City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, February 28, 2017

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 17-92 Approve the Agenda for the Regular meeting of February 28, 2017, as presented or with amendments.

Attachments: 02-28-17.pdf

MINUTES:

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 17-78 Approve Change Order #1 to P.O. 69171 with CDM Smith, Inc., Maitland, Florida, to Cover Additional Services for SCADA Programming at the Sellers Water Reclamation Facility. (Utilities Director)

Attachments: TO #41-RFQ-08-10-COC.pdf

TO-UT-CDM (2017-41.1) 02.16.2017 -- $21500.pdf

69171.pdf

V.2 17-86 Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cleaning & Closed Circuit Television (CCTV) Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017. (Utilities Director)

Attachments: Standard Proposal City fo Cocoa_CCTV.pdf
Renewal 2016-17.pdf
CIPP Contract City Daytona Beach.pdf
RE_Contract 0113-1010 Insituform Technologies.msg

V.3 17-91 Authorize the City Manager to Approve a Confirmation Purchase Order in the Amount of $7,733.78 to Odyssey Manufacturing Company, Tampa, Florida, for Final Payment of Chemicals Previously Delivered to the Dyal Water Treatment Plant. (Utilities Director)

Attachments: Odyssey extension agmt 2017.pdf
INVOICE 254940.pdf
INVOICE 254938.pdf
INVOICE 255078.pdf
CPO.pdf

V.4 17-97 Approve a Resolution and the submittal of an application for the 2017 Florida Inland Navigation District (FIND) Waterway Assistance Program for Fiscal Year 2018 to assist in funding the construction of the T-Dock extension and additional day docking slips. (Community Services Director)

Attachments: WAP Application Part 2 2017 T Dock Day Slips 2-10-17.pdf

VI. PUBLIC HEARINGS:

VI.1 17-48 Ordinance No. 03-2017/ 1st Reading: Amending Appendix A, Zoning, Related To The Administrative Appeal Process For Adverse Decisions of Administrative Officials and Providing Amendments Related To Administrative Verification Of Nonconforming Uses. (Community Services Director)

Attachments: Ordinance No. 03-2017.pdf

VII. COUNCIL BUSINESS:

VII.1 17-65 Consideration of a Code Enforcement Lien Reduction request for the property located at 414 N. Fiske Boulevard, CE 15-826 & CE 16-431, current owner Federico Laracuente. (Community Services Director)

Attachments: Lien Reduction Application - 414 N Fiske Blvd.pdf
Exhibits.pdf

VII.2 17-98 Approve the Cancellation of the following City Council meetings: July 11, 2017 and December 26, 2017 due to the holiday seasons. (Administrative Services Director)

VIII. CITY BUSINESS:

VIII.1 17-73 Pursuant to Section 22-88 of the City Code, adopt Resolution No. 2017-18 memorializing the establishment of the Diamond Square Community Redevelopment Area Stormwater Facility Benefit Area (Emma Jewel subarea) and adopting procedures and standards and a capacity charge for the use of the Stormwater Facility by commercially developed or redeveloped properties within the benefit area. (Public Works Director)

Attachments: 2017-18 Diamond Square (Emma Jewel) Stormwater Facility Capacity Charge

VIII.2 17-81 Council approval for the City Manager to execute a Mutual Aid Agreement between the City of Cocoa, The Sheriff of Brevard County and other Brevard County municipalities related to law enforcement assistance. (Chief of Police)

Attachments: Mutual_Aid_Agreement_Brevard_County_Agencies_2017-2019_2.docx

VIII.3 17-88 Staff requests Council to: 1) Authorize the City Manager to approve a deductive Change Order to Purchase Order #69154 and the corresponding value engineering plans related to the construction contract with W&J Construction for the construction of the Fire Headquarters/Administration Building (CP16F1) based on value engineering to reduce the Guaranteed Maximum Price (GMP) by $213,256.00; 2) Approve a Resolution pursuant to Section 2-4 of the City Code allowing the City Manager to approve future change orders and any additional service contracts related to the construction project, provided the total amount expended on the construction project does not exceed the revised GMP of $3,392,330.00; and 3) establish a Owners Contingency Fund which will be funded by the tax savings of all Owner Direct Purchases by the City or any future deductive change orders (if any) approved by the City Manager. (Public Works Director)

Attachments: ODP FS Rule 12A.pdf

CO - WJ (2-14-17) reduce GMP.pdf

Value engineering Fire 1.docx

Resolution 2017- Change Order Fire Station Contract.docx

VIII.4 17-89 Approve a Budget Resolution adjusting the FY17 budget related to the reorganization of Code Enforcement to the Police Department and the GIS Administrator to the Information Technology Division. (City Manager)

Attachments: Budget Resolution FY 2017.docx
BAF-CM-1103 GIS Administrator (2-28-17)~ Agenda 17-089a.pdf
BAF-CS- Police Code Enforcement Payroll 3 of 3 (02-28-17)~ Agenda 17-089.p
BAF-CS- Police Code Enforcement Operating 2 of 3 (02-28-17)~ Agenda 17-08
BAF-CS- Police Code Enforcement Operating 1 of 3 (02-28-17)~ Agenda 17-08
Budget Detail.pdf

VIII.5 17-99 Approve funds in the amount of $75,000 utilizing Reserve Funds for additional curb, gutter, sidewalk and inlet top work that was requested by Public Works staff on the Fiske Blvd Phase 1 project.(Project #PWPAVE); Approve the Budget Transfer and approve the Budget Resolution amending the 2016/2017 budget. (Public Works Director)

Attachments: FY 2017 Budget Resolution.pdf
BAF-PW-3510-PWPAVE (02-28-17)~ Agenda 17-099.pdf

VIII.6 17-100 Approve an agreement between the City of Cocoa and the Brevard County Property Appraiser and the Brevard County Tax Collector to identify properties with undeserving Personal Exemptions for the purpose of collecting taxes due on those properties. (Finance Director)

Attachments: BCPAO Memo to Taxing Authorities re Homestead Exemption Audit backgrounc
Brevard Homestead Audit contract-for info only.pdf
Brevard Homestead Audit-Taxing Authority Agreement-action item (002).pdf

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 17-72 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 01/31/2017. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.16 thru 01.31.17.pdf

IX.2 17-79 Fire Department January 2017 Fire Incident Summary Report. (Fire Chief)

Attachments: Fire Incident Summary Report Jan 2017.pdf

IX.3 17-83 FY 2017 Budget Adjustment Report. (Finance Director)

Attachments: FY 2017 January EXPENSE Budget Tracking Worksheet.pdf
FY 2017 January REVENUE Budget Tracking Worksheet.pdf

IX.4 17-84 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Order and Contigency Report 1 31 2017.pdf

IX.5 17-85 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By ClassificationReport January 2017.pdf

IX.6 17-87 Review of the Employee Health Center utilization report provided by CareATC for January 2017. (Administrative Services Director)

Indexes: benefits; Health Center

Attachments: Cocoa January 2017 Dashboard

IX.7 17-94 Council's Consideration of the Waste Management Annual Review. (Public Works Director)

Attachments: Annual 16 Review Report.doc

IX.8 17-95 Cocoa Police Department District Event Statistics for the month of November and December of 2016. (Chief of Police)

Attachments: Nov 2016 Council Report by District
Dec 2016 Council Report by District

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.

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Legislation Details (With Text)

File #:	17-92	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	2/14/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of February 28, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-28-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2017
Agenda Date: February 28, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of February 28, 2017, 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 February 28, 2017, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: February 28, 2017	**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 February 28, 2017 (17-92)
2. Minutes: NA

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 Change Order #1 to P.O. 69171 with CDM Smith, Inc., Maitland, Florida, to Cover Additional Services for SCADA Programming at the Sellers Water Reclamation Facility. (17-78). (Utilities Director)

2. Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cleaning & Closed Circuit Television (CCTV) Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017. (17-86). (Utilities Director)

3. Authorize the City Manager to Approve a Confirmation Purchase Order in the Amount of $7,733.78 to Odyssey Manufacturing Company, Tampa, Florida, for Final Payment of Chemicals Previously Delivered to the Dyal Water Treatment Plant. (17-91). (Utilities Director)

4. Approve a Resolution and the submittal of an application for the 2017 Florida Inland Navigation District (FIND) Waterway Assistance Program for Fiscal Year 2018 to assist in funding the construction of the T-Dock extension and additional day docking slips. (17-97). (Community Services Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 03-2017/1st Reading: Amending Appendix A, Zoning, Related To the Administrative Appeal Process For Adverse Decisions of Administrative Officials and Providing Amendments Related To Administrative Verification Of Nonconforming Uses. (17-48). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Consideration of a Code Enforcement Lien Reduction request for the property located at 414 N. Fiske Boulevard, CE 15-826 & CE 16-431, current owner Federico Laracuente. (17-65). (Community Services Director)

2. Approve the Cancellation of the following City Council meetings: July 11, 2017 and December 26, 2017 due to the holiday seasons. (17-98). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Pursuant to Section 22-88 of the City Code, adopt Resolution No. 2017-18 memorializing the establishment of the Diamond Square Community Redevelopment Area Stormwater Facility Benefit Area (Emma Jewel subarea) and adopting procedures and standards and a capacity charge for the use of the

Stormwater Facility by commercially developed or redeveloped properties within the benefit area. (Public Works Director). (17-73). (Public Works Director)

2. Approval for the City Manager to execute a Mutual Aid Agreement between the City of Cocoa, The Sheriff of Brevard County and other Brevard County municipalities related to law enforcement assistance. (17-81). (Chief of Police)

3. Staff requests Council to: 1) Authorize the City Manager to approve a deductive Change Order to Purchase Order #69154 and the corresponding value engineering plans related to the construction contract with W&J Construction for the construction of the Fire Headquarters/Administration Building (CP16F1) based on value engineering to reduce the Guaranteed Maximum Price (GMP) by $213,256.00; 2) Approve a Resolution pursuant to Section 2-4 of the City Code allowing the City Manager to approve future change orders and any additional service contracts related to the construction project, provided the total amount expended on the construction project does not exceed the revised GMP of $3,392,330.00; and 3) Establish a Owners Contingency Fund which will be funded by the tax savings of all Owner Direct Purchases by the City or any future deductive change orders (if any) approved by the City Manager. (17-88). (Public Works Director)

4. Approve a Budget Resolution adjusting the FY17 budget related to the reorganization of Code Enforcement to the Police Department and the GIS Administrator to the Information Technology Division. (17-89). (Community Services Director)

5. Approve funds in the amount of $75,000 utilizing Reserve Funds for additional curb, gutter, sidewalk and inlet top work that was requested by Public Works staff on the Fiske Blvd Phase 1 project (Project #PWPAVE); Approve the Budget Transfer and approve the Budget Resolution amending the 2016/2017 budget. (17-99). (Public Works Director)

6. Approve an agreement between the City of Cocoa and the Brevard County Property Appraiser and the Brevard County Tax Collector to identify properties with undeserving Personal Exemptions for the purpose of collecting taxes due on those properties. (17-100). (Finance Director)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 01/31/2017. (17-72). (Finance Director)

2. Fire Department January 2017 Fire Incident Summary Report. (17-79). (Fire Chief)

3. FY 2017 Budget Adjustment Report. (17-83). (Finance Director)

4. 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. (17-84). (Finance Director)

5. Relation between the estimated and actual income and expenses to date. (17-85). (Finance Director)

6. Review of the Employee Health Center utilization report provided by CareATC for January 2017. (17-87). (Administrative Services Director)

7. Waste Management Annual Review. (17-94). (Public Works Director)

8. Cocoa Police Department District Event Statistics for the months of November and December of 2016. (17-95). (Chief of Police)

X. REPORTS:

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

IX. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	17-78	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	2/2/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Approve Change Order #1 to P.O. 69171 with CDM Smith, Inc., Maitland, Florida, to Cover Additional Services for SCADA Programming at the Sellers Water Reclamation Facility. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO #41-RFQ-08-10-COC.pdf TO-UT-CDM (2017-41.1) 02.16.2017 -- $21500.pdf 69171.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 2, 2017
Agenda Date: February 28, 2017
Prepared By: Don Stevens, Sellers WRF Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To approve Change Order #1 to P.O. 69171 with CDM Smith, Inc., Maitland, Florida, to Cover Additional Services for SCADA Programming at the Sellers Water Reclamation Facility

BACKGROUND:

CDM Smith, will provide additional services for Task Order #41, regarding SCADA System Programming for VTSCADA System, LCP's and RTU's at the Sellers Facility, Purchase Order #69171 was issued for $49,000 additional funds are needed to complete these task.

Task Order #41 was created to provide the technical support to the Sellers Plant for their SCADA needs for programing and troubleshooting when necessary. The task was used as an as needed and requested basis by the Seller's Staff.

Because staff inadvertently approved $21,500 in charges related to a capital project against this task, it is necessary to process a change order to allow for consulting services for the remainder of the fiscal year. The $21,500 in charges related to capital projects will be moved to the appropriate account so the Staff can capture all capital costs associated with capital projects. However, the change order is still necessary.

Staff recommends approval of Change Order #1 in the amount of $21,500.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$21,500
Account Number	421-4120-536-46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

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

Change Order Amount	$21,500
Original Purchase Order	69171
Original P.O. Amount	$49,000

PREVIOUS ACTION:

On October 31, 2016 PO #69171 was issued for $49,000 against Task Order #41.

RECOMMENDED MOTION:

To approve Change Order #1 to Task Order #41; PO #69171 for CDM Smith, Inc., Maitland, Florida in the amount of $21,500 to cover additional services for SCADA Programming at Sellers Plant.

46-00

Task Order Request Form

ENGINEERING SERVICES FOR WASTEWATER TREATMENT AND DISPOSA

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-10-COC **Vendor:** CDM Smith, Inc.

Dept./Division Name: Utilities/Sellers **Requestor:** Rabun (Don) Stevens Digitally signed by Rabun (Don) Stevens Date: 2016.10.13 10:27:44 -04'00' **Date:** 10/13/16

Project Number: **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 #: Task Order #41 **Dated:** 10/14/16 **Amount:** $ 49,000.00

☑ Quote Attached

Katherine Ennis Digitally signed by Katherine Ennis DN: dc=org, dc=ccosa, ou=Utilities, cn=Katherine Ennis, email=kennis@ccosa.org Date: 2016.10.14 13:35:04 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

The engineer will provide SCADA system programming services for VTSCADA system, LCP's and RTU's on an as needed basis. Engineer will renew software licenses and support contracts as requested by the Sellers Division. Engineer will provide any other as needed services requested by the Sellers staff. No work will proceed without authorization from Sellers staff.

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: 2017-41

Council Approval Required: ☐ Yes ☑ No

Reason Disapproved:

Date: 10/14/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.10.14 15:24:17 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: 10/16/16 **Signature:** John A. Titkanich Digitally signed by John A. Titkanich Date: 2016.10.16 11:37:02 -04'00' **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.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4980423&GUID=07BFAA5A-8879-4B28-A748-6AB050AB280B* is a secure document that has been embedded in this document. Double click the pushpin to view.



SERVICE

CITY OF COCOA

PURCHASE ORDER

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

THIS NO. 69171

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1288
VENDOR FAX NO.: 407-875-1161
VENDOR PH NO.: 407-660-2552

DATE 10/31/2016
DATE REQUIRED 9/30/2017

CDM SMITH INC.
2301 MAITLAND CTR PKWY
SUITE 300
MAITLAND FL 32751-7422

DELIVER TO:

City of Cocoa
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA FL 32922

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

BUYER/REQ. #
DK 0000031531
LJ HUBBARD

F.O.B. COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	49000.00	SUM	CDM ENGINEER WIL PROVIDE SCADA SYSTEM PROGRAMMING SERVICES FOR VTSCADA SYSTEM, LCR'S AND RTU'S ON AN AS NEEDED BASIS. ENGINEER WILL RENEW SOFTWARE LICENSES AND SUPPORT CONTRACTS AS REQUESTED BY THE SELLERS DIVISION. ENGINEER WILL PROVIDE ANY OTHER AS NEEDED SERVICES REQUESTED BY THE SELLERS STAFF. NO WORK WILL PROCEED WITHOUT AUTHORIZATION FROM SELLERS STAFF TASK ORDER RFQ-08-10-COC	1.0000	49000.00
				TOTAL	49000.00

REMARKS:

****
* THIS PURCHASE ORDER WILL *
* EXPIRE ON SEPTEMBER 30, 2017 *
* ********** *
* TO AVOID DELAYED PAYMENT *
* EMAIL INVOICE(S) TO: *
* ACCOUNTSPAYABLE@COCOAFL.ORG *
****

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

ACCOUNT NUMBER

42141205364600

CITY OF COCOA

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

Legislation Details (With Text)

File #:	17-86	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	2/8/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cleaning & Closed Circuit Television (CCTV) Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017. (Utilities Director)				
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Indexes:					
Code sections:					
Attachments:	Standard Proposal City fo Cocoa_CCTV.pdf Renewal 2016-17.pdf CIPP Contract City Daytona Beach.pdf RE_Contract 0113-1010 Insituform Technologies.msg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 10, 2017
Agenda Date: February 28, 2017
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cleaning & Closed Circuit Television (CCTV) Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017

BACKGROUND:

The City of Cocoa has budgeted $200,000 for gravity sewer cleaning and CCTV services in FY2017. During FY2015, CDM Smith completed a thorough analysis of the assessment data obtained during the FY2014 RedZone Robotics, Inc. CCTV inspection process. As part of this analysis, a detailed plan was developed to systematically address immediate, short-term, mid-term, and long-term cleaning priorities for approximately 1,234 pipe segments over the next five fiscal years. For FY2017, the immediate and short-term cleaning schedule will address 217 line segments (approximately 55,517 feet).

As a result of this systematic cleaning and CCTV process, the carrying capacity of the gravity sewer main is re-established and accurate infrastructure condition information is obtained utilizing industry recognized CCTV Pipe Assessment and Certification Program (PACP) standards. This critical information can then be used to establish accurate risk of failure and consequence of failure scores in support of the continued development of the wastewater collections system Capital Improvement

Plan.

At this time, we are requesting the use of the City of Daytona Beach Contract No. 0113-1010. This contract has been reviewed by the City and has been determined to be applicable to the services required by Sewer Field Operations.

Therefore, staff recommends approval to use the City of Daytona Beach contract with Insituform Technologies, LLC to perform cleaning & CCTV inspections of main line sewers, and to authorize a budgeted expenditure for these services not to exceed $176,891.36.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$176,891.36
Account Number	421-4125-536.46-00, WS1412
Account Name	Repairs & Maintenance

PREVIOUS ACTION:

On December 8, 2015, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services Utilizing City of Daytona Beach Contract No. 0113-1010 effective July 8, 2015 through July 7, 2016.

On January 10, 2017, City Council approved the participation in a cooperative purchase agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services Utilizing City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cleaning & Closed Circuit Television (CCTV) Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017.

Insituform Technologies, LLC

6972 Business Park Blvd
Jacksonville, FL 32256

Tel: (904) 237-3426
Fax: (904) 280-4162
www.insituform.com

January 31, 2017

AAJA-VYR7VQ

Chris Collier
City of Cocoa
351 Shearer Blvd
Cocoa, FL 32922-7203
321-433-8811

RE: Clean & CCTV Proposal phase 1 2017

Dear: Mr. Collier

Insituform Technologies, LLC. (ITLLC) is pleased to provide the following proposal for the Cleaning & CCTV inspections of main line sewers. The proposal is reflective of our annual contract with the City of Daytona Beach Contract #0113-1010 using the "piggyback" method and assuming all terms and conditions contained therein.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total Price
N-1	Heavy Clean 8"-12"	LF	55,517	$1.60	$88,827.20
O-1	Root Removal 8"-12"	LF	2,000	$3.20	$6,400.00
P-1	Tuberculation Clean 8"-12"	LF	2,000	$18.00	$36,000.00
HH-1	Bypass 8"	LF	1,000	$1.00	$1,000.00
HH-2	Bypass 10"	LF	1,000	$1.00	$1,000.00
KK-1	MOT FDOT Flagman	SU	10	$620.00	$6,200.00
KK-2	MOT FDOT Arrow Board	SU	10	$180.00	$1,800.00
KK-3	MOT FDOT Barricades	SU	10	$340.00	$3,400.00
KK-4	MOT FDOT Lane Dividers	SU	10	$15.00	$150.00
LL-1	MOT City Flagman	SU	10	$300.00	$3,000.00
LL-2	MOT City Arrow Board	SU	10	$180.00	$1,800.00
LL-3	MOT City Barricades	SU	10	$250.00	$2,500.00
LL-4	MOT City Lane Dividers	SU	10	$15.00	$150.00
MM-1	MOT County Flagman	SU	10	$620.00	$6,200.00
MM-2	MOT County Arrow Board	SU	10	$180.00	$1,800.00

MM-3	MOT County Barricades	SU	10	$340.00	$3,400.00
MM-4	MOT Lane Dividers	SU	10	$15.00	$150.00
NN-1	Easement Access 6"-12"	LF	3,000	$3.00	$9,000.00
OO	Mobilization	LS	1	$1,500.00	$1,500.00
PP	Bonds – 1.5%	%	1		$2,614.16
	TOTAL				**$176,891.36**

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.

ITLLC SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Heavy cleaning of sewer mainline.
3. CCTV of sewer mainline.
4. Standard insurance coverage with the following limits:
   General Liability: $2,000,000 per occurrence/$4,000,000 aggregate
   Auto: $2,000,000 Combined Single Limit
   Workers Compensation: Statutory with $1,000,000 Employer's Liability
   The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work / Responsibilities of ITLLC may result in a change in price and/or duration.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Gary R Shutts
Gary R Shutts
Business Development Mgr.

Accepted By: _____ Date: _____
(signed)

Accepted By: _____ Title: _____
(printed)

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

June 23, 2016

Insituform Technologies, LLC
Ms. Diane Partridge, Contracting & Attesting Officer
17988 Edison Ave.
Chesterfield, MO 63005

Re: Contract 0113-1010
2013 Cured in Place (CIPP) Pipe Rehabilitation Services

Dear Ms. Partridge:

The subject contract is due to expire on July 7, 2016. Section 2 of the contract provides for renewal of the contract for up to four renewals of 1 year each, upon mutual agreement.

The City wishes to renew the contract for one year, from July 8, 2016 to July 7, 2017. This is the ~~4th and final~~ 3rd renewal for the above referenced contract.

Please indicate your agreement to renew the contract at the same terms and conditions below. Upon your signature and return of this letter to the City.

Please return the signed letter to the Purchasing Agent, Joanne Flick, at the address above.

We look forward to continuing to work with Insituform during the coming contract year.

Sincerely,

James V. Chisholm, City Manager

Approved by Insituform Technologies, LLC: Diane Partridge
Signature

Printed Name: Diane Partridge Date: 6/29/16
Title: ~~Contracting & Attesting Officer~~

Attest: Letitia LaMagna
Letitia LaMagna, City Clerk

Date: 6-23-16

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

13 16

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

May 21, 2015

Insituform Technologies, LLC
Ms. Diane Partridge, Contracting & Attesting Officer
17999 Edison Ave.
Chesterfield, MO 63005

Re: Contract 0113-1010
2013 Cured in Place (CIPP) Pipe Rehabilitation Services

Dear Ms. Partridge:

The subject contract is due to expire on July 7, 2015. Section 2 of the contract provides for renewal of the contract for up to four renewals of 1 year each, upon mutual agreement.

The City wishes to renew the contract for one year, from July 8, 2015 to July 7, 2016.

Please indicate your agreement to renew the contract at the same terms and conditions below. Upon your signature and return of this letter to the City, the contract will be renewed for the ~~first~~ second of the four available renewals.

Please return the signed letter to the Purchasing Agent, Joanne Flick, at the address above.

We look forward to continuing to work with Insituform during the coming contract year.

Sincerely,

James V. Chisholm, City Manager

Approved by Insituform Technologies, LLC: Diane Partridge
Signature

Printed Name: Diane Partridge Date: June 3, 2015
Title: Contracting & Attesting Officer

Attest: Latitia LaMagna
~~Latitia~~ LaMagna, City Clerk

Date: Letitia June 9, 2015

Approved as to legal form:

By: _____
Marie Hartman, City Attorney

534
17

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

June 19, 2014

Insituform Technologies, LLC
Ms. Diane Partridge, Contracting & Attesting Officer
17999 Edison Ave.
Chesterfield, MO 63005

Re: Contract 0113-1010
2013 Cured in Place (CIPP) Pipe Rehabilitation Services

Dear Ms. Partridge:

The subject contract is due to expire on July 7, 2014. Section 2 of the contract provides for renewal of the contract for up to four renewals of 1 year each, upon mutual agreement.

The City wishes to renew the contract for one year, from July 8, 2014 to July 7, 2015.

Please indicate your agreement to renew the contract at the same terms and conditions below. Upon your signature and return of this letter to the City, the contract will be renewed for the first of the four available renewals.

We look forward to continuing to work with Insituform during the coming contract year.

Sincerely,

James V. Chisholm, City Manager

Approved by Insituform Technologies, LLC: Diane Partridge
Signature

Printed Name: Diane Partridge Date: 7/1/14
Title: Contracting & Attesting Officer

Attest: Jennifer L. Thomas
Jennifer L. Thomas, City Clerk

Date: July 8, 2014

Approved as to legal form:

By:
Marie Hartman, City Attorney

RESOLUTION NO. 13-168

A RESOLUTION APPROVING A CONTRACT WITH INSITUFORM TECHNOLOGIES, INC., FOR CONTINUING CURED-IN-PLACE PIPE (CIPP) REHABILITATION SERVICES FOR A TERM OF ONE YEAR WITH FOUR ONE-YEAR RENEWAL OPTIONS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH INSITUFORM TECHNOLOGIES, INC.; AUTHORIZING THE EXPENDITURE OF AN AMOUNT UP TO $374,000 FOR WORK UNDER THE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXERCISE THE RENEWAL OPTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued a Request for Proposals for Continuing Cured-In-Place Pipe (CIPP) Rehabilitation Service; and

WHEREAS, the City Manager or his designee has reviewed proposals submitted for the services; and

WHEREAS, the Interim Utilities Director recommends acceptance of the proposal submitted by Insituform Technologies, Inc.; and

WHEREAS, the Chief Financial Officer has submitted a Sufficiency of Funds Certificate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH, FLORIDA:

SECTION 1. The proposal submitted by Insituform Technologies, Inc., for Continuing Cured-In-Place Pipe (CIPP) Rehabilitation Services for a term of one year with four one-year options to renew is hereby accepted.

CIPP TERM SERVICES CONTRACT
0113-1010

The Parties to this Term Services Contract (hereinafter, this "Contract") are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and Insituform Technologies, LLC, a foreign limited liability company authorized to do business in the State of Florida ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows, effective upon the first date on which both Parties have signed as referenced below (the "Effective Date"):

Section 1 Scope of Services. CONTRACTOR will provide Cured-in-Place Pipe Rehabilitation services as further described in the Scope of Work, attached hereto and incorporated herein as Exhibit A, to the CITY from time to time at the direction of the CITY during the Term of this Contract.

Unless approved in advance by a change order properly issued in accordance with applicable CITY ordinances and policies, CONTRACTOR shall not be compensated for the performance of any services not described in Exhibit A.

Performance by the CONTRACTOR is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Where no explicit quality or standards for materials or workmanship are established for the Work, the Work is to be of good quality for the intended use and consistent with the quality of surrounding Work which conforms to the requirements of the Contract Documents and to the standards for construction of the Project generally.

Section 2. Term; Renewal. The Term of this Contract is one year, commencing on the Effective Date. Any purchase order entered into prior to the expiration of the Term will remain valid. The Parties may by mutual agreement extend the Contract for up to four Terms of one year each.

Section 3. Work Authorizations. This Contract, in and of itself, does not require the CONTRACTOR to perform any Work or provide payment for Work performed by the CONTRACTOR. No Work will be performed under this Contract, and no payment obligation will arise for performance of such Work, except when specifically authorized by a work authorization issued by the CITY in accordance with this Contract and the CITY's procurement policies.

For purposes herein, a work authorization is an agreed-upon document describing the specific Project to be performed, the estimated Project Sum, Project Time, and any additional terms and conditions that the CITY may provide, such as whether the City will require retainge from progress payments, consistent with the terms and conditions of this Contract. A work authorization may be in the form of a mutually executed contract document, or may consist of a CITY-issued purchase order that accepts and incorporates by reference CONTRACTOR's dated, signed written quotation.

Section 4. Compensation. Subject to the terms herein, the not to exceed Project Sum will be set forth in each work authorization, and will be based on the Unit Price Schedule, attached hereto and incorporated herein as Exhibit B. In each instance the Project Sum represents the CONTRACTOR's sole compensation from the CITY for performance of the Work described in the work authorization. The CITY has the right to require retainage of the Project Sum.

Exhibit B includes a procedure and criteria for adjusting the Unit Prices described therein.

Section 5. Payment and Performance Bonds. The CONTRACTOR will provide payment and performance bonds for any specific work authorization, the cost of which equals or exceeds $100,000. In each instance, these bonds will equal 100% of the cost of the work referenced in the work authorization.

The surety company executing the bonds must be authorized to do business in the State of Florida, and must be listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount. The form of the bond must be approved by the CITY and must be accompanied by sufficient evidence of the authority of the issuing agent. The bonds must otherwise comply with the requirements of F.S. § 255.05.

In lieu of the required bonds, the CONTRACTOR may provide an alternative form of security as specified in F.S. § 255.05(7) upon the CITY's approval.

Any bonds used to comply with this Section must be in the form provided by the CITY; and prior to commencing construction pursuant to a specific work authorization the successful bidder must have the bonds fully executed and recorded and provide the CITY certified copies must of the recorded documents.

Section 6. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, and agents, including subcontractors, suppliers, and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

The CONTRACTOR indemnifies the CITY against any claim of supplier's or subcontractor's lien (in cases where such payment is not already guaranteed by payment bond). If any claim or lien remains unsatisfied after all payments are made, the CONTRACTOR must refund to the CITY all monies that the latter may be compelled to pay in discharging such a lien.

Section 7. Insurance.

(a) **Required Insurance.** The CONTRACTOR shall purchase and maintain, at its own expense, the following types and amounts of insurance, primary and non-contributory with the CITY's own insurance, in form and companies satisfactory to the CITY:

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than $500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including **(i) Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and **(ii) Automobile Liability Insurance**, which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant in the performance of this Contract.

THE GENERAL LIABILITY INSURANCE POLICY SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy shall be a combined single limit for bodily injury and property damage of no less than $1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than $2,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the insurer shall waive its rights of subrogation, if any, against the CITY on each of the foregoing types of required insurance coverage.

(b) Subcontractors' Insurance. Each of CONTRACTOR's subcontractors will be required to provide insurance in substantially similar form to the insurance required of CONTRACTOR above.

(c) Proof of Insurance. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and will contain the following language as to cancellation:

> "In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:
>
> Risk Manager
> The City of Daytona Beach
> P.O. Box 2451
> Daytona Beach, Florida 32115-2451"

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(d) Cancellation and Replacement. The CONTRACTOR shall file replacement certificates 30 days prior to expiration or termination of any required insurance occurring prior to the acceptance of the work by the CITY. If such insurance terminates without CONTRACTOR's prior knowledge, CONTRACTOR shall notify the CITY Immediately upon becoming aware of such termination. CONTRACTOR shall send written notice to the Risk Manager at the address above.

The CITY reserves the right to suspend CONTRACTOR's work until such insurance has been replaced, or to obtain replacement insurance at CONTRACTOR's sole cost.

(e) Termination of Insurance. The CONTRACTOR will not cancel required insurance until all work is completed and accepted by the CITY, and CONTRACTOR has received written notification from the Risk Manager that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Manager will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(f) Risk Manager. All references herein to the "Risk Manager" shall mean the Risk Manager for the CITY or the Risk Manager's designee.

(g) Liabilities not limited. The liabilities of the CONTRACTOR under this Contract will not be reduced or otherwise limited by the types or limits in insurance required herein, by the existence of such insurance, or by any expiration or termination of required insurance.

Section 8. Notices. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:

Shannon Ponitz, PE
Utilities Engineering Manager
125 Basin Street, Suite 130
Daytona Beach, FL 32114-5090

To CONTRACTOR:

Diane Partridge
Contracting & Attesting Officer
17999 Edison Avenue
Chesterfield, MO 63005

Either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 9. Contract Documents. This Contract incorporates the following Exhibits, in addition to each work authorization (hereinafter collectively, the "Contract" or "Contract Documents"):

Exhibit A - Scope of Work
Exhibit B - Unit Price Schedule
Exhibit C - General Conditions
Exhibit D - CITY's RFP and CONTRACTOR's proposal

Exhibits A through C are attached; Exhibit D is not attached but will remain on file in the Office of the City Clerk for the City.

In case of conflicts between this Contract and any of the Exhibits, this Contract will govern, In case of conflict among the Exhibits, they will have the priority in which they are listed above.

The Contract Documents are intended to include all information necessary for CONTRACTOR's proper prosecution and timely completion of the Work for each Project authorized. CONTRACTOR will prosecute the Work as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one will be as binding as if required by all.

Section 10. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment will be permitted without the CITY's written approval. No subcontracting of the CIIP lining will be permitted without the CITY's written approval. As a condition of granting approval in either instance, the CITY reserves the right, to impose PROGRESS PAYMENT AND retainage requirements on all payments that may come due after the date of approval. In such instance, retainage will be governed by the General Conditions.

(c) Limitation on Waivers. Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(d) Truth in Negotiations Certificate. CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONTRACTOR'S services under this Contract.

(f) Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company,

corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. In case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. In the event that fire, riots or civil commotion, acts of government or government immobility (whether federal, state or local) war, acts of God or contingencies beyond the reasonable control of a Party (hereinafter, "force majeure event") interfere with or prevent the fulfillment by such Party of its obligations hereunder, such obligations will be suspended until such time as such contingency or contingencies have terminated. Each Party will promptly notify the other upon becoming aware that any such contingency or contingencies have occurred or are likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind CONTRACTOR. The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

By: _____
Derrick L Henry, Mayor

Attest: _____
Jennifer L. Thomas, City Clerk

Date: July 17, 2013

Approved as to legal form:

By: _____
Marie Hartman, City Attorney

CONTRACTOR

By: _____

Printed Name: Diane Partridge

Title: Contracting and Attesting Officer

Date: June 12, 2013

INSITUFORM TECHNOLOGIES, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company, hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

   Appointments by the President. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed H. Douglas Thomas, Vice President – Global Procurement/Operations Support, and has appointed Joann Smith, Denise L. Carroll, Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 22nd day of February, 2013.

INSITUFORM TECHNOLOGIES, LLC

By: Tod O'Donoghue

Tod O'Donoghue
Assistant Secretary

EXHIBIT A: Scope of Services

I. General

The Scope of Work is professional Cured In Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains and oval and round stormwater mains (8" – 72" diameter) on a continuing annual contract basis.

II. Summary of Work

The CONTRACTOR shall provide all work required for a completed project including but not necessarily limited to labor, supervision, traffic control, materials, equipment, installation, onsite material test samples showing compliance with manufacturer's recommended material, handling and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains and oval and round stormwater mains with resin impregnated cured-in-place pipe (CIPP) in accordance with American Society for Testing and Materials (ASTM) standard F 1216-09 and all applicable CITY, manufacturer and industry preferred standards. The CONTRACTOR shall provide professional experienced advice to CITY on the most cost-effective and efficient approach to resolve all challenges encountered during the performance of the work. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Stormwater main and sanitary sewer main cleaning
- Stormwater main and sanitary sewer main pre- and post- work video inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Erosion and sediment control
- Site restoration

III. Product Performance

Standard lining products are intended to have a 50-year design life and in order to minimize CITY's risk, only proven products with substantial successful long-term track records will be approved. Proposed products must meet or exceed ALL of the following criteria to be deemed commercially viable and acceptable to the CITY.

For a product to be considered commercially proven, a minimum of 1,000,000 linear feet of successful sanitary sewer system installations in the United States must be documented to the satisfaction of the CITY to assure commercial viability. In addition, at least 300,000 linear feet of 8" through 18" and 300,000 linear feet larger than 18" of the product shall have been in successful sanitary sewer service within the State of Florida for a minimum of five (5) years. Also, a minimum of 900,000 linear feet of successful stormwater main

system installations in the United States must be documented to the satisfaction of the CITY to assure commercial viability and at least 300,000 linear feet (15" or larger) of the product shall have been in successful stormwater service within the State of Florida for a minimum of five (5) years.

CONTRACTOR shall provide a reference list with the proposal to document this requirement. Reference list shall include name/address of company/municipality within the State of Florida; contact name; telephone number; and date of installation. If the CONTRACTOR has installed the product for the CITY, the CONTRACTOR must include the CITY as a reference. References for product use in coastal communities are preferred.

IV. Equipment/Vehicles

All CONTRACTOR/sub-contractor equipment shall be sufficient in size and number for work to be performed in a timely manner under this contract. All CONTRACTOR/sub-contractor equipment shall be maintained in good operating condition. The CITY reserves the right to reject any equipment deemed unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to replace rejected equipment in a timely manner and at no cost to the CITY. All equipment shall be equipped at a minimum with manufacturer's recommended sound muffling devices that will reduce noise levels to the State or Federal acceptable limit for residential neighborhoods.

V. Materials

A. All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. CONTRACTOR shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. CONTRACTOR/sub-contractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.

B. The CITY requires that the CONTRACTOR use potable water from the CITY for the project. A construction hydrant water meter must be obtained and all appropriate fees paid prior to the start of work. The CONTRACTOR will be responsible for paying for all potable water used at standard CITY rates.

VI. CONTRACTOR Responsibilities

A. Backflow Prevention: The CITY requires that an approved backflow prevention device be properly installed in-line to the fresh water fill line of all jetting and/or vacuum equipment

B. Staffing: The CONTRACTOR shall employ adequate staff to perform the services required. Staff should include: Project Representative, Project Manager, Field Supervisor and Senior Foreman. Staff shall be proficient and experienced in all phases of services mentioned.

C. Site Assessment: The CONTRACTOR shall visit each site to assess site conditions including confirmation of the actual footage, material type and diameters and incorporate those findings in their initial cost and work proposal.

D. Vehicle Identification: The CONTRACTOR shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. No personal

vehicles are to be parked at the job site.

E. License and Confined Space: The CONTRACTOR shall be a licensed CONTRACTOR for the provision of these services in the State of Florida with full service offices in the State of Florida for the provision these services. The CONTRACTOR shall be certified in confined space entry and traffic control per OSHA requirements.

F. Cleaning of Stormwater Main and Sewer Lines: The CONTRACTOR shall remove and properly dispose of all debris from the inside of stormwater main and/or sewer lines and provide a sufficiently dry interior environment that will not interfere with the installation's expected working life of a durable CIPP liner per the manufacturer's requirements.

G. Bypassing Stormwater and Sewage: The CONTRACTOR shall provide for the flow of stormwater and sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping. The CONTRACTOR shall be responsible for all traffic control during operations and bypass pumping. The cost for traffic control will be included in the overall cost of the project.

H. TV & Inspection of Pipelines: Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipeline and it shall be noted so that these conditions can be corrected. The CONTRACTOR shall review all questionable host pipe areas with the CITY and provide advice on remedies to correct them. A video and suitable log shall be kept for later reference by the CITY. Post-construction inspection and video DVD and log shall be performed by the CONTRACTOR and submitted to the CITY. All video inspection shall be witnessed by a CITY representative as it is being performed.

I. Manhole/Liner Interface: It shall be the responsibility of the CONTRACTOR to make a watertight seal at the interface where the liner/host pipe meets the manhole or other attachment point.

J. Service Reconnection: Service reconnection refers to the reinstatement of the house service connection at the sewer main after the installation of trenchless pipe reconnection system. This will be accomplished from within the sewer main via a remote controlled cutting device.

K. Service with Pressure Grouting: Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The CONTRACTOR shall provide trenchless reconstruction of service laterals and main line sewers. The CONTRACTOR shall have the capability of performing services which include televised inspection, data collection, system flow analysis, and pipeline reconstruction.

L. Safety and Worksite Control: The CONTRACTOR shall provide services that include

safety measures for both their workers and the public. The CONTRACTOR shall be completely responsible for the control of the environment of the work site during on-site operations including implementation, operation, maintenance and tear down of traffic control systems. All precautions shall be taken by the selected CONTRACTOR to protect the workers, public and CITY staff from the exposure to harmful or hazardous situations and substances within the stormwater and sewer systems.

M. Waste Materials: The CONTRACTOR shall be responsible for the disposal of all waste materials and shall transport waste materials to the nearest CITY Wastewater Treatment Plant for processing. CITY shall approve all waste material disposal schedules. The selected CONTRACTOR shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the CONTRACTOR's equipment.

The CONTRACTOR shall be responsible for conforming to any and all requirements regarding hauling and disposal of waste from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments. The CONTRACTOR shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.

N. Curing Water: The CONTRACTOR shall be responsible for all costs associated with disposal of curing water in accordance with CITY, State and Federal regulations.

O. Backflow Prevention / TV Inspection Report: The CONTRACTOR shall prepare and submit a report of each TV inspection and analysis to the CITY for review. The CITY shall consult with the CONTACTOR and finalize the scope of work.

P. Schedule Coordination: The CONTRACTOR shall inform the CITY of its planned work schedules two weeks in advance of performing the work and provide the CITY reasonable opportunity to observe and inspect the work. The CITY will be advised of all schedule changes and notified when a work site is to be left for a 24-hour period when work is not complete.

VII. CONTRACTOR / Sub-contractor Employee Conduct and Appearance

A. Conduct:

1. CONTRACTOR and sub-contractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.
2. All on-site employees shall have current confined space entry certification.
3. Any CONTRACTOR or sub-contractor employee reporting to a work site under the influence and/or smelling of alcohol will not be allowed to stay at the work site. CONTRACTOR shall be responsible for immediate replacement of the employee in a timely manner and at no cost to the CITY.
4. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to provide trained supervision at the work site to ensure work is performed in a safe manner.
5. Any damage resulting from the negligence of CONTRACTOR or sub-contractor employee(s) to CITY property or equipment shall be corrected by the

CONTRACTOR in a timely manner, to the CITY's satisfaction and at the CONTRACTOR's sole expense.

B. Appearance:

1. CONTRACTOR and sub-contractor employees assigned to work under this contract will have an appearance that is neat and clean.

2. CONTRACTOR and sub-contractor employees shall, at minimum, wear a work shirt identifying their company name.

3. Licenses/Permits: It shall be the responsibility of the CONTRACTOR to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as communications companies, electric utilities, gas utilities and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

VIII. Scope of Work General Stormwater and Sanitary Sewer Main Lining

Oval stormwater mains shall be compensated for at the unit cost for the round pipe diameter that meets or exceeds the oval pipe's square feet of flow-way area opening. Individual item quantities may be adjusted at the sole discretion of the City if necessary to compensate for unique project and site conditions.

A. Stormwater main and Sanitary Sewer Cleaning

Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from stormwater mains, sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

1. Quality Assurance: Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. Cleaning experience in coastal community systems is preferred. A CONTRACTOR conducting cleaning operations on existing stormwater main and sewer lines shall have four (4) years experience in cleaning existing stormwater main and sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet of each within the past two (2) years. The CONTRACTOR conducting cleaning operations on new stormwater main and sewer lines shall have four (4) years cleaning experience in cleaning new stormwater main and sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet of each within the past two (2) years

2. Submittals:

a. The CONTRACTOR shall submit a Cleaning Log in a format acceptable to the CITY for the purposes of recording pertinent information relative to the stormwater main and sanitary sewer structures being cleaned.

b. Material Safety Data Sheets (MSDS) submittals shall be made for all chemical cleaning agent proposed for use under this contract.

B. **Products:** The equipment selected for cleaning shall be capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstructions from the sanitary sewer mains and the oval and round stormwater mains. All equipment used for cleaning operations shall be designed and intended to do the type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. The equipment used shall be the product of a manufacturer actively engaged in the research, development and manufacturing of said equipment. Any violations of these specifications may be grounds for removal of the equipment and replacement with equipment meeting these specifications, at no additional cost to the CITY.

1. High Velocity Cleaning Equipment: All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the CITY, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. Hydraulically Propelled Cleaning Equipment: Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm or sewer systems. Storm/Sewer cleaning balls or other such equipment which cannot be collapsed instantly to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease or obstruction.

3. Mechanical Cleaning Equipment: Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to ensure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and product a 2,000 pound rod pull. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism

properly sized. All electrical drops required by the CONTRACTOR shall be arranged by the CONTRACTOR.

4. Capture and Removal of Debris: The CONTRACTOR shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The cost of all system down-time and repairs to restore operational status resulting from construction debris damage that in the CITY's opinion was reasonably preventable will be borne by the CONTRACTOR's.

5. Water Metering Requirements: The CITY shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. All costs incurred in obtaining and delivering the potable water shall be borne by the CONTRACTOR. Only potable water shall be used for this work.

C. **Execution:**

1. General: It is the intent of these specifications to provide a basis by which a stormwater main or sanitary sewer line can be cleaned of all debris so that further work can be carried out. The designated stormwater main and/or sanitary sewer lines shall be cleaned using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. Selection of the equipment used shall be based on the condition of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the CITY. Cleaning of stormwater main or sewer lines shall be accomplished by trapping and collecting all sand, debris, grease and other materials at the next manhole downstream of the line being cleaned, and removal and proper disposal of said materials. The cleaning operations may also provide a means by which the stormwater main or sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. Once a section of pipe has been televised and accepted as complete, no cleaning of sections upstream shall be allowed.

2. Site Visit:

   a. The CONTRACTOR shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes.
   b. The CONTRACTOR shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the CITY representative so that CITY personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the CONTRACTOR excavate buried manholes without prior written authorization from the CITY.

D. **Hydraulic Cleaning Methodology:**

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the stormwater main or sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the

necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the stormwater main or sewer line. Satisfactory precautions shall be taken to protect the stormwater main or sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the stormwater main or sewer line are used, precautions shall be taken to ensure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved.

3. Capture and Removal of Debris: When hydraulic cleaning equipment is used, a suitable weir or dam shall be constructed in the downstream manhole in such a manner that both the solids and water shall be trapped. This trapped solution shall then be pumped, using a method approved by the CITY, from the manhole into a retention chamber aboveground. The retention chamber shall contain not less than two baffles to insure complete settlement of the solids before returning the liquid to the stormwater main or sewer line.

E. **Mechanical Cleaning Methodology:**

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.

2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the stormwater main or sewer line with power winches of suitable size and horsepower.

3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to ensure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.

4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved in writing by the CITY, or as described above.

F. **Special Cleaning Requirements for Cast Iron Pipe:** After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust build-up and mineral deposits. For pipe diameters greater than 24-inch, the CONTRACTOR may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump stations. For pipe diameters less than or equal to 24-inch, all tuberculations shall be removed using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The

CONTRACTOR may choose a similar proofing device if deemed acceptable, in writing, by CITY.

G. **Sanitary Sewer Manhole Modifications:** Any modifications to manholes to facilitate cleaning shall be the CONTRACTOR's responsibility and shall be subject to written approval by the CITY. CONTRACTOR shall salvage and reuse all manhole covers and rings that are removed during sewer line and manhole rehabilitation.

H. **Material Removal and Cleanup:**

1. Material Removal: All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the CITY, except in totally enclosed containers, and only with the prior written approval of the CITY. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the CITY.

2. Root Removal: All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Chemical root treatment may be used at the option of the CONTRACTOR.

   When chemicals are used to aid in removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and in compliance with all applicable CITY, State and Federal regulations. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root treatment material used. The CONTRACTOR shall protect waterways, ponds and other water bodies from chemical contamination.

I. **Degree of Cleaning**: All dirt, debris, roots and other solid and liquid materials shall be removed from the sections of stormwater system or sewer system being cleaned to the extent that closed circuit television inspection can be performed. Light cleaning only shall be conducted on all new stormwater main and sanitary sewer main. When by CITY and CONTRACTOR prior inspection and agreement it is determined that extraordinary work and materials are required for the CONTRACTOR to temporarily halt the infiltration of groundwater by de-watering system means, the cost shall be included as an increase in the quantity used for the cleaning item. A CITY representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:

1. Light Cleaning: The removal of ¼ pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.

2. Medium Cleaning: The removal of greater than ¼ and up to and including ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item.

3. Heavy Cleaning: The removal of greater than ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate line item

J. **Manhole Clean-up**: Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. Debris Disposal: All debris removed from the stormwater system and sanitary sewer system shall be disposed of properly off site in areas provided by the CONTRACTOR and at the expense of the CONTRACTOR. Transportation of debris or other material by the CONTRACTOR shall be done in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the CONTRACTOR shall be responsible for cleaning up any debris or other material to the satisfaction of the CITY or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.

K. **Restoration:** The CONTRACTOR shall be responsible for damage to public and/or private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the CONTRACTOR.

L. **Additional Cleaning:** Should subsequent video inspection of cleaned stormwater main or sewers reveal that additional cleaning is required; the CONTRACTOR shall re-clean the line at no additional expense to the CITY. Any additional video inspection or re-setup of video equipment required due to re-cleaning shall be at no additional expense to the CITY.

M. **Pre- and Post-Work Inspections**

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work, the stormwater main or sewer lines shall be videoed under the direct supervision of a CITY representative. A CITY representative must be on site during the entire inspection procedure period. If video inspection is performed without a CITY representative present, the video will not be accepted by the CITY and must be re-done in the presence of a CITY representative. One (1) copy of the DVD video and associated video logs shall be submitted to the CITY prior to scheduling the post-cleaning and final inspections. If defects or problems are observed on the video, CONTRACTOR shall meet with CITY staff to determine the acceptable method of repair. All work involved with repair or to correct the noted deficiencies shall be at no cost to the CITY.

Television inspection is mandatory and required to be provided by the CONTRACTOR on all stormwater main and sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the CITY at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two (72) hours in advance and a CITY representative is required to be on-site during entire length of each television inspection; otherwise the television inspection will be

deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications.

N. Maintenance of Traffic (MOT)

CONTRACTOR shall furnish all traffic control in accordance with the Florida Department of Transportation (FDOT) specifications as outlined in the "DESIGN Standards for Design , Construction, Maintenance and Utility Operations on the State Highway System" (latest edition) and the United States Department of Transportation/Federal Highway Administration (USDOT/FHWA) "Manual on Uniform Traffic Control Devices" (latest edition) for all aspects of assigned work.

CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.

The CONTRACTOR shall maintain at least one lane of vehicular traffic at all times. The CONTRACTOR shall also provide safety barricades, business entrance signage and flag persons as required to properly maintain traffic flow. The CONTRACTOR shall prepare and submit a traffic maintenance plan for approval by the CITY prior to the start of work if directed by the CITY. All work, materials and costs required for completed traffic control shall be included in the unit cost of the traffic control pay items in the pricing sheet.

O. Locates

CONTRACTOR is responsible for all utility locates.

P. **Isolation and Bypass Operations**

1. CONTRACTOR shall provide all isolation and bypass operations: The CONTRACTOR's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system and stormwater main users while maintenance or construction operations (including rehabilitation, repair or replacement) are being performed on the segment(s) being bypassed and/or from which flow is being diverted by:

    a. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.

    b. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.

    c. Ensure an emergency backup plan is smoothly implemented in the event of system failure.

    d. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, stormwater mains and waterways while flow bypass or diversion pumping takes place, and

e. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.

2. Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is completed, flow shall be returned to the sewer and all temporary equipment removed. The pumped storm water shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the stormwater system. After the work is completed, flow shall be returned to the stormwater mains and all temporary equipment removed.

3. When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic shall comprehensively, methodically and continuously:

   a. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels

   b. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.

   c. Check the integrity of hoses and couplings along the entire bypass/diversion system.

   d. Monitor lubrication levels and top off as necessary

   e. Facilitate minor repairs as required

   f. Report to CITY on problems arising.

4. The CONTRACTOR shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The CONTRACTOR shall be entirely liable for damages to private or public property that may result from his/her operations and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.

5. In the event of accidental overflow or spillage, the CONTRACTOR shall immediately stop the overflow and take action to clean up and disinfect the spillage. The CITY shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.

   Should fines be subsequently imposed as a direct result of the overflow or spillage and the CONTRACTOR is deemed to be entirely responsible, the CONTRACTOR shall pay such fines as are imposed by the authorities. The CITY shall pay no fine(s) where it is shown the CONTRACTOR was entirely responsible for any overflow or spillage.

6. Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

7. The level of noise emitted from pumps must be within local regulations/ordinance parameters

Q. Work Integration

1. Hours of Operation: All work will be conducted during CITY acceptable work hours (typically 7:30 a.m. to 6:00 p.m.), Monday through Friday with the exception of CITY-observed events or holidays, unless circumstances prevent such scheduling. Such circumstances may include, but are not limited to, structures with high peak flows, significant negative impact on business or schools or excessive pedestrian and vehicular traffic flow if structure is located in vehicular or pedestrian thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the CONTRACTOR and the CITY prior to the start of work. CONTRACTOR overtime and other CONTRACTOR-related costs shall be absorbed by the CONTRACTOR.

2. Work Coordination: All work shall be coordinated between a single point of contact for the CONTRACTOR and the CITY designated project manager. Discussion of structure conditions will be conducted before work starts and final payment based on conditions agreed to at time of commencement of work or in subsequently approved change orders.

3. It shall be the responsibility of the CONTRACTOR to notify the CITY a minimum of seventy-two (72) hours prior to the commencement of work in order for CITY personnel to be available for onsite activities.

R. Work Product Submittals

1. Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and approved no less than two weeks prior to execution of the work. The CONTRACTOR is not to mobilize prior to approval of the pumping plan.

2. Videotaping: CONTRACTOR is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project. The video shall be of *high visual quality with complete and clear annotation on screen* to trace the route of camera travel and accurately determine the pipe condition in compatibility with the route and inspection information in the condition assessment log.

S. Site Restoration

The CONTRACTOR shall restore the work site(s) on a daily basis where practical. All obstructions shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.

T. Ordering and Payment

1. Work will be ordered by the City through delivery of a work order request e-mail that includes a due date for the work order proposal to be submitted, a brief description of the work to be done and an aerial map with a schematic detail of the pipe system. The work order request will include a request for a fee and a time for completion. The City's work order request to the CONTRACTOR is based on an annual prioritized

list of projects or a request from the Field Operations staff. It may or may not include the need for special conditions such as a compressed timeframe for response and the work schedule based upon the urgency/conditions such as an impending or partial road collapse. Acceptance of the work order proposal shall be documented by issuance of a City Purchase Order. Work shall not commence until issuance of an electronic Notice to Proceed (i.e., an email) for the work order.

2. Monthly invoices shall be coordinated with the CITY inspector for review and agreement then submitted to the CITY project manager for final acceptance and processing of payment.

U. Mobilization: Mobilization charges shall include movement of equipment and material to the site and other costs not included as a separate line item to commence work on a work authorization.

EXHIBIT B: UNIT PRICE SCHEDULE

Subject to the cost adjustment provisions at the end of the following Tables, and adjustments authorized in Exhibit C, the CONTRACTOR will be paid based on completion of work at the unit prices set forth in the Tables.

	Description	Est. Qty.	Unit	Unit Cost
	CIPP Rehabilitation – Sanitary Sewer Mains			
A	**8" diameter**	**20,000**		
A-1	6.0 mm normal thickness (.236")	1	LF	$23.80
A-2	7.5 mm normal thickness (.295")	1	LF	$25.80
A-3	9.0 mm normal thickness (.354")	1	LF	$27.00
B	**10" diameter**	**1,200**		
B-1	6.0 mm normal thickness (.236")	1	LF	$27.60
B-2	7.5 mm normal thickness (.295")	1	LF	$29.90
B-3	9.0 mm normal thickness (.354")	1	LF	$30.00
c	**12" diameter**	**1,400**		
C-1	6.0 mm normal thickness (.236")	1	LF	$30.50
C-2	7.5 mm normal thickness (.295")	1	LF	$33.00
C-3	9.0 mm normal thickness (.354")	1	LF	$39.30
D	**15" diameter**	**1,400**		
D-1	6.0 mm normal thickness (.236")	1	LF	$39.20
D-2	7.5 mm normal thickness (.295")	1	LF	$42.00
D-3	9.0 mm normal thickness (.354")	1	LF	$48.90
E	**18" diameter**	**1,400**		
E-1	6.0 mm normal thickness (.236")	1	LF	$42.00
E-2	7.5 mm normal thickness (.0295")	1	LF	$47.00
E-3	9.0 mm normal thickness (.354")	1	LF	$53.00
E-4	10.5 mm normal thickness (.413")	1	LF	$59.00
F	**21" diameter**	**1,400**		
F-1	6.0 mm normal thickness (.236")	1	LF	$44.00
F-2	7.5 mm normal thickness (.295")	1	LF	$48.00
F-3	9.0 mm normal thickness (.354")	1	LF	$64.00
F-4	10.5 mm normal thickness (.413")	1	LF	$73.10
F-5	12.0 mm normal thickness (.472")	1	LF	$78.70
F-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	1	LF	$3.20
G	**24" diameter**	**1,400**		
G-1	9.0 mm normal thickness (.354")	1	LF	$72.00
G-2	10.5 mm normal thickness (.413")	1	LF	$82.40
G-3	12.0 mm normal thickness (.472")	1	LF	$89.70
G-4	13.5 mm normal thickness (.531")	1	LF	$94.60
G-5	15.0 mm normal thickness (.591")	1	LF	$99.80
G-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$3.60

	Description	Est. Qty.	Unit	Unit Cost
H	**27" diameter**	**400**		
H-1	9.0 mm normal thickness (.354")	1	LF	$74.00
H-2	10.5 mm normal thickness (.413")	1	LF	$89.50
H-3	12.0 mm normal thickness(.472")	1	LF	$97.60
H-4	13.5 mm normal thickness (.531")	1	LF	$103.80
H-5	15.0 mm normal thickness (.591")	1	LF	$109.90
H-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$4.00
I	**30" diameter**	**500**		
I-1	9.0 mm normal thickness (.354")	1	LF	$76.00
I-2	10.5 mm normal thickness (.413")	1	LF	$96.00
I-3	12.0 mm normal thickness (.472")	1	LF	$99.00
I-4	13.5 mm normal thickness (.531")	1	LF	$110.00
I-5	15.0 mm normal thickness (.591")	1	LF	$115.00
I-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$4.60
J	**36" diameter**	**500**		
J-1	10.5 mm normal thickness (.413")	1	LF	$90.00
J-2	12.0 mm normal thickness (.472")	1	LF	$134.80
J-3	13.5 mm normal thickness (.531")	1	LF	$143.10
J-4	15.0 mm normal thickness (.591")	1	LF	$150.80
J-5	16.5 mm normal thickness (.650")	1	LF	$157.50
J-6	18.0 mm normal thickness (.709")	1	LF	$166.00
J-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	$5.10
K	**42" diameter**	**500**		
K-1	10.5 mm normal thickness (.413")	1	LF	$147.70
K-2	12.0 mm normal thickness (.472")	1	LF	$159.20
K-3	13.5 mm normal thickness (.531")	1	LF	$167.80
K-4	15.0 mm normal thickness (.591")	1	LF	$176.50
K-5	16.5 mm normal thickness (.650")	1	LF	$185.30
K-6	18.0 mm normal thickness (.709")	1	LF	$192.80
K-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	$6.30

	Description	Est. Qty.	Unit	Unit Cost
	Clean & Inspection - Sanitary Sewer Mains			
L	**Light Cleaning and Inspection**	1	LF	
L-1	8" – 12" diameter	1	LF	$1.40
L-2	14" – 18" diameter	1	LF	$2.50
L-3	20" – 24" diameter	1	LF	$3.50
L-4	27" – 42" diameter	1	LF	$4.50

L-5	48" – 72" diameter	1	LF	$7.70
M	**Medium Cleaning**			
M-1	8" – 12" diameter	1	LF	$1.50
M-2	14" – 18" diameter	1	LF	$2.60
M-3	20" – 24" diameter	1	LF	$3.80
M-4	27" – 42" diameter	1	LF	$4.80
M-5	48" – 72" diameter	1	LF	$9.70
N	**Heavy Cleaning**			
N-1	8" – 12" diameter	1	LF	$1.60
N-2	14" – 18" diameter	1	LF	$2.70
N-3	20" – 24" diameter	1	LF	$3.90
N-4	27" – 42" diameter	1	LF	$6.10
N-5	48" – 72" diameter	1	LF	$12.20
		1	LF	
O	**Root Removal**			
O-1	8" – 12" diameter	1	LF	$3.20
O-2	14" – 18" diameter	1	LF	$3.20
O-3	20" – 24" diameter	1	LF	$4.20
O-4	27" – 42" diameter	1	LF	$8.50
O-5	48" – 72" diameter	1	LF	$10.60
		1	LF	
P	**Tuberculation Cleaning**			
P-1	8" – 12" diameter	1	LF	$18.00
P-2	14" – 18" diameter	1	LF	$24.00
P-3	20" – 24" diameter	1	LF	$26.60
P-4	27" – 42" diameter	1	LF	$31.90
P-5	48" – 72" diameter	1	LF	$44.60

	Description	Est. Qty.	Unit	Unit Cost
	CIPP Rehabilitation - Stormwater Mains			
M	**8" diameter**	**500**		
M-1	6.0 mm normal thickness (.236")	1	LF	$30.00
N	**10" diameter**	**800**		
N-1	6.0 mm normal thickness (.236")	1	LF	$32.00
N-2	7.5 mm normal thickness (.295")	1	LF	$35.50
O	**12" diameter**	**1,500**	LF	
O-1	6.0 mm normal thickness (.236")	1	LF	$40.00
O-2	7.5 mm normal thickness (.295")	1	LF	$43.00
P	**15" diameter**	**3,500**		
P-1	6.0 mm normal thickness (.236")	1	LF	$55.00

P-2	7.5 mm normal thickness (.295")	1	LF	$68.00
P-3	9.0 mm normal thickness (.354")	1	LF	$72.00
P-4	Charge for each 1.5 mm thickness increase per LF exceeding 9.0 mm	1	LF	$0.00
Q	**18" diameter**	**5,000**		
Q-1	6.0 mm normal thickness (.236")	1	LF	$61.50
Q-2	7.5 mm normal thickness (.295")	1	LF	$65.00
Q-3	9.0 mm normal thickness (.354")	1	LF	$75.80
Q-4	10.5 mm normal thickness (.413")	1	LF	$79.15
Q-5	Charge for each 1.5 mm thickness increase per LF exceeding10.5 mm	1	LF	$3.10
R	**21" diameter**	**1,100**		
R-1	6.0 mm normal thickness (.236")	1	LF	$61.75
R-2	7.5 mm normal thickness (.295")	1	LF	$74.30
R-3	9.0 mm normal thickness (.354")	1	LF	$85.70
R-4	10.5 mm normal thickness (.413")	1	LF	$91.30
R-5	12.0 mm normal thickness (.472")	1	LF	$99.10
R-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	1	LF	$3.20
S	**24" diameter**	**3,500**		
S-1	9.0 mm normal thickness (.354")	1	LF	$95.75
S-2	10.5 mm normal thickness (.413")	1	LF	$101.20
S-3	12.0 mm normal thickness (.472")	1	LF	$110.00
S-4	13.5 mm normal thickness (.531")	1	LF	$115.00
S-5	15.0 mm normal thickness (.591")	1	LF	$120.75
S-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$3.60
T	**27" diameter**	**1,100**		
T-1	9.0 mm normal thickness (.354")	1	LF	$101.27
T-2	10.5 mm normal thickness (.413")	1	LF	$107.55
T-3	12.0 mm normal thickness (.472")	1	LF	$117.90
T-4	13.5 mm normal thickness (.531")	1	LF	$124.00
T-5	15.0 mm normal thickness (.591")	1	LF	$130.00
T-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$4.00

	Description	Est. Qty.	Unit	Unit Cost
U	**30" diameter**	**3,000**		
U-1	9.0 mm normal thickness (.354")	1	LF	$102.50
U-2	10.5 mm normal thickness (.413")	1	LF	$107.50
U-3	12.0 mm normal thickness (.472")	1	LF	$113.50
U-4	13.5 mm normal thickness (.531")	1	LF	$120.50
U-5	15.0 mm normal thickness (.591")	1	LF	$128.50

	Description	Est. Qty.	Unit	Unit Cost
U-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	1	LF	$4.60
V	**36" diameter**	**2,500**		
V-1	10.5 mm normal thickness (.413")	1	LF	$108.00
V-2	12.0 mm normal thickness (.472")	1	LF	$151.50
V-3	13.5 mm normal thickness (.531")	1	LF	$159.90
V-4	15.0 mm normal thickness (.591")	1	LF	$167.80
V-5	16.5 mm normal thickness (.650")	1	LF	$174.60
V-6	18.0 mm normal thickness (.709")	1	LF	$183.30
V-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	$5.10
W	**42" diameter**	**1,500**		
W-1	10.5 mm normal thickness (.413")	1	LF	$120.00
W-2	12.0 mm normal thickness (.472")	1	LF	$140.00
W-3	13.5 mm normal thickness (.531")	1	LF	$185.50
W-4	15.0 mm normal thickness (.591")	1	LF	$194.30
W-5	16.5 mm normal thickness (.650")	1	LF	$203.20
W-6	18.0 mm normal thickness (.709")	1	LF	$210.90
W-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	1	LF	$6.30
X	**48" diameter**	**1,200**		
X-1	12.0 mm normal thickness (.472")	1	LF	$150.00
X-2	13.5 mm normal thickness (.531")	1	LF	$160.00
X-3	15.0 mm normal thickness (.591")	1	LF	$224.60
X-4	16.5 mm normal thickness (.650")	1	LF	$234.80
X-5	18.0 mm normal thickness (.709")	1	LF	$243.80
X-6	19.5 mm normal thickness (.768")	1	LF	$261.10
X-7	21.0 mm normal thickness (.827")	1	LF	$269.80
X-8	Charge for each 1.5 mm thickness increase per LF exceeding 21.0 mm	1	LF	$8.00
Y	**52" diameter**	**300**		
Y-1	10.5 mm normal thickness (.413")	1	LF	$145.00
Y-2	12.0 mm normal thickness (.472")	1	LF	$155.00
Y-3	13.5 mm normal thickness (.531")	1	LF	$165.00
Y-4	15.0 mm normal thickness (.591")	1	LF	$210.00
Y-5	16.5 mm normal thickness (.650")	1	LF	$220.00
Y-6	18.0 mm normal thickness (.709")	1	LF	$240.00
Y-7	19.5 mm normal thickness (.768")	1	LF	$278.50
Y-8	21.0 mm normal thickness (.827")	1	LF	$289.60
Y-9	22.5 mm normal thickness (.886")	1	LF	$301.50
Y-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	$8.10

	Description	Est. Qty.	Unit	Unit Cost
Z	**54" diameter**	**300**		
Z-1	10.5 mm normal thickness (.413")	1	LF	$150.00
Z-2	12.0 mm normal thickness (.472")	1	LF	$160.00
Z-3	13.5 mm normal thickness (.531")	1	LF	$170.00
Z-4	15.0 mm normal thickness (.591")	1	LF	$210.00
Z-5	16.5 mm normal thickness (.650")	1	LF	$215.00
Z-6	18.0 mm normal thickness (.709")	1	LF	$250.00
Z-7	19.5 mm normal thickness (.768")	1	LF	$303.30
Z-8	21.0 mm normal thickness (.827")	1	LF	$315.90
Z-9	22.5 mm normal thickness (.886")	1	LF	$328.40
Z-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	$8.20
AA	**60" diameter**	**300**		
AA-1	10.5 mm normal thickness (.413")	1	LF	$200.00
AA-2	12.0 mm normal thickness (.472")	1	LF	$225.00
AA-3	13.5 mm normal thickness (.531")	1	LF	$275.00
AA-4	15.0 mm normal thickness (.591")	1	LF	$300.00
AA-5	16.5 mm normal thickness (.650")	1	LF	$320.00
AA-6	18.0 mm normal thickness (.709")	1	LF	$400.00
AA-7	19.5 mm normal thickness (.768")	1	LF	$448.20
AA-8	21.0 mm normal thickness (.827")	1	LF	$463.00
AA-9	22.5 mm normal thickness (.886")	1	LF	$478.00
AA-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	$11.20
BB	**72" diameter**	**300**		
BB-1	10.5 mm normal thickness (.413")	1	LF	$500.10
BB-2	12.0 mm normal thickness (.472")	1	LF	$506.20
BB-3	13.5 mm normal thickness (.531")	1	LF	$519.70
BB-4	15.0 mm normal thickness (.591")	1	LF	$532.80
BB-5	16.5 mm normal thickness (.650")	1	LF	$546.60
BB-6	18.0 mm normal thickness (.709")	1	LF	$680.60
BB-7	19.5 mm normal thickness (.768")	1	LF	$706.30
BB-8	21.0 mm normal thickness (.827")	1	LF	$724.60
BB-9	22.5 mm normal thickness (.886")	1	LF	$739.10
BB-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	1	LF	$12.70

	Description	Est. Qty.	Unit	Unit Cost
	Clean & Inspection -Stormwater Mains			
CC	**Light Cleaning and inspection**			
CC-1	8"- 12" diameter	1	LF	$2.10
CC-2	14" - 18" diameter	1	LF	$2.80
CC-3	20" - 24" diameter	1	LF	$3.50
CC-4	27" - 42" diameter	1	LF	$4.50
CC-5	48" - 72" diameter	1	LF	$7.70
DD	**Medium Cleaning**			
DD-1	8" - 12" diameter	1	LF	$2.40
DD-2	14"- 18" diameter	1	LF	$3.00
DD-3	20" - 24" diameter	1	LF	$3.80
DD-4	27" - 42" diameter	1	LF	$4.80
DD-5	48"- 72" diameter	1	LF	$9.70
EE	**Heavy Cleaning**			
EE-1	8" - 12" diameter	1	LF	$2.50
EE-2	14" - 18" diameter	1	LF	$3.30
EE-3	20" - 24" diameter	1	LF	$3.90
EE-4	27"- 42" diameter	1	LF	$6.10
EE-5	48"- 72" diameter	1	LF	$12.20
FF	**Root Removal**			
FF-1	8" - 12" diameter	1	LF	$3.20
FF-2	14" - 18" diameter	1	LF	$3.20
FF-3	20" - 24" diameter	1	LF	$4.20
FF-4	27" - 42" diameter	1	LF	$12.70
FF-5	48"- 72" diameter	1	LF	$15.90
GG	**Tuberculation Cleaning**			
GG-1	8" - 12" diameter	1	LF	$6.90
GG-2	14" - 18" diameter	1	LF	$8.50
GG-3	20" - 24" diameter	1	LF	$12.70
GG-4	27"- 42" diameter	1	LF	$21.20
GG-5	8" - 72" diameter	1	LF	$31.90
	Ancillary General Services			
	Description	**Est. Qty.**	**Unit**	**Unit Cost**
HH	**By-Pass Pumping**			
HH-1	8" diameter	1	LF	$1.00
HH-2	10" diameter	1	LF	$1.00
HH-3	12" diameter	1	LF	$2.00
HH-4	15" diameter	1	LF	$5.00
HH-5	18" diameter	1	LF	$7.00

	Description	Est. Qty.	Unit	Unit Cost
HH-6	21" diameter	1	LF	$10.00
HH-7	24" diameter	1	LF	$15.00
HH-8	27" diameter	1	LF	$20.00
HH-9	30" diameter	1	LF	$35.00
HH-10	36" diameter	1	LF	$40.00
II	**Standard Service Reconnection**	1	Each	$175.00
JJ	**Service Connection Grouting**	1	Each	$250.00
KK	**Traffic Control - FDOT Right of Way**			
KK-1	Flagman	1	Setup	$620.00
KK-2	Arrow Board	1	Setup	$180.00
KK-3	Barricades	1	Setup	$340.00
KK-4	Lane Dividers	1	Setup	$15.00
LL	**Traffic Control - City Right of Way**			
LL-1	Flagman	1	Setup	$300.00
LL-2	Arrow Board	1	Setup	$180.00
LL-3	Barricades	1	Setup	$250.00
LL-4	Lane Dividers	1	Setup	$15.00
MM	**Traffic Control - County Right of Way**			
MM-1	Flagman	1	Setup	$620.00
MM-2	Arrow Board	1	Setup	$180.00
MM-3	Barricades	1	Setup	$340.00
MM-4	Lane Dividers	1	Setup	$15.00
NN	**Easement Access**			
NN-1	6" to 12" diameter	1	LF	$3.00
NN-2	14" to 18" diameter	1	LF	$4.00
NN-3	20" to 24" diameter	1	LF	$5.00
NN-4	27" to 30" diameter	1	LF	$8.50
NN-5	36" to 42" diameter	1	LF	$10.90
NN-6	48" to 54" diameter	1	LF	$16.20
OO	**Mobilization**	1	Lump Sum	$1,500.00
PP	**Bonds**	1	Percentage	$1.5%

EXHIBIT B, cont.
Adjustments to Unit Price Schedule

1. Upon the CONTRACTOR's written request, the City Manager may at the City Manager's sole discretion adjust the Unit Prices in the above schedule pursuant to the following procedure. The CONTRACTOR will make such requests no more frequently than annually, and no sooner than one year after the Effective Date, and will include sufficient information to allow the CITY to properly review.

(a) For resin using items (i.e., Unit Price Listed items A – K and M through BB) the adjustment will be as follows:

(25% x A) + (75% x B) = Total increase, where

A = The documented increase in Insituform's resin cost during the Interval Period as defined below.

B = the increase or decrease in the CPI (as described below) during the Interval Period.

The Interval Period is the period beginning on the date of the last price escalation established pursuant to this Section, or if no price escalation has been previously made the Effective Date, and the ending on the date that notice is received requesting the adjustment.

The specific Consumer Price Index used shall be the following:

Population Coverage:	CPI-U (all urban consumers)
Area Coverage:	U.S. City Average
Series Title:	All items
Index Base Period:	1982-84 = 100
Reference Range:	12 month period ending 12/31 data released in mid-January.

EXAMPLE:

Example, if the cost of resin increases 10% and the CPI Index decreases 2%, the total increase for the applicable unit prices would be: (25% x 10%) + (75% x - 2%) = 1% increase (rounded to the nearest $0.01).

(b) For all other items, the increase equals 75% of the increase in the CPI during the Interval Period.

Example , if CPI increased by 4% the cost adjustment for non-resin using items would be: (75% x 4%) = 3% increase rounded to nearest $0.01.

2. Pricing adjustments pursuant to this Section will be effective on the next anniversary of the Effective Date, and will apply only to work authorizations issued after that date. Within thirty (30) days after CONTRACTOR gives notice to the CITY of a price adjustment, the CITY may request an audit for the purpose of verifying the price adjustment.

3. The Parties may agree at any time to revise the Unit Price Schedule by formal amendment.

EXHIBIT C: GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMS

1.1 Defined Terms.

1.1.1 **"Change Instrument"** means a Field Directive or a Change Order.

1.1.2 **"Change Order"** means a written directive issued by the OWNER authorizing a modification in the price, time for performance, or other provision of the work authorization.

1.1.3 **"City Code"** means the City of Daytona Beach Code of Ordinances.

1.1.4 **"City Commission" or "Commission"** means the City of Daytona Beach City Commission.

1.1.5 **"City Manager"** means the City Manager for the City.

1.1.6 **"Commencement Date"** means the date established in the work authorization for commencement of the Project; of if no such date is provided in the work authorization, the date of the work authorization.

1.1.7 **"Contract Administrator"** means the individual specifically authorized to administer the Contract on the OWNER's behalf; provided, however that in all instances the City Manager may act as the Contract Administrator.

1.1.8 **"CONTRACTOR"** means the person of firm identified as such in the Contract.

1.1.9 **"Day" or "Days"** means calendar days unless otherwise specifically noted in the Contract Documents.

1.1.10 **"Defective Work" or "Nonconforming Work"** means Work that:

.1 Does not conform to the Contract Documents;

.2 Does not meet the requirements of any inspection, test or approval as referred to in the Contract Documents or required by law;

.3 Contains defects;

.4 Represents a substitute for that required by the Technical Provisions, unless properly approved and authorized as provided in the Contract Documents; or

.5 Has been damaged or destroyed prior to Final Completion.

1.1.11 **"Effective Date"** means the date on which this Contract is fully executed.

1.1.12 "**Equipment"** means the machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the Work.

1.1.13 **"Field Directive"** means a written order prepared and signed by the OWNER, not involving a change in Project Price or Project Time, directing a minor change in the Work where a Change Order is not required.

1.1.14 "Final Completion" means acceptance of the Work by the OWNER as evidenced by its signature upon the Certificate of Final Completion.

1.1.15 "Force Account" means a method for payment of additional Work that is based on CONTRACTOR's labor, equipment and materials costs with consideration for overhead and profit.

1.1.16 "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by CONTRACTOR or the OWNER, (ii) are beyond the control of CONTRACTOR and the OWNER, and (iii) materially hinder or interfere with the ability of CONTRACTOR to prosecute the Work; provided, however, that no such condition or circumstance will be a Force Majeure event if it is the result of CONTRACTOR's fault, negligence, or material breach of this Contract. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, and severe adverse weather conditions not reasonably anticipated.

1.1.17 "Hazardous Materials" has the meaning as provided by law.

1.1.18 "Legal Requirements" means, collectively, all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work. The term includes the City Code and other City ordinances and regulations.

1.1.19 "Materials" means goods or substances to be incorporated in the Work under the Contract.

1.1.20 "OWNER" means the City of Daytona Beach; or, if the form Contract so provides, the Community Redevelopment Agency for the City. All references within the Technical Provisions to the "City" are intended to refer to the "OWNER" unless logic dictates otherwise.

1.1.21 "Project" means the subject of the Work as outlined in a work authorization, and its intended result.

1.1.22 "Project Price" means the total compensation due to CONTRACTOR for Work to be performed under a specific work authorization, subject only to those adjustments provided in the Contract Documents.

1.1.23 "Project Time" means the total period of time stated in the work authorization between the Commencement Date and the deadline for Final Completion of the work referenced in the work authorization, subject only to those adjustments provided in the Contract Documents.

1.1.24 "The Prompt Payment Act" means the Local Government Prompt Payment Act, F.S. § 218.70 *et seq.* (2009), as hereafter amended.

1.1.25 "Purchasing Code" means the provisions of Chapter 30 of the City Code.

1.1.26 "Referenced Standards" includes standards, standard details, specifications, manuals, regulations or codes of any technical society, organization or association, or of any governmental or quasi-governmental authority referred to in the Contract Documents to describe the nature or quality of any of the Work, whether such reference be specific or by implication, and means the latest standard, standard detail, specification, manual, regulation or code in effect at the time of Bid opening, except as may be otherwise specifically stated in the Contract Documents.

1.1.27 "Specifications" means the Scope of Work and any Standards referenced therein..

1.1.28 "Sub-contractor" means a person or firm that under a direct contract with CONTRACTOR to perform a portion of the Work, and also unless logic dictates otherwise, sub-sub-contractors and persons or firms doing work through such sub-sub-contractors.

1.1.29 "Unilateral Change Instrument" means a Change Instrument issued by the OWNER and not executed by CONTRACTOR.

1.1.30 "Unit Price Schedule" means the Unit Price Schedule included in the Contract Documents, as it may from time to time be adjusted pursuant to the Contract Documents.

1.1.31 "Working Hours" means 7:00 am through 6:00 pm, Monday through Friday excluding holidays designated by the City of Daytona Beach.

1.2 Use of Terms.

1.2.1 Singular and Plural. The OWNER, CONTRACTOR, Sub-contractor, Supplier, other contractors, surety, insurer and others may be referred to in the Contract Documents as if singular in number. In the event that more than one person or entity occupies the position referred to and unless otherwise indicated, the term is interpreted to include all such persons or entities.

1.2.2 Technical Terms and Trade Usage. Terms in the Contract Documents which have well-known technical or construction industry meanings and are not otherwise defined are used in accordance with such recognized meanings unless the context clearly indicates otherwise.

ARTICLE 2 –PRELIMINARY MATTERS

2.1 Submittals and Notice to Proceed Required. No Work will be done in association with a specific work authorization, at the Project Site or otherwise, until OWNER has issued a notice-to-proceed. OWNER will not issue a notice-to-proceed until CONTRACTOR has submitted the documents referenced in 2.2 below, and the Parties have held a pre-construction meeting.

2.2 Pre-Project Commencement Requirements.

2.2.1 CONTRACTOR will prepare and submit all required pre-construction submittals within 15 Days after the Work Authorization is issued, except where the Contract Administrator extends time for submittal in writing. The submittals will include each of the following:

.1 A proposed Progress Schedule for the Project.

.2 Any bonds required.

.3 Any additional documents, such as haul routes, designation of superintendant, safety plans, that the OWNER requires at the preconstruction meeting, consistent with the provisions of this Contract.

2.2.2 The OWNER will have the right to accept or reject each of the required submittals. The OWNER will provide CONTRACTOR written notice as to any submittals that are rejected, in which instance CONTRACTOR will promptly resubmit them. Alternatively in such instance, the OWNER will have the right but not the obligation to schedule a preconstruction meeting; provided that the preconstruction meeting is scheduled no later than 30 days after the issuance of the Work Authorization, and the OWNER may delay issuance of the Notice to Proceed until the OWNER and CONTRACTOR have held the meeting.

2.2.3 The OWNER's acceptance of the above-referenced submittals will be deemed to be general only relating solely to their sufficiency and compliance with the intent of the Contract. Such acceptance does not constitute the OWNER's adoption, affirmation, or direction of CONTRACTOR's

means and methods, and does not constitute a Change Instrument. OWNER's acceptance of the Progress Schedule will not impose on the OWNER, responsibility or liability for the sequencing, scheduling, or progress of the Work, and will not relieve CONTRACTOR from CONTRACTOR's responsibility for complying with the terms and conditions of this Contract. CONTRACTOR will at all times remain responsible for the factual accuracy of all such submittals.

2.3 Notice to Proceed. OWNER in its sole discretion may delay issuing the Notice if CONTRACTOR has not completed its preconstruction submittals within that time; and provided, further, that the OWNER may delay issuing the Notice for any or no reason, with the CONTRACTOR's concurrence.

2.4 Availability of Lands. The OWNER will provide access to all Project Sites, secure any easements necessary therefore, and notify CONTRACTOR of any restrictions in such access. The OWNER may identify in the Contract Documents or work authorization, as applicable, encumbrances or restrictions not of general application which are known by the OWNER and specifically related to use of the Site, but which are not of public record. The CONTRACTOR will comply with such encumbrances and restrictions in performing the Work. Permanent easements for the completed facility or for changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

3.1 Contract Administrator. The Contract Administrator is authorized to administer the Contract and work authorizations on behalf of the OWNER, commencing on the Effective Date and terminating on the date CONTRACTOR performance is completed (including final payment) or terminated.

3.1.1 The Contract Administrator's authority is limited as follows:

.1 Provide direction to the CONTRACTOR to ensure satisfactory and complete performance;

.2 Issue Field Directives;

.3 Monitor and inspect CONTRACTOR performance to ensure acceptable timeliness and quality;

.4 Maintain necessary documentation and records regarding CONTRACTOR performance and other pertinent matters;

.5 Furnish timely written notice of CONTRACTOR performance failures to the City Manager and to the City Attorney, as appropriate;

.6 Determine acceptance or rejection of CONTRACTOR's performance;

.7 Approve or reject applications for payment, other than application for final payment;

.8 Furnish necessary reports to the City Manager;

.9 Recommend Change Instruments or stop work orders to the City Manager; and

10, Recommend termination of Contract or work authorizations for default or convenience to the City Manager.

3.1.2 The authority of the Contract Administrator is limited to the functions set forth above. In particular, the Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that:

.1 Alter or modify Contracts or work authorizations;

.2 Terminate or cancel Contracts or work authorizations;

.3 Approve, as opposed to recommend, Change Orders or Contract Amendments;

.4 Interpret ambiguities in the Contract or work authorization; or

.5 Approve final applications for payment; or

.6 Waive the OWNER's Contract rights.

3.2 City Manager. The City Manager has all of the authority of the Contract Administrator. The City Manager has authority to approve specific work authorizations, and change orders to work authorizations, in accordance with the Purchasing Code or as specifically authorized by the Daytona Beach City Commission, and approve final applications for payment except where approval also requires approval of a change order that is not within the City Manager's authority, below.

3.3 Authority Reserved in City Commission. All administrative authority not specifically conferred upon the Contract Administrator or City Manager is reserved to the City Commission. Modifications to the Contract or any work authorization required to be approved by the Commission may be in the form of change orders or formal amendments, as appropriate.

3.4 General Obligation to Avoid Delays. Information or services under the OWNER's control will be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER will have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR will notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for the OWNER's decision, impacts in any way the Critical Path of the current approved Progress Schedule.

3.5 Owner-Provided Inspectors. The OWNER will provide persons to perform OWNER-required inspections.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS

4.1 Work Within Right-of-Way. The work will largely be performed within the public right-of-way, and OWNER affirms that CONTRACTOR will have the right to access the areas where work is required to be performed. The Parties do not anticipate that CONTRACTOR will be required to occupy space outside of the right-of-way to perform its services herein under normal conditions. CONTRACTOR will promptly notify OWNER if for any reason CONTRACTOR is required to occupy such space.

4.2 Temporary Facilities. CONTRACTOR will obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided. CONTRACTOR will be responsible for providing at his own expense and without liability to the OWNER, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. CONTRACTOR will be required to obtain approval of any private property owner for such additional lands and access unless specifically provided otherwise in the Contract Documents.

4.3 Utility Locations. CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Plans. CONTRACTOR will notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection

of utilities is primary and non-delegable. CONTRACTOR will indemnify or reimburse such expenses or costs (including fines that may be levied against the OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area. The OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR will give verbal notice within one hour and written notice within 24 hours, to the OWNER and to the utility representatives identified on the Plans.

4.4 Protection of Resources. CONTRACTOR will take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature will be disturbed without written permission of the OWNER and the FDHR. When such objects are uncovered unexpectedly, CONTRACTOR will stop all Work in close proximity and notify the OWNER and the FDHR of their presence and will not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on the OWNER's property will remain property of FDHR conforming to applicable provisions of Florida Statutes. If the OWNER, in consultation with the FDHR, determines that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, CONTRACTOR will perform salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Project Price or the Project Time will be equitably adjusted as necessary subject to compliance with the provisions herein for Changes and Delays.

4.5 Protection of Reference Points. Unless otherwise specified, the OWNER will furnish a base line and a suitable number of bench marks adjacent to the work. From the information provided by the OWNER, CONTRACTOR will develop and make all detailed surveys, stakes, lines, and elevations, as CONTRACTOR deems necessary. CONTRACTOR will carefully protect and preserve benchmarks, reference points, and stakes. If these benchmarks, reference points, or stakes are disturbed or destroyed due to CONTRACTOR's failure to comply with the above-referenced requirement, CONTRACTOR will bear the cost of expenses of relocating and replacing them, including the costs of a Registered Professional Land Surveyor if the OWNER determines the same to be necessary.

4.6 Hazardous Materials.

4.6.1 To the extent provided by applicable law, the OWNER will be responsible for any pre-existing hazardous material uncovered or revealed at the Project Site which was not shown, indicated or identified in the Contract Documents to be within the scope of the Project and which may present a substantial danger to persons or property exposed thereto in connection with the Project.

.1 CONTRACTOR will immediately stop Work in the affected area and will take all necessary precautions to avoid further disturbance of the materials. CONTRACTOR will also will immediately notify the OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or Project Site.

.2 Upon receiving notice of the presence of suspected Hazardous Materials, the OWNER will take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures will include the OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that the OWNER will take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

.3 CONTRACTOR will be obligated to resume Work at the affected area of the Project only after the OWNER provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or

Site. CONTRACTOR will be responsible for continuing the Work in the unaffected portion of the Project and the Project Site.

.4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Project Price and Project Time to the extent CONTRACTOR's cost and time of performance have been adversely impacted by the presence of Hazardous Materials.

4.6.2 No asbestos-containing materials will be incorporated into the Work or brought on Project Site without prior approval of the OWNER. CONTRACTOR will not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER's written approval. When a specific product is specified, CONTRACTOR will endeavor to verify that the product does not include asbestos containing material.

4.6.3 CONTRACTOR will be solely responsible for use, storage and remediation of any Hazardous Materials brought to Project Site by CONTRACTOR, Sub-contractors, Suppliers, and anyone else for whom CONTRACTOR is responsible. CONTRACTOR will indemnify, defend and hold harmless the OWNER and the OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Materials introduced to Project Site by CONTRACTOR, Sub-contractors, Suppliers, or anyone for whose acts they may be liable.

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.1 General Responsibilities.

5.1.1 Scope of Work. CONTRACTOR will provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to accomplish the Project at the Work Site, including measures for sediment control, storm water management, and waste disposal, in compliance with this Contract and the work authorization. CONTRACTOR is required to perform each Project in conformance with the Contract Documents and the work authorization, and will provide all Work reasonably inferable from these Documents and work authorization(s) as being necessary to produce the intended results.

5.1.2 Quality. All materials and Work will be of good quality for the intended use and consistent with the quality of surrounding Work, and will conform to the requirements of the Contract Documents and to the standards for construction of the Project generally. All materials will be new.

5.1.3 Construction Means and Methods. CONTRACTOR will provide continuous on-site supervision and direction of the Work using CONTRACTOR's best efforts. CONTRACTOR will have control over construction means, methods, techniques, sequences, and procedures, unless the Contract Documents give other specific instructions concerning these matters, and is solely responsible therefore.

5.1.4 Discipline at the Project Site. CONTRACTOR will enforce strict discipline and good order among CONTRACTOR's employees and other persons for whose Work CONTRACTOR is responsible, including CONTRACTOR's employees, Sub-contractors, and Suppliers, and the agents and employees of any of them.

5.1.5 Responsibility for Subordinates. CONTRACTOR is responsible for the acts and omissions of all persons performing portions of the Work at the Project Site, including but not limited to CONTRACTOR's employees, Sub-contractors, and Suppliers, and the agents and employees of any of them.

5.1.6 Assignment, Scheduling and Coordination. CONTRACTOR is solely responsible for and has control over assigning, scheduling and coordinating all portions of the work under the Contract

performed by CONTRACTOR's own forces and by its Sub-contractors and Suppliers, in accordance with the approved Progress Schedule, unless the Contract Documents give other specific instructions concerning these matters.

5.1.7 Obligations Not Relieved. CONTRACTOR is not relieved of its obligations to perform the Work in accordance with the Contract Documents, by the activities or duties of the OWNER in the administration of the Contract or of construction, or by tests, inspections, or approvals required or performed by persons other than CONTRACTOR.

5.1.8 Ongoing Duty to Report Problems with Contract Documents. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any Legal Requirements or of any such standard, specification, manual, or code or instructions of any manufacturer or Supplier, CONTRACTOR will within three days of such discovery report it to the OWNER in writing, and CONTRACTOR will not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued. CONTRACTOR will be liable to the OWNER for failure to report any such conflict, error, ambiguity, or discrepancy of which CONTRACTOR knew or reasonably should have known. CONTRACTOR will be liable to the OWNER for CONTRACTOR's failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents within said three-day period.

5.1.9 Inspection of Work. CONTRACTOR will make frequent inspections during the progress of the Work to confirm that work previously performed by CONTRACTOR is in compliance with the Contract Documents and applicable Legal Requirements and Referenced Standards and that portion of Work previously performed by CONTRACTOR or by others are in proper condition to receive subsequent Work.

5.2 Diligent Prosecution. CONTRACTOR will at all times be responsible for the diligent prosecution of each Project so as to complete the Work within the Project Time. CONTRACTOR will carry on the Work and adhere to the current approved Progress Schedule, including during all disputes or disagreements with the OWNER. No Work will be delayed or postponed pending resolution of any disputes or disagreements, except as the OWNER and CONTRACTOR may otherwise agree through a Change Order or Contract amendment.

5.3 Supervision and Superintendence.

5.3.1 CONTRACTOR will supervise the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

5.3.2 CONTRACTOR will have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and will have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent will be as binding as if given to CONTRACTOR, even where written notice is otherwise required. Either CONTRACTOR or the Superintendent will provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when Work is not in progress. The Superintendent will be an employee of CONTRACTOR, unless waived in writing by the OWNER. If CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent will likewise apply to any such Project Manager.

.1 CONTRACTOR will not replace the Superintendent without written notice to the OWNER. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR will provide the necessary information for approval, as stated above, on the proposed new Superintendent.

.2 CONTRACTOR may designate a qualified substitute Superintendent if the designated Superintendent is temporarily away from the Work, subject to OWNER approval.

.3 CONTRACTOR will replace the Superintendent upon the OWNER's request, if the Superintendent is unable to perform to the OWNER's satisfaction.

5.4 Labor, Materials and Equipment.

5.4.1 CONTRACTOR will employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR will prohibit the use and possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the OWNER's property. Subject to the applicable provisions of Florida law, neither CONTRACTOR, nor Sub-contractors, Suppliers, or other agents of CONTRACTOR, may use or possess any firearms or other weapons while on the job or on the OWNER's property. If the OWNER notifies CONTRACTOR that any officer, employee, Sub-contractor, Supplier, or other agent is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Florida law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR will immediately remove that person from performing Contract Work, and may not employ that person again on the Work without the OWNER's prior written consent. CONTRACTOR will at all times maintain good discipline and order on- and off-Project Site in all matters pertaining to the Project. CONTRACTOR will pay workers no less than the wage rates established by law, and maintain weekly payroll reports as evidence thereof.

5.4.2 CONTRACTOR will not use any preexisting facilities of the OWNER without the specific written consent of the OWNER, except as indicated in the Contract Documents. CONTRACTOR is solely responsible for temporary facilities and services provided or utilized by CONTRACTOR and will remove those not required to remain at the completion of the Work or any portion thereof, will promptly correct any damage caused by the erection, use or removal of temporary facilities; and will restore the Project Site and any adjacent areas to their original condition or that required by the Contract Documents upon completion of the Work.

5.4.3 CONTRACTOR will store, handle, install, and test all materials in accordance with the manufacturer's or Suppliers' most recent instructions and recommendations. CONTRACTOR will promptly notify the OWNER if these instructions and recommendations are in conflict with any provision of the Contract Documents.

5.4.4 All materials and equipment will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable manufacturer and Supplier, except as otherwise provided in the Contract Documents. The Contract Administrator may require CONTRACTOR to furnish one or more of the following:

.1 Satisfactory evidence (i.e., reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment.

.2 Samples of required equipment and materials prior to having such equipment and materials delivered to the Project Site. Each sample submitted by CONTRACTOR will carry a label giving the name of CONTRACTOR, the Project, and the name of the producer. The accompanying certificate or letter from CONTRACTOR will state that the sample complies with the contract requirements, will give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the OWNER in reviewing the sample promptly. It will also include the statement that all materials or equipment furnished for use in the Project will comply with the samples and/or certified statements. In addition, the

accompanying certificate will include a written narrative explanation itemizing the extent to which the sample deviates from the Specifications or other Contract requirements.

5.4.5 The OWNER will not be required to consider delays in the Work caused by delivery of non-complying materials or equipment, or by late or improper submission test reports or manufacturer's certificates for OWNER approval, as just cause for an extension of the Contract Time. The OWNER's acceptance of any test report, certificate, or sample will be general only and will not constitute a waiver of the OWNER's right to demand full compliance with Contract requirements, nor relieve CONTRACTOR from ensuring full compliance with the Contract.

5.4.6 CONTRACTOR will assign to the OWNER, any rights CONTRACTOR may have to bring antitrust suits against Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR will cooperate with the OWNER should the OWNER wish to prosecute suits against Suppliers for illegal price fixing.

5.4.7. Upon CONTRACTOR's request and the Contract Administrator's written approval, CONTRACTOR may locate stored materials off-site, so long as they are in a bonded and insured facility, accessible to the OWNER, and are clearly marked as OWNER's property.

5.4.8 Title to materials delivered to the Project Site or stored off-site will not be deemed to pass to the OWNER until the OWNER accepts such title by paying for same. The OWNER will be entitled but is not required to request title documentation. Risk of loss will not pass to the OWNER until title passes.

5.5 Concerning Sub-Contractors, Suppliers, and Others.

5.5.1 CONTRACTOR will retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to assign this Contract, by power of attorney or otherwise, without the OWNER's prior written consent.

5.5.2 CONTRACTOR will not subcontract the performance of the entire Project or the supervision and direction of the Work without the OWNER's prior written consent. CONTRACTOR will not employ any Sub-contractor or other person or organization, whether initially or as a substitute, against whom the OWNER may have reasonable objection. The OWNER will communicate such objections by written notice. CONTRACTOR will not substitute any Sub-contractor that has been accepted by the OWNER, unless the OWNER first accepts the substitute in writing.

5.5.3 CONTRACTOR will be fully responsible to the OWNER for all acts and omissions of the Sub-contractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under contract with CONTRACTOR and under contract with CONTRACTOR's Sub-contractors or Suppliers, just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents will create for the benefit of any such Sub-contractor or other person or organization any contractual relationship between the OWNER and any such Sub-contractor or other person or organization, nor will it create any obligation on the part of the OWNER to pay or to see to the payment of any moneys due any such Sub-contractor or other person or organization except as may otherwise be required by Legal Requirements.

5.5.4 CONTRACTOR will be solely responsible for efficiently scheduling and coordinating the Work of Sub-contractors and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR will require all Sub-contractors and such other persons and organizations performing or furnishing any of the Work to communicate with the OWNER through CONTRACTOR.

5.5.6 To the extent allowed by Florida law, the OWNER will be deemed to be a third party beneficiary to each subcontract and may, if the OWNER elects, following a termination of CONTRACTOR, require that the Sub-contractor(s) perform all or a portion of unperformed duties and

obligations under its subcontract(s) for the benefit of the OWNER, rather than CONTRACTOR; however, if the OWNER requires any such performance by a Sub-contractor for the OWNER's direct benefit, then the OWNER will be bound and obligated to pay such Sub-contractor the reasonable value for all Work performed by such Sub-contractor to the date of the termination of CONTRACTOR, less previous payments, and for all Work performed thereafter. If the OWNER elects to invoke the OWNER's right under this Section, the OWNER will provide notice of such election to CONTRACTOR and the affected Sub-contractor(s).

5.6 Patent Fees and Royalties.

5.6.1 CONTRACTOR will be responsible at all times for compliance with applicable patents and copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Proposal.

5.6.2 CONTRACTOR will pay all royalties and license fees and will provide, prior to commencement of a Project hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not the OWNER specifies a particular design, device, material, or process.

5.6.3 CONTRACTOR will defend all suits or claims for infringement of any patent or copyright and will save the OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Proposal or the performance of the Work or otherwise arising in connection therewith. The OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR will indemnify and save harmless the OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against the OWNER.

5.6.4 The OWNER will have the right to stop the Work and/or terminate the contract at any time if CONTRACTOR fails to disclose to the OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material, or process.

5.7 Construction Operations.

5.7.1 CONTRACTOR will confine operations at the Project Site to those areas permitted by all Legal Requirements, and will not unreasonably encumber the Project Site with materials and equipment. CONTRACTOR will assume full responsibility for any damage to any portion of the Project Site, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. If an adjacent property owner or occupant files a claim because of or in connection with the performance of the Work, CONTRACTOR will promptly settle the claim by negotiation or as otherwise provided by law. CONTRACTOR will indemnify, defend and hold harmless the OWNER and anyone directly or indirectly employed by the OWNER, from and against all claims, costs, losses, and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such the owner or occupant against the OWNER or any other party indemnified hereunder to the extent caused by or based upon performance of the Work or failure to perform the Work.

5.7.2 Except as otherwise provided in the Contract Documents or a work authorization, all Work will be performed solely during Working Hours, unless (i) more restrictive hours are required by City ordinances or other Legal Requirements governing CONTRACTOR's performance of the Work, or (ii) the Contract Administrator approves expanded Working Hours in writing, such as in the event of emergencies, in which instance the Contract Administrator's approval may be terminated at any time and for any reason without recourse to CONTRACTOR. The OWNER has the right to impose further restrictions on working hours reasonably related to the use of occupied facilities. No delays resulting from compliance with applicable Legal Requirements may form the basis for any claim by CONTRACTOR for delay damages or additional compensation or for any extensions of the Contract Time. CONTRACTOR will not permit Work outside of Working Hours without the written consent of the OWNER; such consent, if

given, may be conditioned upon payment by CONTRACTOR of the OWNER's additional costs and fees incurred in monitoring such off-hours Work. CONTRACTOR will notify the OWNER as soon as possible if Work will be performed outside such times in the interest of the safety and protection of persons or property at the Project Site or adjacent thereto, or in the event of an emergency. In no event will CONTRACTOR permit Work to be performed at the Project Site without the presence of CONTRACTOR's Superintendent and person responsible for the protection of persons and property at the Project Site and compliance with all Legal Requirements, if different from the Superintendent.

5.7.3 Site Maintenance. During the progress of the Work and on a daily basis, CONTRACTOR will keep the Project Site free from accumulation of waste materials, rubbish, and other debris resulting from the Work. If CONTRACTOR fails to do so in a manner reasonably satisfactory to the OWNER within 48 hours after notice or as otherwise required by the Contract Documents, the OWNER may clean the Project Site and back charge CONTRACTOR for all costs associated with the cleaning.

At Final Completion, CONTRACTOR will leave the Project Site clean and ready for OWNER's use, including but not limited to the cleaning of manholes, inlets, and gravity underground piping systems, and ready for the OWNER's occupancy, and will at this point also remove all tools, appliances, equipment, machinery, surplus materials, waste, trash, and debris materials. CONTRACTOR will, at a minimum, restore to original condition all property not designated for alteration by the Contact Documents. If CONTRACTOR fails to clean up at the completion of the Work, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

5.7.4 Risk of Performance. If CONTRACTOR performs any work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission, or violation of Legal Requirements in the Contract Documents of which CONTRACTOR is aware, or which could reasonably have been discovered by the review required by CONTRACTOR by this Contract, without prompt written notice to the OWNER and request for correction, clarification or additional information, as appropriate, CONTRACTOR does so at its own risk and expense and all claims relating thereafter are specifically waived.

5.8 Legal Requirements.

5.8.1 CONTRACTOR will diligently and promptly call for locates required, in accordance with Sunshine State One Call of Florida requirements.

5.8.2 CONTRACTOR will give all other notices and comply with all other Legal Requirements, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where these Legal Requirements provide otherwise, the OWNER will not be responsible for monitoring CONTRACTOR's compliance with any Legal Requirements.

5.8.3 Maintaining clean water, air, and earth or improving thereon will be regarded as of prime importance. CONTRACTOR will plan and execute its operations in compliance with all applicable Legal Requirements concerning control and abatement of water pollution and prevention and control of air pollution.

5.9 Taxes.

5.9.1 CONTRACTOR will pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida in the performance of this Contract.

5.9.2 The OWNER is an exempt organization as defined by Florida Statutes and is therefore exempt from payment of sales and use taxes.

5.10 Safety and Protection.

5.10.1 CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR will submit a site security plan to the OWNER. By reviewing the plan or making recommendations or comments, the OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury, or loss. CONTRACTOR will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, and loss to:

.1 the public;

.2 all persons on the Project Site or who may be affected by the Work;

.3 all the Work and materials and equipment to be incorporated therein, whether in storage on or off Project Site; and

.4 other personal property, fixtures and other items at the Project Site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

5.10.2 CONTRACTOR will comply with the Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 U.S.C § 651 et seq., 29 C.F.R. 1926.650 Sub Part P., and Chapter 90-96 Florida Statutes. In addition CONTRACTOR will comply with all other applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss, and will erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR will notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and will cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in this Subsection 5.10 and caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Sub-contractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, will be remedied by CONTRACTOR (except damage or loss attributable to the fault of Specifications or to the acts or omissions of the OWNER or anyone employed by OWNER or anyone for whose acts OWNER may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Sub-contractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work will continue until such time as all of the Project is completed and the OWNER has issued a Certificate of Final Completion as provided in the Contract Documents (except as otherwise expressly provided in connection with Substantial Completion).

5.10.3 CONTRACTOR will be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at Project Site in accordance with Legal Requirements.

5.10.4 CONTRACTOR will comply with the following requirements in emergencies:

.1 In emergencies affecting the safety or protection of persons or the Work at Project Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from the OWNER , is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR will give the OWNER telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the OWNER determines that a change in the Contract Documents is required because of the action taken by

CONTRACTOR in response to such an emergency, a Change Order will be issued; otherwise the OWNER will not be responsible for CONTRACTOR's emergency action.

.2 Authorized agents of CONTRACTOR will respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project Site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, the OWNER may direct other forces to take action as necessary to remedy the emergency condition, and the OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

.3 If there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR will provide to the Contract Administrator verbal notification within one hour and written notification within 24 hours of the event and will be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. CONTRACTOR will provide the OWNER copies of such documentation within 48 hours of the event.

.4 CONTRACTOR will cooperate with the OWNER in any investigation of any such incident. CONTRACTOR will immediately report such incidents to any other governmental or quasi-governmental authorities having jurisdiction over safety-related matters as may be required by law.

5.11 Indemnification.

5.11.1 Any obligation of CONTRACTOR to indemnify or hold harmless under this Contract will not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Sub-contractor, Supplier, or other person or organization for whom CONTRACTOR may be responsible under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5.11.2 If CONTRACTOR fails to follow the OWNER's directives concerning use of Project Site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR will indemnify the OWNER against all costs resulting from such claims.

5.11.3 If CONTRACTOR unreasonably delays progress of the Work being done by others on Project Site so as to cause loss for which the OWNER becomes liable, then CONTRACTOR will indemnify the OWNER from and reimburse the OWNER for such loss.

5.12 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

5.13 Losses from Natural Causes. Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, will be sustained and borne by CONTRACTOR at its own cost and expense.

5.14. Notice of Claim. Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, CONTRACTOR must file a claim within 30 calendar days of the event giving rise to such injury or damage. The provisions of this Section will not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

5.15 Financial Records.

5.15.1 For purposes of this Section 5.15, "financial records" means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

.1 accounting records;

.2 written policies and procedures;

.3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);

.4 original estimates and estimating work sheets;

.5 correspondence;

.6 Change Order files (including documentation covering negotiated settlements);

.7 back charge logs and supporting documentation;

.8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;

.9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;

.10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and

.11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

5.15.2 CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of the CONTRACTOR and each subcontractor and Supplier, upon the OWNER's written request. Further, CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to interview any of CONTRACTOR's employees, all Subcontractors, all Suppliers, and all of their respective employees.

5.15.3 CONTRACTOR will retain all its Records, and require all its Sub-contractors and Suppliers to retain their respective Records, during this Contract and for three years after final payment, until all audit and litigation matters that the OWNER has brought to the attention of the CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. The OWNER's right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers, exists during this Contract, and for three years after final payment, until all audit and litigation matters that the OWNER has brought to CONTRACTOR's attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to the OWNER, either from the CONTRACTOR or any of its subcontractors or Suppliers that may furnish Records or make employees available for interviewing.

5.15.4 CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for the OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

5.15.5 CONTRACTOR must insert these requirements in each written contract between CONTRACTOR and any subcontractor or Supplier and require each subcontractor and Supplier to comply with these provisions.

ARTICLE 6 - OTHER WORK

6.1 Proper and Safe Access by Other Contractors. CONTRACTOR will afford other contractors and each utility owner (and the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the Project Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and will properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR will do all cutting, fitting, patching, and finishing of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the OWNER and the other contractors whose work will be affected. CONTRACTOR will promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

6.2 Progress Schedules. The OWNER will provide for coordination of the activities of the OWNER's own forces, of each separate City contractor, and of any other utility owners performing work in relation to the Work of CONTRACTOR, who will cooperate with them. CONTRACTOR will participate with the OWNER any other contractors retained by the OWNER, in reviewing their construction progress schedules when directed to do so. On the basis of such review, CONTRACTOR will make any revisions to the current approved Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed-upon progress schedules will then constitute the progress schedules to be used by CONTRACTOR, the OWNER, and any other contractor retained by the OWNER until subsequently revised.

6.3 Improper Timing or Delays. Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible therefore.

ARTICLE 7 – WARRANTIES

7.1 General Warranty. CONTRACTOR warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials for the duration of the General Warranty Period described below; will strictly conform to the requirements of the Contract; and will be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, the Contract. This general warranty is in addition to any other warranties expressed or implied by law, which are hereby reserved unto the OWNER.

7.1.1 General Warranty Period. The General Warranty Period will be two years from Final Completion of the project.

7.1.2 Duty to Correct. CONTRACTOR will correct any and all defects that defects in material and/or workmanship which may appear during the General Warranty Period, even if discovered after the General Warranty Period, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the OWNER, within a reasonable period of time, and to the OWNER's satisfaction.

7.1.3 General Warranty is Absolute. The only exceptions to the General Warranty will be defects or damage caused by abuse, modification or improper maintenance or operation by persons other

than CONTRACTOR or CONTRACTOR's Sub-contractors or Suppliers; or normal wear and tear under normal usage. In all other respects the General Warranty will be absolute.

7.2 Relation to Specific Correction Provisions and Other Remedies. CONTRACTOR's general warranty and any additional warranties are not limited by CONTRACTOR's obligations to specifically correct Defective/Nonconforming Work, nor are they limited by any other remedies provided in the Contract Documents. CONTRACTOR will also be liable for any damage to property or persons (including death), including consequential and direct damages, relating to any breach of the General Warranty or any additional or special warranties required of the CONTRACTOR by the Contract Documents.

7.3 Third Party Warranties. CONTRACTOR will obtain and assign or transfer to the OWNER, all product warranties available from manufacturers or Suppliers of materials to be used in the Project. CONTRACTOR will also obtain and assign or transfer to OWNER, any additional third party warranties as to materials or methods as specified in the Contract Documents. The OWNER's acceptance of any assigned warranties or guaranties will be a precondition to final payment and will not relieve CONTRACTOR of any of CONTRACTOR's guaranty or warranty obligations under this Contract.

ARTICLE 8 – DELAYS AND ADJUSTMENTS TO PROJECT TIME AND PROJECT PRICE

8.1 Delay. Delays are classified in one of the following categories:

8.1.1 An excusable delay is a delay caused by a Force Majeure event. An excusable delay may entitle CONTRACTOR to an extension of Project Time but not an increase in Project Price.

8.1.2 A compensable delay is a delay which is caused solely and exclusively by acts or omissions of the OWNER, excepting actions taken by the OWNER to protect the public health or safety or to conform to law. A compensable delay may entitle CONTRACTOR to both an extension of Project Time and an increase in Project Price.

8.1.3 An unexcused delay is any delay other than an excusable or compensable delay. An unexcused delay entitles CONTRACTOR to no adjustment to Project Time or Project Price.

8.2 Events Not Constituting a Delay. The following events will not be considered an excusable delay of any kind even though they are not anticipated by CONTRACTOR, not within CONTRACTOR's control, and are not reasonably foreseeable:

8.2.1 Events that pose no delay to scheduled items of Work .

8.2.2 Events that would not prevent CONTRACTOR from achieving Final Completion before the expiration of the Project Time, where CONTRACTOR may otherwise accelerate other items of Work without undue expense.

8.2.3 Weather, unless the weather is more severe than the adverse weather normally anticipated for the Project Site for the month in question, based on a generally accepted source of data such as the National Weather Service.

8.3 Notice of Delay Required. CONTRACTOR will provide written notice of any actual or prospective delay promptly, and in no event later than ten days after the occurrence of the event giving rise to such delay. In the case of a continuing delay, CONTRACTOR will provide an initial notice and a further notice at each progress meeting throughout the duration of the delay. The notice will contain all of the specific information required in the following Subsection.

8.4 Contents/Supporting Documents. CONTRACTOR's notice of delay will identify the work authorization(s) to which the notice applies. For each work authorization the notice will identify those portions of the current approved Progress Schedule affected by the delay and will include an estimate of

the cost and probable effect of the delay, if any, on the progress of the Work. Supporting documentation will include, but is not limited to:

8.4.1 A written detailed statement of the reasons and causes for the delay;

8.4.2 Inclusive dates of the delay;

8.4.3 Specific trades and portions of the Work affected by the delay;

8.4.4 Status of Work affected before commencement of the delay;

8.4.5 If CONTRACTOR claims that the delay is an excusable delay or compensable delay, evidence that the delay was unforeseeable, beyond CONTRACTOR's control, and without the fault or negligence of CONTRACTOR or the negligence of anyone for whose acts CONTRACTOR is responsible including any Sub-contractor or Supplier; and in the case of a compensable delay, was caused solely and exclusively by the acts or omissions of the OWNER (excepting actions taken by the OWNER to protect the public health or safety or to conform to law) or anyone for whose acts the OWNER is responsible, and which are unreasonable under the circumstances involved and not reasonably within the contemplation of the parties.

8.5 Failure to Comply with Notice Requirements. The notice required by this Article operates as a condition precedent to the assertion of any claim for extension of Project Time, increase in Project Price, or damages by CONTRACTOR. If CONTRACTOR fails to give the OWNER timely written notice of a claim as required by this Article, CONTRACTOR will be deemed to have waived the claim, and the OWNER will have no further liability respecting the claim.

8.6 Review and Adjustment of Schedules. Upon receipt of a notice from CONTRACTOR of the occurrence of a delay complying with the requirements of this Article, the OWNER will review the current approved Progress Schedule applicable to the work authorization(s) referenced to determine (i) whether the delay is in fact an excusable or compensable delay, and (ii) whether any adverse effects of the delay can be overcome by an adjustment in the Progress Schedule, including the application of any unused "float" time available in the Schedule. The OWNER may require CONTRACTOR to submit a more detailed Progress Schedule than previously required in order to permit the OWNER to evaluate the delay. Based on such review, CONTRACTOR will, if required by the OWNER, submit for the OWNER's approval a revised Progress Schedule, which minimizes the adverse effects of the delay.

8.7 Limitation on Adjustments Due to Delays Generally. No extension of the Project Time or increase in the Project Price will be allowed for an unexcused delay. No extension of the Project Time or increase in the Project Price will be made to the extent that performance is, was or would have been suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible. No increase in the Project Price will be made to the extent performance was or would have been suspended, delayed or interrupted by another cause for which the OWNER is not solely and exclusively responsible.

8.8 Additional Limitations on Adjustments to Project Time Due to Delays. No extension of Project Time will be provided where, notwithstanding a Force Majeure event or other claimed delay, CONTRACTOR may achieve Final Completion within the Project Time through adjustments to the current approved Progress Schedule.

8.9 Additional Limitations on Adjustments to Project Price Due to Delays. Any obligation on the part of the OWNER to pay CONTRACTOR for compensable delay is solely intended to reimburse CONTRACTOR for actual expense arising out of the compensable delay. No consequential damages will be allowed to CONTRACTOR in connection with any claimed delays. Damages for compensable delay will be determined by the Force Account method set forth below.

8.9.1 Standby equipment costs will not be allowed during periods when the equipment would have otherwise been idle. Standby equipment time will not exceed more than eight hours per day, 40

hours per week, and 176 hours per month. Standby equipment costs will be paid at 50 percent of the applicable Rental Rate Blue Book rates and calculated by dividing the monthly rate by 176, multiplying the result by the number of standby hours and multiplying that number by the regional adjustment factor and the rate adjustment factor contained in the Blue Book. Operating costs will not be allowed.

8.10 No Damages are Due to CONTRACTOR for Prevention of Early Completion. CONTRACTOR represents that its Bid includes all costs, overhead and profit which may be incurred throughout the Contract Time, including the period between Substantial and Final Completion. Accordingly, CONTRACTOR may not make any claim for delay damages based in whole or in part on the premise that CONTRACTOR would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

8.11 Acceleration to Avoid Delays. If CONTRACTOR's progress is not maintained in accordance with the current approved Progress Schedule, or the OWNER determines that CONTRACTOR is not diligently proceeding with the Work or has evidence reasonably indicating that CONTRACTOR will not be able to conform to the current approved Progress Schedule, CONTRACTOR will, promptly and at no additional cost to the OWNER, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the OWNER thereof. Any extension of working hours requires approval of the OWNER, which will not be unreasonably withheld but may be subject to reasonable conditions including payment for additional or overtime services of the OWNER the Architect/Engineer and any other applicable consultants, testing or regulatory agency costs.

ARTICLE 9 – CHANGES

9.1 Materially Different Site Conditions. For purposes herein, "materially different site conditions" means conditions that are different from those indicated in the Contract Documents, that are reasonably unknown to the CONTRACTOR, given CONTRACTOR's experience in performing the services to be provided within the City of Daytona Beach, and CONTRACTOR's ability to inspect for site conditions prior to submitting a proposal for the work in question. CONTRACTOR may be entitled to an increase in Project Time or Contract Price in such instance, subject to the exclusions and conditions of that article including notice requirements.

9.1.1 Investigation and Determination. The OWNER will promptly investigate any alleged differing conditions as to the structure (but not as to the Site or subsurface conditions). If the OWNER finds that the conditions of the structure differ materially and require a change in the Work and cause an increase or decrease in CONTRACTOR's cost of, or time required for, performance of any part of the Work, the OWNER may make an adjustment in the amount payable to CONTRACTOR or the Contract Time, as applicable. If the OWNER determines that the conditions of the structure are not materially different or that no change in the terms of the Contract is justified, the OWNER will so notify CONTRACTOR in writing.

9.2 Constructive Changes and Disputed Adjustments.

9.2.1 Notice to the OWNER. CONTRACTOR will advise the OWNER in writing promptly and in no event later than ten days after (i) issuance of any interpretation, clarification, instruction, direction or order whether orally or in writing from either the OWNER, or (ii) the occurrence of any event or discovery of any condition (including any condition as provided in Section 9.1 and if applicable, 9.2), which CONTRACTOR believes or has reason to believe entitles CONTRACTOR to an increase in the amount payable to CONTRACTOR or an extension of the Project Time as set forth in the work authorization affected by such interpretation, clarification, instruction, direction, or order; and except in the case of an emergency involving possible loss of life or bodily injury or significant property damage, the required written notice will be provided prior to proceeding with the Project. Failure of CONTRACTOR to provide such notice constitutes an acceptance of the interpretation, clarification, instruction, direction, order, event, or condition without adjustment to the Project Price or the Project Time and a conclusive waiver of any claim relating to the same. In order to be valid, a claim for an adjustment of Project Price or Project Time must contain the specific adjustment requested and must be supported by a detailed explanation of

the basis for the claim. In addition to be valid, a claim for increase in Project Time must be supported by the documentation specified in Section 8.4 and a claim for an increase in the Project Price must be documented and calculated as specified in Section 10.3.1. Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of interpretation, clarification, instruction, direction or order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Project Price or the Project Time.

9.2.2 Disputed Adjustments. All disputed adjustments under this Contract will be determined in accordance with Section 10.3.1 if, as conditions precedent thereto, CONTRACTOR has timely provided all notices and objections required under the terms of the Contract.

ARTICLE 10 - CHANGE INSTRUMENTS

10.1 Introduction.

10.1.1 The OWNER may issue a Change Instrument to require changes in the Project without invalidating the Contract or work authorization.

.1 A Field Directive may be issued to require minor changes in the Project that, in the OWNER's view, do not change the scope of work, present a delay, or require an adjustment to Project Time or Project Price. Examples of such situations where Field Directives may be appropriate are unanticipated field conditions or unavailability of specified materials and equipment.

.2 All other changes to the Project will require the issuance of a Change Order issued in conformance with these General Conditions.

10.2 Change Order or Formal Amendment Required for Contract Time and Contract Price Adjustments. Adjustments to Project Time or Project Price will be granted only through a properly-issued Change Order or through a formal amendment to the Contract.

10.3 Change Orders Adjusting Contract Price.

All Change Orders adjusting Contract Price will be invalid unless approved as provided by the Purchasing Code, Chapter 30, Code of the City of Daytona Beach.

10.3.1 Basis for Contract Price Adjustment. Subject to any federal procurement standards that may apply if the Project is a federally funded project, in which case the standards will govern to the extent of conflict, a Change Order may provide for an adjustment in the Project Price based only on one of the following methods

.1 Unit Prices as stated in the Contract Documents.

.2 A fixed not-to-exceed or lump sum agreed to by the OWNER and CONTRACTOR and stated in the Change Order, properly itemized and supported by sufficient substantiating data to permit evaluation which will be limited to estimated costs of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of 10% if the Work is performed by CONTRACTOR, or 5% if the Work is performed by a Sub-contractor. The Sub-contractors' overhead and profit in turn will not exceed 10%. The total percentage of overhead and profit payable by the OWNER (to both CONTRACTOR and all sub tier Sub-contractors), regardless of the sub-tier which performs the work, will not exceed 15%.

.3 Actual costs, properly itemized, plus a profit factor, using the Force Account method set forth in Section 10.3.2.

.4 In the absence of an agreement between the OWNER and CONTRACTOR, the OWNER will determine the amount of the Project Price Adjustment using any of the methods outlined in Subsections 10.3.1.1 – 10.3.1.3, above, whichever will result in the lowest cost to the OWNER.

.5 No cost will be included in a Change Order for time spent preparing the Change Order, nor will costs be included for an estimate of time to negotiate the Change Order costs for machinery, tools, or equipment.

10.3.2 Force Account Method for Contract Price Increases. Before using the Force Account method provided for herein, the OWNER and CONTRACTOR agree to negotiate a Change Order using the other methods identified in Subsection 10.3.1, above, as appropriate, to determine the adjustment in the Project Price. If neither of these methods can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Project Price, then the change in the Work will be performed by a Change Order using the Force Account method, and payment will be made as follows:

.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to 15% of the sum thereof as compensation for CONTRACTOR's and any effected Sub-contractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Sub-contractor(s) for organization or overhead expenses. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 15% compensation provided above, for CONTRACTOR's and any effected Sub-contractor's cost of premiums on liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by the OWNER.

.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to 20% thereof as compensation for CONTRACTOR's and any effected Sub-contractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

.3 For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by the OWNER and CONTRACTOR, the OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. If the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four hours of the day. If the equipment is idle more than four hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Sub-contractor's overhead and profit. The OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in this Paragraph for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

.4 The compensation provided for herein, will be received by as payment in full for work done pursuant to the Change Order and will include use of small tools, and total overhead expense and profit. CONTRACTOR and the OWNER will compare records of

work done by Change Order at the end of each day. Copies of these records will be made upon forms provided for this purpose by the OWNER and signed by both the OWNER and CONTRACTOR, with one copy being retained by the OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two working days of presentation does not invalidate the accuracy of the record.

10.4 Payment for Work Covered by Change Order. Additional monies due CONTRACTOR pursuant to a valid Change Order providing for an adjustment to the Project Price, will be paid for in accordance with the Progress Payment schedule established in the work authorization, in which case payment will be subject to retainage requirements set forth in the Contract; or at the time of Final Payment.

10.5 Absence of Proposed Adjustments. If a Change Instrument is silent as to any adjustment to the Project Price or Project Time, it will be conclusively presumed that none is intended and none will be allowed unless CONTRACTOR files an objection as and when specified in the following Subsection.

10.6 Action upon Receipt of Change Instrument. Upon receipt of a Change Instrument, CONTRACTOR will promptly proceed with the change in the Project involved.

10.6.1 CONTRACTOR will advise the OWNER in writing, promptly and in any event no later than ten days after issuance of the Unilateral Change Instrument, of CONTRACTOR's objection (i) to the amount or method, if any, provided for in the Change Instrument for adjustment to Project Price or Project Time, or (ii) to the absence of any adjustment to the Project Price or Project Time. In order to be valid, a claim for an adjustment of Project Price or Project Time, must contain the specific adjustment requested, must be supported by a detailed explanation of the basis for the claim. In addition to be valid, a claim for increase in Project Time must be supported by the documentation specified in Subsection 8.4 and a claim for an increase in the Contract Price, must be documented and calculated as specified in Subsection 10.3. **Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of the Unilateral Change Order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Project Price or Project Time.**

10.7 Waiver of Claim. Except for emergencies involving possible loss of life or bodily injury or significant property damage, CONTRACTOR's commencement of the Work that is subject to a Change Instrument will constitute a complete waiver by CONTRACTOR as to such claim regardless of whether CONTRACTOR has within the ten-day period notified the OWNER of a claim consistent with the requirements of Subsection 10.6.1.

10.8 OWNER's Right to Use Third Parties for Additional Work. If the OWNER and CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another CONTRACTOR and such work will be considered "Other Work."

10.9 OWNER's Right to Accelerate Schedule. The OWNER reserves the right to issue a Change Instrument to accelerate the Work which may be subject to an appropriate adjustment, if any, in the Project Price. If the OWNER requires an acceleration of the Project Schedule and no adjustment is made in the Project Price, or if CONTRACTOR disagrees with any adjustment made, any claim an adjustment must comply with the requirements of Subsection 10.6.1 or be deemed to be conclusively waived.

ARTICLE 11 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL AND ACCEPTANCE OF DEFECTIVE WORK

11.1 Access to Work. The OWNER, including the Contract Administrator and other employees and agents, independent testing laboratories, and governmental agencies having jurisdiction, will each have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR will provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

11.2 The OWNER May Stop the Work.

11.2.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the Work will not give rise to any duty on the part of the OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

11.2.2 If CONTRACTOR fails to correct Defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, will not stop calendar or Working Days charged to the Project.

11.3 Correction or Removal of Defective Work. If required by the OWNER, CONTRACTOR will promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective. CONTRACTOR will correct or remove and replace Defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of Defective Work. CONTRACTOR will pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

11.4 Correction Required. If within the Warranty Period, or such longer period of time as may be prescribed by Legal Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work, including Work performed after the Substantial Completion date, is found to be defective, CONTRACTOR will promptly, without cost to the OWNER and in accordance with the OWNER's written instructions:

11.4.1 Correct such Defective Work, or, if it has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective, and

11.4.2 Satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the Defective Work.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

11.5 Coordination with OWNER. If correction of Defective Work will affect the function or use of the facility, CONTRACTOR will not proceed with correction of Defective Work without prior coordination and approval of the OWNER.

11.6 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of Defective Work, the OWNER decides to accept it, the OWNER may do so. CONTRACTOR will pay all claims, costs, losses and damages attributable to the OWNER's evaluation of and determination to accept such Defective Work. For purposes of this Section, the OWNER's acceptance of sample materials or equipment will not be deemed to be acceptance of Defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating the OWNER for the diminished value of the Defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid

by CONTRACTOR to the OWNER after a calculation by the OWNER of the diminution in value of the Defective Work.

11.7 The OWNER May Correct Defective Work. If CONTRACTOR fails within a reasonable time after written notice of the OWNER to correct Defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Contract Administrator, significant progress has not been made during this seven-day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, the OWNER will proceed expeditiously. In connection with such corrective and remedial action, the OWNER may exclude CONTRACTOR from all or part of Project Site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR will allow the OWNER, its agents and employees, the OWNER's other contractors, access to Project Site to enable the OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by the OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's Defective Work. CONTRACTOR will not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by the OWNER of the OWNER's rights and remedies hereunder.

11.8 CONTRACTOR Remains Responsible for the Work. The following will not be deemed to be a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

11.8.1 Any acceptance by the OWNER or any failure to do so;

11.8.2 Any correction of Defective Work by the OWNER.

ARTICLE 12 – PROGRESS PAYMENTS, PARTIAL UTILIZATION AND FINAL COMPLETION

12.1 General Method of Payment. For each work authorization, payment of the Project Price will be made in a series of Progress Payments and after Final Completion, a Final Payment, in accordance with this Article.

12.1.1. If CONTRACTOR is required by the work authorization to provide a payment or performance bond, no payment will be made unless and until CONTRACTOR records the bonds and provides the OWNER certified copies of the recorded bonds in accordance with Florida Statutes Section 205.05(b).

12.2 Application for Payment. CONTRACTOR may submit to the OWNER, no more than once a month and no sooner than 30 days following commencement of the Work, an application for payment for those portions of the Work completed as of the date of the application. The OWNER may, by notice, designate a specific day of each month for submission of the application for payment. Each application for payment will be in a form acceptable to the OWNER, and will include the following documents:

12.2.1 Unless the Contractor has provided payment and performance bonds and recorded them in the public records as provided in Florida Statues Section 205.05, releases of liens from subcontractors or suppliers.

12.2.2 CONTRACTOR's written certification (i) as to the value of the Work completed, and (ii) that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid; and

12.2.3 If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at Project Site or at another location agreed to in writing, the application for payment by such bills of sale, data and other procedures satisfactory to the OWNER substantiating the OWNER's title to such materials or equipment or otherwise protecting the OWNER's interest.

Each application for payment will be deemed to be a warranty and guarantee by CONTRACTOR that title to all Work, materials and equipment covered by the application, whether incorporated in the Project or not, will pass to the OWNER free and clear of all liens no later than the time of payment to CONTRACTOR.

12.3 Review of Application for Payment. As soon as practicable after receipt of an application for Payment, and within the 10-day period following receipt of the application as provided by the Prompt Payment Act, the OWNER will approve, partially approve, or reject the application. The OWNER will provide written notice if payment is rejected or partially rejected, specifying the deficiency in the application for payment and the action necessary to make the request proper. In addition to rejecting payment of all or a portion of the application for failure to comply with submittal requirements referenced above, the OWNER will have the right to reject all or a portion of the application for any of the following reasons:

12.3.1 Defective Work not remedied;

12.3.2 Third party Claims filed or reasonable evidence indicating probable filing of such Claims;

12.3.3 Unless Contractor has provided payment and performance bonds and complied procedurally with Florida Statutes Section 205.05, failure of CONTRACTOR to make payments properly to Sub-contractors and suppliers or for labor, materials, or equipment;

12.3.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Project Price;

12.3.5 Damage to the OWNER, another contractor, or to another property owner;

12.3.6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

12.3.7 Failure of CONTRACTOR to submit and update a Progress Schedule in accordance with the Contract Documents;

12.3.8 Failure of CONTRACTOR to maintain a record of changes on drawings and documents;

12.3.9 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up; or

12.3.10 CONTRACTOR's failure to comply with any provision of the Contract Documents.

If any portion of the application is rejected the OWNER will provide CONTRACTOR a written notice as to the reasons for rejection, within the time frame provided in the Prompt Payment Act. CONTRACTOR will then make the necessary corrections and re-submit the application or portion of application rejected.

12.4 Progress Payments. The OWNER will make payment on an approved or partially approved application, less amounts set aside for retainage within the deadlines provided by the Prompt Payment Act. If CONTRACTOR and the OWNER disagree on the basis or amount of the payment, or if CONTRACTOR is unwilling to make the necessary corrections or modifications and re-submit the Request as to those items rejected by the OWNER, then the OWNER may approve and process the Request by making such adjustments thereto as the OWNER deems appropriate so that CONTRACTOR receives without delay, payment of the amount determined by the OWNER to have been earned and owing to CONTRACTOR.

12.5 Amounts Withheld from Progress Payments. Unless otherwise specified in the work authorization, the OWNER will withhold an amount from each such approved progress payment, retainage in an amount determined pursuant to the Prompt Payment Act, which as of the Effective Date provides for a 10% retainage until 50-Percent Completion, and a 5% retainage thereafter.

Subject to any limitations that may be imposed by the Prompt Payment Act if applicable, the OWNER will hold all retainage until Final Payment. However, if the Work is near Substantial or Final Completion and delay occurs due to no fault or neglect of CONTRACTOR, the OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at the OWNER's option, may be relieved of the obligation to complete the Work and thereupon, CONTRACTOR will receive payment of the balance due for the work completed and accepted, subject to the conditions applicable to OWNER's termination of work without cause.

12.6 Delayed Payments. Should the OWNER fail to make payment to CONTRACTOR of the amount approved for any application for payment within the time frames provided in the Prompt Payment Act, the OWNER will pay to CONTRACTOR, in addition to amount approved, interest thereon at the rate specified in the Act, from date due until fully paid, which will fully liquidate any injury to CONTRACTOR growing out of such delay in payment.

12.7 Substantial Completion.

12.7.1 When CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, CONTRACTOR will notify the OWNER and request a determination as to whether the Work or designated portion thereof is substantially complete. If the OWNER does not consider the Work substantially complete, the OWNER will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR will then submit another request for the OWNER to determine Substantial Completion. If the OWNER considers the Work substantially complete, the OWNER will prepare and deliver a certificate of Substantial Completion which will establish the date of Substantial Completion, will include a punch list of items to be completed or corrected before Final Payment, will establish the time within which CONTRACTOR will finish the punch list, and will establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. The Work will not be deemed to be substantially or finally complete until any certificates of occupancy required to occupy the Project are issued. The OWNER and CONTRACTOR will both sign the certificate of Substantial Completion, to evince acceptance of the responsibilities assigned to them in such certificate.

12.8 Final Inspection and Final Completion. CONTRACTOR will provide the OWNER the Notice of Completion sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction of all Punch List Work before the Completion Date. Upon receipt of CONTRACTOR's Notice of Completion, the OWNER will make a review of the Work and notify CONTRACTOR in writing of all Punch List Work, if any, to be completed or corrected. Following CONTRACTOR's completion or correction of all Punch List Work, the OWNER again review the Work and prepare and deliver to CONTRACTOR either a written notice of additional Punch List Work to be completed or corrected or a written Certificate of Final Completion, signifying final acceptance of the Work.

12.8.1 If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, at the OWNER's option the OWNER may issue a Certificate of Final Completion on the condition that CONTRACTOR executes a re-vegetation letter, with letter of credit or other guarantee in form and amount satisfactory to the OWNER, to ensure completion of this item. This Work will be accomplished within 30 days of the date of Final Completion of the Work. When permanent erosion control has been established, the OWNER will initiate an inspection for final acceptance of the erosion controls. If the re-vegetation is not completed within the 30 days, the OWNER, at its option, may complete the Work using the posted guarantee.

12.8.2 In all other instances, the OWNER will only be obligated to issue a Certificate of Final Completion accepting the Work as finally complete, when the whole and all parts thereof will have been completed to the satisfaction of the OWNER in full compliance with this Contract and the work authorization.

12.9 Final Application for Payment. As soon as practical after the OWNER's issuance of the Certificate of Final Completion, CONTRACTOR will submit to the OWNER a properly completed application for Final Payment in the form approved or provided by the OWNER. The application will include or attach the following:

12.9.1 As-builts of completed lines.

12.9.2 Unless Contractor has provided payment and performance bonds and procedurally complied with Florida Statutes, Section 205.05:

.1 Legally effective final releases or waivers of liens from CONTRACTOR, and from all Sub-contractors which performed services for CONTRACTOR and all Suppliers of material or equipment to CONTRACTOR;

.2 An affidavit that all of CONTRACTOR's debts, and claims, including from all Sub-contractors, Sub-contractors, and Suppliers in connection with the Work, have been paid or otherwise satisfied;

12.9.3 Complete and legally effective releases or waivers satisfactory to the OWNER of all claims other than claims of Sub-contractors and Suppliers, filed in association with the Work;

12.9.4 The consent of the surety, if any, to final payment;

12.9.5 Non-Use of Asbestos Affidavit (After Construction);

12.9.6 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period; and

12.9.7 Any other documentation required pursuant to the Contract Documents.

12.10 If Final Application is Rejected. If the OWNER rejects the request for Final Payment, the OWNER will provide CONTRACTOR written notice stating the reasons therefore within the time required by the Prompt Payment Act.

12.11 Final Payment; Waiver of Claims. Final Payment will be deemed to have taken place when CONTRACTOR or any of its representatives negotiates the OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return. The making and acceptance of Final Payment will constitute:

12.11.1 A waiver of claims by the OWNER against CONTRACTOR, except claims arising from unsettled claims, from Defective Work appearing after final inspection, from failure to comply with the

Contract Documents or the terms of any warranty specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

12.11.2 A waiver of all claims by CONTRACTOR against the OWNER other than those which were made in writing through the date that the check for final payment was issued and which are unsettled.

12.12 Partial Final Payment in Extenuating Circumstances. If the OWNER determines that after CONTRACTOR has achieved Substantial Completion, Final Completion is materially delayed through no fault of CONTRACTOR, the OWNER may without terminating this Contract, make payment of balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing Final Payment, except that it will not constitute a waiver of claims by the OWNER, and will not cause a transfer of title or relieve CONTRACTOR for responsibility for the Substantially Completed Work.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.1 The OWNER May Suspend Project Without Cause. At any time and without cause, the OWNER may suspend any or all of the Work or any portion thereof, including any or all Projects, for a period of not more than 90 days by written notice to CONTRACTOR which will fix the date on which such Work will be resumed. CONTRACTOR will resume such Work on the date so fixed. CONTRACTOR will be allowed an adjustment in the Project Price or an extension of the Project Time, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim for such an adjustment as provided herein.

13.2 The OWNER May Terminate Without Cause. Upon seven days' notice to CONTRACTOR, the OWNER may, without cause and without prejudice to any right or remedy of the OWNER, elect to terminate one or more work authorizations or the Contract in its entirety. In such case, CONTRACTOR will be paid for completed and acceptable Work executed in accordance with the Contract Documents and work authorizations prior to the date of termination, and, unless the Contract is for unit prices, the following:

13.2.1 For reasonable demobilization costs;

13.2.2 For reasonable anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity; and

13.2.3 For all claims incurred in settlement of terminated contracts with Sub-contractor and others, including for anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity. CONTRACTOR agrees to negotiate in good faith with Sub-contractor and others to mitigate the OWNER's cost.

13.3 The OWNER May Terminate With Cause.

13.3.1 Upon the occurrence of any one or more of the following events:

.1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents or work authorization(s);

.2 if CONTRACTOR disregards Legal Requirements;

.3 if CONTRACTOR disregards the authority of the Contract Administrator or the City Manager;

.4 if CONTRACTOR makes fraudulent statements;

.5 if CONTRACTOR fails to maintain a work force adequate to accomplish one or more Projects within the Project Time(s);

.6 if CONTRACTOR fails to make adequate progress and endangers successful completion of one or more Projects; or

.7 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents or work authorizations;

The OWNER may, after giving CONTRACTOR (and the surety, if any) seven days notice terminate the Contract or one or more work authorizations issued pursuant to the Contract. The OWNER, at its option, may proceed with negotiation with the surety (if any) for completion of one or more Projects and terminate other Projects. Alternatively, the OWNER may under these circumstances exclude CONTRACTOR from one or more Project Sites and take possession of the Project (without liability to CONTRACTOR for trespass or conversion), incorporate in the Project all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Project as the OWNER may deem expedient. In such case CONTRACTOR will not be entitled to receive any further payment under the work authorization until the Project is finished. If the unpaid balance of the Project Price exceeds all claims, costs, losses and damages sustained by the OWNER arising out of or resulting from completing the Project, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or to the extent applicable the surety will pay the difference to the OWNER. If a termination for cause is found to be wrongful, the termination will be converted to a termination without cause, and CONTRACTOR's remedy for wrongful termination is limited to the recovery of the payments permitted for termination without cause.

13.3.2 Where CONTRACTOR's services have been so terminated by the OWNER, the termination will not affect any rights or remedies of the OWNER against CONTRACTOR and surety then existing or which may thereafter accrue, including any such rights under other work authorizations. Any retention or payment of moneys due CONTRACTOR by the OWNER will not release CONTRACTOR from liability.

13.4 CONTRACTOR May Stop Work or Terminate. If through no act or fault of CONTRACTOR, the Project is suspended for a period of more than 90 days by the OWNER or under an order of court or other public authority, or (except during disputes) the Contract Administrator fails to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER fails for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, then CONTRACTOR may, upon seven days' written notice to the OWNER, and provided the OWNER does not remedy such suspension or failure within that time, terminate the work authorization and recover from the OWNER payment on the same terms as provided in Section 13.2, above. In lieu of terminating the work authorization and without prejudice to any other right or remedy, if (except during disputes) the Contract Administrator has failed to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER has failed for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, CONTRACTOR may upon seven days' written notice to the OWNER stop the Project until payment of all such amounts due CONTRACTOR under the work authorization, including interest thereon. The provisions of this Section are not intended to preclude CONTRACTOR from making a Claim for an increase in Project Price or Project Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Project as permitted by this Section.

13.5 Discretionary Notice to Cure. In its complete discretion, the OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety (if any) to cure any of the conditions outlined in Section 13.3.1 and/or an anticipatory breach of contract and, if required by the OWNER, to attend a meeting with the OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or

commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR will prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR's report will be delivered to the OWNER at least three days prior to any requested meeting with the OWNER and surety.

13.6 Bankruptcy. If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR's insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, the OWNER may demand CONTRACTOR or its successor in interest provide the OWNER with adequate assurance of CONTRACTOR's future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to the OWNER's reasonable satisfaction within ten days of such a request, the OWNER may terminate the Contract for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, the OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the balance of the Project Price otherwise due to CONTRACTOR.

13.7 Duty to Mitigate. If the OWNER terminates this Contract or suspends CONTRACTOR's work on one or more Projects, CONTRACTOR agrees to and will take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.

13.8 Responsibility during Demobilization. While demobilizing, CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the Project Site and other property of the OWNER or others at the Project Site.

13.9 CONTRACTOR to Remove Equipment. In the case of termination of this Contract or any work authorization before completion for any cause whatsoever, CONTRACTOR, if notified to do so by the OWNER, will promptly remove any part or all of his equipment or supplies from the Project Site(s) affected; failing to, the OWNER will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

13.10 CONTRACTOR to Clean Up Project Site. If either OWNER or CONTRACTOR terminates this Contract or any Project before Substantial or Final Completion, CONTRACTOR will leave the Project Site(s) affected in a clean condition as if Final Completion had been achieved, unless OWNER directs otherwise; and if CONTRACTOR fails to comply clean up all such Project Sites as required, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

ARTICLE 14 - DISPUTE RESOLUTION

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

14.1 Negotiations Required. A Party will request in writing that a meeting be held between representatives of each Party within 14 Calendar Days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

14.2 Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the Section 14.1 procedure proves unsuccessful, or if the Parties mutually waive the Section 14.1 procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact

gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

End of General Conditions

Exhibit D, consisting of the RFP and Proposal, is on file in the Office of the City Clerk

13-168

CERTIFICATE OF LIABILITY INSURANCE 7/1/2013

DATE (MM/DD/YYYY) 6/11/2013

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

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

PRODUCER Lockton Companies,LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1347989 Insituform Technologies, LLC 17988 Edison Avenue Chesterfield MO 63005	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Mutual Fire Insurance Company (64) — 23035 INSURER B : Liberty Insurance Corporation (64) — 42404 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES INSTE02 **CERTIFICATE NUMBER:** 12389546 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	TB2-641-004218-032	7/1/2012	7/1/2013	EACH OCCURRENCE	$ 2,000,000
A	[X] COMMERCIAL GENERAL LIABILITY			BROAD FORM PD/CONTRACTUAL			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 350,000
A	[ ] CLAIMS-MADE [X] OCCUR			PER PROJECT AGG. CAP $20M			MED EXP (Any one person)	$ 10,000
	[X] Independt Contractor						PERSONAL & ADV INJURY	$ 2,000,000
	[X] XCU						GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY	Y	N	AS2-641-004218-022	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	WA7-64D-009004-442	7/1/2012	7/1/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]			WC7-641-004218-012 (WI & OR)	7/1/2012	7/1/2013	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: CIPP TERM SERVICES CONTRACT 0113-1010. CITY OF DAYTONA BEACH, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS WHERE APPLICABLE BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. **SEE ATTACHED ENDORSEMENTS**

CERTIFICATE HOLDER

12389546

CITY OF DAYTONA BEACH
301 SOUTH RIDGEWOOD AVENUE
DAYTONA BEACH FL 32114

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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Policy Number **TB2-641-004218-032**
Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with Company"		60

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
"Per schedule on file with company"		60

All other terms and conditions of this policy remain unchanged.

Policy No: AS2-641-004218-022 Issued By: Liberty Mutual Fire Insurance Company
Effective Date: 7/1/2012
Expiration Date: 7/1/2013
Sales Office: Endt Serial No:

Laura Rudolph

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
"Per schedule on file with Company"		60

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WC7-641-004218-012 Effective Date 7/1/2012 Premium $

Issued to

Laura Rudolph

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Legislation Details (With Text)

File #:	17-91	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	2/13/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Authorize the City Manager to Approve a Confirmation Purchase Order in the Amount of $7,733.78 to Odyssey Manufacturing Company, Tampa, Florida, for Final Payment of Chemicals Previously Delivered to the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Odyssey extension agmt 2017.pdf INVOICE 254940.pdf INVOICE 254938.pdf INVOICE 255078.pdf CPO.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 13, 2017
Agenda Date: February 28, 2017
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Approve a Confirmation Purchase Order in the Amount of $7,733.78 to Odyssey Manufacturing Company, Tampa, Florida, for Final Payment of Chemicals Previously Delivered to the Dyal Water Treatment Plant

BACKGROUND:

On September 13, 2016, City Council approved Bid B-16-19-COC “Water Treatment Chemicals” to Allied Universal Corp for Liquid Chlorine (Bleach). Odyssey Manufacturing protested the bid and the City of Cocoa re-posted the bid. An extension period was signed to continue with Odyssey Manufacturing Company until the re-bid was finalized. Purchase Order 69292 was created on November 7, 2016, in the amount of $43,000 to cover the extension period.

More product was required than initially anticipated for the extension period and additional funds were needed to finalize payment to Odyssey Manufacturing. On February 7, 2017, Change Order #1 was issued to Purchase Order 69292 in the amount of $4,947.24 making the purchase order total $47,947.24.

In addition to what was paid by the change order, there remain three outstanding invoices totaling $7,733.78. These invoices exceed the City Manager's $50,000 signing authority, therefore, we need City Council approval of the Confirmation Purchase Order for the additional funds.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transferred attached	N/A
Amount Requested	$7,733.78
Account Number	421-4020-536-52-00
Account Name	Operating Supplies
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Authorize the City Manager to Approve a Confirmation Purchase Order in the Amount of $7,733.78 to Odyssey Manufacturing Company, Tampa, Florida, for Final Payment of Chemicals Previously Delivered to the Dyal Water Treatment Plant.

City of Cocoa

CONTRACT EXTENSION AGREEMENT

AMENDMENT #1

BID NO. B-13-16-COC

Sodium Hypochlorite

This CONTRACT EXTENSION AGREEMENT dated as of **November 1, 2016** (the "Effective Date")

BETWEEN: **City of Cocoa**
65 Stone Street, Cocoa, Florida 32922

AND **Odyssey Manufacturing Co.**
1484 Massarno Blvd., Tampa, Florida 33619-3006.

WHEREAS the Parties hereby agree to extend the terms of the original bid documents in accordance with the terms of the Original Contract as well as the terms provide herein.

WHEREIN said Extension Agreement expires on October 31, 2016, and both parties desire to extend and continue said Agreement, it is provided that said Agreement shall be extended for an additional term of 2 (two) months, commencing upon the expiration of the original extension term and expiring on December 31, 2016.

This extension shall be at the same rates, terms and conditions as contained in the original Agreement.

The parties hereto duly execute this extension to become effective as of the date and year first above written.

ODYSSEY MANUFACTURING CO.	CITY OF COCOA
By: Patrick H. Allman	By: John A. Titkanich
(Name) Printed	(Name) Printed
General Manager	City Manager
(Title)	(Title)
Signature 10.19.16 Date	Signature 10/20/16 Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

ODYSSEY
MANUFACTURING CO.

March 1, 2016

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS AND CONTRACTS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms and to execute agreements and any documents associated with these agreements on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 1, 2016, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of March, 2016.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

PURCHASE ORDER

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

THIS NO. 66795

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 6745
VENDOR FAX NO.: 813-630-2589
VENDOR PH NO.: 813-635-0339

DATE 10/07/2015
DATE REQUIRED 10/01/2015

ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD.
TAMPA FL 33569

DELIVER TO:

City of Cocoa
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS FL 32709

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

BUYER/REQ. #
DK 0000028528
SUSAN GARDNER

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	154000.00	SUM	SODIUM HYPOCHLORITE FOR WEWAHOOTEE. APPROVED 2ND AMENDMENT TO PURCHASE AGREEMENT BID NO. B-13-16-COC COMMENCING ON OCTOBER 1, 2015 AND TERMINATING SEPTEMBER 30, 2016. APPROVED BY COUNCIL ON SEPTEMBER 22, 2015. V.1	1.0000	154000.00
2	12000.00	SUM	SODIUM HYPOCHLORITE FOR BOOSTERS.	1.0000	12000.00
				TOTAL	166000.00

REMARKS:

```
**********************************
*    THIS PURCHASE ORDER WILL    *
*  EXPIRE ON SEPTEMBER 30, 2016  *
*             ***                *
*  INVOICES CAN NOW BE E-MAILED  *
* TO: ACCOUNTSPAYABLE@COCOAFL.ORG *
**********************************
```

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

ACCOUNT NUMBER

42140205365200

MAIL INVOICES IN DUPLICATE TO:

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

CITY OF COCOA

Purchasing Agent

Legislation Details (With Text)

File #:	15-423	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Consent Agenda	
File created:	8/27/2015		**In control:**	City Council	
On agenda:	9/22/2015		**Final action:**		

Title: To Approve the Second Amendment to Purchase Agreement with Cheney Lime & Cement Company; Airgas Specialty Products, Inc.; The Dumont Company, Inc.; Praxair, Inc.; Odyssey Manufacturing Company; and Kemira Water Solutions for various Water Treatment Chemicals for the Dyal Water Treatment Plant effective October 1, 2015 through September 30, 2016; To Approve the First Amendment to Purchase Agreement with Tropichem Enterprises, Palm Beach Gardens, Florida, for the Purchase of Wisprofloc N Starch effective October 1, 2015 through September 30, 2016; Pending Approval of the FY2016 Budget (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
DYAL - AIRGAS SPECIALTY PROD (FY2016) 2nd Amendment.pdf
DYAL - CHENEY LIME & CEMENT (FY2016) 2nd Amendement.pdf
DYAL - KEMIRA WATER SOLUTIONS (FY2016) 2nd Amendment Renewal Notice.pdf
DYAL - ODYSSEY MFG. (FY2016) 2nd Amendment Renewal INotice.pdf
DYAL - PRAXAIR, INC. (FY2016) 2nd Amendment Renewal Notice.pdf
DYAL - THE DUMONT COMPANY (FY2016) 2nd Amendment Renewal Notice.pdf
B-13-16-COC BID TABULATION.pdf
Bid Tab - Bid B-14-17-COC 4.pdf
1st Amendment to Purch Agmt - Tropichem.pdf
Multiple vendor fy16 Dyal chemicals (3).pdf
Breakdown of Budgeted Amounts for Chemicals.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 28, 2015
Agenda Date: September 22, 2015
Prepared By: William Troy Howell
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Second Amendment to Purchase Agreement with Cheney Lime & Cement Company; Airgas Specialty Products, Inc.; The Dumont Company, Inc.; Praxair, Inc.; Odyssey Manufacturing Company; and Kemira Water Solutions for various Water Treatment Chemicals for the Dyal Water Treatment Plant effective October 1, 2015 through September 30, 2016; To Approve the First Amendment to Purchase Agreement with Tropichem Enterprises, Palm Beach Gardens, Florida, for the Purchase of Wisprofloc N Starch effective October 1, 2015 through September 30, 2016; Pending Approval of the FY2016 Budget

BACKGROUND:

On September 24, 2013, City Council approved Bid B-13-16-COC "Water Treatment Chemicals" to Cheney Lime & Cement Company; Airgas Specialty Products; The Dumont Company; Praxair, Inc.; Odyssey Manufacturing Company; and Kemira Water Solutions for necessary water treatment chemicals at the Dyal Water Treatment Plant. City Council also approved the second and final amendment to purchase agreement with Tropichem Enterprises, Palm Beach Gardens, Florida, for the purchase of Wisprofloc N Starch.

On August 21, 2014, the Purchasing Division sent out 79 invitations and notifications to Bid B-14-17-COC and received one response from Tropichem Enterprises, Palm Beach Gardens, Florida, for the purchase of Wisprofloc N Starch.

On September 23, 2014, City Council approved the first amendment to purchase agreement with all six vendors for 12 additional months, at the same rate(s), term(s), and conditions commencing on October 1, 2014 and terminating on September 30, 2015.

The Sellers Water Reclamation Facility will be using the renewal with Odyssey Manufacturing Company for the purchase of Sodium Hypochlorite.

Staff recommends approval of these amendments to purchase agreements.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, pending approval of the FY2016 budget
Amount Requested	$1,783,560
Account Number	421-4020-536-52-00
Amount Requested	$60,000
Account Number	421-4120-536-52-00
Account Name	Operating Supplies
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On September 23, 2014, City Council approved Bid B-14-17-COC with Tropichem Enterprises, Palm Beach Gardens, Florida and the first amendment to purchase agreement with the six vendors for the purchase of chemicals.

RECOMMENDED MOTION:

To Approve the Second Amendment to Purchase Agreement with Cheney Lime & Cement Company; Airgas Specialty Products, Inc.; The Dumont Company, Inc.; Praxair, Inc.; Odyssey Manufacturing Company; and Kemira Water Solutions for various Water Treatment Chemicals for the Dyal Water Treatment Plant effective October 1, 2015 through September 30, 2016; To Approve the First Amendment to Purchase Agreement with Tropichem Enterprises, Palm Beach Gardens, Florida, for the Purchase of Wisprofloc N Starch effective October 1, 2015 through September 30, 2016; Pending Approval of the FY2016 Budget.

JOURNAL

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

September 22, 2015

I. OPENING MATTERS:

- **Mayor Parrish called the meeting to order at 6:03 p.m.**

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of September 22, 2015 (15-449)
2. Minutes: Regular Meeting of August 25, 2015 (15-444)

- **The Agenda was amended to correct the language of Item VI.1; and the Minutes were approved as written.**

III. AWARDS AND PRESENTATIONS:

1. Port Canaveral update presentation. (15-450) (Port Commissioner Wayne Justice)

- **Awards & Presentations were conducted as printed above.**

IV. DELEGATIONS:

- **The following spoke under Delegations: Capt. Ed Lanni; Lawrence Sinclair, Cocoa Citizen; and Paul Kamus, Cocoa Citizen**

V. CONSENT AGENDA:

1. Approve Task Order 2016-68 with CH2M Hill to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions; Pending approval of the FY 2016 budget . (15-408) (Utilities Director)

- **Approved. Task Order to be executed and distributed as necessary.**

2. Approve the second amendment to Purchase Agreement with Cheney Lime & Cement Company; Airgas Specialty Products, Inc; The Dumont Company, Inc.; Praxair, Inc.; Odyssey Manufacturing Company; and Kemira Water Solutions for various water treatment chemicals for the Dyal Water Treatment Plan effective October 1, 2015 through September 30, 2016; to approve the First Amendment to Purchase Agreement with Tropichem Enterprises, Palm Beach Gardens, Florida, for the purchase of Wisprofloc N. Starch effective October 1, 2015 through September 30, 2016; Pending approval of the FY 2016 budget. (15-423) (Utilities Director)

   - **Approved. Amendments to be executed and distributed as necessary.**

3. Approve the First Amendment to Purchase Agreement to the Continuing Services Agreement with Don Bell, Inc., d/b/a, DBI Demolition, for Code Enforcement initiated and citywide demolition services effective October 1, 2015 through September 30, 2016; Pending approval of the FY 2016 budget. (15-426) (Community Services Director).

   - **Approved. Amendment to be executed and distributed as necessary.**

4. Approve a one year policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2015 through September 30, 2016, with an estimated premium of $113,455; Pending approval of the FY2016 budget. (15-431) (Administrative Services Director)

   - **Approved.**

5. Approve a Second Amendment to Purchase Agreement with H & H Liquid Sludge Disposal, Inc., Branford, Florida, for Transportation and Disposal of Bio-solids utilizing Cocoa Bid #B-13-13-COC effective October 1, 2015 through September 30, 2016; Pending approval of the FY2016 budget. (15-435) (Utilities Director)

   - **Approved. Amendment to be executed and distributed as necessary.**

6. Approve Task Order 2016-69 with CH2M Hill Engineers, Inc. for FY2016 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2015 through September 30, 2016; To Authorized the City Manager to Execute the Task Order; Pending Approval of the FY2016 Budget. (15-438) (Utilities Director)

- **Approved. Task order to be executed and distributed as necessary.**

7. Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services; Pending Approval of the FY2016 Budget. (15-443) (Utilities Director)

   - **Approved.**

8. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal-Flo Liquid Lime from Burnett Lime Company Inc., Campobello, South Carolina effective October 1, 2015 through September 30, 2016; Pending Approval of the FY2016 Budget. (15-446) (Utilities Director)

   - **Approved. Resolution to be executed and distributed as necessary.**

VI. PUBLIC HEARINGS:

1. Approve Resolution 2015-063 establishing the Final Millage Rate of 5.9790 mills for the City of Cocoa for the Fiscal Year 2016 Commencing on October 1, 2015, and ending on September 30, 2016 which represents an increase of 2.38% over the calculated rolled-back rate of 5.8401; Approve Resolution 2015-064 adopting the Final Budget for the City of Cocoa for the Fiscal Year 2016 commencing on October 1, 2015 and ending on September 30, 2016. (15-452) (City Manager)

   - **Approved. Resolutions to be executed and distributed as necessary.**

VII. COUNCIL BUSINESS:

1. Consider the reappointment of Ms. Sherry Woodhouse to the General Employees' Pension Board through September of 2018. (15-436) (Administrative Services Director)

   - **Approved. Correspondence to be handled through the City Clerk's office.**

2. Ratify the appointment of Mr. Jeff Childers as a ministerial duty, to the Board of Trustees for the General Employees' Pension Plan. (15-437) (Administrative Services Director)

   - **Approved. Correspondence to be handled through the City Clerk's office.**

VIII. CITY BUSINESS:

1. Award Bid # B-15-21-COC to C&D Construction, Inc. of Cocoa, Florida; To Authorize the City Manager to Approve Contract for the Emergency Repairs to the Elevated Tank; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in the Amount Not to Exceed $68,400 (which is 10% of the contract amount); To Approve a Resolution Amending the FY2015 Budget. (15-448) (Utilities Director)

   - **Approved. Resolution and Form of Agreement to be executed and distributed as necessary.**

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2014 to 08/31/2015. (15-439) (Assistant City Manager/Finance Director)

2. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (15-440) (Assistant City Manager/Finance Director)

3. FY 2015 Budget Adjustment Report. (15-441) (Assistant City Manager/Finance Director)

4. Monthly finance report showing the relation between the estimated and actual income and expenses to date. (15-442) (Assistant City Manager/ Finance Director)

5. Employee Health Center usage report provided by CareATC.(15-445) Administrative Services Director)

6. New local business tax receipts. (15-451) (Community Services Director)

- **No formal actions were taken under the Informational Agenda.**

X. REPORTS:

- **No formal actions were taken under Reports.**

XI. ADJOURNMENT.

- **The meeting adjourned at 7:41 p.m.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: 8/29/2013

BID NUMBER: #13-16-COC WATER TREATMENT CHEMICALS

VENDOR	0019 Bidder's Acknowledgement	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	SECTION	DESCRIPTION	UNIT	QTY	UNIT COST	EXTENSION	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00485 Drug Free	Receipt of Addendums
PRAXAIR 7000 HIGH GROVE BLVD. BURR RIDGE, IL 60527	YES	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400		$ -	YES	YES	YES	YES	YES
					00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ -	$ -					
						QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
					00310-C	SODA ASH	TON	2,000	$ -	$ -					
					00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
					00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
					00310-F	CARBON DIOXIDE	TON	1,120	$ 180.00	$ 201,600.00					
					00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ -	$ -					
						SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			%						
					00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					
FMC 1735 MARKET ST. PHILADELPHIA, PA 19103	YES	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ -	$ -	NO	YES	YES	YES	YES
					00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ -	$ -					
						QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
					00310-C	SODA ASH	TON	2,000	$ 395.00	$ 790,000.00					
					00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
					00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
					00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
					00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ -	$ -					
						(% Available Chlorine/LB.)			%						
					00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: 8/29/2013

BID NUMBER: #13-16-COC WATER TREATMENT CHEMICALS

VENDOR	0019 Bidder's Acknowledgement	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	300 BID FORM						00311 Exceptions	00312 References	00320 Bidder's Qualifications	00485 Drug Free	Receipt of Addendums
					SECTION	DESCRIPTION	UNIT	QTY	UNIT COST	EXTENSION					
AIRGAS SPECIALTY PRODUCTS 2530 SEVER RD. LAWRENCEVILLE, GA 30043	YES	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ -	$ -	YES	YES	YES	YES	YES
					00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ -	$ -					
						QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
					00310-C	SODA ASH	TON	2,000	$ -	$ -					
					00310-D	ANHYDROUS AMMONIA	TON	80	$ 1,440.00	$ 115,200.00					
					00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
					00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
					00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ -	$ -					
						SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			%						
					00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					
MOSAIC-FISHHAWK 13830 CIRCA CROSSING DR. LITHIA, FL 33547	YES	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ -	$ -	NO	YES	YES	YES	YES
					00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755		$ -					
						QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
					00310-C	SODA ASH	TON	2,000	$ -	$ -					
					00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
					00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ 498.00	$ 106,821.00					
					00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
					00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ -	$ -					
						SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			%						
					00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: 8/29/2013

BID NUMBER: #13-16-COC WATER TREATMENT CHEMICALS

VENDOR	00191 Bidder's Acknowledgement	00296 Scrutinized Company Certification 00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	300 BID FORM					00311 Exceptions	00312 References	00320 Bidder's Qualifications	00485 Drug Free	Receipt of Addendums
				SECTION	DESCRIPTION	UNIT	QTY	UNIT COST	EXTENSION					
KEMIRA WATER SOLUTIONS 3211 CLINTON PKWY CT. LAWRENCE, KS 66047-2654	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ -	$ -	YES	YES	YES	YES	YES
				00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ -	$ -					
					QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
				00310-C	SODA ASH	TON	2,000	$ -	$ -					
				00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
				00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
				00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
				00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ -	$ -					
					SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			%						
				00310-H	FERRIC SULFATE	TON	1170	$ 174.00	$ 203,580.00					
LHOIST NORTH AMERICA 4720 CLEVELAND HGTS. BLVD. LAKELAND, FL 33813	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ -	$ -	NO	YES	YES	YES	YES
				00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ 274.03	$ 2,125,102.65					
					QUICK LIME 3/4" PEBBLE	TON	6,500	$ 274.03	$ 1,781,195.00					
				00310-C	SODA ASH	TON	2,000	$ -	$ -					
				00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
				00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
				00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
				00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625		$ -					
					SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			%						
				00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: 8/29/2013

BID NUMBER: #13-16-COC WATER TREATMENT CHEMICALS

VENDOR	0019 Bidder's Acknowledgement	00296 Scrutinized Company Certification 00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	300 BID FORM					00311 Exceptions	00312 References	00320 Bidder's Qualifications	00485 Drug Free	Receipt of Addendums
				SECTION	DESCRIPTION	UNIT	QTY	UNIT COST	EXTENSION					
ALLIED UNIVERSAL CORP. 3901 NW 115 AVE. MIAMI, FL 33178	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ 298.50	$ 119,400.00	NO	YES	YES	YES	YES
				00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ -	$ -					
					QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
				00310-C	SODA ASH	TON	2,000	$ -	$ -					
				00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
				00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
				00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
				00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ 0.537	$ 917,531.625					
					SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			11						
				00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					
CARMEUSE LIME, INC. 11 STANWIX ST. PITTSBURG, PA 15222	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ -	$ -	NO	YES	YES	YES	YES
				00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ 184.88	$ 1,433,744.40					
					QUICK LIME 3/4" PEBBLE	TON	6,500	$ 184.88	$ 1,201,720.00					
				00310-C	SODA ASH	TON	2,000	$ -	$ -					
				00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
				00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
				00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
				00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ -	$ -					
					SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			%						
				00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: 8/29/2013

BID NUMBER: #13-16-COC WATER TREATMENT CHEMICALS

VENDOR	0019 Bidder's Acknowledgement	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	300 BID FORM					00311 Exceptions	00312 References	00320 Bidder's Qualifications	00485 Drug Free	Receipt of Addendums
					SECTION	DESCRIPTION	UNIT	QTY	UNIT COST	EXTENSION					
THATCHER COMPANY 1905 FORTUNE RD. SALT LAKE CITY, UT 84104	YES	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ -	$ -	NO	YES	YES	YES	YES
					00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ -	$ -					
						QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
					00310-C	SODA ASH	TON	2,000	$ 350.69	$ 701,380.00					
					00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
					00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
					00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
					00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ -	$ -					
						SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			%						
					00310-H	FERRIC SULFATE	TON	1170	$ 194.57	$ 227,646.90					
BRENTAG MID SOUTH 250 CENTRAL FLORIDA PKWY ORLANDO, FL 32824	YES	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ 320.00	$ 128,000.00	YES	YES	YES	YES	YES
					00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ -	$ -					
						QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
					00310-C	SODA ASH	TON	2,000	$ -	$ -					
					00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
					00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
					00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
					00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ 0.620	$ 1,059,347.50					
						SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			9.5						
					00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: 8/29/2013

BID NUMBER: #13-16-COC WATER TREATMENT CHEMICALS

VENDOR	00019 Bidder's Acknowledgement	00296 Scrutinized Company Certification OR 00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	300 BID FORM						00311 Exceptions	00312 References	00320 Bidder's Qualifications	00485 Drug Free	Receipt of Addendums
				SECTION	DESCRIPTION	UNIT	QTY	UNIT COST	EXTENSION					
HARCROSS CHEMICALS, INC. 5132 TRENTON ST. TAMPA, FL 33619	YES	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ -	$ -	YES	YES	YES	YES	YES
					00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ -	$ -					
						QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
					00310-C	SODA ASH	TON	2,000	$ -	$ -					
					00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
					00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ 536.00	$ 114,972.00					
					00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
					00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ -	$ -					
						SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			%							
					00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					
KEY CHEMICALS, INC. 9503 DOVEWOOD PLACE WAXHAW, NC 28173 NO BID	YES	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ -	$ -	YES	YES	YES	YES	YES
					00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ -	$ -					
						QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
					00310-C	SODA ASH	TON	2,000	$ -	$ -					
					00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
					00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
					00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
					00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ -	$ -					
						SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			%							
					00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: 8/29/2013

BID NUMBER: #13-16-COC WATER TREATMENT CHEMICALS

VENDOR	00019 Bidder's Acknowledgement	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	300 BID FORM						00311 Exceptions	00312 References	00320 Bidder's Qualifications	00485 Drug Free	Receipt of Addendums
					SECTION	DESCRIPTION	UNIT	QTY	UNIT COST	EXTENSION					
ODYSSEY MANUFACTURING CO. 1484 MASSARO BLVD. TAMPA, FL 33619	YES	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ -	$ -	NO	YES	YES	YES	YES
					00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ -	$ -					
						QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
					00310-C	SODA ASH	TON	2,000	$ -	$ -					
					00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
					00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
					00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
					00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ 0.525	$ 897,028.125					
						SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			13						
					00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					
CHENEY LIME & CEMENT CO. P.O. BOX 57605 JACKSONVILLE, FL 32241	YES	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ -	$ -	NO	YES	YES	YES	YES
					00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ 172.11	$ 1,334,713.05					
						QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
					00310-C	SODA ASH	TON	2,000	$ -	$ -					
					00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
					00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
					00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
					00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ -	$ -					
						SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			%						
					00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					

CITY OF COCOA
BID TABULATION SHEET

BID OPENING DATE: 8/29/2013

BID NUMBER: #13-16-COC WATER TREATMENT CHEMICALS

VENDOR	0019 Bidder's Acknowledgement	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	300 BID FORM						00311 Exceptions	00312 References	00320 Bidder's Qualifications	00485 Drug Free	Receipt of Addendums
					SECTION	DESCRIPTION	UNIT	QTY	UNIT COST	EXTENSION					
THE DUMONT CO., INC. 381 S. CENTRAL AVE. OVIEDO, FL 32765	YES	YES	YES	YES	00310-A	LIQUID CHLORINE	TON	400	$ -	$ -	NO	YES	YES	YES	YES
					00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ -	$ -					
						QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
					00310-C	SODA ASH	TON	2,000	$ -	$ -					
					00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
					00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ 490.00	$ 105,105.00					
					00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
					00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ -	$ -					
						SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			%						
					00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					
GENERAL CHEMICAL PERFORMANCE PRODUCTS, INC 90 EAST HALSEY RD. PARSIPPANY, NJ 07054 NO BID					00310-A	LIQUID CHLORINE	TON	400	$ -	$ -					
					00310-B	QUICK LIME 3/8" PEBBLE	TON	7,755	$ -	$ -					
						QUICK LIME 3/4" PEBBLE	TON	6,500	$ -	$ -					
					00310-C	SODA ASH	TON	2,000	$ -	$ -					
					00310-D	ANHYDROUS AMMONIA	TON	80	$ -	$ -					
					00310-E	HYDROFLUOSILIC ACID	TON	214.5	$ -	$ -					
					00310-F	CARBON DIOXIDE	TON	1,120	$ -	$ -					
					00310-G	SODIUM HYPOCHLORITE	GAL	1,708,625	$ -	$ -					
						SODIUM HYPOCHLORITE (% Available Chlorine/LB.)			%						
					00310-H	FERRIC SULFATE	TON	1170	$ -	$ -					

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, Thursday, August 21, 2014

BID NUMBER: #B-14-17-COC DYAL WTP WISPROFLOC-N-STARCH

VENDOR																				
TOPICHEM ENTERPRISES 111 GREEN POINT CIRCLE PALM BEACH GARDENS, FL 33418	Y	N/A	Y	Y	Y	$199,200.00	N/A	N	Y	Y	N/A	N/A	N/A	Y	N/A	N/A	N/A	N/A	N/A	N/A
BRENTAG MID-SOUTH, INC. 250 CENTRAL FLORIDA PKWY ORLANDO, FL 32824						**NO BID**	N/A				N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

BID NO. B-13-16-COC

This amendment to the purchase agreement for Sodium Hypochlorite is made and entered into as of July 06, 2015 by and between the **City of Cocoa** and **Odyssey Manufacturing Company, 1484 Massaro Blvd., Tampa, Florida 33619.**

The agreement entered into on October 1, 2013, is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twelve (12) additional months, at the same rate(s), terms, and conditions commencing on October 1, 2015 and terminating on September 30, 2016.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

ODYSSEY MANUFACTURING CO.

By: Patrick H. Allman
(Name) Printed

General Manager
(Title)

Signature Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature 9-22-15
Date

CC: Carie Shealy, City Clerk
Troy Howell, Water Plant Superintendent
Tammy Eastburn, Procurement Card Coordinator

Company	Requisition #	Budgeted Amount	
Cheney		$ 999,000.00	
Airgas		$ 80,000.00	
Dumont		$ 70,560.00	
Praxair		$ 162,000.00	
Kemira		$ 306,000.00	
Odyssey		$ 166,000.00	Dyal
Odyssey		$ 60,000.00	Sellers
		$ 1,783,560.00	Dyal
		$ 60,000.00	Sellers
		$ 1,843,560.00	Agenda Item Request
		$ -	Balance

PURCHASE REQUISITION NBR: 0000028528

STATUS: DIVISION MANAGER

REQUISITION BY: SUSAN GARDNER
REASON: WATER TREATMENT CHEMICALS DYAL WTP & WEWAHOOTEE
DATE: 10/01/15

SHIP TO LOCATION: DYAL WATER PLANT
SUGGESTED VENDOR: 6745 ODYSSEY MANUFACTURING CO
DELIVER BY DATE: 10/01/15

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SODIUM HYPOCHLORITE FOR WEWAHOOTEE. APPROVED 2ND AMENDMENT TO PURCHASE AGREEMENT BID NO. B-13-16-COC COMMENCING ON OCTOBER 1, 2015 AND TERMINATING SEPTEMBER 30, 2016. APPROVED BY COUNCIL ON SEPTEMBER 22, 2015. V.1 COMMODITY: PURCHASE ORDER ENTRY SUBCOMMOD: SERVICE	154000.00	SUM	1.0000	154000.00	
2	SODIUM HYPOCHLORITE FOR BOOSTERS. COMMODITY: PURCHASE ORDER ENTRY SUBCOMMOD: SERVICE	12000.00	SUM	1.0000	12000.00	

REQUISITION TOTAL: 166000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	42140205365200	OPERATING SUPPLIES		100.00	154000.00
2	42140205365200	OPERATING SUPPLIES		100.00	12000.00
					166000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

LASERFICHE:
CITY COUNCIL AGENDA ITEM
CITY JOURNAL
BID TABULATION SHEET, BID# 13-16-COC
PURCHASE AGREEMENT 2ND AMENDMENT BID# B-13-16-COC
ESTIMATED BUDGET AMOUNT SHEET
SJG 10.1.15

Purch. Mrg
10-5

ODYSSEY
MANUFACTURING CO.

Invoice 254940

Invoice Date 12/30/16

Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

Telephone: 813/635-0339

Bill To:

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

Ship To:

Weewahootee Wellfield
Phone:321-635-7773
28400 S.R. 520
Christmas, FL 32709

Customer	Ship Via	F.O.B.	Terms
COC01	Odyssey Mfg.	Destination	Net 30 Days

Purchase Order Number	Salesperson	Order Date	Our Order Number
69292		12/29/16	244337

Quantity Ordered	Quantity Shipped / Back Ordered	Item Number / Item Description	Unit of Measure	Unit Price / Discount %	Tax	Extended Price
5000	5000 0	HYPO04V UN1791, HYPOCHLORITE SOLUTIONS(SODIUM HYPOCHLORITE),8, PGIII	GAL	0.525	N	2625.00

RECEIVED
JAN - 5 2017
BY:

Nontaxable Subtotal	2625.00
Taxable Subtotal	0.00
Tax	0.00
Total Invoice	2625.00

Customer Original

Straight Bill of Lading — SHORT FORM — Original — Not negotiable

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise, to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each part at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification of tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

C.O.D. CHARGES TO BE PAID BY
SHIPPER ☐ CONSIGNEE ☐
C.O.D. CHARGES $_____

Order No. 244337

Subject to section 7 of conditions of applicable Bill of Lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

_____
Signature of the Consignor

If charges are to be prepaid, write or stamp here, "To be Prepaid".

Rec'd $_____
to apply in prepayment of the charges on the property described hereon.

_____
Agent or Cashier

Per _____
The signature here acknowledges only the amount prepaid.

[redacted]

Consign To:

eewahootee Wellfield
hone:321-635-7773
3400 S.R. 520
hristmas, FL 32709

Jay T. Lesley 12-30-16 TRCC

CUSTOMER	SHIP VIA	F.O.B.	TERMS
COC01	Odyssey Mfg.	Destination	Net 30 Days

REQ. DATE	PURCHASE ORDER NUMBER	ORDER DATE	ORDERED BY	REFERENCE NUMBER
12/30/16	69202	12/29/16		

ITEM NUMBER	NO./TYPE OF PACKAGE	H M	DESCRIPTION	UNIT OF MEASURE	QUANTITY ORDERED	QUANTITY SHIPPED
HYP004V	1 Cargo Tank	RQ	UN1791, HYPOCHLORITE SOLUTIONS(SODIUM HYPOCHLORITE),8, PGIII MARINE POLLUTANT GALLONS SODIUM HYPOCHLORITE SOLUTIONS WITH 12.0 TRADE PERCENT AVAILABLE CHLORINE ERG 154. ULTRA-CHLOR-20002	GAL	5050	5000

1665
1665
1670
5000

T-1	T-2	T-3	T-4
O/S	86 = 5025	86 = 5025	86 = 5030
	578 = 3360	578 = 3360	578 = 3360
	1665	1665	1670

NSF

Certified to NSF/ANSI 60

Maximum Use Level: 94 mg/L

EMERGENCY RESPONSE:
CALL ODYSSEY MANUFACTURING AT
1-800-639-7739 OR
ACT ENVIRONMENTAL 1-800-226-0911

per _____

Carrier hereby certifies that he has full and complete authority to transport the merchandise to destination.

ODYSSEY MANUFACTURING CO.
1484 Massaro Blvd.
Tampa, FL 33619-3006
1-800-ODYSSEY

Shipper _____ Agent _____

per _____ per _____

Permanent post office address of shipper.

FOR CHEMICAL EMERGENCY CALL ODYSSEY MANUFACTURING CO. AT 1-800-639-7739 or ACT Environmental at 1-800-226-0911 DAY or NIGHT

ODYSSEY
MANUFACTURING CO.

Invoice 254938

Invoice Date 12/27/16

Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

Telephone: 813/635-0339

Bill To:

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

Ship To:

Weewahootee Wellfield
Phone:321-635-7773
28400 S.R. 520
Christmas, FL 32709

Customer	Ship Via	F.O.B.	Terms
COC01	Odyssey Mfg.	Destination	Net 30 Days

Purchase Order Number	Salesperson	Order Date	Our Order Number
69292		12/30/16	244116

Quantity Ordered	Quantity Shipped / Back Ordered	Item Number / Item Description	Unit of Measure	Unit Price / Discount %	Tax	Extended Price
5000	5000 0	HYPO04V UN1791, HYPOCHLORITE SOLUTIONS(SODIUM HYPOCHLORITE),8, PGIII	GAL	0.525 N		2625.00

RECEIVED
JAN - 5 2017
BY:

Nontaxable Subtotal	2625.00
Taxable Subtotal	0.00
Tax	0.00
Total Invoice	2625.00

Customer Original

Straight Bill of Lading — SHORT FORM — Original — Not negotiable

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise, to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each part at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification of tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

[redacted]

C.O.D. CHARGES TO BE PAID BY SHIPPER ☐ CONSIGNEE ☐

C.O.D. CHARGES $_____

Order No. [redacted] 244116

Consign To: Woodwaterfloe – [redacted]
SR 520
Christmas, FL
Jay Tesler 12-27-16 Truck

Subject to section 7 of conditions of applicable Bill of Lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

_____
Signature of the Consignor

If charges are to be prepaid, write or stamp here, "To be Prepaid".

Rec'd $_____
to apply in prepayment of the charges on the property described hereon.

_____
Agent or Cashier

Per _____

The signature here acknowledges only the amount prepaid.

CUSTOMER	SHIP VIA	F.O.B.	TERMS
[redacted]	Odyssey Mfg.	Destination	Net 30 Days

REQ. DATE	PURCHASE ORDER NUMBER	ORDER DATE	ORDERED BY	REFERENCE NUMBER
[redacted]	64292	[redacted]		

ITEM NUMBER	NO./TYPE OF PACKAGE	H M	DESCRIPTION	UNIT OF MEASURE	QUANTITY ORDERED	QUANTITY SHIPPED
HYP001	1 Cargo Tank	RQ	UN1791, HYPOCHLORITE SOLUTIONS,(SODIUM HYPOCHLORITE),8,PGIII MARINE POLLUTANT GALLONS SODIUM HYPOCHLORITE SOLUTIONS WITH 12.0 TRADE PERCENT AVAILABLE CHLORINE. ERG 154. ULTRA-CHLOR-20002 1665 1665 1670 5000	GAL	5050	5000

T-1	T-2	T-3	T-4
O/S	755 = 4410	755 = 4410	755 = 4415
	47 = 2745	47 = 2745	47 = 2745
	1665	1665	1670

NSF

Certified to NSF/ANSI 60

Maximum Use Level: 94 mg/L

EMERGENCY RESPONSE:
CALL ODYSSEY MANUFACTURING AT
1-800-639-7739 OR
ACT ENVIRONMENTAL 1-800-226-0911

Eric Cyr per

Carrier hereby certifies that he has full and complete authority to transport the merchandise to destination.

ODYSSEY MANUFACTURING CO.
1484 Massaro Blvd.
Tampa, FL 33619-3006
1-800-ODYSSEY

Shipper per

Agent _____ per

Permanent post office address of shipper.

FOR CHEMICAL EMERGENCY CALL ODYSSEY MANUFACTURING CO. AT 1-800-639-7739 or ACT Environmental at 1-800-226-0911 DAY or NIGHT

ODYSSEY
MANUFACTURING CO.

Invoice 255078

Invoice Date 01/03/17

Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

Telephone: 813/635-0339

Bill To:

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

Ship To:

Weewahootee Wellfield
Phone:321-635-7773
28400 S.R. 520
Christmas, FL 32709

Customer	Ship Via	F.O.B.	Terms
COC01	Odyssey Mfg.	Destination	Net 30 Days

Purchase Order Number	Salesperson	Order Date	Our Order Number
69292		01/02/17	244467

Quantity Ordered	Quantity Shipped / Back Ordered	Item Number / Item Description	Unit of Measure	Unit Price / Discount %	Tax	Extended Price
4731	4731 0	HYPO04V UN1791, HYPOCHLORITE SOLUTIONS(SODIUM HYPOCHLORITE),8, PGIII	GAL	0.525	N	2483.78

RECEIVED
JAN - 9 2017
BY:

Nontaxable Subtotal	2483.78
Taxable Subtotal	0.00
Tax	0.00
Total Invoice	2483.78

Customer Original

Straight Bill of Lading — SHORT FORM — Original — Not negotiable

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise, to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each part at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification of tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

C.O.D. CHARGES TO BE PAID BY
SHIPPER ☐ CONSIGNEE ☐
C.O.D. CHARGES $_____

Order No. 244467

Subject to section 7 of conditions of applicable Bill of Lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

_____
Signature of the Consignor

If charges are to be prepaid, write or stamp here, "To be Prepaid".

Rec'd $_____
to apply in prepayment of the charges on the property described hereon.

_____
Agent or Cashier

Per _____
The signature here acknowledges only the amount prepaid.

[redacted]

Consign To:

Seewahootee Wellfield
Phone:321-635-7773
3400 S.R. 520
Christmas, FL 32709

CUSTOMER	SHIP VIA	F.O.B.	TERMS
COC01	Odyssey Mfg.	Destination	Net 30 Days

REQ. DATE	PURCHASE ORDER NUMBER	ORDER DATE	ORDERED BY	REFERENCE NUMBER
01/03/17	69292	01/02/17		

ITEM NUMBER	NO./TYPE OF PACKAGE	H M	DESCRIPTION	UNIT OF MEASURE	QUANTITY ORDERED	QUANTITY SHIPPED
HYP004V	1 Cargo Tank	RQ	UN1791, HYPOCHLORITE SOLUTIONS(SODIUM HYPOCHLORITE),8, PGIII MARINE POLLUTANT 58,4 GPI GALLONS SODIUM HYPOCHLORITE SOLUTIONS WITH 12.0 TRADE PERCENT AVAILABLE CHLORINE. ERG 164. ULTRA-CHLOR-20002 (1) (2) (3) 9/16 = 5314 | 5314 | 5314 4/16 = 3737 | 3737 | 3737 1577 1577 1577 4730 EMERGENCY RESPONSE: CALL ODYSSEY MANUFACTURING AT 1-800-639-7739 OR ACT ENVIRONMENTAL 1-800-226-0911	GAL	5050	4731

NSF

Certified to NSF/ANSI 60

Maximum Use Level: 94 mg/L

T HARRISON

per

Carrier hereby certifies that he has full and complete authority to transport the merchandise to destination.

ODYSSEY MANUFACTURING CO.
1484 Massaro Blvd.
Tampa, FL 33619-3006
1-800-ODYSSEY

Shipper

Agent _____

per

per

Permanent post office address of shipper.

FOR CHEMICAL EMERGENCY CALL ODYSSEY MANUFACTURING CO. AT 1-800-639-7739 or ACT Environmental at 1-800-226-0911 DAY or NIGHT

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4980424&GUID=555A9ED5-9B91-47AB-8260-5DEC4CCAA865* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	17-97	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	2/15/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Approve a Resolution and the submittal of an application for the 2017 Florida Inland Navigation District (FIND) Waterway Assistance Program for Fiscal Year 2018 to assist in funding the construction of the T-Dock extension and additional day docking slips. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	WAP Application Part 2 2017 T Dock Day Slips 2-10-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2017
Agenda Date: February 28, 2017
Prepared By: Steven P. Belden, AICP, Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a Resolution and the submittal of an application for the 2017 Florida Inland Navigation District (FIND) Waterway Assistance Program for Fiscal Year 2018 to assist in funding the construction of the T-Dock extension and additional day docking slips.

BACKGROUND:

At its meeting on February 14, 2017, the Cocoa Redevelopment Agency authorized staff to submit an application for the 2017 FIND Waterway Assistance Program for the construction of the t-dock extension and additional day docking slips.

Each year, FIND provides matching grant funding of up to 50% of the constructions costs to local governments for projects intended for waterway improvement projects. Project types eligible for funding include public navigation, public waterway access facilities, public recreation, inlet management, beach renourishment, environmental education and boating safety. Grant applications are due by 4:30 p.m. on March 31, 2017. It is anticipated that grants will be awarded by September 30, 2017

As detailed in the Cocoa Community Redevelopment Agency's Waterfront Master Plan, the construction of a t-dock and day docking slips will accommodate larger vessels and allow increased boating access to Historic Cocoa Village for more visitors. If awarded, FIND funds will be used to construct the t-dock extension and additional day docking slips. The project is being funded by the

Cocoa Community Redevelopment Agency. The application is required to be submitted by City of Cocoa as the eligible entity. Upon completion and final close out the Cocoa CRA would be reimbursed for up to 50% of the construction costs.

As with all FIND applications, approval by our local FIND Commissioner Jerry Sansom is required prior to submission of the application. Mr. Sansom has reviewed the application and provided his approval for the application submittal.

STRATEGIC PLAN CONNECTION:

Economic Development is directly impacted by this agenda item.

BUDGETARY IMPACT:

Budgeted	Choose an item.
If not budgeted, is amendment/transfer attached?	Choose an item.

PREVIOUS ACTION:

The Cocoa Community Redevelopment Agency approved submittal of the grant application at its February 14, 2017 meeting.

RECOMMENDED MOTION:

Approve a Resolution and the submittal of an application for the 2017 Florida Inland Navigation District (FIND) Waterway Assistance Program for Fiscal Year 2018 to assist in funding the construction of the T-Dock extension and additional day docking slips.

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FY 2017

WATERWAYS ASSISTANCE

PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

The following Attachment E-1 through E-8 forms, in addition to the requirements of the application checklist, constitute your formal application.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.

A completed hardcopy of the application may be delivered to:
FIND, 1314 Marcinski Rd., Jupiter, FL 33477
or an electronic copy (pdf) may be emailed to
JZimmerman@aicw.org**. Application must be received by the deadline, no exceptions.**

ATTACHMENT E - APPLICANT TIPS SHEET

(Mistakes Common to the application process and how to avoid them)

Scheduling – The new application is available by the 2nd week of January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 31ST of March; Property Control – 26th of May, Permits – 20th of September. *(Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)*

Property Control Verification – Please have your attorney complete and sign the form in the application verifying applicant property control. Support documentation is not necessary. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. *(Staff suggestion: Resolve this requirement outside the application "window".)*

Project Costs Eligibility – Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. *(Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline. Do not include applicant project management in your cost estimate*).

Cost-Share – Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. *(Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)*

Pre-Agreement Expenses - Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible, or limit them to a small percentage of the project. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. *(Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).*

Submitted Materials & June Presentation –The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application**. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation.** *(Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation! Don't create unnecessary work for yourself!)*

ELECTRONIC SUBMISSIONS – Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org

Or you may send hardcopy applications with an electronic file in Word or PDF format on a CD or flash drive to FIND, 1314 Marcinski Rd, Jupiter, EL 33477.

Applications must be received by the District by 4:30 pm on March 31, 2017.

ATTACHMENT E-1.
APPLICATION CHECKLIST 2017

(To be completed by the Applicant)

Project Title:	Lee Wenner Park T-Dock and Day Slips
Applicant:	City of Cocoa

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

Any additional information submitted by the applicant is subject to being removed from the package by District staff prior to presentation to the District Board because of reproduction and space considerations.

A completed hardcopy of the application may be mailed to: FIND, 1314 Marcinski Rd., Jupiter, FL 33477 or an electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information is required to be on 8 1/2" x 11" paper so they may be included in agenda books bound by staff.

		YES	NO
1.	District Commissioner Review (prior to March 3rd) (***NOTE*: For District Commissioner initials ONLY!)** **(District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	____	____
3.	Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page) **(Form must be completed and signed)**	____	____
4.	Project Information – E-3 (Form No. 90-22a, 1 page)	____	____
5.	Application and Evaluation Worksheet – E-4$_{(+)}$ (Form No.91-25)(One proper sub-attachment included, 7 pages) Must answer questions 1-10. **No signatures required**	____	____
6.	Project Cost Estimate – E-5 (Form No. 90-25, 1 page) **(Must be on District form**)	____	____
7.	Project Timeline – E-6 (Form No. 96-10, 1 page)	____	____
8.	Official Resolution Form – E-7 (Form No. 90-21, 2 pages) **(Resolution must be in District format and include items 1-6)**	____	____

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

(To be completed by the Applicant)

		YES	NO
9.	Attorney's Certification (Land Ownership) – E-8 **(Must be on or follow format of Form No. 94-26,** **(Legal descriptions NOT accepted in lieu of form)**	____	____
10.	County/City Location Map	____	____
11.	Project Boundary Map	____	____
12.	Clear & Detailed Site Development Plan Map	____	____
13.	Copies of all Required Permits (Required of development projects only)	____	____

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 31, 2017. By May 26, 2017 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 20, 2017. If the information in Item 13 is not submitted to the District office by September 20, 2017, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON:_____ TITLE:_____

_____ _____

**** SIGNATURE - PROJECT LIAISON **** DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

WATERWAYS ASSISTANCE PROGRAM FY 2017
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY

APPLICANT INFORMATION			
Applicant:	City of Cocoa		
Department:	Cocoa Community Redevelopment Area		
Project Title:	Lee Wenner Park T-Dock and Day Slips		
Project Director:	Steven Belden	**Title:**	Community Services Director
Project Liaison: *(if different from Project Director)*		**Title:**	
Mailing Address:	65 Stone St		
City:	Cocoa	**Zip Code:**	32922
Email Address:	sbelden@cocoafl.org	**Phone #:**	321-433-8522
Project Address:			

******* I hereby certify that the information provided in this application is true and accurate.******

SIGNATURE: _____ DATE: _____

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

The project proposes to extend the existing T-Dock and construct additional boat slips adjacent to Riverfront Park. The extension of the T-Dock will provide access to a deeper channel of water in the Intracoastal Waterway (ICW). The T-Dock is located at the north end of Riverfront Park adjacent to Lee Wenner Park. The T-Dock consists of a 25-foot walkway that was not constructed to handle large impact and docking loads from larger vessels. It is structurally limited as to the size of vessels able to dock.

The boat slips are proposed west of the existing day slips to provide additional public docking access for day-boaters ranging in size from approximately 20 to 30 feet. The additional day slips will complement the extension of the T-Dock, which is geared towards larger vessel docking such as ICW cruisers, whereas the day slips are intended to provide access for the local boaters. The day slips are currently in the design/engineering phase and being funded by the Cocoa CRA.

ATTACHMENT E-3 - PROJECT INFORMATION 2017

Applicant:	City of Cocoa	**Project Title:**	Lee Wenner Park T-Dock and Day Slips		
Total Project Cost: $	$450,000	**FIND Funding Requested: $**	225,000	**% of Total Cost:**	50%
Amount and Source of Applicant's Matching Funds:	Cocoa CRA TIF funds will fund the project.				

1. Ownership of Project Site (check one): Own: ☐ Leased: ☐ Other: ■

2. If leased or other, please describe lease or terms and conditions:

The t-dock is owned by the City of Cocoa with a Sovereign Submerged Land Lease from the State of Florida that will be extended as part of the t-dock expansion. The additional day slips will require a Sovereign Submerged Land Lease from the State.

3. Has the District previously provided assistance funding to this project or site? Yes: ■ No: ☐

4. If yes, please list:

The District awarded the City a grant for the design/engineering of the t-dock expansion.

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

There are currently four public boat ramps, 150-foot public t-dock, eight public day slips, and forty-four paved trailer parking spaces.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

Approximately 8 new day slips and extension of the t-dock by 250 feet.

7. Are fees charged for the use of this project? No ■ Yes ☐ **

****If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Recieved
WMD	YES		
DEP	YES		
ACOE	YES		
COUNTY / CITY	YES		

ATTACHMENT E-4

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

DIRECTIONS: All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

****Please keep your answers brief and do not change the pagination of Attachment E-4 ****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	Lee Wenner Park T-Dock and Day Slips
Applicant:	City of Cocoa

---

1) PRIORITY LIST:

a) Denote the priority list category of this project from Attachment C in the application. (The application may only be of **one** type based upon the predominant cost of the project elements.)

This project is listed under Priority Category 8 - Acquisition, dredging, shoreline stabilization, and development of public boat docking and mooring facilities.

b) Explain how the project fits this priority category.

This project is related to the development of public boat docking facilities with the extension of the t-dock to allow larger vessels to dock and increase the number of day slips to provide more access to waterside facilities for the public.

(For reviewer only)
Max. Available Score for application _____

Question 1. Range of Score (1 to ___ points)

---

2) WATERWAY RELATIONSHIP:

a) Explain how the project relates to the ICW and the mission of the Navigation District.

Riverfront Park and Lee Wenner Park are located directly on the Intracoastal Waterway and provide boater and non-boater access to the waterway. Expansion of the t-dock and additional day slips will allow for greater access to the ICW as well as land side facilities.

b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

By extending the t-dock larger vessels, such as ICW cruisers, will be able to dock at Riverfront Park as well as providing additional slips for smaller vessels.

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

a) How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.

Extension of the t-dock will allow larger vessels to dock that currently are unable to due to the depth of water. With the extension of the t-dock into deeper water, larger vessels will have the ability to dock such large sail boats traveling along the eastern coast. The additional day slips will provide the ability for approximately 8 to 10 more boats to dock at one time.

b) Discuss the regional and local public benefits that will be provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.

The t-dock and day slips are open to the public. As stated above, larger vessels will have the ability to dock with the extension of the t-dock.

c) Are there any restrictions placed on commercial access or use of this site?

The t-dock and day slips are for public use only. There is no commercial component to these facilities.

(For reviewer only)
(1-8 points)

4) TIMELINESS

a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.

The design/engineering of the t-dock is complete. The design/engineering of the day slips is currently underway and will be complete by the end of the fiscal year 2017.

b) Briefly explain any unique aspects of this project that could influence the project timeline.

The existing Sovereign Submerged Land Lease will need to be extended.

(For reviewer only)
(1-3 points)

---

5) COSTS & EFFICIENCY:

a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.

The project will be funded 100% through the Cocoa Community Redevelopment Area.

b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

None identified at this time.

c) Describe any methods to be utilized to increase the cost efficiency of this project.

To be determined.

d) If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

No fees are charged to utilize the facilities.

(For reviewer only)
(1-6 points)

---

6) PROJECT VIABILITY:

a) What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?

This project fulfills a public need for increased boating access to Lee Wenner Park and Cocoa Village as identified in the Cocoa Waterfront Master Plan completed in 2008.

b) Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.

Maintenance will be the responsibility of Cocoa Community Redevelopment Agency.

c) Will the program result in significant and lasting benefits? Explain.

This project will have an immediate and lasting benefit to the boating community by increasing the number and types of boats that have free public access to the ICW.

d) Please describe any environmental benefits associated with this project.

The project will aid in enforcement of City of Cocoa docking ordinance and regulating safe boating and environmentally sensitive activities through proper monitoring of boating activities at the docking facilities.

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

---

7) PERMITTING:

a) Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.

Permits will be applied for as required by this project.

b) If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work and provide a general cost estimate for the future Phase II work.

This is a Phase II project.

c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

No impediments are anticipated at this time.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

a) Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?

Design of the t-dock expansion is complete. Design of the day slips is currently underway.

b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?

The extension of the t-dock will allow for larger vessels to dock that are currently unable to due to the depth of the water. The additional day slips will provide docking space that is often times utilized by dinghy boats that take up space.

(For reviewer only)
(1-2 points)

---

9) CONSTRUCTION TECHNIQUES:

a) Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.

T-dock will be wood construction. The day slips have not been determined at this time. They may be fixed or floating depending on the results of the engineer recommendation.

b) How are the utilized construction techniques appropriate for the project site?

Construction techniques will be determined by environmental and safety factors.

c) Identify any unusual construction techniques that may increase or decrease the costs of the project.

None determined at this time.

(For reviewer only)
(1-3 points)

---

10) CONSTRUCTION MATERIALS:

a) List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?

To be determined.

b) Identify any unique construction materials that may significantly alter the project costs.

To be determined.

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4B
ENVIRONMENTAL EDUCATION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN ENVIRONMENTAL EDUCATION PROJECT

---

7) THOROUGHNESS:

a) Who is the primary target audience or user group for the project and how were they identified?

Not Applicable.

b) How have the needs of the target audience been evaluated and met?

Not Applicable.

c) How many people will the program serve on an annual basis? What will be the measurable results?

Not Applicable.

(For reviewer only)
(1-5 points)

8) DELIVERABLES:

a) Describe the materials and project deliverables to be produced by this project.

Not Applicable.

b) Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.

Not Applicable.

(For reviewer only)
(1-2 points)

---

9) EXPERIENCE & QUALIFICATIONS:

a) Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.

Not Applicable.

b) What previous projects of this nature have been completed by the program manager?

Not Applicable.

(For reviewer only)
(1-2 points)

---

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

Not Applicable.

b) What is the expected duration/frequency of this program?

Not Applicable.

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4C
LAW ENFORCEMENT & BOATING SAFETY PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW ENFORCEMENT OR BOATING SAFETY PROJECT

---

7) VIABILITY:

c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.

Not Applicable.

d) How does the project provide significant benefits or enhancements to the District's Waterways?

Not Applicable.

(For reviewer only)
(1-3 points)

---

8) EXPERIENCE & QUALIFICATIONS:

a) List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

Not Applicable.

b) Have the personnel participated in or received state marine law enforcement training?

Not Applicable.

(For reviewer only)
(1-2 points)

---

9) DELIVERABLES:

a) Describe the anticipated, long-term measurable results of implementing this project.

Not Applicable.

b) What is the range or area of coverage for this project? Please provide a map of the coverage area.

Not Applicable.

c) Does the project fulfill a particular community need?

Not Applicable.

For reviewer only)
(1-4 points)

---

10) EDUCATION:

a) What are the educational benefits (if any) of this proposed project?

Not Applicable.

b) How does the project or program provide effective public boating education or expand boater safety?

Not Applicable.

(For reviewer only)
(1 -3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4D
INLET MANAGEMENT and PUBLIC NAVIGATION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET MANAGEMENT or PUBLIC NAVIGATION PROJECT

---

7) WATERWAY RELATIONSHIP:

a) How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?

Not Applicable.

b) Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

Not Applicable.

c) Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?

Not Applicable.

(For reviewer only)
(1-5 points)

---

8) PUBLIC ACCESS:

a) Will the project enhance public access to or from the waterways? Describe in brief detail.

Not Applicable.

b) List the upstream publicly accessessible facilities with improved access as a result of this project.

Not Applicable.

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

a) Are there additional economic benefits to be realized by implementing this project?

Not Applicable.

b) Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.

Not Applicable.

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

Not Applicable.

b) Explain the funding mechanism for the long-term maintenance of the project.

Not Applicable.

c) Describe the long-range dredge material management plans.

Not Applicable.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4E
BEACH RENOURISHMENT PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A BEACH RENOURISHMENT PROJECT

---

7) WATERWAY RELATIONSHIP:

a) Describe how the District and other navigation interests will benefit from the implementation of this project.

Not Applicable.

(For reviewer only)
(1 -4 points)

8) VIABILITY:

a) Is the project site defined as critically eroded area by a statewide beach management plan?

Not Applicable.

b) Cite the quantifiable rate of erosion in this area.

Not Applicable.

c) Is the project an important component of an overall beach management effort?

Not Applicable.

(For reviewer only)
(1 -4 points)

---

9) PUBLIC BENEFITS:

a) Are there quantifiable public benefits demonstrated by the project?

Not Applicable.

b) Is there adequate public access to the project area? Please describe location and amount.

Not Applicable.

(For reviewer only)
(1-2 points)

---

10) PROJECT FUNDING:

a) Describe any assistance funding from other sources.

Not Applicable.

b) Clarify the availability of long-term funding for this project.

Not Applicable.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4F
EMERGENCY RE-CONSTRUCTION

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

---

11 (Extra) STORM DAMAGE EVALUATION:

a) List the State emergency declaration order or proclamation.

Not Applicable.

b) Is this project a previously funded FIND grant project?

Not Applicable.

c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.

Not Applicable.

(For reviewer only)
(0-3 points)

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2017

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Lee Wenner Park T-Dock and Day Slips
Applicant:	City of Cocoa

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost** **(Number and/or Footage etc.)**	**Applicant's Cost**	**FIND Cost**
T-dock extension construction	250 feet - $400,000	$200,00	$200,000
Additional day slip construction	approx. 4 docks -$50,000	$25,000	$25,000

****TOTALS =**	**$** 450,000	**$** 225,000	**$** 225,000

ATTACHMENT E-6
WATERWAYS ASSISTANCE PROGRAM 2017

PROJECT TIMELINE

Project Title:	Lee Wenner Park T-Dock and Day Slips
Applicant:	City of Cocoa

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st

(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

October 2017	Prepare Construction Bid
October 2017	Submit permit applications to State and Federal Agencies
November 2017	Advertise Bid on DemandStar
January 2018	Select Contractor
May 2018	Secure Permits
June 2018	Begin Construction
December 2018	Complete Construction

ATTACHMENT E-7

RESOLUTION FOR ASSISTANCE 2017
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE _____ is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title_____

Total Estimated Cost $ _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)

make application to the Florida Inland Navigation District in the amount of _____% of the actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____ _____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the _____ at a legal meeting held on this _____day of _____ 20____.

_____ _____
Attest Signature

_____ _____
Title Title

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2017
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE *(City or County)* ATTORNEY
(Address)

_____, 20_____

TO WHOM IT MAY CONCERN:

I, _____, am the Attorney for the *(City or County*), Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the *(City or County)* dated _____ conveying _____*(type of interest, ie. Fee simple, easement, 25 year lease, etc.)* in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the *(City or County)*. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "*(Name of Property as Referenced in the WAP application)*".

I certify that the *(City or County)* does in fact _____(own, lease, etc.) this property for _____ years.

Very truly yours,

(Name)
(City or County) Attorney

Legislation Details (With Text)

File #:	17-48	**Version:**	1	**Name:**	Administrative Appeals Ord 1st reading
Type:	Ordinance			**Status:**	Public Hearing
File created:	1/11/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Ordinance No. 03-2017/ 1st Reading: Amending Appendix A, Zoning, Related To The Administrative Appeal Process For Adverse Decisions of Administrative Officials and Providing Amendments Related To Administrative Verification Of Nonconforming Uses. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 03-2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2017
Agenda Date: February 28, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance 03-2017, amending Appendix A, Zoning, Related To The Administrative Appeal Process For Adverse Decisions of Administrative Official and Providing Amendments Related To Administrative Verification Of Nonconforming Uses.

BACKGROUND:

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The City is initiating amendments to Appendix A, Zoning of the City Code in order to update and broaden the administrative appeal process for adverse decisions of administrative officials. The

amendments are to the following code sections (more specifically described in the attached proposed Ordinance No. 03-2017), and it should be noted that many of the amendments are housekeeping items such as changing references from building official to community services director:

- Article X. - Nonconformities, Section11. - Zoning verification letters
  Amends references from certificate of nonconforming use to zoning verification letter and adds new language regarding the zoning verification letter.

- Article XI. - Schedule of District Regulations, Section 8. - District and intent-RM-4, Single-Family Mobile Home Cooperative.
  Amends the type of material that can be used to skirt a mobile home.

- Article XIII. - Supplementary District Regulations, Section 16. - Swimming pools; Section 22. - Landscaping requirements; Section 25. - Housing bonus.
  Provides definition for enforcement official.

- Article XVII. Board of Adjustment: Power and Duties, Section 1. - Administrative review; Section 5. - Decisions of the board of adjustment.
  Amends the administrative appeal process to Board of Adjustment decisions.
  Amends the time period for an aggrieved party from 30 days to 10 days.

- Article XVIII. - Appeals From the Board of Adjustment, Section 1.
  Amends reference to records being transmitted to the Board of adjustment from building official to city clerk's office.

- Article XIX. Duties of Building Official, Board of Adjustment, City Council and Courts on Matters of Appeal.
  The entire article is deleted.

- Article XXIII. - Complaints Regarding Violations, Section 1. - Generally.
  Amends the reference from building official to enforcement official.
  Amends article number.

The following Articles have been renumbered only due to the deletion of Article XIX noted above:
- Article XIX. - Planning and Zoning Board
- Article XX. - Schedule of Fees, Charges and Expenses
- Article XXI. - Amendment
- Article XXII. - Provisions of Ordinances to be Minimum Requirements
- Article XXIV. - Penalties, Remedies and Miscellaneous Violations and Penalties

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:
- Future Land Use Element Objective 1.1.10 - Plan Implementation: The City shall maintain, amend and develop land development regulations that guide future growth and development, discourage the proliferation of urban sprawl and implement the goals, objectives and policies of the comprehensive plan.
- Future Land Use Policy 1.1.10.1: The City shall maintain land development regulations as required by Florida Statutes that shall be specific and detailed provisions required to implement the

comprehensive plan.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its January 11, 2017 meeting.

RECOMMENDED MOTION:

Approve the first reading of Ordinance 03-2017, amending Appendix A, Zoning, Related To The Administrative Appeal Process For Adverse Decisions of Administrative Official and Providing Amendments Related To Administrative Verification Of Nonconforming Uses.

ORDINANCE NO. 03-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE; PROVIDING AMENDMENTS RELATED TO THE ADMINISTRATIVE APPEAL PROCESS FOR ADVERSE DECISIONS OF ADMINISTRATIVE OFFICIALS; PROVIDING AMENDMENTS RELATED TO ADMINISTRATIVE VERIFICATION OF NONCONFORMING USES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa 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 desires to amend Appendix A, Zoning, of the City Code in order to update and broaden the administrative appeal process for adverse decisions of administrative officials; and

WHEREAS, the Planning and Zoning Board has reviewed these proposed amendments at a duly noticed public hearing held on January 11, 2017, and said Board has recommended approval of the amendment to the City Code; and

WHEREAS, the City Council of the City of Cocoa, 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 OF COCOA HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. Amendment to Appendix A, Zoning. Appendix A, Zoning, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from this Ordinance of text existing in Appendix A, Zoning. It is intended that the text in Appendix A Zoning, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

Appendix A - Zoning

*** * ***

*** * ***

ARTICLE X. - NONCONFORMITIES

*** * ***

Sec. 11. - Zoning verification letters ~~Certificate~~ of nonconforming use.

Upon written request of a property owner to the Community Services Department, ~~The building official~~ the community services director ~~shall~~ may issue a ~~certificate of~~ zoning verification letter confirming the existence of a legally nonconforming use of land ~~to all owners of property, the use of~~ for any use which does not conform to the provisions of the ~~use zone~~ zoning district in which the property is located. The letter issued by the Community Services Director shall be based on the applicable provisions of the City Code, including but not limited to Appendix A Zoning, Article X Nonconformities, and law, and shall be reviewed for legal sufficiency by the City Attorney.

(A) If a letter is issued in ~~In~~ accordance with the provisions of this section, no use of land, buildings or structures shall be made other than that specified on the letter ~~certificate of nonconforming use~~, unless said use shall be in conformity with the provisions of the ~~use zone~~ zoning district in which the property is located.

(B) A copy of each letter ~~certificate~~ of nonconforming use shall be filed with the office of the city clerk. No permit or local business tax receipt shall be issued to any property for which a zoning verification letter of nonconforming use has been issued unless said permit or license has been approved by the ~~building official~~ City.

(C) The issuance of a letter under this section shall be for the benefit of the property owner only, and shall not be construed or interpreted to exempt the subject property from the provisions of the City Code or other applicable law. The intent of a letter is to memorialize, for the benefit of the property owner, the existence of a legally non-conforming use as of the date the letter was issued by the community services director and shall not be relied upon by the property owner if laws, facts or circumstances change after the date the letter has issued.

(D) The City reserves the right, upon receipt of a written request or on the City's own initiative, to update and/or rescind any letter issued under this section if laws, facts or circumstances change after the date the letter is issued.

* * *

ARTICLE XI. - SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 8. - District and intent—RM-4, Single-Family Mobile Home Cooperative.

* * *

(E) LAND USE REGULATIONS.

* * *

(14) *Mobile home foundation and anchorage*—All mobile homes shall be located on a masonry foundation and securely anchored and tied down according to the requirements of the Mobile Home Manufacturer's Association. Each unit shall be skirted with ~~masonry construction~~ masonry, metal or plastic screening from the ground to the first floor and approved by the building official ~~inspector~~. An access panel shall be provided.

* * *

* * *

ARTICLE XIII. - SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 16. - Swimming pools.

Swimming pools shall not be considered as an accessory use but shall conform to the requirements of an accessory structure, if not otherwise exempted. All such pools shall be installed to city requirements and a city permit shall be required and approved by the building ~~inspector~~ official prior to construction or installation. Commercial swimming pools are prohibited in residential districts. Swimming pools may be built adjacent to or within the principal structure if it is determined through analysis by a certified engineer that such construction shall not be harmful to the principal structure.

* * *

Sec. 22. - Landscaping requirements.

* * *

(B) DEFINITIONS. [For the purpose of this section, certain words or terms used herein shall be interpreted as follows:]

* * *

(5) *Enforcement official:* The ~~building official~~ community services director, or his or her assigned designee.

* * *

Sec. 25. - Housing bonus.

* * *

(D) PROCEDURE FOR ISSUANCE OF HOUSING BONUS.

* * *

(2) *Permit:* Upon satisfaction of these conditions in accordance with the requirements of this section, the ~~building official~~ community services director shall approve the application for the housing bonus, and in the event that the permit application is otherwise complete and in accordance with applicable laws and requirements, the building official shall issue a building permit. In the event the applicant seeks to apply the bonus to a concurrent benefitted development in the Central Business District, the ~~building official~~ community services director shall apply such bonus and the building official shall approve an application for a building permit for the benefitted construction in the Central Business District at the same time, providing such application is otherwise complete and in accordance with applicable laws and requirements.

(3) *Certificate:*

a. In the case of qualifying housing units that are not Nehemiah Units, after issuance of a building permit, the administering corporation shall locate a purchaser for the unit by one (1) of two (2) methods: (i) the administering

corporation shall advertise the availability of the housing unit for purchase by a qualifying low income household on three (3) consecutive days, including a Sunday, in a newspaper of general circulation in the City of Cocoa. A prospective purchaser shall be ~~selective~~ selected at random from the responses to such advertisement. If the first prospective purchaser shall fail to qualify as an eligible low income household, or shall otherwise be ineligible to purchase the housing unit, further applications shall be chosen at random from the responses to the advertisements until a qualifying purchaser is selected; or (ii) the administering corporation shall sell the unit to an eligible Low Income Household selected by it that has previously donated or that has agreed to donate at least five hundred (500) hours of voluntary labor to the Administering Corporation toward development of qualified affordable housing. Upon completion of the housing unit, issuance of a certificate of occupancy for the housing unit, and closing of the sale of the housing unit in accordance with the terms and conditions set forth in this section, including the grant of a right of first refusal and presentation of proof of recording of title and the right of first refusal, the ~~building official~~ community services director shall issue a certificate for the amount of housing bonus earned; or, in the case of a concurrent benefitted development within the Central Business District, the building official shall issue a certificate of occupancy for the concurrent benefitted development upon satisfaction of all other requirements.

*** * ***

*** * ***

ARTICLE XVII. BOARD OF ADJUSTMENT: POWER AND DUTIES

The Board of Adjustment shall have the following powers and duties:

Sec. 1. - Administrative review.

To hear and decide appeals where it is alleged there is error in any ~~order, requirement, decision, or determination, or~~ final administrative decision regarding the enforcement or interpretation ~~made by the building official in the enforcement~~ of this ordinance and the sign ordinance, unless otherwise expressly provided for by the City Code.

(A) HEARINGS; APPEALS; NOTICE. ~~Appeals to the board of adjustment may be taken by any person aggrieved or by any officer, or bureau of the governing body of the city affected by any decision of the building official in the interpretation of any portion of these regulations.~~ Appeals to the board of adjustment may be made by any applicant or party aggrieved by a decision of an administrative official in the interpretation of any portion of these regulations. Such appeals shall be ~~taken~~ made within thirty (30) days ~~as to any decision made by the building official under section 9-2 of this Code or within a reasonable time not to exceed sixty (60) days~~ of the date of said decision, or such lesser period as may be provided by the rules of the board of adjustment as to any other decision of the ~~building~~ administrative official. Such appeal shall be ~~taken~~ made by filing with the city clerk's office ~~building official and, with the board of adjustment~~, a written notice of appeal stating the name of the decision-making administrative official, the date of the decision, all applicable code provisions and the specific grounds for appeal ~~specifying the grounds therefore~~. The ~~building administrative official~~ city clerk's office shall

forthwith transmit to the board of adjustment, all papers constituting the record upon which the action appealed from was taken. The board of adjustment shall fix a reasonable time for hearing of the appeal, give public notice thereof at least fifteen (15) days in advance of public hearing, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or attorney.

(B) The board of adjustment shall be required to review all administrative appeals and prepare written findings constituting its final decision on the administrative appeal based on the criteria set forth in this section.

(C) Review of administrative decisions shall be based on the following criteria:

(1) Whether the applicant was properly afforded procedural due process;

(2) Whether the decision under review is supported by competent, substantial evidence; and

(3) Whether the decision under review complied with applicable law, including a proper interpretation of any provision under this chapter.

(~~B~~)(D) STAY OF PROCEEDING. An appeal stays all proceedings in furtherance of the action appealed from, unless the ~~building~~ administrative official from whom the appeal is taken certifies to the board of adjustment, after the administrative official is informed by the city clerk's office of the notice of appeal ~~is~~ filed ~~with him~~, that by reason of facts stated in the certificate, a stay would, in his or her opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the board of adjustment or by a court of record on application, on notice to the administrative official charged with the enforcement of this ordinance and from whom the appeal is taken on due cause shown.

(~~C~~)(E) COURTESY NOTICE. A courtesy notice may be mailed to the property owners of record within a radius of five hundred (500) feet; provided, however, that failure to mail or receive such courtesy notice shall not affect any action or proceedings taken hereunder. Appellant shall be solely responsible for all costs incurred for notification under this subparagraph.

* * *

Sec. 5. - Decisions of the board of adjustment.

In exercising any of the above listed powers, the board of adjustment may, so long as the action is in conformity with the terms of this ordinance, reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as should be made, and to that end shall have all of the powers of the ~~building inspector [official]~~ administrative official from whom the appeal was taken.

The concurring vote of four (4) members of the board of adjustment shall be necessary to reverse any order, requirement, decision or determination of an administrative official ~~the building inspector [official]~~.

****

~~Sec. 7. - Unsafe buildings.~~

~~To hear, consider, and decide dangerous and unsafe building petitions by the building official pursuant to section 9-2 of the Cocoa Code, or any similar Code section.~~

*** * ***

*** * ***

ARTICLE XVIII. - APPEALS FROM THE BOARD OF ADJUSTMENT

Sec. 1. - Authority; appeals; limitations on rehearings by board.

(a) *APPEALS FROM BOARD OF ADJUSTMENT.*

****

(3) The city council's consideration of the final decision being appealed shall be de novo regarding the issues presented in the notice of appeal. The city council shall hear and consider the evidence and testimony of any interested party and shall either affirm or reverse, wholly or in part, the decision of the board of adjustment. However, with respect to administrative appeals under Appendix A- Zoning, Article XVII, Section 1 the city council's de novo review shall be of the record transmitted to the board of adjustment by the ~~building official~~ city clerk's office, and any new material, documents or testimony that may have bearing on the decision. A concurring majority vote of the city council shall be required for any decision made by the city council under this section.

*** * ***

*** * ***

~~ARTICLE XIX. DUTIES OF BUILDING OFFICIAL, BOARD OF ADJUSTMENT, CITY COUNCIL AND COURTS ON MATTERS OF APPEAL~~

~~Sec. 1. - Intent—Generally.~~

~~It is the intent of this ordinance that all questions of interpretation and enforcement shall be first presented to the building official, and that recourse from the decisions of the board of adjustment shall be to the courts as provided by law and particularly by Chapter 176, Florida Statutes.~~

~~Sec. 2. - Same—Duties of council.~~

~~It is further the intent of this ordinance that the duties of the city council in connection with this ordinance shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for deciding such questions shall be as stated in this section and this ordinance. Under this ordinance the city council shall have only the duties (1) of considering and adopting or rejecting proposed amendments or repeal of this ordinance, as provide by law, and (2) of establishing a schedule of fees and charges.~~

*** * ***

ARTICLE ~~XX~~ XIX. - PLANNING AND ZONING BOARD

*** * ***

ARTICLE ~~XXI~~ XX. - SCHEDULE OF FEES, CHARGES AND EXPENSES

*** * ***

ARTICLE ~~XXII~~ XXI. – AMENDMENT

*** * ***

ARTICLE ~~XXIII~~ XXII. - PROVISIONS OF ORDINANCES DECLARED TO BE MINIMUM REQUIREMENTS

*** * ***

ARTICLE ~~XXIV~~ XXIII. - COMPLAINTS REGARDING VIOLATIONS

Sec. 1. - Generally.

Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file a complaint. Such complaint shall state fully that causes and basis thereof shall be filed with the ~~building official~~ enforcement official. He shall record promptly such complaint, immediately investigate, and take action thereon as provided by this ordinance.

ARTICLE ~~XXV~~ XXIV. - PENALTIES, REMEDIES AND MISCELLANEOUS VIOLATIONS AND PENALTIES

*** * ***

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 Cocoa City Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED, by the City Council of the City of Cocoa, Florida, this ____ day of _____, 2017.

_____

Henry U. Parrish, III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	17-65	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	1/27/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Consideration of a Code Enforcement Lien Reduction request for the property located at 414 N. Fiske Boulevard, CE 15-826 & CE 16-431, current owner Federico Laracuente. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application - 414 N Fiske Blvd.pdf Exhibits.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 27, 2017
Agenda Date: February 14, 2017
Prepared By: Nancy Bunt, Deputy Community Services Director
Through: Steven P Belden, AICP, Community Services Director
Requested Action:
The owner, Federico Laracuente, is requesting a lien reduction for the property located at 414 N Fiske Blvd.

BACKGROUND:

CASE# 15-826:

The Code Enforcement Board held a public hearing on October 15, 2015, at which time the Board found the owner, Federico Laracuente, in violation of the following:

Section 6-900(b)(1)- Accumulation of Trash & Debris
Section 6-1001 (d) Weeds & Overgrowth
Section 6-1001(g)- Accessory Structure (fence)

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective November 19, 2015. The lien ran at $25.00 per day from November 17, 2015 until compliance was achieved on December 15, 2016. The lien is $9,870 and the owner, Federico Laracuente, is requesting that the lien be reduced to the cost incurred by the city.

CASE# 16-431:

The Code Enforcement Board held a public hearing on August 18, 2016, at which time the Board found the owner, Federico Laracuente, in violation of the following:

Section 6-2003 - Rental Business Certificate
Section 6-900 (b)(11) Outdoor Storage- junk, trash & debris
Section 6-1001 (d) Weeds & Overgrowth

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective September 15, 2016. The lien ran at $75.00 per day from August 28, 2016 until compliance was achieved on December 15, 2016. The lien is $8,175.00 and the owner, Federico Laracuente, is requesting that the lien be reduced to the cost incurred by the city.

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**
- When did the current owner obtain the property? **7/30/1998**
- How was the property obtained? **By Warranty Deed**
- How many (if any) previous code enforcement cases were on the property;
  Three, not including the two above.
- How many (if any) previous or current code enforcement cases on other property owned by the same owner; **Zero**
- The number of violations related to the subject lien; **Five**
- The length of time the code enforcement lien ran before the violation was brought into compliance; case **CE15-826** the lien ran for **394 days** and the total amount of the lien is **$9,870.00** and case **CE-16-431** the lien ran for **109 days** and the total amount of the lien is **$8,175.00**
- The current market value of the subject property; the current market value is **$43,240.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$ 3,000**.

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:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on January 19, 2017, recommended that the lien be reduced to $3,000.

RECOMMENDED MOTION:

Follow the recommendation of the Code Enforcement Board to reduce the lien to $3,000.

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
January 19, 2017

LIEN REDUCTION OR FORGIVENESS REQUEST FOR
CASE CE 15-826 & 16-431
414 N Fiske Blvd

1. The Code Enforcement Board held a public hearing on **October 15, 2015 for CE 15-826**, at which time the Board found the owner, **Federico Laracuente**, in violation of the following:

   Section 6-900(b)(1)- Accumulation of Trash & Debris
   Section 6-1001 (d) Weeds & Overgrowth
   Section 6-1001(g)- Accessory Structure (fence)

   The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **November 19, 2015**. The lien ran at **$25.00** per day from **November 17, 2015** until compliance was achieved on **December 15, 2016.** The lien is **$9,870.**

2. The Code Enforcement Board held a public hearing on **August 18, 2016 for CE 16-431**, at which time the Board found the owner, **Federico Laracuente**, in violation of the following:

   Section 6-2003 – Rental Business Certificate
   Section 6-900 (b)(11) Outdoor Storage- junk, trash & debris
   Section 6-1001 (d) Weeds & Overgrowth

   The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **September 15, 2016**. The lien ran at **$75.00** per day from **August 28, 2016** until compliance was achieved on **December 15, 2016**. The lien is **$8,175.00**, the current owner, **Federico Laracuente**, is requesting that the liens be reduced to the cost incurred by the city.

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**
- When did the current owner obtain the property? **7/30/1998**
- How was the property obtained? **By Warranty Deed**
- How many (if any) previous code enforcement cases were on the property;
  Three, not including the two above.
- How many (if any) previous or current code enforcement cases on other property owned by the same owner; **Zero**
- The number of violations related to the subject lien;
  Five

- The length of time the code enforcement lien ran before the violation was brought into compliance; case CE15-826 the lien ran for **394 days** and the total amount of the lien is **$9,870.00** and case CE-16-431 the lien ran for **109 days** and the total amount of the lien is **$8,175.00**

- The current market value of the subject property; the current market value is **$43,240.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to $ 3,000.

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.

NOTARIZE
TO RACHEL

Application # CE - 15 - 826

LIEN REDUCTION APPLICATION

Community Services Department
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web:http://www.cocoafl.org

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

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** DECEMBER 30/2014

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Federico Laracuente

Mailing Address: 62 Bates Rd

City: Taft State: TN Zip Code: 38488

Phone #: 931 652-3148 Fax #: _____

Mobile #: 931-675-3989 E-mail: loveandfaith3@gmail.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: FEDERICO LARACUENTE

Mailing Address: 62 BATES ROAD

City: TAFT State: TN Zip Code: 38488

Phone #: 931 652 3148 Fax #: _____

Mobile #: 931 675 3989 E-mail: loveandfaith3@gmail.com

CE-15-826

4. **Information for property on which lien occurs:**

Street Address and Location: 414 N FISKE BLVD, COCOA, FL 32922

Parcel ID: (RACHEL)

24-36-29-75-A[ ][ ][ ][ ].[8]-6[ ][ ][ ].[ ][ ]

Tax Account Number:

[ ][ ][ ][ ][ ][ ][ ]

Existing Use(s) on Property: RESIDENTIAL

Proposed Use(s) on Property: SAME

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? _____

Nature of Violation(s): _____

Date Fine or Lien Imposed: _____ 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: _____

5. **Please provide the following information:**

Code enforcement case number: CE 15 826

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? BOARD ORDER NOT RECEIVED

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)
NOTICE OF VIOLATION NOT RECEIVED

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one)
FINDING OF FACTS NOT RECEIVED

The factual basis upon which the application for reduction of the lien should be granted:
NOTICE OF VIOLATION and/OR FINDING OF FACTS FOR THESE SUPPOSED VIOLATIONS WERE NEVER RECEIVED BY MR FEDERICO LARACUENTE. (MAILED TO WRONG ADDRESS ?)

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
PROPERTY OWNER WAS NOT AWARE THAT ANY VIOLATIONS TO CODE EXISTED. NOTICE OF VIOLATION AND/OR FINDING OF FACTS NOTICE WERE NEVER RECEIVED BY PROPERTY OWNER. DISCREPANCIES HAD BEE CORRECTED BY THE DATE OF THIS ORDER IMPOSING PENALTY.

Amount you are requesting that the lien be reduced to: ZERO OR MINIMUM

CE-15-826

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:

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.

NOTARIZE TO R Unruh

Application # CE - 16 - 431

LIEN REDUCTION APPLICATION

Community Services Department
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Rachel
Phone: (321) 433-8508
Fax: (321) 433-8543
Web:http://www.cocoafl.org

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

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** December 30 2016

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: FEDERICO LARACUENTE

Mailing Address: 62 BATES ROAD

City: TAFT State: TN Zip Code: 38488

Phone #: 931 652 3148 Fax #: _____

Mobile #: 931 675 3989 E-mail: loveandfaith3@gmail.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: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

CE-16-431

4. **Information for property on which lien occurs:**

Street Address and Location: 414 N. FISKE BLVD, COCOA, FL 32922

Parcel ID:

24-36-29-75-A□□□□.□-6□□□.□□

Tax Account Number:

2422251

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? _____

Nature of Violation(s): Weeds, Outdoors Storage, Rental Tax

Date Fine or Lien Imposed: Aug 2016 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: DECEMBER 16, 2016 per STEVE MURDICK, INSPECTOR

5. **Please provide the following information:**

Code enforcement case number: CE 16 431

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? see BELOW ↓ NOTIFICATION NOT RECEIVE

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) NO

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one) NO

The factual basis upon which the application for reduction of the lien should be granted:

Notice of VIOLATION and/or FINDING OF FACTS WERE NEVER RECEIVED BY MR. LARACUENTE. MUST HAVE BEEN MAILED TO A WRONG ADDRESS. ?

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Notice of VIOLATION WAS NOT RECEIVED, FINDING OF FACTS NOTICE WAS NOT RECEIVED. THE PROPERTY HAS NEVER BEING RENTAL PROPERTY. WEEDS DO NOT EXIST ANYMORE.

Amount you are requesting that the lien be reduced to: MINIMUM

CE-16-431

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 weeds and the things stored outside WERE EITHER NON-EXISTENT or were promptly corrected years ago. The property has NEVER BEING RENTAL. AN ENEMY REPORTED THESE CLAIMS FALSELY TO THE CITY of COCOA

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:

None

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.

CE-16-431

11. Signatures and Notarization.

STATE OF JN COUNTY OF Giles. I, Frederico Laracuente 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.

Frederico Laracuente — (APPLICANT SIGNATURE)

MARY Prier — (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced DL

MARY E. PRIER STATE OF TENNESSEE NOTARY PUBLIC GILES COUNTY

Mary Prier — (NOTARY PUBLIC SIGNATURE)

JN
STATE OF ~~FLORIDA~~, COUNTY OF ~~BREVARD~~ GILES

Sworn and subscribed to before me this ____ day of Jan., 20 17

My commission expires 1-26-2020

10/12/2015 09:40

07/06/2016

Legislation Details (With Text)

File #:	17-98	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	2/15/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Approve the Cancellation of the following City Council meetings: July 11, 2017 and December 26, 2017 due to the holiday seasons. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 17, 2017
Agenda Date: February 28, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the Cancellation of the following City Council meetings: July 11, 2017 and December 26, 2017 due to the holiday seasons

BACKGROUND:

It is the tradition of the City Council to cancel the second City Council meeting in December due to the holidays and due to the great numbers of citizens, employees, and Council members spending time with their families locally or out of town. The second meeting of December this year falls on Tuesday, December 26, 2017.

Additionally, Deputy Mayor Boisvert has requested that this year, the first meeting of July be cancelled due to the July 4th holiday. The first meeting of July falls on Tuesday, July 11, 2017. This would allow for staff and those Council members who are traveling or who are simply staying at home on vacation, to be able to enjoy the holiday and time off without worry.

In the past few years, the second meeting of November has been cancelled due to the meeting falling during the week of Thanksgiving. This year, the second meeting of November falls the week after Thanksgiving, so it is not being requested that this meeting be cancelled this year.

Please be advised that a special meeting can be called if the need arises during either of these times.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council has traditionally approved the Cancellation of the second meeting of December, and more recently, the second meeting of November, due to the holidays.

RECOMMENDED MOTION:

Approve the Cancellation of the following City Council meetings: July 11, 2017 and December 26, 2017 due to the holiday seasons

powered by Legistar™

Legislation Details (With Text)

File #:	17-73	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	2/1/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Pursuant to Section 22-88 of the City Code, adopt Resolution No. 2017-18 memorializing the establishment of the Diamond Square Community Redevelopment Area Stormwater Facility Benefit Area (Emma Jewel subarea) and adopting procedures and standards and a capacity charge for the use of the Stormwater Facility by commercially developed or redeveloped properties within the benefit area. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017-18 Diamond Square (Emma Jewel) Stormwater Facility Capacity Charge Resolution				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 16, 2017
Agenda Date: February 28, 2017
Prepared By: Laura Rankin, Stormwater Engineer
Through: Ed Wegerif, P.E., Public Works Director
Requested Action:
Pursuant to Section 22-88 of the City Code, adopt Resolution No. 2017-18 memorializing the establishment of the Diamond Square Community Redevelopment Area Stormwater Facility Benefit Area (Emma Jewel subarea) and adopting procedures and standards and a capacity charge for the use of the Stormwater Facility by commercially developed or redeveloped properties within the benefit area.

BACKGROUND:

In accordance with Section 22-88 of the City Code, Public Works Stormwater staff and the City Attorney have been working to acquire, design, permit, and construct a Stormwater Treatment Facility to enhance the ability to redevelop properties in the Diamond Square Redevelopment Area. Based on the City Council's prior authorization, the Property for the Stormwater Facility has been acquired from the State of Florida, and construction is now underway in conjunction with the WaWa development project along SR 520. Properties south of SR 520 between Fiske Blvd. and Blake Avenue will be served by this system and will be required to use the system in lieu of any on-site stormwater systems. The benefitted properties will not be required to have on-site stormwater treatment systems because stormwater will be handled by the Stormwater Facility.

All properties within the Benefit Area will be connected to the system once it is completed. Owners of

non-residential properties will be required to pay a one-time capacity charge to connect their property to the Stormwater Facility at such time the property is developed or redeveloped. The actual capacity charge will be based on the percentage of the Stormwater Facility capacity which will be allocated to the development or redevelopment project using the future maximum impervious area on the development property at buildout. Section 22-88 of the City Code requires the City Council to approve the capacity charge by development agreement with the property owner. The City Council previously authorized the City Manager to finalize and execute a development agreement with the developer of the WaWa project. That development agreement has been executed and under the terms and conditions of said agreement, the developer is currently constructing the Stormwater Facility on behalf of the City in conjunction with the WaWa development in order to coordinate and streamline the construction of the Stormwater Facility and the WaWa development project in an efficient manner.

The properties using the Stormwater Facility will be required to continue to pay any existing or future applicable stormwater fee or assessment adopted by the City Council for the maintenance of the Stormwater Facility or the City's stormwater system.

Staff is requesting council approve a resolution memorializing the establishment of the Diamond Square Community Redevelopment Area Stormwater Facility Benefit Area (Emma Jewel subarea) and adopting procedures and standards and a capacity charge for the use of the Stormwater Facility by commercially developed or redeveloped properties within the benefit area.

STRATEGIC PLAN CONNECTION:

The Emma Jewel stormwater project proposed will encourage redevelopment and revenue generation in an economically depressed area within the Diamond Square Redevelopment Area by providing off-site stormwater management. Additionally, this project will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination permit.

BUDGETARY IMPACT:

There will be no direct budgetary impacts for Fiscal Year2017 associated with this resolution. As properties connect to the system and connection charges are assessed, the Stormwater Utility shall be credited with appropriate revenues.

Budgeted N/A

PREVIOUS ACTION:

City Council has previously approved purchase of property and entering into a Developer Agreement for the construction of this project.

RECOMMENDED MOTION:

Pursuant to Section 22-88 of the City Code, adopt Resolution No. 2017-18 memorializing the establishment of the Diamond Square Community Redevelopment Area Stormwater Facility Benefit Area (Emma Jewel subarea) and adopting procedures and standards and a capacity charge for the

use of the Stormwater Facility by commercially developed or redeveloped properties within the benefit area.

RESOLUTION NO. 2017-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, MEMORIALIZING THE ESTABLISHMENT OF THE REGIONAL STORMWATER MANAGEMENT FACILITY FOR THE EMMA JEWEL DIAMOND SQUARE COMMUNITY REDEVELOPMENT AREA PURSUANT TO SECTION 22-88 OF THE CITY CODE; REQUIRING FUTURE COMMERCIAL DEVELOPMENT OR REDEVELOPMENT OF REAL PROPERTY WITHIN THE AREA TO UTILIZE THE REGIONAL STORMWATER MANAGEMENT FACILITY AND TO PAY A ONE-TIME CAPITAL CONTRIBUTION BASED UPON THAT PERCENTAGE OF THE REGIONAL STORMWATER MANAGEMENT FACILITY CAPACITY ALLOCATED TO THE COMMERCIAL DEVELOPMENT BY DEVELOPMENT AGREEMENT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 22-88 OF THE CITY CODE; ADOPTING PROCEDURES AND STANDARDS FOR THE USE OF THE REGIONAL STORMWATER MANAGEMENT FACILITY; REQUIRING A CAPACITY CHARGE FOR THE USE OF THE STORMWATER FACILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, this Resolution is adopted pursuant to Section 22-88 of the City Code and under the general powers vested in the City to permit, construct, operate and maintain stormwater management systems under sections 403.0891 and 403.0893, Florida Statutes, and other applicable laws; and

WHEREAS, on October 30, 2016, the City received St. Johns River Water Management District permit approval for the construction of a new regional stormwater facility located on real property located within the Diamond Square Redevelopment Area. Said permit is attached hereto as **EXHIBIT "A"** ("Permit"); and

WHEREAS, Notice of Agency Action Taken by the St. Johns River Water Management District was published in a newspaper of general circulation on November 4, 2016. A copy of said Notice is attached hereto as **EXHIBIT "B"** ("Notice"); and

WHEREAS, subsequent to the publication of the Notice, no petition for an administrative hearing was filed within the requisite time period challenging the issuance of the Permit and the Permit is deemed a final agency action; and

WHEREAS, the City acquired real property from the State of Florida to construct the Stormwater Facility. A copy of the Deed from the State of Florida is attached hereto

as **EXHIBIT "C"** ("Facility Property"); and

WHEREAS, a survey prepared by Kugelmann Land Surveying, Inc., dated April 10, 2016, setting forth the legal description and sketch of the Facility Property is attached hereto as **EXHIBIT "D"**; and

WHEREAS, the City is currently in the process of commencing construction of the Stormwater Facility in accordance with an Agreement between the City and 520 & Fiske, LLC, dated January 12, 2017 ("Construction Agreement"). A copy of the Construction Agreement is on file with the City Clerk's Office; and

WHEREAS, the Stormwater Facility is intended to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities for the benefit of the City and certain surrounding real properties located within the Diamond Square Redevelopment Area; and

WHEREAS, the City intends to construct the Stormwater Facility, in part, for purposes of promoting economic development and redevelopment activities that are approved by the City within the Diamond Square Redevelopment Area; and

WHEREAS, in furtherance of these activities approved by the City and pursuant to Section 22-88 of the City Code, the City will require certain private commercially developed or redeveloped properties surrounding the Stormwater Facility to utilize a portion of the stormwater retention capacity of the Stormwater Facility under terms and conditions established by the City pursuant the requirements set forth in Section 22-88 of the City Code and supplemented by this Resolution; and

WHEREAS, commercially developed properties required to utilize the Stormwater Facility hereunder shall not be required to construct on-site stormwater facilities and will receive a significant benefit from not having to acquire or utilize on-site property to construct stormwater facilities; and

WHEREAS, the City Council hereby finds that the real property required to utilize the Stormwater Facility will receive a special benefit from the use of the Stormwater Facility and long term maintenance of said facility by the City; and

WHEREAS, the City Council further finds that this Resolution is in the best interests of the public health, safety and welfare of the City and its citizens, residents, and businesses.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

SECTION 2. Stormwater Benefit Area. The area benefited by the Stormwater Facility is depicted on the area map attached hereto as **EXHIBIT "E."** ("Benefitted Area").

SECTION 3. Mandatory Use. Pursuant to Section 22-88 of the City Code, all commercial properties developed or redeveloped within the Benefitted Area shall be required to utilize the Stormwater Facility. The existing residential properties (SA-6 through SA-12) within the Benefitted Area shall not be required to utilize the Stormwater Facility due to the fact that they do not require additional stormwater treatment. The Emma Jewel may utilize the Stormwater Facility, but are not required to make an additional capacity charge payment due to the fact that they contributed their leasehold interest in the Facility Property, by voluntarily terminating the leasehold, so that the property could be acquired by the City from the State of Florida and utilized for public stormwater purposes.

SECTION4. Standards and Procedures. The following general standards and procedures shall apply:

a. All commercially developed or redeveloped properties within the Benefitted Area shall submit appropriate engineering plans connecting the subject property under development or redevelopment to the Stormwater Facility. Said plans shall be submitted in conjunction with, and in the normal course of, the City's site plan review process.

b. All stormwater connections to the Stormwater Facility shall be engineered in accordance with applicable laws and industry standards and shall be required to be approved by the Public Works Director or his or her designee during the site plan review process.

c. All stormwater connections and use shall be consistent and in compliance with the Permit.

d. All stormwater connections and use shall be authorized by development agreement between the subject property owner and the City, as approved by the City Council in accordance with the requirement set forth in Section 22-88 of the City Code.

e. All connections shall be subject to payment of a proportionate share, capacity charge as set forth in Section 5 of this Resolution.

f. As a condition of final site plan and development agreement approval, the City will impose a written stormwater land use covenant upon the development property which will memorialize the property owner's required use of the Stormwater Facility pursuant to the terms and conditions of the approved development agreement. Said covenant shall be in a form approved by the City Attorney and will be fully executed by the City and property owner and recorded against the development property in the Official Records of Brevard County, Florida. The covenant shall mandate the property owner's use of the Stormwater Facility and remain a binding obligation on the subject real property and shall run with the land. The City shall have the right to enforce said covenant against the owner or any tenant of the subject property.

g. Use of the Stormwater Facility shall be governed by the City's stormwater ordinances, rules and regulations, and subject to applicable fees and assessments that may be adopted by the City Council.

SECTION 5. Capacity Charge. Commercially developed or redeveloped properties within the Benefitted Area shall, as a condition of development permit approval and use of the Stormwater Facility, pay a capacity charge calculated by the Public Works Director and approved by the City Council by development agreement. The capacity charge shall be calculated based on the following terms and conditions:

a. The capacity charge shall be based on the percentage of the Stormwater Facility capacity which is to be allocated to the development or redevelopment project in percentage terms multiplied by the total funds expended by the City to acquire, design, permit, construct and complete the Stormwater Facility.

b. Upon the effective date of this Resolution, the estimated total funds expended by the City is $834,770.00. However, this amount may be adjusted by the Public Works Director based on the final actual construction cost of the Stormwater Facility, which shall be determined by the City in accordance with the Construction Agreement. The final actual construction cost shall be certified by the Public Works Director, in writing, and available for public inspection and/or copying.

c. The development or redevelopment project's utilization percentage shall be based on a future maximum impervious area on the project property at buildout. An example of the methodology that will be used for the Stormwater Facility and Benefitted Area is attached hereto as **EXHIBIT "F"** and said Exhibit shall be used a guideline for determining the amount of the capacity charge required by Section 22-88 of the City Code and this Resolution.

d. The capacity charge shall be a one-time contribution to off-set the subject property's proportionate share of the final, actual total funds expended by the City to acquire, design, permit, construct and complete the Stormwater Facility.

SECTION 6. Prior Inconsistent Resolutions. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 7. Severability. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon 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 28th day of February, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk, CMC

EXHIBIT
tabbies
A

St. Johns River
Water Management District
Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

October 27, 2016

Everett J. Wegerif
City of Cocoa
155 N Wilson Ave
Cocoa, FL 32922-7259

SUBJECT: General Permit Number: 147672-1

Dear Mr. Wegerif:

The District has received your notice to use a general permit. Based on the submitted information, the proposed activity qualifies for a General Environmental Resource Permit pursuant to section 62-330.450, Florida Administrative Code, provided it is constructed and operated in accordance with that general permit and the general and special conditions set forth in section 62-330.450, Florida Administrative Code (attached).

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has determined your project qualifies for this general permit. Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the use of the general permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the use of the permit. To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.11 of the *Florida Statutes*. If you do not publish a newspaper notice to close the point of entry, the time to challenge your use of the permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

GOVERNING BOARD

John A. Miklos, CHAIRMAN ORLANDO
Fred N. Roberts Jr., VICE CHAIRMAN OCALA
Chuck Drake, SECRETARY ORLANDO
Carla Yetter, TREASURER FERNANDINA BEACH
Douglas C. Bournique VERO BEACH
John P. Browning, Jr. EAST PALATKA
Douglas Burnett ST. AUGUSTINE
Maryam H. Ghyabi ORMOND BEACH
Ron Howse COCOA

A copy of your application was transmitted to the U.S. Army Corps of Engineers for review. This authorization to use a general environmental resource permit does not obviate the need for obtaining all necessary permits or approval from other agencies.

Sincerely,

M. Daniels

Margaret Daniels, Office Director
Office of Business and Administrative Services

Enclosures: Notice of Rights
List of Newspapers for Publication

cc: District Permit File
Engineering Consultant: Mr. Thomas M Vill
Infrastructure Solution Services, LLC
7827 N Wickham Rd Ste D
Melbourne, FL 32940-8289

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
GENERAL ENVIRONMENTAL RESOURCE PERMIT

PERMIT NO: 147672-1 **DATE ISSUED:** October 27, 2016
PROJECT NAME: Emma Jewel/Diamond Square CRA Conceptual Plan

A PERMIT AUTHORIZING:
Use of the General Permit for construction, alteration and operation of Urban Infil and redevelopment activities *for* Emma Jewel Diamond Square CRA Conceptual Plan to be constructed as per plans received by the District on October 3, 2016, and amended by plan and figure received by the District on October 25, 2016.

LOCATION:
Section(s): 32 Township(s): 24S Range(s): 36E
Brevard County

Receiving Water Body:

Name	Class
Lake Poinsett	III Fresh, IW

ISSUED TO:
City of Cocoa
155 N Wilson Ave
Cocoa, FL 32922-7259

The District received your notice to use a General Environmental Resource Permit pursuant to Chapter 62-330, Florida Administrative Code (F.A.C.) on October 7, 2014.

Based on the forms, design plans, and other documents submitted with your notice, it appears that the project meets the requirements for a General Environmental Resource Permit. Any activities performed under a General Environmental Resource Permit are subject to the general conditions and special conditions specified in rules 62-330.405 and, 62-330.450, F.A.C. respectively (attached). Any deviations from these conditions may subject you to enforcement action and possible penalties.

Please be advised that the General Environmental Resource Permit expires 5 years from the date on which the notice of intent to use a General Environmental Resource Permit was received by the District.

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action and possible penalties.

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Engineering and Environmental Services

By: 

John Juilianna
Regulatory Coordinator

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 147672-1
Emma Jewel/Diamond Square CRA Conceptual Plan
DATED: October 27, 2016

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

3. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.

7. This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.

9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

10. A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.

11. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during,

and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at www.dep.state.fl.us/water/wetlands/docs/erp/FLErosionSedimentManual_6_07.pdf, and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

    (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
    (b) The maximum width of the construction access area shall be limited to 15 feet;
    (c) All mats shall be removed within 72 hours after the work commences; and
    (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

15. Except where specifically authorized in a general permit, activities must not:

    (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
    (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or

16. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

17. The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

    (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
    (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
    (c) All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
    (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
    (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

21. Construction must be performed in compliance with the terms and conditions of the conceptual approval permit.

22. Within 30 days of completion of construction, the registered professional shall submit certification that construction was completed in substantial conformance with the plans and calculations that were submitted in the verified qualification to use this general permit.

23. This general permit authorizes construction of the above authorized projects within a duration of five years from verification of qualification; operation and maintenance of the authorized system shall be the responsibility of the owner and operator for the life of the project or activity.

Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

Notice of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Everett J. Wegerif
City of Cocoa
155 N Wilson Ave
Cocoa, FL 32922-7259

This 27th day of October 2016.

M. Daniels

Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 147672-1

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,

M. Daniels

Margaret Daniels, Office Director
Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA
The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BAKER
Baker County Press, Legal Advertising
P. O. Box 598
Maclenny, FL 32063
904-259-2400/ fax 904-259-6502

BRAFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

BREVARD
Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

CLAY
Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

DUVAL
Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

FLAGLER
Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

INDIAN RIVER
Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

LAKE
Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

MARION
Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

NASSAU
News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

OKEECHOBEE
Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

ORANGE
Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

OSCEOLA
Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM
Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

ST. JOHNS
St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

SEMINOLE
Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

VOLUSIA
News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA (TE)
65 STONE ST

COCOA, FL 32922

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared **Kim Curro**, who on oath says that he or she is a Legal Advertising Representative of the , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice Pubic Hearing
Florida Today
as published in in the issue(s) of:

11/04/16

Affiant further says that the said is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 4th of November 2016, by Kim Curro who is personally known to me

Ruby Royer
Notary Public for the State of Florida
My Commission expires January 30, 2018

Publication Cost: $434.53
Ad No: 0001708748
Customer No: BRE-6CI200

RUBY ROYER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF088043
Expires 1/30/2018

Ad#1708748 11/4/16

NOTICE OF AGENCY ACTION TAKEN BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on 10/27/2016 to City of Cocoa 65 Stone Street, Cocoa, FL 32922; permit#147672-1. The project is located in Brevard County, Section 32, Township 24 South, and Range 36 East. The permit authorizes a surface water management system on <20 acres for treatment of stormwater within the Diamond Square area known as Diamond Square CRA Stormwater improvements. The receiving water body is Lake Poinsett.

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District).. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

4. A petition for an administrative hearing [illegible] upon receipt of the [illegible] Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions sent by e-mail is [illegible] ministrative Code, which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

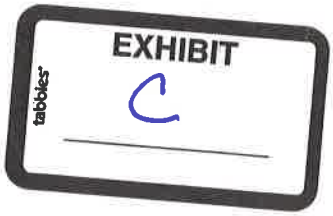
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

EXHIBIT
tabbies
B



BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

QUITCLAIM DEED

Quitclaim Deed Number 32997

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is by Section 253.03, Florida Statutes, authorized and empowered to convey certain lands under the terms and conditions set forth herein; and,

WHEREAS, said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA did approve this transfer on the 15 day of December, 2016.

NOW, THEREFORE, the undersigned BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as "GRANTOR", under authority of Section 253.03, Florida Statutes, for and in consideration of the sum of EIGHTY-FOUR THOUSAND FOUR HUNDRED NO/100 DOLLARS ($84,400.00) and other good and valuable consideration, to it in hand paid by City of Cocoa, Florida, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida, 32922, as "GRANTEE," has remised, released, conveyed and quitclaimed, and by these presents does remise, release, convey and quitclaim unto GRANTEE, its successors and assigns forever, all the right, title, interest, claim and demand which GRANTOR may have in and to the following described lands in Brevard County, Florida, to-wit:

SEE EXHIBIT "A"

SAVING AND RESERVING unto GRANTOR and its successors, pursuant to Section 270.11(1), Florida Statutes, an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an

COPY

undivided one-half interest in all the petroleum that is or may be in, on, or under the said land with the privilege to mine and develop the same.

TO HAVE AND TO HOLD the above-described lands subject to all outstanding easements, reservations and other interests.

IN TESTIMONY WHEREOF, the members of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA have hereunto subscribed their names and have caused the official seal of said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA to be hereunto affixed in the City of Tallahassee, Florida, on this 9th day of February, A.D. 2017.

(SEAL)
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

RICK SCOTT
GOVERNOR

PAMELA JO BONDI
ATTORNEY GENERAL

APPROVED AS TO FORM AND LEGALITY

JEFF ATWATER
CHIEF FINANCIAL OFFICER

By: _____
DEP Attorney

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

As and Constituting the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

This instrument prepared by:
C.J. Parks, GOCII
Department of Environmental Protection
Bureau of Real Estate Services

COPY

EXHIBIT "A"

A parcel of land lying in the Northeast ¼ of the Southeast ¼ of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, BEING the North 467.34 feet of the following described parcel:

Commence at the Northeast corner of the Southeast ¼ of Section 32, Township 24 South, Range 36 East, Brevard County, Florida; thence run South 00°03'30" West along the East line of said Section 32, a distance of 472.50 feet to a point; thence run South 89°57'10" West, a distance of 15.00 feet to a point on the West right of way line of an existing County Road, said point also being the Northeast corner of the lands described in D.B. 80, Page 234, Public Records of Brevard County, Florida, and the POINT OF BEGINNING of the following description; for a first course run South 00°03'30" West, along said right of way line, a distance of 427.59 feet to a point on the centerline of Knight Avenue, as said centerline is shown on Henry Knight's Unrecorded Subdivision; said point being the Southeast corner of said D.B. 80, Page 234; for a second course run South 89°38'20" West, along said centerline, a distance of 950.45 feet to the Southwest corner of lands described in D.B. 382, Page 120, said Public Records; for a third course run North 00°03'30" East, parallel with aforesaid West right of way of an existing County Road, and along the West line of D.B. 382, Page 120, a distance of 897.53 feet to a point on the East-West centerline of said Section 32, said point also being the Northwest corner of D.B. 382, Page 120; for a fourth course run North 89°30'30" East, along said East-West centerline of said Section 32 and along the North line of said D.B 382, Page 120, a distance of 302.49 feet to the Northeast corner of said D.B. 382, Page 120; for a fifth course run South 00°00'10" West, along the East line of lands described in said D.B 382, Page 120, a distance of 467.09 feet to the Southwest corner of Lot 1, said Henry Knight's Unrecorded Subdivision; for a sixth and final course run North 89°57'10" East, a distance of 647.50 feet to the POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM the South 25.00 feet of the East 645.00 feet of the foregoing tract.

BSM
BY SK
Date: 11.04.2016

COPY

EXHIBIT D

BOUNDARY SURVEY

EXHIBIT A
SHEET 1 OF 2
NOT VALID WITHOUT
SHEET 2 OF 2

SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST
PARENT PARCEL ID # 24-36-32-00-00772.0-0000.00
AND PARCEL ID # 24-36-32-00-00771.0-0000.00

PURPOSE: FEE SIMPLE PURCHASE

LEGAL DESCRIPTION: FEE SIMPLE PURCHASE (BY SURVEYOR):

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING THE NORTH 467.34 FEET OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE N.E. CORNER OF S.E 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA: THENCE RUN S.0°03'30"W., ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 472.50 FEET TO A POINT; THENCE RUN S.89°57'10"W., A DISTANCE OF 15.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF AN EXISTING COUNTY ROAD, SAID POINT ALSO BEING THE N.E. CORNER OF THE LANDS DESCRIBED IN D.B. 80, PAGE 234, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE POINT-OF-BEGINNING OF THE FOLLOWING DESCRIPTION; FOR A FIRST COURSE RUN S.0°03'30"W., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 427.59 FEET TO POINT ON THE CENTERLINE OF KNIGHT AVE. AS SAID CENTERLINE IS SHOWN ON HENRY KNIGHT'S UNRECORDED SUBDIVISION; SAID POINT BEING THE SE CORNER OF SAID D.B. 80, PAGE 234; FOR A SECOND COURSE RUN S.89°38'20"W., ALONG SAID CENTERLINE, A DISTANCE OF 950.45 FEET TO THE SW CORNER OF LANDS DESCRIBED IN D.B. 382, PAGE 120, SAID PUBLIC RECORDS: FOR A THIRD COURSE RUN N.0°03'30"E., PARALLEL WITH AFORESAID WEST RIGHT-OF-WAY LINE OF AN EXISTING COUNTY ROAD, AND ALONG THE WEST LINE OF D.B.382, PAGE 120, A DISTANCE OF 897.53 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 32, SAID POINT ALSO BEING THE NW CORNER OF D.B. 382, PAGE 120; FOR A FOURTH COURSE RUN N.89°30'30"E., ALONG SAID EAST-WEST CENTERLINE OF SAID SECTION 32 AND ALONG THE NORTH LINE OS SAID D.B. 382, PAGE 120, A DISTANCE OF 302.49 FEETTO THE NE CORNER OD SAID D.B.382, PAGE 120; FOR A FIFTH COURSE RUN S.0°00'10"W.,ALONG THE EAST LINE OF LANDS DESCRIBED IN SAID D.B. 382, PAGE 120, A DISTANCE OF 467.09 FEET TO THE S.W. CORNER OF LOT 1, SAID HENERY KNIGHT'S UNRECORDED SUBDIVISION; FOR A SIXTH AND FINAL COURSE RUN N.89°57'10"E., A DISTANCE OF 647.50 FEET TO THE POINT-OF-BEGINNING AND CONTAINING 12.62 ACRES, MORE OR LESS, LESS AND EXCEPTING THEREFROM, THE SOUTH 25.00 FEET OF THE EAST 645.00 FEET OF THE FOREGOING TRACT.

SURVEYOR'S NOTES:
1. BOUNDARY SURVEY.
2. BEARINGS DEPICTED HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST HAVING A DEED BEARING OF S00°03'30"W.
4. THIS BOUNDARY AND DESCRIPTION WAS PREPARED WITH THE BENEFIT OF THE OLD REPUBLIC TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NO. 16098274 MGM WHICH HAS AN EFFECTIVE DATE OF SEPTEMBER 14, 2017 AT 5:00PM. THE WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6953, PAGE 2339, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA DOES NOT ENCUMBER THE SUBJECT PROPERTY.
5. SURVEY DOES NOT WARRANT TITLE.
6. NO UNDERGROUND IMPROVEMENTS WERE LOCATED AT TIME OF SURVEY.
7. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT (S) SHOWN HEREON; COPIES ARE VALID ONLY WHEN SIGNED, DATED AND EMBOSSED WITH THE SURVEYOR'S SEAL.

MAP OF LEGAL DESCRIPTION PREPARED FOR AND
CERTIFIED TO: THE CITY OF COCOA, FLORIDA,
GARGANESE, WEISS & D'AGRESTA, P.A.
AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

DAVID J. KUGELMANN, PLS NO. 5117
NOT VALID UNLESS SIGNED AND SEALED

KUGELMANN LAND SURVEYING, INC.
30 NORTH TROPICAL TRAIL, SUITE B
MERRITT ISLAND, FLORIDA 32953
L.B. NO. 6575 - PHONE (321) 459-0930

DRAWN BY: DJK	CHECKED BY: DJK	DRAWING NO. 2016019	SECTION 32
DATE: 4-10-16	SHEET 1 OF 2	REVISIONS	TOWNSHIP 24 SOUTH
			RANGE 36 EAST

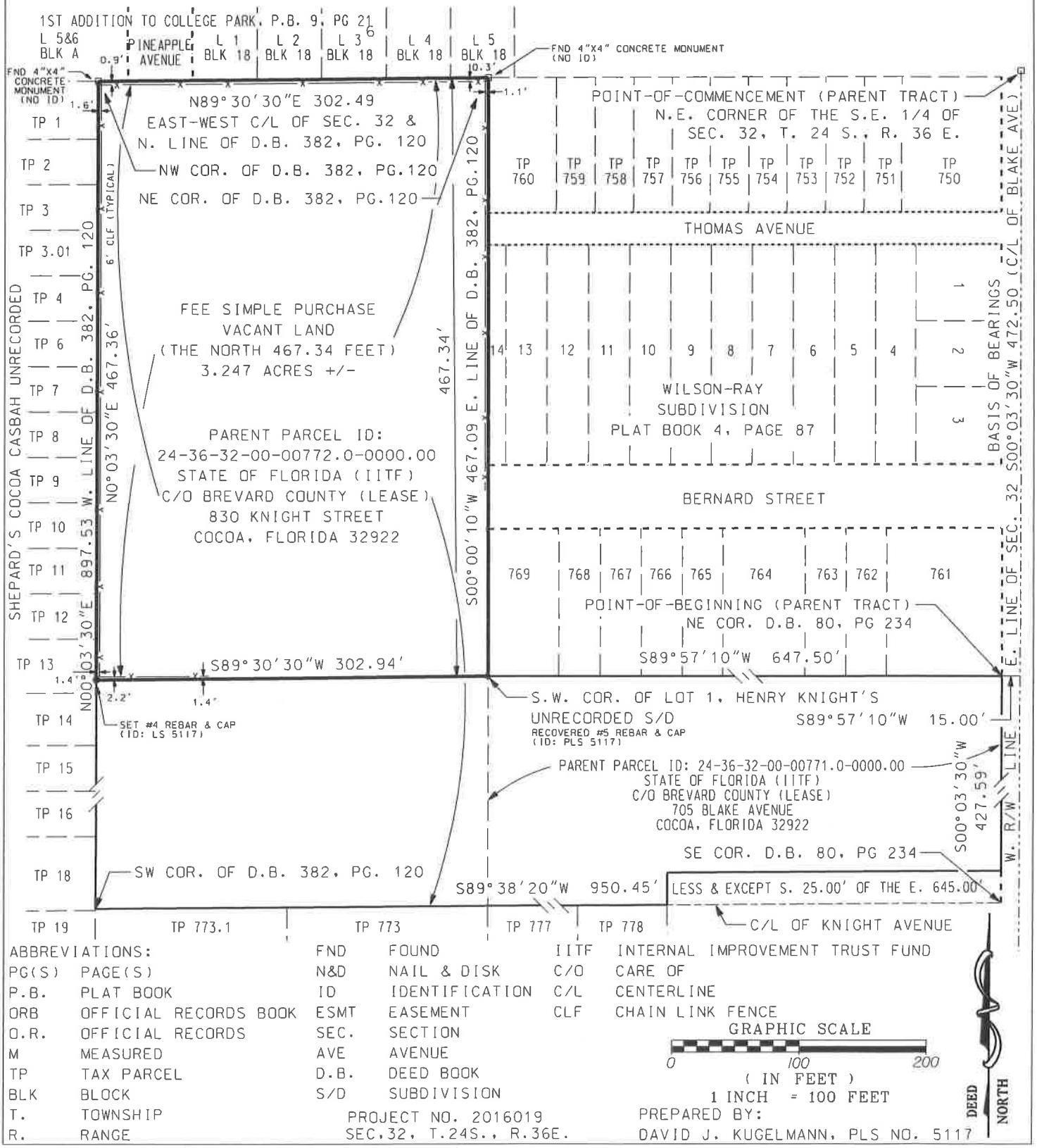
BOUNDARY SURVEY

SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST

PARENT PARCEL ID # 24-36-32-00-00772.0-0000.00
AND PARCEL ID # 24-36-32-00-00771.0-0000.00

PURPOSE: FEE SIMPLE PURCHASE

EXHIBIT A
SHEET 2 OF 2
THIS SKETCH IS NOT A SURVEY AND
IS NOT VALID WITHOUT
SHEET 1 OF 2



ABBREVIATIONS:		FND	FOUND	IITF	INTERNAL IMPROVEMENT TRUST FUND
PG(S)	PAGE(S)	N&D	NAIL & DISK	C/O	CARE OF
P.B.	PLAT BOOK	ID	IDENTIFICATION	C/L	CENTERLINE
ORB	OFFICIAL RECORDS BOOK	ESMT	EASEMENT	CLF	CHAIN LINK FENCE
O.R.	OFFICIAL RECORDS	SEC.	SECTION		
M	MEASURED	AVE	AVENUE		
TP	TAX PARCEL	D.B.	DEED BOOK		
BLK	BLOCK	S/D	SUBDIVISION		
T.	TOWNSHIP				
R.	RANGE				

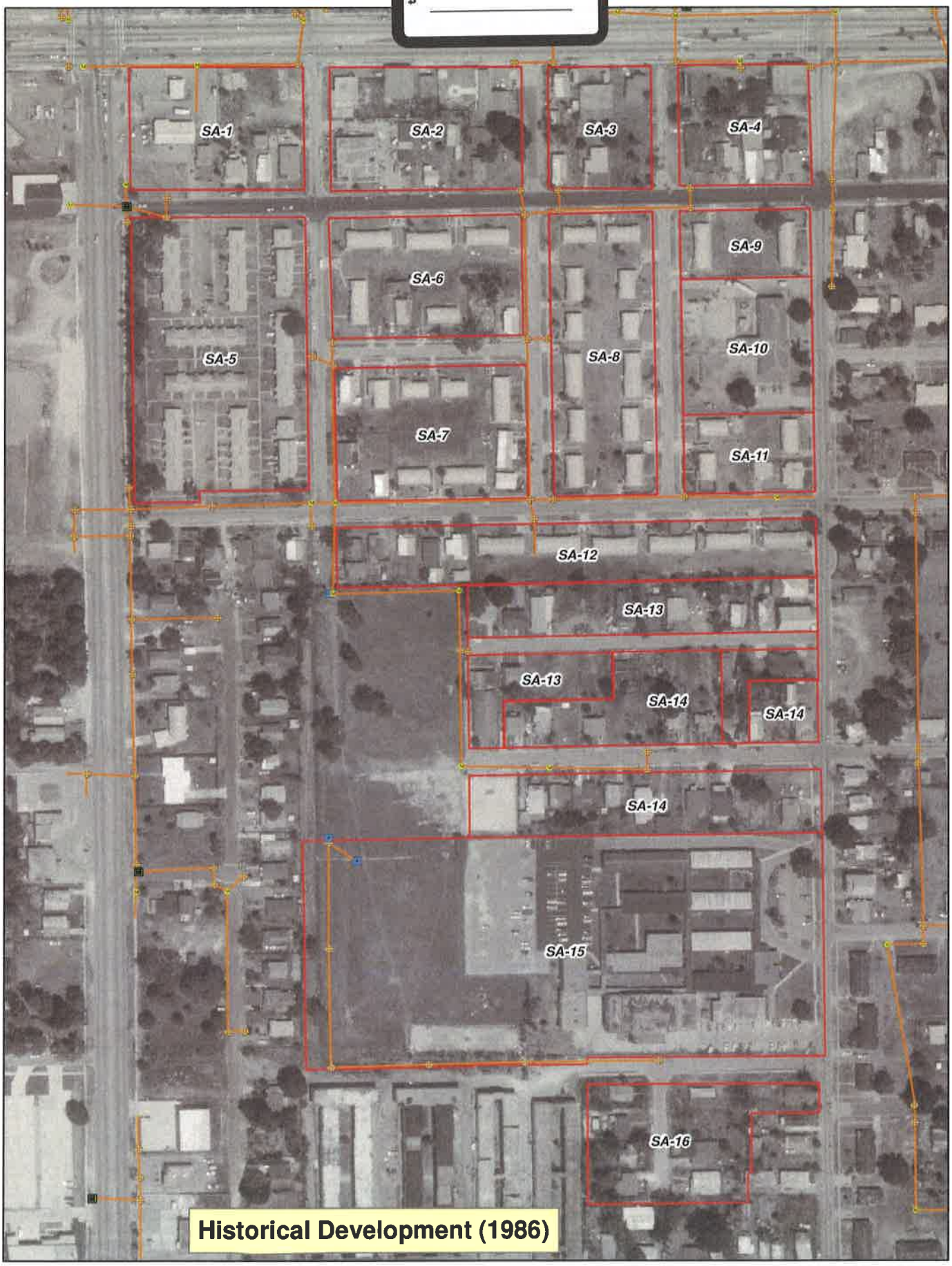
PROJECT NO. 2016019
SEC.32, T.24S., R.36E.

PREPARED BY:
DAVID J. KUGELMANN, PLS NO. 5117

EXHIBIT

tabbies

E



Historical Development (1986)



Study Area ID	Area (SF)	Area (AC)	Buildout Future Land Use
SA-1	72,140	1.66	Mixed Use
SA-2	79,581	1.83	Mixed Use
SA-3	42,525	0.98	Mixed Use
SA-4	53,610	1.23	Mixed Use
SA-5	163,563	3.75	Comm.
SA-6	77,931	1.79	MDR
SA-7	86,170	1.98	MDR
SA-8	98,799	2.27	MDR
SA-9	29,998	0.69	MDR
SA-10	60,000	1.38	MDR
SA-11	34,799	0.8	MDR
SA-12	96,114	2.21	MDR
SA-13	107,798	2.47	MDR & Comm
SA-14	141,356	3.25	MDR & Comm
SA-15	395,752	9.09	Institutional
SA-16	72,788	1.67	MDR
Total		**13.5**	

Paid

Legislation Details (With Text)

File #:	17-81	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/6/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Council approval for the City Manager to execute a Mutual Aid Agreement between the City of Cocoa, The Sheriff of Brevard County and other Brevard County municipalities related to law enforcement assistance. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Mutual_Aid_Agreement_Brevard_County_Agencies_2017-2019_2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 6, 2017
Agenda Date: February 28, 2017
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Council approval for the City Manager to execute a Mutual Aid Agreement between the City of Cocoa, The Sheriff of Brevard County and other Brevard County municipalities related to law enforcement assistance.

BACKGROUND:

The existing Mutual Aid Agreement expired in January 2017. With the exception of the term, the proposed Agreement is identical to the existing Agreement and will maintain the arrangement for requesting and providing law enforcement with the Brevard County Sheriff and various Brevard County municipalities. This Agreement is for a two (2) year term with an expiration date of January 25, 2019, unless otherwise terminated as provided within the Agreement.

STRATEGIC PLAN CONNECTION:

This item addresses the strategic issue of crime reduction by allowing the Police Department to request assistance from other agencies in the county for special enforcement activities.

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council approval for the City Manager to execute a Mutual Aid Agreement between the City of Cocoa, the Sheriff of Brevard County and other Brevard County municipalities related to law enforcement assistance.

MUTUAL AID AGREEMENT

THIS AGREEMENT is dated this 25th day of January, 2017, made by and between Wayne Ivey, in his capacity as Sheriff of Brevard County, Florida, The School Board of Brevard County, Florida, the Melbourne Airport Authority, and the municipalities of Cocoa, Cocoa Beach, Indialantic, Indian Harbour Beach, Melbourne, Melbourne Beach, Melbourne Village, Palm Bay, Rockledge, Satellite Beach, Titusville, and West Melbourne. The parties to this Agreement may sometimes individually be referred to herein as an "agency" or a "party".

WHEREAS, Section 23.1225, Florida Statutes, authorizes jurisdictions to enter into mutual aid agreements; and

WHEREAS, the parties hereto desire an expansive mutual aid relationship as authorized by this Statute.

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

1. ***Time Limit***. This Agreement shall commence upon execution and shall expire at 12:00 midnight on the 25th day of January 2019. Provided, however, that any party may withdraw from this Agreement by providing thirty (30) days advance written notice to all other parties and to the Florida Department of Law Enforcement, in which case the withdrawing party's rights and obligations hereunder shall terminate. The foregoing notwithstanding, the obligations and rights of indemnity pursuant to Paragraph 3 of this Agreement shall survive the termination of this Agreement or the withdrawal from this Agreement by any party.

2. ***Nature of Law Enforcement Assistance***. Law enforcement assistance may be provided by law enforcement officers ("officers") and personnel of any party to this Agreement (and they are hereby requested to provide such assistance) in the jurisdiction of any party to this Agreement under the circumstances described below in which case any such officer and personnel shall have all

powers, privileges and immunities as authorized in Section 23.127, Florida Statutes, or any corresponding provisions of law:

a. ***Investigations Outside Jurisdiction***. When an investigation involving a crime, ordinance violation, or traffic infraction, which occurs within the investigating agency's jurisdiction, may be facilitated by the conduct of law enforcement activities such as, but not by way of limitation: interviewing witnesses, interviewing suspects, executing search warrants, executing arrest warrants, collecting evidence, conducting surveillance, or apprehending offenders outside the jurisdictional area of the investigating agency, then such investigating agency may enter into the jurisdictional area of another party for these purposes.

The procedure for so doing shall be that the officer from the investigating agency, who intends to enter the jurisdictional area of another agency, shall give notice to such other agency of his or her intent to execute search warrants, execute arrest warrants, conduct surveillance or interviews, or apprehend offenders of the location in the other agency's jurisdictional area where the investigation or other law enforcement activity will take place, the nature of the investigation, or other law enforcement activity, and the identity of the officer who is in charge of the investigation or other law enforcement activity. If prior notice cannot be given due to the circumstances, notice shall be given as soon as reasonably possible. Likewise, upon concluding the investigatory or other law enforcement activities in the other agency's jurisdictional area, the officer in charge shall notify the other agency that the investigation or other law enforcement activity has concluded. The failure of an officer to follow these procedures shall not, however, invalidate the officer's exercise of law enforcement authority in such other agency's jurisdictional area, any arrests that

occurred, any searches or seizures that occurred, or otherwise affect the validity of any law enforcement action taken. Nothing in this Agreement shall in any way waive or diminish the law enforcement powers and duties vested in the Sheriff and deputy sheriffs by the Florida Constitution, Florida Statutes, or the common law of the State of Florida.

b. ***Pursuits***. An officer may pursue any individual or individuals into the jurisdiction of another agency to the extent allowable by law. Upon apprehension of any such individual or individuals, such officer may take appropriate enforcement action, including arresting the offender for violations of the criminal law or ordinance, issuing traffic citations, seizing property or contraband, and making searches incidental to arrest, as allowable by law. To the extent allowable by law, the officer may charge the individual or individuals with violations of the law or infractions that occurred during the pursuit, even if such violations occurred outside the jurisdictional area of the officer's agency. The authority granted hereunder is in addition to that which is contained in Section 901.25, Florida Statutes, or any corresponding provisions of law. As used herein, the term "pursuit," shall not be limited to "fresh pursuits," but shall include all attempts to apprehend an offender/violator traveling from one agency's jurisdictional area to another's agency's jurisdictional area.

The procedure to be utilized shall be that, when practical, the pursuing officer shall notify the communications center of the agency in whose jurisdictional area the pursuit is taking place, as to the location of the pursuit and nature of the pursuit. Failure to follow these procedures, however, shall not invalidate the officer's exercise of law enforcement authority, any arrests that occur, any searches or seizures that occur or otherwise affect the validity of any law enforcement action taken.

c. ***Emergencies***. Any on-duty officer of one agency who is in or near the jurisdictional area of another agency and therein observes an emergency situation, including, but not limited to, a vehicular accident, pedestrian accident, boating accident, drowning, person in need of emergency first aid, a breach of the peace, or otherwise, may intervene and assist for the purpose of preserving life, limb and property until such time an officer of the affected jurisdiction arrives. While so doing, the officer shall have the power to make any and all arrests and otherwise act with full authority as a law enforcement officer in the jurisdictional area of the other agency. The procedure to be followed is that notice shall be made to the affected agency in whose jurisdictional area the activity has occurred or is occurring as soon as reasonably possible, and, upon the arrival of an officer of the affected agency, such arriving officer shall take command of the emergency. In addition, upon arrival of the affected agency's officer, such officer shall take custody of any arrestee, and collect evidence, fruits of any crime, instrumentalities of any crime, and safeguard any property. Failure to follow these procedures shall not invalidate or affect the officer's exercise of law enforcement authority, any arrests that occur, any searches that occur, or any law enforcement actions taken.

d. ***Arrests Outside Jurisdiction***. Any on-duty officer in whose presence is committed one or more of the following offenses: DUI; breach of the peace; aggravated abuse of an elderly person or disabled adult; aggravated child abuse; aggravated stalking; aircraft piracy; arson; assault; battery; burglary; carjacking; criminal mischief; escape; false imprisonment; resisting a law enforcement officer with violence to his or her person; retail theft; robbery; sexual battery; homicide; theft; unlawful throwing, placing or discharging a destructive device or bomb; willful and wanton reckless

driving; felony violations of Chapter 893, Florida Statutes; or, any felony not hereinbefore listed; in the jurisdictional area of another agency, may affect the arrest of such offender and detain such offender until an officer of that other agency arrives, in which case the arrestee and all evidence shall be provided to the officer of such other agency in whose jurisdictional area the arrest occurred, who shall conclude the investigation, take custody of the arrestee, evidence, fruits of the crime, instrumentalities of the crime and secure all property of the arrestee.

e. ***Off-Duty Activities***. An officer of one agency may, while off duty and in the jurisdictional area of another agency, arrest offenders who commit in their presence any of the following offenses: DUI; breach of the peace; aggravated abuse of an elderly person or disabled adult; aggravated child abuse; aggravated stalking; aircraft piracy; arson; assault; battery; burglary; carjacking; criminal mischief; escape; false imprisonment; resisting a law enforcement officer with violence to his or her person; retail theft; robbery; sexual battery; homicide; theft; unlawful throwing, placing or discharging a destructive device or bomb; willful and wanton reckless driving; felony violations of Chapter 893, Florida Statutes; or, any felony not hereinbefore listed. An officer making an off-duty arrest outside of the jurisdictional area of their agency pursuant to this Agreement shall follow the procedures adopted by their agency for off-duty arrests. In addition to those procedures adopted by officer's agency, an officer shall comply with the following additional procedures:

    1) As soon as is practical after the subject has been arrested, the officer shall notify the agency in whose jurisdictional area the arrest occurred, at which time such agency shall assume responsibility for the arrestee, physical evidence relating to the

arrest, fruits of the crime, instrumentalities of the crime, and shall secure the property of the arrestee pursuant to its own policies and procedures; and

2) The arresting officer and an officer from the agency in whose jurisdictional area the arrest occurred shall complete such reports, property receipts, and other documents as are required by their respective agencies.

3) No deviation from any procedure outlined above shall invalidate an arrest or search and seizure, affect the law enforcement authority conferred upon any officer pursuant to this Agreement, or invalidate any other law enforcement action.

f. ***Requested Assistance***. At any time, an officer of any agency may request the assistance of an off-duty or on-duty officer of another agency. The request may be made for assistance due to emergencies, such as civil disturbances, "officer in trouble" calls, accidents, incidents wherein life, limb or property is in peril, catastrophes, or any other emergency, or for routine, non-emergency matters, such as requests that routine calls for law enforcement service be covered by the assisting agency while the requesting agency's officers are busy handling more serious calls for service, or any other non-emergency request for assistance. The procedure for requesting and authorizing such assistance is as follows:

1) the requesting agency shall direct its request to the communications center of the assisting agency.

2) The shift commander, or other responsible officer of the assisting agency, shall determine whether or not the assisting agency can provide the requested assistance and who from the assisting agency shall render such assistance.

3) The officer from the assisting agency may render such assistance as requested under the command of the requesting agency.

g. ***Temporary Personnel Assignment***. Any agency that is a party to this Agreement may request an inter-jurisdiction loan of personnel on a temporary basis for the purpose of assisting the requesting agency with specific objectives. For example, but not by way of limitation, one agency may borrow personnel from another agency to act in an undercover capacity within the requesting agency's jurisdiction, or assist within the communications center or public safety answering point (PSAP) with telephone or radio activity. Such personnel loans may also be utilized for traffic and crowd control during special events, criminal investigations wherein specialized expertise is needed, to establish a task force to investigate organized criminal activity affecting the jurisdictional area of more than one agency, during times when 9-1-1 calls are alternately routed to the host agency, or for any other lawful purpose. During such temporary assignment, the requesting agency shall have command responsibility for the assisting officer or telecommunicator. The procedure for requesting this type of assistance shall be as follows:

1) The requesting agency shall direct its request, preferably in writing, to the Chief of Police, Sheriff, or agency head of the agency from which the requesting agency is requesting assistance.

2) The agency head of the assisting agency shall determine if the assisting agency is able to fulfill the request.

3) The agency requesting assistance shall have command responsibility for all personnel transferred pursuant to subparagraph 2.g. of this Agreement.

4) The requesting agency and the assisting agency may, by contract, make provision for such issues as the amount of compensation that the requesting agency will pay the assisting agency, if any, for use of the assisting agency's personnel.

In the absence of any agreement on this issue, the assisting agency shall pay the compensation and other benefits for its own personnel while they are assigned to the requesting agency. The agreement between the requesting agency and the assisting agency may also provide for the distribution of forfeited currency or property. In the absence of an agreement to the contrary, the requesting agency shall retain all such forfeited currency or property. The requesting agency and the assisting agency may make any other valid agreement without considerations to the provisions of this Agreement.

h. ***School Safety Officers***. In addition to the rights and powers granted elsewhere in this Agreement, all of which are cumulative with this Subparagraph 2.h, School Board officers are hereby authorized to enforce any and all laws in an area within 1,000 feet of a school or school board property, irrespective of whether such area lies within the jurisdictional area of the School Board. Upon a School Board officer taking any enforcement action outside of the jurisdictional area of the School Board pursuant to this subparagraph 2.h, such School Board officers shall proceed as if the enforcement action occurred within the jurisdictional area of the School Board, including following policies and procedures of the School Board of Brevard County, who shall retain command responsibility over all actions taken pursuant to this subparagraph 2.h. A copy of the incident report shall

be furnished to the agency in whose jurisdictional area the School Board officers have taken such enforcement action.

3. ***Indemnification***. Under all of the circumstances enumerated hereinabove in Subparagraphs 2.a through 2.h, each jurisdiction to the extent provided by law shall have responsibility for any losses, damages or claims arising from the acts or omissions of its own employees, whether such acts or omissions occur within or without its jurisdiction. Furthermore, to the extent permitted by law, each jurisdiction shall indemnify and hold all other jurisdictions harmless for any losses, damages, or claims (including, without limitation, attorneys' fees and costs incurred in defense of any such claims) arising from the acts or omissions of its officers while such officers are engaged in activities outside their jurisdictions. In the event that any injury or loss is caused, in part, by the officer(s) of one jurisdiction and, in part, by the officer(s) of another jurisdiction, while any officers are acting outside of their jurisdiction, then each jurisdiction shall bear responsibility based on the percentage of its liability as determined by settlement or as finally adjudicated in a court of law. The provisions of this Paragraph 3 are not intended to, nor shall they operate to affect the rights, defenses, limitations, privileges and immunities of the parties pursuant to the provisions of Section 768.28(5), Florida Statutes, as amended from time to time, or any corresponding provisions of law. Notwithstanding the foregoing, the indemnification hereinbefore set forth shall not be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, reckless, willful or intentional acts or omissions.

4. ***Interpretation***. This Agreement is intended to provide broad extra jurisdictional authority to the officers who are employed by the parties hereto. Any deviation from policies or procedures in attempting to exercise extraterritorial jurisdiction by any officer shall not affect the validity of any

arrest or other law enforcement action taken pursuant to this Agreement. It is the express intent of the parties that the policies and procedures described herein and in the internal policies of each agency are for the administrative direction of their officers and not intended to limit the exercise of jurisdiction pursuant to this Agreement.

5. ***Deputized Officers/Indemnity***. To the extent that any officers of any of the jurisdictions that are party hereto have been deputized by the Sheriff, and to the extent that any of these officers act outside of their employing agency's jurisdiction, the indemnity provisions contained in this Agreement shall apply to any acts or omissions of such officers while they act outside their jurisdiction, irrespective of the fact that such officers are sworn deputy sheriffs.

6. ***Command Responsibility***. Except for the circumstances described in Subparagraphs 2.f, 2.g and 2.h hereinabove, command responsibility shall be determined as follows:

   a. When an officer is acting outside of the jurisdictional area of such officer's agency pursuant to this Agreement, such officer's agency shall have command responsibility over the officer's actions, until such time as command responsibility is transferred to another agency pursuant hereto.

   b. When an arrest is made by an officer acting outside of the jurisdictional area of such officer's agency pursuant to this Agreement for criminal activities that occurred outside of the jurisdictional area of such officer's agency, then, upon arrival of an officer from the agency in whose jurisdictional area the crime occurred, that arriving officer shall assume command responsibility for the arrestee, property, and criminal investigation.

   c. When an officer of one agency enters the jurisdictional area of another agency for the purpose of continuing a criminal investigation, or pursuing a subject, arising from an offense that occurred within the jurisdictional area

of such officer's agency, such officer's agency shall retain command responsibility for such officer.

d. The foregoing notwithstanding, should an emergency arise while an officer is acting outside of the jurisdictional area of such officer's agency, such as injury to the officer, a hostage situation, a barricaded suspect, or any other emergency, the shift commander of the agency in whose jurisdictional area the emergency is occurring shall, upon arrival, have command responsibility for the emergency and all officers at the scene of the emergency until the emergency is resolved. The determination of when an emergency exists shall be within the discretion of the shift commander for the agency in whose jurisdictional area the emergency occurs.

7. ***No Third Party Beneficiaries***. This Agreement is for the benefit of the parties who are signatories hereto, and their officers, employees and agents. No other individual or entity is intended to benefit hereby.

8. ***Cumulative Effect***. This Agreement is cumulative with laws, ordinances, resolutions or other agreements that relate to an officer's exercise of law enforcement authority outside the jurisdictional area of the officer's agency with respect to the parties to this Agreement. This Agreement is not intended to provide the sole basis upon which law enforcement authority may be exercised outside the geographic area of any party to this Agreement.

9. ***Savings Clause***. The parties agree that the provisions of this Agreement are severable and should any of its provisions, clauses or portions thereof be deemed invalid and of no force and effect, only that provision, clause or portion thereof shall fail and the remainder of this Agreement shall be in full force and effect. Furthermore, if the scope of this Agreement is too broad, then the parties intend for the Court to enforce the Agreement to the extent that it determines is reasonable.

10. ***Binding Effect***. This Agreement shall inure to the benefit of and be binding upon the respective successors or assigns of the parties hereto.

11. ***Applicable Law***. This Agreement shall be governed by the laws of the State of Florida. Venue in any action to enforce or interpret this Agreement or any action related to the employment relationship created hereunder shall lie exclusively in the appropriate state court located in Brevard County, Florida.

12. ***Compensation for Assistance.*** Unless specifically agreed to in writing by the respective agencies, compensation to the assisting officer shall be paid by the agency that employs the officer.

13. ***Authority to Enter Into this Agreement.*** Each Agency that is a signatory to this Agreement and, thus is party to this Agreement, hereby acknowledges that Section 23.1225(3), Florida Statutes, requires that this Agreement must be signed by the chief executive officer of the Agency, who is authorized to bind the Agency. Each Agency represents and warrants that this Agreement has been authorized and approved by the appropriate lawful action at a duly noticed meeting of the governing body of such Agency, and the individual signing this Agreement is the chief executive officer of such Agency and has the authority to bind the Agency whom such individual represents. Notwithstanding the foregoing, Wayne Ivey, in his capacity as the Sheriff of Brevard County, Florida, hereby acknowledges and represents that he has the authority to enter into this Agreement without the approval of any governing body based on the opinion of the Office of the Florida Attorney General, Opinion 96-07, issued on January 26, 1996.

14. ***This Agreement to Supersede Previous Agreement.*** This Agreement shall supersede and replace the prior Mutual Aid Agreement dated January 25, 2015, in all respects, as to each Agency as to when that Agency signs this Agreement.

[THE FOLLOWING PAGES ARE THE SIGNATURE PAGES]

BY: _____

_____, its Chair
School Board of Brevard County

Date: _____

BY: _____

_____, its Superintendent
School Board of Brevard County

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
Melbourne Airport Authority

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
City of Cocoa

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
City of Cocoa Beach

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
Town of Indialantic

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
City of Indian Harbour Beach

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
City of Melbourne

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
Town of Melbourne Beach

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
City of Melbourne Village

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
City of Palm Bay

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
City of Rockledge

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
City of Satellite Beach

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
City of Titusville

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____

_____, its _____
City of West Melbourne

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

Legislation Details (With Text)

File #:	17-88	**Version:** 1	**Name:**	Fire HQ/Admin ODP and change order approval
Type:	Resolution		**Status:**	City Business
File created:	2/13/2017		**In control:**	City Council
On agenda:	2/28/2017		**Final action:**	
Title:	Staff requests Council to: 1) Authorize the City Manager to approve a deductive Change Order to Purchase Order #69154 and the corresponding value engineering plans related to the construction contract with W&J Construction for the construction of the Fire Headquarters/Administration Building (CP16F1) based on value engineering to reduce the Guaranteed Maximum Price (GMP) by $213,256.00; 2) Approve a Resolution pursuant to Section 2-4 of the City Code allowing the City Manager to approve future change orders and any additional service contracts related to the construction project, provided the total amount expended on the construction project does not exceed the revised GMP of $3,392,330.00; and 3) establish a Owners Contingency Fund which will be funded by the tax savings of all Owner Direct Purchases by the City or any future deductive change orders (if any) approved by the City Manager. (Public Works Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	ODP FS Rule 12A.pdf CO - WJ (2-14-17) reduce GMP.pdf Value engineering Fire 1.pdf Resolution 2017- Change Order Fire Station Contract.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 13, 2017
Agenda Date: February 28, 2017
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Staff requests Council to: 1) authorize the City Manager to approve a deductive Change Order to Purchase Order #69154 and the corresponding value engineering plans related to the construction contract with W&J Construction for the construction of the Fire Headquarters/Administration Building (CP16F1) based on value engineering to reduce the Guaranteed Maximum Price (GMP) by $213,256.00; 2) approve a resolution pursuant to Section 2-4 of the City Code allowing the City Manager to approve future change orders and any additional service contracts related to the construction project, provided the total amount expended on the construction project does not exceed the revised GMP of $3,392,330.00; and 3) establish a Owners Contingency Fund which will be funded by the tax savings of all Owner Direct Purchases by the City or any future deductive change orders (if any) approved by the City Manager.

BACKGROUND:

At the July 12, 2016 City Council Meeting, Council awarded the original contract and GMP of $3,737,689.00 to W&J Construction Corporation. In FY2016, W&J completed the Phase 1 Value Engineering design work for $132,103.00. At the beginning of FY2017, Staff executed Purchase Order #69154 to W&J Construction Corporation for Phase 2 of the project to construct the Fire Headquarters/Administration Building (CP16F1) for $3,605,586.00. After receiving the Value Engineering plans dated February 1, 2017 for the building, the final Phase 2 Construction Value of $3,392,330.00 was established. Attached to this document is the list of Value Engineering items included in the deduction. To true up the numbers, a deductive change order, to be approved by the City Manager, is necessary to decrease PO# 69154 from $3,605,586.00 to $3,392,330.00, a total deductive change of $213,256.00.

After this deductive change order is executed, Staff will begin executing additional deductive change orders to Purchase Order #69154 for all Owner Direct Purchases (ODP) made on behalf of the project. Florida law allows government entities to buy goods and services tax-free when the government entity makes payment directly to the vendor. When a government entity directly buys materials for use in a public works construction contract, these purchases are exempt from sales tax when the government entity follows the procedures outlined in Florida Statutes Section 212.06(6); Rule 12A-1.094, F.A.C.

Staff is requesting that Council authorize the City Manager to approve the initial deductive change order #1 in the amount of $213,256.00 and subsequent change orders that affect Purchase Order #69154. A change order resolution is attached to provide such authorization. Change orders on this project, when they are related to the ODP portion of the project, will be a deductive change order to reduce the purchase order amount. Additional change orders may be necessary and Staff is requesting Council authorize the City Manager to approve such change orders to reduce delays in the project schedule. Change orders are not allowed if the change exceeds the revised GMP of $3,392,330. A potential tax savings of approximately $40,000 is anticipated with the Owner Direct Purchase of materials by the City. Staff requests that the OPD savings or any other future change order savings (if any) be used to establish an Owners Contingency Fund within the original contract which will be funded with savings from the sales tax reduction through the ODP process. The proceeds of this fund will be used to fund minor changes through the course of the project. Funds left over at the end of the project in the account will be a credit to the City and will result in a deduction to the final W&J Construction Corporation purchase order amount.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$(213,256) to reduce the purchase order
Account Number	301-3580-519-62-00_
Account Name	Capital Projects - Buildings_

Source of Funds: _X__ Bonds/General Fund

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

Change Order Amount $ (213,256.00)_

Original Purchase Order 69154_
Original P.O. Amount _$ 3,605,586
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date 0_
Total amount in change orders to date _$0

PREVIOUS ACTION:

July 12, 2016 - Council approved the contract to W&J Construction Corporation (Item VIII.5)

RECOMMENDED MOTION:
Motion to: 1) authorize the City Manager to approve a deductive Change Order to Purchase Order #69154 and the corresponding value engineering plans related to the construction contract with W&J Construction for the construction of the Fire Headquarters/Administration Building (CP16F1) based on value engineering to reduce the Guaranteed Maximum Price (GMP) by $213,256.00; 2) approve a resolution pursuant to Section 2-4 of the City Code allowing the City Manager to approve future change orders and any additional service contracts related to the construction project, provided the total amount expended on the construction project does not exceed the revised GMP of $3,392,330.00; and 3) establish a Owners Contingency Fund which will be funded by the tax savings of all Owner Direct Purchases by the City or any future deductive change orders (if any) approved by the City Manager.

TIP # 13A01-01
DATE ISSUED: March 11, 2013

Owner-Direct Purchase Programs Public Works Contracts

Under Florida law, real property contractors and subcontractors are the ultimate consumers of materials they use in the performance of real property construction contracts. Therefore, purchases of materials by real property contractors and subcontractors are subject to sales tax. This law applies to contractors and subcontractors who buy materials for public works construction contracts.

Florida law allows government entities to buy goods and services tax-free when the government entity makes payment directly to the vendor. When a government entity directly buys materials for use in a public works construction contract, these purchases are exempt from sales tax when the government entity follows certain procedures. These procedures are in Rule 12A-1.094, F.A.C.

Direct purchase of materials by the government entity for use in a public works construction project is commonly referred to an "owner-direct purchase program." Government entities use owner-direct purchase programs to take advantage of their tax-exempt status to directly purchase materials for public works construction projects. If a contractor or subcontractor, rather than the government entity, buys materials for use in a public works construction contract, the contractor or subcontractor must pay sales tax.

Government entities, contractors, and subcontractors who enter into public works construction projects have asked questions about the requirements that must be met to qualify for the sales tax exemption available for direct purchases by a government entity. This is especially true when a contractor or subcontractor engaged in a public works construction contract provides the materials in an owner-direct purchase program or other similar arrangement.

To help the parties involved in a public works construction contract understand the conditions that must be met to satisfy the requirements of Rule 12A-1.094, F.A.C., and prove that the government entity rather than the contractor or the subcontractor is the purchaser of the materials, the Department provides the following guidance from this rule:

1. Direct Purchase Order. The government entity must issue its purchase order directly to the vendor supplying the materials the contractor will use and provide the vendor with a copy of the government entity's Florida Consumer's Certificate of Exemption.
2. Direct Invoice. The vendor's invoice must be issued to the government entity, rather than to the contractor.
3. Direct Payment. The government entity must make payment directly to the vendor from public funds.
4. Passage of Title. The government entity must take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.
5. Assumption of the Risk of Loss. Assumption of the risk of damage or loss by the government entity at the time of purchase is a paramount consideration. A government entity will be deemed to have assumed the risk of loss if the government entity bears the economic burden of obtaining insurance covering damage or loss or directly enjoys the economic benefit of the proceeds of such insurance.
6. Certificate of Entitlement. To be entitled to purchase materials tax exempt for a public works project, a government entity is required to issue a Certificate of Entitlement to each vendor and to the government entity's contractor to affirm that the tangible personal property purchased from that vendor will go into or

CHANGE ORDER REQUEST FORM

Date: 02/14/17 **New Requ #:** 0 **Change Requisition Number #** 1

Name of Requestor completing this form: C. Neuterman

Original Purchase Order Amount	$ 3,605,586.00
Change Order # 1 Amount	(213,256.00)
Change Order # 2 Amount	
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	$3,392,330.00

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
W&J Construction		69154	$3,605,586.00

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

- ☐ Correct Freight Cost
- ☐ Correct Unit Cost
- ☐ Correct Account Number
- ☐ Correct Quantity Ordered
- ☐ Add Line Item
- ☐ Cancel Line Item
- ☐ Add Additional Money
- ☐ Add/Delete/Change Project #
- ☑ Liquidate Money
- ☐ Cancel Entire PO
- ☐ Other-Explain:

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

Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
1	1.00	Sum	Reduce GMP to true up contract costs	301-3580-519-62-00	CP16F1	(213,256.00)	$ (213,256.00)
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #. $ (213,256.00)

CHANGE ORDER REQUEST FORM

Date: *02/14/17* **New Requ #:** 0 ***Change Requisition Number #*** 1

Change Order Justification:

Through Value Engineering, W&J Construction reduced the original GMP by $213,256 in order to get the costs down to where the project can be completed under budget.

Here's a list of VE items incorporated into the Fire Station No. 1 project.

- Lower Height of Lobby, Delete Glass and Metal Panels
- Replace brick with textured painted stucco
- Replace manufactured parapet cover with fabricated cap
- Delete all brick Veneer
- Raise window sill height to 40"
- Delete eight exterior windows
- Replace Ground Face block with textured painted stucco
- Replace exterior Glass Doors with Steel Doors
- Replace expensive bi-fold door with traditional roll-up doors
- Delete rear canopy
- Replace building mounted canopies with free-standing canopies
- Reduce exterior windows
- Replace Plymovent with Airhawk exhaust system
- Replace commercial Kitchen Hood with residential type
- Reduce site sidewalks and delete un-needed parking

Overall project cost was reduced by $213,256.00

RESOLUTION NO. 2017-21

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 RELATED TO THE COMPLETION OF THE FIRE HEADQUARTERS/ADMINISTRATION BUILDING (CP16F1) PROVIDED THE CHANGE ORDERS DO NOT EXCEED THE TOTAL CONSTRUCTION BUDGET OF THE REVISED GUARANTEED MAXIMUM PRICE OF $3,392,330 INCLUSIVE OF ANY CONTINGENCY FUNDS; 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 a construction project, provided such approvals are within the supplemental spending authority approved by the city council; and

WHEREAS, on February 28, 2017, the City Council approved a revised Guaranteed Maximum Price for the primary construction contract with W&J Construction for the Fire Headquarters/Administration Building (CP16F1) of $3,392,330 and authorized the establishment of a contingency fund for any additional cost savings related to the direct purchase of project materials by the City or future deductive change orders; 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. The City Manager's change order authorization is as follows:

(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 related service contracts related to the completion of the Fire Headquarters/Administration Building (CP16F1), provided the contracted amount of the change order or additional service contracts do not exceed the revised

Guaranteed Maximum Price of $3,392,330 including any contingency fund. 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 the 28TH Day of February 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, CMC
City Clerk

Legislation Details (With Text)

File #:	17-89	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	2/13/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Approve a Budget Resolution adjusting the FY17 budget related to the reorganization of Code Enforcement to the Police Department and the GIS Administrator to the Information Technology Division. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2017.pdf BAF-CM-1103 GIS Administrator (2-28-17)~ Agenda 17-089a.pdf BAF-CS- Police Code Enforcement Payroll 3 of 3 (02-28-17)~ Agenda 17-089.pdf BAF-CS- Police Code Enforcement Operating 2 of 3 (02-28-17)~ Agenda 17-089.pdf BAF-CS- Police Code Enforcement Operating 1 of 3 (02-28-17)~ Agenda 17-089.pdf Budget Detail.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2017
Agenda Date: February 28, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director, on behalf of the City Manager's Office
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Approve a Budget Resolution adjusting the FY17 budget related to the reorganization of Code Enforcement to the Police Department and the GIS Administrator to the Information Technology Division.

BACKGROUND:

The Community Services Department consists of six (6) divisions, Planning & Zoning, Building & Permitting, Leisure Services, Housing & Neighborhood Services, Code Enforcement, and the Office of Economic Development.

As presented below, the City Manager and Assistant City Manager in working with the Community Services Department, the Police Department, and the Information Technology Division is instituting a reorganization of the following positions and operational functions. The reorganization will require an amendment to the FY17 budget, as they will be retroactive to beginning of the Fiscal Year 2017 in large measure due to the audit for the fiscal year. This will provide a more organized approach in

accounting for costs for these functions/divisions versus being split among departments and/or division in the current fiscal year.

GIS Administrator Position

The Information Technology Division (IT) maintains and supports technological operations within all City of Cocoa Departments. The focus is on improving processes and preserving the ability of all employees to efficiently and effectively deliver city services. The IT program is crucial to the accurate accounting, financial reporting, and overall technical support of the City of Cocoa including the following areas of responsibility:

- Software Application Support
- Computer Network Administration
- Computer Technical Support
- Geographic Information Systems (GIS)
- Telecommunications / Audio Visual
- SCADA / Water Utilities Technical Support

Previously, the GIS position was located within the Community Services department to ensure the position was being properly utilized and providing support services to all appropriate departments. Many organizations have their GIS functions rooted in Community Services/Planning Departments as the function is typically associated with planning and zoning. However, it has been 16 months since the GIS Administrator position was transferred to the Community Services Department and after a review of the GIS Administrator's roles and responsibilities it has subsequently been determined that the position is best suited to serve the needs of the City with the GIS Administrator position operating from within the Information Technology Division. The GIS Administrator position serves all City departments at an administrator level and departments have staff assigned or dedicated to perform GIS functions. In order to best coordinate resources between the departments, the GIS Administrator position works closely with other IT staff to ensure department needs are being met through hardware and software modifications.

Code Enforcement Division

In the past few years, the Division has experienced an unusually high amount of attrition and turnover. The Code Enforcement Division currently has four (4) full-time employees (Code Enforcement Supervisor, two (2) Code Enforcement Officers, and a Code Enforcement & Planning Technician). In 2013, Mitchell Turner retired as the Code Enforcement Supervisor. Since then, the City has had four (4) Code Enforcement Supervisors. Two (2) Code Enforcement & Planning Technicians have been hired since Mary Lou Stearns retired in February 2015. Also, the City has employed nine (9) Code Enforcement Officers since 2013. Currently, the longest tenured employee within the Code Enforcement Division is 11 months.

The following chart highlights some of the activities of the Code Enforcement Division and the level activity for the past five (5) years:

	2012	**2013**	**2014**	**2015**	**2016**
# of initial inspections	1,200	672	661	887	790
# of re-inspections	1,267	887	793	805	1,236

# of lawn abatement cases generated	670	230	243	395	285

Many counties and cities have examined the benefits of having the Code Enforcement Division operate from within their Police Department. The cities of Titusville, Rockledge, Palm Bay, Daytona, Stuart, Plantation, Boynton Beach, Jupiter, Riveria Beach, Hollywood, Miramar, Plantation, Davie, Deerfield Beach, Winter Haven, Haines City, Sebring, St. Cloud, Apopka, and Mount Dora all have their Code Enforcement Divisions reporting to the Police Department. Seminole County, Alachua County, Bradford County and Pasco County are a few counties which were identified within the state where Code Enforcement reports to the Sherriff's Office as well.

Identified benefits of the Code Enforcement Division reorganized and operating out of the Police Department can include:

- Enhance coordination and communication between Code Enforcement personnel and Police Department Patrol Division to address nuisance structures and provide for a more a comprehensive and integrated approach to enforcement.
- Expand opportunities to holistically address neighborhood problems more effectively by combining Code Enforcement with the Police Department through community policing and problem solving strategies.
- Enhance coordinated efforts between Code Enforcement and the Police to identify vacant structures that have become an attractive nuisance.
- Increased community presence in working with crime watch and blighted areas.
- Increased education through Code Enforcement discussing what patrol officers should look out for and report to Code Enforcement to investigate.
- Increased community education through participation with the Police Department's Community Relations Unit to attend special community meetings, Homeowners Association Meetings or Neighborhood Association Meetings to educate and inform the public about the importance of code enforcement in their communities.

To effectively assist the City to work to retain a qualified workforce, especially in organizationally critical positions and to encourage better coordination of community policing efforts, staff is requesting that Council approve a Budget Resolution adjusting the FY17 budget to allow for the Code Enforcement Division enabling reorganization to the Police Department and allow for the GIS Administrator position to be transferred to the I.T. Division.

STRATEGIC PLAN CONNECTION:

This reorganization touches several Strategic Issues. Enhanced code enforcement assists in addressing issues of crime, combatting negative physical image perceptions, enhances redevelopment of the City by addressing nuisance properties, and also advances the goal of continuously increasing the City's effectiveness in delivery of municipal services. Additionally, the reorganization will work to address the City desire to attract and retain a qualified workforce, especially in organizationally critical positions.

BUDGETARY IMPACT:

Budgeted Yes

There is a minor budgetary impact as it relates to the physical move and set up for Code Enforcement to the Police Department. Additionally, the position of Code Enforcement Supervisor and Planning/Code Enforcement Technician position have been evaluated and are being upgraded to Code Enforcement Manager and Code Enforcement Coordinator, respectively, due to increased responsibilities and duties.

Amending the budget represents funds being transferred out of the Community Services Department to the Police Department and Information Technology Division. Attached is a Budget Adjustment Forms as well as a detailed spreadsheet.

PREVIOUS ACTION:

On September 14, 2016, Council adopted the FY17 budget.

RECOMMENDED MOTION:

Approve a Budget Resolution adjusting the FY17 budget related to the reorganization of Code Enforcement to the Police Department and the GIS Administrator to the Information Technology Division.

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RESOLUTION NO. 2017-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a Special meeting held on September 14, 2016; 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 2016-2017 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 28th day of February, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 02/14/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 50,066)	001-3200-515.12-00		REGULAR SALARIES & WAGES	$ 689,854	$ 689,854	$ 639,788	$ 431,469
($ 3,395)	001-3200-515.21-00		FICA TAXES	$ 55,264	$ 55,264	$ 51,869	$ 35,489
($ 3,765)	001-3200-515.22-00		RETIREMENT CONTRIBUTIONS	$ 66,205	$ 66,205	$ 62,440	$ 41,872
($ 15,583)	001-3200-515.23-00		LIFE/HEALTH INSURANCE	$ 135,021	$ 135,021	$ 119,438	$ 81,786
($ 132)	001-3200-515.24-00		WORKER'S COMPENSATION	$ 11,712	$ 11,712	$ 11,580	$ 7,407
($ 2,400)	001-3200-515.27-00		CAFETERIA PLAN	$ 288,800	$ 28,800	$ 26,400	$ 16,100
($ 75,341)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,066	001-1103-516.12-00		REGULAR SALARIES & WAGES	$ 386,827	$ 386,827	$ 436,893	$ 318,226
$ 3,395	001-1103-516.21-00		FICA TAXES	$ 32,219	$ 32,219	$ 35,614	$ 25,788
$ 3,765	001-1103-516.22-00		RETIREMENT CONTRIBUTIONS	$ 34,903	$ 34,903	$ 38,668	$ 28,216
$ 15,583	001-1103-516.23-00		LIFE/HEALTH INSURANCE	$ 90,361	$ 90,361	$ 105,944	$ 78,826
$ 132	001-1103-516.24-00		WORKER'S COMPENSATION	$ 1,425	$ 1,425	$ 1,557	$ 79,857
$ 2,400	001-1103-516.27-00		CAFETERIA PLAN	$ 19,200	$ 19,200	$ 21,600	$ 15,350
$ 75,341	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The GIS Administrator is being moved from the Community Services Administration division (3200) to the Information Technology division (1103).
Agenda 17-089

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* _____

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

2/14/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.02.14 09:45:54 -05'00')	2/16/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.02.16 15:16:22 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/15/17	Steven Belden (Digitally signed by Steven Belden)	2/16/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.02.16 15:26:42 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 02/13/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 147,972)	001-3200-515.12-00		REGULAR SALARIES & WAGES	$ 689,854	$ 689,854	$ 541,882	$ 333,563
($ 11,780)	001-3200-515.21-00		FICA TAXES	$ 55,264	$ 55,264	$ 43,484	$ 27,104
($ 11,128)	001-3200-515.22-00		RETIREMENT CONTRIBUTIONS	$ 66,205	$ 66,205	$ 55,077	$ 6,491
($ 39,146)	001-3200-515.23-00		LIFE/HEALTH INSURANCE	$ 135,021	$ 135,021	$ 95,875	$ 58,223
($ 3,065)	001-3200-515.24-00		WORKER'S COMPENSATION	$ 11,712	$ 11,712	$ 8,647	$ 4,474
($ 4,800)	001-3200-515.27-00		CAFETERIA PLAN	$ 28,800	$ 28,800	$ 24,000	$ 13,700
($ 217,891)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 147,972	001-2132-524.12-00		REGULAR SALARIES & WAGES	$ 0	$ 0	$ 147,972	$ 147,972
$ 11,780	001-2132-524.21-00		FICA TAXES	$ 0	$ 0	$ 11,780	$ 11,780
$ 11,128	001-2132-524.22-00		RETIREMENT CONTRIBUTIONS	$ 0	$ 0	$ 11,128	$ 11,128
$ 39,146	001-2132-524.23-00		LIFE/HEALTH INSURANCE	$ 0	$ 0	$ 39,146	$ 39,146
$ 3,065	001-2132-524.24-00		WORKER'S COMPENSATION	$ 0	$ 0	$ 3,065	$ 3,065
$ 4,800	001-2132-524.27-00		CAFETERIA PLAN	$ 0	$ 0	$ 4,800	$ 4,800
$ 217,891	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The 2 Code Enforcement Officers, 1 Code Enforcement Supervisor and 1 Planning & Code Enforcement Tech are being split out of the Community Services department (division 3200) and moved to the Police department (division 2132). This Transfer is to move the budget into the new department/division. Agenda 17-089

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/28/17 *RESOLUTION #:* _____

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

2/16/17	Nancy Dresser (Digitally signed by Nancy Dresser)	2/16/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.02.16 15:23:05 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/16/17	Steven Belden (Digitally signed by Steven Belden)	2/16/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.02.16 16:01:43 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 02/13/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 25)	001-3200-515.47-00		PRINTING & BINDING	$ 250	$ 250	$ 225	$ 225
($ 3,500)	001-3200-515.49-00		OTHER CHARGES & OBLIG.	$ 7,300	$ 155,227	$ 151,727	($ 2,231)
($ 400)	001-3200-515.52-00		OPERATING SUPPLIES	$ 3,242	$ 3,242	$ 2,842	$ 2,171
($ 1,550)	001-3200-515.52-30		FUEL, OIL & LUBRICANTS	$ 4,649	$ 4,649	$ 3,099	$ 1,935
($ 140)	001-3200-515.54-00		MEMBERSHIP/PUBLICATIONS	$ 1,123	$ 1,123	$ 983	$ 843
($ 565)	001-3200-515.55-00		TRAINING	$ 1,390	$ 1,390	$ 825	$ 825
($ 6,180)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 25	001-2132-524.47-00		PRINTING & BINDING	$ 0	$ 0	$ 25	$ 25
$ 3,500	001-2132-524.49-00		OTHER CHARGES & OBLIG.	$ 0	$ 0	$ 3,500	$ 3,500
$ 400	001-2132-524.52-00		OPERATING SUPPLIES	$ 0	$ 0	$ 400	$ 400
$ 1,550	001-2132-524.52-30		FUEL, OIL & LUBRICANTS	$ 0	$ 0	$ 1,550	$ 1,550
$ 140	001-2132-524.54-00		MEMBERSHIP/PUBLICATIONS	$ 0	$ 0	$ 140	$ 140
$ 565	001-2132-524.55-00		TRAINING	$ 0	$ 0	$ 565	$ 565
$ 6,180	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The 2 Code Enforcement Officers, 1 Code Enforcement Supervisor and 1 Planning & Code Enforcement Tech are being split out of the Community Services department (division 3200) and moved to the Police department (division 2132). This Transfer is to move the budget into the new department/division. Agenda 17-089

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/28/17 *RESOLUTION #:*

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

2/16/17	Nancy Dresser	2/16/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.02.16 15:19:07 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/16/17	Steven Belden	2/16/17	Lora Howell Digitally signed by Lora Howell Date: 2017.02.16 15:29:55 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 02/13/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 20,000)	001-3200-515.34-00		CONTRACT SERVICES	$ 26,000	$ 51,000	$ 31,000	$ 1,019
($ 750)	001-3200-515.40-00		TRAVEL & PER DIEM	$ 1,338	$ 1,338	$ 588	$ 588
($ 2,340)	001-3200-515.41-00		COMMUNICATION	$ 4,608	$ 4,608	$ 2,268	($ 2,078)
($ 3,700)	001-3200-515.42-00		POSTAGE & FREIGHT	$ 7,000	$ 7,000	$ 3,300	$ 1,149
($ 939)	001-3200-515.45-00		INSURANCE	$ 1,878	$ 1,878	$ 939	$ 200
($ 2,160)	001-3200-515.46-03		REPAIR/MAINT-VEHICLES	$ 6,480	$ 6,480	$ 4,320	$ 4,055
($ 29,889)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 20,000	001-2132-524.34-00		CONTRACT SERVICES	$ 0	$ 0	$ 20,000	$ 20,000
$ 750	001-2132-524.40-00		TRAVEL & PER DIEM	$ 0	$ 0	$ 750	$ 750
$ 2,340	001-2132-524.41-00		COMMUNICATION	$ 0	$ 0	$ 2,340	$ 2,340
$ 3,700	001-2132-524.42-00		POSTAGE & FREIGHT	$ 0	$ 0	$ 3,700	$ 3,700
$ 939	001-2132-524.45-00		INSURANCE	$ 0	$ 0	$ 939	$ 939
$ 2,160	001-2132-524.46-03		REPAIR/MAINT-VEHICLES	$ 0	$ 0	$ 2,160	$ 2,160
$ 29,889	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The 2 Code Enforcement Officers, 1 Code Enforcement Supervisor and 1 Planning & Code Enforcement Tech are being split out of the Community Services department (division 3200) and moved to the Police department (division 2132). This Transfer is to move the budget into the new department/division. Agenda 17-089

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/28/17 *RESOLUTION #:*

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

2/16/17	Nancy Dresser	2/16/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.02.16 15:18:29 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/16/17	Steven Belden	2/16/17	Lora Howell Digitally signed by Lora Howell Date: 2017.02.16 15:28:22 -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 #: _____

Budgetary Impact Detail

BAF-CM-1103 GIS Administrator (2-28-17) Agenda 17-089	001-3200-515.12-00	(50,066)	17-089
	001-3200-515.21-00	(3,395)	17-089
	001-3200-515.22-00	(3,765)	17-089
	001-3200-515.23-00	(15,583)	17-089
	001-3200-515.24-00	(132)	17-089
	001-3200-515.27-00	(2,400)	17-089
	001-1103-516.12-00	50,066	17-089
	001-1103-516.21-00	3,395	17-089
	001-1103-516.22-00	3,765	17-089
	001-1103-516.23-00	15,583	17-089
	001-1103-516.24-00	132	17-089
	001-1103-516.27-00	2,400	17-089
BAF-CS- Police Code Enforcement Operating 1 of 3 (02-28-17) Age	001-3200-515.34-00	(20,000)	17-089
	001-3200-515.40-00	(750)	17-089
	001-3200-515.41-00	(2,340)	17-089
	001-3200-515.42-00	(3,700)	17-089
	001-3200-515.45-00	(939)	17-089
	001-3200-515.46-03	(2,160)	17-089
	001-2132-524.34-00	20,000	17-089
	001-2132-524.40-00	750	17-089
	001-2132-524.41-00	2,340	17-089
	001-2132-524.42-00	3,700	17-089
	001-2132-524.45-00	939	17-089
	001-2132-524.46-03	2,160	17-089
BAF-CS- Police Code Enforcement Operating 2 of 3 (02-28-17) Age	001-3200-515.47-00	(25)	17-089
	001-3200-515.49-00	(3,500)	17-089
	001-3200-515.52-00	(400)	17-089
	001-3200-515.52-30	(1,550)	17-089
	001-3200-515.54-00	(140)	17-089
	001-3200-515.55-00	(565)	17-089
	001-2132-524.47-00	25	17-089
	001-2132-524.49-00	3,500	17-089
	001-2132-524.52-00	400	17-089
	001-2132-524.52-30	1,550	17-089
	001-2132-524.54-00	140	17-089
	001-2132-524.55-00	565	17-089
BAF-CS- Police Code Enforcement Payroll 3 of 3 (02-28-17) Agenda	001-3200-515.12-00	(147,972)	17-089
	001-3200-515.21-00	(11,780)	17-089
	001-3200-515.22-00	(11,128)	17-089
	001-3200-515.23-00	(39,146)	17-089
	001-3200-515.24-00	(3,065)	17-089
	001-3200-515.27-00	(4,800)	17-089
	001-2132-524.12-00	147,972	17-089
	001-2132-524.21-00	11,780	17-089
	001-2132-524.22-00	11,128	17-089
	001-2132-524.23-00	39,146	17-089
	001-2132-524.24-00	3,065	17-089
	001-2132-524.27-00	4,800	17-089

Legislation Details (With Text)

File #:	17-99	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	2/16/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Approve funds in the amount of $75,000 utilizing Reserve Funds for additional curb, gutter, sidewalk and inlet top work that was requested by Public Works staff on the Fiske Blvd Phase 1 project.(Project #PWPAVE); Approve the Budget Transfer and approve the Budget Resolution amending the 2016/2017 budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2017 Budget Resolution.pdf BAF-PW-3510-PWPAVE (02-28-17)~ Agenda 17-099.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 16, 2017
Agenda Date: February 28, 2017
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Approve funds in the amount of $ 75,000 utilizing Reserve Funds for additional curb, gutter, sidewalk and inlet top work that was required to complete the Fiske Blvd Phase 1 project.(Project # PWPAVE). Approve the budget transfer and approve the budget resolution amending the 2016/2017 budget

BACKGROUND:

The Fiske Blvd Phase 1 project has been ongoing since late September 2016. Work has including replacing/repairing curb and gutter, sidewalks, driveway aprons, ADA Handicap ramps, and storm inlet tops as well as complete reconstruction of the roadway. As construction progressed, staff recognized a need to expand the scope of work to include additional curb and gutter work, additional sidewalk replacement as well as replacing additional storm inlet tops. This expanded scope of work is because of the poor condition of existing infrastructure and substandard original construction that was exposed as construction progressed. Additional work required will exceed the original budgeted amount and additional funds are required to complete this project

STRATEGIC PLAN CONNECTION:

Reconstruction of Fiske Boulevard is an action item within the strategic plan as identified within the

community development (redevelopment of the City's core) strategic issue. A neighborhood improvement plan is being developed for the Fiske Corridor that is targeted at addressing the neighborhood conditions due to a long period of disinvestment and decline. The condition of Fiske Boulevard, specifically the roadway, is a central component of the items being considered in the plan. The reconstruction of Fiske Boulevard is the catalytic project within the Fiske Neighborhood Improvement Plan.

BUDGETARY IMPACT:

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

Amount Requested	$75,000
Account Number	001-0000-389.99-50_
Account Name	General Fund Reserve_

To:

Amount Requested	$75,000
Account Number	001-3510-541.63-00 Project # PWPAVE
Account Name	Capital Infrastructure

PREVIOUS ACTION:

Council has previously approved this project at the regular meeting on July 26, 2016 and re-budgeted the work in December 2016.

RECOMMENDED MOTION:

Approve funds in the amount of $ 75,000 utilizing Reserve Funds for additional curb, gutter, sidewalk and inlet top work that was required to complete the Fiske Blvd Phase 1 project.(Project # PWPAVE). Approve the budget transfer and approve the budget resolution amending the 2016/2017 budget

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RESOLUTION NO. 2017-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a Special meeting held on September 14, 2016; 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 2016-2017 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 28th day of February, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: PW/3510 | DATE PREPARED: 02/16/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 75,000	001-0000-389.99-50		General Fund Reserves	$ 4,721,479	$ 5,998,201	$ 6,073,201	$ 6,073,201
$ 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
$ 75,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 75,000	001-3510-541.63-00	PWPAVE	INFRASTRUCTURE	$ 2,501,746	$ 2,768,532	$ 2,843,532	$ 1,471,221
$ 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
$ 75,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Fiske Blvd Phase 1 reconstruction has been ongoing since late September 2016. As work progressed staff recognized the need to expand the original scope of work. This expanded scope of work included additional curb replacement, sidewalk replacement as well as curb inlet top replacement. This additional work exceeds the original budgeted amount for the project. Agenda 17-099

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/28/17 *RESOLUTION #:* 2017-22

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.

2/16/17	Michael Giorgio Digitally signed by Michael Giorgio Date: 2017.02.16 11:06:07 -05'00'	2/16/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.02.16 15:51:56 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/16/17	Everett J. Wegerif	2/16/17	Lora Howell Digitally signed by Lora Howell Date: 2017.02.16 16:04:16 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	17-100	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/18/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Approve an agreement between the City of Cocoa and the Brevard County Property Appraiser and the Brevard County Tax Collector to identify properties with undeserving Personal Exemptions for the purpose of collecting taxes due on those properties. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BCPAO Memo to Taxing Authorities re Homestead Exemption Audit background.pdf Brevard Homestead Audit contract-for info only.pdf Brevard Homestead Audit-Taxing Authority Agreement-action item (002).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 18, 2017
Agenda Date: February 28, 2017
Prepared By: Teri Butler, CGFO, Finance Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Approve an agreement between the City of Cocoa and the Brevard County Property Appraiser and the Brevard County Tax Collector to identify properties with undeserving Personal Exemptions for the purpose of collecting taxes due on those properties.

BACKGROUND:

The Brevard County Property Appraiser's office is working on an initiative to perform an audit on our entire county tax roll to ensure that all recipients of homestead exemptions are valid. To have a homestead exemption on real property is a valuable benefit to a taxpayer, the result of which is that we do have a very small percentage of cases where there is fraud, either accidental or intentional.

The Property Appraisers Office has an internal ongoing effort using investigators on their staff to identify and address this fraud, but due to the volume of exemptions in Brevard (over 150,000), they are generally limited to being reactive to cases that present themselves, either through neighbor complaints, returned mail, listings for rent, etc.

A relatively recent effort that other property appraisers are using is to contract with a third-party to do a mass 'big-data' exercise to quickly help identify potential cases of fraud using resources we could not ever be able to scale up to. The cases a third party would identify will still be reviewed and vetted

by Property Appraiser staff, but these data mining companies do the heavy lifting to find the 1-2% of fraudulent situations among the 150,000 possibilities.

The Property Appraisers Office has elected to go that route in working with the Brevard Tax Collector's Office. We are utilizing a recent procurement by Duval County to hire Tax Management Associates (TMA), a leader in this field of large scale tax roll audits and the only responsive company in recent Florida RFPs. Their current customers include Sarasota County and Pinellas County. TMA is compensated for their work on a contingency basis only. When TMA identifies a fraudulent case, the Property Appraisers investigative staff proofs the case and a lien filed and then collected. When the lien is paid, by TMA's agreement with the Property Appraiser and Tax Collector, they would receive 28% of the amount collected. The Property Appraiser and Tax Collector look at these situations to largely be ones that we would not be able to identify using currently or foreseeable available resources, so there is no quantifiable present or future negative financial impact to taxing authorities. To the contrary, it is a positive financial impact. The Property Appraiser's current limited investigative effort results in approximately $1 million in liens filed annually, covering only a small portion of the tax roll. The Property Appraiser and the Tax Collector anticipate that one-time returns would be a significant multiple of that amount. Once complete, both offices anticipate repeating the effort (as a separate effort and agreement with your agency) approximately every five years.

To formally agree to participate in the audit, accept payment of collected funds, and payment of contingency fees to TMA, your governing body would have to agree to a three party interlocal agreement with the Brevard County Tax Collector and the Brevard County Property Appraiser, which is attached to this agenda.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

The budgetary impact is unknown at this time, however it is anticipated that the revenues derived will far exceed the expenditures incurred.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve an agreement between the City of Cocoa and the Brevard County Property Appraiser and the Brevard County Tax Collector to identify properties with undeserving Personal Exemptions for the purpose of collecting taxes due on those properties.

Dana Blickley, CFA
Brevard County Property Appraiser
P.O. Box 429
Titusville, FL 32781-0429
(321) 264-6700
www.BCPAO.us

MEMORANDUM

DATE: February 1, 2017

TO: Brevard County Taxing Authorities

FROM: Milo M. Zonka, Sr. Director, Finance & Administration MMZ

RE: Homestead Exemption Audit Agreement Background

The Homestead Property Tax Exemption, which is defined by the Florida Constitution, is a valuable benefit for permanent Florida residents. Coupled with the Save Our Homes cap, homeowners' savings on property taxes can climb into the thousands of dollars annually. Due to its money-saving benefits, the Homestead Property Tax Exemption is ripe for fraudulent or improper claims. A claim of improper homestead exemption shifts the burden of property tax payments to other property owners, and denies cities, school districts and other taxing authorities of needed revenue.

Florida Statute 196.011 (9) provides a process for filing liens for back taxes, 50% penalties, and 15% interest per annum for a period up to ten (10) years on parcels that receive undeserved homestead exemption. The amounts collected are returned to the taxing authorities by the Tax Collector. The Property Appraiser does not receive any portion of the funds collected under this statute.

The current method of detecting possible homestead exemption fraud relies primarily on reports from citizens and returned mail from the post office. The majority of potential fraud cases come in as tips and complaints from the general public. We also rely heavily on our returned, undeliverable mail as that is a red flag that a homestead exemption is no longer valid. Our homestead fraud department has a staff of four plus a manager. In 2016, this limited staff worked 988 cases generated by these reactive methods, resulting in 251 new liens totaling $738,410 being filed and $1,140,876 being collected and paid to the taxing authorities from previously filed liens. From 1999 through 2016, the investigative efforts of this staff have resulted in $235 million in property value being returned to the tax roll countywide, with $5.6 million in back payments, penalties and interest collected via property liens per applicable state statutes.

There are many cases of homestead fraud that go undetected using these methods. There are new technological developments in software and database mining that allow companies to run statistical, mass data analysis that we do not have the capabilities to run. This software enables us to uncover potential undeserved homestead exemptions by identifying property owners who receive benefits or have indications of residence in other jurisdictions nationwide.

Continues on Page2

We desire to contract with a vendor who offers a service that has helped to recover millions in tax dollars for other counties. They use their mass data analysis software to detect possible homestead exemption fraud paired with their highly trained investigative staff to verify information. They then return their findings to us so that we can validate that the homestead was improper and file liens against parcels receiving underserved benefits.

We believe that a more aggressive and comprehensive discovery approach of improper homestead will occur if we utilize a qualified third-party vendor versus increasing our staffing to more proactively work this higher volume. We also believe that taxing authorities will receive a greater financial gain using this approach despite the fact that a portion of the proceeds will be paid to the vendor (a maximum of 28% of collected liens). If no liens are filed and paid, the vendor will not be paid.

This proposal will require the Property Appraiser and Tax Collector to execute an Interlocal Agreement with each taxing authority in which the taxing authority agrees to have 28% of the proceeds of the lien collections paid to the vendor, plus the Tax Collector's authorized reimbursement rate.

The Property Appraiser and Tax Collector have selected Tax Management Associates (TMA) as the vendor for this project, using a piggyback on TMA's recent agreement with the Duval County Tax Collector and Property Appraiser. TMA was selected as a result of Duval County's RFP process and is an established market leader in this field. TMA currently contracts with Sarasota and Pinellas counties as well, and we have received strong references from each. We are confident that TMA will execute their portion of the project expeditiously and professionally.

We expect to achieve the necessary taxing authority agreement approvals by March/April 2017. TMA will begin their work immediately and the Property Appraiser's review and approval effort will begin thereafter. In order to maintain an orderly work flow, we will meter cases through the Property Appraiser's office to ensure that both the Property Appraiser and Tax Collector can handle the workflow without additional staffing. Based on the Property Appraiser's previous experience, it is anticipated that taxing authorities will begin to see lien payments in 2017 that will continue into 2018 and beyond as liens are paid off.

The proposal creates a funding mechanism to allow us to review the validity of all residency-based property tax exemptions and should serve to decrease the number of exemptions that are improperly claimed. A copy of the proposed Agreement between your agency and the Property Appraiser and Tax Collector is attached as an action item for your consideration.

We respectfully request that you join us in our efforts to reduce the incidence of improper exemptions by executing the attached Agreement.

For your review only, also included is a copy of the agreement between TMA and the Property Appraiser and Tax Collector offices.

Tax Management Associates, Incorporated
& Brevard County, Florida
Agreement for Provision of Exemption Audit Services for Tax Revenue Enhancement

This Agreement (the "Agreement") is made and entered into this _____ day of _____, 2017 by and between the BREVARD COUNTY PROPERTY APPRAISER, with its principal place of business located at 400 South St. Titusville, FL 32780 ("PROPERTY APPRAISER"), the BREVARD COUNTY TAX COLLECTOR, with its principal place of business located at 400 South St. Titusville, FL 32780 ("TAX COLLECTOR"), and TAX MANAGEMENT ASSOCIATES, INC. [TMA] a company authorized to conduct business in Florida, to assist the PROPERTY APPRAISER through the performance of audits to verify entitlement to personal exemptions from ad valorem taxation granted on the County tax roll. The PROPERTY APPRAISER, TAX COLLECTOR, and TMA are hereinafter jointly referred to as "Parties."

Contractual services may begin upon full execution of this contract.

WITNESSETH:

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax exemptions and the preparing and filing of tax liens for back taxes related to the removal of undeserved exemptions; and

WHEREAS, the TAX COLLECTOR is responsible under Florida law for the collection and distribution of ad valorem property taxes, including tax liens, and associated penalties, fees, and interest; and

WHEREAS, the PROPERTY APPRAISER desires to obtain services to Audit the Brevard County tax roll (hereinafter "Audit Services") to identify undeserved personal exemptions from ad valorem property tax. Such exemptions include, but may not be limited to, the homestead exemption granted pursuant to Article VII, section 6 of the Florida Constitution, and exemptions governed by Chapters 193 and 196, Florida Statutes (hereinafter collectively "Personal Exemptions"); and

NOW, THEREFORE, in consideration of the promises mutually exchanged, the Parties agree as follows:

1) **INCOPORATION OF RECITALS.** The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.

2) **EXEMPTION AUDIT SERVICES**

a. TMA agrees to furnish Audit Services to identify undeserved Personal Exemptions on the Brevard County tax roll. The Audit Services provided by

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TMA will be performed in accordance with the terms and conditions in this Agreement and in compliance with all applicable Florida law.

b. It is expressly agreed by the Parties that the PROPERTY APPRAISER shall retain the final discretion to act on any and all Audit recommendations made by TMA. The PROPERTY APPRAISER shall remove Personal Exemptions and prepare and file tax liens in accordance with governing Florida law and PROPERTY APPRAISER internal policies and procedures. The PROPERTY APPRAISER retains the right to limit a lien to certain tax years, waive penalties and interest, or revoke a lien, as allowed by Florida law. This Agreement does not, and shall not be construed to delegate any of the PROPERTY APPRAISER'S statutory duties, obligations, or decision-making authority related to the administration of exemptions.

c. The PROPERTY APPRAISER shall assign properties to TMA for Audit Services as may hereafter be deemed appropriate. TMA agrees that no TMA employee will discuss any aspect of an Audit being performed, except with authorized TMA personnel, authorized PROPERTY APPRAISER or TAX COLLECTOR officials, and the property owner being audited (to the extent hereafter determined appropriate by the PROPERTY APPRAISER), unless otherwise directed to do so by the PROPERTY APPRAISER. All correspondence to property owners in connection with audits will be signed by the PROPERTY APPRAISER or by its authorized designee.

d. TMA agrees to audit all Personal Exemptions assigned for Audit for the most current year and applicable prior years in compliance with Florida Statutes, which provide for property tax liens for undeserved Personal Exemption for up to ten (10) years.

e. The PROPERTY APPRAISER agrees to make available to TMA the Brevard County tax roll of granted exemptions for the years for which audits are to be performed. Additionally, as necessary, the PROPERTY APPRAISER may make available copies of Personal Exemption applications and supporting documents, or information provided in said applications, subject to confidentiality provisions established by Florida law and addressed in Section (3), herein.

f. TMA agrees to provide training to designated employees of the PROPERTY APPRAISER as to all aspects of the Audit Services provided pursuant to this Agreement. Any appropriate designee of the PROPERTY APPRAISER may perform an Audit with TMA personnel, provided the PROPERTY APPRAISER shall be responsible for any related expenses of such PROPERTY APPRAISER employee.

3) <u>PUBLIC RECORDS RETENTION & CONFIDENTIALITY</u>

a. The PROPERTY APPRAISER and TAX COLLECTOR are public agencies subject to Florida's Public Records Law, including records retention, production, and confidentiality provisions.

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b. TMA and its employees and agents shall be bound by all applicable public records laws to the same extent that those laws apply to the PROPERTY APPRAISER and TAX COLLECTOR, (collectively the "public agency"). These requirements include but may not be limited to those stated in Chapter 119, Florida Statutes, and Sections 193.114 and 193.074 Florida Statutes, under which social security numbers, Personal Exemption applications and supporting documents and any information provided within the application or supporting documents, are CONFIDENTIAL and EXEMPT from disclosure.

c. Specifically, TMA agrees to

   i. Keep and maintain public records required by the public agency to perform the Audit Services.

   ii. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.

   iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the contract if the contractor does not transfer the records to the public agency.

   iv. Upon completion of this Agreement, transfer, at no cost to the public agency, all public records in possession of TMA or keep and maintain public records required by the public agency to perform the Audit Services. If TMA transfers all public records to the public agency upon completion of this Agreement, TMA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TMA keeps and maintains public records upon completion of this Agreement, TMA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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4) <u>COSTS AND PAYMENT FOR AUDIT SERVICES</u>:

a. For services furnished under this Agreement TMA shall be paid an amount equal to twenty-eight percent (28%) of the gross taxes, penalties, and interest collected by the Tax Collector in relation to the removal of Personal Exemptions as a result of any audit performed by TMA (hereinafter the "Fee").

   i. The Property Appraiser shall file liens on properties submitted by TMA as ineligible for the homestead exemption when the Property Appraiser

has determined in his sole discretion that such properties are ineligible for the exemption.

ii. If, prior to filing a lien, the Property Appraiser determines in his sole and absolute discretion to not pursue the lien as such filing is not warranted or not supportable in a court of law, then such audit services shall be considered to not have produced any compensable service.

iii. If, after filing a lien, the Property Appraiser determines to remove or delete, or otherwise abate amounts that are not properly owed on homestead properties as previously determined to be ineligible for the homestead exemption through the TMA audit, then TMA will not be paid on such amounts meeting these criteria.

b. The Fee shall be calculated upon full or partial payment of any qualifying tax lien, whether payment is made prior to or after recording of the lien, and shall be calculated based on taxes levied by all taxing authorities in the tax district of the audited property for each tax year, pursuant to associated Interlocal Agreements with each taxing authority. If no Interlocal Agreement exists with a specific taxing authority for whatever reason, the PROPERTY APPRAISER shall not provide Personal Exemptions for that non-participating taxing authority to TMA for Audit Services. The partial or full payment of any tax lien arising during a period of non-participation by a taxing authority is not a qualifying tax lien, and no portion of the collection of a non-qualifying tax lien shall be included in the calculation of fees due TMA.

c. The Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the removal of Personal Exemptions as a result of audits performed by TMA. The Fee shall not be payable from future ad valorem tax levies.

d. This Agreement does not constitute a pledge or general obligation of ad valorem taxation, or create any obligation on any taxing authority to appropriate or make monies available for the purpose of the Agreement for any tax year. This Agreement does not create the right in any party to compel the exercise of the ad valorem taxing power of any taxing authority, and does not impair the taxing power of any taxing authority.

e. To facilitate TMA's billing for audit fees, the Tax Collector agrees to provide TMA a monthly report listing all taxes, penalties and interest collected as a result of TMA's audits. The report shall include the parcel number, property owner, site address of the properties audited, total collected amount and the collection date. This report, if possible, should be in spreadsheet format; if not available in spreadsheet format, a system-generated report will be acceptable. TMA shall then invoice the Tax Collector monthly for applicable Audit Fees based on the Tax Collector's monthly report. Audit Fees will be due and payable within fifteen (15) days following the billing date.

f. If the TAX COLLECTOR distributes a TMA Fee based on a lien payment that is subsequently reversed for any reason—including but not limited to a correction to the tax roll, a final judgment in a lawsuit, or a bounced check—the TAX

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COLLECTOR provides notice to TMA and TMA shall return the Fee to the Tax Collector. If, in a month immediately following the payment reversal, the total balance of TMA Fees for the monthly distribution exceeds the Fee made pursuant to the reversed payment (the "reversed Fee"), said reversed Fee will be withheld from the monthly distribution. Any such withholding will be reflected in the TAX COLLECTOR'S monthly report. If the balance of the TMA Fees in the following month is not sufficient to cover the reversed Fee, the TAX COLLECTOR will send TMA a bill for the remainder of the reversed fee, and TMA will remit the full amount billed within 30 days. Regardless, the Tax Collector may continue to withhold from payments owed to TMA such amounts as necessary to recover all reversed Fees. Should a reversed payment be subsequently repaid or otherwise restored for any reason, TMA retains the right to the reversed Fee, which will be redistributed upon receipt by the TAX COLLECTOR of a new payment, in full accordance with this Agreement.

g. Collections on all properties the Property Appraiser authorizes TMA to send a Homestead Audit Questionnaire to that are identified by TMA as potentially having received undeserved Personal Exemption(s) shall be construed to be the result of the provided Audit Services and shall be subject to TMA's Fee under these payment provisions. However, no fee shall be paid on properties the Property Appraiser identified as potentially having received undeserved Personal Exemptions prior to providing TMA the Personal Exemption data file, or if the PROPERTY APPRAISER discovers an undeserved Personal Exemption on a property that was not identified by TMA as potentially having received undeserved Personal Exemption(S), no Fee shall be paid in relation to that property.

    i. Each individual property, as denoted by the parcel identification number on the property tax roll, shall be treated as a separate account under these payment terms. Any individual account is severable and treated as unique and distinct in terms of the amount owned to TMA for services provided under this contract. Payments of the Fee for multiple accounts may be made together provided that an accounting of the Fee for each individual account is provided.

h. All expenses incurred by TMA in performing audits under this Agreement including, but not limited to, travel, food, lodging, mileage, postage, salaries, etc. shall be the responsibility of TMA. TMA shall maintain a sufficient workforce of employees necessary to provide the contracted services, and there shall be no additional compensation paid to TMA for said employees.

i. All legal costs involving appeals of the removal of Personal Exemptions resulting from audits shall be the responsibility of the PROPERTY APPRAISER. TMA shall be responsible for defending its audit findings throughout any appeals process, as appropriate and necessary, without additional cost to the PROPERTY APPRAISER. Defense of audit findings may include personal appearances at meetings with property owners or their representatives, and provision of testimony and evidence concerning information identified in an audit at any administrative, judicial, or quasi-judicial hearings.

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5) TERMINATION

a. This Agreement shall become effective from the date entered above and shall remain in effect for an initial term of twelve (12) months from the effective date as specified in a Notice to Proceed letter issued to TMA by the PROPERTY APPRAISER, and at the PROPERTY APPRAISER'S election, in his sole discretion, shall continue in effect thereafter on a year-to-year basis, but not to extend beyond April 12, 2021. After the initial term, any Party can terminate this agreement by providing thirty (30) days' notice of termination to the other Parties in writing.

b. If through any cause, TMA, the PROPERTY APPRAISER, or the TAX COLLECTOR fails to fulfill its obligations as provided by this Agreement, or materially violates any of the covenants or stipulations within this Agreement, or becomes unsatisfied with services rendered, and such failure or violation continues for thirty (30) days after written notice thereof by a Party, any Party shall thereupon have the right to terminate this Agreement immediately upon giving written notice to the other Parties. Said notice shall be delivered to the Parties by hand delivery or first class mail, postage paid to the mailing address as specified herein under "Notice."

c. In the event that the two largest county-wide taxing authorities terminate the Interlocal Agreement or sufficient funds are otherwise not available to support this Agreement for a new fiscal period, the PROPERTY APPRAISER shall notify TMA of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense. In the event of such termination, Fees for all Audits completed by TMA up to the date of the notification of termination of the Interlocal Agreement or insufficient budgeted funds shall be payable in accordance with the terms provided by this Agreement.

d. In the event of termination for any reason other than those specified in paragraph 5)c., all Audits assigned to TMA and on which TMA has initiated work or expended resources, shall be completed by TMA and all Fees for completed audits shall be payable in accordance with the terms as provided by this Agreement. Because tax liens may not be paid within the term of this Agreement, provisions related to the payment of Fees shall survive the termination of the Agreement term, and shall terminate upon the later of the collection and payment of all liens related to TMA audits, or five (5) years after a lien has been filed.

e. Upon completion of all Audits, TMA shall provide any records related to this Agreement to the PROPERTY APPRAISER for record retention purposes, as further addressed in Section (3), herein.

6) GENERAL PROVISIONS

a. **INDEMNIFICATION:** To the fullest extent permitted by law, TMA shall indemnify, defend and hold harmless the PROPERTY APPRAISER, TAX COLLECTOR, the taxing authorities, and their officials, agents, and employees, from and against all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and

FOR INFO ONLY

other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this contract or the actions of TMA or its officials, employees, agents, or contractors under this Agreement or under any agreements entered into by TMA in connection with this Agreement. This indemnification shall survive the termination of this Agreement.

b. **NON-DISCRIMINATION:** TMA represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.

c. **LAW CONTROLLING:** The laws of the state of Florida shall control and govern this Agreement.

d. **NON-ASSIGNMENT:** This Agreement is not assignable by any Party, by operation of law or otherwise.

e. **MODIFICATION:** This Agreement may be modified only by a written agreement executed by all Parties hereto.

f. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the Parties and no other agreement or modification to this agreement, expressed or implied, shall be binding on any Party unless same shall be in writing and signed by all Parties. This Agreement may not be orally modified. Any modifications must be in writing, expressly titled a modification or addendum to this Agreement, attached to this Agreement, and signed by all Parties.

g. **SEVERABILITY:** Should any provision, portion, or application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Agreement, the Parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this Agreement, the Agreement will be immediately terminated, subject to the public records provisions herein.

h. **HEADINGS:** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by all Parties, and no purposes of interpretation shall be made to the contrary.

FOR INFO ONLY

i. **NOTICE:** Any notices to be given or submitted by any Party to the others pursuant to this Agreement shall be made in writing and sent by first class mail, postage paid or by hand delivery to:

PROPERTY APPRAISER:
BREVARD COUNTY PROPERTY APPRAISER
400 South Street
Titusville, FL 32780
ATTN: Dana Blickley, Property Appraiser

TAX COLLECTOR:
BREVARD COUNTY TAX COLLECTOR
400 South Street
Titusville, FL 32780
ATTN: Lisa Cullen, Tax Collector

TMA:
TAX MANAGEMENT ASSOCIATES, INC
2225 Coronation Blvd.
Charlotte, NC 28227
ATTN: Richard Cooke, Jr., Chief Executive Officer

FOR INFO ONLY

EXECUTED AND ENTERED INTO BY THE PARTIES HERETO.

PROPERTY APPRAISER AUTHORIZED SIGNATURE:

_____ DATE:_____

Dana Blickley
TITLE: As PROPERTY APPRAISER
BREVARD COUNTY PROPERTY APPRAISER

STATE OF FLORIDA
COUNTY OF BREVARD
The foregoing instrument was acknowledged before me this _____ day of _____**, 2017,** by, **Dana Blickley as Brevard County Property Appraiser**, who is personally known to me or has produced _____ as identification._____

_____
Notary Public Signature _____ Notary Seal:

TAX COLLECTOR AUTHORIZED SIGNATURE:

_____ DATE:_____

Lisa Cullen
TITLE: As TAX COLLECTOR
BREVARD COUNTY TAX COLLECTOR

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this **_____** day of **_____, 2017, by Lisa Cullen as Brevard County Tax Collector**, who is personally known to me or has produced _____ as identification._____

_____
Notary Public Signature _____ Notary Seal:

TMA AUTHORIZED SIGNATURE:

_____ DATE:_____

Richard Cooke, Jr.
TITLE: As CHIEF EXECUTIVE OFFICER
TAX MANAGEMENT ASSOCIATES, INC

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this **_____** day of **_____, 2017,** by, **_____ as _____ of _____, on behalf of the company**, who is personally known to me or has produced _____ as identification.

_____
Notary Public Signature _____ Notary Seal:

FOR INFO ONLY

APPROVED AS TO LEGAL FORM AS TO
THE PROPERTY APPRAISER AND TAX
COLLECTOR ONLY BY THE
OFFICE OF GENERAL COUNCIL, BREVARD COUNTY

Signature: _____

Agreement for Use of Property Tax Collections to Fund Exemption Audit Services

THIS AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2017, by and between the BREVARD COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), BREVARD COUNTY TAX COLLECTOR ("TAX COLLECTOR"), and the undersigned Local Governing Boards of the TAXING AUTHORITIES of Brevard County, hereinafter referred to collectively as the "TAXING AUTHORITIES."

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax exemptions, including homestead exemption, and the preparing and filing of tax liens for back taxes related to the removal of undeserved exemptions; and

WHEREAS, the TAX COLLECTOR is responsible under Florida law for the collection and distribution of ad valorem property taxes, including back taxes and tax liens, and associated penalties, fees, and interest; and

WHEREAS, the TAXING AUTHORITIES receive local property tax revenue to fund essential public services; and

WHEREAS, the Parties to this Agreement recognize that there may be property owners on the Brevard County tax roll claiming undeserved and/or fraudulent personal exemptions from ad valorem property tax, such as the homestead exemption, (hereinafter collectively referred to as "Personal Exemptions"), which reduces property tax revenue and unfairly shifts the property tax burden to other property owners; and

WHEREAS, the PROPERTY APPRAISER and TAX COLLECTOR intend to contract with TAX MANAGEMENT ASSOCIATES, INC. ("TMA") for audit services to identify properties with undeserved Personal Exemptions for the purpose of collecting taxes due on those properties, which funds would otherwise be unavailable to the TAXING AUTHORITIES (hereinafter the "TMA Audit Agreement"); and

WHEREAS, TMA shall provide said audit services in exchange for the fee established in the TMA Audit Agreement, which consists of an amount equal to twenty-eight percent (28%) of any tax, penalties, and interest collected from back taxes assessed or tax liens filed by the PROPERTY APPRAISER on parcels identified through a TMA audit as having undeserved Personal Exemption(s) (hereinafter, the "Fee"); and

WHEREAS, the Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the removal of Personal Exemptions as a result of audits performed by TMA, and shall not constitute a pledge or general obligation of tax funds or create an obligation

on the TAXING AUTHORITIES to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which the Agreement is executed; and

NOW, THEREFORE, the PROPERTY APPRAISER, TAX COLLECTOR, and undersigned TAXING AUTHORITY, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

TERMS

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.

2. Authorization of Reduced Collections for Fee Payment:

The undersigned TAXING AUTHORITY authorizes the TAX COLLECTOR to deduct TMA's Fee, as established in the TMA Audit Agreement, from the total property tax, penalties and interest collected as the result of the removal of Personal Exemption(s) pursuant to TMA audits. The TAX COLLECTOR shall distribute the remaining tax revenue to the undersigned TAXING AUTHORITY according to governing Florida law.

This Agreement does not constitute a pledge or general obligation of ad valorem taxation, or create any obligation on any TAXING AUTHORITY to appropriate or make monies available for any tax year, and does not create the right in any party to compel the exercise of the ad valorem taxing power of any TAXING AUTHORITY.

The TAX COLLECTOR shall annually make available to each TAXING AUTHORITY an accounting of all tax proceeds collected pursuant to the TMA Audit Agreement, the Fees paid to TMA, and the total funds distributed to each TAXING AUTHORITY.

3. Term & Termination: This Agreement shall be effective as of the date of execution for an initial term of twelve (12) months. Thereafter, the Agreement shall renew automatically on an annual basis until such time as the TMA Audit Agreement is terminated or otherwise expires. Upon termination or expiration of the TMA Audit Agreement, this Agreement automatically expires except for such provisions as survive termination as further agreed herein.

Any TAXING AUTHORITY may opt out of this Agreement provided it notifies the PROPERTY APPRAISER and TAX COLLECTOR in writing at least ninety (90) days before the end of a fiscal year. The option shall be effective upon the first day of the following fiscal year.

The parties acknowledge that TMA audit services shall not be provided for any parcel in a specific tax district if any TAXING AUTHORITY in that tax district does not sign, or

subsequently withdraws from, an agreement or memorandum of understanding for use of property tax collections to fund exemption audit services.

Upon termination of this Agreement, Fees for all audits completed by TMA in effected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the TMA Audit Agreement. Because tax liens may not be paid within the term of this Agreement, the authorization of reduced collections for Fee payment shall survive the termination of the Agreement, and shall terminate upon the later of the collection and payment of all liens related to TMA audits, or the expiration of such liens as a matter of Florida law.

4. Severability: Should any provision, portion, or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Agreement, the parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this agreement, the agreement will be immediately terminated, subject to the termination provisions herein.

5. Public Records: The parties are public agencies subject to Florida's public records laws, including records retention, production, and confidentiality provisions. The PROPERTY APPRAISER and TAX COLLECTOR agree to retain all records maintained by their agencies and associated with the performance of this Agreement in compliance with applicable Florida records retention schedules, and to make all non-confidential or exempt records available for inspection or copying upon request and in compliance with Florida's public records laws.

6. Liability: The PROPERTY APPRAISER retains sole discretion and authority to grant, deny or remove exemptions, or file liens for undeserved Personal Exemptions in accordance with Florida law. All legal costs involving appeals of the removal of Personal Exemptions resulting from audits shall be the responsibility of the PROPERTY APPRAISER. The undersigned TAXING AUTHORITY has no decision-making authority in relation to exemptions or liens under this Agreement and assumes no liability for any claims, damages, losses, or expenses, direct, indirect or consequential, arising out of or resulting from the actions of TMA, the PROPERTY APPRAISER, or the TAX COLLECTOR under this Agreement or the TMA Audit Agreement.

7. Notice: Any notice required to be given under this Agreement shall be made in writing and sent by first class mail, postage paid, or by hand delivery to, the contact and address for the party as it appears on the signatory page of this Agreement.

8. Applicable Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

9. Sole Benefit: This Agreement is for the sole benefit of the parties hereto, and in no event shall this Agreement be construed to be for the benefit of any third party, nor shall any party be liable for any loss, liability, damages or expenses to any person not a party to this Agreement.

10. Headings: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

11. Execution: The parties agree that this Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

PROPERTY APPRAISER:

DATE:

DANA BLICKLEY, CFA
PROPERTY APPRAISER
400 SOUTH STREET
TITUSVILLE, FL 32780
321-264-6700

APPROVED AS TO LEGAL FORM

For the Property Appraiser:
Signature: _____

TAX COLLECTOR:

DATE:

LISA CULLEN, CFC
TAX COLLECTOR
400 SOUTH STREET
TITUSVILLE, FL 32780
321-264-6969

APPROVED AS TO LEGAL FORM

For the Tax Collector:
Signature: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

TAXING AUTHORITY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE SIGNED: _____

PRIMARY CONTACT: _____

ADDRESS 1: _____

ADDRESS 2: _____

CITY, STATE, ZIP: _____

PHONE: _____

EMAIL: _____

APPROVED AS TO LEGAL FORM

For the TAXING AUTHORITY:

Signature: _____

Name & Title: _____

Legislation Details (With Text)

File #:	17-72	**Version:**	1	**Name:**	January, 2017 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/31/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 01/31/2017. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.16 thru 01.31.17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	February 1, 2017
Agenda Date:	February 28, 2017
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 01/31/2017**.**

BACKGROUND:

The following reports for the period October 01, 2016 through January 31, 2017 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-16 thru 01-31-17

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 34

City Manager = 22

City of Cocoa CRA Board = 0

City Council = 12

Purchase Order Approvals 10-01-16 thru 01-31-17
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68897	10/12/2016	Pace Analytical Services, Inc.	$ 41,310.00	10/10/2016	John A. Titkanich, Jr. AICP
68908	10/12/2016	H&H Liquid Sludge Disposal Inc.	$ 50,000.00	10/10/2016	John A. Titkanich, Jr. AICP
69039	10/19/2016	Garganese, Weiss & D'Agresta	$ 50,000.00	10/18/2016	Matthew J. Fuhrer (Acting)
69126	10/27/2016	Cardno, Inc.	$ 42,715.00	10/26/2016	John A. Titkanich, Jr. AICP
69171	10/31/2016	CDM Smith Inc.	$ 49,000.00	10/28/2016	John A. Titkanich, Jr. AICP
69268	11/4/2016	Insource Software Solutions	$ 38,645.58	11/2/2016	John A. Titkanich, Jr. AICP
69292	11/7/2016	Odyssey Manufacturing	$ 43,000.00	11/4/2016	John A. Titkanich, Jr. AICP
69314	11/8/2016	Lisa Cullen, Tax Collector	$ 36,000.00	11/8/2016	John A. Titkanich, Jr. AICP
69349	11/15/2016	Fausnight Stripe & Line	$ 39,984.70	11/10/2016	John A. Titkanich, Jr. AICP
69425	11/28/2016	Quentin L. Hampton Asociates	$ 38,485.00	11/18/2016	Matthew J. Fuhrer (Acting)
69427	11/28/2016	Bussen Mayer Engineering	$ 39,476.80	11/18/2016	Matthew J. Fuhrer (Acting)
69429	11/28/2016	Fort Bend Services, Inc.	$ 40,662.00	11/18/2016	Matthew J. Fuhrer (Acting)
69432	11/28/2016	CDM Smith Inc.	$ 44,600.00	11/22/2016	John A. Titkanich, Jr. AICP
69464	11/30/2016	Water Resource Associates	$ 49,500.00	11/29/2016	John A. Titkanich, Jr. AICP
69619	12/27/2016	Ring Power Corporation	$ 37,061.00	12/21/2016	John A. Titkanich, Jr. AICP
69656	12/28/2016	Burnett Lime Company Inc.	$ 49,500.00	12/27/2016	John A. Titkanich, Jr. AICP
69701	1/4/2017	Ring Power Corporation	$ 40,066.70	1/4/2017	John A. Titkanich, Jr. AICP
69708	1/4/2017	Architects RZK Inc.	$ 36,441.85	12/30/2016	Matthew J. Fuhrer (Acting)
69795	1/18/2017	Quentin L. Hampton Associates	$ 35,200.00	1/18/2017	John A. Titkanich, Jr. AICP
69797	1/18/2017	Graybar Electric	$ 39,706.08	1/18/2017	John A. Titkanich, Jr. AICP
69827	1/24/2017	Underwater Solutions	$ 42,324.00	1/23/2017	Matthew J. Fuhrer (Acting)
69828	1/24/2017	Trane (Maitland)	$ 48,000.00	1/23/2017	Matthew J. Fuhrer (Acting)

22 Purchase Order Approved by City Manager

Prepared by Purchasing 2/1/2017

Purchase Order Approvals 10-01-16 thru 01-31-17
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 2/1/2017

Purchase Order Approvals 10-01-16 thru 01-31-17
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68880	10/11/2016	Cutwater Asset Management Corp.	$ 37,500.00	2/23/2010	City Council
68882	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68884	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68886	10/11/2016	Garganese, Weiss & D'Agresta	$ 35,000.00	8/29/2000	City Council
68983	10/17/2016	Florida Power & Light Miami	$ 35,000.00	9/27/2016	City Council
69033	10/19/2016	FL Dept of Corrections	$ 43,122.75	10/27/2015	City Council
69050	10/20/2016	Quentin L. Hampton Associates	$ 36,498.00	7/26/2016	City Council
69150	10/31/2016	Universal Steel of America, Inc.	$ 39,069.00	4/12/2016	City Council
69356	11/15/2016	DBI Demolition	$ 46,938.70	10/25/2016	City Council
69420	11/28/2016	United Self Insured Services	$ 49,000.00	9/27/2016	City Council
69651	12/27/2016	Tech Systems, Inc.	$ 48,900.00	10/11/2016	City Council
69653	12/27/2016	Glover Oil Company	$ 36,750.00	7/8/2014	City Council

12 **Purchase Order Approved by City Council**

Prepared by Purchasing 2/1/2017

Legislation Details (With Text)

File #:	17-79	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/3/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Fire Department January 2017 Fire Incident Summary Report. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fire Incident Summary Report Jan 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 3, 2017
Agenda Date: February 21, 2017
Prepared By: Jonathan D. Lamm, Deputy Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for January 2017

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Department for the month of January.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

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Fire Incident Summary Report

Print Date/Time: 02/03/2017 07:37
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2017
To Date: 01/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	12	**EMS:**	311	**Unknown:**	30	**All**	436
Average Calls per Day	**Fire:**	0.40	**EMS:**	10.37	**All:**	14.53		
Total Number of Arson Calls	**All:**	1						
Estimated Dollar Loss	**Fire:**	$116,000.00	**Other:**	$0.00	**All:**	$116,000.00	**Arson:**	$0.00
Estimated Value	**Fire:**	$200,000.00	**Other:**	$0.00	**All:**	$200,000.00	**Arson:**	$0.00
Percentage Saved	**Fire:**	4,200.00%	**Other:**	0.00%	**All:**	4,200.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	1	**Civilian Fire:**	1	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	0	**Arson:**	0		
Total Apparatus Responses	**All:**	514						
Average Responses per Day	**All:**	14.53						
Average Apparatus per Call	**Fire:**	3.58	**EMS:**	1.14	**All:**	1.18		
Average Turnout Time	**All:**	00:03:36						
Average Response Time	**All:**	00:04:34						
Average Contain Time	**All:**	00:12:30						
Average Total Time	**All:**	00:14:44						
Average Personnel per Call	**Fire:**	8.42	**EMS:**	3.31	**All:**	3.26		
Total Aid Given Calls	**All:**	51						
Total Aid Received Calls	**All:**	4						

Total Calls By Incident Group	Count	Average Response Time	Aid Given
100 - 199 Fire	12	00:04:57	2
200 - 299 Overpressure rupture, explosion, overheat - No fire	0		0
300 - 399 Rescue AND Emergency Medical Service incidents	311	00:04:23	32
400 - 499 Hazardous Conditions(No Fire)	1	00:07:21	0
500 - 599 Service Call	12	00:05:15	1
600 - 699 Good Intent Call	59	00:04:55	15
700 - 799 False Alarm AND False Call	10	00:07:02	1
800 - 899 Severe Weather & Natural Disaster	0		0
900 - 999 Special Incident Type	1	00:08:41	0

Fire Incident Summary Report

Print Date/Time: 02/03/2017 07:37
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2017
To Date: 01/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Total Calls By Incident Type	Count	Aid Given	Aid Received
100 100 Fire, other	3	1	0
111 111 Building fire	1	0	0
113 113 Cooking fire, confined to container	3	0	1
118 118 Trash or rubbish fire, contained	2	0	0
138 138 Off-road vehicle or heavy equipment fire	1	0	0
143 143 Grass fire	1	1	0
153 153 Construction or demolition landfill fire	1	0	0
311 311 Medical assist, assist EMS crew	1	1	0
321 3213 Invalid Assist	8	0	0
321 3212 BLS Medical	196	22	1
321 3211 ALS Medical	74	5	1
321 321 EMS call, excluding vehicle accident with injury	1	0	0
322 322 Motor vehicle accident with injuries	8	2	0
322 3222 Vehicle Accident w/inj BLS	12	0	0
322 3221 Vehicle Accident w/inj ALS	1	0	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	3	2	0
324 324 Motor vehicle accident with no injuries.	6	0	0
353 353 Removal of victim(s) from stalled elevator	1	0	0
400 400 Hazardous condition, other	1	0	0
511 511 Lock-out	1	0	0
550 550 Public service assistance, other	5	0	0
551 551 Assist police or other governmental agency	1	0	0
552 552 Police matter	2	0	0
554 554 Assist invalid	2	0	0
561 561 Unauthorized burning	1	1	0
611 611 Dispatched & canceled en route	32	12	0
622 622 No incident found on arrival at dispatch address	24	3	0
651 651 Smoke scare, odor of smoke	3	0	0
700 700 False alarm or false call, other	4	0	0
710 710 Malicious, mischievous false call, other	1	0	0
733 733 Smoke detector activation due to malfunction	1	1	0
735 735 Alarm system sounded due to malfunction	1	0	0
745 745 Alarm system activation, no fire - unintentional	3	0	1
911 911 Citizen complaint	1	0	0

Total Calls By Station	Count	Aid Given
31	93	2
32	186	30
33	157	19

Fire Incident Summary Report

Print Date/Time: 02/03/2017 07:37
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2017
To Date: 01/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Legislation Details (With Text)

File #:	17-83	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/7/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	FY 2017 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2017 January EXPENSE Budget Tracking Worksheet.pdf FY 2017 January REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 7, 2017
Agenda Date: February 28, 2017
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2017 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2017 thru January 31, 2017.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2017 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 1/31/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1103 - INFORMATION TECHNOLOGY					
11/30/16	001-1103-516.46-00	(3,890)	FUNDS FOR ARGENT NETWORK MONITORING SOFTWARE		641
	001-1103-516.68-10	3,890			
1	Budget Amendments/Transfers		Division 1103 Total	$0	
1600 - GENERAL OPERATIONS					
10/25/16	001-1600-513.39-00	(33,610)	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/18/16	001-1600-513.46-02	(10,050)	CITY HALL GENERATOR		534
	001-1600-513.64-00	10,050			
11/22/16	001-1600-513.39-00	(25,000)	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
12/21/16	001-1600-513.52-00	(6,000)	COVER COST OF CUBICLE REORG ON 3RD FLOOR		973
	001-1600-513.64-00	6,000			
12/30/16	001-1600-513.39-00	124,214	FIRE PENSIONS BUDGETED IN WRONG DIVISION.		1058
01/24/17	001-1600-581.91-30	660,000	TXFR TO CAP PROJ FNDS FRM GEN RSRV FOR 3 FIRE STATN		1442
6	Budget Amendments/Transfers		Division 1600 Total	$725,604	
2100 - POLICE ADMIN/OPERATIONS					
10/21/16	001-2100-521.52-00	2,016	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
12/05/16	001-2100-521.64-00	(10,080)	PD SECURED A LOWER PRICE FOR PATROL SHIELDS		703
	001-2100-521.52-00	10,080			
12/15/16	001-2100-521.64-00	(1,795)	CRIME SCENE STATION		881
	001-2100-521.68-10	1,795			
12/21/16	001-2100-521.52-00	(5,163)	PURCHASE 4 SWAT VESTS WITH BULLETPROOF GRANT		973
	001-2100-521.52-00	(3,151)			
	001-2100-521.64-00	8,314			
01/10/17	001-2100-521.52-00	(1,474)	ADD FNDS TO COVER PRCHSE OF JAIL VAN REPLACEMENT		1178
	001-2100-521.64-00	1,474			
5	Budget Amendments/Transfers		Division 2100 Total	$2,016	
2101 - POLICE COMMUNICATIONS					
10/21/16	001-2101-521.64-00	(2,016)	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
1	Budget Amendments/Transfers		Division 2101 Total	($2,016)	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2200 - FIRE ADMINISTRATION					
12/15/16	001-2200-522.52-00	(561)	FIRE INSPECTOR CELL PHONE		881
	001-2200-522.41-00	561			
1	Budget Amendments/Transfers		Division 2200 Total	$0	
2201 - FIRE OPERATIONS					
12/30/16	001-2201-522.22-02	(128,299)	FIRE PENSIONS BUDGETED IN WRONG DIVISION.		1058
	001-2201-522.34-00	4,085			
1	Budget Amendments/Transfers		Division 2201 Total	($124,214)	
3200 - ADMINISTRATION					
10/21/16	001-3200-515.61-00	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
10/25/16	001-3200-515.49-00	33,610	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/22/16	001-3200-515.34-00	25,000	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
12/30/16	001-3200-515.61-00	(111,317)	MAGNOLIA POINTE SUBDIVIS RECLASS FROM LAND		1057
	001-3200-515.49-00	111,317			
01/23/17	001-3200-515.49-00	3,000	UNANTICIPATED BREVARD CO CHARGE FOR TAX COLLECTION		1371
5	Budget Amendments/Transfers		Division 3200 Total	$179,610	
3205 - ECONOMIC DEVELOPMENT					
01/23/17	001-3205-559.48-00	(3,000)	UNANTICIPATED BREVARD CO CHARGE FOR TAX COLLECTION		1371
1	Budget Amendments/Transfers		Division 3205 Total	($3,000)	
3510 - PUBLIC WORKS MAINTENANCE					
11/08/16	001-3510-541.63-00	(16,702)	ADD FNDS FOR REMOVAL OF LIGHTING ON FISKE BLVD		402
	001-3510-541.63-00	16,702			
12/13/16	001-3510-541.63-00	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
2	Budget Amendments/Transfers		Division 3510 Total	$266,786	
3520 - PARKS & BEAUTIFICATION					
11/01/16	001-3520-572.34-09	(20,000)	MOWING CONTRACT		292
	001-3520-572.34-00	20,000			
1	Budget Amendments/Transfers		Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
12/07/16	001-3540-519.55-00	(500)	COVER INCREASED COSTS OF VERTICAL TIRE CAROUSEL		743
	001-3540-519.64-00	500			
1	Budget Amendments/Transfers		Division 3540 Total	$0	
3560 - FACILITY MANAGEMENT					
11/22/16	001-3560-519.46-00	(1,000)	COVER POSTAGE & FREIGHT FOR SPLASHPAD / RVRFNT PK		561
	001-3560-519.42-00	1,000			
1	Budget Amendments/Transfers		Division 3560 Total	$0	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3580 - CAPITAL PROJECTS MNGMT					
10/21/16	001-3580-519.62-00	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
1	Budget Amendments/Transfers		Division 3580 Total	$231,936	
27	Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,276,722**	
3230 - CRA ADMIN/OPERATIONS					
10/25/16	110-3230-559.39-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
01/25/17	110-3230-559.39-00	(1,908)	ENGINEERING REPORT ANLYS LEE WENNER PARK DAYSLPS		1418
	110-3230-559.34-00	1,908			
2	Budget Amendments/Transfers		Division 3230 Total	($6,942)	
2	Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
3230 - CRA ADMIN/OPERATIONS					
11/07/16	112-3230-559.83-02	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1	Budget Amendments/Transfers		Division 3230 Total	$3,748	
1	Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$3,748**	
1600 - GENERAL OPERATIONS					
01/24/17	201-1600-513.71-00	120,000	DEBT SVC ON FIRE PROTECT ASSESS REV BONDS, S 2016		1442
	201-1600-513.72-00	239,680			
1	Budget Amendments/Transfers		Division 1600 Total	$359,680	
1	Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$359,680**	
3580 - CAPITAL PROJECTS MNGMT					
10/25/16	301-3580-519.62-00	(65,000)	WETLAND MITITGATION AGREE FUND X-FER AGENDA 16-467		231
	301-3580-519.61-00	65,000			
01/24/17	301-3580-519.39-00	(1,080,000)	COST RELATED TO FIRE PROT ASS REV BOND AND CAP EXP		1445
	301-3580-519.39-00	(197,878)			
	301-3580-519.62-00	100,000			
	301-3580-519.73-00	197,878			
	301-3580-519.62-00	490,000			
	301-3580-519.62-00	490,000			
	301-3580-519.62-00	330,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
	301-3580-519.62-00	330,000			
3	Budget Amendments/Transfers		Division 3580 Total	$660,000	
3	Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$660,000**	
1515 - FIELD SERVICES					
10/19/16	421-1515-536.52-00	(1)	ORIGINAL QUOTE FOR ITRON WAS OFF BY $.19		144
	421-1515-536.46-00	1			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
12/13/16	421-4010-536.31-00	479,454	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
1	Budget Amendments/Transfers		Division 4010 Total	$479,454	
4020 - DYAL PLANT					
01/03/17	421-4020-536.46-00	(40,067)	EMERGENCY GENERATOR RNTL FOR DYAL WTP - PAY 2 INV		1080
	421-4020-536.44-00	40,067			
01/10/17	421-4020-536.46-00	(100,167)	EMERGENCY GENERATOR LEASE AT DYAL WTP FY 17		1215
	421-4020-536.44-00	100,167			
2	Budget Amendments/Transfers		Division 4020 Total	$0	
4055 - ENGINEERING					
10/21/16	421-4055-536.63-00	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
12/13/16	421-4055-536.63-00	14,750	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
	421-4055-536.63-00	15,400			
	421-4055-536.63-00	40,595			
	421-4055-536.63-00	42,100			
	421-4055-536.63-00	165,612			
	421-4055-536.63-00	244,882			
	421-4055-536.63-00	582,226			
	421-4055-536.63-00	1,872,357			
2	Budget Amendments/Transfers		Division 4055 Total	$3,831,563	
4120 - WATER RECLAMATION					
12/09/16	421-4120-536.46-00	(2,400)	ODOR CONTROL SYSTEM FOR SELLERS PLANT		783
	421-4120-536.34-00	2,400			
12/13/16	421-4120-536.63-00	1,389,940	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/24/17	421-4120-536.63-00	143,680	COVER CAP PROJ THAT WERE UNDER BUDGETED FOR FY17		1440
	421-4120-536.46-00	(4,500)	TASK ORD #46 ELECT OPER & MAINT PROJECT WS17CM		1441
	421-4120-536.63-00	4,500			
4	Budget Amendments/Transfers		Division 4120 Total	$1,533,620	
4125 - SEWER FIELD OPERATIONS					
12/13/16	421-4125-536.63-00	520,605	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/04/17	421-4125-536.63-00	(400,000)	FUNDS BUDGETED UNDER WRNG PROJECT NUMBER		1099
	421-4125-536.63-00	400,000			
2	Budget Amendments/Transfers		Division 4125 Total	$520,605	
12	Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$6,365,242**	
3570 - STORMWATER UTILITY					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/24/16	423-3570-538.63-00	(1,600)	PURCHASE OF 3.25 ACRES FOR DIAMOND SQ RDA	199
	423-3570-538.61-00	1,600		
10/25/16	423-3570-538.63-00	(84,400)	PURCH 3.25 ACRES FROM FL FOR DIAM. SQ STORMWATER	232
	423-3570-538.61-00	84,400		
01/10/17	423-3570-538.63-00	(55,332)	BID COSTS FOR SW16FS WERE HIGHER THAN BUDGETED.	1216
	423-3570-538.63-00	55,332		
	423-3570-538.63-00	(169,668)	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT	1217
	423-3570-538.39-00	(83,332)		
	423-3570-538.63-00	83,332		
	423-3570-538.63-00	152,630		
	423-3570-538.63-00	169,668		
01/23/17	423-3570-538.63-00	(1,000)	BALANCE FUNDS DUE TO BAF AGND 16-657 and REQ 32279	1372
	423-3570-538.63-00	1,000		

5 Budget Amendments/Transfers	Division 3570 Total	$152,630	
5 Total Budget Amendments/Transfers	**STORMWATER UTILITY**	**$152,630**	

51 Transfers & Amendments between 10/1/2016 and 1/31/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS	**8,811,080**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2017 - Budget Tracking Worksheets\January 2017\January FY 2017 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

FY 2017 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 1/31/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/21/16	001-0000-389.99-50	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
	001-0000-389.99-50	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
12/13/16	001-0000-389.99-50	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
01/24/17	001-0000-389.99-50	660,000	TXFR TO CAP PROJ FNDS FRM GEN RSRV FOR 3 FIRE STATN		1442
4	Budget Amendments/Transfers		Division 0000 Total	$1,276,722	
4	Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,276,722**	
10/25/16	110-0000-338.00-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
1	Budget Amendments/Transfers		Division 0000 Total	($6,942)	
1	Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
11/07/16	112-0000-338.00-00	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1	Budget Amendments/Transfers		Division 0000 Total	$3,748	
1	Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$3,748**	
01/24/17	201-0000-325.12-01	359,680	DEBT SVC ON FIRE PROTECT ASSESS REV BONDS, S 2016		1442
1	Budget Amendments/Transfers		Division 0000 Total	$359,680	
1	Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$359,680**	
01/24/17	301-0000-381.91-01	660,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
1	Budget Amendments/Transfers		Division 0000 Total	$660,000	
1	Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$660,000**	
10/21/16	421-0000-389.99-50	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
12/13/16	421-0000-389.99-50	2,571,011	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
	421-0000-389.99-50	2,796,910			
01/24/17	421-0000-389.99-50	143,680	COVER CAP PROJ THAT WERE UNDER BUDGETED FOR FY17		1440
3	Budget Amendments/Transfers		Division 0000 Total	$6,365,242	
3	Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$6,365,242**	
01/10/17	423-0000-389.99-50	152,630	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
1	Budget Amendments/Transfers		Division 0000 Total	$152,630	
1	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$152,630**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
12	**Transfers & Amendments between 10/1/2016 and 1/31/2017**			
			FY 2017 TOTAL TRANSFERS & AMENDMENTS	**8,811,080**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2017 - Budget Tracking Worksheets\January 2017\January FY 2017 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 2/7/2017

Legislation Details (With Text)

File #:	17-84	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/7/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order and Contigency Report 1 31 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 7, 2017
Agenda Date: February 28, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of January 31, 2017. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account # (applied to contingency)	All Fiscal Years Cumulative (as of 1/31/2017)	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS0904													
Op. Rev.		305,000.00	1/10/2017	2017-08									
Project Manager:		27,500.00	contingency authorized										
account #	421-4125-536-63-00	277,500.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
	Vendor name Insituform Tech, LLC # 69897		FY17 PO Issue		32320	277,500.00	277,500.00			277,500.00		n/a	
	Bid No.City of Daytona Bid Contract 0113-1010												
		27,500	^contingency balance-->										
WS17DS													
Op. Rev.		616,630.00	1/10/2017	2017-06									
Project Manager: Stormwater WAWA		56,967.00	contingency authorized										
account #	423-3570-538-63-00	559,663.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
	Vendor name 520 & Fiske, LLC # 69866		FY17 PO Issue		32279	460,830.00	460,830.00			460,830.00		n/a	
		56,967	^contingency balance-->										
CP11FS	Fleet Garage Addition												
Op. Rev.		202,887.00	10/11/2016	2016-109									
Project Manager:		10,000.00	contingency authorized										
account #	001-3580-519-62-00	192,887.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
	Vendor name PARKIT CONSTR. PO # 69152		FY17 PO Issue		31559	192,886.65	192,886.65			192,886.65	$ 99,720.80	n/a	n/a
	Bid No. B-16-03-COC Fleet												
		10,000	^contingency balance-->										
PW1501	Porcher House Roof												
Op. Rev.		51,100.00	10/11/2016	2016-108									
Project Manager:		1,100.00	contingency authorized										
account #	001-3580-519-46-02	50,000.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
	Vendor Tech Systems PO# 69651		FY17 PO Issue	FY 2017	32109	48,900.00	48,900.00			48,900.00		n/a	n/a
		1,100	^contingency balance-->				v						
PW08PL	Florida Ave Streetscape												
Op. Rev.		606,870.00	7/26/16 #16-266	2016-85									
Project Manager:		51,536.00	contingency authorized										
account #	423-3570-538-63-00	555,334.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
multi-year, multi-phase, multi-account project													
	Vendor DP Development PO# 68774/69109		FY16 PO Issue	FY 2016	31032	38,828.00	38,828.00		38,828.00		$ 98,897.00	$ 34,945.20	n/a
	Bid No. B-16-10-COC		*PO 68774 FY16 Year End PO Liquidated*			(3,882.80)	34,945.20		34,945.20				
			FY17 PO Issue	FY 2017	31352	504,347.39	539,292.59		34,945.20	504,347.39			
		51,536	^contingency balance-->				v						
WS1506	Florida Ave Streetscape												
Op. Rev.		1,909,332.00	7/26/16 #16-266	2016-84									
Project Manager:		312,139.00	contingency authorized										
account #	421-4055-536-63-00	1,597,193.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
multi-year, multi-phase, multi-account project													
	Vendor Bussen Mayer Engineering PO# 69303		FY17 PO Issued	FY 2017	31718	1,550,639.25	1,550,639.25			1,550,639.25	$ 581,920.64	$ -	n/a
	Bid No. B-16-10-COC												
		312,139	^contingency balance-->				v						

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
CD1105	Florida Ave Streetscape												
		1,282,313.00	7/26/16 #16-266	2016-83									
Project Manager:		126,817.00	contingency authorized										
account #	001-3510-541-63-00	1,155,496.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
multi-year, multi-phase, multi-account project													
	Vendor DP Development PO#69108												n/a
	Bid No. B-16-10-COC		FY17 PO Issue	FY2017	31326	1,034,235.07	1,034,235.07		-	1,034,235.07	$ 176,745.76		
		126,817	^contingency balance-->										
WS16UP	Utility Privatization												
Op. Rev.		1,531,934.00	7/26/16 #16-298	2016-74									
Project Manager:		283,806.00	contingency authorized										
account #	421-4055-536-63-00	1,248,128.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
	Vendor name CH2M Hill PO#	**This project was assigned the wrong project number WS17AF**		FY 2017	Pending		-			-		$ -	n/a
	Bid No.												
		283,806	^contingency balance-->				v						
WSLS04	Lift Station #4 Improvements												
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)	2016-63									
Project Manager:		56,170.00	contingency authorized										
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
	Vendor name: L7 Construction Inc PO# 68449/69693		FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00		561,700.00		$ 21,600.00	$ 27,000.00	n/a
	Bid No. B-16-14-COC		*PO 68449 FY16 Year-End PO Liquidation*			(534,700.00)	27,000.00	-	27,000.00				
			FY 2017 PO Issued	FY 2017	32068	534,700.00	561,700.00		27,000.00	534,700.00			
			CO#1		32196	3,418.82	565,118.82		27,000.00	538,118.82			
		52,751	^contingency balance-->										
WS1222	WRF Motor Controls Sellers												
Op. Rev.		2,334,400.20	4/12/2016	2016-37									
Project Manager:		212,218.20	contingency authorized										
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
	Vendor name Chinchor Electric Inc PO# 68119/69705		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00		2,122,182.00		$ 189,505.35	$ 183,433.33	n/a
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33		183,433.33				
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00		183,433.33	1,938,748.67			
			CO#1		32212	119,650.85	2,241,832.85		183,433.33	2,058,399.52			
		92,567	^contingency balance-->										
CP16F3	Fire Station #3 Design												
Op. Rev.	SR524	161,916.30	12/8/2015	2016-16									
Project Manager:		7,710.30	contingency authorized 5%										
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
	Vendor name Architects Design Group/Architects RZK		FY16 PO Issue	FY2016	29395	154,206.00	154,206.00	-	154,206.00		$ 604.47	$ 123,672.40	n/a
	PO#67485/69346/69708		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00		160,666.00				
			PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40		123,672.40				
	Bid No. RFQ-11-12-COC		FY 2017 PO Issue	FY 2017	31768	551.75	124,224.15		123,672.40	551.75			
					31768	52.72	124,276.87		123,672.40	604.47			
					32160	36,441.85	160,718.72		123,672.40	37,046.32			
		1,197.58	^contingency balance-->										

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
CP16F2	Fire Station #2 Design Bronson												
Op. Rev.		118,490.20	1/12/2016	2016-15 2016-104									
Project Manager:		15,166.20	contingency authorized 5% 9/27/16 Council Approved Increase										
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name Architects Design Group			FY16 PO Issue	FY2016	29612	103,324.00	103,324.00		103,324.00		$ 10,130.43	$ 75,350.09 n/a
	PO#67486/69348/69645												
	Bid No. RFQ-11-12-COC			CO#2		30996	9,992.00	113,316.00		113,316.00			
				FY16 Liquidation			(37,965.91)	75,350.09		75,350.09			
	**to Council 9/27/16 to add $10,000 to contingency*			*FY 17 PO Issue #69348*	FY2017	31770	6,143.40	81,493.49		75,350.09	6,143.40		
				PO#69645		32092	3,775.00	85,268.49		75,350.09	9,918.40		
				CO#1		32264	774.53	86,043.02		75,350.09	10,692.93		
		5,174	^contingency balance-->										
* Fire Stations 1 and 2 were switched after Council													
CP16F1	Fire Station Dixon												
Op. Rev.		203,854.95	2/23/2016	2016-14									
Project Manager:		7,280.95	contingency authorized 5%										
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
		50,955.00	4/12/16 V.9										
	Vendor Name Architects Design Group			FY16 PO Issue	FY2016	29610	145,619.00	145,619.00		145,619.00		$ 2,119.60	$ 121,018.40 n/a
	PO#67682/69347												
	Bid No. RFQ-11-12-COC			*CO # 1 Design Criteria EOC at Fire Headquarters*		30171	50,955.00	196,574.00		196,574.00			
				CO #2 Landscaping & design changes		30995	2,600.00	199,174.00		199,174.00			
				PO 67682 FY16 Year-End PO Liquidation			(78,155.60)	121,018.40		121,018.40			
				FY 17 PO Issue	FY2017	31769	2,119.60	123,138.00		121,018.40	2,119.60		
* Fire Stations 1 and 2 were switched after Council		4,681	^contingency balance-->										
WS1402	Surface Water Plant Clearwell Addition and Reject Pond Rehab - Engineering Services												
Op. Rev.		9,425,900.00	12/8/2015	2015-091									
Project Manager:		856,900.00	contingency authorized										
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name PETTICOTT-SCHMITT PO#67619/69660			FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00	$ 8,569,000.00			$ 591,562.06	$ 1,820,482.23 n/a
	Bid No. B-15-23-COC			*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00	8,636,311.00				
				PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23	1,820,482.23				
					FY2017	31822	6,815,828.77	8,636,311.00	1,820,482.23	6,815,828.77			
				CO#1		32217	1,243.00	8,637,554.00	1,820,482.23	6,817,071.77			
				CO#2		32311	77,406.00	8,714,960.00	1,820,482.23	6,894,477.77			
		710,940	^contingency balance-->										
WS16MC	Relocate/Replace 12" and Smaller AC WM Cocoa Beach Minuteman Cswy Streetscape												
Op. Rev.		659,839.00	12/8/2015	2015-085									
Project Manager:		59,985.00	contingency authorized										
account #	421-4055-536-63-00	599,854.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name Certified General Contractors PO#			FY16 PO Issue	FY2016	29456	599,854.00	599,854.00		599,854.00		$ 55,643.12	$ 381,822.97 n/a
	67555/69428												
	Bid No. Sole Source			*PO 67555 FY16 Year-End PO Liquidation*			(218,031.03)	381,822.97		381,822.97			
	Project number changing WS16MC				FY2017	31828	198,041.88	579,864.85		381,822.97	198,041.88		
						31957	19,989.15	599,854.00		381,822.97	218,031.03		
				CO#1		31957	15,664.82	615,518.82		381,822.97	233,695.85		
		44,320	^contingency balance-->										

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY17Cum.		FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements													
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00								
Project Manager:		110,347.00	10% contingency authorized of $1,103,473											
account # 421-4055-536-63-00		1,103,473.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum				
	Vendor Name Brandes Design-Build, Inc. PO # 67359/69616		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00	1,103,473.00					$ 800,374.00	$ 220,050.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00	220,050.00						
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00	220,050.00	883,423.00					
			CO#1		29489	7,268.19	1,110,741.19	220,050.00	890,691.19					
			CO#2		30181	7,419.37	1,118,160.56	220,050.00	898,110.56					
			CO#3		30320	32,643.88	1,150,804.44	220,050.00	930,754.44					
			PO 67359 FY16 Year-End PO Liquidation			(130,380.44)	1,020,424.00	220,050.00	800,374.00					
				FY2017	31997	130,380.44	1,150,804.44	220,050.00	800,374.00	130,380.44				
		63,016	^contingency balance-->											
WS1001	Industrial Park Pump Station													
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138										
Project Manager:		444,500.00	10% contingency authorized			63-00								
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum				
	Vendor Name Brandes Design-Build. PO #67318		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00	4,445,000.00					$ 875,143.30	$ 2,959,457.53
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41	4,486,985.41						
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91	4,501,559.91						
	Quentin Hampton P.O. #67460/69493		*PO 65207 FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53	2,959,457.53						
			FY16 PO Issue PO# 67318	FY2016	29192	1,542,102.38	4,501,559.91	2,959,457.53	1,542,102.38		v		$ 798,358.61	
			TO 2015-67 P.O. 67455 TO CH2M for Scada Programing		29315	21,434.07	4,522,993.98	2,959,457.53	1,563,536.45		v		$ 8,814.92	
			PO# 67460 to QLH for SDC		29381	53,001.11	4,575,995.09	2,959,457.53	1,616,537.56		v		$ 67,969.77	
	CH2M PO #67455		*CO # 1 PO 67460 Additional Services Industrial Park*		29593	23,033.00	4,599,028.09	2,959,457.53	1,639,570.56					
			CO#1 PO 67318		29647	53,686.38	4,652,714.47	2,959,457.53	1,693,256.94			$ 11,510.75		
			CO#2 install electronic indicators PO 67318		30007	8,917.65	4,661,632.12	2,959,457.53	1,702,174.59					
			CO#2 additional inspection services PO# 67460		30758	18,000.00	4,679,632.12	2,959,457.53	1,720,174.59					
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32	2,959,457.53	913,826.79					
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98	2,959,457.53	887,762.45					
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83	2,959,457.53	875,143.30					
			PO#69493	FY 2017	31910	26,064.34	3,860,665.17	2,959,457.53	875,143.30	26,064.34				
		209,868	^contingency balance-->											
WS1117	SCADA Support Hardware Integration Services													
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090										
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00							
account #421-4055-536.63-00		2,316,644.00	exp authorized before contingency											
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5				Cumulative	FY15 cum	FY16 cum	FY17 cum				
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00					$ 1,356,251.34	$ 1,544,805.10
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				-							
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00	2,316,644.00					
					26634		(2,316,644.00)		-					
			CO#1-account number change only 421-4055-536.63-00		26634	2,253,869.00	62,775.00	2,316,644.00	2,316,644.00					
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00	2,914,274.00					
			CO#3-to correct CO#2 internal use only to put into right account		n/a			2,914,274.00	2,914,274.00					
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10	1,544,805.10					
	CH2M Hill Engineers, Inc. FY2016 PO# 67262/		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00	1,544,805.10	1,369,468.90				
			FY16 Year-End PO Liquidation			(13,217.56)		2,901,056.44	1,544,805.10	1,356,251.34				
	Same project, different task orders, not from "contingency"			FY2017				2,901,056.44	1,544,805.10	1,356,251.34	-			
	CH2M Hill Engineers, Inc. PO# 67260													
	CH2M Hill Engineers, Inc. PO# 67261													
	CH2M Hill Engineers, Inc. PO# 67263													
	CH2M Hill Engineers, Inc. PO# 67264													
		231,664	^contingency balance-->											

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS1426	Dyal Water Treatment Plant Switchgear & Generator Closed Loop Transition Upgrade												
Op. Rev.		645,947.00	7/8/14 V.3	2014-064									
		120,100.00	3/10/15, V.2	no Resolution: project amendment									
Project Manager:		47,804.00	10% contingency authorized			63-00							
account #421-4055-536.63-00		478,043.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum	FY17 cum			
	IEM Power Systems LLC PO# 64076		FY14 PO Issue	FY 2014	25120	478,043.00	478,043.00					$ 347,995.57	$ 246,351.60
	Bid No. B-14-12-COC		*FY14 Year-End PO Liquidation*			(478,043.00)	-						
	IEM Power Systems LLC PO#65274		FY15 PO Issue	FY 2015	26591	478,043.00	478,043.00	478,043.00					
	Bid No. B-14-12-COC		*CO #1 add funds by Council Approval 3/10/15, V2*		27169	110,600.00	588,643.00	588,643.00					
			FY15 Year End PO Liquidation			(342,291.40)	246,351.60	246,351.60					
	IEM Power Systems LLC FY2016 PO#67525		FY16 PO Issue	FY2016	29418	342,291.40	588,643.00	246,351.60	342,291.40				
	IEM Power Systems LLC FY2017 PO#69606		CO#1 rental of storage POD		30635	345.00	588,988.00	246,351.60	342,636.40				
			CO#2 add'l costs for delay in construction		30658	1,750.00	590,738.00	246,351.60	344,386.40				
			CO#3 add'l costs for delay in construction		30676	4,050.00	594,788.00	246,351.60	348,436.40				
			FY16 Year-End PO Liquidation			(440.83)	594,347.17	246,351.60	347,995.57				
				FY 2017	31982	440.83	594,788.00	246,351.60	347,995.57	440.83			
			CO#1		32144	1,800.00	596,588.00	246,351.60	347,995.57	2,240.83			
		39,859	^contingency balance-->										

Legislation Details (With Text)

File #:	17-85	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/7/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By ClassificationReport January 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 7, 2017
Agenda Date: February 28, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending January 2017 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

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- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.



FY 2017 Budget by Classification Report - Summary Listing

Through 1/31/2017

Target for January is 33%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,052,116		$ 4,613,842.45	$ 2,438,273.55	65%
OTHER PERMITS AND FEES	$ 3,412,358		$ 1,662,759.48	$ 1,749,598.52	49%
INTERGOVERNMENTAL	$ 3,228,830		$ 530,299.83	$ 2,698,530.17	16%
CHARGES FOR SERVICES	$ 11,159,533		$ 3,501,592.46	$ 7,657,940.54	31%
FINES AND FORFEITURES	$ 24,000		$ 4,264.63	$ 19,735.37	18%
MISCELLANEOUS	$ 803,618		$ 209,974.27	$ 593,643.73	26%
OTHER SOURCES (NON-REVENUE)	$ 12,617,989		$ 11,656,115.10	$ 961,873.90	92%
REVENUE TOTALS	**$ 38,298,444**		**$ 22,178,848.22**	**$ 16,119,595.78**	**58%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,807,133	$ 6,151.80	$ 6,154,606.36	$ 14,646,374.84	30%
OPERATING EXPENDITURES	$ 10,765,805	$ 2,683,975.27	$ 2,556,873.32	$ 5,524,956.41	49%
CAPITAL OUTLAY	$ 4,000,153	$ 1,946,030.85	$ 539,266.72	$ 1,514,855.43	62%
GRANTS, AIDS AND OTHER	$ 2,725,353	$ -	$ 10,679,054.34	$ (7,953,701.34)	392%
EXPENSE TOTALS	**$ 38,298,444**	**$ 4,636,157.92**	**$ 19,929,800.74**	**$ 13,732,485.34**	64%
REVENUE TOTALS	**$ 38,298,444**	**$ -**	**$ 22,178,848.22**	**$ 16,119,595.78**	**58%**
EXPENSE TOTALS	**$ 38,298,444**	**$ 4,636,157.92**	**$ 19,929,800.74**	**$ 13,732,485.34**	**64%**
	$ -	**$ (4,636,157.92)**	**$ 2,249,047.48**		

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	405,810	178,223.32	44	1,623,240	4,128,748.26	254	4,869,722	740,973.74
20	00	DELINQUENT TAXES	1,250	.00		5,000	1,582.22	32	15,000	13,417.78
25	00	PENALTIES RE: TAXES	416	57.78	14	1,664	4,314.63	259	5,000	685.37
30	00	TAX CERTIFICATES	16,666	.00		66,664	.00		200,000	200,000.00
311	**	AD VALOREM	424,142	178,281.10	42	1,696,568	4,134,645.11	244	5,089,722	955,076.89
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	29,166	30,503.44	105	116,664	61,350.95	53	350,000	288,649.05
312	**	SALES USE AND FUEL TAXES	29,166	30,503.44	105	116,664	61,350.95	53	350,000	288,649.05
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	82,402	76,609.06	93	329,608	245,275.64	74	988,824	743,548.36
40	00	GAS	1,722	1,601.25	93	6,888	3,014.73	44	20,673	17,658.27
80	00	PROPANE	969	2,459.34	254	3,876	6,348.58	164	11,639	5,290.42
314	**	UTILITY SERVICE TAX	85,093	80,669.65	95	340,372	254,638.95	75	1,021,136	766,497.05
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	35,104	32,035.83	91	140,416	22,707.69	16	421,258	398,550.31
315	**	COMMUNICATION SERVICE TAX	35,104	32,035.83	91	140,416	22,707.69	16	421,258	398,550.31
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	2,921.06	21	56,664	140,499.75	248	170,000	29,500.25
316	**	LOCAL BUSINESS TAX	14,166	2,921.06	21	56,664	140,499.75	248	170,000	29,500.25
310	***	TAXES	587,671	324,411.08	55	2,350,684	4,613,842.45	196	7,052,116	2,438,273.55
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	20,833	13,520.77	65	83,332	222,977.74	268	250,000	27,022.26
10	00	TRAINING SURCHARGE	58	712.76	1229	232	712.76	307	700	12.76-
322	**	BUILDING PERMITS	20,891	14,233.53	68	83,564	223,690.50	268	250,700	27,009.50
323		FRANCHISE FEES								
10	00	ELECTRICITY	66,587	57,519.40	86	266,348	71,255.38	27	799,054	727,798.62
40	00	GAS	1,846	1,817.08	98	7,384	2,567.42	35	22,158	19,590.58
70	00	SOLID WASTE	14,703	15,075.61	103	58,812	61,072.32	104	176,446	115,373.68
323	**	FRANCHISE FEES	83,136	74,412.09	90	332,544	134,895.12	41	997,658	862,762.88
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	166,250	100,686.42	61	665,000	1,295,238.92	195	1,995,000	699,761.08

FUND 001 GENERAL FUND

ACCOUNT			ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320			OTHER PERMITS & FEES								
325			SPECIAL ASSESSMENT								
	12	02	DELINQUENT TAX	666	.00		2,664	327.99	12	8,000	7,672.01
	12	03	PENALTIES	83	.00		332	230.64	70	1,000	769.36
	12	04	TAX CERTIFICATES	12,500	.00		50,000	.00		150,000	150,000.00
	12	*	SERVICE	179,499	100,686.42	56	717,996	1,295,797.55	181	2,154,000	858,202.45
325		**	SPECIAL ASSESSMENT	179,499	100,686.42	56	717,996	1,295,797.55	181	2,154,000	858,202.45
329			OTHER PERMITS & FEES								
	00	00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
	10	00	REPOSITORY FEES	0	.00		0	.00		0	.00
	20	00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
	25	00	PLANNING AND ZONING	833	5,019.60	603	3,332	8,376.31	251	10,000	1,623.69
	30	00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
	35	00	FIRE INSPECTIONS	0	.00		0	.00		0	.00
329		**	OTHER PERMITS & FEES	833	5,019.60	603	3,332	8,376.31	251	10,000	1,623.69
320		***	OTHER PERMITS & FEES	284,359	194,351.64	68	1,137,436	1,662,759.48	146	3,412,358	1,749,598.52
330			INTERGOVERNMENTAL REVENUE								
331			FEDERAL GRANTS								
	10	02	BROWNFIELDS REDEVELOP PR	20,833	.00		83,332	7,977.33	10	250,000	242,022.67
	10	03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
	10	*	GENERAL GOVERNMENT	20,833	.00		83,332	7,977.33	10	250,000	242,022.67
	20	01	RES OFFCR - CTY CONTRACT	2,650	.00		10,600	10,833.33	102	31,800	20,966.67
	20	05	JAG GRANT	1,915	.00		7,660	.00		22,980	22,980.00
	20	09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
	20	10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
	20	12	BULLET PROOF GRANT	1,024	2,894.50	283	4,096	2,894.50	71	12,298	9,403.50
	20	13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
	20	14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
	20	15	VICTIMS OF CRIME ACT GRNT	5,126	.00		20,504	.00		61,516	61,516.00
	20	*	PUBLIC SAFETY	10,715	2,894.50	27	42,860	13,727.83	32	128,594	114,866.17
	30	01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
	39	10	FED GRANT -TRANSPORTATION	76,083	216,457.47	285	304,332	216,457.47	71	913,000	696,542.53
	50	01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331		**	FEDERAL GRANTS	107,631	219,351.97	204	430,524	238,162.63	55	1,291,594	1,053,431.37
333			PAYMENT IN LIEU OF TAXES								
	90	00	HOUSING AUTHORITY	2,916	.00		11,664	.00		35,000	35,000.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	2,916	.00		11,664	.00		35,000	35,000.00
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
61	10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90	30	HISTORIC PRESERVATION GRT	21,271	.00		85,084	.00		255,256	255,256.00
334	**	STATE GRANT	21,271	.00		85,084	.00		255,256	255,256.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	38,805	39,076.13	101	155,220	78,152.26	50	465,670	387,517.74
12	20	8TH CNT MUNICIPAL GAS TAX	12,156	12,204.88	100	48,624	24,409.76	50	145,873	121,463.24
12	*	STATE REVENUE SHARING	50,961	51,281.01	101	203,844	102,562.02	50	611,543	508,980.98
14	00	MOBILE HOME LICENSES	1,666	5,503.74	330	6,664	12,604.36	189	20,000	7,395.64
15	00	ALCOHOLIC BEVERAGE	1,809	.00		7,236	.00		21,717	21,717.00
18	00	LOCAL GOVERNMENT 1/2 CENT	80,848	89,003.52	110	323,392	170,968.32	53	970,178	799,209.68
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,961	6,002.50	306	7,844	6,002.50	77	23,542	17,539.50
335	**	STATE SHARED REVENUES	137,245	151,790.77	111	548,980	292,137.20	53	1,646,980	1,354,842.80
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	269,063	371,142.74	138	1,076,252	530,299.83✓	49	3,228,830✓	2,698,530.17✓

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
338		SHARED REVENUE LOCAL UNIT								
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
10	00	RECORDING FEES	0	.00		0	.00		0	.00
15	00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21	00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23	00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30	00	ADMINISTRATIVE FEES	447,865	447,866.00	100	1,791,460	1,791,464.00	100	5,374,389	3,582,925.00
31	00	ADMIN FEES STORMWATER	7,410	7,411.00	100	29,640	29,644.00	100	88,927	59,283.00
40	00	CERTIFY/COPY/SEARCH	8,333	8,594.55	103	33,332	24,206.71	73	100,000	75,793.29
90	12	PASSPORT EXECUTION FEES	863	750.00	87	3,452	2,175.00	63	10,356	8,181.00
341	**	GENERAL GOVERNMENT	464,471	464,621.55	100	1,857,884	1,847,489.71	99	5,573,672	3,726,182.29
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	0	.00		0	.00		0	.00
90	00	OTHER PUBLIC SAFETY	0	300.00		0	600.00		0	600.00-
90	01	FALSE ALARM FEES	833	.00		3,332	3,590.00	108	10,000	6,410.00
90	02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90	*	OTHER PUBLIC SAFETY	833	300.00	36	3,332	4,190.00	126	10,000	5,810.00
342	**	PUBLIC SAFETY	833	300.00	36	3,332	4,190.00	126	10,000	5,810.00
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	33,574	35,843.14	107	134,296	107,297.91	80	402,888	295,590.09
37	11	ROCKLEDGE	21,209	22,071.22	104	84,836	66,054.30	78	254,510	188,455.70
37	12	SUN LAKE	279	286.76	103	1,116	865.63	78	3,357	2,491.37
37	13	COLONY PARK	150	.00		600	.00		1,810	1,810.00
37	16	COCOA BEACH	8,758	8,757.68	100	35,032	26,298.27	75	105,101	78,802.73
37	17	CAPE CANAVERAL	7,230	7,173.65	99	28,920	21,664.98	75	86,760	65,095.02
37	18	TITUSVILLE	315	337.05	107	1,260	998.41	79	3,783	2,784.59
37	*	WATER BILLING SERVICES	71,515	74,469.50	104	286,060	223,179.50	78	858,209	635,029.50
39	01	SERVICE CHARGES	33,333	6,313.37	19	133,332	75,309.57	57	400,000	324,690.43
39	03	ADMIN CHARGES	35,833	27,660.00	77	143,332	116,305.00	81	430,000	313,695.00
39	04	PENALTIES	75,000	86,977.17	116	300,000	306,604.82	102	900,000	593,395.18
39	05	NSF CHECKS	2,916	2,770.71	95	11,664	12,773.77	110	35,000	22,226.23
39	*	WATER OTHER INCOME	147,082	123,721.25	84	588,328	510,993.16	87	1,765,000	1,254,006.84
41	10	GARBAGE REVENUES	177,823	171,943.08	97	711,292	697,254.97	98	2,133,878	1,436,623.03
41	20	RECYCLING REVENUE	17,692	17,472.74	99	70,768	70,542.19	100	212,309	141,766.81
41	30	GREEN WASTE	15,130	14,782.79	98	60,520	59,712.22	99	181,563	121,850.78
41	*	GARBAGE COLLECTION	210,645	204,198.61	97	842,580	827,509.38	98	2,527,750	1,700,240.62

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 10	BILLING FEE - WEST WASTE	8,058	.00		32,232	16,124.16	50	96,697	80,572.84
45 20	SALE - RECYCLING MATERIAL	83	.00		332	1,518.37	457	1,000	518.37-
45 *	GARBAGE - OTHER REVENUE	8,141	.00		32,564	17,642.53	54	97,697	80,054.47
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	13,084.00	300	17,444	13,084.00	75	52,336	39,252.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	8,364	.00		33,456	.00		100,369	100,369.00
90 *	OTHER PHYSICAL ENVIRON	12,725	13,084.00	103	50,900	13,084.00	26	152,705	139,621.00
343 **	PHYSICAL ENVIRONMENT	450,108	415,473.36	92	1,800,432	1,592,408.57	88	5,401,361	3,808,952.43
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	5,000	4,188.98	84	20,000	21,948.17	110	60,000	38,051.83
39 11	TENANT MAINTENANCE FEES	166	120.94	73	664	486.22	73	2,000	1,513.78
39 20	COCOA CIVIC CENTER	4,583	1,998.15	44	18,332	20,015.37	109	55,000	34,984.63
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	436.15	31	5,664	5,472.10	97	17,000	11,527.90
39 *	OTHER CULTURAL SERVICES	11,165	6,744.22	60	44,660	47,921.86	107	134,000	86,078.14
40 01	COCOA VILLAGE 10% GROSS	2,083	5,139.41	247	8,332	5,389.41	65	25,000	19,610.59
40 05	PERMIT FEES	208	49.53	24	832	1,026.28	123	2,500	1,473.72
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	5,188.94	227	9,164	6,415.69	70	27,500	21,084.31
50 10	EVENT FEES	833	.00		3,332	3,166.63	95	10,000	6,833.37
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	250	.00		1,000	.00		3,000	3,000.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,083	.00		4,332	3,166.63	73	13,000	9,833.37
347 **	CULTURE/RECREATION	14,539	11,933.16	82	58,156	57,504.18	99	174,500	116,995.82
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	929,951	892,328.07	96	3,719,804	3,501,592.46 ✓	94	11,159,533 ✓	7,657,940.54 ✓
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
	10 00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
	50 00	800 MHZ FINES	0	.00		0	.00		0	.00
	90 00	OTHER	2,000	1,388.84	69	8,000	4,264.63	53	24,000	19,735.37
351	**	JUDGMENTS AND FINES	2,000	1,388.84	69	8,000	4,264.63	53	24,000	19,735.37
354		LOCAL ORDINANCE VIOLATION								
	00 00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
	00 00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
	00 00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,000	1,388.84	69	8,000	4,264.63 ✓	53	24,000 ✓	19,735.37 ✓
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
	10 00	INTEREST	4,588	2,101.34	46	18,352	40,554.19	221	55,062	14,507.81
	20 00	DIVIDENDS	0	.00		0	1,056.28		0	1,056.28-
	38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	60,601.02-		0	60,601.02
	40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	4,588	2,101.34	46	18,352	18,990.55-	104	55,062	74,052.55
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	9,313	9,333.33	100	37,252	48,936.15	131	111,760	62,823.85
362	**	RENT AND ROYALTIES	9,313	9,333.33	100	37,252	48,936.15	131	111,760	62,823.85
364		DISPOSITION FIXED ASSETS								
	00 00	DISPOSITION FIXED ASSETS	0	1,365.00		0	4,394.30		0	4,394.30-
	10 00	GAIN/LOSS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	1,365.00		0	4,394.30		0	4,394.30-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	6,250	7,520.00	120	25,000	29,670.00	119	75,000	45,330.00
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	6,250	7,520.00	120	25,000	29,670.00	119	75,000	45,330.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	11,974	.00		47,896	.00		143,695	143,695.00
22 00	FIRE STATE CONTRIBUTION	10,691	.00		42,764	.00		128,299	128,299.00
368 **	PENSION CONTRIBUTIONS	22,665	.00		90,660	.00		271,994	271,994.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	7,598	37,887.95	499	30,392	41,981.74	138	91,182	49,200.26
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	3,333	2,925.00	88	13,332	11,427.50	86	40,000	28,572.50
90 03	CODE ENF ABATE/DEMO REV	5,833	8,056.71	138	23,332	17,041.84	73	70,000	52,958.16
90 04	MISC. POLICE REVENUES	0	293.87		0	397.39		0	397.39-
90 05	INVESTIGATIVE COSTS REIM	3,791	3,996.45	105	15,164	11,275.90	74	45,500	34,224.10
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	833	1,250.00	150	3,332	3,025.00	91	10,000	6,975.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	2,760	.00		11,040	2,900.00	26	33,120	30,220.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,148	54,409.98	225	96,592	88,049.37	91	289,802	201,752.63
96 00	INSURANCE REFUND PROCEEDS	0	500.00		0	57,915.00		0	57,915.00-
369 **	OTHER MISC REVENUES	24,148	54,909.98	227	96,592	145,964.37	151	289,802	143,837.63
360 ***	MISCELLANEOUS REVENUES	66,964	75,229.65	112	267,856	209,974.27	78	803,618	593,643.73
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	2,343	.00		9,372	.00		28,125	28,125.00
91 11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	1,166	.00		4,664	.00		14,000	14,000.00
91 23	STORMWATER	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91 41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	3,509	.00		14,036	.00		42,125	42,125.00
381 **	INTERFUND TRANSFER	3,509	.00		14,036	.00		42,125	42,125.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	454,916	454,917.00	100	1,819,664	1,819,668.00	100	5,459,000	3,639,332.00
40 01	6% CONTRIBUTION	82,826	82,827.00	100	331,304	331,308.00	100	993,919	662,611.00
40 *	CONTRIBUTIONS WATER REV.	537,742	537,744.00	100	2,150,968	2,150,976.00	100	6,452,919	4,301,943.00
382 **	CONTRIBUTIONS ENTERPRISE	537,742	537,744.00	100	2,150,968	2,150,976.00	100	6,452,919	4,301,943.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	8,865,000.00		0	8,865,000.00-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
385	PROCEEDS REFUNDING BONDS								
385 **	PROCEEDS REFUNDING BONDS	0	.00		0	8,865,000.00		0	8,865,000.00-
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	10,395	.00		41,580	128,492.00	309	124,744	3,748.00-
90 20	PREMIUM ON DEBT ISSUE	0	.00		0	511,647.10		0	511,647.10-
90 *	NON OPERATING SOURCES	10,395	.00		41,580	640,139.10	1540	124,744	515,395.10-
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	522,629	.00		1,817,159	.00		5,998,201	5,998,201.00
99 *	BALANCE FORWARD	522,629	.00		1,817,159	.00		5,998,201	5,998,201.00
389 **	NON OPERATING SOURCES	533,024	.00		1,858,739	640,139.10	34	6,122,945	5,482,805.90
380 ***	OTHER SOURCES(NON-REV)	1,074,275	537,744.00	50	4,023,743	11,656,115.10✓	290	12,617,989✓	961,873.90✓
FUND TOTAL	GENERAL FUND	3,214,283	2,396,596.02	75	12,583,775	22,178,848.22✓	176	38,298,444✓	16,119,595.78✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2550	2550.00	100	10200	9200.00	90	.00	30600	21400.00	30
11 **	EXECUTIVE SALARIES	2550	2550.00	100	10200	9200.00	90	.00	30600	21400.00	30
12-00	REGULAR SALARIES & WAGES	941543	807150.99	86	3766172	3267862.20	87	.00	11298648	8030785.80	29
12-06	SALARIES/CONTRACTUAL	2222	700.00	32	8888	2756.25	31	.00	26675	23918.75	10
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	5119	841.80	16	20476	9897.14	48	.00	61451	51553.86	16
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	948884	808692.79	85	3795536	3280515.59	86	.00	11386774	8106258.41	29
13-00	OTHER SALARIES & WAGES	81544	62789.85	77	326176	274498.86	84	.00	978569	704070.14	28
13 **	OTHER SALARIES & WAGES	81544	62789.85	77	326176	274498.86	84	.00	978569	704070.14	28
14-00	OVERTIME	25445	37612.83	148	101780	219149.48	215	.00	305413	86263.52	72
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	25445	37612.83	148	101780	219149.48	215	.00	305413	86263.52	72
15-00	SPECIAL PAY	28272	24804.90	88	113088	113744.60	101	.00	339277	225532.40	34
15 **	SPECIAL PAY	28272	24804.90	88	113088	113744.60	101	.00	339277	225532.40	34
20-00	CLOTHING/SHOE ALLOWANCE	1708	158.62	9	6832	6998.62	102	.00	20530	13531.38	34
20 **	CLOTHING/SHOE ALLOWANCE	1708	158.62	9	6832	6998.62	102	.00	20530	13531.38	34
21-00	FICA TAXES	84842	69232.57	82	339368	285855.43	84	.00	1018229	732373.57	28
21 **	FICA TAXES	84842	69232.57	82	339368	285855.43	84	.00	1018229	732373.57	28
22-00	RETIREMENT CONTRIBUTIONS	50183	42865.55	85	200732	160748.91	80	.00	602287	441538.09	27
22-01	LICENSED POLICE/FIRE	163002	164819.37	101	652008	628108.96	96	.00	1956047	1327938.04	32
22-02	STATE CONTRIBUTIONS	20526	.00	0	107764	.00	0	.00	271994	271994.00	0
22-03	ICMA - CITY MANAGER	674	609.08	90	2696	2540.28	94	.00	8093	5552.72	31

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	234385	208294.00	89	963200	791398.15	82	.00	2838421	2047022.85	28
23-00	LIFE/HEALTH INSURANCE	255739	259437.68	101	1022956	910642.71	89	6151.80	3068992	2152197.49	30
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	255739	259437.68	101	1022956	910642.71	89	6151.80	3068992	2152197.49	30
24-00	WORKER'S COMPENSATION	47846	48121.02	101	191384	186942.92	98	.00	574288	387345.08	33
24 **	WORKER'S COMPENSATION	47846	48121.02	101	191384	186942.92	98	.00	574288	387345.08	33
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	3332	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	3332	.00	0	.00	10000	10000.00	0
27-00	CAFETERIA PLAN	19670	18890.00	96	78680	75660.00	96	.00	236040	160380.00	32
27 **	CAFETERIA PLAN	19670	18890.00	96	78680	75660.00	96	.00	236040	160380.00	32
31-00	PROFESSIONAL SERVICES	45953	10160.29	22	183812	23845.47	13	196365.48	551450	331239.05	40
31-01	LEGAL FEES	32545	41376.61	127	130180	105236.36	81	280312.54	390550	5001.10	99
31-02	MEDICAL SERVICES	3283	1715.76	52	13132	2829.76	22	32312.24	39398	4256.00	89
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	4372	13125.00	300	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19856	15634.74	79	79424	40978.53	52	197293.47	238272	.00	100
31 **	PROFESSIONAL SERVICES	102730	68887.40	67	410920	186015.12	45	706283.73	1232795	340496.15	72
32-00	ACCOUNTING & AUDITING	3625	540.00	15	14500	6740.00	47	36760.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	540.00	15	14500	6740.00	47	36760.00	43500	.00	100
34-00	CONTRACT SERVICES	84558	103531.89	122	333323	404428.23	121	335246.66	1009850	270175.11	73
34-03	CUSTOMER SERVICE CONTRACT	152752	.00	0	611008	303368.93	50	.00	1833029	1529660.07	17
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1932	1115.00	58	9546	4785.00	50	17840.00	25000	2375.00	91
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	239242	104646.89	44	953877	712582.16	75	353086.66	2867879	1802210.18	37

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	34430	.00	0	115151	.00	0	.00	390604	390604.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	8894	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	38877	.00	0	124045	.00	0	.00	390604	390604.00	0
40-00	TRAVEL & PER DIEM	3951	1831.78	46	15804	10219.45	65	.00	47518	37298.55	22
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3951	1831.78	46	15804	10219.45	65	.00	47518	37298.55	22
41-00	COMMUNICATION	13920	9348.98	67	55568	38203.21	69	95522.07	166964	33238.72	80
41 **	COMMUNICATION	13920	9348.98	67	55568	38203.21	69	95522.07	166964	33238.72	80
42-00	POSTAGE & FREIGHT	33694	3047.48	9	134685	101128.93	75	272339.48	404346	30877.59	92
42 **	POSTAGE & FREIGHT	33694	3047.48	9	134685	101128.93	75	272339.48	404346	30877.59	92
43-00	ELECTRIC/WATER/SEWER	59215	8952.79	15	236860	122060.06	52	513898.86	710605	74646.08	90
43 **	ELECTRIC/WATER/SEWER	59215	8952.79	15	236860	122060.06	52	513898.86	710605	74646.08	90
44-00	RENTALS AND LEASES	14244	11398.44	80	56976	55870.05	98	97406.35	170978	17701.60	90
44 **	RENTALS AND LEASES	14244	11398.44	80	56976	55870.05	98	97406.35	170978	17701.60	90
45-00	INSURANCE	33102	90775.76	274	132408	186050.77	141	.00	397284	211233.23	47
45 **	INSURANCE	33102	90775.76	274	132408	186050.77	141	.00	397284	211233.23	47
46-00	REPAIRS & MAINTENANCE	53435	18632.43	35	214185	166123.41	78	169626.20	641715	305965.39	52
46-02	REPAIR/MAINT BUILDING	52178	4242.74	8	209626	19819.57	10	133347.98	627063	473895.45	24
46-03	REPAIR/MAINT-VEHICLES	16869	20214.39	120	67476	57544.66	85	2426.26	202505	142534.08	30
46-05	HYDRANT FEES	15471	15451.56	100	61884	61806.24	100	.00	185653	123846.76	33
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	137953	58541.12	42	553171	305293.88	55	305400.44	1656936	1046241.68	37
47-00	PRINTING & BINDING	1595	1007.70	63	6380	2744.30	43	90.48	19238	16403.22	15
47 **	PRINTING & BINDING	1595	1007.70	63	6380	2744.30	43	90.48	19238	16403.22	15
48-00	PROMOTIONAL ACTIVITIES	4550	6322.31	139	19199	12520.32	65	.00	55620	43099.68	23
48-11	BUSINESS ASSIST. PROGRAM	3750	.00	0	15000	.00	0	.00	45000	45000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	8300	6322.31	76	34199	12520.32	37	.00	100620	88099.68	12
49-00	OTHER CHARGES & OBLIG.	44657	2709.61	6	155365	289344.66	186	39950.00	512672	183377.34	64
49-02	ADVERTISING	25	.00	0	100	.00	0	.00	300	300.00	0
49-05	BROWNFIELDS REDEV PROG	20033	.00	0	80132	18777.33	23	102500.00	240406	119128.67	50
49-06	BROWNFIELD PROG CITY COST	625	.00	0	2500	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	8018.32-	63-	51328	22552.02-	44-	.00	154000	176552.02	15-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1875	.00	0	7500	8000.00	107	.00	22500	14500.00	36
49 **	OTHER CHARGES & OBLIG.	80047	5308.71-	7-	296925	293569.97	99	142450.00	937378	501358.03	47
52-00	OPERATING SUPPLIES	85518	70341.78	82	343522	400068.48	117	88158.33	1027764	539537.19	48
52-02	UNIFORMS	1545	1623.24	105	6180	4610.90	75	7200.37	18550	6738.73	64
52-05	EMS 1st RESP-CONSUM SUPP	3098	5396.15	174	12392	15127.32	122	15297.28	37183	6758.40	82
52-07	JANITORIAL SUPPLIES	2096	2824.14	135	8384	6973.96	83	.00	25170	18196.04	28
52-10	HEATING FUEL	103	.00	0	412	.00	0	.00	1240	1240.00	0
52-30	FUEL, OIL, & LUBRICANTS	19281	14783.65	77	77124	46260.59	60	953.12	231422	184208.29	20
52-33	EMPLOYEE HEALTH CENTER	4769	11243.22	236	19076	19793.30	104	37438.70	57232	.00	100
52 **	OPERATING SUPPLIES	116410	106212.18	91	467090	492834.55	106	149047.80	1398561	756678.65	46

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	7833	.00	0	31332	1372.10	4	11944.40	94000	80683.50	14
53 **	ROAD MATERIALS/SUPPLIES	7833	.00	0	31332	1372.10	4	11944.40	94000	80683.50	14
54-00	MEMBERSHIP/PUBLICATIONS	2622	1075.00	41	10488	13753.45	131	.00	31550	17796.55	44
54 **	MEMBERSHIP/PUBLICATIONS	2622	1075.00	41	10488	13753.45	131	.00	31550	17796.55	44
55-00	TRAINING	6862	3603.00	53	27548	15915.00	58	255.00-	82549	66889.00	19
55-01	EDA PROGRAM	1041	.00	0	4164	.00	0	.00	12500	12500.00	0
55 **	TRAINING	7903	3603.00	46	31712	15915.00	50	255.00-	95049	79389.00	17
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	1299-	.00	0	17068	.00	0	.00	6683	6683.00	0
61 **	LAND	1299-	.00	0	17068	.00	0	.00	6683	6683.00	0
62-00	BUILDINGS	21661	.00	0	86644	141137.94	163	107703.85	259936	11094.21	96
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	21661	.00	0	86644	141137.94	163	107703.85	259936	11094.21	96
63-00	INFRASTRUCTURE	236990	238105.23	101	894602	319746.46	36	1269533.31	2790532	1201252.23	57
63 **	INFRASTRUCTURE	236990	238105.23	101	894602	319746.46	36	1269533.31	2790532	1201252.23	57
64-00	MACHINERY AND EQUIPMENT	77771	1365.00	2	309092	66697.32	22	568793.69	931317	295825.99	68
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	77771	1365.00	2	309092	66697.32	22	568793.69	931317	295825.99	68

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	1034	.00	0	3422	11685.00	342	.00	11685	.00	100
68 **	INTANGIBLE ASSETS	1034	.00	0	3422	11685.00	342	.00	11685	.00	100
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	9928053.34	0	.00	0	9928053.34-	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	9928053.34	0	.00	0	9928053.34-	0
81-00	AIDS TO GOVT AGENCY	62583	751001.00	1200	250332	751001.00	300	.00	751003	2.00	100
81 **	AIDS TO GOVT AGENCY	62583	751001.00	1200	250332	751001.00	300	.00	751003	2.00	100
82-01	ECON DEV INCENTIVE CONTR	105666	.00	0	422664	.00	0	.00	1268000	1268000.00	0
82 **	AID PRIVATE ORGANIZATION	105666	.00	0	422664	.00	0	.00	1268000	1268000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	3862	.00	0	15448	.00	0	.00	46350	46350.00	0
83 **	OTHER GRANTS AND AIDS	3862	.00	0	15448	.00	0	.00	46350	46350.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	73333	.00	0	73333	.00	0	.00	660000	660000.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	73333	.00	0	73333	.00	0	.00	660000	660000.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3218582	3001937.61	93	12592077	19929800.74	158	4636157.92	38298444	13732485.34	64
GRAND	TOTAL *********										
		3218582	3001937.61	93	12592077	19929800.74	158	4636157.92	38298444	13732485.34	64

FY 2017 Budget by Classification Report - Summary Listing

Through 1/31/2017

Target for January is 33%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,668,443		$ 477,085.00	$ 1,191,358.00	29%
CHARGES FOR SERVICES	$ 52,128,130		$ 18,732,396.61	$ 33,395,733.39	36%
MISCELLANEOUS	$ 307,595		$ (23,926.14)	$ 331,521.14	-8%
OTHER SOURCES (NON-REVENUE)	$ 28,870,675		$ 174,934.59	$ 28,695,740.41	1%
REVENUE TOTALS	**$ 82,974,843**	-	**$ 19,360,490.06**	**$ 63,614,352.94**	**23%**
EXPENSE					
SALARIES AND BENEFITS	$ 13,510,699	$ 2,192.40	$ 3,653,233.04	$ 9,855,273.56	27%
OPERATING EXPENDITURES	$ 25,591,481	$ 8,467,943.57	$ 4,904,595.64	$ 12,218,941.79	52%
CAPITAL OUTLAY	$ 28,404,983	$ 15,214,765.46	$ 1,555,447.38	$ 11,634,770.16	59%
GRANTS, AIDS AND OTHER	$ 15,467,680	$ -	$ 3,127,076.00	$ 12,340,604.00	20%
EXPENSE TOTALS	**$ 82,974,843**	**$ 23,684,901.43**	**$ 13,240,352.06**	**$ 46,049,589.51**	45%
REVENUE TOTALS	**$ 82,974,843**	**$ -**	**$ 19,360,490.06**	**$ 63,614,352.94**	**23%**
EXPENSE TOTALS	**$ 82,974,843**	**$ 23,684,901.43**	**$ 13,240,352.06**	**$ 46,049,589.51**	**45%**
	$ -	**$ (23,684,901.43)**	**$ 6,120,138.00**		

Note: The negative in the Miscellaneous revenue line represents unrealized losses.

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	63,949	80,300.00	126	255,796	375,490.00	147	767,388	391,898.00
03 11	WATER - COMMERCIAL	66,559	48,545.00	73	266,236	91,595.00	34	798,711	707,116.00
03 20	SEWER - RESIDENTIAL	767	.00		3,068	2,500.00	82	9,210	6,710.00
03 21	SEWER - COMMERCIAL	7,761	7,500.00	97	31,044	7,500.00	24	93,134	85,634.00
03 *	IMPACT FEES	139,036	136,345.00	98	556,144	477,085.00	86	1,668,443	1,191,358.00
324 **	IMPACT FEES	139,036	136,345.00	98	556,144	477,085.00	86	1,668,443	1,191,358.00
320 ***	OTHER PERMITS & FEES	139,036	136,345.00	98	556,144	477,085.00✓	86	1,668,443✓	1,191,358.00✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,659,823	3,977,611.84	109	14,639,292	15,685,088.36	107	43,917,881	28,232,792.64
33 00	WATER CONNECTION FEE	20,000	31,700.00	159	80,000	140,256.02	175	240,000	99,743.98
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	31,700.00	159	80,000	140,256.02	175	240,000	99,743.98
36 00	WATER HYDRANT FEES	217,357	242,059.45	111	869,428	970,725.21	112	2,608,291	1,637,565.79
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	300.00	240	500	1,400.00	280	1,500	100.00
39 07	BACKFLOW DEVICE TEST	12,083	13,538.98	112	48,332	42,668.66	88	145,000	102,331.34
39 08	JUMPER METERS	58	200.00	345	232	500.00	216	700	200.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	1,500.00	150	4,000	9,000.00	225	12,000	3,000.00
39 10	BACKFLOW PRV/RLCT TEMP	208	55.42	27	832	121.68	15	2,500	2,378.32

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,474	15,594.40	116	53,896	53,690.34	100	161,700	108,009.66
51 00	SEWER SALES	405,421	471,337.28	116	1,621,684	1,769,555.15	109	4,865,057	3,095,501.85
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	405,421	471,337.28	116	1,621,684	1,769,555.15	109	4,865,057	3,095,501.85
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	550.44	107	2,064	2,281.83	111	6,200	3,918.17
60 00	REUSE WATER	26,416	38,740.63	147	105,664	109,128.20	103	317,001	207,872.80
60 01	REUSE WATER INSTALLATION	1,000	576.46	58	4,000	1,671.50	42	12,000	10,328.50
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	27,416	39,317.09	143	109,664	110,799.70	101	329,001	218,201.30
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,344,007	4,778,170.50	110	17,376,028	18,732,396.61	108	52,128,130	33,395,733.39
340 ***	CHARGES FOR SERVICES	4,344,007	4,778,170.50	110	17,376,028	18,732,396.61✓	108	52,128,130✓	33,395,733.39 ✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	492.40	2	80,428	67,276.64	84	241,295	174,018.36
10 10	SBA	0	.00		0	.24		0	.24-
10 *	INTEREST	20,107	492.40	2	80,428	67,276.88	84	241,295	174,018.12
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	104,882.02-		0	104,882.02
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	492.40	2	80,428	37,605.14-	47	241,295	278,900.14
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		432	1,300.00	301	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		432	1,300.00	301	1,300	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		5,000	.00		15,000	15,000.00
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	.00		5,000	.00		15,000	15,000.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		3,332	3,222.00	97	10,000	6,778.00
365 **	SALES OF SURPLUS SCRAP	833	.00		3,332	3,222.00	97	10,000	6,778.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	5,210.43	156	13,332	9,157.00	69	40,000	30,843.00
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	5,210.43	156	13,332	9,157.00	69	40,000	30,843.00
96 00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	5,210.43	156	13,332	9,157.00	69	40,000	30,843.00
360 ***	MISCELLANEOUS REVENUES	25,631	5,702.83	22	102,524	23,926.14- ✓	23	307,595 ✓	331,521.14 ✓
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91 23	STORMWATER	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	14,500.00		0	18,979.54		0	18,979.54-
82 00	CONTRIBUTION S MAINLAND	0	8,879.80		0	42,623.04		0	42,623.04-
83 00	CONTRIBUTION VIERA	0	23,298.22		0	113,332.01		0	113,332.01-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	23,298.22		0	113,332.01		0	113,332.01-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,499,345	.00		8,875,904	.00		28,870,675	28,870,675.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,499,345	.00		8,875,904	.00		28,870,675	28,870,675.00
389 **	NON OPERATING SOURCES	2,499,345	46,678.02	2	8,875,904	174,934.59	2	28,870,675	28,695,740.41
380 ***	OTHER SOURCES(NON-REV)	2,499,345	46,678.02	2	8,875,904	174,934.59✓	2	28,870,675 ✓	28,695,740.41 ✓
FUND TOTAL	WATER/SEWER ENTERPRISE	7,008,019	4,966,896.35	71	26,910,600	19,360,490.06✓	72	82,974,843✓	63,614,352.94 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	SALARIES & WAGES	662709	499126.21	75	2650836	2004616.85	76	.00	7952550	5947933.15	25
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	15451.47	0	.00	0	15451.47-	0
12 **	REGULAR SALARIES & WAGES	662709	499126.21	75	2650836	2020068.32	76	.00	7952550	5932481.68	25
13-00	OTHER SALARIES & WAGES	32816	37887.09	116	131264	146688.64	112	.00	393818	247129.36	37
13 **	OTHER SALARIES & WAGES	32816	37887.09	116	131264	146688.64	112	.00	393818	247129.36	37
14-00	OVERTIME	24052	39792.87	165	96208	237471.01	247	.00	288666	51194.99	82
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	24052	39792.87	165	96208	237471.01	247	.00	288666	51194.99	82
15-00	SPECIAL PAY	16	.00	0	64	.00	0	.00	200	200.00	0
15 **	SPECIAL PAY	16	.00	0	64	.00	0	.00	200	200.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1749	.00	0	6996	14360.00	205	.00	21010	6650.00	68
20 **	CLOTHING/SHOE ALLOWANCE	1749	.00	0	6996	14360.00	205	.00	21010	6650.00	68
21-00	FICA TAXES	56342	41717.98	74	225368	174822.92	78	.00	676168	501345.08	26
21 **	FICA TAXES	56342	41717.98	74	225368	174822.92	78	.00	676168	501345.08	26
22-00	RETIREMENT CONTRIBUTIONS	96721	79057.27	82	386884	295463.20	76	.00	1160694	865230.80	26
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	96721	79057.27	82	386884	295463.20	76	.00	1160694	865230.80	26
23-00	LIFE/HEALTH INSURANCE	189469	160133.46	85	757876	555568.48	73	.00	2273663	1718094.52	24
23-02	LIFE/HEALTH RETIREES	15002	13575.96	91	60008	41590.08	69	2192.40	180024	136241.52	24
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	204471	173709.42	85	817884	597158.56	73	2192.40	2453687	1854336.04	24
24-00	WORKER'S COMPENSATION	34388	33922.49	99	137552	131400.39	96	.00	412706	281305.61	32

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	34388	33922.49	99	137552	131400.39	96	.00	412706	281305.61	32
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	12600	9300.00	74	50400	35800.00	71	.00	151200	115400.00	24
27 **	CAFETERIA PLAN	12600	9300.00	74	50400	35800.00	71	.00	151200	115400.00	24
31-00	PROFESSIONAL SERVICES	149196	1780.37	1	500894	107482.91	22	1209200.48	1694479	377795.61	78
31-01	LEGAL EXPENSES	8750	5019.60	57	35000	14453.60	41	68062.80	105000	22483.60	79
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	2000	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	13634	10735.50	79	54536	28137.66	52	135470.34	163608	.00	100
31 **	PROFESSIONAL SERVICES	172080	17535.47	10	592430	150074.17	25	1412733.62	1969087	406279.21	79
32-00	ACCOUNTING & AUDITING	3625	539.00	15	14500	6739.00	47	36761.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	539.00	15	14500	6739.00	47	36761.00	43500	.00	100
34-00	CONTRACT SERVICES	101904	39363.24	39	407136	76528.23	19	166124.51	1222394	979741.26	20
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447865	447866.00	100	1791460	1791464.00	100	.00	5374389	3582925.00	33
34 **	CONTRACT SERVICES	549769	487229.24	89	2198596	1867992.23	85	166124.51	6596783	4562666.26	31
39-00	CONTINGENCY	158973	.00	0	635892	.00	0	.00	1907679	1907679.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	158973	.00	0	635892	.00	0	.00	1907679	1907679.00	0
40-00	TRAVEL AND PER DIEM	1596	.00	0	6384	1185.34	19	.00	19186	18000.66	6
40-01	CAR ALLOWANCE	12	.00	0	48	.00	0	.00	150	150.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1608	.00	0	6432	1185.34	18	.00	19336	18150.66	6
41-00	COMMUNICATION	10785	11621.37	108	43140	27283.25	63	73581.22	129450	28585.53	78
41 **	COMMUNICATION	10785	11621.37	108	43140	27283.25	63	73581.22	129450	28585.53	78
42-00	POSTAGE AND FREIGHT	2947	1960.49	67	11788	6804.11	58	4881.91	35390	23703.98	33
42 **	POSTAGE AND FREIGHT	2947	1960.49	67	11788	6804.11	58	4881.91	35390	23703.98	33
43-00	ELECTRIC/WATER/SEWER	202099	103037.33	51	808396	407417.83	50	2001655.56	2425215	16141.61	99
43 **	ELECTRIC/WATER/SEWER	202099	103037.33	51	808396	407417.83	50	2001655.56	2425215	16141.61	99
44-00	RENTALS AND LEASES	18492	21720.72	118	27222	64616.92	237	90361.12	175180	20201.96	89
44 **	RENTALS AND LEASES	18492	21720.72	118	27222	64616.92	237	90361.12	175180	20201.96	89
45-00	INSURANCE	31505	88382.84	281	126020	184662.43	147	.00	378109	193446.57	49
45 **	INSURANCE	31505	88382.84	281	126020	184662.43	147	.00	378109	193446.57	49
46-00	REPAIRS & MAINTENANCE	597511	288644.33	48	2438770	959519.08	39	2214850.31	7218888	4044518.61	44
46-02	REPAIRS/MAINT - BUILDING	15486	4151.23	27	61944	10283.54	17	46202.91	185850	129363.55	30
46-03	REPAIR/MAINT-VEHICLES	17437	40358.97	232	69748	58880.89	84	.00	209277	150396.11	28
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	630434	333154.53	53	2570462	1028683.51	40	2261053.22	7614015	4324278.27	43
47-00	PRINTING & BINDING	585	.00	0	2340	.00	0	67.10	7050	6982.90	1
47 **	PRINTING & BINDING	585	.00	0	2340	.00	0	67.10	7050	6982.90	1
48-00	PROMOTIONAL ACTIVITIES	1250	150.00	12	5000	1200.00	24	.00	15000	13800.00	8
48 **	PROMOTIONAL ACTIVITIES	1250	150.00	12	5000	1200.00	24	.00	15000	13800.00	8
49-00	OTHER CHARGES & OBLIG.	2701	1267.40	47	10804	3586.95	33	2950.00	32451	25914.05	20
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	8680.49-	60-	58332	29451.97-	51-	.00	175000	204451.97	17-
49-08	CASH OVER & UNDER	25	107.00	428	100	100.86	101	.00	300	199.14	34
49-09	DOCUMENT RECORDING CHGS	250	1005.10-	402-	1000	1655.10-	166-	.00	3000	4655.10	55-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17559	8311.19-	47-	70236	27419.26-	39-	2950.00	210751	235220.26	12-
52-00	OPERATING SUPPLIES	293739	302439.09	103	1174956	1077506.27	92	2312088.07	3524915	135320.66	96
52-07	JANITORIAL SUPPLIES	852	879.69	103	3408	3358.63	99	.00	10240	6881.37	33
52-30	FUEL OIL & LUBRICANTS	25986	20503.43	79	103944	56663.28	55	79979.17	311862	175219.55	44
52-33	EMPLOYEE HEALTH CENTER	3274	7720.07	236	13096	13590.93	104	25707.07	39298	.00	100
52 **	OPERATING SUPPLIES	323851	331542.28	102	1295404	1151119.11	89	2417774.31	3886315	317421.58	92
53-00	ROAD MATERIALS/SUPPLIES	4165	.00	0	16660	999.00	6	.00	50000	49001.00	2
53 **	ROAD MATERIALS/SUPPLIES	4165	.00	0	16660	999.00	6	.00	50000	49001.00	2
54-00	MEMBERSHIP/PUBLICATIONS	3130	175.00	6	12520	30542.00	244	.00	37585	7043.00	81
54 **	MEMBERSHIP/PUBLICATIONS	3130	175.00	6	12520	30542.00	244	.00	37585	7043.00	81
55-00	TRAINING	6959	567.00	8	27836	2696.00	10	.00	83536	80840.00	3
55-01	EDA PROGRAM	625	.00	0	2500	.00	0	.00	7500	7500.00	0
55 **	TRAINING	7584	567.00	8	30336	2696.00	9	.00	91036	88340.00	3
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2192631	898678.97	41	7743436	1518582.88	20	14430340.48	25284500	9335576.64	63
63 **	INFRASTRUCTURE	2192631	898678.97	41	7743436	1518582.88	20	14430340.48	25284500	9335576.64	63
64-00	MACHINERY AND EQUIPMENT	179985	9996.14	6	719940	26914.50	4	754424.98	2159838	1378498.52	36
64-15	IT HARDWARE	2998	.00	0	11992	9950.00	83	.00	35995	26045.00	28

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64 **	MACHINERY & EQUIPMENT	182983	9996.14	6	731932	36864.50	5	754424.98	2195833	1404543.52	36
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	77052	.00	0	308208	.00	0	30000.00	924650	894650.00	3
68 **	INTANGIBLE ASSETS	77052	.00	0	308208	.00	0	30000.00	924650	894650.00	3
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	332	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	332	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	456083	454917.00	100	1824332	1819668.00	100	.00	5473000	3653332.00	33
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749980	376100.00	50	2999920	976100.00	33	.00	8999761	8023661.00	11
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1206063	831017.00	69	4824252	2795768.00	58	.00	14472761	11676993.00	19
95-01	6% ILO FRANCHISE FEE	82826	82827.00	100	331304	331308.00	100	.00	993919	662611.00	33
95 **	NONOPERATING	82826	82827.00	100	331304	331308.00	100	.00	993919	662611.00	33
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7007943	4126336.52	59	26910294	13240352.06	49	23684901.43	82974843	46049589.51	45
GRAND	TOTAL *********	7007943	4126336.52	59	26910294	13240352.06	49	23684901.43	82974843	46049589.51	45

FY 2017 Budget by Classification Report - Summary Listing

Through 1/31/2017

Target for January is 33%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,372,033		$ 512,174.90	$ 859,858.10	37%
MISCELLANEOUS	$ 2,000		$ (312.75)	$ 2,312.75	-16%
OTHER SOURCES (NON-REVENUE)	$ 1,644,679		$ -	$ 1,644,679.00	0%
REVENUE TOTALS	**$ 3,018,712**	**$ -**	**$ 511,862.15**	**$ 2,506,849.85**	**17%**
EXPENSE					
SALARIES AND BENEFITS	$ 583,966	$ -	$ 190,336.57	$ 393,629.43	33%
OPERATING EXPENDITURES	$ 413,055	$ 23,130.26	$ 67,221.15	$ 322,703.59	22%
CAPITAL OUTLAY	$ 2,021,691	$ 1,282,237.70	$ 125,437.84	$ 614,015.46	70%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
EXPENSE TOTALS	**$ 3,018,712**	**$ 1,305,367.96**	**$ 382,995.56**	**$ 1,330,348.48**	**56%**
REVENUE TOTALS	**$ 3,018,712**	**$ -**	**$ 511,862.15**	**$ 2,506,849.85**	**17%**
EXPENSE TOTALS	**$ 3,018,712**	**$ 1,305,367.96**	**$ 382,995.56**	**$ 1,330,348.48**	**56%**
	$ -	**$ (1,305,367.96)**	**$ 128,866.59**		

Note: The negative in the Miscellaneous revenue line represents unrealized losses.

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	114,336	116,693.49	102	457,344	512,174.90	112	1,372,033	859,858.10
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	114,336	116,693.49	102	457,344	512,174.90	112	1,372,033	859,858.10
343 **	PHYSICAL ENVIRONMENT	114,336	116,693.49	102	457,344	512,174.90	112	1,372,033	859,858.10
340 ***	CHARGES FOR SERVICES	114,336	116,693.49	102	457,344	512,174.90✓	112	1,372,033 ✓	859,858.10✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	124.16	75	664	1,346.43	203	2,000	653.57
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	124.16	75	664	1,346.43	203	2,000	653.57
20 00	DIVIDENDS	0	.00		0	8.27		0	8.27-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	1,667.45-		0	1,667.45
361 **	INTEREST AND OTHR EARNING	166	124.16	75	664	312.75-	47	2,000	2,312.75
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	166	124.16	75	664	312.75- ✓	47	2,000 ✓	2,312.75
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	141,296	.00		514,307	.00		1,644,679	1,644,679.00
99 *	BALANCE FORWARD	141,296	.00		514,307	.00		1,644,679	1,644,679.00
389 **	NON OPERATING SOURCES	141,296	.00		514,307	.00		1,644,679	1,644,679.00
380 ***	OTHER SOURCES(NON-REV)	141,296	.00		514,307	.00✓		1,644,679✓	1,644,679.00 ✓
FUND TOTAL	STORMWATER UTILITY	255,798	116,817.65	46	972,315	511,862.15✓	53	3,018,712✓	2,506,849.85✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	28969	26984.66	93	115876	105487.03	91	.00	347631	242143.97	30
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	28969	26984.66	93	115876	105487.03	91	.00	347631	242143.97	30
13-00	OTHER SALARIES & WAGES	3437	3101.40	90	13748	13306.97	97	.00	41249	27942.03	32
13 **	OTHER SALARIES & WAGES	3437	3101.40	90	13748	13306.97	97	.00	41249	27942.03	32
14-00	OVERTIME	133	.00	0	532	4541.74	854	.00	1600	2941.74-	284
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	133	.00	0	532	4541.74	854	.00	1600	2941.74-	284
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	180	495.00	275	.00	550	55.00	90
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	180	495.00	275	.00	550	55.00	90
21-00	FICA TAXES	2576	2072.09	80	10304	8649.82	84	.00	30916	22266.18	28
21 **	FICA TAXES	2576	2072.09	80	10304	8649.82	84	.00	30916	22266.18	28
22-00	RETIREMENT CONTRIBUTIONS	2813	2600.09	92	11252	10697.83	95	.00	33766	23068.17	32
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2813	2600.09	92	11252	10697.83	95	.00	33766	23068.17	32
23-00	LIFE/HEALTH INSURANCE	6884	8848.96	129	27536	30754.40	112	.00	82612	51857.60	37
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	6884	8848.96	129	27536	30754.40	112	.00	82612	51857.60	37
24-00	WORKER'S COMPENSATION	3323	3612.45	109	13292	13683.78	103	.00	39882	26198.22	34
24 **	WORKER'S COMPENSATION	3323	3612.45	109	13292	13683.78	103	.00	39882	26198.22	34

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	480	680.00	142	1920	2720.00	142	.00	5760	3040.00	47
27 **	CAFETERIA PLAN	480	680.00	142	1920	2720.00	142	.00	5760	3040.00	47
31-00	PROFESSIONAL SERVICES	8333	.00	0	33332	6711.00	20	.00	100000	93289.00	7
31-01	LEGAL EXPENSES	41	.00	0	164	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	510	401.58	79	2040	1052.54	52	5067.46	6120	.00	100
31 **	PROFESSIONAL SERVICES	8884	401.58	5	35536	7763.54	22	5067.46	106620	93789.00	12
34-00	CONTRACT SERVICES	416	.00	0	1664	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7410	7411.00	100	29640	29644.00	100	.00	88927	59283.00	33
34 **	CONTRACT SERVICES	7826	7411.00	95	31304	29644.00	95	.00	93927	64283.00	32
39-00	CONTINGENCY	476	.00	0	29681	.00	0	.00	33495	33495.00	0
39 **	CONTINGENCY	476	.00	0	29681	.00	0	.00	33495	33495.00	0
40-00	TRAVEL & PER DIEM	212	129.00	61	848	258.00	30	.00	2550	2292.00	10
40 **	TRAVEL & PER DIEM	212	129.00	61	848	258.00	30	.00	2550	2292.00	10
41-00	COMMUNICATION	180	60.94	34	720	257.29	36	1242.71	2160	660.00	69
41 **	COMMUNICATION	180	60.94	34	720	257.29	36	1242.71	2160	660.00	69
42-00	POSTAGE & FREIGHT	83	.00	0	332	94.28	28	120.00	1000	785.72	21
42 **	POSTAGE & FREIGHT	83	.00	0	332	94.28	28	120.00	1000	785.72	21
43-00	ELECTRIC/WATER/SEWER	1652	916.39	56	6608	3375.74	51	13439.18	19830	3015.08	85
43 **	ELECTRIC/WATER/SEWER	1652	916.39	56	6608	3375.74	51	13439.18	19830	3015.08	85
44-00	RENTALS AND LEASES	271	75.55	28	1084	377.75	35	528.85	3257	2350.40	28
44 **	RENTALS AND LEASES	271	75.55	28	1084	377.75	35	528.85	3257	2350.40	28
45-00	INSURANCE	708	1885.15	266	2832	3770.30	133	.00	8504	4733.70	44
45 **	INSURANCE	708	1885.15	266	2832	3770.30	133	.00	8504	4733.70	44

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3979	4818.73	121	15916	9838.04	62	.00	47750	37911.96	21
46-02	REPAIR/MAINT BUILDING	541	.00	0	2164	.00	0	.00	6500	6500.00	0
46-03	REPAIR/MAINT-VEHICLES	1965	1277.57	65	7860	3249.80	41	.00	23590	20340.20	14
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6485	6096.30	94	25940	13087.84	51	.00	77840	64752.16	17
47-00	PRINTING & BINDING	83	345.00	416	332	345.00	104	.00	1000	655.00	35
47 **	PRINTING & BINDING	83	345.00	416	332	345.00	104	.00	1000	655.00	35
49-00	OTHER CHARGES & OBLIG.	1208	26.00	2	4832	705.99	15	.00	14500	13794.01	5
49-07	BAD DEBT EXPENSE	833	288.43-	35-	3332	862.58-	26-	.00	10000	10862.58	9-
49 **	OTHER CHARGES & OBLIG.	2041	262.43-	13-	8164	156.59-	2-	.00	24500	24656.59	1-
52-00	OPERATING SUPPLIES	1033	279.60	27	4132	2488.93	60	1770.47	12400	8140.60	34
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1604	1687.10	105	6416	4378.66	68	.00	19252	14873.34	23
52-33	EMPLOYEE HEALTH CENTER	122	288.80	237	488	508.41	104	961.59	1470	.00	100
52 **	OPERATING SUPPLIES	2759	2255.50	82	11036	7376.00	67	2732.06	33122	23013.94	31
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	248	1028.00	415	.00	750	278.00-	137
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	248	1028.00	415	.00	750	278.00-	137
55-00	TRAINING	375	.00	0	1500	.00	0	.00	4500	4500.00	0
55 **	TRAINING	375	.00	0	1500	.00	0	.00	4500	4500.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	7166	.00	0	28664	8440.00	29	.00	86000	77560.00	10
61 **	LAND	7166	.00	0	28664	8440.00	29	.00	86000	77560.00	10

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	158400	69735.53	44	554946	116997.84	21	1282237.70	1822141	422905.46	77
63 **	INFRASTRUCTURE	158400	69735.53	44	554946	116997.84	21	1282237.70	1822141	422905.46	77
64-00	MACHINERY & EQUIPMENT	9462	.00	0	37848	.00	0	.00	113550	113550.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	9462	.00	0	37848	.00	0	.00	113550	113550.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	255785	136949.16	54	972263	382995.56	39	1305367.96	3018712	1330348.48	56
GRAND	TOTAL *********	255785	136949.16	54	972263	382995.56	39	1305367.96	3018712	1330348.48	56

Legislation Details (With Text)

File #:	17-87	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/10/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Review of the Employee Health Center utilization report provided by CareATC for January 2017. (Administrative Services Director)				
Sponsors:					
Indexes:	benefits, Health Center				
Code sections:					
Attachments:	Cocoa January 2017 Dashboard				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 10, 2017
Agenda Date: February 28, 2017
Prepared By: Patsy Porter, Human Resources Coordinator
Through: Tammy B. Gemmati, Administrative Services Director
Requested Action:
Review of the Employee Health Center utilization report provided by CareATC for January 2017.

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of January, there were 477 usage encounters with a total of 429 prescriptions dispensed. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 108 chronic diseases identified.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability goals

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Cocoa Health Center Usage Dashboard Total Since Inception

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	**7,300**	**632**	**491**	**141**	**400**	**252**	**375**	**655**	**307**	**82**		**1,202**	**1,492**	**563**	**700**	**6,008**

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 3

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Three Health Fair PHAs June 2016															124	
Sep-16	460	226	188	38	27	11	6	42	16	1	42	76	33	26	19	295
Oct-16	492	215	171	44	18	10	25	50	12	0	48	53	97	17	7	294
Nov-16	502	230	180	50	13	9	18	62	19	0	55	108	49	3	0	366
Dec-16	410	203	164	39	13	7	15	47	14	0	39	35	83	0	0	316
Jan-17	477	217	175	42	7	11	11	63	22	1	52	55	108	0	0	429
Total	**460**				**27**	**11**	**6**	**42**	**16**	**1**		**76**	**33**	**26**	**143**	**295**

City of Cocoa
Health Center Usage Dashboard Year 2

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Mar-16	362	182	141	41	22	10	13	27	11	0	28	34	61	3	7	359
Apr-16	368	177	142	35	15	10	17	56	12	1	37	41	96	2	0	417
May-16	379	167	136	31	18	7	7	49	9	7	35	41	79	3	1	279
Jun-16	431	192	155	37	14	13	15	40	9	0	35	77	33	20	12	266
Jul-16	463	216	186	30	15	17	17	60	8	2	50	104	43	85	35	369
Aug-16	477	227	191	36	17	11	20	46	14	1	46	54	92	45	24	349
Total	**4,300**				**202**	**140**	**164**	**418**	**156**	**16**		**613**	**758**	**242**	**252**	**3,500**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	**2,540**				**171**	**101**	**205**	**195**	**135**	**65**		**513**	**701**	**295**	**305**	**2213**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

Legislation Details (With Text)

File #:	17-94	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/15/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Council's Consideration of the Waste Management Annual Review. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Annual 16 Review Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2017
Agenda Date: February 28, 2017
Prepared By: Cheryl Meisenzahl, Contract Technician
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Council's Consideration of the Waste management Annual Review

BACKGROUND:

The current Solid Waste Management Contract began on January 1, 2007 to September 30, 2001. The first of two (2), five (5) year renewals was adopted by City Council on July 26, 2011. The second, and final, five (5) year renewal was adopted by City Council on February 9, 2016. In accordance with the Solid Waste Franchise Agreement, the annual evaluation of the solid Waste contractor's performance was completed by Public Works Department staff for the period of January 1, 2016 to December 31, 2016. The overall review indicates that the services provided by Waste Management were of "Good" quality. Details of the findings are provided in the attached written report.

STRATEGIC PLAN CONNECTION:

Yearly review of Waste Management services provides necessary information needed to ensure the City is receiving the best service possible.

BUDGETARY IMPACT:

There is no budgetary impact involved with this review.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

None, informational item only.

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2016 Waste Management Report

In accordance to the Solid Waste Franchise Agreement, paragraph 9.3, Waste Management's yearly review is due. The areas to be reviewed are as follows, per paragraph 9.1 of the contract;

A. Number of complaints received pursuant to paragraph 9.2 herein and Contractor's Performance in resolving the complaints in a professional and expedient manner.
B. Contractor's responsiveness to direction given by Authorized Representative.
C. The number of times the Contractor has had to pay liquidated damages pursuant to 25.0 herein.
D. Contractor's participation in community meetings sponsored by the City and Contractors performance in resolving complaints received at those meetings in a professional expedient manner.
E. Contractor's financial viability to continue in performing the collection disposal services as required by this agreement.

In each of these categories, we will assign a grade of: unacceptable, acceptable but needs improvement, or good designation.

A. Number of Complaints- Good

According to the agreement, anything over 10 is eligible for liquidated damages charges, therefore 10 would be considered an "acceptable, but needs improvement" rating.

The complaints that are received by the city are forwarded by email or phone to Waste Management. At the end of each month, Waste Management reports back to the number and location of complaints for each month. When Public Works received a call from a resident, the general attitude was one of satisfaction. Many who called Public Works directly stated they did not want to file a "formal" complaint but did want to voice some concerns. Those concerns stemmed from calling the Waste Management customer service line directly. This has been an issue with the residents for the past three (3) years and does not seem to be improving. The initial issue may have been missed pick-ups but became more frustrating to the resident when trying to get a resolution through the Waste Management customer service line. The main issues I am hearing are that residents need to keep calling the number numerous times and then are being told there is no record of previous calls. They are also being told it will be weeks before yard waste can be picked up, they are being given a date of service and not getting service on that date and when asking for a supervisor to return their call, no return call to the resident is made. There have also been a few instances when the Waste Management customer service representative has given the resident incorrect information. Residents indicated that the issue they have had with Waste Management is resolved more quickly when they contact Public Works directly instead of the Waste Management customer service line.

This year, the data reported by Waste Management for 2016 had no formal complaints listed. Public Works, however, did receive two (2) "formal" complaints. Although this number is down from last year, frustration among the residents was still evident. As stated in the above paragraph, most of that frustration was dealing with the customer service line resulting in their initial concern taking much longer to get resolved then it should have.

It should be noted, that the number of missed pick-ups listed on the Waste Management reports for 2016 was slightly lower than the number reported last year. The total number was 381, with November having the highest amount with a total of 76 missed pick-ups. This high number was due to Hurricane Matthew, which impacted our area in October. Once our area was deemed eligible for disaster recovery from FEMA, Waste Management was no longer permitted to service any materials or yard waste that resulted from the hurricane. Since the City partnered with Brevard County, along with numerous other municipalities, for our disaster recovery, the recovery was understandably slow. The residents were very understanding of this and, for the most part, would

just call to request an update. When contacted, Waste Management was very helpful with obtaining updates from Brevard County on how long the disaster recovery would last for the City.

In addition to the missed pick-ups noted on the reports, some residents called in to this office to report their concerns of missed pick-ups of green waste piles. These calls seemed to have decreased from last year. Some, but not all, of these issues stemmed from residents putting the green waste out on incorrect service days or piled incorrectly. It should be noted that when Waste Management was notified of missed green waste pick-ups, the issues were resolved in a timely manner. Also, Waste Management is more than agreeable to pick-up green waste piles noted throughout the City even when they are not contractually obligated to; i.e., piles on vacant lots and piles on commercial property that do not pay for green waste pick-up.

Is should be noted that in regards to the "formal" complaints, all were handled in a timely manner by Waste Management, with the exception of the issues the residents are having with Waste Management Customer Service line. When notified of the issue with the Customer Service line, Waste Management does take steps to correct the issues the residents are having, but it seems to only be a temporary solution since this seems to be an on-going issue.

With the first category of Number of Complaints, we give Waste Management a designation of "Good".

B. Responsiveness to Direction-Good

In accordance to paragraph 9.2 of the agreement, if notified by 12:00 noon of a customer concern, the contractor has until 5:00 pm of the same day to make contact with resident and/or resolve the issue. If notified of an issue after 12:00 noon, the contractor has until 12:00 noon the following day to make contact and/or resolve customer complaints. When notified by the City, the contractor seems to be applying the same criteria. The City complaint or issue may not get resolved in the time frame, but it is properly addressed in that timeframe and a resolution is soon to follow. There were a few exceptions where a request for pick-up was made when contact from the City had to be made multiple times, but generally their response time has been acceptable

When the city staff makes requests for tagged locations lists, and other information from Waste Management, the response in 2016 has been acceptable. When a resident calls Public Works directly with issues and Waste Management was notified by Public Works, the response time was excellent. When these calls were followed up on, most, if not all of the customers have indicated that their issues were resolved to their satisfaction. When the City makes calls or emails Waste Management, we have had excellent response time, usually within the hour, and issues get resolved in a timely fashion. Communication with Waste Management contacts and Public Works staff has improved greatly resulting in better service throughout the City. However, as stated above, the response time when a resident calls the Waste Management customer service line is poor. With this in mind, the category of responsiveness to given direction, the rating is "Good".

C. Number of Liquidated Damages-Good

The third category of review is the number of times the contractor has had to pay liquidated damages. At no time in 2016 did the City of Cocoa feel justified in charging liquidated damages. For this reason, in the category of Liquidated Damages the rating is "Good".

D. Participation in Community Meetings- Good

In 2016 there were no city sponsored community meetings. Therefore, Waste Management's participation was "Good". It should be noted that in order to better service the residents, some service routes were changed. This change went smoothly due to the fact that Waste Management mailed out post cards to all affected residents before the change was implemented in order to give the residents enough notice of the change.

E. Contractors Financial Viability- Good

There is no reason for the City to believe that the contractor is not financially viable to continue service.

REQUESTED IMPROVEMENTS

Since communication between Waste Management and Public Works has greatly improved, service of issues phoned in by dissatisfied customers has greatly improved. However, there still seems to be a communication issue between Waste Management's customer service line and the customers. Some improvements need to be made to ensure issues that are being phoned in on the Waste Management customer service line are being handled with the customer's best interest in mind. Incorrect information is still being given to the customers and it is very frustrating for them when they are told there are no records of previous calls made.

Overall Evaluation Rating: Good

Waste Management is continuing to provide a quality service for the City of Cocoa. Although there were some minor incidents that were resolved, the overall opinion of the service that Waste Management is providing for the City is "Good".

Legislation Details (With Text)

File #:	17-95	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/15/2017			**In control:**	City Council
On agenda:	2/28/2017			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the month of November and December of 2016. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Nov 2016 Council Report by District Dec 2016 Council Report by District				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2017
Agenda Date: February 28, 2017
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 are the November 2016 and December 2016 reports.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

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Cocoa Police Department

Council Report

November 2016

Prepared by Dailaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 Case Reports 5
District 2 Case Reports 6
District 3 Case Reports 6
District 4 Case Reports 8
Locations of Incidents 8
Incidents and Case Reports by Shift 10
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month - 2016, 2015, & 2014 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

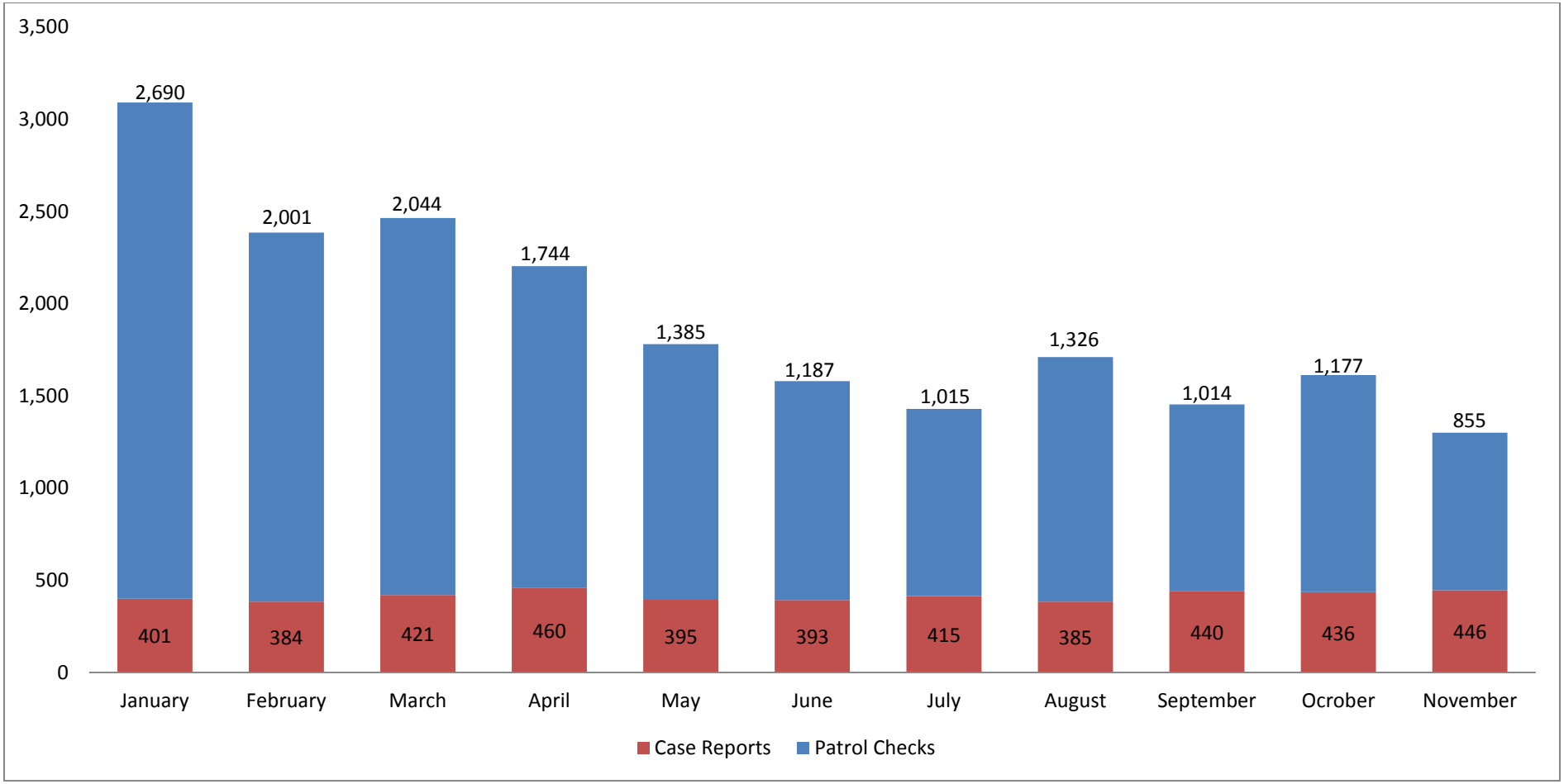
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for November 2016. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2014, 2015, and 2016.

- 3,491 incidents
- 446 Case Reports (13% of incidents)
    - 173 Criminal Case Reports (39% of all case reports)
    - 273 Non-Criminal Case Reports (61% of case reports)
    - 90 Criminal Case Reports were closed by Arrests/Capias Requests (52% of criminal case reports)
    - 22 Non-Criminal Case Reports were closed by Arrests/Capias Request (8% of non-criminal cases reports)
- 1,429 incidents were initiated by police officers (41%)
- District 2 experienced the most cases with a total of 170
- District 3 experienced the fewest cases with a total of 49
- Agg Assault and Agg Stalking Offenses have ***decreased*** by a 38% from the previous month
- Burglary Offenses have ***decreased*** by a 10% from the previous month
- Larceny Offences have ***decreased*** by 2% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 6%

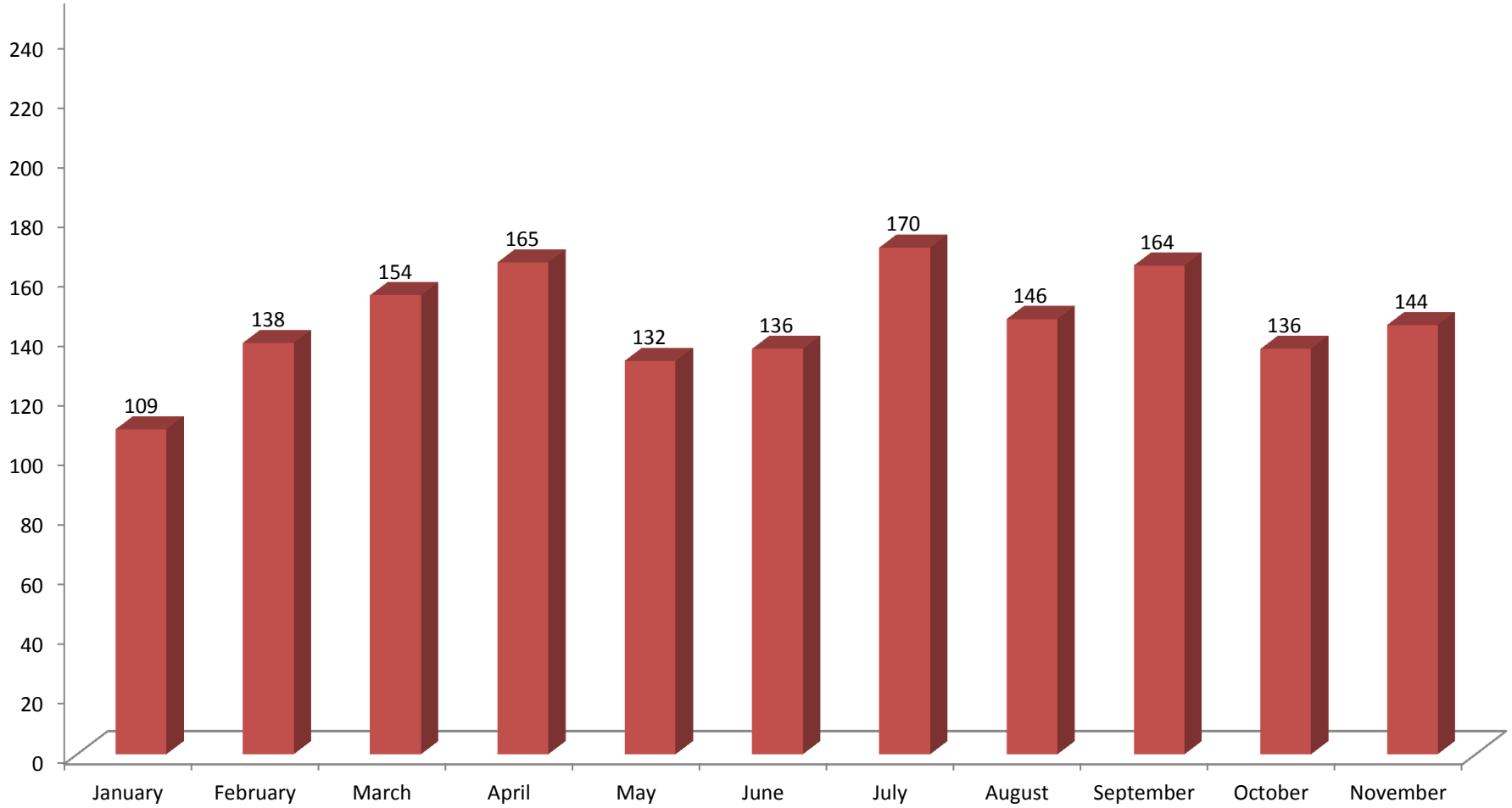
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



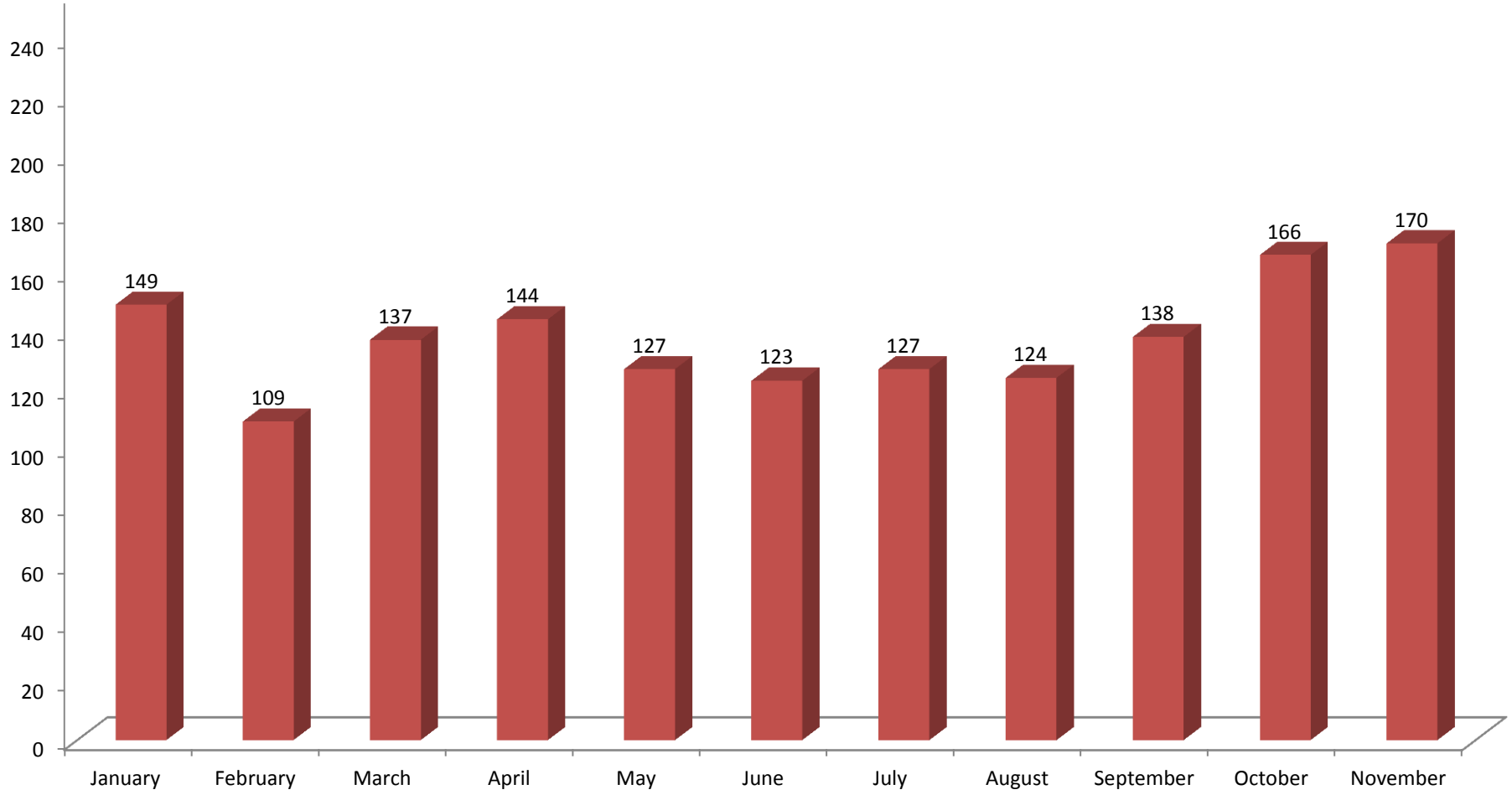
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



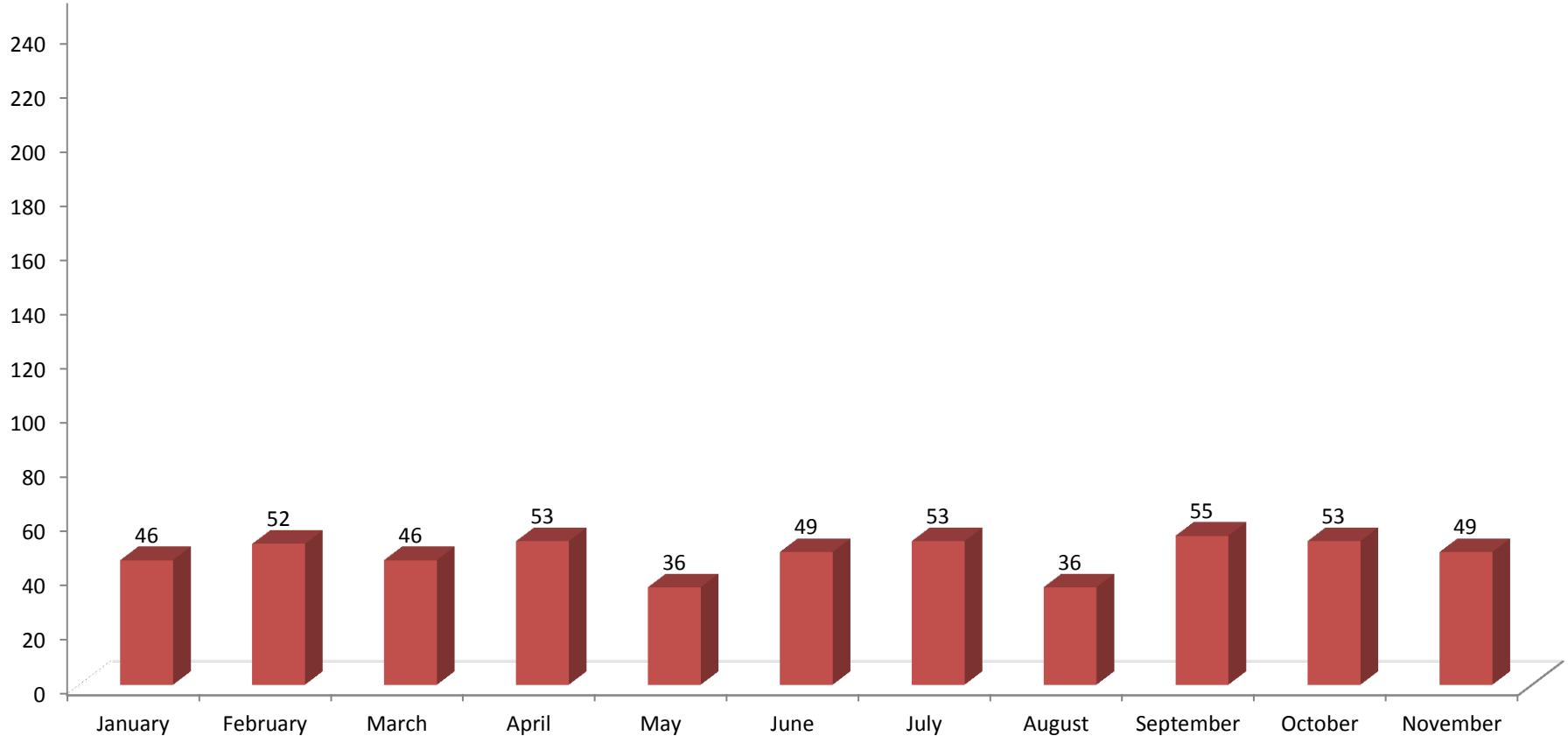
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



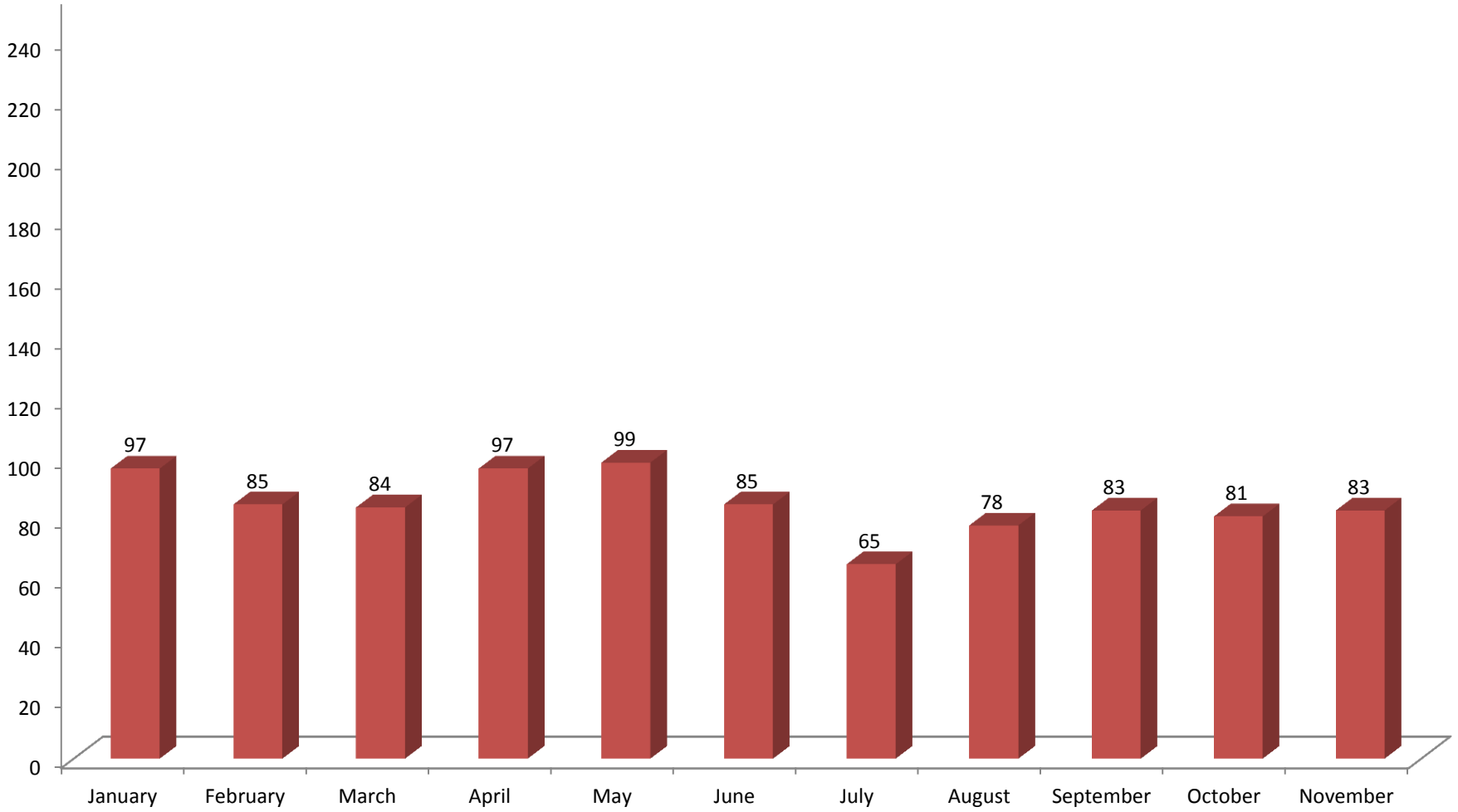
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

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

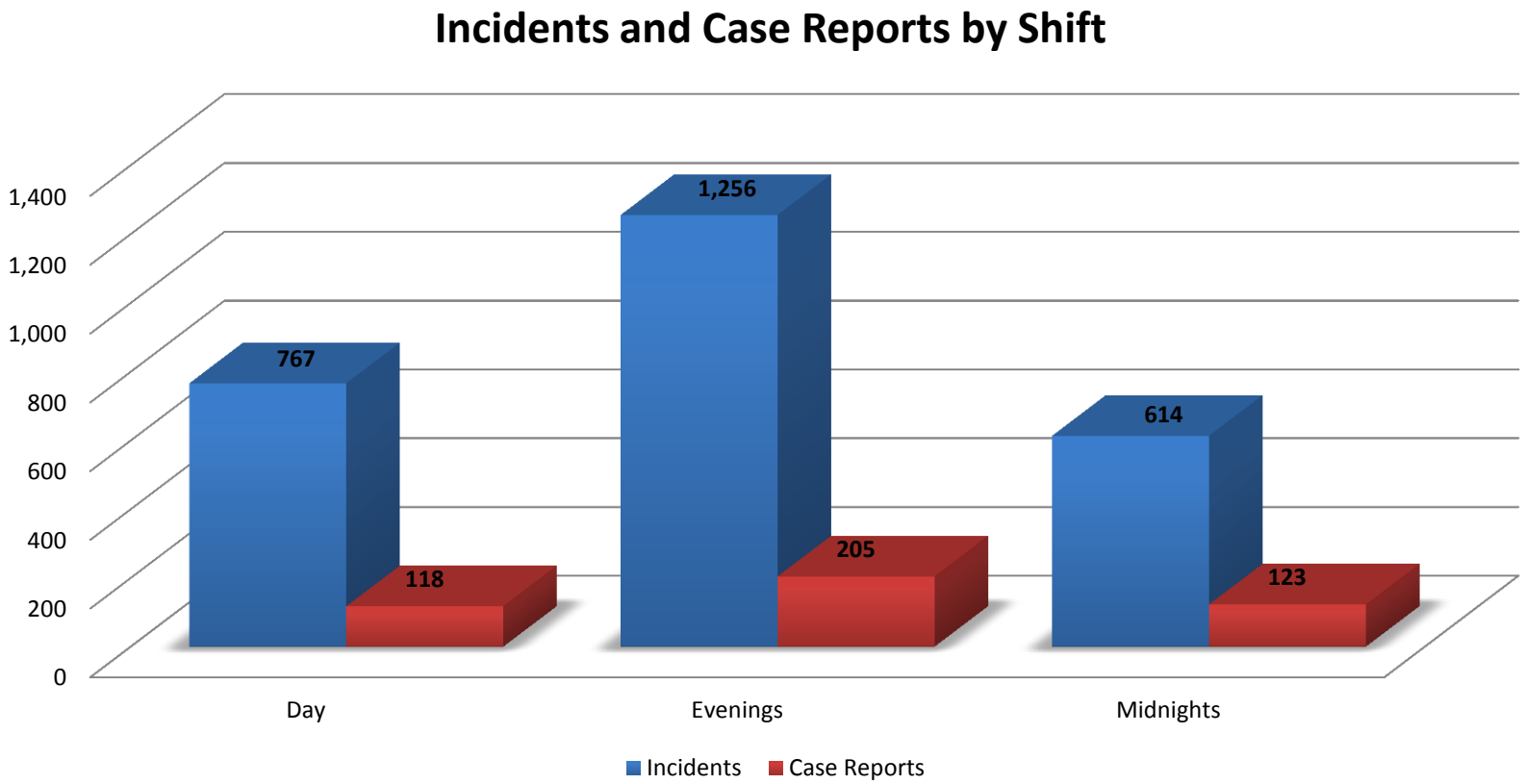
The table below illustrates the total of Incidents and Cases from November 1, 2016 thought November 30, 2016 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
800 N. Fiske	52	6
1407 Dixon Blvd	49	37
2700 SR.524	47	9
1080 N. Fiske	46	13
1514 Clearlake Rd	36	6
900 Friday Rd	19	2
1010 N. Fiske Blvd	16	0
1524 Clearlake Rd	13	2
TOTAL	**278**	**75**

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.



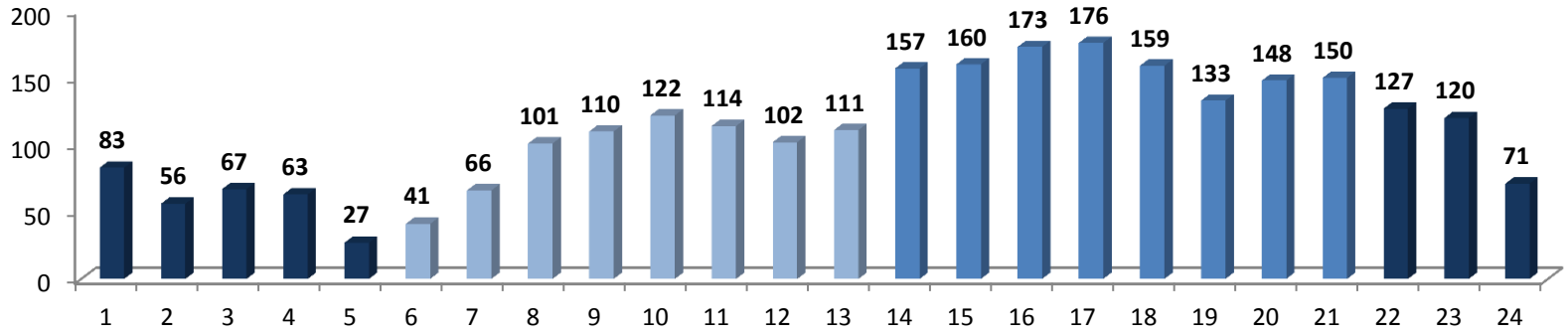
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

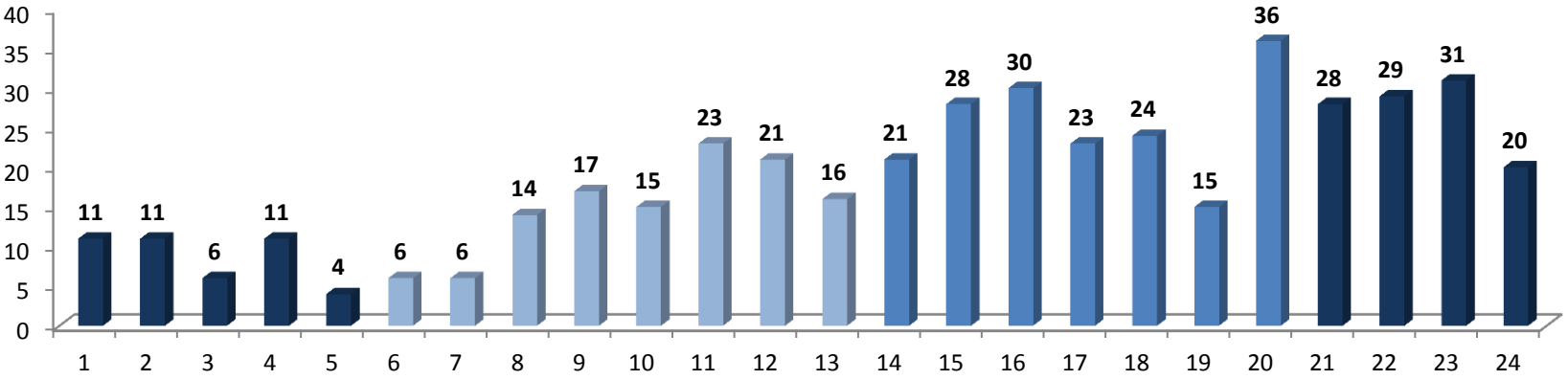
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day.

Incidents by Hour

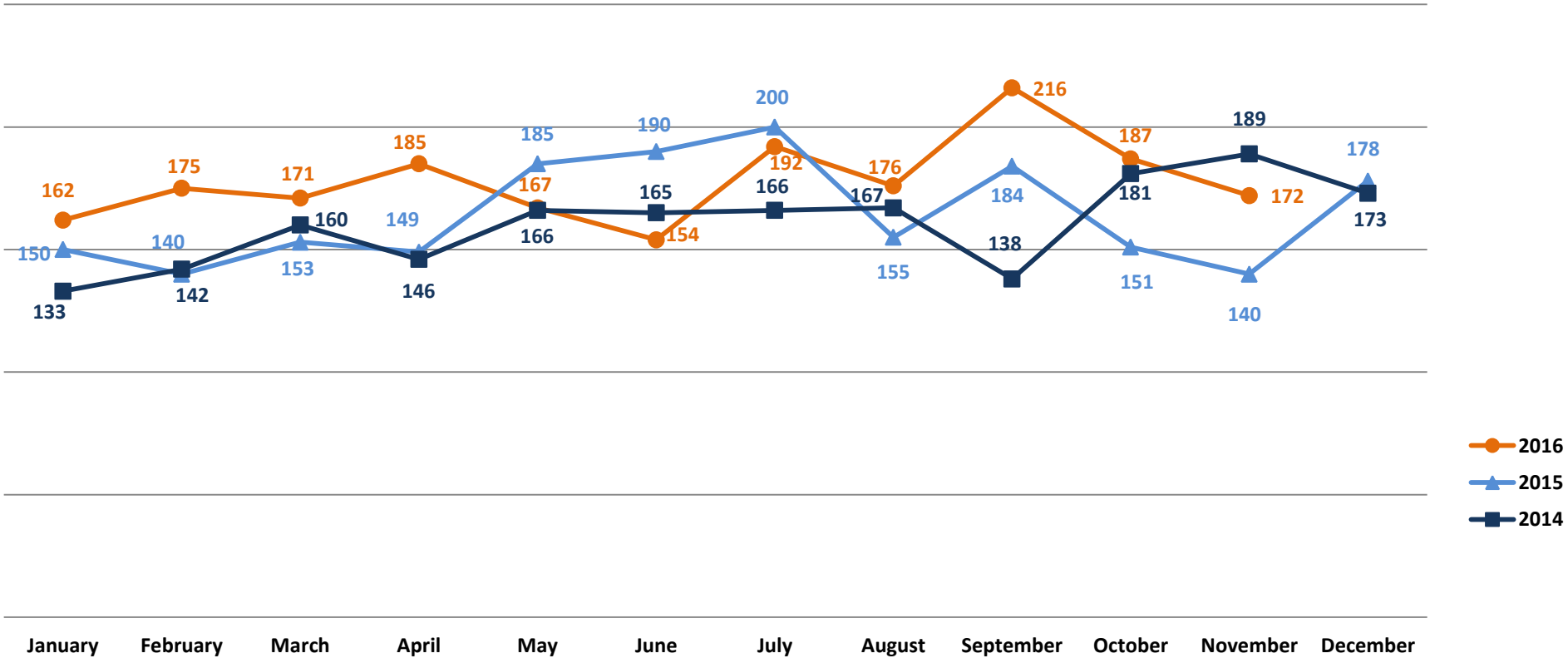


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2016, 2015, & 2014



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department

Council Report

December 2016

Prepared by Dailaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 Case Reports 5
District 2 Case Reports 6
District 3 Case Reports 6
District 4 Case Reports 7
Locations of Incidents 8
Incidents and Case Reports by Shift 10
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month - 2016, 2015, & 2014 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

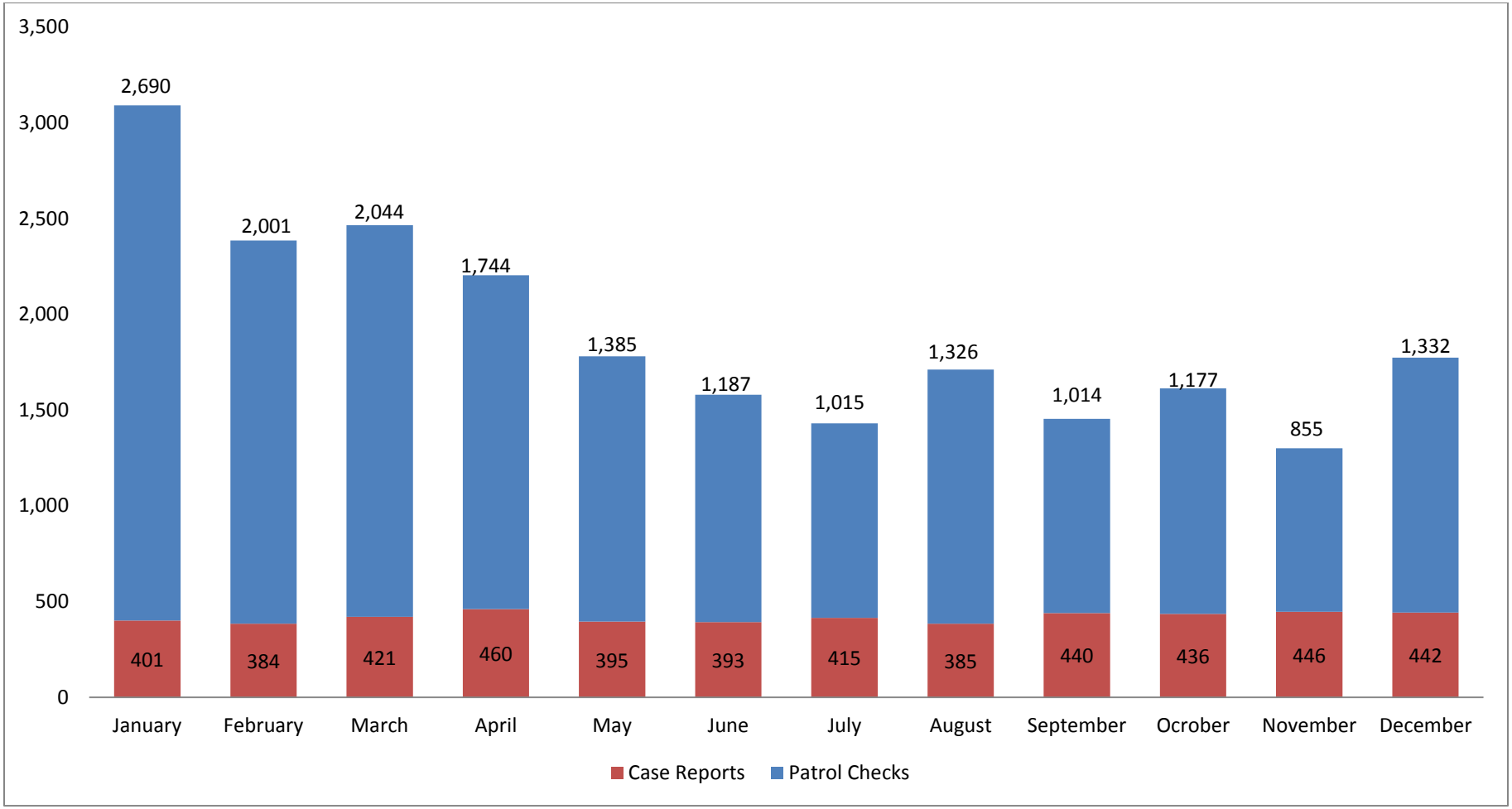
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for December 2016. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2014, 2015, and 2016.

- 4,361 incidents
- 442 Case Reports (10% of incidents)
  - 253 Criminal Case Reports (57% of all case reports)
  - 189 Non-Criminal Case Reports (43% of case reports)
  - 92 Criminal Case Reports were closed by Arrests/Capias Requests (36% of criminal case reports)
  - 33 Non-Criminal Case Reports were closed by Arrests/Capias Request (17% of non-criminal cases reports)
- 2,056 incidents were initiated by police officers (47%)
- District 2 experienced the most cases with a total of 161
- District 3 experienced the fewest cases with a total of 63
- Simple Assault Offenses have ***decreased*** by a 2% from the previous month
- Burglary Offenses have ***decreased*** by a 33% from the previous month
- Stolen Vehicle Offences have ***decreased*** by 16% from the previous month
- Overall, UCR offenses have ***Increased*** from the previous month by an 8%

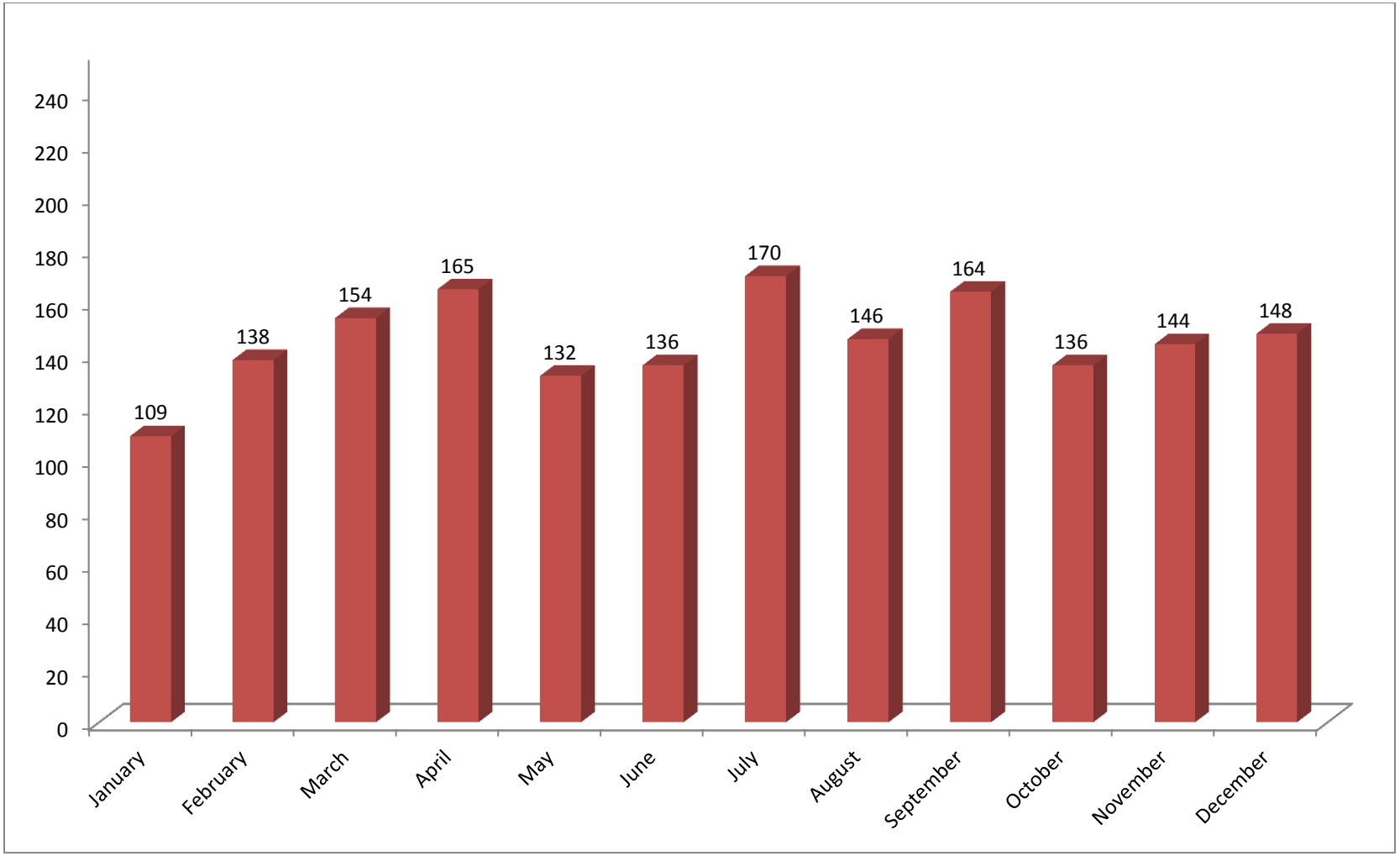
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



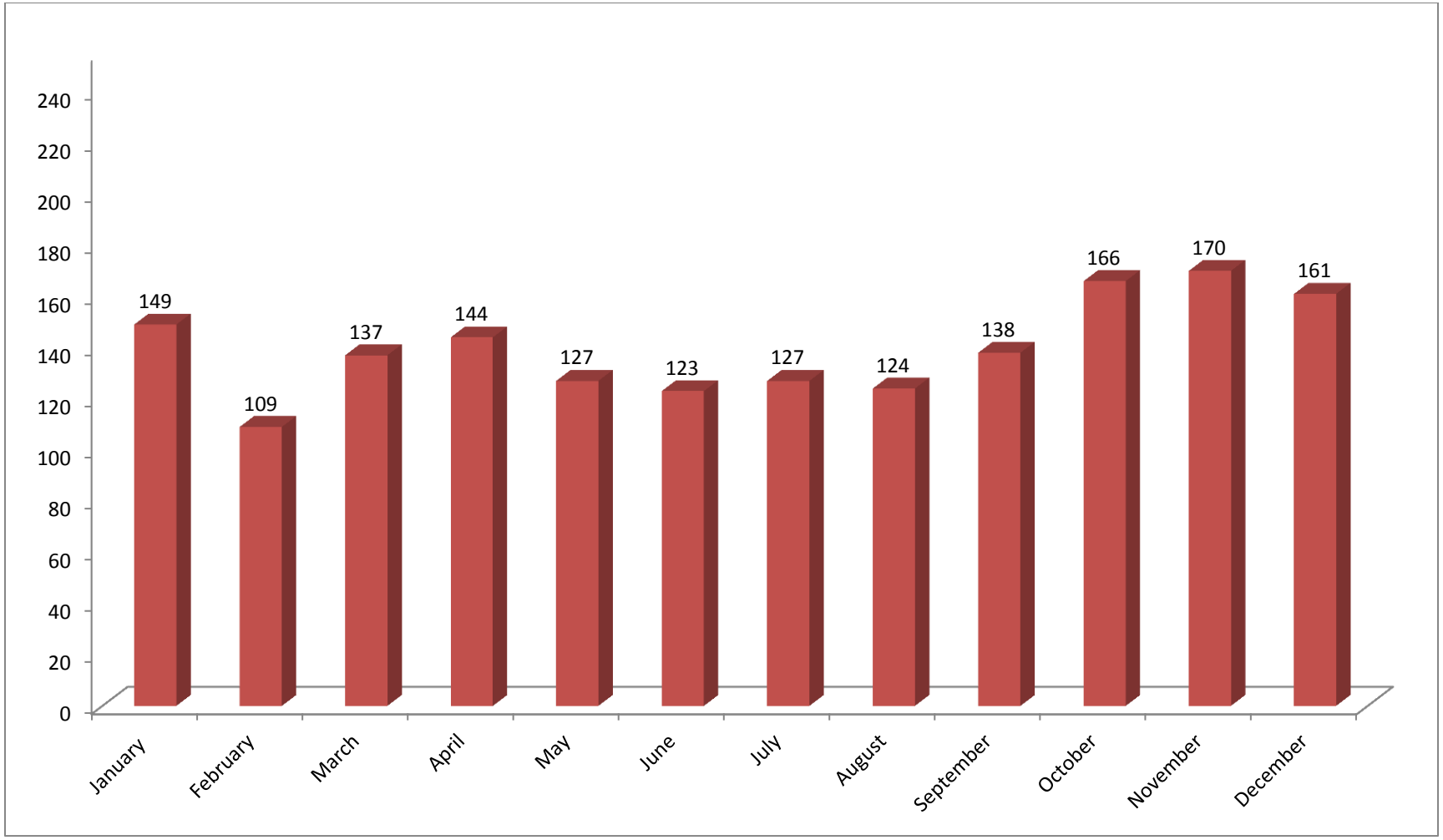
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



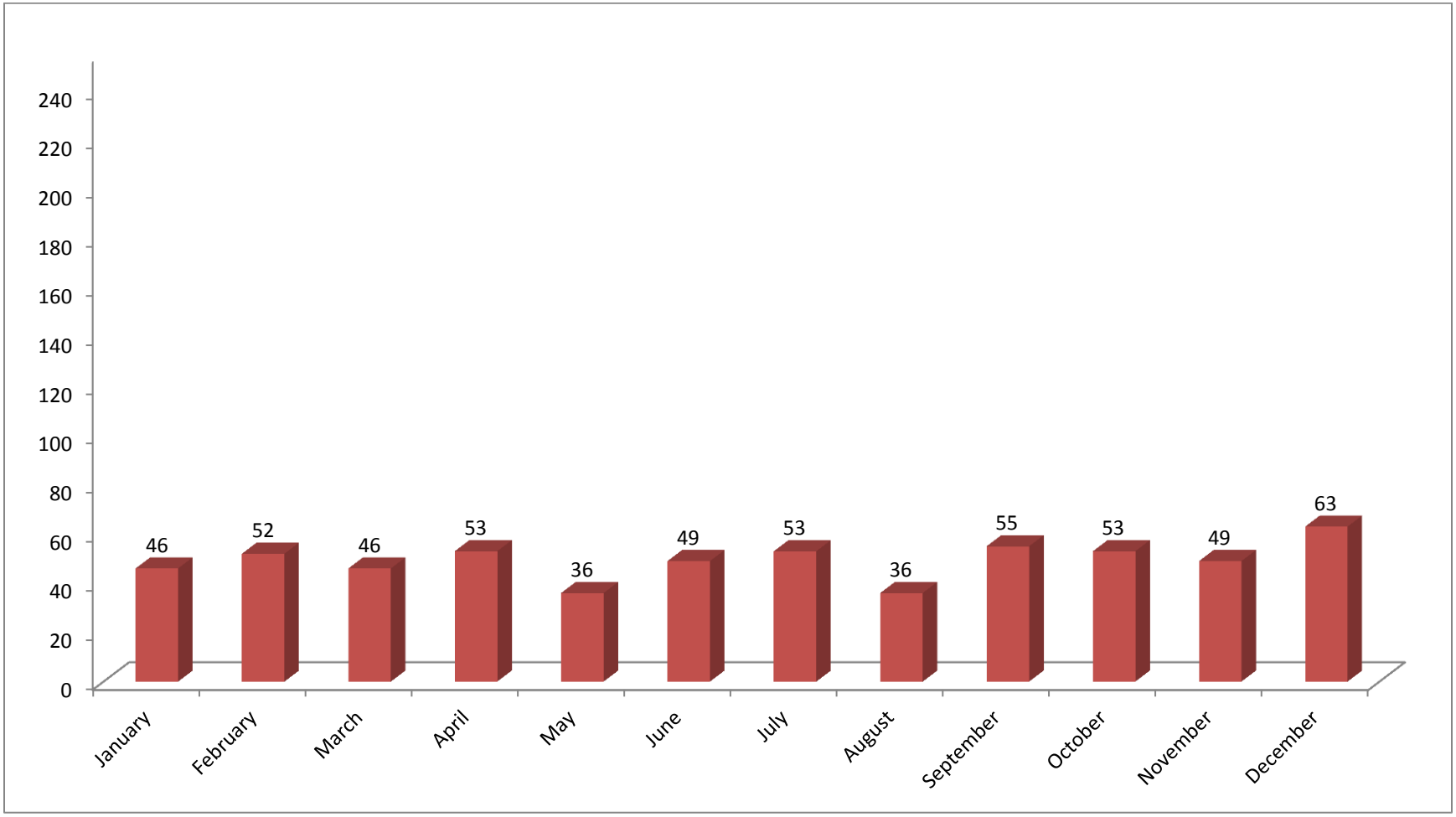
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



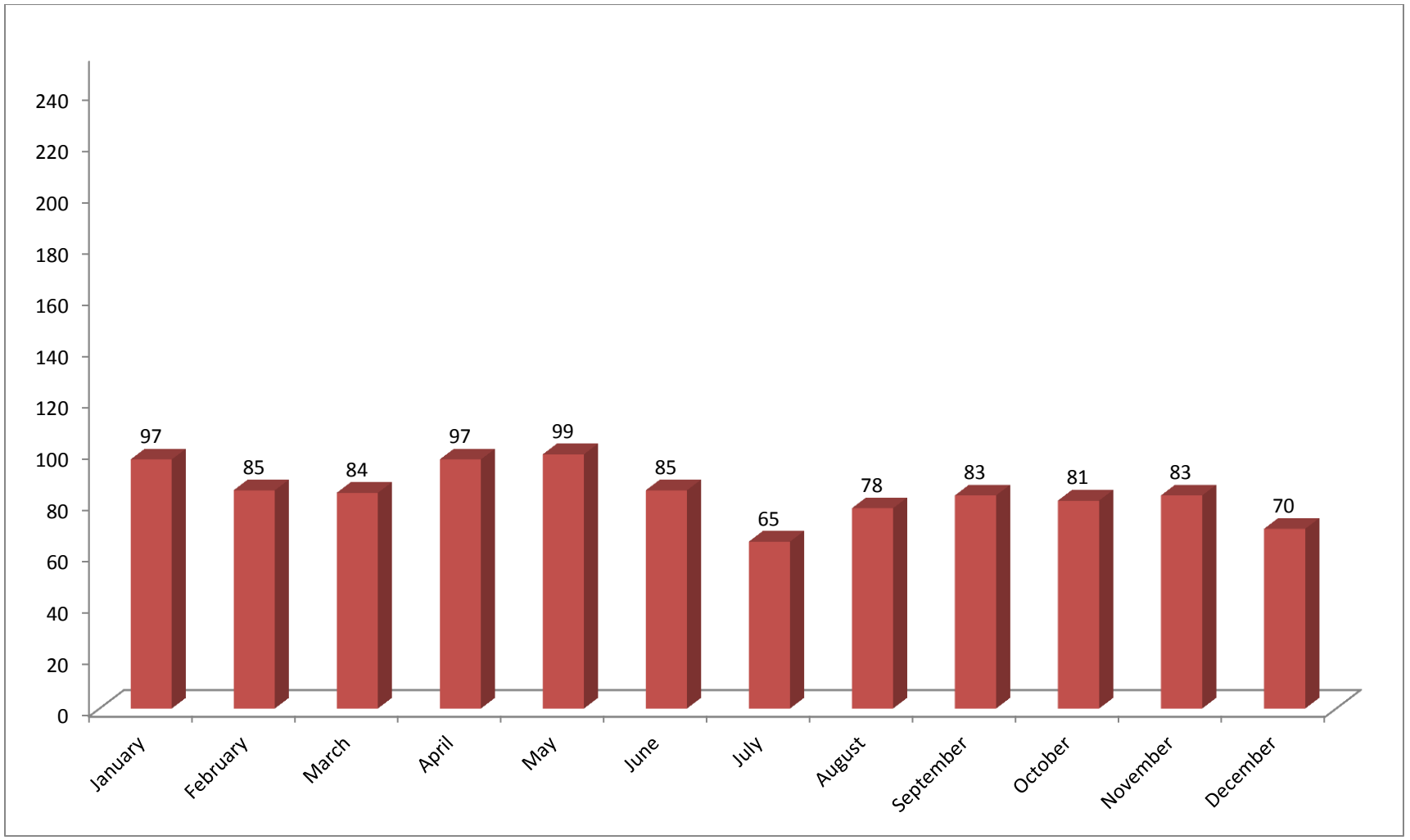
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

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

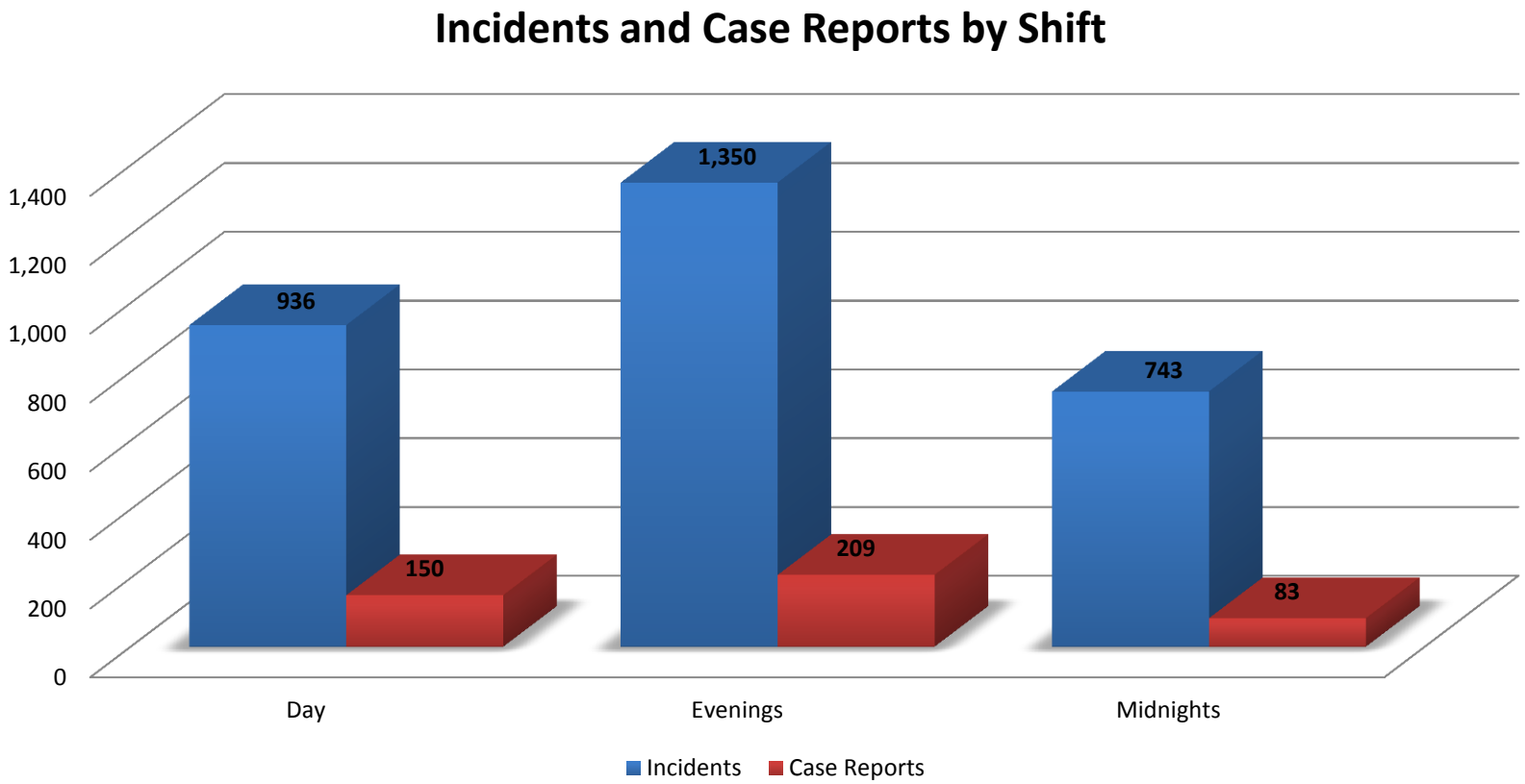
The table below illustrates the total of Incidents and Cases from December 1, 2016 thought December 31, 2016 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	75	17
1407 Dixon Blvd	72	40
900 Friday Rd	48	5
1080 N. Fiske	42	9
800 N. Fiske	35	7
1514 Clearlake Rd	30	7
1010 N. Fiske Blvd	19	3
1524 Clearlake Rd	14	4
TOTAL	**335**	**92**

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.



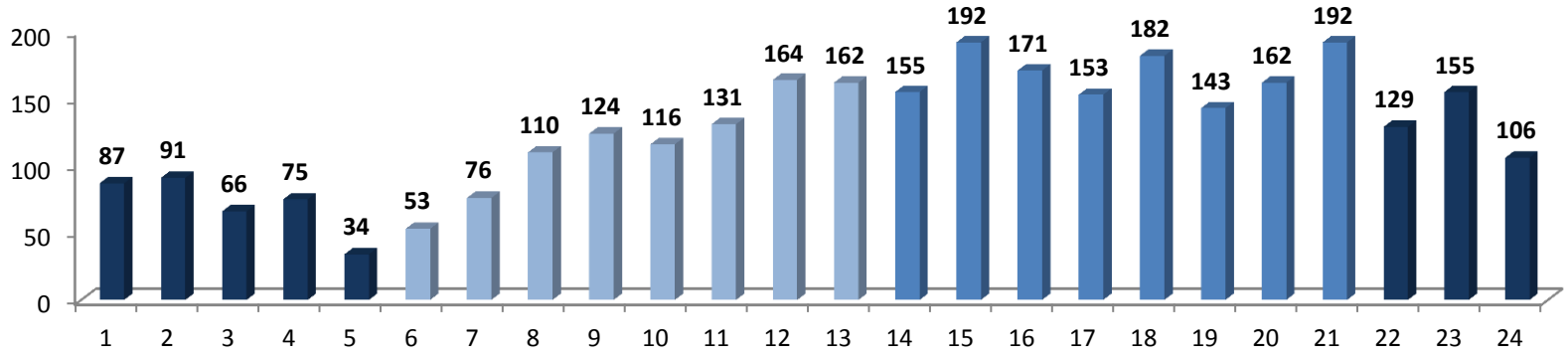
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

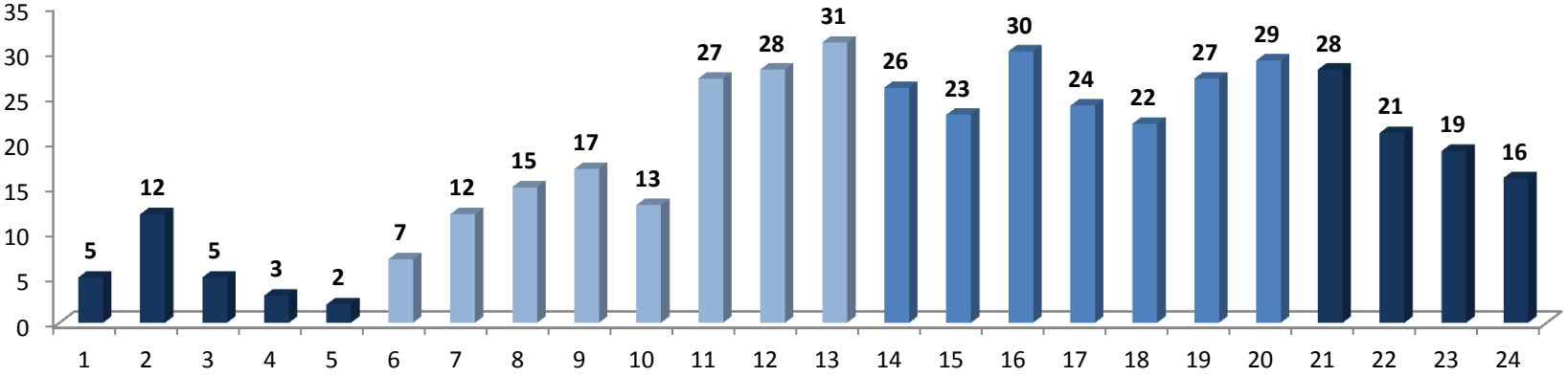
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day.

Incidents by Hour

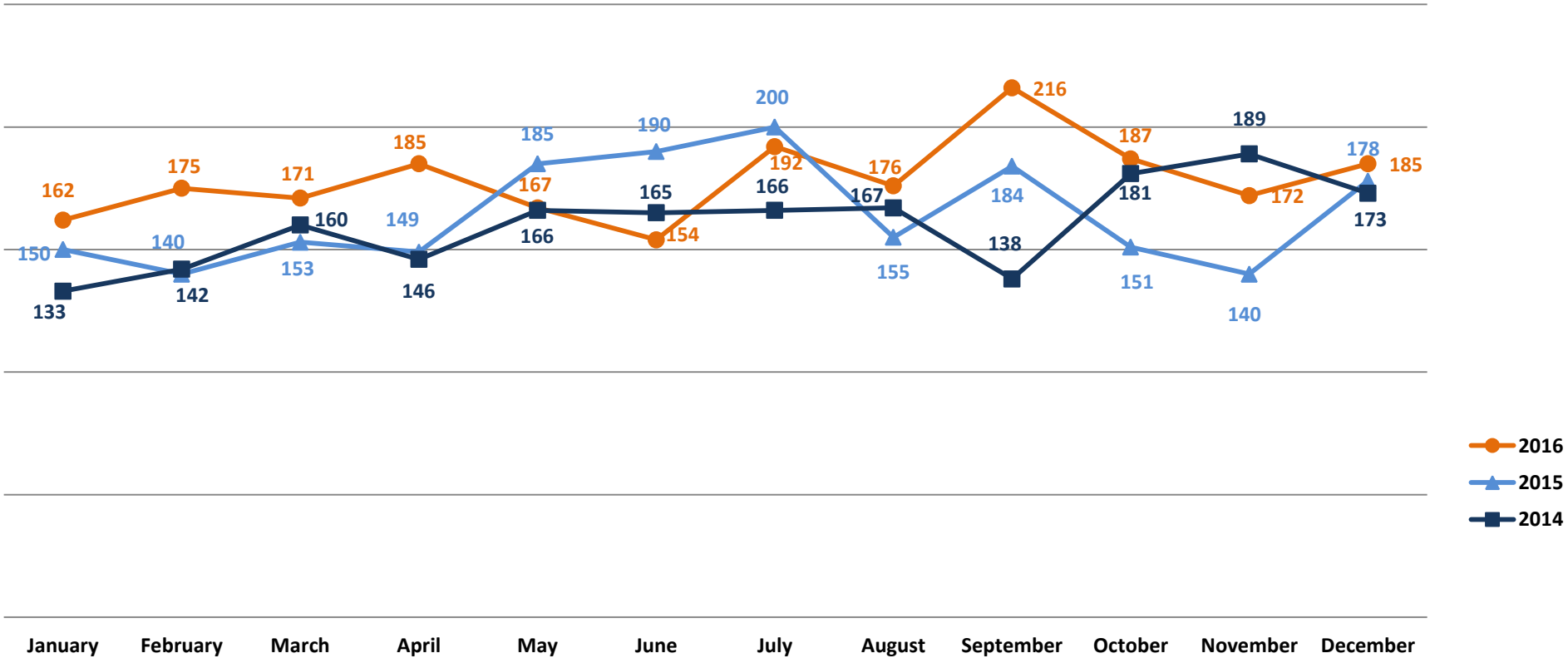


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2016, 2015, & 2014



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst