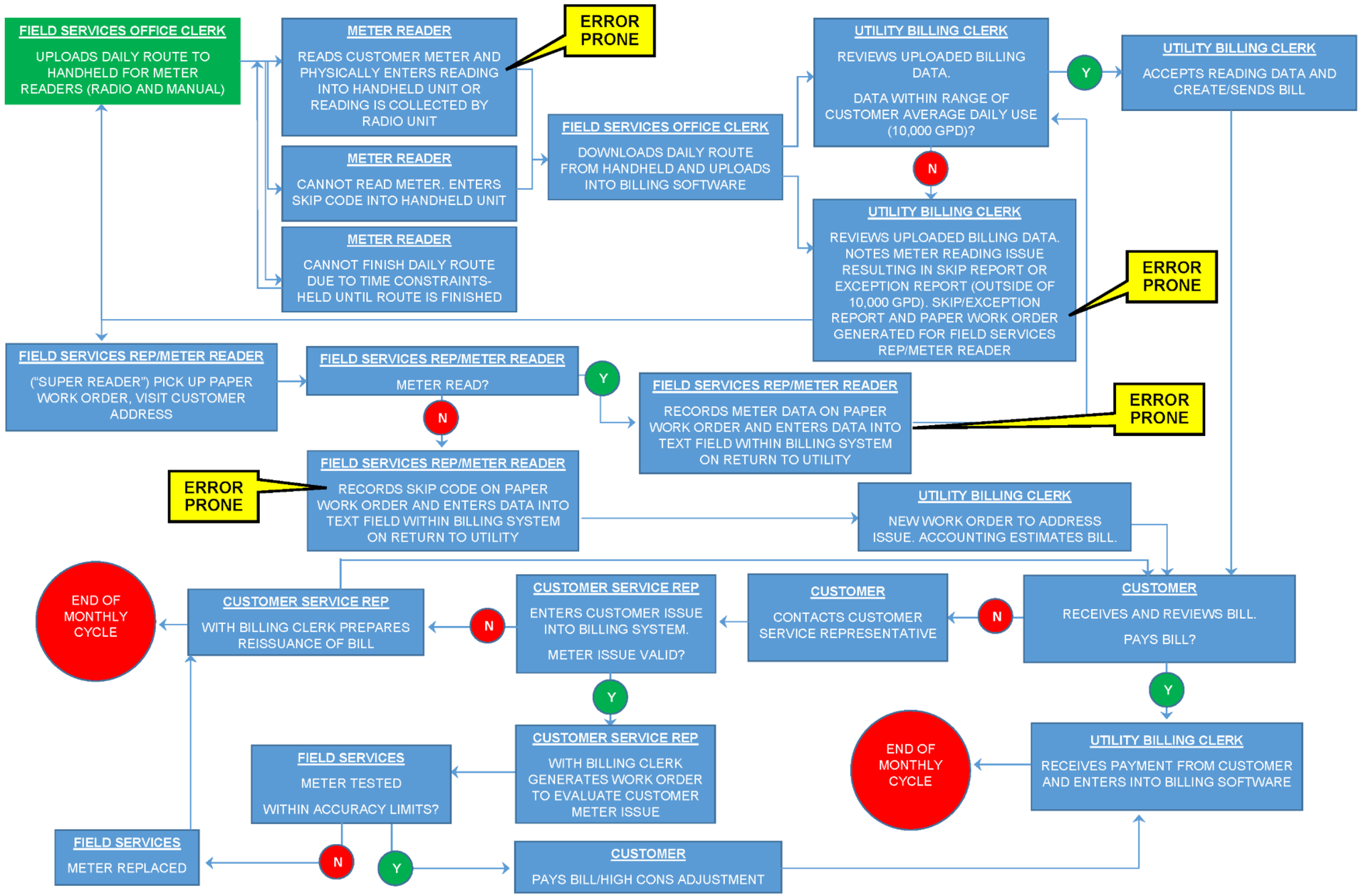


Figure 4-1. Meter Reading Process Flow Diagram.

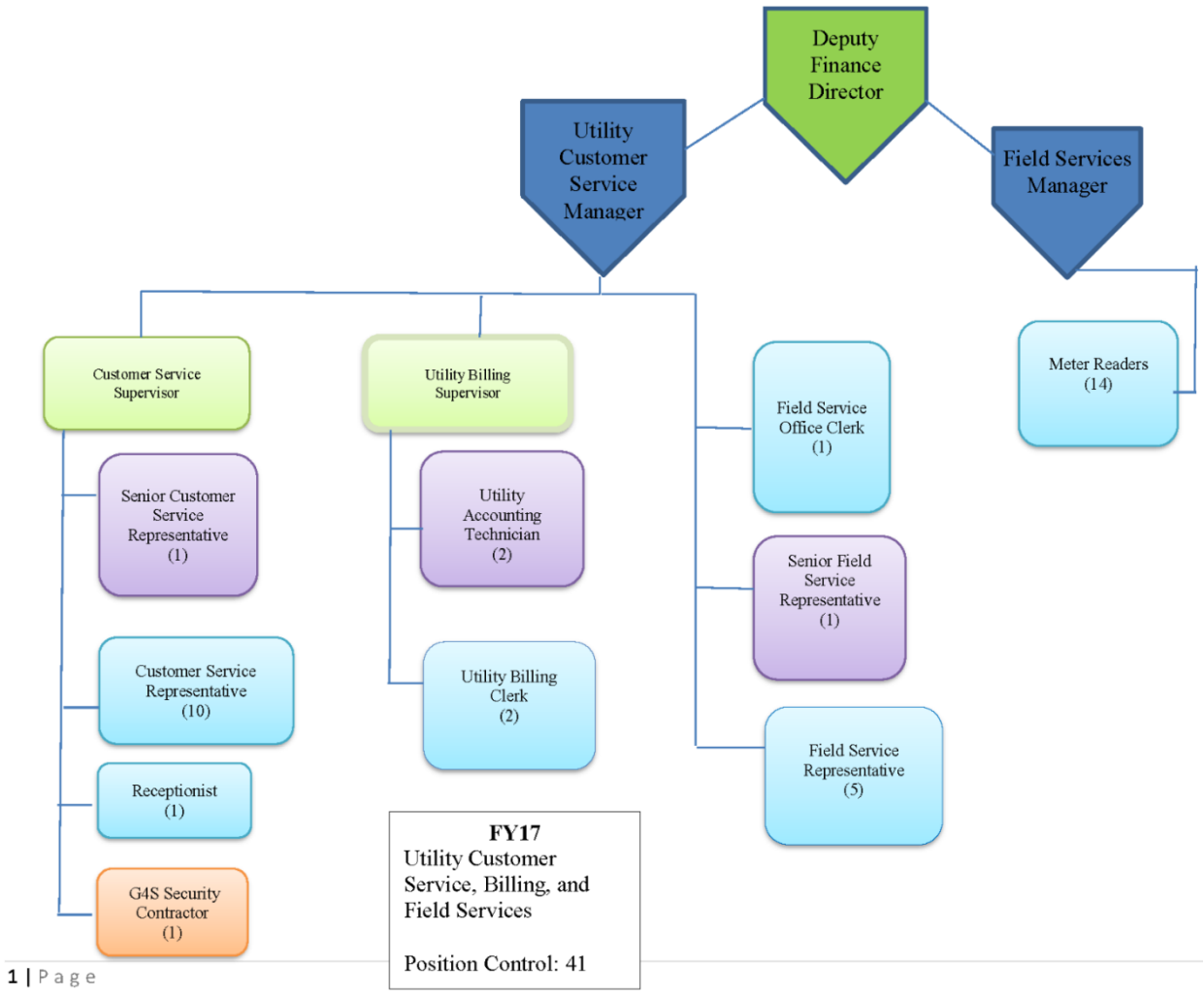


Figure 4-2 Organization (Fiscal Year 2017).

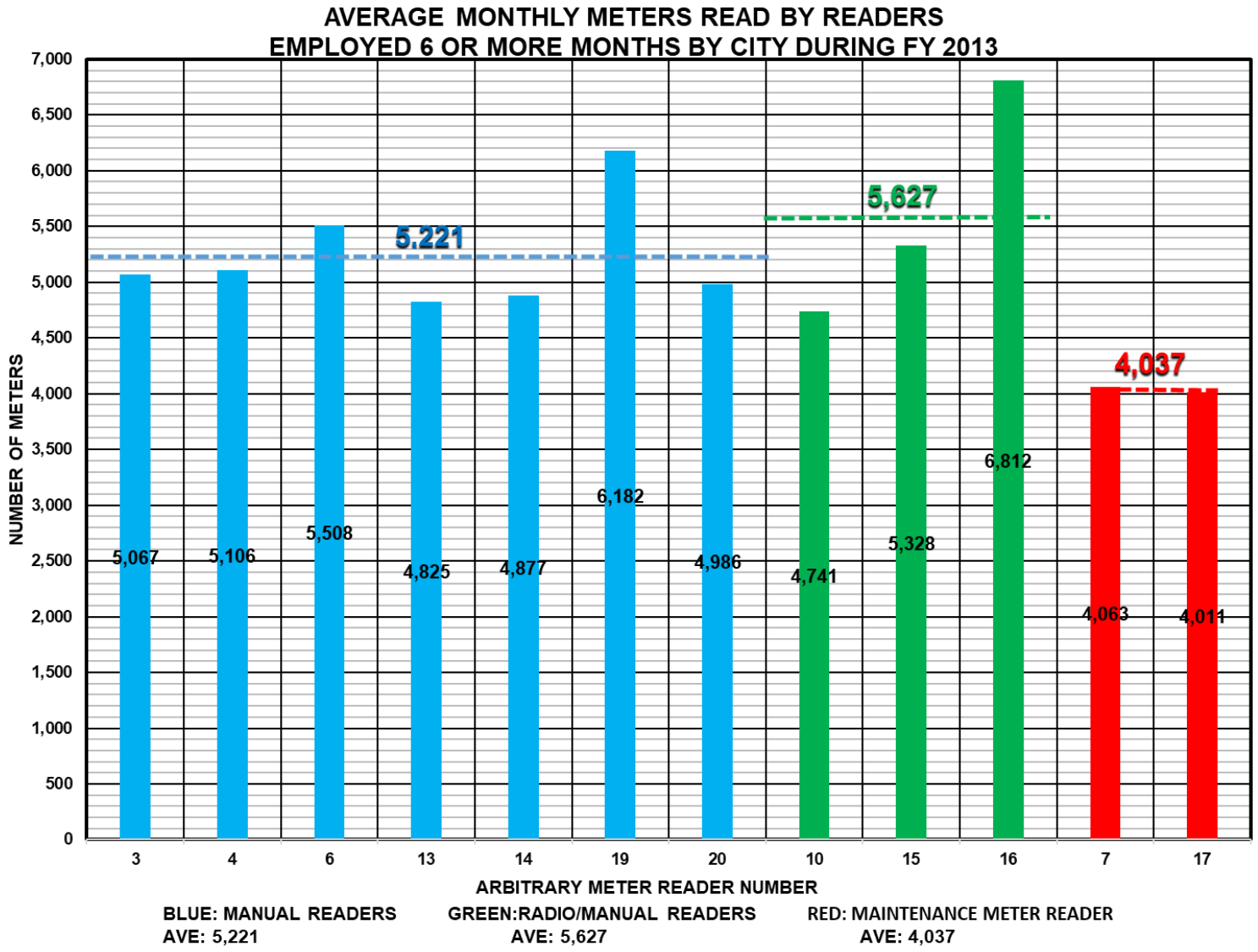


Figure 4-3 Average monthly meter reads per City meter readers assumed to be employed by the City for 6 months or morre during Fiscal Year 2013.

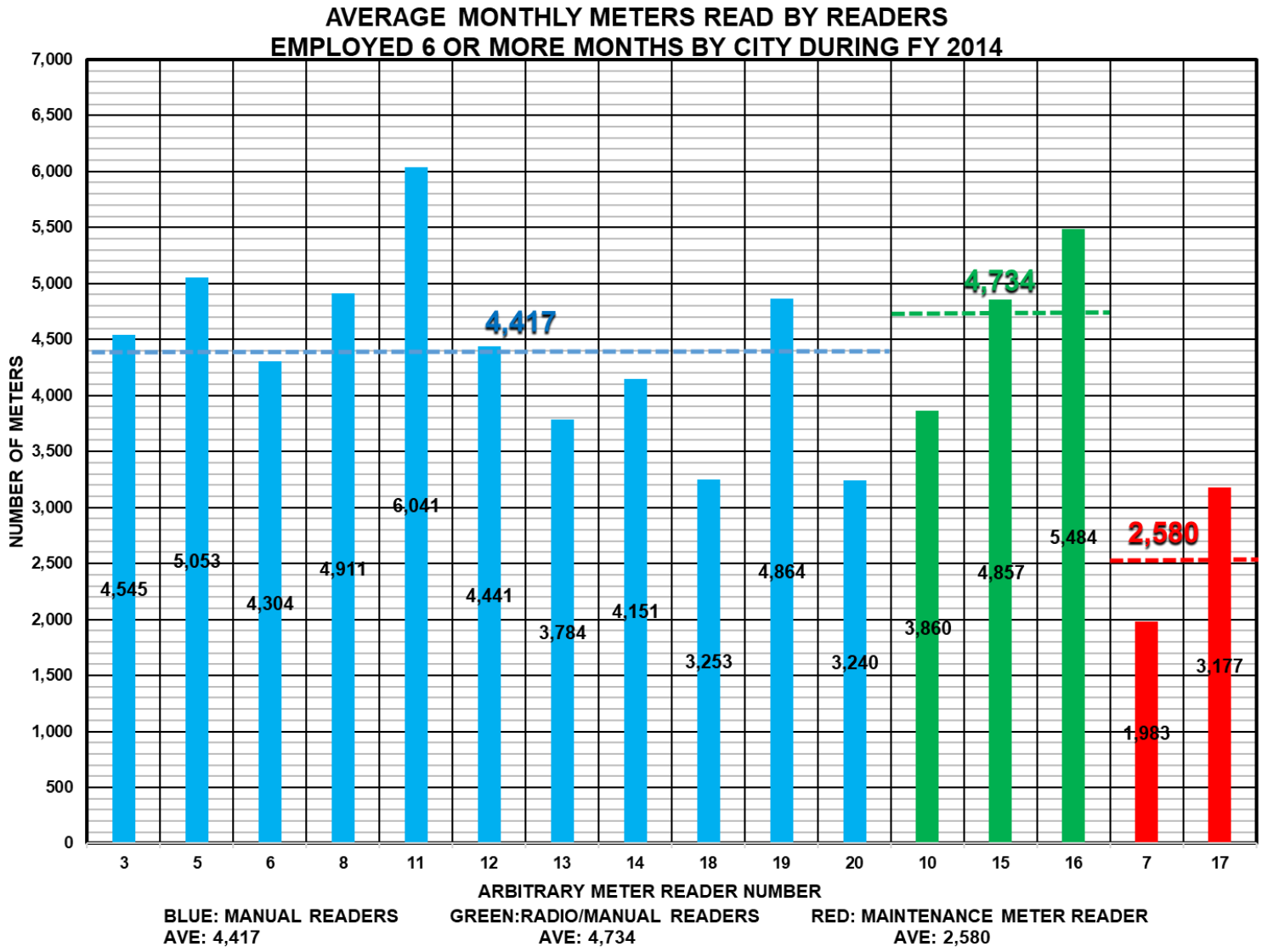


Figure 4-4 Average monthly meter reads per City meter readers assumed to be employed by the City for 6 months or morre during Fiscal Year 2014.

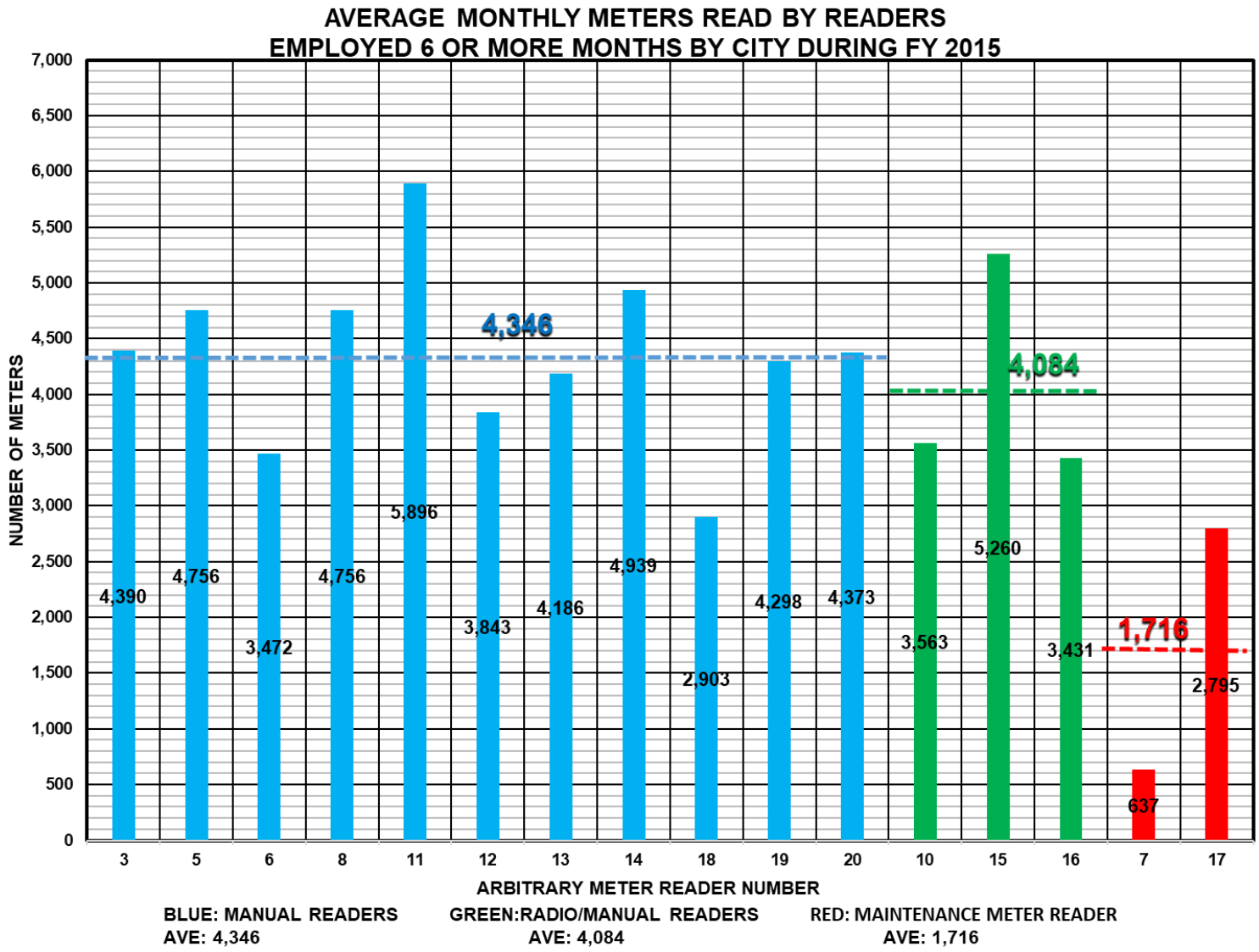


Figure 4-5 Average monthly meter reads per City meter readers assumed to be employed by the City for 6 months or morre during Fiscal Year 2015.

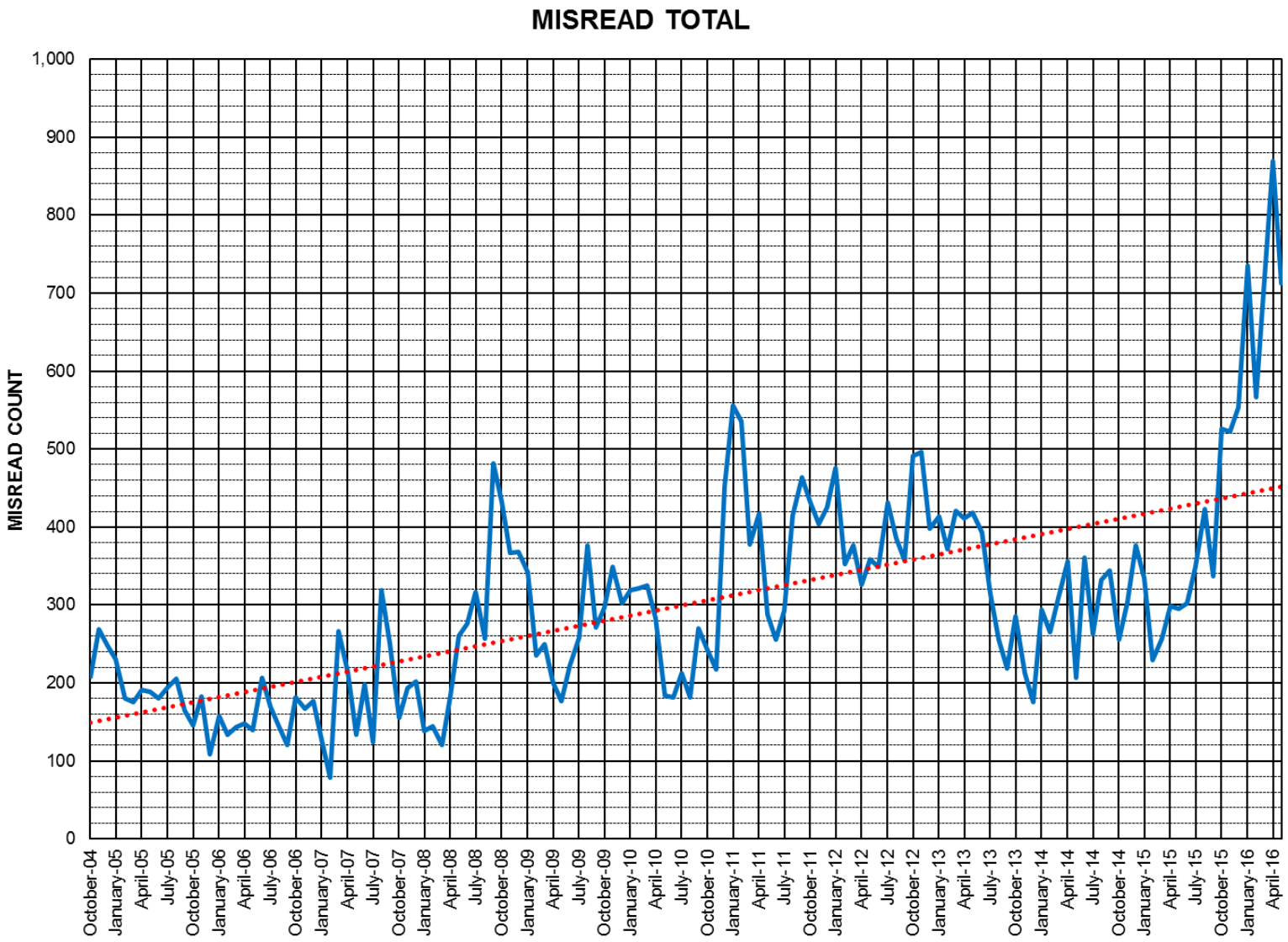


Figure 4-6. Total misreads per month from October 2004 through April 2016.

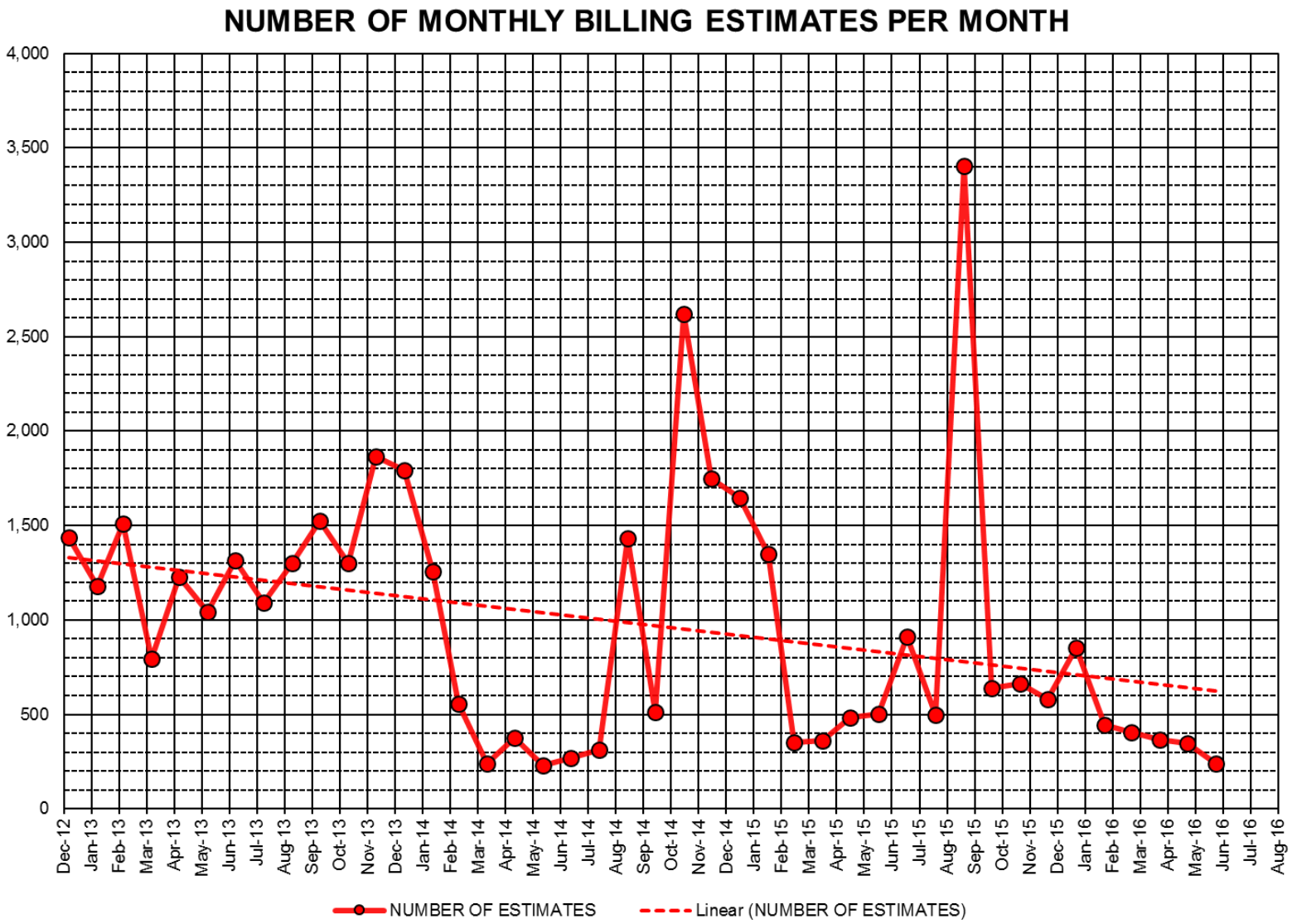


Figure 4-7. Number of monthly billing estimates from October 2012 through June 2016.

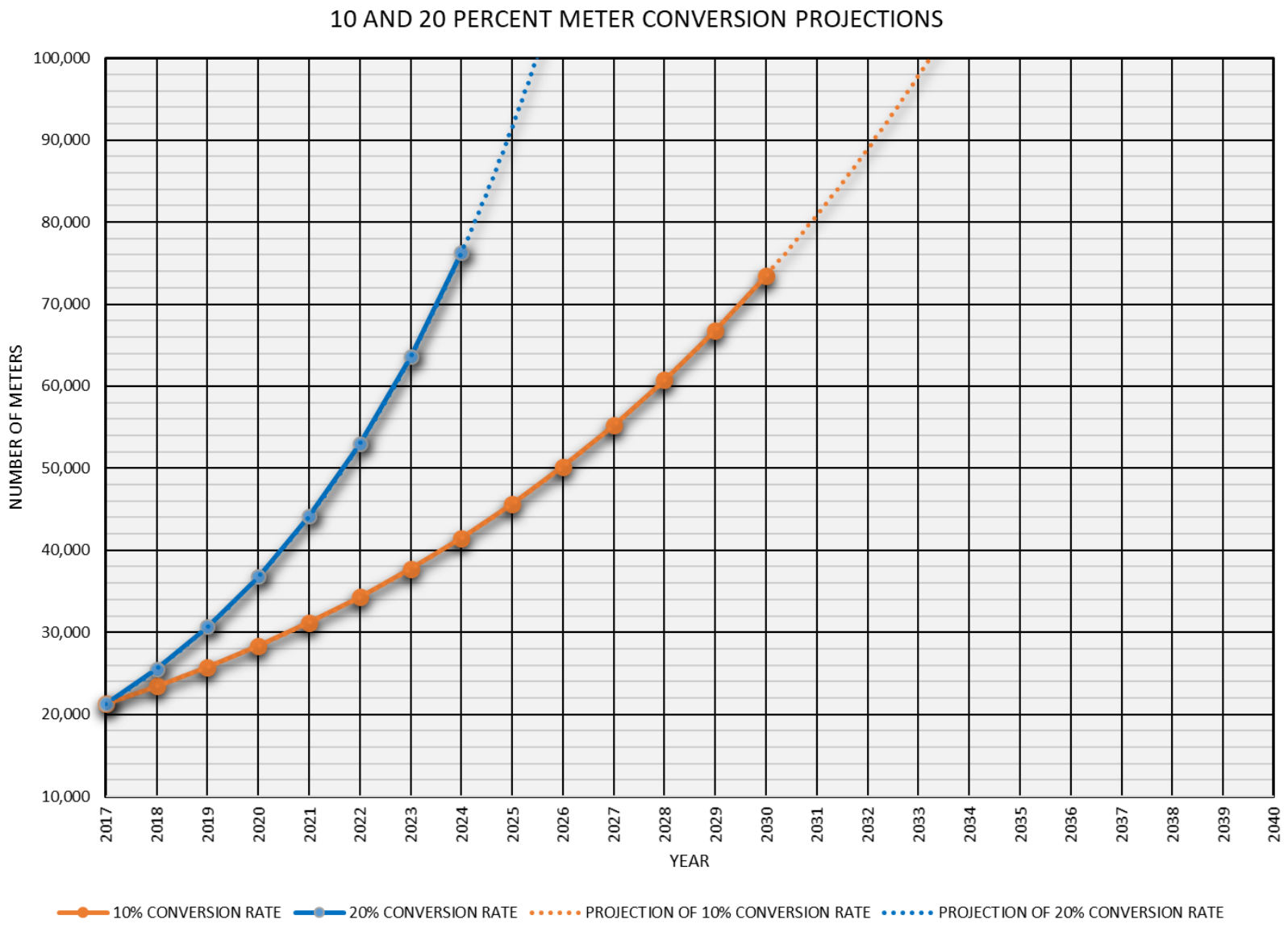


Figure 5-1. Projection of 10 and 20 percent conversion rate from manual to radio meters.

APPENDIX A:
AWWA (2012) MANUAL OF WATER SUPPLY PRACTICES: M6

APPENDIX B:
CITY PROVIDED ELECTRONIC DATA (DVD)

APPENDIX C:
INDEPENDENT METER TESTING DATA

INDEPENDENT METER ACCURACY TESTING
DECEMBER 2016
CITY OF COCOA, FLORIDA
WRA Project No. 1269

METER TEST	TEST GROUP	ADDRESS	RADIO/MANUAL	DATE TESTED	LOW FLOW TEST (95-101%)	FAILURE DIFFERENTIAL	MID-FLOW TEST (98.5-101.5%)	FAILURE DIFFERENTIAL	HIGH FLOW TEST (98.5-101.5%)	FAILURE DIFFERENTIAL
1	10	287 Marion Place, Merritt Island, FL 32953	MANUAL	12/14/2016	100.20		101.00		100.22	
2	3	4786 Merlot Drive, Rockledge, FL 32955	RADIO	12/12/2016	**0.00**	**-95.00**	99.70		100.13	
3	3	4776 Merlot Drive, Rockledge, FL 32955	RADIO	12/12/2016	**85.30**	**-9.70**	98.70		99.75	
4	3	4766 Merlot Drive, Rockledge, FL 32955	RADIO	12/12/2016	**0.10**	**-94.90**	101.10		99.73	
5	3	4756 Merlot Drive, Rockledge, FL 32955	RADIO	12/12/2016	**86.70**	**-8.30**	101.10		100.37	
6	3	4746 Merlot Drive, Rockledge, FL 32955	RADIO	12/12/2016	96.00		100.90		99.27	
7	3	4736 Merlot Drive, Rockledge, FL 32955	RADIO	12/12/2016	**94.70**	**-0.30**	101.20		99.77	
8	3	4726 Merlot Drive, Rockledge, FL 32955	RADIO	12/12/2016	**90.30**	**-4.70**	100.20		99.47	
9	2	4716 Merlot Drive, Rockledge, FL 32955	RADIO	12/12/2016	**65.80**	**-29.20**	**94.89**	**-3.61**	99.73	
10	2	4706 Merlot Drive, Rockledge, FL 32955	RADIO	12/12/2016	**90.50**	**-4.50**	100.30		100.09	
11	6	4696 Merlot Drive, Rockledge, FL 32955	RADIO	12/13/2016	**87.20**	**-7.80**	**97.30**	**-1.20**	100.34	
12	6	4686 Merlot Drive, Rockledge, FL 32955	RADIO	12/13/2016	99.00		101.20		100.06	
13	6	4676 Merlot Drive, Rockledge, FL 32955	RADIO	12/13/2016	**94.50**	**-0.50**	100.70		99.88	
14	6	4656 Merlot Drive, Rockledge, FL 32955	RADIO	12/13/2016	**86.00**	**-9.00**	**97.00**	**-1.50**	100.00	
15	6	4646 Merlot Drive, Rockledge, FL 32955	RADIO	12/13/2016	**94.20**	**-0.80**	100.50		100.32	
16	6	4636 Merlot Drive, Rockledge, FL 32955	RADIO	12/13/2016	**94.00**	**-1.00**	101.10		100.38	
17	6	4626 Merlot Drive, Rockledge, FL 32955	RADIO	12/13/2016	**94.20**	**-0.80**	101.10		100.80	
18	3	4616 Merlot Drive, Rockledge, FL 32955	RADIO	12/12/2016	**92.60**	**-2.40**	100.00		100.16	
19	6	4606 Merlot Drive, Rockledge, FL 32955	RADIO	12/13/2016	**83.40**	**-11.60**	99.00		100.16	
20	1	4596 Merlot Drive, Rockledge, FL 32955	RADIO	12/12/2016	**1.10**	**-93.90**	**97.48**	**-1.02**	100.12	
21	10	255 Stewart Drive, Merritt Island, FL 32952	RADIO	12/14/2016	97.19		101.00		99.45	
22	6	240 Stewart Drive, Merritt Island, FL 32952	RADIO	12/13/2016	99.10		101.30		99.86	
23	9	245 Stewart Drive, Merritt Island, FL 32952	RADIO	12/13/2016	97.50		100.10		100.75	
24	6	235 Stewart Drive, Merritt Island, FL 32952	RADIO	12/13/2016	97.20		101.20		100.32	
25	9	225 Stewart Drive, Merritt Island, FL 32952	RADIO	12/14/2016	**0.00**	**-95.00**	101.00		98.82	
26	1	210 Stewart Drive, Merritt Island, FL 32952	RADIO	12/12/2016	**93.29**	**-1.71**	100.70		99.43	
27	1	200 Stewart Drive, Merritt Island, FL 32952	RADIO	12/12/2016	95.29		**101.61**	**0.11**	100.23	
28	1	190 Stewart Drive, Merritt Island, FL 32952	RADIO	12/12/2016	**93.09**	**-1.91**	100.80		99.82	
29	1	185 Stewart Drive, Merritt Island, FL 32952	RADIO	12/12/2016	**92.79**	**-2.21**	100.30		99.63	
30	1	180 Stewart Drive, Merritt Island, FL 32952	RADIO	12/12/2016	**88.28**	**-6.72**	**101.81**	**0.31**	100.11	
31	1	175 Stewart Drive, Merritt Island, FL 32952	RADIO	12/12/2016	**92.59**	**-2.41**	100.80		99.71	
32	1	170 Stewart Drive, Merritt Island, FL 32952	RADIO	12/12/2016	95.59		100.50		99.65	
33	2	5159 South Tropical Trail, Merritt Island, FL 32952	RADIO	12/12/2016	96.90		**101.70**	**0.20**	100.51	
34	2	5165 South Tropical Trail, Merritt Island, FL 32952	RADIO	12/12/2016	**93.70**	**-1.30**	100.50		99.82	
35	7	5175 South Tropical Trail, Merritt Island, FL 32952	RADIO	12/14/2016	95.50		100.60		100.17	
36	7	5185 South Tropical Trail, Merritt Island, FL 32952	RADIO	12/14/2016	96.70		100.90		100.00	
37	2	5215 South Tropical Trail, Merritt Island, FL 32952	RADIO	12/12/2016	95.70		100.80		99.91	
38	1	5397 South Tropical Trail, Merritt Island, FL 32952	RADIO	12/12/2016	**94.89**	**-0.11**	101.31		100.14	

INDEPENDENT METER ACCURACY TESTING
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39	2	5399 South Tropical Trail, Merritt Island, FL 32952	RADIO	12/12/2016	97.40		101.10		100.24	
40	2	5455 South Tropical Trail, Merritt Island, FL 32952	RADIO	12/12/2016	95.20		100.00		99.53	
41	2	64 Knollwood Drive, Rockledge, FL 32955	MANUAL	12/12/2016	96.00		100.20		99.30	
42	1	63 Knollwood Drive, Rockledge, FL 32955	MANUAL	12/12/2016	**94.19**	**-0.81**	**101.61**	**0.11**	99.28	
43	2	62 Knollwood Drive, Rockledge, FL 32955	MANUAL	12/12/2016	96.00		100.20		99.20	
44	2	61 Knollwood Drive, Rockledge, FL 32955	MANUAL	12/12/2016	97.00		100.20		99.20	
45	8	59 Knollwood Drive, Rockledge, FL 32955	MANUAL	12/14/2016	96.00		100.00		100.20	
46	8	58 Knollwood Drive, Rockledge, FL 32955	MANUAL	12/14/2016	**0.00**	**-95.00**	**102.00**	**0.50**	100.60	
47	8	57 Knollwood Drive, Rockledge, FL 32955	MANUAL	12/14/2016	96.00		100.00		99.70	
48	10	56 Knollwood Drive, Rockledge, FL 32955	MANUAL	12/14/2016	96.19		101.00		99.42	
49	10	55 Knollwood Drive, Rockledge, FL 32955	MANUAL	12/14/2016	98.20		101.00		100.32	
50	10	54 Knollwood Drive, Rockledge, FL 32955	RADIO	12/14/2016	95.99		101.20		100.04	
51	4	352 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	**92.18**	**-2.82**	100.00		99.66	
52	7	351 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	98.00		101.00		101.00	
53	7	350 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	95.00		100.00		99.40	
54	7	349 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	99.00		101.00		100.50	
55	4	348 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	96.19		100.00		99.56	
56	9	347 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	96.81		101.00		100.20	
57	4	346 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	97.19	**2.19**	101.00		99.16	
58	4	345 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	99.20	**4.20**	101.00		99.56	
59	4	344 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	**0.00**	**-95.00**	99.00		**98.16**	**-0.34**
60	7	343 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	98.00		101.00		99.50	
61	4	341 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	98.20		101.00		99.20	
62	4	340 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	98.20		100.00		99.06	
63	3	339 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/12/2016	96.00		101.20		100.24	
64	4	338 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	97.19		100.00		99.66	
65	5	337 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	95.01		101.00		100.16	
66	7	336 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	99.00		101.00		99.00	
67	3	335 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/12/2016	97.00		**102.20**	**0.70**	99.74	
68	5	334 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	97.80		101.00		100.56	
69	9	332 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	99.80		101.00		100.60	
70	7	328 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	101.00		101.00		100.60	
71	7	326 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	99.00		101.00		100.50	
72	7	324 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	99.00		101.00		100.40	
73	9	323 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	97.80		101.00		100.30	
74	9	322 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	97.80		101.00		100.30	
75	9	321 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	98.80		100.00		100.10	
76	10	320 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	**8.02**	**-86.98**	101.00		100.72	

INDEPENDENT METER ACCURACY TESTING
DECEMBER 2016
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77	10	319 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	95.19		101.00		99.72	
78	10	318 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	100.20		100.00		100.42	
79	10	317 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/14/2016	98.20		100.00		99.52	
80	5	316 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	**94.81**	**-0.19**	101.00		100.16	
81	5	315 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	97.80		101.00		100.16	
82	5	314 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	96.81		101.00		100.66	
83	4	313 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	98.20		100.00		99.96	
84	4	312 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	99.20		100.00		99.86	
85	5	311 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	98.88		**102.00**	**0.50**	100.56	
86	5	310 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	96.81		100.00		99.76	
87	5	309 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	98.80		100.00		100.16	
88	5	308 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	**102.79**	**1.79**	101.00		100.56	
89	5	306 Jack Drive, Cocoa Beach, FL 32931	MANUAL	12/13/2016	99.80		**102.00**	**0.50**	100.76	
90	8	111A East Alachua Lane, Cocoa Beach, FL 32931	MANUAL	12/14/2016	**91.00**	**-4.00**	100.00		100.00	
91	8	117 East Alachua Lane, Cocoa Beach, FL 32931	MANUAL	12/14/2016	100.00		101.00		100.40	
92	8	125 East Alachua Lane, Cocoa Beach, FL 32931	MANUAL	12/14/2016	98.00		101.00		99.70	
93	8	131 East Alachua Lane, Cocoa Beach, FL 32931	MANUAL	12/14/2016	**92.00**	**-3.00**	101.00		100.20	
94	9	104 East Leon Lane, Cocoa Beach, FL 32931	RADIO	12/14/2016	97.90		**101.80**	**0.30**	100.04	
95	8	110 East Leon Lane, Cocoa Beach, FL 32931	MANUAL	12/14/2016	98.00		101.00		99.90	
96	8	118 East Leon Lane, Cocoa Beach, FL 32931	MANUAL	12/14/2016	**1.00**	**-94.00**	100.00		100.70	
97	10	124 East Leon Lane, Cocoa Beach, FL 32931	MANUAL	12/14/2016	99.20		**102.00**	**0.50**	100.12	
98	8	132 East Leon Lane, Cocoa Beach, FL 32931	MANUAL	12/14/2016	**3.00**	**-92.00**	100.00		100.20	
99	9	138 East Leon Lane, Cocoa Beach, FL 32931	MANUAL	12/14/2016	98.80		101.00		100.20	
100	9	144 East Leon Lane, Cocoa Beach, FL 32931	MANUAL	12/14/2016	95.81		101.00		100.00	

Customer Service Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8400 I Fax: (321) 433-8408

February 27, 2018

Water Meter Reading Accuracy and Utility Billing Process Audit Management Response

Objective and Scope

Staff proposed a joint project to review both Utility Meter Management and Utility Billing Management to provide the City Staff and City Council through a review of current City of Cocoa water meter and billing management by reviewing internal metering and billing policy compliance, conduct verification on meter equipment to determine accuracy, and provide recommendations, if warranted, to strengthen internal controls and safeguard asset resources.

On March 22, 2016, Cocoa City Council authorized the City Manager to sign task order #2016-11 with Water Resource Associates, Inc. (WRA) under the Water Resources Consultant Service Agreement Amendment #3 for the review of City of Cocoa Utility Meter and Billing Management. The proposal submitted by WRA, and presented to Council, is available as attachment #A.

Assessment

The initial kick-off meeting was held on May 5, 2016, and included members from WRA, Customer Service, Billing, Field Services, Finance, Information Technology, and Water Field Operations. Shortly thereafter WRA requested to revise the proposal task descriptions, attachment #B. It was decided at this time thirty (30) meters would be randomly chosen by WRA to undergo calibration testing, which ultimately ended up being 100 meters. Throughout the process, staff remained available and provided all requested data and remained an active participant throughout the audit.

As the four chapters were completed a draft was sent by WRA for staff review in early September 2016. Upon review, staff compiled a list of questions on a variety of topics. These questions were supplied to WRA on September 24, 2016. WRA agreed to review the questions within the report and reply back to staff their comments.

In January 2017, WRA provided a response to the City's questions within chapters 1 and 4. Staff reviewed these updates and supplied feedback with additional questions about the document to WRA; however, due to unforeseen circumstances with a personal emergency of a WRA employee close to the project, the audit was placed on hold until late April 2017.

On April 25, 2017, staff received a copy of the draft final report sent from WRA through the City Manager's office. Staff reviewed the report and still had some questions with the document. Some of this information was shared with WRA in October 2017.

On November 16, 2017, WRA supplied a revised and final version of the report.

Response to Issues and Recommendations (Table 5.2 pages 23-25)

1. Topic: Official, formal City procedures and polices (Water Meter Accuracy page 23)

   Throughout the WRA report, it is stated, "The City lacks official written policies or procedures..." and, "The City lacks formal written policies or procedures...". The use of the words are interchangeable; however, it should be noted the City has an official, formal written policy adopted by Cocoa City Council titled the Customer Service Policy Manual, attachment B, which is part of the Utilities Handbook. The topics covered in the Customer Service Policy Manual address/outline policies where it concerns a customer.

   The Utilities Handbook is a very important tool used frequently by Staff, shared on our website, and cited to support direction on a regular basis. Current revisions of the Utilities Handbook have been put on hold until the completion of this audit. Staff agrees it is vital to keep the Utilities Handbook updated and is currently working on a revision to bring to Cocoa City Council soon. Staff is also working on developing a formal procedure manual to be used for training and reference purposes.

2. Topic: Difficulty in reading the manual read water meter registers (Water Meter Accuracy page 23)

   Staff has developed a plan to systematically move forward with converting manual read meter registers to radio read meter registers. As Water Field Operations maintenance crews respond to work orders submitted by Customer Service and Billing staff, the WFO crew will install a radio register and/or a new box top with radio antenna while visiting the meter box for an unrelated issue. This conversion will translate efficiency gains in meter reading, billing, and customer support functions. The recent Neptune Ranger handheld meter reading device recently approved by Council will aid staff in the ability to read routes mixed with both manual and radio meter registers.

3. Topic: Current use of paper work orders (Processes That Affect Accuracy of Meter Readings page 23)

   Staff agrees that a computerized work order management system used to generate, assign, route, prioritize, document a disposition, and provide analytics to management would benefit the City by reducing transcription errors, increase response time, provide clarity to work in progress, and eliminate a lot of duplication of efforts.

4. Topic: Meter Reading Efficiency (Evaluation of Meter Reading and Billing Process Effectiveness page 24)

   The two Maintenance Read positions have been reclassified and one is a Field Service Customer Service Representative to assist with the increase in work requests and the other became a Senior Meter Reader to aid in the transition of the Field Service Manager's impending retirement in 2018. Meter Reading staff is now going back and picking up their own maintenance "skip reads" with the assistance of the Senior Meter Reader. Having the Senior Meter Reader involved in the process allows for daily oversight of the amount of meters skipped.

   WRA suggests, on page 11 of the report and in the findings, the meter reading process lacks efficiency due to reading errors, number of reads, and a general disparity in productivity. Staff agrees progress can be made with consistent oversight in these areas, and as such is one of the reasons a Meter Reader position was reclassified to a senior position to aid in these efforts.

5. Topic: Lack of interdepartmental communications (Evaluation of Meter Reading and Billing Process Effectiveness page 24)

   The Utility Customer Service Manager and Water Field Operations Manager promote a healthy dialog at least weekly and sometimes daily. Time is regularly invested by each manager and respective staff to understand how processes affect operations across departments. They both recognize the benefits of regular, collaborative communication and set the standard and example for others to follow. Notwithstanding, staff will work to identify additional opportunities to increase interdepartmental communications and coordination.

6. Topic: Customer education (Evaluation of Meter Reading and Billing Process Effectiveness page 24)

   Staff began looking at alternative bill presentations at the time of this audit and saw the benefits of redesigning the bill early on. The City is the contractual billing agent for many services of surrounding municipalities/entities. The current bill does not adequately convey which services are the City of Cocoa's and which belong to the another municipality or entities, often leaving customer's with the perception the City is the host provider of all the services. Staff has begun work on a bill redesign and intends to move towards testing and implementation in 2018.

   Staff participated in creating a video tutorial that explains how to read a water meter and how the water consumption is billed. The topics covered in the video are in a response to a few frequently asked questions of our water customers. This video has been posted on social media, the website, and plays on the lobby televisions at City Hall. Staff has received a lot of positive feedback about this video being helpful to customers.

7. Topic: Year-End Holiday Policy (Evaluation of Meter Reading and Billing Process Effectiveness page 25)

   Following revelation of the policy and its impact to operations, the City Manager, whom implemented the policy to provide relief to customers during the holiday season, revised the policy. The policy no longer extends during the entire holiday season. The only two weeks delinquent customers are not processed (shut-off) for non-payment are the week of Thanksgiving and the week of Christmas.

8. Topic: Current "estimated" billing process (Evaluation of Meter Reading and Billing Process Effectiveness page 25)

   The goal has always been not to estimate a bill more than one month. Staff goes to great lengths to avoid estimating a bill at all by documenting numerous attempts to read and re-read a meter before an estimated bill is generated; however, there are occasional and rare circumstances beyond staff's control that require an estimated bill such as hurricane, bees in box, flooding of meter box, etc.

9. Topic: High Consumption Forgiveness Policy (Evaluation of Meter Reading and Billing Process Effectiveness page 25)

   Complaints due to unexplained water loss are difficult for customers to understand as they face a financial hardship to pay for the water loss and often do not have answers as to where or how the water was lost. The majority of customers expect staff to be able to tell a customer where the water was lost/leaked. A considerable amount of time is spent helping a customer triage the cause of the water loss by going through a checklist of possibilities that customers might not have considered to evaluate. Often with unexplained water loss, customers point to the meter hardware as the failure as their explanation. Customers also do not want to pay for water they don't believe they used regardless of the accuracy of the meter. The current high consumption policy takes all use over the customer's average and bills it at the first tier, lowest water rate for their location (inside or outside). It is believed this is the cost of producing, treating, and delivering the water to the customer.

Management Summary

Staff is in agreement a thorough re-write of the Utilities Handbook, specifically the Customer Service Division Policy Manual, is necessary. Many business processes are currently being evaluated for opportunity of improved efficiency and will be included in a forthcoming revision that will be presented to City Council.

Staff has made progress in the area of educating the customer on meter technology, meter reading, and billing processes by releasing a short video explaining some of these concepts. Staff will continue to work with the Public Relations Specialist to generate additional educational videos and infographic

flyers. Staff is also working on re-designing the water bill in an effort to help customers outside the City understand the City of Cocoa is a billing agent for many agencies services, for which are displayed, on their "water bill". Staff feels this will help re-shape the perception customers have about their "Cocoa Water Bill" due to these other entity service fees for which the City bills on their behalf.

Staff has made progress in procuring new meter reading devices that will allow a Meter Reader to read routes mixed with radio and manual read meter registers. This technology will allow the City to move forward with converting the meter registers to radio while achieving more efficiency in meter reading processes.

Staff agrees with using the American Water Works Association (AWWA) standards for testing meters as they also establish the standards for manufacturing water meters in North America. Staff believes all 100 meters tested by WRA provided results within the accuracy limits for compliance consistent with the AWWA guidelines, as outlined in the AWWA M6 Meter Manual.

Staff also believes the meter manufacture, Neptune, is one of the largest manufacturers of water meters who stand behind their product offering a 10 year warranty and is highly regarded in the water utility industry. The most common type of metering device most often used in residential and small commercial applications, and used by the City of Cocoa, is the positive displacement water meter as they are generally very accurate. It is understood that meters will slow to register consumption over time as the meter ages which is always to the customer's advantage.

Staff is in support of the existing high consumption forgiveness policy as this is a customer service tool frequently used to aid customers facing significant and unexpected financial hardship during a leak/loss of water, especially when the cause is unexplained.

Staff disagrees with the statement regarding the City not accurately understanding the level of meters read per day, page 14. Staff provided numerous variables to WRA that influence the daily read count such as distance between meters, geographical terrain, difficulty of route, safety of route, and weather to name a few. Notwithstanding, staff will provide better and consistent oversight, evaluate the data and issue and implement efficiency and effectiveness improvements as warranted.

The evaluation of the City's meters (for accuracy), the meter reading process, and the utility billing process has been beneficial and has already led to constructive changes and will serve as a basis to implement process improvements as well as address items such as the City updating its own policies and formalizing its own procedures, by following the AWWA guidelines and recommended standards and procedures throughout the Utility Industry.

PROPOSAL

City of Cocoa Water Billing Audit

Issue:

The City of Cocoa is receiving complaints from water customers related to excessive water bills. The City would like to conduct an independent audit to determine if the excessive bills are the result of City metering practices or anomalies resulting from water practices by the customer.

Goal:

Provide the City with a statistically accurate accounting of current City of Cocoa (City) water meter and billing management to determine the cause and validity of higher than expected water bills to City water customers.

Objectives

1. Review internal metering and billing policies and procedures to determine effectiveness and accuracy
2. Determine if policies and procedures are being followed by the City
3. Conduct meter reading equipment verification to determine accuracy of equipment
4. Provide recommendations, if warranted, to eliminate customer billing complaints

Major Tasks

1. **Preliminary Analysis**
    a. Review contracts, regulations, ordinances, industry standards , policies and procedures, and customer complaints.
    b. Determine if City SOPs are in conformance with industry standards, applicable laws and efficient and accurate methodology
2. **Field Observations**
    a. Collect approximately 100 -150 meter readings based upon a statistical based random sample of various usage levels to compare against readings taken by City staff.
    b. Determine if City meter readings are being taken accurately and in conformance with SOPs
3. **Historical Data**

a. Review billing records over the past 12 month period to determine history of excessive billing (greater than 120%) of historical average and determine how the billings were handled by the City.
b. Determine if higher than normal readings are common, statistical problematic and procedures used by the City are sufficient to resolve issues

4. **Independent Meter Testing**
    a. Includes the replacement of approximately 50-75 water meters for a period of 14 days to compare against existing meter data to determine accuracy of existing meters.
    b. Determine the accuracy of current metering equipment
5. **Final Report of Findings and Recommendations**
    a. Prepare a report of all finding sand submit recommendations for corrective action if warranted. Includes presentation to the City Council, if required.

Schedule

Time to complete all tasks – approximately 4-5 months.

Cost to Complete Work

Note: All Task amounts are "Not to Exceed" and based upon a time and materials in accordance with the attached WRA Rate Schedule.

Task 1……$18,500

Task 2……$16,000

Task 3……$26,000

Task 4……$14,500

Task 5……$15,000

Subtotal……**$90,000**

Expenses……$3000

Total……**$93,000**

WRA - 2016 FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$165.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Staff Environmental Scientist	$90.00
Environmental Scientist	$65.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W & Color Prints)	$2.00 per sheet
Mylars	$10.00 per sheet
Mileage	$0.54 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

CITY OF COCOA UTILITIES HANDBOOK
EXHIBIT B
CUSTOMER SERVICE DIVISION POLICY MANUAL

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REVISED October 2013

1. NEW ACCOUNTS

In compliance with our Identity Theft Program, any customer establishing a new account will be asked to present a driver's license and social security number for identification and fill out a New Service Application. The social security number is used only for identity verification and as a tool for debt collection. Another form of picture identification may be acceptable if the customer does not have a driver's license. In the event the customer wishes to request new service by mail, telephone, email, facsimile, or online (www.cocoafl.org City Services | Utilities Customer Service | New Service), the New Service Application must be notarized and legible copies of the customer's driver's license and social security card must be submitted. If the copies are illegible or the application not notarized, the paperwork will be returned to the customer, delaying the connection process. If you are an existing customer and wish to transfer service and we do not have identification on file, you will be required to fill out an application for service and provide identification.

2. MULTI-UNIT PROPERTIES

Accounts of multi-unit properties with one meter serving more than one unit must be carried in the owner's name.

3. DEPOSIT

If applicable, a customer is billed a deposit on the first bill. If a customer has a previous bad debt, the City requires that the deposit be paid up front when the account is established.

If a residential account is processed for non-payment and the account no longer has a deposit, a new deposit will be billed to the account. Commercial accounts processed for non-payment will have their deposits reviewed and updated.

4. TRANSFER OF DEPOSIT

A customer requesting a deposit transfer will be allowed a period of 14 days when service will be on at both locations under the same deposit. All past-due charges must be paid before making a transfer. After 14 days, the deposit at the previous address will be transferred to the new account and the old account will be terminated.

Businesses, condominiums, and apartments require new deposits. However, if a business is sold and deposits are included in the sale of the property, the City will transfer the deposit upon receipt of a notarized letter from the original depositor. The City has the option to review the deposit and adjust the amount for current charges.

A name can be changed on an existing account in the event of death, divorce or marriage. In the case of death, a name on the account can be changed to the surviving spouse with a copy of the death certificate or to the beneficiary of the estate with a copy of the will. In the case of divorce, the customer must present a notarized letter authorizing the name change or the customer may come into the office and sign the existing deposit over to the ex-spouse. (To change the name on the account in the case

of marriage, present a marriage certificate and drivers license.) If the account is in good credit standing, the City will accept the same amount of deposit already on the account.

5. NEW CUSTOMER

It is the responsibility of the new customer to notify the City that he/she will occupy a business or residence that presently is being provided service by the City's utility system and to establish a new account.

6. UNAUTHORIZED WATER USAGE

When utility services are provided to a property with no active utility account (e.g. vacant or abandoned property), a utility account will be activated in the name of the property owner, as reflected in the records of the Brevard County Property Appraiser, and the property owner shall be responsible for any rates, fees, and charges accrued for the services provided to the property. If a property owner can properly demonstrate that it is not receiving the benefit of the utility service (i.e. property is being leased to tenant), and the account is 30 days or more in arrears, the City shall discontinue utility service to the property until the party receiving the benefit of the utility service establishes a new account consistent with the requirements of this policy manual. The property owner is responsible for supplying the City with a notarized lease of who is receiving benefit. If the property owner is in the office, an appropriate picture I.D. will suffice._ Property owners who are unable to demonstrate that another party is receiving the benefit of the utility service on their property shall remain responsible for any rates, fees and charges accrued as a result of utility services provided to their property.

Prior to the City activating a new utility account in the name of a tenant renting a particular property, the property owner shall be responsible for paying any outstanding debt for utility services provided to the property from which the owner directly benefited. Further, any tenant applying for utility services on a particular property shall be responsible for paying any outstanding debt, deposits and administrative fees for any utility services incurred by that same tenant on any property.

If no one claims responsibility for the water usage and the account remains delinquent, the meter will be removed.

7. TRIP CHARGE

Seasonal customers are encouraged to turn off/turn on the water supply at the house valve. If a customer insists that the City turn off/turn on the service, a Trip Charge will be added to the monthly bill subsequent to each trip…one to turn off the service and one to turn on the service. A Trip Charge will be billed for any customer-requested field service except to initiate or relocate service (covered by other charges), for customer-requested re-read (see #12), and to turn off/turn on for leak repair (courtesy of the City).

8. SEASONAL CUSTOMERS

All (property owners) on seasonal accounts, occupied part of the year will be billed a monthly base charge for all services provided to the property. The monthly base charges are the fixed availability costs of supplying the service to the customer and/or the annual cost of service. Seasonal customers should not request the account be temporarily terminated. If this occurs, the account will be back billed for up to one year base charges and administration fees.

9. METER CHANGE CONSUMPTION

If a meter is removed and a new meter installed for any reason between billing periods, the combined consumption recorded on both the old and new meters will be billed to the customer on the next regular billing date.

10. WATER RUNNING

The City is not responsible for investigating, informing, or prosecuting due to theft, water loss on the customer's side of the meter. As a courtesy, the City makes a reasonable effort to inform the customer of water loss on the customer's side if noticed during routine meter reads or maintenance.

When the City turns on water service and the field service representative notices that the meter is turning, the water will be immediately turned off and a notice will be left advising the customer why the water is not turned on. When requesting service to be turned on, it is the responsibility of the customer to make sure all valves, faucets, and hoses are turned off. In the event the City does not detect the running water, the City is not responsible for water loss or damage.

11. MULTIPLE METERS

If more than one meter (with the same service) is located at any one property, an account will be established for each meter. Each account will be subject to impact fees, connection charges, deposits, administrative charges, minimum consumption, and other applicable charges for the particular meter as set forth in Exhibit A: Rates, Fees, and Charges.

12. CUSTOMER-REQUESTED RE-READ

If a customer feels that a meter has been read incorrectly, the customer may request a special meter reading ("re-read") for a minimal charge as set forth in Exhibit A Rates, Fees, and Charges. If an incorrect reading has been made, the customer will not be charged for the re-read and will be issued a corrected bill with the corrected reading. If a leak on the customer's side is discovered at the time the City performs the re-read, the customer will be notified. If the billed reading was correct, the customer will be billed a Customer Requested Re-read Charge on the next monthly bill. Under no circumstances does the City reimburse customers for reading their own meter.

13. HIGH/EXCESSIVE CONSUMPTION

There are a variety of circumstances which may cause a customer to have an isolated water bill in excess of the customer's normal range for monthly water consumption. These can include, but are not limited to, plumbing leak, faulty toilet, faulty hot water tank, hose bib left on, and water theft. Once the high consumption bill has been received by the customer and upon receipt of a completed High Consumption Water Credit Application ("Application"), the City may make an adjustment to the water bill in accordance with this policy.

To qualify as excessive consumption, the customer's water consumption must be at least 50% greater than the most recent six-month average and the calculated credit must be over $50.00 for the billing period in question. Pool fills, including those caused by defective pool equipment and those necessitated by pool repairs do not qualify for the high consumption water credit.

Sewer bills may be adjusted down to the customer's average, if it is determined that the excess water did not go through the sewer system, depending on the circumstances and type of service. Customers served by a sewer utility other than the City of Cocoa must contact the other sewer utility to determine their policy on adjustments.

Cocoa reuse water bills with high consumption may be recalculated to allow a once a year credit due to leak. The 30,000 gallons which is included in the base rate shall be divided into the high consumption. That figure will then be multiplied by the current base rate to calculate the adjusted billing. The reuse high consumption credit will follow the same guidelines as the water high consumption credit.

It is the customer's responsibility to correct the problem causing the excessive consumption as soon as it is discovered. Water loss is an expense to the City and the high consumption credit is a courtesy to assist the customer with an extraordinarily high water bill. It is not intended to compensate for the customer's failure to correct plumbing problems. A residential account that is a primary residence will not be limited to the number of high consumption credits allowed in a lifetime, but each instance will be reviewed by City management to determine the validity of the request. The same policy will be applied to all Governmental accounts however excessive repetitive leaks will not be eligible for high consumption credits. All commercial accounts will be limited to a maximum of two per lifetime. The number of adjustment follows the customer, not the property

The customer must submit a High Consumption Water Credit Application to the Customer Service Division. The Application is available by calling 321/433-8400 or on line (www.cocoafl.org City Services | Utilities Customer Service | High Consumption Credit Application). Documentation that the problem causing excessive consumption has been corrected must accompany the request. High consumption of an unknown cause may qualify for the high consumption credit under certain circumstances to be determined by City management.

Upon receiving the Application, the City will calculate the credit on the customer's most recent six month average. The adjusted billing will be based on **all** of the consumption over the average to bill at the **FIRST tier rate**. If the customer can provide documentation that the leak was not detected immediately and the high consumption ran into the second month's bill, they may receive another adjustment for this same incident, but will not receive an adjustment into the third month. The City will adjust for excessive consumption for one incident on no more than two consecutive bills.

Application for the high consumption credit does not affect the due date of the bill. Therefore, to avoid late fees and loss of service, payment or application for payment extension must be made by the date indicated on the bill.

14. PAYMENT EXTENSION

In the event that a customer has difficulty paying a monthly water bill, a payment extension may be granted. The customer must visit the Customer Service Division and provide current identification before water service has been discontinued and request a payment extension from management. A payment extension may be granted for up to a four-month period depending on the amount due and the individual circumstances. If a payment extension is granted, the customer must sign the payment extension form with the terms and duration of the agreement. The customer must also agree to pay the current bill with the extended amount. Failure to fulfill the terms of the agreement will result in discontinuance of service until payment is received in full. A customer is allowed only one payment extension per twelve-month period. However, due to unforeseen and unusual circumstances, management may grant more than one payment plan or extension per year.

15. ADJUSTMENTS

The City is not responsible for the customer's plumbing system beyond the point of service (the meter and backflow prevention assembly). If a customer has excessive water loss on his/her side of the meter that was not processed through Cocoa's sewer system and repair or correction has been made within a month, the City may adjust the Cocoa sewer bill to reflect the average sewer bill. The customer must submit proof of the repair. If the high consumption falls between two billing cycles, the City will adjust both sewer bills down to the average of those two months.

In the case of a misapplied payment, the customer must furnish the City with a copy of the front and back of the canceled check, credit card statement or a cash receipt. A payment extension will be granted if time is needed to produce the document. An adjustment will be made upon verification.

For a customer of Cocoa's waste water system, the City will allow one pool fill sewer adjustment per twelve-month period. The customer must submit in writing the request for the pool fill sewer adjustment within 30 days of the date of the bill for which an adjustment is requested. The City will adjust a sewer bill to reflect the customer's average sewer consumption.

Adjustments for incorrect billing and credit adjustments may be made up to, but not exceeding, a period of 12 months.

16. ESTIMATED BILL

If a meter reader is unable to read a meter because of a bad dog, scratched case, car over meter, weather conditions, or personnel shortages, the City will estimate the water consumption for the month. If we are able to obtain a reading, the next months current reading will reflect any adjustments. In the case where cars or other obstacles prevent reading for two months in a row, the customer will be sent a letter to remove the obstacle before the process of towing or removing of the meter begins. These processes are at a cost to the customer. The City does not reimburse customers for reading their own meter.

If a reading does not fall within a reasonable range of a customer's average, the City may choose to average the current month's bill and send a field service representative out for a re-read. If the re-read is a true reading, the City will make a reasonable effort to inform the customer of the situation and the true reading will be reflected on the next bill.

17. STUCK METER

If the City suspects that a meter may be malfunctioning or stuck, a letter is sent to the customer to inquire about the change in water usage. If a customer indicates that the property is occupied, the City will send a maintenance crew to check out the meter and replace it, if necessary.

When a meter is stuck or malfunctioning, the City will back bill the customer with the average monthly consumption for the months that the meter did not register correctly. The back billing may go back 12 months. Although the City makes every reasonable attempt to detect a stuck meter as soon as possible, it is difficult for the City to determine if the zero consumption is due to vacancy or meter malfunction. Therefore, the City depends on the customer to inform the Customer Service Division if he/she is billed zero consumption on an active account.

18. RETURNED CHECKS / BANK DRAFTS / E CHECKS / CREDIT CARDS ELECTRONIC CHECKS

If a customer's payment is returned to the City as unpaid due to insufficient funds, closed account, incorrect account number or for some other reason, the City will send a letter advising the customer of this situation. The customer has ten days from the date of the letter to replace the payment with cash or a money order. A Service Charge will be applied to the next bill. If the returned payment was originally presented to the City for services that were turned off for non-payment or in the process of turn off for non-payment, to pay large past due balances in order to transfer water accounts or to prevent or restore a meter removal, the City may immediately disconnect or remove the water service without notification to the customer, waiving the 10-day grace period. To restore service on meter removals, only cash or money order will be accepted as payment to restore service. All accounts with two returned payments within one year will be made a cash only account up to one year from the date of the last return.

A check that is incorrectly filled out does not reflect payment received and may be returned to the customer. It is the customer's responsibility to make arrangements to ensure that substitute payment will reach the City before the due date. All delinquent procedures and service charges will apply.

If a customer's check is returned due to bank error, the customer will be charged the Service Charge to cover the City's cost of processing. It is the customer's responsibility to recover the service charge from his/her banking institution.

19. NUMBER OF BILLING UNITS

The number of billing units is based on the number of kitchen facilities. Occupancy is not a determining factor in the billing unit.

20. FINAL METER READING

When a customer terminates service, the City will take a final meter reading and prepare a bill from the last regular meter reading date to the final meter reading date. The Fixed Monthly Charge (base rate) is prorated. The deposit, if any, will be applied to the outstanding amount owed. Any excess deposit will be refunded. Charges in excess of the deposit will be billed. The customer is responsible for supplying the City with a correct forwarding address and for making timely payment of any final charges due.

21. LIEN FOR DELINQUENCY

As promulgated in detail in the City of Cocoa Code of Ordinances, all past due and outstanding utilities rates, fees, and charges assessed shall be a lien upon the property with which such rates, fees, and charges are associated. The owner of every building, premise, lot, or house shall be obligated to pay the fee for all services provided for his/her premises, which obligation may be enforced by the City by action of law or suit to enforce the lien in the same manner as the foreclosure of mortgages. In the event of such action, the City shall be entitled to recover all court costs and reasonable attorney fees for such collection. In the case that a tenant in possession of any premises or building shall pay said charges, it shall relieve the land owner from such obligation and

lien; but the City shall not be required to look to any person whatsoever other than the owner for the payment of such charges.

All lien searches should go through the City Clerks office.

22. COLLECTION

In the event that a customer has an outstanding balance on another City account, the City will transfer the outstanding balance to the current account. All delinquency procedures and service charges will apply.

Ordinance 21-2004: The City shall be entitled to recover all costs, including but not limited to reasonable attorney's fees and/or collection service charges, incurred in collecting delinquent utility fees and charges. Any fee or charge due under this section which shall not be paid when due may be recovered by referring the account to a third party collection agency and/or by bringing an action at law. In addition to any other remedies or penalties provided by this section, failure of any user of the City's utility system to pay said charges promptly when due shall subject such user to discontinuance of such service. The City Manager or the City Manager's designee is hereby empowered and directed to enforce this provision as to any and all delinquent users.

23. DELINQUENT ACCOUNTS

An account not paid by the cut-off date will be subject to non-payment processing and the associated charges will apply. Payment must reach the Customer Service Division by 3:30 p.m. to ensure turn-on on the same day~~.~~ Payment on a delinquent cut-off after 5:00 p.m. may be deposited in the after-hours drop box and turn-on will be scheduled for the next business day. A customer, who makes a payment in the drop box, automated phone system or online should call 321/433-8400 the following business day to insure the reconnection of the service. Delinquent turn-on will be scheduled according to route efficiency. Delinquent turn-on after hours is prohibited.

Failure to receive payment by 9:00 a.m. of the cut-off date will trigger the Non-payment Processing Charge even if payment is made before the physical turn-off has been completed. This charge is to compensate the City for actual costs incurred for administrative processing, field services, scheduling and drive time, **regardless if the water is physically turned off.**

If an account has been processed for non-payment of utility services and the customer has not attempted to make the payment or a payment plan has not been approved, the City may proceed with the meter removal process. As a courtesy, a meter removal letter will be sent to the customer allowing 10 days in which to pay all delinquent charges. If there is still no payment received, or payment plan executed, the meter will be removed and the meter removal fee will be applied to the account. Failure to receive this notice does not void the meter removal fee. If payment is made electronically, credit card, or by check to prevent a meter removal and the funds ~~is~~ are returned as insufficient, the

City will proceed in removing the meter without further notification and the account becomes "cash only".

If the debt has been paid in full, the meter will be re-installed in 1-3 business days.

If no payment was received, the address will be checked for illegal connections monthly. If an illegal connection is discovered, the customer will be assessed an illegal connection fee of 100,000 gallons for each incident.

See Utility Handbook section 1.6, Florida Statute 812.14 Trespass and Larceny With Relation To Utility Fixtures. It is unlawful to willfully alter or tamper with a utility meter, pipe, or other property belonging to the Utility. At the City's discretion, the City may prosecute in criminal and/or civil court any persons who violate this Statute.

24. NON-PAYMENT PROCESSING FOR MASTERED METERED MULTI-ACCOUNTS

It is the policy of the City to make every reasonable effort to avoid termination of service to residential/commercial occupants due to non-payment by the owner, manager or operator.

Procedure:

1. When a multi-residential/commercial customer on a master meter appears on the cut-off list, every reasonable effort will be made to inform the occupants of the pending termination by means of the following:
    a) At least two written notices posted in each accessible common area and at each point of access to the structure or structures 15 days prior to termination.
    b) The number of notices and the specific areas posted will be noted on the work order for tracking purposes.

2. The notice(s) shall inform the occupants of the following in plain language using clear wording in English and in bold type:
    a) The date that the service will be terminated.
    b) Any occupant has the right to enter into a special agreement with the City to pay the delinquent amount to avoid termination of service. In such cases, the City shall not be liable to reimburse the tenants for any fees paid and any reimbursement shall be a matter solely between the tenant and the owner.
    c) Instructions of what the occupants are required to do in order to prevent termination.
    d) The amount due to avoid termination of services.
    e) The title and phone number of the Utility Billing contact who can assist the occupants in continuing services.

3. The City will notify the Health Department, the Fire Department and Code Enforcement of the pending termination of service.

4 Reasonable efforts will be made to obtain payment from the delinquent customer prior to service termination.

5. If no tenant is able/willing to pay the delinquent bill and the bill remains unpaid 15 days after the notification, the City Manager's office will be notified and service will be terminated on the scheduled termination date.

25. APPEAL PROCESS

In the event that a customer would like to challenge a City policy or procedure, the following process has been established. It is the City's policy that each preceding step must be completed before advancing to the next step.

A. The customer should first discuss the concern or complaint with the Customer Service Representative.
B. If the Customer Service Representative cannot resolve the issue, the customer may appeal to the Senior Customer Service Representative.
C. If the Senior Customer Service Representative cannot resolve the issue, the customer may appeal to the Customer Service Supervisor.
D. If the Customer Service Supervisor cannot resolve the issue, the customer may appeal to the Utility Customer Service Manager *in writing*.
E. If the Utility CUSTOMER SERVICE Manager cannot resolve the issue, the customer may appeal to the Finance Director *in writing*.
F. At this point, if the issue has not been resolved, a *written request* may be made to the Utilities Director. The Utilities Director will respond to the customer in writing.
G. The customer may appeal the decision of the Utilities Director *in writing* to the City Manager.
H. The City Manager will render a decision in writing. The City Manager's decision shall be deemed the final decision of the City.