City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, February 14, 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 17-59 Approve the Agenda for the Regular meeting of February 14, 2017, as presented or with amendments.

Attachments: 02-14-17.pdf

MINUTES:

II.2(a) 17-60 Approve the MInutes for the Regular meeting of January 10, 2017, as written or with amendments.

Attachments: 01-10-17 Minutes.pdf
EXHIBIT A-Service Awards presentation.pdf
EXHIBIT B- L. SINCLAIR STATEMENT 001.pdf
EXHIBIT C-ISO Presentation 1-17 -.pdf

II.2(b) 17-71 Approve the Minutes of the Regular meeting of January 24, 2017, as written or with amendments.

Attachments: 01-24-17 Minutes.pdf
1-24-17 EXHIBIT A- Sister City Presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 17-80 City of Cocoa Investments Update. (Finance Director)

III.2 17-82 Proclamation: Proclaiming the month of February 2017 as Black History Month. (City Manager)

Attachments: 2017 Black History Month Proclamation.pdf

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 16-564 To Approve Task Order 2017-80 with CH2M Hill Engineers, Inc. for SCADA Remote Monitoring Integration Services. (Utilities Director)

Attachments: TO-UT-CH2M Hill 2017-80 (12-27-16) $723452

Cocoa SCADA Remote Monitoring IntegrationTask Order No 2017-80 Final 01

V.2 17-58 Approve Change Order #1 to FY2017 P.O. 69585 with Petticoat-Schmitt Civil Contractors, Jacksonville, Florida, for the Filter Media Removal and Replacement Project; To Authorize the City Manager to Execute the Change Order. (Utilities Director)

Attachments: Petticoat-Schmitt Change Order Proposal

V.3 17-64 Approve Task Order 2017-02 with CH2M Hill Engineers, Inc. for Security System Improvements Design at Dyal, Project No. WS1404 Chemical Conversion and Reliability Improvements Project. (Utilities Director)

Attachments: TO-UT-CH2M Hill 2017-02 (1-26-17) $228479

T.O. 2017-02 Proposal

Executed Agreement

V.4 17-67 Authorize the City Manager to Approve the Second Emergency Generator Repair from Ring Power Corporation, Orlando, Florida, for the Dyal Water Treatment Plant. (Utilities Director)

Attachments: Quote Gen #2 Ring Power 1.2017.pdf

Gen #2 Scope Ring Power 1.2017.pdf

PO Ring Power $218,788.97 1.2017.pdf

VI. PUBLIC HEARINGS:

VI.1 17-68 Ordinance No. 01-2017/ 2nd and Final Reading: Amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program. (Community Services Director)

Attachments: Ordinance No. 01-2017- Backyard Chickens.pdf

ProposedLocationsOrdNo01-2017.pdf

VI.2 17-69 Ordinance No. 02-2017/ 2nd & Final Reading: Amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New and/or Used Vehicles. (Community Services Director)

Attachments: Ordinance No. 02-2017.pdf

VII. COUNCIL BUSINESS:

VII.1 17-54 Approve a date correction for the St. Mark's Episcopal Academy Lions on the Run 5K, from Saturday, March 11, 2017 (4:00 pm - 7:00 pm) to Friday, March 10, 2017 (4:00 pm - 7:00 pm). (Community Services Director)

Attachments: 2017 Street Closures Legistar

VII.2 17-66 Consideration of a partial release of real property located at 1149 Masterson Street, Melbourne, which was previously owned by Gladys B. Thomas, current owner is Brevard Neighborhood Development Coalition. (Community Services Director)

Attachments: Lien Reduction Application.pdf

VII.3 17-70 Consider the appointment of Stephen Harrell as a member of the General Employees Pension Board through September 30, 2017. (Administrative Services Director)

Attachments: 01_10_17_Harrell Board application.pdf

General Pension Board Roster.pdf

VIII. CITY BUSINESS:

VIII.1 17-51 Council approval for the City of Cocoa to accept the donation of a Black and Tan Coonhound from Cocoa Community First, Inc. to be used for tracking, narcotics searches, and community outreach by the Cocoa Police Department, and to allow the City Manager sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Cocoa Community First, Inc. (Chief of Police)

Attachments: Waiver of Liability and Hold Harmless Agreement - Copper - 2017

VIII.2 17-53 Approve a Resolution amending the FY2017 Budget to transfer funds from Water/Sewer to the General Fund for the completion of the Utility Meter/Billing Audit performed by WRA which began in FY2016. (Finance Director)

Attachments: Budget Resolution FY 2017

BAF-FN-UT Audit Transfer pg 2 of 2 (2-14-17)~ Agenda 17-53.pdf

BAF-FN-UT Audit Amendment pg 1 of 2 (2-14-17)~ Agenda 17-53.pdf

VIII.3 17-55 Approve Continuation of Work with C & D Construction, Inc., Cocoa, Florida, for the 1.5 MG Elevated Storage Tank Structural Rehabilitation, Project No. WS1176; To Approve the Grading of the Project Site and Installation of a New Fence; To Approve a Resolution Amending the FY2017 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $5,467 (10% of the contract amount). (Utilities Director)

Attachments:
- C & D Construction - Proposal
- Budget Resolution FY 2017
- BAF-UT-Elevated Tank (2-14-17)~ Agenda 17-55 - FY17.pdf
- Resolution - Project Contingency (WS1176)

VIII.4 17-56 Approve Task Order # 2017-04 in the amount of $98,495 to Quentin L. Hampton utilizing Continuing Service Agreement RFQ-16-01-COC (A) for the Survey, Design and Permitting of Fiske Blvd. Phase 3 Design and Engineering. (Project # PW 17SI), Approve Task Order # 2017-05 in the amount of $ 61,190 to Quentin L. Hampton utilizing Continuing Service Agreement RFQ-16-01-COC (A) for the Survey and Design of the Broadmoor Acres Drainage Improvements (Project # SW 17BA) , Approve the budget transfer and approve the resolution amending the Fiscal Year 2017 budget. (Utilities Director)

Attachments:
- QLH PROPOSAL FISKE BLVD
- QLH PROPOSAL BROADMOOR
- TO-PW (2017-04) QLH 1-23-17 -- $98495
- TO-PW-(2017-05) QLH 1-23-17 -- $61190
- Budget Resolution FY 2017.pdf
- BAF-PW-Fiske_Broadmoor Project (2-14-17)~Agenda 17-056.pdf

VIII.5 17-61 Approve a Resolution amending the FY2017 Budget to record transactions relating to the issuance of the $8,865,000 Capital Improvement Refunding Revenue Bonds, Series 2016. (Finance Director)

Attachments:
- JE#2017-00590 Record Refunding Bond 2016
- Budget Resolution FY 2017
- BAF-FN Record Refunding Bond Series 2016 (2-14-17) Agenda 17-061.pdf
- Closing Memo_City of Cocoa Refunding Bond 2016
- Accounting Transactions Series 2016 CIP Refunding.pdf

VIII.6 17-75 Approve Amendment #1 to the Continuing Services Agreement as approved by City Council on September 23, 2015. Council approval for an amendment to Task Order 2017-26.1 to Cardno for the remaining delineation/confirmatory soil sampling, excavation/removal of impacted soil/backfill and report preparation of 300 Brunson Boulevard, the site of the new Fire Station #2 for an amount not to exceed $71,190; Approve a resolution amending the budget in the amount of $71,190. (Public Works Director)

Attachments:
- Cardno Quote TO#2017-26.1.pdf
- AttachA_Worksheet_withManhours.pdf
- Cardno Amendment for 2-14-17 Council.doc
- TO-PW-Cardno-Task Order#2017-26.1-2.1.17-$71,190.pdf
- FY2017 Budget Resolution.docx
- BAF-PW-Cardno (2-14-17) Agenda 17-75.pdf

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

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

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

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per issue shall be allowed.

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Legislation Details (With Text)

File #:	17-59	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/25/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of February 14, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-14-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2017
Agenda Date: February 14, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of February 14, 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 14, 2017, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: February 14, 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 14, 2017 (17-59)
2. Minutes: (a) Regular Meeting of January 10, 2017 (17-60)
   (b) Regular Meeting of January 24, 2017 (17-71)

III. AWARDS AND PRESENTATIONS:

1. City of Cocoa Investments Update (17-80) (Finance Director)

2. Proclamation: Proclaiming the month of February 2017 as Black History Month. (17-82). (City Manager)

IV. DELEGATIONS:

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

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking

under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

1. Approve Task Order 2017-80 with CH2M Hill Engineers, Inc. for SCADA Remote Monitoring Integration Services. (16-564). (Utilities Director)

2. Approve Change Order #1 to FY2017 P.O. 69585 with Petticoat-Schmitt Civil Contractors, Jacksonville, Florida, for the Filter Media Removal and Replacement Project; To Authorize the City Manager to Execute the Change Order. (17-58). (Utilities Director)

3. Approve Task Order 2017-02 with CH2M Hill Engineers, Inc. for Security System Improvements Design at Dyal, Project No. WS1404 Chemical Conversion and Reliability Improvements Project. (17-64). (Utilities Director)

4. Authorize the City Manager to Approve the Second Emergency Generator Repair from Ring Power Corporation, Orlando, Florida, for the Dyal Water Treatment Plant. (17-67). (Utilities Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 01-2017/ 2nd & Final Reading: Amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program. (17-68). (Community Services Director)

2. Ordinance No. 02-2017/ 2nd & Final Reading: Amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New and/or Used Vehicles. (17-69). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Approve a date correction for the St. Mark's Episcopal Academy Lions on the Run 5K, from Saturday, March 11, 2017 (4:00 pm - 7:00 pm) to Friday, March 10, 2017 (4:00 pm - 7:00 pm). (17-54). (Community Services Director)

2. Consideration of a partial release of real property located at 1149 Masterson Street, Melbourne, which was previously owned by Gladys B. Thomas, current owner is Brevard Neighborhood Development Coalition. (17-66). (Community Services Director)

3. Consider the appointment of Stephen Harrell as a member of the General Employees' Pension Board through September 30, 2017. (17-70). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Approval for the City of Cocoa to accept the donation of a Black and Tan Coonhound from Cocoa Community First, Inc. to be used for tracking, narcotics searches, and community outreach by the Cocoa Police Department, and to allow the City Manager sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Cocoa Community First, Inc. (17-51). (Chief of Police)

2. Approve a Resolution amending the FY2017 Budget to transfer funds from Water/Sewer to the General Fund for the completion of the Utility Meter/Billing Audit performed by WRA which began in FY2016. (17-53). (Finance Director)

3. Approve Continuation of Work with C & D Construction, Inc., Cocoa, Florida, for the 1.5 MG Elevated Storage Tank Structural Rehabilitation, Project No. WS1176; To Approve the Grading of the Project Site and Installation of a New Fence; To Approve a Resolution Amending the FY2017 Budget; Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $5,467 (10% of the contract amount). (17-55). (Utilities Director)

4. Approve Task Order # 2017-04 in the amount of $98,495 to Quentin L. Hampton utilizing Continuing Service Agreement RFQ-16-01-COC (A) for the Survey, Design and Permitting of Fiske Blvd. Phase 3 Design and Engineering (Project # PW 17SI); Approve Task Order #2017-05 in the amount of $61,190 to Quentin L. Hampton utilizing Continuing Service Agreement RFQ-16-01-COC (A) for the Survey and Design of the Broadmoor Acres Drainage Improvements (Project #SW 17BA); Approve the budget transfer and approve a Resolution amending the Fiscal Year 2017 budget. (17-56). (Public Works Director)

5. Approve a Resolution amending the FY2017 Budget to record transactions relating to the issuance of the $8,865,000 Capital Improvement Refunding Revenue Bonds, Series 2016. (17-61). (Finance Director)

6. Approve Amendment #1 to the Continuing Services Agreement as approved by City Council on September 23, 2015. Council approval for an amendment to Task Order 2017-26.1 to Cardno for the remaining delineation/confirmatory soil sampling, excavation/removal of impacted soil/backfill and report preparation of 300 Brunson Boulevard, the site of the new Fire Station #2 for an amount not to

exceed $71,190; Approve a resolution amending the budget in the amount of $71,190. (17-75). (Public Works Director)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

None.

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 #:	17-60	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	1/25/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Approve the MInutes for the Regular meeting of January 10, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-10-17 Minutes.pdf EXHIBIT A-Service Awards presentation.pdf EXHIBIT B- L. SINCLAIR STATEMENT 001.pdf EXHIBIT C-ISO Presentation 1-17 -.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2017
Agenda Date: February 14, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the MInutes for the Regular meeting of January 10, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the MInutes for the Regular meeting of January 10, 2017, as written or with amendments.

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MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

January 10, 2017

A Regular meeting of the Cocoa City Council was held on Tuesday, January 10, 2017, in City Council Chambers located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:04 p.m.

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

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Eric Austin, Acting Chief of Police/Major; Teri Butler, Finance Director; Gary Palmer, Acting Public Works Director/Facilities Manager; Gail Bantugan, Leisure Services Manager; Jonathan Lamm, Deputy Fire Chief; Gina Maxwell, Human Resources Manager; Jason McCuen, Helpdesk Support Tech; Laura Rankin, Associate Engineer; Nick Slaughter, Fire Fighter; Jorge Abreu, Fire Fighter; Charles McGrath, Police Department; Mary Williams, CAD/GIS Technician; Lori McGee,

Fire Fighter; Savi Pooran, Human Resources Technician; and Samia Singleton, Economic Development Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of January 10, 2017
2. Minutes: (a) Regular meeting of December 13, 2016 (17-22)

The Agenda was amended to move Item III.2 to City Business VIII.4, all items after would move down one number.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the Agenda for the Regular meeting of January 10, 2017 as amended.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the Minutes as written for the Regular meeting of December 13, 2016.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

1. City of Cocoa Employee Service Awards Presentation. (16-573). (Administrative Services Director)

Ms. Gemmati and Ms. Maxwell announced several employees who were in attendance for their years of service to the City. Those employees were: Charles McGrath, Jeanne Williams, Karen Kemp, Nick Slaughter, Jorge Abreu, and John Titkanich.

All other employees' names were mentioned who have reached five, ten, fifteen, twenty, and twenty five years of service[1].

[1] EXHIBIT A: Service Awards Presentation

~~2. Presentation regarding the City's recent Insurance Service Office (ISO) Public Protection Classification Survey. (17-26). (Fire Chief)~~

This item was moved to City Business Item VIII.4.

IV. DELEGATIONS:

Larry Sinclair, 1052 Mitchell St., Cocoa, wished all a happy new year and provided all Council with a prepared statement[2]. He expressed his sincere thanks and appreciation to Mayor Parrish, Councilwoman Warner, Cocoa Police Officers, and all others who helped make the toy give away a success at Christmas in the neighborhood. He further spoke about comments that were made at the December 13th Council meeting and specified what he was talking about at that time for the record, which is all on the handout he provided. In closing he provided updates on the homes in Broadmoor Acres.

Citizens of Prospect Avenue, Mary Ann Barnosky, 901 Avon Place, Cocoa, mentioned that she was in attendance at the Special meeting in December and submitted a petition for speed humps on Prospect Avenue. She brought Jamie Key with her who resides at 703 Prospect Avenue who also voiced concerns of speeding in the area.

Councilman Whipple mentioned that when he was on the Council before there was a procedure for speed humps. City Manager Titkanich agreed and noted that this issue was being looked into. The Public Works Director was not in attendance but he assured her that he would follow up on this. He further pointed out that the process takes longer than two weeks.

Councilman Whipple requested that those here tonight be contacted personally so that they were aware that their issues were being followed through.

Virgie Prude, 536 S. Varr Avenue, Cocoa, noted that she had been to a few other meetings and asked for lighting to be installed on her street, additionally, she spoke about a leak in her roof and speed bumps. She was not sure how or who to call for help. She also spoke in regards about a large water bill.

[2] EXHIBIT B: Prepared statement from Larry Sinclair

Councilman Whipple would make sure that someone would address her issues. He advised that he did not feel that this was the venue to get her information and she would be contacted by City administration or himself with answers.

Jennifer Hayes, 916 Florida Avenue, and owner of Homemade Happiness Bakery, advised that she was trying to figure out what was happening with the road. She was not aware of the construction until a week before it started. She was concerned because customers cannot get to their store due to the construction and it was hurting her business.

City Manager Titkanich provided a recap of the project advising that this was in the planning for 3-5 years. He understood that her section was close to being completed. He provided a timeline of anticipated completion dates and assured her that minor touch up jobs would not require permanent closures. He added that the project was moving along at a good pace and that this project would not take three years to complete.

Ms. Hayes pointed out that US 1 took forever and with her business being on a back street it was hard. City Manager Titkanich understood her concerns and mentioned that they could maybe put some temporary business signs up for the business owners so customers were aware they were open.

Janne Etz, HCVA, advised that she was re-elected as President/Chairman for next year. Emma Kirkpatrick would be Vice President, Susan Bailey would be Treasurer, and Nancy Elliott would be the secretary. They plan to continue to have a board presence at Council meetings and will continue their monthly meetings with the City Manager and staff. In closing she mentioned that their meetings are the second Wednesday of the month at 5:30 pm in their office on Orange Street.

V. CONSENT AGENDA:

1. Authorize the City Manager to 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, 2016 through September 30, 2017. (16-562). (Utilities Director)

2. Award Bid #B-17-04-COC, Water & Wastewater Treatment Chemicals, to Allied Universal Corp., Miami, Florida, for the Purchase of Sodium Hypochlorite for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility. (16-563). (Utilities Director)

3. 1) Approve a Budget Resolution and attached Budget Adjustment Form(s) to amend the FY2017 Stormwater Utility budget and transfer the funds necessary for the construction of the Diamond Square Regional Stormwater Facility (DSRSWF), project number SW17DS; 2) Authorize the City Manager to sign the subsequent Purchase Order for construction of the DSRSWF; and 3) Approve a Resolution to authorize the City Manager to approve any Change Orders that arise during construction of the DSRSWF, project number SW17DS up to a maximum combined cost not to exceed $616,630. (16-567). (Public Works Director)

4. Approve Change Order #1 to P.O. 69294 to install a second door in the Maintenance Building. (16-580). (Utilities Director)

5. Approve 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; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders. (17-1). (Utilities Director)

6. Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 3398-2 OQ Effective March 12, 2016 through March 11, 2017. (17-2). (Utilities Director)

7. Approve a Resolution Amending the FY2017 Budget for Emergency Generator Rental from Ring Power Corporation Florida, Orlando and to Approve the Continuation of Work for the Dyal Water Treatment Plant. (17-3). (Utilities Director)

8. Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida, Utilizing the National Joint Powers Alliance (NJPA) Contract No. 070313-VRM to Purchase a McLaughlin VX50-500 Hydro Excavator and Associated Equipment (17-6). (Utilities Director)

9. Approve Task Order #2017-03 for Architects RZK, Inc. in the amount of $70,508.00 Project #CP16F2 for the Professional Design Services on Fire Station 2 (Brunson site). (17-7). (Public Works Director)

10. Approve an Agreement with Brevard Robotics, Inc. for the City to Extend a Sewer Force Main (which will be owned and operated by the City) and for an Option to Convert the Private Station into a Future Master Lift Station for City use and Authorize the City Manager to Execute the Agreement. (17-8). (Utilities Director)

*** MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the Consent agenda.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 18-2016/1st Reading: Establishing a Temporary Moratorium within the jurisdictional limits of the City of Cocoa, prohibiting any and all medical cannabis activities during the moratorium period. (17-12). (Community Services Director)

Attorney Garganese read Ordinance No. 18-2016 into the record by title only as follows. He advised that this was the first reading of the ordinance and that this would establish a moratorium for the time period specified. This item came about due to the November 8, 2016 election.

ORDINANCE NO. 18-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF COCOA; ADOPTING FINDINGS OF FACT; PROHIBITING ANY AND ALL MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD INCLUDING THE GROWING, CULTIVATION, PROCESSING, MANUFACTURE, DISPENSING, DISTRIBUTION, AND SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, DERIVATIVE PRODUCTS, AND RELATED ACTIVITIES; DIRECTING STAFF TO DEVELOP PROPOSED LAND DEVELOPMENT REGULATIONS AND OTHER RECOMMENDATIONS REGARDING SUCH CANNABIS RELATED ACTIVITIES; PROVIDING FOR PENALTIES; SEVERABILITY; CONFLICT WITH PRIOR INCONSISTENT ORDINANCES; NON-CODIFICATION; CORRECTION OF SCRIVENER'S ERRORS; AND AN EFFECTIVE DATE.

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

*** MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve Ordinance No. 18-2016 on first reading.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. COUNCIL BUSINESS:

1. Approve the requested 2017 street closures in association with the proposed Special Events. (17-9). (Community Services Director)

Mr. Belden presented the item pointing out that this request included 19 events with 21 day street closures proposed. All events were those that are held annually.

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

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. City Council Liaison Appointments and Appointment of the Space Coast League of Cities Voting Delegate and Alternate. (17-10). (Administrative Services Director)

City Manager Titkanich mentioned that the City Clerk had spoken with the absent Council members and their requests for liaison appointments were as follows:

Deputy Mayor Boisvert requested to stay on TPO, would like Code Enforcement Board and would stay on the Utilities Advisory Board if needed.

Councilwoman Blanco requests Planning & Zoning, and US 1 RDA. She will be an alternate to the Space Coast League of Cities if needed.

Councilwoman Warner had no problem allowing Councilwoman Blanco to be liaison to US 1 RDA as she was a former member of the board. She also was not opposed to Deputy Mayor Boisvert being the Code Board liaison. She believed it was good for them to move around on boards once in a while.

The liaison appointments were as follows:

- Affordable Housing Committee: Councilwoman Warner
- Board of Adjustment: Councilwoman Warner
- Code Enforcement Board: Deputy Mayor Boisvert
- Diamond Square RDA: Councilman Whipple
- Brownfields Advisory Board: Mayor Parrish
- Housing Authority: Mayor Parrish
- Planning & Zoning Board: Councilwoman Blanco
- US 1 Corridor RDA: Councilwoman Blanco
- Utilities Advisory Board: Deputy Mayor Boisvert
- Space Coast TPO: Deputy Mayor Boisvert (primary)
  Councilwoman Warner (alternate)
- Space Coast League of Cities: Councilman Whipple (primary)
  Councilwoman Warner (alternate)

3. Consider the appointment of Stephanie Moretto as an Alternate member of the Code Enforcement Board. (17-21). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to appoint Stephanie Moretto as an Alternate member of the Code Enforcement Board.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. (1) Award the Factory Street Stormwater Retrofit to Estep Construction with a deductive Change Order of $118,385.90 that brings the cost of construction to $259,392 and a project total of $297,877; (2) Approve the attached Deductive Change Order Form which is already signed by the Engineer of Record and Estep Construction; and (3) Approve an appropriate Budget Resolution regarding the attached FY17 Project Transfer while utilizing the FY17 Budget Adjustment Form. (16-568). (Public Works Director)

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

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Ordinance No. 04-2017/1st Reading: Repealing Chapter 8, Article V; and dismissing members of the former Enterprise Zone Development Agency. (16-569). (Community Services Director)

Attorney Garganese read Ordinance No. 04-2017 into the record by title only as follows and advised that this was first reading of the ordinance and was not a public hearing.

ORDINANCE NO. 04-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REPEALING CHAPTER 8, ARTICLE V – ENTERPRISE ZONE DEVELOPMENT AGENCY; PROVIDING FOR THE DISSOLUTION OF THE CITY'S ENTERPRISE ZONE DEVELOPMENT AGENCY AND FORMALLY RELIEVING THE MEMBERS THEREOF FROM SERVICE ON SAID AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Attorney Garganese mentioned that this was basic housecleaning and cleaning up of the code.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the Ordinance on first reading.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve a Resolution modifying the composition of the Brownfields Advisory Board; and accept the applications of Cynthia Leckey, Elizabeth Huy, Judy Blanchard, Lang Houston, LaShauna Ginn, Lt. Mark Oenbrink, and Scott C. Jackson to be appointed to the Brownfields Advisory Board. (16-566). (Community Services Director)

Mr. Belden presented the item and mentioned it was related to the previous item noting that since the Enterprise Zone board no longer exists the members needed to be reappointed to the Brownfield's Advisory Board. He provided a brief history of the Brownfields program.

Councilman Whipple questioned the new board members clarifying that they were previously on the board and were all familiar with the Brownfield's program.

He was concerned that a member might be a property owner and did not want a conflict of interest with the board members.

City Manager Titkanich advised that this was a voluntary program and if they seek to benefit from the program, it was up to the private property owner to form their own board to make sure they carry out the conditions as required.

Councilman Whipple did not want to appoint someone because they were on another board. He was looking down the road for potential problems.

In response, City Manager Titkanich believed that was a valid point and noted that since 2003 there had been two private applications and two applications that were initiated by the City. None of those presented an issue where the private property owner was a member of the board.

Councilwoman Warner assured Councilman Whipple that they understood what he was saying.

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

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Presentation regarding the City's recent Insurance Service Office (ISO) Public Protection Classification Survey. (17-26). (Fire Chief)

Chief Prince provided a presentation[3] regarding the ISO Public Protection Classification Survey. He explained that the Insurance Services Office (ISO) collects and evaluates information from communities in the United States on their structure fire suppression capabilities; and that the data is analyzed using their Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC) grade is assigned to the community.

He explained the grading system and the ISO's PPC criteria in detail.

Chief Prince pointed out that none of this could be done with the help and cooperation of other City departments such as the Utilities, Fleet Services, Public

[3] EXHIBIT C: ISO Presentation

Works, Community Services, and the Fire Department. There were so many things needed in order to get through the criteria all of these departments and employees were instrumental throughout the process.

In 2013 the Fire Suppression Rating Schedule was changed and he spoke about other modifications in regards to the rating.

Chief Prince provided stats on the City's new PPC Grade which was broken down as follows:

- Most recent PPC was completed on September 7, 2016
- Received a grade of 79.80 out of possible 105.5 points
- Assigned a Class 3/3x rating based on the new 100% hydrant coverage rule
- Emergency Communications received 10 out of 10 points
- Water Supply received 38.91 out of 40 points
- Fire Department received 33.53 out of 50 points
- Community Risk Reduction received 3.40 of 5 points

ISO PPC stats countrywide were discussed.

Chief Prince spoke in detail about what this score means for the City, noting that investments in the City's water system infrastructure was making a positive difference. Additionally, the investments in the Fire Department have improved the capability to provide for fire suppression services.

Furthermore, he discussed the benefit of this rating for citizens. It provides an opportunity to experience a reduction in fire insurance rates for residential, commercial, and industrial properties because of the improved PPC Grade. It really makes in impact on industrial and commercial rates.

Councilwoman Warner asked how they were going to let citizens know so that they could call their insurance companies for a reduction. In response, Chief Prince mentioned that they would put it on their website, newsletters, etc.

Councilman Whipple believed that it was a good think that they were staying current and that the City was moving forward with new fire trucks and fire fighters. It was paying off. He felt that it was extremely visible.

Chief Prince advised that Council and citizens should be extremely proud of those working for the City and doing what they need to do. It was all reflected in the scores.

* **MOTION by Councilman Whipple; Seconded by Councilwoman Warner, to approve Resolution No. 2017-01, adopting a new fee schedule for Fire Inspections.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UANIMOUSLY (4-0)

5. Approve a Resolution adopting a new fee schedule for Fire Inspections. (17-23). (Fire Chief)

MULTI-YEAR CONTRACTS:

6. Approve a multi-year Agreement with MCCi LLC, for Laserfiche software and support services retroactive to October 12, 2015 for an amount not to exceed $35,000 annually; Authorize the City Manager and City Attorney to finalize and approve the agreement consistent with this agenda item. (17-20). (Assistant City Manager)

Assistant City Manager Fuhrer provided a summary of the item pointing out that in 2007 the city converted its paper storage system to Laserfiche software with continuous renewals. In the 2014 budget cycle staff looked into ways that they could improve the software for workflows. Laserfiche had a way that this could be improved and in addition, could create an audit trail. That adjustment was approved in the annual budget.

It was a staff oversight in citing that the agreement was a three year or multi-year and they have been operating with the software.

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

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

City Manager Titkanich wanted to clarify that Council was clear on the prior item and that the Resolution they approved was adopting the fire inspection fee program.

They all concurred that they were clear.

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 11/30/2016. (16-555). (Finance Director)

2. Review of the Employee Health Center utilization report provided by CareATC for November 2016. (16-570). (Administrative Services Director)

3. Relation between the estimated and actual income and expenses to date. (16-578). (Finance Director)

4. FY 2017 Budget Adjustment Report. (16-579). (Finance Director)

X. REPORTS:

Mr. Belden advised that those who have driven down SR 520 have probably noticed work that was being done and the owner of the property was in attendance. He was excited to announce that Wawa going in on that property.

Assistant City Manager Fuhrer provided an update on North Fiske Boulevard noting that it was under construction and the portion he was referring to was Dixon to Highland. They were doing a reclamation of sidewalks, ditches, etc. The anticipated completion date was mid-February. Additionally, new lighting would be done. There were two more phases planned, SR 520 to Peachtree and then the third phase which would take place the following year was Highland to Peachtree.

City Manager Titkanich wished everyone a happy new year and provided an update on the 2016 United Way Campaign. He announced the total amount that was raised and pointed out that it was 7.6% over the goal. He was very thankful and the response was amazing. Administrative Services won the inter-departmental challenge which means he has to work for them for a day and he would be wearing a tutu to the February 14, 2017 council meeting as a result of a loss in a bucket challenge held by the City Manager's office.

Additionally, he provided an update on the annual Food Drive which benefits the Central Brevard Sharing Center. Again this year, the City beat the City of Rockledge. He thanked employees and Cocoa Community First for donations, and the Police and Fire Departments who filled their cruisers with food.

Councilwoman Warner added that Broadmoor Acres also donated a lot of food.

City Manager Titkanich acknowledged the Fire Department who assisted over 100 families during Thanksgiving and the Police Department for the Toy Drive. He also thanked employees who donated to all of these events and mentioned he was very proud of everyone.

Lastly, he reminded all that Friday, January 13, 2017 was the Annual Economic Development Breakfast at 7:30 am at the Civic Center and Monday, January 23, 2017 is the Cocoa High School Football Championship Celebration at Riverfront Park.

Councilwoman Blanco thanked Councilman Whipple for opening up with a moment of silence and wished everyone a happy new year.

Councilman Whipple thanked Councilwoman Blanco for her kind words and thanked Council again for selecting him to serve for the next couple of years. He stated that we would see what would happen after that. He has been able to see things from the outside in during his two years off. He was proud to see the happenings in the community and applauds the City Manager, employees and the City Attorney. He believed that the right Mayor was in place and he supported him 100%. He expressed his desire to go forward and the projects on the books need to be completed and come off of the books. He stated it was a pleasure to be back on Council and advised that both his cell and home phone numbers were published.

Councilwoman Warner wished Deputy Mayor Boisvert a speedy recovery and acknowledged Shirley Lanni who was recovering at home. She thanked all involved in the police and fire department merger and noted that this meant extra cooperation between the departments. Those two employees were among the employees always stepping up to help those in the community and both were terrific assets to the City.

She further mentioned that without former Councilmen Blake and Furbish they had let go of urging people to buy and spend local. She pointed out that

businesses along Florida Avenue were suffering so those who frequent that road please stop by. Even if it was just to say that you appreciated them.

In closing, she advised that a new employee (the new Police K9) would hopefully be introduced at the next City Council meeting.

Mayor Parrish offered get well wishes to all of those that were sick and asked Mr. Palmer to look into the sidewalks on 30 Derby St. all the way to Riverside. There were chunks of sidewalk missing.

He asked Assistant City Manager Fuhrer what the status was on the application for boat removal. In response, Assistant City Manager Fuhrer noted that the county had applied for a grant and provided an update on the boats. Further discussion was held on the boat issue and FWC. Assistant City Manager Fuhrer advised that this was a major concern throughout all of Florida.

Councilwoman Warner asked if anyone was proposing new legislation regarding the disposal of boats. City Manager Titkanich mentioned that there were other challenges and limited resources. He assured Council that he would talk to Jerry Sansom to see if he was aware of anything.

Councilwoman Warner asked if there was recourse for a boat owner who just leaves the boats in the water. In response, Assistant City Manager Fuhrer noted that they do not have identification.

Mayor Parrish advised that he met with the City Manager, Assistant City Manager, and the Police Chief about crime.

He wished all a happy new year and looked forward to a great 2017. He believed everything was heading in the right direction and there was a lot happening in the City and County.

In closing, Mayor Parrish reminded all to spend local.

IX. ADJOURNMENT.

*** MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to adjourn the Regular meeting of January 10, 2017.**

AYES: Parrish, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 7:52 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk



Service Awards

Human Resources

January 10, 2017

EXHIBIT A: Service Awards Presentation

5 Years of Service



- Charles McGrath, School Crossing Guard – Police
- James Thompson, Supervisor II – Utilities

10 Years of Service



- Melba (Lynn) Conley, Dispatcher / Comm. Officer – Police
- Robert Chambliss, Maintenance Worker I - Utilities
- Amy Dunegan, Utility Account Technician - Finance
- Luis Justiniano, Firefighter / EMT – Fire
- Karen Kemp, Systems Analyst – City Manager's Office / IT
- Brandon McIntyre, Police Officer – Police
- Stephen Register, Firefighter / EMT – Fire
- Michael Vano, Utility Mechanic II – Utilities

COCOA FLORIDA

15 Years of Service



- Jorge Abreu, Firefighter / EMT – Fire
- Ronald Bobay, Police Lieutenant – Police
- David Fisher, Superintendent, Utilities
- Eric Holt, Firefighter / EMT – Fire
- Howard Peckham, Firefighter / EMT – Fire
- Nick Slaughter, Firefighter / EMT – Fire
- Scott Smith, Back-flow Technician, Utilities
- John Taylor, Certified Operator “A” Lead, Utilities
- John Titkanich, Jr., City Manager
- Matthew Turner, Police Sergeant, Police
- Randall Washington, Fleet Technician II, Fleet Management
- Mary Williams, CAD Drafter, Utilities

COCOA FLORIDA

20 Years of Service



- John Beers, Supervisor II, Utilities
- Brian Delos Santos, Police Officer

25 Years of Service



- Frankie Gay, Police Officer – Police
- Russell Sengel, Fire Lieutenant / EMT, Fire

EXHIBIT B: Prepared statement by Larry Sinclair

January 10, 2017

City of Cocoa
Mayor Henry Parrish
Deputy Mayor
Councilmen & Councilwomen
City Manager

RE: Broadmoor Acres Community and City of Cocoa as a whole

Greetings as we begin a New Year:

I want to first express my sincere thanks and appreciation to Mayor Parrish; Councilwoman Warner; Cocoa Police; Laura Kutryb ; Hope Guilford and Jake for coming out on December 23, 2016 and helping distribute more than 135 wrapped Christmas gifts and more than 50 toy and candy stuffed stockings to every child in the Broadmoor Acres Community. Without Mayor Parrish and his truck and trailer this would not have happened as smoothly as it did. Without Councilwoman Warner sitting in my home for 9 straight hours wrapping dolls and cars and balls this simply would have been a chaotic situation. Hope, Laura, Jake and the Cocoa Police officers who showed up to help in reality was the reason it was able to be pulled off because as I often do, I just never even thought about the distribution side of this idea until it was too late to change. From Officer Joshua Roane (who I have the utmost respect for in his actions in this community) Sgt. Delatore, Officer Thompson, Lt. B and the others I do not know their names were fantastic in walking behind the trailer for almost 2 hours for Santa to go door to door. The entire experience was one which I will forever treasure.

Now at the Dec 13, 2016 Council meeting I made a comment which was taken to mean something it was not meant to mean. I want the record straight when I stated Assistant City Manager Matt had not forwarded me an email from the City Attorney, I was referring to the email in August/Sept that was in response to my seeking assistance from the City in obtaining and installing a pole for the PTZ Camera that I brought to the Dec 13, 2016 meeting. That email was one which I was told about at the Mayor's crime summit which Matt had said he would share with me but did not. Matt did as did City Manager forward me the City Attorney's opinion as to the City using real time access to video cameras operated by citizens. To be clear I am still waiting for the City to come on board and help find a pole so we can get this done.

As we continue to work out the structure and forming of Board etc for BACRAP, I continue to find ways to keep the mission of turning Broadmoor Acres around and getting family owned/occupied residents in these homes. Thanks to the help of Councilwoman Warner we have another private investor partnership (I will let the individual(s) decide for themselves when they want to make their identity known) where we have another former problem property under contract where the home has a young family of 4 who will be moving into the home as home owners at a monthly house payment less than what they would pay to rent the same home from previous owner. Until we can raise the money to purchase these lots

and properties ourselves it is these private partnerships with people who believe in what we are trying to do that allows us to move one home at a time in restoring this community.

We still need to work with the Community Services Dept and Code to address the number of vehicles that are parked in yards and on vacant lots; to deal with the number of rental properties and vacant properties that have carports packed full of trash and junk and start addressing the number of chainlink fences where they are falling apart and a hazard to both human and animal.

I will be trying to hold a yard sale at 1052 Mitchell St starting Thursday thru Sunday in an effort to raise more money to purchase more LED lights and bulbs for installing in the neighborhood so feel free to come by on your lunch break I am sure you will find something you can't live without.

I gave the City my word that when they closed cases on 513 N. Carolina Ave to allow the purchase of the property to go through I would make sure the unpermitted addition on the property would be removed. I found out last week that there was still an issue with the owner having not removed the wooden floor which he thought he could leave as a back porch. I made contact with Mr. Kahn who I met at the property Saturday and Sunday and he will (weather prevented him from completing this past weekend) have that floor completely removed by this coming weekend. This is a property that the City of Cocoa had no success at getting the previous property owner to secure or do what needed to be done. Mr. Kahn is a bit confused and slow but has and is willing to do what the City wanted. However Mr. Davis seems to have issues that he takes off the top of his head and instructs BLDG employees to add things to a violation notice. I hope to be able to meet with Mr. Belden to address these issues and accomplish what both the City of Cocoa and I as a homeowner in the community wanted, which was to have the property cleaned up and occupied as opposed to being used by junkies and squatters with an out of state owner who dismissed every notice from the City for years.

After listening to Mrs. Queenie Smoke of 1105 Broadmoor Dr for more than a year tell me there was a rat problem she needed help with I found the problem and in order to address it I had my friend purchase the property at 1103 Broadmoor Dr and have cleaned that property inside and out. The former owner simply had lost any desire to try and maintain the property. I had more than 18 15 yard trailers of garbage and debris hauled off that property and have repaired the fence on Schools st side. Beau and Laura West and Mrs. Smoke are thrilled. 1103 Broadmoor will be another owner/occupied home in Broadmoor Acres and anyone who knows of a family looking to get into their own home at affordable payments feel free to have them get in touch with me.

Now I am going to leave you and let you do your thing and I will be back in two weeks to make a presentation on Broadmoor Acres if the City Manager agrees to add it to the next Council Meeting Agenda.

Happy New year and I hope with a new year comes a renewed commitment to do what is needed for Cocoa without worrying about someone or some group suing or playing the race card.



ISO Presentation

Fire Chief Gene Prince

EXHIBIT C: ISO Presentation

Insurance Services Office (ISO)

- Collects and evaluates information from communities in the United States on their structure fire suppression capabilities.

- The data is analyzed using their Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC) grade is assigned the community.

PPC Grades

The PPC grade is assigned on a 100 point scale.

1. 90 or more
2. 80 to 89.99
3. 70 to 79.99
4. 60 to 69.99
5. 50 to 59.99
6. 40 to 49.99
7. 30 to 39.99
8. 20 to 29.99
9. 10 to 19.99
10. 0 to 9.99

ISO's PPC Criteria

- Needed Fire Flows – representative building locations for the theoretical amount of water necessary for fire suppression purposes
- Emergency Communications – Include emergency reporting, telecommunicators, and dispatching systems - 10%
- Fire Department – includes equipment, staffing, training, geographical distribution of fire companies, operational considerations, and community risk reduction - 50%
- Water Supply – includes inspection and flow testing of hydrants, alternative water supply operations, and evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gallons per minute – 40%
- Community Risk Reduction – Community efforts to reduce the risk of fire, including fire prevention codes and enforcement, education and investigation – 5%

Fire Suppression Rating Schedule

- Significantly modified in 2013 to recognize the changes in the modern fire service
- Increased frequency of surveys from every 10 years to every 5 years
- Gave credit for fire community risk reduction activities for the first time. Considered bonus points
- Modified again in 2014 to improve the spilt classification rating. Gives greater credit for urban fire departments with rural areas in their boundaries.
- Requires 100% of jurisdiction to be covered with hydrants to get single grade, previously was 85%

The City's Last PPC Survey

- The City's last survey was in 2007
- The City was graded under the old Rating System
- The grade received was 64.35 out of possible 100 points
- The City was assigned a single Class 4 rating based on 85% rule hydrant coverage rule.

✓ Emergency Communications received 9.75 out of 10 points

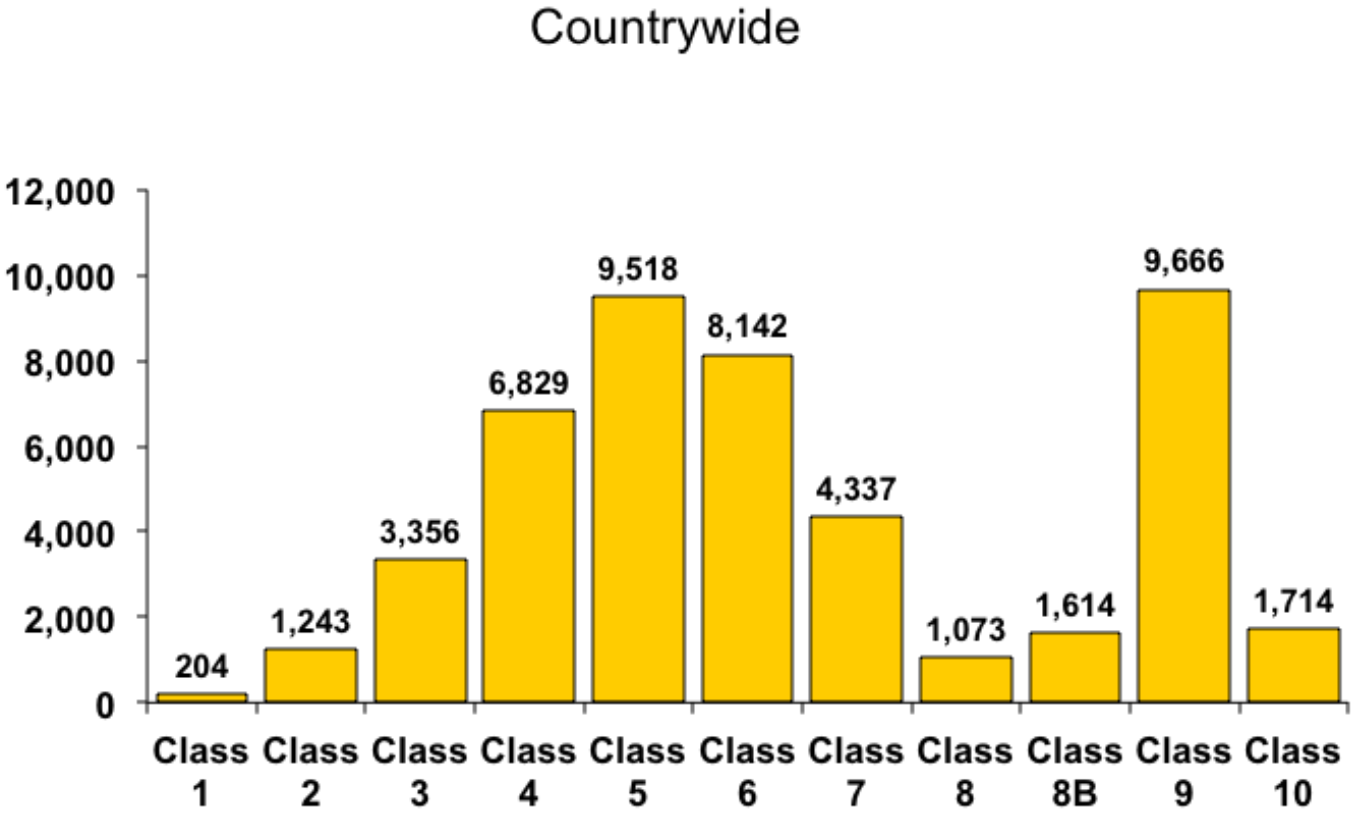
✓ Water Supply received 31.48 out of 40 points

✓ Fire Department received 27.97 out of 50 points

Our New PPC Grade

- ✓ Our most recent PPC was completed on September 7th
- ✓ We received a grade of 79.80 of possible 105.5 points
- ✓ We were assigned a Class 3/3x rating based on the new 100% hydrant coverage rule
- ✓ Emergency Communications received 10 out of 10 points
- ✓ Water Supply received 38.91 out of 40 points
- ✓ Fire Department received 33.53 out of 50 points
- ✓ Community Risk Reduction received 3.40 of 5 points

ISO PPC Countrywide



What this means for the City?

- Investments in the City's Water System infrastructure is making a positive difference

- The investment in the Fire Department has improve the capability to provide fire suppression services
  - **The station location study**
  - **The relocation of the City's three fire stations**
  - **The purchase of new fire apparatus**
  - **The additional of four new firefighters and the increase in daily minimum staffing level**

What it means to our Citizens

- ✓ Recognized improvement in fire suppression services
- ✓ Funding from the fire assessment is being distributed appropriately
- ✓ Opportunity to experience a reduction in fire insurance rates for residential, commercial, and industrial properties because of improved PPC

Questions

Legislation Details (With Text)

File #:	17-71	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	1/31/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of January 24, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-24-17 Minutes.pdf 1-24-17 EXHIBIT A- Sister City Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 31, 2017
Agenda Date: February 14, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of January 24, 2017, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of January 24, 2017, as written or with amendments

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

January 24, 2017

A Regular meeting of the Cocoa City Council was held on Tuesday, January 24, 2017 in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, in Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

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

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

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Jason McCuen, Helpdesk Support Tech; Tony Jones, Fleet Manager; and Jonathan Lamm, Deputy Fire Chief.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of January 24, 2017 (17-33)

2. Minutes: (a) Special Meeting of December 6, 2016 (17-34)

City Manager Titkanich advised that the Agenda was amended to add Item III.2, Sister City Presentation and Item V.5 was moved to City Business Item VIII.4.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda as amended for the Regular meeting of January 24, 2017 and the Minutes for the Special meeting of December 6, 2016.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Recognition of Deputy Mayor Don Boisvert for his completion of the 2016 Advanced Institute for Elected Municipal Officials (AIEMO). (17-35). (Administrative Services Director)

Mayor Parrish presented a plaque to Don Boisvert for attendance at the Advanced Institute for Elected Municipal Officials. Deputy Mayor Boisvert, along with Councilwoman Warner will be attending the Institute for Elected Municipal Officials III next month.

2. Sister City Presentation.

Kathy Mardirosian with the Sister City provided a presentation[1] regarding their trip to Israel. They left on December 14, 2016 and she provided details of the trip including families that hosted them, places they visited, and much more. She noted the trip was very successful in fulfilling the mission of the Sister City.

She introduced the President, Bob White, who thanked Council and Mayor Parrish advising that on their first night they had a welcoming party with two officials, Mayor Daniel and the Assistant Mayor Daniel. He provided Mayor Parrish with a second city banner, a book, and a five fingered hand which symbolizes that the hand of God is upon the Mayor and the City of Cocoa. Mayor Parrish thanked them.

[1] EXHIBIT A: Sister City Presentation

IV. DELEGATIONS:

Larry Sinclair, 1052 Mitchell St., Cocoa, voiced his concerns about speeding and traffic. He was tired of calling the Police Department and mentioned that cars go down Fiske Blvd. and Pineda St. at 100 mph. Secondly, he advised that he, along with the City Manager, Assistant City Manager, and city staff would be meeting at the end of the month to discuss a proposal for Broadmoor Acres. He also provided an update on 1115 Broadmoor Street and that he was working with a coaltion of local residents who were willing to invest in the community.

Emma Kirkpatrick, 600 Florida Avenue, HCVA, spoke about the upcoming BBQ & Blues event. It is just over four months away and noted that some of their sponsors would not be back this year. She asked for suggestions and requested that everyone spread the word about sponsorships. They are always looking for new media partners and enthusiastic people who want to get involved.

Mayor Parrish suggested that she speak with Samantha Senger.

Councilman Whipple asked how much of a financial impact this would have. In response, Ms. Kirkpatrick mentioned that they were not financial sponsors, but in-kind. They provided much needed advertising.

V. CONSENT AGENDA:

1. Approve Task Order 2017-82 with CH2M Hill Engineers, Inc. for Computer Maintenance Management System (CMMS) Selection and Data Development for Implementation. (16-571). (Utilities Director)

2. Approve a Resolution Amending the FY2017 Budget using Water/Sewer Reserves to Cover the Continuation of Work for Capital Projects that were under budgeted or not budgeted in FY2017. (17-13). (Utilities Director)

3. Approve Task Order No. 45 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Flow Improvement Project Bidding & Construction Services, Project No. WS16SF. (17-16). (Utilities Director)

4. Approve Task Order No. 46 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Electronic Operation and Maintenance (O&M) Manual, Project No. WS17CM; and Approve a Resolution adjusting the FY2017 budget. (17-19). (Utilities Director)

5. Approval to participate in a cooperative purchase agreement for the purchase of vehicles and the associated equipment, utilizing the Florida Sheriffs Association

and Florida Association of Counties vehicle / equipment purchasing contract # FSA16-VEL24.0 for Police Rated, Administrative, Utility Vehicles, Trucks & Vans and contract #FSA16-VEH14.0 for Cab & Chassis & Other Fleet Equipment; effective dates October 1, 2016 - September 30, 2017; and the City of Tallahassee, Florida Purchase contract 2518 / Coggin Ford, formerly known as Mike Davidson Ford; effective dates November 1, 2011-November 1, 2016 extended through January 31, 2017, and the State of Florida Motor Vehicle contract #25100000-16-1; effective dates November 17, 2015 thru November 16, 2017. (17-36). (Public Works Director)

6. Approve the FY 2016-2017 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $120,281.59. (17-37). (Community Services Director)

7. Authorize the City Manager to execute the 2017 Historic Cocoa Village BBQ & Blues Special Event Agreement with the Historic Cocoa Village Association (HCVA). (17-40). (Community Services Director)

*** MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 18-2016/2nd & Final Reading: Establishing a Temporary Moratorium within the jurisdictional limits of the City of Cocoa, prohibiting any and all medical cannabis activities during the moratorium period. (17-43). (Community Services Director)

Attorney Garganese read Ordinance No. 18-2016 into the record by title only as follows. He advised that this was the second and final reading and that this would establish a moratorium for 270 days to allow staff the time to review the amendment passed in November.

ORDINANCE NO. 18-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF COCOA; ADOPTING FINDINGS OF FACT; PROHIBITING ANY AND ALL MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD

INCLUDING THE GROWING, CULTIVATION, PROCESSING, MANUFACTURE, DISPENSING, DISTRIBUTION, AND SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, DERIVATIVE PRODUCTS, AND RELATED ACTIVITIES; DIRECTING STAFF TO DEVELOP PROPOSED LAND DEVELOPMENT REGULATIONS AND OTHER RECOMMENDATIONS REGARDING SUCH CANNABIS RELATED ACTIVITIES; PROVIDING FOR PENALTIES; SEVERABILITY; CONFLICT WITH PRIOR INCONSISTENT ORDINANCES; NON-CODIFICATION; CORRECTION OF SCRIVENER'S ERRORS; AND AN EFFECTIVE DATE.

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

Mayor Parrish questioned the time frame of 270 days and asked if other cities were doing the same. In response, City Manager Titkanich advised that based on articles produced, most cities were and they were waiting on the legislature to respond with the appropriate legislation. This time frame puts it past the legislative process and gives the City Attorney's office and Community Services department time to figure things out.

* **MOTION by Councilwoman Blanco; Seconded by Councilman Whipple, to approve Ordinance No. 18-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance 01-2017/1st Reading: Amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program. (17-45). (Community Services Director)

Attorney Garganese read Ordinance No. 01-2017 into the record by title only as follows and advised that this was the first reading of the ordinance.

ORDINANCE NO. 01-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO BACKYARD CHICKENS; AMENDING CHAPTER 5-ANIMALS AND FOWL TO INCLUDE A NEW SECTION 5-35 BACKYARD CHICKENS PILOT PROGRAM TO ALLOW THE KEEPING OF CHICKENS AND CHICKEN COOPS WITHIN CERTAIN

RESIDENTIAL ZONING DISTRICTS; CREATING DEFINITIONS; ENUMERATING TERMS AND CONDITIONS CONCERNING THE KEEPING OF THE BACKYARD CHICKENS; ESTABLISHING A LIMITED PERMITTING PROCESS; PROVIDING FOR A SUNSET OR EXTENSION OF THESE REGULATIONS UPON REVIEW BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

Attorney Garganese provided a brief background on this item noting that in 2014 the City had a referendum deciding whether or not the City should allow backyard chickens. This would be a two year pilot program and it would limit the number of chickens allowed to four (4) for an occupied single family property. The City cannot exceed 15 permits for this program; however, if needed the City Council can approve more, but cannot exceed 25 permits. Conditions set forth in the item reflect those of other cities around the country.

Mr. Belden advised that these would be allowed in the RU-1-7, RU 1-7a, and RU-1-10 zoning districts. A map was provided with the item. This item was before the Planning & Zoning Board on January 11, 2017 and passed with a 4-3 vote. They did want the permit fee changed but staff felt that the $75 fee was appropriate.

Mayor Parrish opened the hearing to the public.

Larry Sinclair, 1052 Mitchell St., Cocoa, asked if the areas included neighborhoods like his. In response, Mr. Belden mentioned his was FU1-7. Mr. Sinclair further asked who would enforce this since there was already an enforcement problem. Additionally, there is already a rooster in his neighborhood, and a hen, both of which were maintained without a fence. He understood it was a pilot program but felt that the City already could not keep up with enforcement.

There being no further comments, the public portion of the hearing was closed.

City Manager Titkanich pointed out that this was a non-binding referendum. He assured Council and citizens that an educational campaign on the ordinance would be done. He further mentioned the reference to the pig and advised that he along with several other employees went to the house in question on several occasions and there was not a pig. This was a pilot program and many voters

wanted to give it a chance. Additionally, a rooster would be in violation because only hens were permitted.

Attorney Garganese added that these permits would be issued on a first come first serve basis, providing that the applicant agreed to certain conditions. One being that the premises can be entered and inspected. Limiting the permits to fifteen will make it easier to monitor. This would sunset after a two year time period.

Councilwoman Blanco agreed with Mr. Sinclair to a point. The enforcement concerned her as she knows the officers were overworked. She liked the way the ordinance was written but though that $75 was too high. She believed $50 was a reasonable fee for permits.

Councilwoman Warner concurred. She believed $50 was more reasonable. She mentioned a neighboring city who also had an ordinance like this and they have approximately two active permits. Many have found that chickens were not as fun as people think they are. She agreed with the pilot program and felt they should give it a try.

* **MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to approve Ordinance No. 01-2017 on first reading but change the permit fee to $50 as opposed to the staff recommended $75.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Ordinance 02-2017/1st Reading: Amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New and/or Used Vehicles. (17-47). (Community Services Director)

Attorney Garganese read Ordinance No. 02-2017 into the record by title as only as follows, advising that this was first reading of the ordinance. He mentioned that this was changing the time periods of which special sales can be held and would also propose permitting vehicles to be displayed on non-paved surfaces during special sales period.

ORDINANCE NO. 02-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 28, REGULATING BUSINESSES PROVIDING FOR THE SALE OR RENTAL OF NEW AND/OR USED AUTOMOTIVE VEHICLES, AGRICULTURAL EQUIPMENT, MAJOR RECREATIONAL EQUIPMENT, AND MOBILE HOMES AND ACCESSORY USES THEREOF; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

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

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve Ordinance No. 02-2017 on first reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Ordinance No. 04-2017/2nd & Final Reading: Repealing Chapter 8, Article V, Enterprise Zone Development Agency; and relieve its members from service on said Agency. (17-49). (Community Services Director)

Attorney Garganese read Ordinance No. 04-2017 into the record by title only as follows and advised that this was the second and final reading. He noted it was for basic housekeeping purposes.

ORDINANCE NO. 04-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REPEALING CHAPTER 8, ARTICLE V – ENTERPRISE ZONE DEVELOPMENT AGENCY; PROVIDING FOR THE DISSOLUTION OF THE CITY'S ENTERPRISE ZONE DEVELOPMENT AGENCY AND FORMALLY RELIEVING THE MEMBERS THEREOF FROM SERVICE ON SAID AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

* **MOTION by Councilwoman Blanco; Seconded by Councilman Whipple, to approve Ordinance No. 04-2017 on second and final reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Consideration of a request by property owner Mary P. Lorkovic to remove a tree located in the public right of way adjacent to 1802 Baylor Ct. (17-44). (Community Services Director)

Mr. Belden noted that this item was in regards to a request made by Mary Lorkovic about the removal of a tree. She advised that it was causing damage to the sidewalk and right-of-way. The City's arborist assessed the tree and the tree is healthy, it was not dying, and is not of immediate threat. If the tree was dead, the removal approval must go before the Tree Board, which is also the Planning & Zoning Board.

After inspection, it was noticed that there was no significant damage other than some slight lifting of the sidewalk. Ms. Lorkovic provided an invoice for work done on the irrigation system. She did not want reimbursement but would like the tree removed so that further repairs do not have to be made.

Mr. Belden advised that the Planning & Zoning Board recommended denial at their January 11, 2017 meeting by a 6-1 vote. Staff was recommending denial of the tree removal. He noted that her son, Ron Nelson was in attendance and believed that he had a solution.

Mr. Ron Nelson, 10325 Olcet St., Orlando, and Mary Lorkovic's son, advised that he looked at the tree also. He agreed that the tree looked healthy but needed a root cut, which was causing the sidewalk to lift and causing the other problems.

Mayor Parrish asked City Manager Titkanich if the root removal could be done. City Manager Titkanich advised that Public Works could go and remedy the situation.

Council advised that they upheld the Planning and Zoning Board's recommendation.

Mayor Parrish clarified for Mr. Nelson that as a Council they would deny the request but Public Works would remedy the situation.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to accept the Planning & Zoning Boards recommendation.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve a Resolution amending the FY2017 Budget to record transactions relating to the issuance of the $8,000,000 Fire Protection Assessment Revenue Bonds, Series 2016; Approve the use of General Fund Reserves (Assigned Fund Balance); Approve the use of Capital Projects Fund Contingency. (17-41). (Finance Manager)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $101,190, and to commit $25,298 towards the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $126,488. (17-46). (Chief of Police)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich pointed out that as annotated in the agenda item, this position and the advocate position were subject to grant funding.

3. Approval for Staff to apply for the U.S. Department of Justice's Office of Violence Against Women Grant. Awards range from $100,000 to $450,000, and will be available for Fiscal Years 2018, 2019, and 2020. (17-50). (Chief of Police)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Award Bid # B-17-05-COC, Harry T. Moore Center Renovation, to C & D Construction with an not to exceed amount of $325,256, in order to meet the budgetary guidelines set forth by the Historic Preservation Grant awarded for this project. (17-29). (Public Works Director)

Mr. Wegerif presented the item and provided information on the two grants that had been awarded for this project. The work for the smaller grant was completed. This grant was the larger of the grants and negotiations were made with the contractor to scope down the project to funds that they could afford.

Mayor Parrish asked how long this project would take. In response, Mr. Wegerif advised typically six months and that they should be done by June, or they would have to apply for an extension. The building had moisture issues and that came from underneath. It was built on a wood floor with a crawl space underneath. All of it would be sealed with plastic to keep moisture from getting in and it would be climate controlled.

Mayor Parrish asked if the museum could begin in June. The City Manager noted that as soon as it was completed and they could relocate PAL to the northern portion it could be started.

Mayor Parrish expressed his desire to keep this project rolling. Councilman Whipple concurred and advised that he had met with the City Manager about and discussed about ten items that needed to come to Council and this was one of them.

Councilman Whipple asked Mr. Wegerif if there was money to donate to the museum, since it would be the Leon and Jewel Collins Heritage Museum. In response to his question, both the City Manager and Mr. Wegerif pointed out that all of these grant funds would be used on renovations. Mr. Wegerif advised that money for the museum would have to be another grant or funding source.

Councilman Whipple further clarified if the grant was a matching grant. Mr. Wegerif explained that the grant was not an exact match. Discussion was held

on the funding and City Manager Titkanich explained that the grant was not a 50/50 match.

Councilman Whipple mentioned that he had further questions and would get with the City Manager.

Mayor Parrish believed this was a really big thing for the City and it needed to happen.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for the period of 10/01/16-12/31/16. (17-27). (Finance Director)

2. Cocoa Police Department District Event Statistics for the month of October, 2016. (17-28). (Chief of Police)

3. FY 2017 Budget Adjustment Report. (17-30). (Finance Director)

4. Relation between the estimated and actual income and expenses to date. (17-31). (Finance Director)

5. 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. (17-32). (Finance Director)

6. Review of the Employee Health Center utilization report provided by CareATC for December 2016 and update on Health Center municipality partnership. (17-39). (Administrative Services Director)

X. REPORTS:

Mr. Belden provided an update from the last Council meeting when resident Virgie Prude approached Council for help on her home. Staff reached out and although it took a little while to get in touch with her, they did. The roof leak was repaired by her son and she was on the rehab list. She was number eighty so it will be a while before they get to her. The building inspector also went to her house and found an electrical problem which was affecting some of her issues she spoke about. Staff was working with her the best that they can to resolve some of the issues she was having.

Chief Cantaloupe announced that the Police Department had started the Park, Talk, and Walk Program. Officers would be going to various neighborhoods and parking, getting out of their cars and talking with citizens. He asked that citizens be honest about any problems going on. He believed that this would be a successful program.

Additionally, he stressed the need for pedestrians to use crosswalks. There have been several issues were they were not being used and pedestrians were being struck. If they are seen not using a crosswalk, an officer (even the Chief) will get out and remind them where they are. Pedestrian citations will be issued if the problem continued.

Mayor Parrish questioned the Chief about speeding in neighborhoods. In response, Chief Cantaloupe advised that they began an aggressive campaign today in Virginia Park. Mayor Parrish felt that the best thing to do was to walk the neighborhoods. He was very happy about that program.

Ms. Butler provided Council with information pertaining to billing errors that occurred last week in regards to Brevard County residential sewer. It was a combination of human error and others. Approximately 180 sewer accounts in the Suntree/Viera area were overbilled. She explained that letters were sent and all accounts were fixed. Additionally, there were 10,000 accounts that were under billed by .96 cents. The most cost effective way to fix this was to add $.96 onto the next bill. She assured Council that they hoped to have it all worked by and corrected by the end of the week or early next week.

There was an explanation on their water bill and due dates were extended due to the error.

Mr. Wegerif advised that the Fire Station #1 project was underway. The tree was removed and the fencing was going up. He was excited to see that beginning.

Mayor Parrish asked for an update on Fiske Boulevard. In response, Mr. Wegerif mentioned that lighting would begin in January and FPL should be done by mid-February. All lights would be changing to LED. The final layer of paving was also going down, and striping would be done. The east half was done and they were working on the west side.

Assistant City Manager Fuhrer commented on his attendance at the event for the Cocoa High School Tigers at Riverfront Park. It was a good community event and there was a good turnout.

City Manager Titkanich sadly announced the passing of former Councilwoman Pat McCrary who served on Council from October 2007 through January 2010. Thoughts and prayers are with the family. He mentioned that the City Clerk had sent funeral arrangement information.

Councilman Whipple commented on the Cocoa High School football celebration and believed that if they continue with this kind of success it was going to put Cocoa on the map. He was happy to see that they have the support like they do. He commended Dr. Blackburn and liked how he asked all of the players who had received scholarships. He made them an offer that if they get their college degree and return to the city they would be hired. He felt that was a huge deal to make that offer and really said something about Dr. Blackburn's character.

All Council agreed that he deeply cared about Cocoa.

Councilwoman Warner concurred about the celebration and congratulated Dr. Soliven on her promotion. She further offered congratulations to Rashad Wilson who will be Cocoa High School's new principal. She wished him a smooth transition.

Additionally, she believes that the best investment made was the stadium at the high school. She noted that ever since they have had their own stadium they have excelled and hoped it continued.

Mayor Parrish added that the celebration exuded a good hometown feel. He believed that Dr. Blackburn could feel that also. It was evident that everyone cared about each other and wanted to see things go in the right direction.

All of Council was impressed with the confidence that the players portrayed when being introduced.

Mayor Parrish questioned an update regarding the sunken boat. In response, Assistant City Manager mentioned that FWC was still trying to get derelict status on the boat.

Mayor Parrish asked if there were any updates on the port project. In response, City Manager Titkanich advised that it was moving forward. Flying J has pulled permits and were ready to start construction and they were currently working with Walmart in regards to the distribution center. Additionally they were meeting with the developer regarding the SR 524 property.

City Manager Titkanich acknowledged Didier Menard and Greg Kolb from CH2M Hill who were in attendance. He noted that they were a primary sponsor at the Annual Economic Development Breakfast.

Mayor Parrish polled Council on their feelings about the Joe Lee Smith Center completion. Council agreed it needed to be done but wanted to finish the Harry T. Moore Center first.

Mayor Parrish then polled Council on the parking garage. City Manager Titkanich advised that he and Mr. Belden had discussed a possible RFP being done in order to update the parking feasibility study and to get numbers. This would most likely have to be done through public/private partnerships.

Mayor Parrish felt that there were a lot of good companies out there, however, City Manager Titkanich advised that they have to like the project and it has to be good for the company.

Mayor Parrish mentioned that when he looked at all that had been done before he took office such as the Police Department and City Hall, now Fire Departments, they need to seriously look at replacing the Civic Center. It would be a long term goal.

Councilwoman Warner agreed she would not be against it but it would not be a prioritized goal over the next couple of years.

Discussion was held on the deed restrictions.

All Council agreed that it could be a long term goal.

Legislative Action Days in Tallahassee were discussed and City Manager Titkanich advised that he would be talking with Mr. Sansom. For those who wish to participate in the action days, the dates are March 21st and 22nd. He mentioned in the past they would go up a day early but did not feel the need to this year.

Mayor Parrish would like to go. Councilwoman Warner will also go and Councilman Whipple was not sure.

In closing, Mayor Parrish asked about the crime package and City Manager Titkanich advised that it was being worked on.

IX. ADJOURNMENT.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Regular meeting of January 24, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:44 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk


Sister City Program
COCOA, FLORIDA
BEIT SHEMESH, ISRAEL



Israel Peace Ambassador Tour 2016

December 14th - December 25th, 2016

Sister City will be sending a delegation from Brevard County, Florida to our Sister City of Beit Shemesh, Israel.



OUR SISTER CITY







BEIT SHEMESH




מקדונלד'ס
הכשר
Kosher
Order הזמן כאן
Pick Up קבל כאן











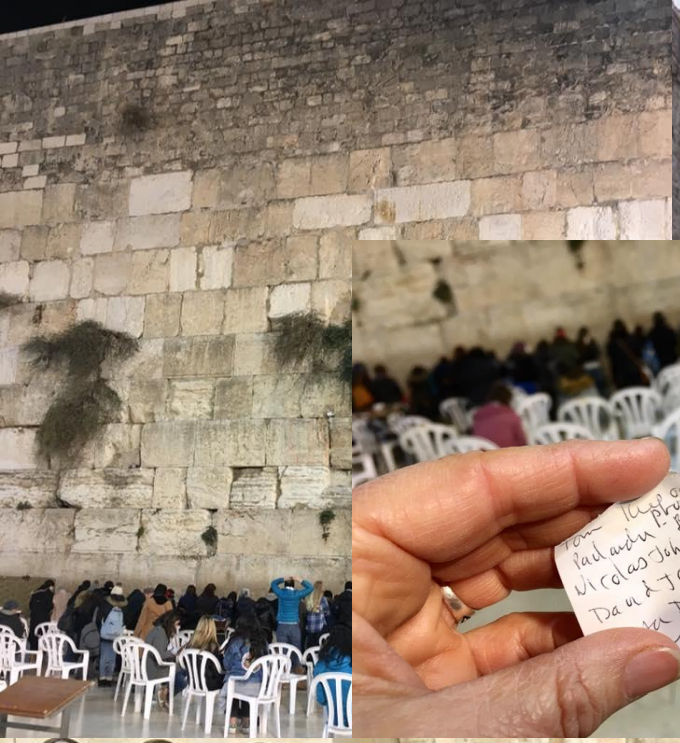



































מדריך
Instructor




מדריך
Instructor




TAGLIT - תגלית
BIRTHRIGHT ISRAEL
STAFF
David


REGATTA




























Sister City Program
COCOA, FLORIDA
BEIT SHEMESH, ISRAEL
PEACE

Legislation Details (With Text)

File #:	17-80	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/3/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	City of Cocoa Investments Update. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: Click here to enter a date.
Agenda Date: Click here to enter a date.
Prepared By: Name of person preparing agenda item
Through: Department Director
Requested Action:
Enter text here

BACKGROUND:

Enter text here

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

Budgeted Choose an item.
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_

____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

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

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:
Enter text here, same as Requested Action

Legislation Details (With Text)

File #:	17-82	**Version:**	2	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/7/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Proclamation: Proclaiming the month of February 2017 as Black History Month. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017 Black History Month Proclamation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 7, 2017
Agenda Date: February 14, 2017
Prepared By: Angela Ferguson, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Proclamation: Proclaiming the month of February 2017 as Black History Month.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_

____ Reserves Source:_
____ Transfer Acct #:_

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

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

PROCLAMATION

WHEREAS, *during Black History Month, we celebrate the many achievements and contributions made by African-Americans to our economic, cultural, spiritual, and political development; and*

WHEREAS, *established by American historian Carter G. Woodson, the original celebration of Black History Week was observed on February 12, 1926. In 1976, as part of the nation's bicentennial, the week was expanded to a month; and*

WHEREAS, *the theme for Florida's 2017 Black History Month is "The Crisis in Black Education" which sheds light on a crisis that has grown significantly in neighborhoods where public schools lack resources, endure overcrowding, exhibit a racial achievement gap, and confront policies that fail to deliver substantive opportunities. The touted benefits education remain elusive for many.*

WHEREAS, *black history is rich in centuries old efforts of resistance to the crisis with social movement, unrelenting court battles, and the freedom schools of the 1960s. Local mentoring and community based academic and mentorship programs inspire love of learning and thirst for achievement; and*

WHEREAS, *Our country's and state's black leaders and Cocoa's own esteemed African American citizens of past and present continue to forage through these times, building our nation and improving our city making it a better place for all to live and thrive; and*

WHEREAS, *It is also important to remember those civil rights pioneers like Dr. Martin Luther King, Jr. and Rosa Parks, who broke down racial barriers and inspired our nation, as well as the Reverend C.K. Steele of Tallahassee, Harry and Harriette Moore of Brevard County, Reverend H.K. Matthews of Pensacola, and other leaders who worked to promote justice and equal rights for all Americans regardless of race; and*

WHEREAS, *as we celebrate Black History Month, we recognize the many contributions of African-Americans to our country and recommit to being a nation of opportunity and hope for every citizen.*

NOW, THEREFORE, *I, Mayor Henry U. Parrish III, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of February 2017 as:*

"Black History Month"

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 14th day of February, 2017.

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	16-564	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	12/5/2016			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	To Approve Task Order 2017-80 with CH2M Hill Engineers, Inc. for SCADA Remote Monitoring Integration Services. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CH2M Hill 2017-80 (12-27-16) $723452 Cocoa_SCADA Remote Monitoring IntegrationTask Order No_2017-80 Final 012517.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 14, 2016
Agenda Date: January 24, 2017
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2017-80 with CH2M Hill Engineers, Inc. for SCADA Remote Monitoring Integration Services

BACKGROUND:

As part of the SCADA Master Plan developed in 2012, the City of Cocoa identified a need for water quality monitoring at selected remote sites in the Cocoa distribution system. These sites consisted of Port St. John, NASA, Cape Canaveral AFS, Riverbend, and Suntree. Currently there is no communication system and no monitoring system associated with these five locations. During Hurricane Matthew, the ability to monitor pressures at Banana River was extremely valuable. Expanding the monitoring points will not only provide valuable information daily to the plant operators about pressure and flow, but it will also provide expanded system information in the event of a natural or manmade disaster.

The scope of this task order includes completion of the final detail design documents, selection of contractors to perform the field work, implementation of the design documents, PLC and HMI programming, testing, and commissioning of a complete system. The design includes a communication system to bring the control system data into the existing City of Cocoa's Wonderware Archestra SCADA system for monitoring only.

Staff recommends approval of this task order with CH2M Hill for SCADA Remote Monitoring

Integration Services.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted?	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$723,452
Account Number	421-4055-536.63-00, WS1117
Account Name	Infrastructure
Source of Funds	Operating Revenue

PREVIOUS ACTION:

Related to the Project WS1117, the City has invested approximately $9.6 million dollars in multiple capital improvement projects to date. The following is a listing of the previously approved tasks completed or still in construction at this time under Project WS1117:

- SCADA Master Plan
- Interplant Network Connection Improvements
- Control Room Design
- Control Room Construction
- Surface Water Automation
- Ground Water Automation
- Surface Water I/O Support
- GW and SW Automated Reporting
- SCADA Hardware Upgrade Design
- SCADA Hardware Upgrade Implementation

RECOMMENDED MOTION:

To Approve Task Order 2017-80 with CH2M Hill Engineers, Inc. for SCADA Remote Monitoring Integration Services.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4959073&GUID=092BAC0B-0F67-46F8-BB44-98CC11493642* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa

Task Order 2017-80

SCADA Remote Monitoring Integration Services

Services proposed by CH2M HILL Engineers, Inc. (CH2M) in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008 including amendment #1 dated October 22, 2013. Also included are general and Supplementary Conditions of Contract, and supplemental terms and conditions in Attachment A and B.

All other contract terms and conditions in the *Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects* dated November 11, 2008 remain unchanged.

Background

As part of the SCADA Master Plan developed in 2012, the City of Cocoa identified a need for limited advanced water quality monitoring at selected remote sites in the Cocoa distribution system. These sites consisted of Port St. John, NASA, Cape Canaveral AFB, Riverbend, and Suntree. Currently, there is no communication system and no monitoring system associated with these five locations. A requirements definition technical memorandum (dated 7/13/16) has been developed and will be used as the basis of design for completing this work.

This scope of work includes completion of the final detail design documents, selection of contractors to perform the field work, implementation of the design documents, PLC and HMI programming, testing, and commissioning of a complete system. The design includes a communication system to bring the control system data into the existing City of Cocoa's Wonderware Archestra SCADA system for monitoring only.

The SCADA services will be provided in a phased approach with the phases identified below:

Phase 1 – SCADA Requirements Definition (*completed*)

Phase 2 – SCADA Remote Monitoring Implementation Services (*this amendment*)

Phase 1 is complete and included requirements definition, site visits to all five locations, communication pilot for data transfer, and a requirements technical memo documenting the design requirements.

This amendment contains the detailed scope of work and price for Phase 2 SCADA Remote Monitoring Implementation Services.

Task 1 – Design Services

The scope of this task is to develop design documentation for the implementation services related to the remote monitoring of distribution sample points at five locations and data integration into the city existing SCADA system. A preliminary drawing list for this project is provided in Attachment D. The design basis includes specifying equipment, model numbers,

and required options. The locations included in this task order is: Port St. John, NASA, Cape Canaveral AFB, Riverbend, and Suntree.

Task 1.1 – 90% Design Phase

CH2M will develop 90% design phase Drawings and Specifications suitable for implementation by CH2M. Remote Monitoring Requirements Report (dated 7/13/16) will be used as the design basis for completion of the design development.

Instrumentation:

- Develop detailed drawings and specifications.
- PLC: Siemens S7 Series Programmable Logic Controllers and I/O Modules.
- Design new control cabinet to house the PLC, I/O modules, Cellular gateway, 24VDC power supply, and signal surge protection.
- Control panels shall be aluminum with white powder coat finish, and padlock lockable access door. Evaluate the use of sun shields on all cabinets. In addition, include intrusion detection switches on all PLC cabinets wired for SCADA alarms.
- Specify analytical instrumentation for flow, pressure, pH, combined chlorine, and free chlorine
- Flow: Most site locations have an installed propeller meter that may or may not be in use and may or may not be accurate. The City has decided to include new insertion magmeters in the design at NASA, Cape Canaveral, and St. John locations. For cases where the field conditions do not meet the design requirements as needed for accurate flow measurement, the City will accept the flow meter measurement reading as a best effort installation. If the insertion magmeter does not produce accurate flow readings due to installation limitations associated with pipe lengths needed, the city will investigate connecting the existing propeller meter to replace the insertion magmeter reading under a future city project.
- Flow: McCrometer insertion magmeter technology.
- Pressure: Rosemount 3051T pressure transmitter.
- pH: Siemens Depolox analytical instrument.
- Free and Total Chlorine: Siemens Depolox analytical instrument.
- Develop sketch for conceptual panel layouts for main PLC panel, instrumentation panel, solar panel, and solar battery panel. The final panel layouts will be produced by the panel manufacture during the submittal process of the implementation phase of work.
- Cellular Modem: Cisco 819 4G LTE modem and antenna.
- Develop communication data flow diagram depicting the cellular data flow from the site location, into the city network, and transverse into the SCADA network.
- Develop an I/O list by site location. The City of Cocoa will assist with providing alarm values, analog scaling, and process set points. This document will be used as a baseline for the panel design.
- Develop written control narratives that will be used by the programming team for programming. These sites will be monitor only with status and alarm display on the HMI. There will be no remote control enabled.
- The development system currently located in CH2M offices will be used to develop the new PLC and HMI code. However, the design will specify additional hardware/ software as needed to allow development and testing of the system in CH2M offices. Develop a

bill of material to be used for procurement of the development system. The ASP will use the development system in their office during the Application software development task.
- Develop sequencing plan.
- Develop coordination requirements for City IT that include: obtain a cellular service contract at each location, City configuration of SCADA network components including firewalls, switches, and DMZ server.

Electrical:

- Develop detailed drawings and specifications.
- Most site locations have electric utility power available, but the City has selected solar power for design at each location. If after installation, solar power provides unreliable power to the site, the City will modify to install utility power as needed.
- Design a solar power system to provide the site power at each location including storage batteries. Design will be one standard design for all 5 locations. Include site specific mounting location for solar panel to achieve the best solar charging.
- Design conduit, riser diagrams, electrical specifications, installation of proper grounding.

Site Civil:

- Develop detailed drawings and specifications.
- Specify the requirements for a site survey at each site location and other documentation as needed for permitting.
- Develop a site layout and provide standard details for equipment pads.
- Design the sample stream water disposal for each location.
- Review site security to determine fence requirements and lockable cabinets. It is anticipated that there will be no new fences included in this project.

Mechanical:

- Develop detailed drawings and specifications.
- Design piping modifications as needed for flow samples and instrumentation.
- Design installation of flow meter elements.

General design:

- Design concepts will be standardized for all five locations with one typical drawing produced. Exceptions to the standard design will be documented and included.
- Where products are already defined, bill of material type lists will be used to facilitate more efficient implementation.
- It is expected that demolition drawings will be limited to use of photos and notes to highlight the area needing demolition. During the design phase, it will be assessed which panels and process areas will require site work and demolition plans.
- City hardware and software specifications for the SCADA Hardware project will be used as the basis for design material selection.
- Define O&M requirements.
- Define As-Built requirements.

Startup and Commissioning:

- Panel factory acceptance testing (FAT) shall be included to verify the panels are ready to ship to the site.
- PLC/ HMI testing shall include an In House test, ORT2, and PAT testing.
- Cellular radio communication testing in coordination with City IT.

Specific Site Design Requirements

Port St. John Interconnect

The Port St. John Interconnect site is located at approximately 28.492072N, 80.803795W. The location is secured by a block enclosure measuring approximately 28 feet x 20 feet x 6 feet 6 inches high with entry gates.

- I&C: Standard requirements. Existing control cabinets remain as is and are not in this scope.
- Electrical: Standard requirements. Verify location for mounting of solar panel to achieve best solar charging.
- Civil: Standard requirements. Locate new equipment inside of concrete block wall structure.
- Mechanical: Standard requirements.

NASA Wholesale Connection

The NASA Wholesale Connection site is located at approximately 28.480530N, 80.683722W. The location is secured by a wire-mesh enclosure with entry gates.

- I&C: Standard requirements.
- Electrical: Standard requirements. Verify location for mounting of solar panel to achieve best solar charging.
- Civil: Standard requirements. Reuse the existing fence.
- Mechanical: Standard requirements.

Cape Canaveral AFS Wholesale Connection

The Cape Canaveral AFS Wholesale Connection site is located at approximately 28.418630N, 80.611019W. The location is open with no enclosure, with the AFS security fence at the rear.

- I&C: Standard requirements.
- Electrical: Standard requirements. Demolish existing control cabinet located within the fenced area of Cape Canaveral. Cut and cap the conduit and wire, remove the cabinet, equipment pad to remain.
- Civil: Standard requirements. No extension of the existing fence required.
- Mechanical: Standard requirements.

River Bend Condominium

The River Bend site is located at approximately 28.275208N, 80.607173W. The location is open with no enclosure.

- I&C: Standard requirements. No flow instrumentation at this location.
- Electrical: Standard requirements.
- Civil: Standard requirements. No fence requirement for this site.
- Mechanical: Standard requirements.

Suntree Interconnect

The Suntree Interconnect site is located at approximately 28.202326N, 80.672170W. The location is open with no enclosure.

- I&C: Standard requirements. No flow instrumentation at this location.
- Electrical: Standard requirements.
- Civil: Standard requirements. No fence requirement for this site.
- Mechanical: Standard requirements.

Task 1.1.1 90% Design Review Meeting

CH2M will host a 90% design phase review meeting with City of Cocoa personnel at the CH2M's Orlando office. CH2M will provide the meeting agenda, meeting summary and action items resulting from this meeting. The design requirements and criteria will be finalized after receipt of the City's comments at the 90% review meeting. The design will be considered frozen for the remainder of the design phase and any additional City changes received beyond this meeting will be considered for mutual review as a change to the scope and fee.

Task 1.1 Deliverable:

- At the 90% design level, the drawings and specifications will include all sites and all drawings /specs required for the design. Design documents will not be suitable for use as contract documents for bidding and construction contracting.
- Preliminary design documentation (90% design level) package including specifications for material and installation and drawings. Six (6) sets of specification documents and 11" X 17" drawings will be provided

Task 1.2 Final Design

CH2M will provide Final Construction Drawings and Specifications suitable for implementation by CH2M for the City of Cocoa review. This set of documents will incorporate the comments from the 90% Review Meeting as well as any constructability comments.

Task 1.2 Deliverable:

- Final construction package including specifications or data sheets for material and installation and drawings. Six (6) sets of specification documents, three (6) sets of 11" X 17" drawings, and one electronic version of these documents

Task 2 – SCADA Automation Programming Services

PLC and HMI Programming:

- Provide PLC programming, HMI programming, and historian system configuration to support the control narratives as defined during the design phase of work. Report modifications will be performed under the general maintenance task order.
- Radio communication will be UDP protocol with poll rates at 1 minute update per location. Include a loss of communication alarm and reset logic. Include standard read polling and exception based polling.
- Local PLC will use instantaneous readings and not rolling averages.

Task 3 – SCADA Implementation Services

CH2M Hill will provide implementation services associated with the project as further described within this Section.

- Implementation includes hardware and software as specified in the final design drawing and specification package.
- Integration of a new standardized SCADA system will include implementation services for design and install five (5) new control panels, instrumentation, and solar power systems.
- Common to each new panel include: new control panel, PLC, PLC modules, cellular communication modules, power supplies, terminal strips, relays, and other panel components as defined in the design drawings and specifications.
- Installation of a new flow, pressure, pH, free chlorine residual, and total chlorine residual measuring and transmitting devices at the specified locations as depicted in the design package.
- Coordination with Orange County and Brevard County for code compliance.
- Locations include:
    - Port St. John Interconnect
    - NASA (located outside of restricted area)
    - Cape Canaveral AFB (located outside of restricted area)
    - Riverbend Condominium
    - Suntree Interconnect

Task 3.1 Instrumentation and Control (I&C)

The following services will be provided:

- I&C submittals documents.
- Panel detail design.
- Panel detail interconnect drawings.
- Factory Acceptance Testing (FAT) for control panels.
- Procurement services for I&C components.
- Integration of a new remote site SCADA system, for five (5) Control Panels.
- Site detailed wiring terminations.
- Operational Readiness Testing 1 (ORT1).
- Testing and operational certification as required by the documents.
- Support for ORT2, and PAT testing services.
- Operations / Maintenance Manuals and Record Drawing development.
- Instruction for the City's staff on maintenance and operations of the new system.

Task 3.2 Electrical

The following services will be provided:

- Permit procurement, as required.
- Electrical submittals documents.
- Procurement services for electrical components.
- Installation of solar power panels
- Support to I&C service provider during panel and panel sub-board installation.

- Installation of ancillary conduit and wiring services for the electrical, instrumentation, communications and security / intrusion switches as depicted at each respective panel location.
- Support to I&C subcontractor during startup and testing activities.

Task 3.3 Mechanical

The following services will be provided:

- Supply and installation of new flow meters and elements.
- Supply and installation of tubing for sample stream conveyance and analysis.
- Supply and installation of piping for sample stream disposal as shown in design documents.

Task 3.4 SCADA Integration and Engineering Services

- Coordination of site and security access, for personnel and equipment, in strict accordance with the City's standards.
- Development of a project safety plan.
- Field inspection, quality control oversight and supervision.
- Integration Management.
- Implementation and coordination with suppliers and sub-consultants for all SCADA and related integration services.
- Define project sequencing requirements to organize and coordinate work with plant operations staff for unit process availability and operational impacts.
- Develop test plan and documentation for control system testing.
- Startup and operational testing of the SCADA system complete.
- Engineering Services during implementation including request for information, submittal reviews, quality control, and inspection services.
- Field and Engineering services during the SCADA Integration Services work, including, quality control inspections, record drawings, submittal and O&M Manual reviews, RFI's and operational testing certification.
- Coordination with the City representatives for local visit to the SCADA-RTU panel manufacturing facility.
- Coordination with City's WTP Staff for shutdowns and other critical SCADA Integration activities.
- Bi-Weekly implementation coordination reviews as needed or as requested by the City.
- Preparation and delivery of final design record drawings.
- As-Built documentation for implemented services
- Health and Safety coordination.

Notice to Proceed

CH2M Hill will begin procurement activities within (7) seven days after the signed Notice to Proceed is issued by the City. Sequence and schedule is contingent on an Award by February 14, 2017.

Schedule

The schedule for the delivery of the work described in this document, is sequenced and described as follows:

- Milestone No.1 - Design: Design – 90 % Drawings and Specifications (Documents) suitable for implementation; Forty two (42) Calendar Days after the City's execution of this TO and issuance of a Notice to Proceed.
- Milestone No. 2 – Review: City's review and acceptance of Documents: Fourteen (14) Calendar Days after delivery of the Documents by CH2M (Completion of Milestone No.1).
- Milestone No.3 – Document Deliverable: Twenty eight (28) Calendar Days following the City's review and acceptance (Milestone No.2), all final changes will be incorporated into the design documents and the documents will be published and transmitted.
- Milestone No. 4 - Implementation and Integration of Remote Monitoring Systems: Upon the completion of Milestone No.3, the manufacturing process, system wide implementation and testing sequences will be initiated. This work will continue for one hundred and forty four (144) Calendar Days and conclude with a Final Completion no later than September 30, 2017. ORT and PAT Testing – Testing sequences will not exceed the maximum schedule duration for each panel and will follow the duration and sequence as defined in the specification coordination section.

Other Assumptions

- The City will provide qualified personnel during the continuing field investigations identified in this task order.
- The design will be based on the federal, state, and local codes and standards in effect at the start of the project. Any changes in these codes may necessitate a change in scope and price.
- The drawings will follow CH2M CAE/CAD standards. CH2M master specifications for implementation services will be used as the basis for all specifications.
- The City will provide drawings and any other available information in the City's possession relevant to the existing plant design and control functions.
- City of Cocoa will provide written review comments for draft deliverables within two calendar weeks after receipt of deliverable, or deliverable will be considered acceptable as submitted.
- Cost budgets are based on obtaining easy site access. Sites located on Federal land may require extensive coordination and permitting which will affect the total costs of the project requiring an adjustment to the project fee.
- Modifications to the city SCADA network and troubleshooting network issues will be performed by the City including configuration of firewalls or switches.
- City IT staff will configure the City network to lockdown the data to only allow specific physical connections to the designated devices and predetermined data traffic to specific devices.
- Update for the Intra-plant communication block diagram will be performed under the Routine Maintenance task order.

- Clarification of items not included in this scope of work: Network security and segmentation design, configuration of SCADA network devices (Ex: firewall, switches, DMZ), updates if needed to automated reporting, security equipment, CMMS, and configuration guidelines for network switches/firewalls.

Electrical and Instrumentation & Controls

- New panels will be manufactured in a UL508A panel shop and will bear a UL508A decal as applicable per UL508A guidelines. Panels that are modified in place on site, will not be UL508A listed, even though commonly accepted good design and installation practices will be used.
- Flow Instrumentation: Most site locations have an installed propeller meter that may or may not be in use and may or may not be accurate. The City has decided to include new insertion mag-meters in the design at NASA, Cape Canaveral, and St. John locations. For cases where the field conditions do not meet the design requirements as needed for accurate flow measurement, the City will accept the flow meter measurement reading as a best effort installation. If the insertion mag-meter does not produce accurate flow readings due to installation limitations associated with pipe lengths needed, the city will investigate connecting the existing propeller meter to replace the insertion mag-meter reading under a future city project.
- Some site locations have electric utility power available, but the City has selected solar power for design at each location. If after installation, solar power provides unreliable power to the site, the City will modify to install utility power as needed.
- All permit costs associated with, County, State or other governing authority(s), will be reimbursed by the City to CH2M through an Allowance Account established within this Task Order. Should the allowance include funds not expended for permits, these funds may be used by the City for other additional SCADA Integration Services related directives or deducted from the final TO amount at the conclusion of this Task Order.
- If suspected hazardous materials are encountered, CH2M will identify and review conditions immediately with the City. CH2M excludes all handling and disposal of hazardous materials that may be encountered during the execution of the work under this Task Order. We exclude any costs associated with the performance of certified asbestos or lead paint surveys.
- CH2M will coordinate with the City's Risk Management and abide by the City's Health, Safety and Security requirements.
- Following the procurement of any required City of Titusville, Orange and/or Brevard County permits, the City will issue Notice to Proceed (NTP) at its convenience. However, issuance of NTP will be no later than thirty (30) days after receipt of all of the Permits.
- CH2M excludes any treatment process system analysis. All process systems are presumed to be in proper working order.
- The City will provide personnel to support all investigative and testing sequences during the performance of the work.
- CH2M is not responsible for unforeseen site conditions, SCADA shutdown incidents or varying and / or hidden conditions.
- City warrants that property, roads and easements related to the work are free of restrictions and or other encumbrances.

- CH2M will name the City (Owner) as Additional Insured in accordance with the terms of our Surety. Basic insurances include, General Liability, Automobile, Workers Compensation, and an Umbrella.
- CH2M included two (2) man-days of support services for each panel's respective ORT2 and PAT testing sequences.
- CITY must coordinate and allow actual water flow for testing of field instrumentation signals during ORT2/PAT testing. If water flow cannot not be arranged within two weeks of notice, ORT2/ PAT testing will be concluded by simulating signals at the local control panel and verifying correct signals back on the HMI.
- CH2M includes no contingency cost for engineering or integration services in this scope of work. Engineering and Integration services contingency will be held at the city program level budget. Any changes requested will follow the program change management plan for review and approval by the city including funding, prior to execution.
- CH2M included miscellaneous labor costs for support services during the comprehensive PAT test. City of Cocoa will pay for all of the City's expenses incurred should a City representative be appointed to participate in a Witnessed Factory Acceptance Test (FAT).
- All integration work that requires the cessation of the city's operation will be per the Owners directive. Operation of existing unit process isolation valves and power sources will be by the Owner.
- Warranty for products supplied under this Task Order are for (1) one year after the products are started up.
- CH2M does not include direct or overtime costs for the City's personnel incurred while providing support and maintenance to any process system during the performance of the work.
- This Task Order includes no additional work scopes for additional design and document development that may be required by governmental oversight agencies such as the FDEP, Brevard County, and Orange County.
- Builders Risk Insurance - on an "all risks" basis in an amount equal to 100% of the Contract Sum. A sublimit of $1,000,000 for the perils of Flood and Wind is acceptable to Owner. Coverage shall include coverage for property in transit or stored off-site that is intended for specific installation at the site. Builders risk insurance shall cover the project while it is under construction until the date of final acceptance of the work by Owner. Deductible shall not exceed $50,000 for all-risk perils except for the perils of wind/flood. Deductibles for the perils of wind/flood shall not to exceed 5% of the values at risk at time of the loss subject to a minimum of $250,000. CH2M will be responsible for the All Risk deductible. Owner will be responsible for the Wind/Flood deductible and for losses in excess of the sub-limit for Wind/Flood.

Liability Limitation:

- To the maximum extent permitted by law, CH2M HILL Engineers, Inc. and their affiliated corporations, officers, employees, and subcontractors shall not be liable for City of Cocoa's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.
- To the maximum extent permitted by law, in no event shall CH2M HILL Engineers, Inc.,

its affiliates, officers, employees, or any of its subcontractors be liable for the City of Cocoa's damages arising out of or related to this Agreement in excess of the value of this Task Order No. 2017-80, whether such liability is claimed to arise in breach of contract or warranty, tort (including negligence, strict or statutory liability or otherwise). This article takes precedence over any conflicting article of the Agreement or any document incorporated into it or referenced by it.

Ownership of Work Product:

- All of the work product of CH2M HILL Engineers, Inc. in executing this project shall remain the property of CH2M HILL Engineers, Inc. City of Cocoa shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the project shall remain the property of the CH2M HILL Engineers, Inc.

Owner's Responsibility

In addition to the Owner's responsibilities set forth elsewhere herein and in the Agreement, the City shall provide the following to CH2M:

- Provide City IT SCADA network configuration assistance to support this project.
- Configure the City network to lockdown the data to only allow specific physical connections to the designated devices and predetermined data traffic to specific devices.
- Provide cellular service contracts for each location.
- Configure the cellular modem gateways.
- Provide all criteria and full information regarding City's requirements for the project, including planning constraints, performance requirements, environmental concerns, scheduling constraints and any budgetary limitations.
- Access to the sites.
- The City will provide adequate on site desk / office space and periodic access to a conference room for CH2M's use during the integration upgrades and support process.
- Assistance in arranging for access to and make provisions for CH2M and its sub-consultants to enter upon public and private property as required by CH2M and its subcontractors to perform services. Maintenance of service road, so as to allow for safe travel of vehicles.
- Provide water and power for SCADA Integration Services and testing, at no cost to CH2M.
- Timely responses to questions from CH2M that could impede the project schedule.
- All City of Titusville, Orange County and Brevard County, or others, permitting fees, per Allowance Account.

Compensation

This task order will be executed as firm fixed price for labor and expenses. The total firm fixed price fee for this task order for labor and expenses will be $723,452.00 as shown in

Compensation Table below. A time and material allowance is also included for permitting fees and costs of up to $3,000.

CH2M will provide the City of Cocoa a monthly invoice based upon the schedule of values as detailed in the Compensation Table below, along with a summary of activities performed under this contract for the firm fixed portion of this contract. An estimated earned value (percent complete) for each project sub task will be the basis for progress payments. This proposal is effective for 90 days. A more detailed schedule of values will be developed with agreement from the City after notice to proceed.

For the time and material permit allowance portion of the contract, monthly invoicing will include detailed hourly labor charges and detailed expenses incurred based on the rates in Attachment C.

Description	Fee
Preliminary and Implementation Support Services	$ 45,739
Design Services (90 % and Final)	$ 132,145
SCADA Automation Programming	$ 49,057
Instruments and Controls	$ 339,161
Factory and Operational Testing	$ 6,484
Electrical and Solar Systems	$ 17,242
Process Mechanical	$ 16,000
Design Services During Implementation	$ 32,514
SCADA Integration and Engineering Services	$ 82,110
Permit Allowance (Time and Material)	$ 3,000
Grand Total	**$723,452**

Acceptance

This Task Order will become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By: _____

Title: _____

Date: _____

Accepted for CH2M Hill Engineer's, Inc.

By: Greg Fischer

Title: Vice President

Date: 1-24-17

ATTACHMENT A

SCADA INTEGRATION SERVICES SUPPLEMENTAL TERMS AND CONDITIONS:

The following terms and conditions supplement the terms and conditions of the Agreement with regard to this Task Order No. 2017-80. In the event of ambiguity or conflict with these Supplemental Terms and Conditions and the terms and conditions of the Agreement or Exhibits/Attachments incorporated therein, these Supplemental Terms and Conditions shall govern.

Definitions

"Beneficial Use" means the use of the applicable property, equipment or process for its intended purpose.

A "Change Order" is a written order to CH2M HILL signed by OWNER, issued after the execution of the Agreement, authorizing a Change in the Work or an adjustment in the Contract Price or Contract Time. A Change Order signed by CH2M HILL shall be considered an amendment to the Agreement.

The "Contract Documents", in order of priority in the event of conflict or inconsistency, consist of:

> All Amendments and Change Orders issued after the execution of this Task Order No. 2017-80;
>
> This Task Order No. 2017-80 between CH2M HILL and the City;
>
> Information concerning the Project and its requirements issued by OWNER prior to the date of this Task Order No. 2017-80.

The "Contract Price" is the amount payable to CH2M HILL, including adjustments thereto, for completion of the Work in accordance with the Contract Documents.

The "Contract Time" is the period of time allotted in this Task Order for completion of CH2M HILL's Work, including adjustments thereto.

"Force Majeure" means any event or condition which has an effect on the rights or obligations of the parties under this Task Order, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Task Order, including but not limited to (i) an act of God, landslide, lightening, earthquake, hurricane, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) any change in Laws/Regulations; (iii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of CH2M HILL; (iv) the presence of Hazardous Waste; (v) the existence or discovery of differing subsurface conditions; and (vi) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

"Hazardous Waste" means asbestos, PCB's, petroleum, radioactive material and any other toxic substances, in whatever form or states that is known or suspected to adversely effect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever and shall include but not be limited to substances with the meanings provided in Section 4004 of the Solid Waste Disposal

Act (42 USC 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601(14); as listed or designated under Sections 1317 and 1321(b)(2)(a) of Title 33 (33 USC 1317 and 1321(b)(2)(a)) or as defined, designated or listed under United States OSHA any other Federal, State or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

"Liens" are mechanics' and materialmen's liens, security interests or encumbrances on real or personal property.

"Laws/Regulations" are applicable laws, rules, regulations, ordinances, codes or orders, including those relating to equal employment opportunity and affirmative action, of any governmental bodies, agencies, authorities and courts having jurisdiction.

"Substantial Completion" of the Work, or of a designated portion, occurs on the date when the SCADA Integration Services work is sufficiently complete in accordance with the Contract Documents so that OWNER can occupy or utilize the Project, or a designated portion, for the use for which it is intended.

SCADA Integration Services Obligations. CH2M HILL shall furnish all supervision and labor, materials, tools, equipment, unloading, taxes, insurance and other things necessary to perform and complete this Task Order. Work performed under this Agreement may be performed using labor from affiliated companies of CH2M HILL.

OWNER Obligations

Site. OWNER will obtain, arrange and secure at its own expense all permits, licenses, approvals, legal or administrative orders, deposits, land, easements, rights-of-way, and access necessary for CH2M HILL to perform this Task Order. CH2M HILL may rely upon the accuracy of soils reports, subsurface investigations, legal limitations and legal descriptions, and any other information provided by OWNER. OWNER shall furnish such information in its possession as CH2M HILL may request and shall immediately transmit to CH2M HILL any new information and any changes in plans resulting from such information. OWNER shall be responsible for the location of any installation or underground utilities.

Authorized Representative. OWNER's representative is fully acquainted with the Work and has authority on behalf of OWNER to approve design submittals, changes in the Work, execute Change Orders, approve daily reports, render decisions promptly, and furnish information expeditiously and in time to meet the schedule for completion of the Work.

Underground Utilities. Unless specified to the contrary in the Contract Documents, Owner shall be responsible for the location of any installation or underground utilities.

Safety/Emergencies:

CH2M HILL shall take necessary precautions for the safety of its employees on the Project, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the site. CH2M HILL, directly or through its Subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of this Task Order, necessary safeguards for the protection of workers and the public. CH2M HILL, however, shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from work at the site carried on by OWNER or its employees, agents, separate contractors or tenants. OWNER agrees to cause its employees, agents, separate contractors and tenants to abide by and fully adhere to all applicable provisions of federal, state and municipal safety laws and regulations. The above

provision shall not relieve CH2M HILL's subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with all applicable provisions of relevant laws.

In an emergency affecting the safety of persons, work or property at the site and adjacent thereto, CH2M HILL will act at its discretion to protect the persons, property and Work from the threatened damage and will notify OWNER as soon as practicable. The Contract Price and Contract Time shall be equitably adjusted pursuant to Section 7 below.

Force Majeure: Either party may suspend the Work on account of delays that may result from Force Majeure, provided that CH2M HILL shall be entitled to an adjustment in Contract Time and Contract Price pursuant to **Changes; Delays; Adjustments in Contract Price/Time** below.

Differing Site Conditions:

Notice. CH2M HILL shall promptly, and within a reasonable time after it has knowledge of the condition, give a written notice to OWNER of:

> physical, subsurface, structural, soil, chemical or other conditions at the Site which differ materially from those indicated in the Contract Documents or information furnished by OWNER; or
>
> physical, subsurface, structural, soil, chemical or other conditions which differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character in the Contract Documents.

Adjustment to Contract Time /Contract Price. If the conditions cause an increase or decrease in CH2M HILL's cost of or time required for, performing any part of the Work, whether or not changed as a result of the conditions, the Contract Price or Contract Time will be modified by mutually agreed Change Order in accordance with **Changes; Delays; Adjustments in Contract Price/Time** .

Cessation of Work. CH2M HILL may, in its discretion, cease work in the affected portions of the Work upon giving notice of such differing condition and shall not be required to resume performance until a Change Order has been mutually agreed.

Changes; Delays; Adjustments in Contract Price/Time

Changes. OWNER and CH2M HILL may, without invalidating this Agreement, make or request changes, revisions, additions, deletions (collectively referred to as "Changes") within the scope of the Work by written notice. CH2M HILL will notify OWNER within a reasonable time of any claim for an adjustment in the Contract Price and Contract Time. CH2M HILL is not required to perform Changes in the absence of an agreed Change Order.

Delays. If CH2M HILL is delayed in the prosecution or completion of the work by any act or neglect of OWNER, its employees or agents, or by Force Majeure, suspension of the Work by CH2M HILL for Client's convenience, or for any other causes without the fault or control of CH2M HILL, CH2M HILL will give timely notice to OWNER of the cause of the potential delay and estimate the possible time and/or compensation adjustment involved. After the cause of delay has been remedied, CH2M HILL will give notice to OWNER of any actual time or compensation adjustment requested as a result of the aforementioned occurrence.

Adjustment in Contract Price /Time. Promptly after CH2M HILL submits to OWNER a written request for an adjustment of Contract Time and/or Contract Price, OWNER will issue Change Order for Execution.

Limitation of Scope of Services:

OWNER acknowledges that, except to the extent included in the Work, CH2M HILL has had no role in generating, treating, storing or disposing of Hazardous Waste which may be present at the Project Site and CH2M HILL has not benefited from the processes that produced such Hazardous Waste. No Hazardous Waste encountered by CH2M HILL in performing, or associated with, the Work shall at any time be or become the property of CH2M HILL. Any arrangements made by CH2M HILL for the treatment, storage, transport or disposal of any hazardous waste are made solely and exclusively for the benefit of owner using owner's EPA generator identification number(s) when required and shall not result in any liability of CH2M HILL under this agreement or with respect to the hazardous waste. OWNER shall handle all hazardous waste in compliance with applicable laws and regulations and shall sign manifests and obtain generator identification numbers when required by laws and regulations. If required by the contract documents, CH2M HILL shall furnish the names of facilities currently licensed to accept hazardous waste, but it shall be owner's sole responsibility to select those to be engaged. Nothing contained in this Agreement shall confer on CH2M HILL the status of (a) a generator, storer, disposer or treater of Hazardous Waste, (b) the party who arranged for the disposal of Hazardous Waste, or (c) a Hazardous Waste disposal facility, as provided in any Law or Regulation.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CH2M HILL, Subcontractors and Sub-subcontractors, and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to attorney's fees, costs and expenses incurred in connection with litigation or arbitration, arising out of or relating to the performance of the Work in any area affected by hazardous waste. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of the indemnities.

Warranties and Completion.

CH2M HILL warrants that all materials and equipment furnished under this Agreement and the pertinent Task Order will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of this Task Order or of a designated portion. CH2M HILL agrees to correct all work performed under this Agreement which proves to be defective in workmanship and materials within a period of one year from the date of Beneficial Use or Substantial Completion, whichever occurs first.

Those products, equipment, systems or materials incorporated in this Task Order at the direction of or upon the specific request of OWNER shall be covered exclusively by the warranty of the manufacturer. There are no warranties that extend beyond the description on the face thereof.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Liens. CH2M HILL will promptly pay for all services, labor, material and equipment used or employed in performance of any Task Order and will maintain the Project free and clear of

Liens arising from its work. OWNER will promptly give CH2M HILL a copy of any Notice of Lien or claim received by OWNER from any subcontractor or supplier engaged by CH2M HILL or any of its subcontractors prior to final payment. As requested, CH2M HILL will furnish certification that all of its obligations on the Project have been satisfied and that all claims and indebtedness have been paid.

Substantial Completion, Acceptance, and Final Payment

Substantial Completion Generally. Unless a date for Substantial Completion is previously agreed, when the drawings and specifications are sufficiently complete, the parties shall establish a date of Substantial Completion and any agreed schedule shall be updated to reflect such a date. OWNER and CH2M HILL recognize that time is important in the performance of this Agreement and that OWNER will enjoy substantial benefit if this Task Order is completed by the Substantial Completion date set forth in any agreed schedule. CH2M HILL shall use its best efforts to complete Services pursuant to each Task Order by the Substantial Completion date. Substantial Completion of the Services, or of a designated portion, occurs on the date when SCADA Integration Services work is sufficiently complete in accordance with the Contract Documents so that OWNER can occupy or utilize the Project, or a designated portion, for the use for which it is intended.

Notice of Substantial Completion. CH2M HILL will notify OWNER when the SCADA Integration Services work is substantially complete. Within 5 business days, OWNER shall inspect the work and furnish a certificate of acceptance or notify CH2M HILL in writing of any work requiring completion or correction. Upon Substantial Completion, OWNER shall pay CH2M HILL the unpaid balance of this Task Order price, less a sum equal to CH2M HILL's estimated cost of completing any unfinished items. Each month thereafter, OWNER shall pay CH2M HILL the amount retained for unfinished items as each item is completed.

Acceptance and Final Payment. Within five business days after receiving notice from CH2M HILL that the work is completed or corrected, OWNER will issue a certificate of acceptance. Final payment will be due within 15 days after the certificate of acceptance is issued. CH2M HILL shall be relieved of any further responsibility for the Services under this Task Order except for re-performance pursuant to **Warranties and Completion** above. If OWNER fails to issue such certificate or notice within the specified time, the Services under this Task Order shall be deemed to be accepted for all purposes hereunder.

Waiver of Claims. Final payment shall constitute a waiver of all claims by OWNER except those previously made in writing and identified by OWNER as unsettled at the time of acceptance and those arising during the warranty period pursuant to **Warranties and Completion** above. Acceptance of final payment shall constitute waiver of all claims by CH2M HILL except those previously made in writing.

Termination for Cause: This Task Order may be terminated for cause if (a) either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the corrections thereafter or (b) if CH2M HILL does not receive payment pursuant to Article 5 of the Agreement. CH2M HILL will be paid for all Work up to the termination date. Neither party shall be liable to the other for consequential damages.

Suspension of Work by OWNER: CH2M HILL will, upon written notice from OWNER, suspend, delay, or interrupt all or a part of the Work. In such event, CH2M HILL will resume work upon written notice from OWNER, and the Contract Time will be extended and Contract Price will be adjusted for demobilization, remobilization, standby and other costs incurred. If

OWNER does not direct CH2M HILL to resume work within 90 days, CH2M HILL may, in its discretion, treat the suspension as a Termination for Convenience pursuant to Article 6.5.1 of the Agreement.

Insurance and Bonds

In addition to the Insurance required pursuant to Section 10 of the Agreement, CH2M HILL will maintain throughout the term of this Task Order the following insurance and will, if requested, submit certificates verifying such to OWNER:

> Builder's Risk Property Insurance including work and materials, upon the entire project for the full replacement cost at the time of loss. This insurance shall include as additional insureds OWNER, Subcontractors and Sub-subcontractors. The policy shall insure against direct risk of physical loss or damage including flood or other water damage, earthquake, transit, off premises storage, boiler and machinery, delay in opening, testing (both hot and cold), and damage resulting from defective design, or faulty workmanship or materials. Minimum deductible for all risks perils, flood, earthquake, business interruption, and delay in opening are subject to prevailing market conditions.

Waiver. The OWNER and CH2M HILL waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Sub-subcontractors, for damages caused by risks covered by the Builder's Risk Insurance to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by OWNER and CH2M HILL as trustees. CH2M HILL shall require similar waivers from the Engineer and all Subcontractors, and shall require each of them to include similar waivers in their sub-subcontracts and consulting agreements. The OWNER waives subrogation against CH2M HILL, Engineer, Subcontractors and Sub-subcontractors on all property and consequential loss policies carried by OWNER on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

Additional Insureds; Cancellation. All insurance certificates will provide that the insurance carrier will give OWNER 30 days' notice of cancellation of the policies. OWNER will be named as additional insured on the Automobile Liability and Commercial General Liability coverage.

Bonds. CH2M HILL shall furnish such bonds as may be required by this Task Order.

ATTACHMENT B

ENVIRONMENTAL REMEDIATION SUPPLEMENT

Owner and CH2M HILL agree that the following provisions supplement the provisions of the Agreement and of Attachment B when a Task Order or related Amendment requires remediation work.

1.0 Additional Obligations of Owner

1.1 Owner's Warranties

1.1.1 Title to Wastes; No Violation

Owner warrants that it holds clear title to all wastes to be treated, stored and/or disposed and is under no legal restraint or order which would prohibit the treatment, storage and/or disposal of such wastes by any transporter or disposal facility. Owner further warrants that the Work to be performed by CH2M HILL does not violate any final court order or any final ruling of any governmental agency of which Owner has knowledge.

1.1.2 Furnished Data

Owner represents that it has furnished to CH2M HILL full and complete information regarding the requirements of the Work including, without limitation, soils reports, subsurface investigations, legal limitations and legal descriptions. CH2M HILL may rely upon the accuracy of this and any other information provided by Owner. Owner shall furnish such information in its possession as CH2M HILL may request and shall immediately transmit to CH2M HILL any new information and any changes in plans resulting from such information.

1.1.3 Rights of Way

Owner warrants that any right-of-way provided by Owner to/from the Site and to/from the most convenient public way is sufficient to bear the weight of all of CH2M HILL's equipment and vehicles reasonably required to perform the Work. CH2M HILL shall not be responsible for any changes required to be made to any private pavement or accompanying subsurface of any route for its performance of the Work, unless otherwise specifically agreed. The reasonable cost of any repairs to roadways and rights-of-way arising out of the normal wear and tear resulting from CH2M HILL's use thereof by its equipment during the performance of the Work shall be reimbursable under Article 5.

1.2 Reporting

If Laws/Regulations require Owner to report the results of any Work, shall be responsible for all such reporting and shall indemnify and hold CH2M HILL harmless from any fines, penalties, assessments or other costs, including reasonable attorney fees, resulting from Owner's failure to report.

1.3 Underground Utilities

Owner shall be responsible for the location of any installation or underground utilities.

1.4 Additional Indemnification

Owner shall indemnify and hold harmless CH2M HILL, its directors, officers, employees, agents and subcontractors against any and all liabilities, costs, or expenses, including

reasonable attorney's fees, for claims, demands and/or causes of action asserted and/or filed by third persons not parties to this Agreement, arising out of or as a result of:

1. The presence of CH2M HILL or its subcontractors on the Site;
2. The completed Work by CH2M HILL, except to the extent that such liabilities, claims, demands, causes of action, costs and expenses are caused by the negligence of CH2M HILL, its directors, officers, agents, employees or subcontractors;

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK]

Attachment C
CH2M FY 2015 Per Diem Schedule

Classification	Description	Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

1. Billing rates are for City designated Fiscal Year 2014 and 2015, October 1, 2013 to September 30, 2015.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders and City will be billed based on actual hours by category designated for an individual employee.

4. CH2M reserves the right to request rate modifications for future fiscal years under this agreement. Rate modifications must be approved and agreed to by both parties.

ATTACHMENT D – Preliminary Drawing List

Drawing List	
Drawing Number	**Sheet Title**
General	
G-00	COVER SHEET
G-01	TITLE SHEET, LOCATION MAP AND INDEX TO DRAWINGS
G-02	ABBREVIATIONS AND DESIGNATIONS
G-03	ELECTRICAL LEGEND
G-04	ELECTRICAL LEGEND
G-05	INSTRUMENTATION AND CONTROL LEGEND
G-06	CIVIL AND MECHANICAL LEGEND
Instrumentation and Control	
N-01	SCADA NETWORK COMMUNICATIONS BLOCK DIAGRAM
N-02	BILL OF MATERIALS
N-03	RTU PANEL LAYOUT AND I/O LIST - TYPICAL
N-04	ANALYZER PANEL LAYOUT - TYPICAL
N-05	PLC DIGITAL INPUT AND DIGITAL OUTPUT CARD WIRING - TYPICAL
N-06	PLC ANALOG INPUT AND ANALOG OUTPUT CARD WIRING - TYPICAL
Electrical	
E-01	OVERALL SITE CONDUIT AND RISER PLAN
E-02	SOLAR RISER PLAN
E-03	DEMOLITION PLAN
Mechanical	
N/A	(included on standard details)
Civil	
C-01	SITE PLAN, LOCATION 1
C-02	SITE PLAN, LOCATION 2
C-03	SITE PLAN, LOCATION 3
C-04	SITE PLAN, LOCATION 4
C-05	SITE PLAN, LOCATION 5
Standard Detail Drawings	
SD-01	STANDARD DETAILS CIVIL
SD-02	STANDARD DETAILS ELECTRICAL
SD-03	STANDARD DETAILS MECHANICAL
SD-04	STANDARD DETAILS I&C
SD-05	STANDARD DETAILS STRUCTURAL

Legislation Details (With Text)

File #:	17-58	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/25/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Approve Change Order #1 to FY2017 P.O. 69585 with Petticoat-Schmitt Civil Contractors, Jacksonville, Florida, for the Filter Media Removal and Replacement Project; To Authorize the City Manager to Execute the Change Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Petticoat-Schmitt Change Order Proposal				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2017
Agenda Date: February 14, 2017
Prepared By: David Fisher, Dyal Water Treatment Plant Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Change Order #1 to FY2017 P.O. 69585 with Petticoat-Schmitt Civil Contractors, Jacksonville, Florida, for the Filter Media Removal and Replacement Project; To Authorize the City Manager to Execute the Change Order

BACKGROUND:

On April 12, 2016, City Council awarded Bid Number B-16-09-COC, Filter Media Removal and Replacement to Petticoat-Schmitt, 6380 Phillips Highway, Jacksonville, Florida, for the Removal and Replacement of Filter Media at the Dyal Water Treatment Plant. No contingency was requested or approved for this project at that time.

After the removal of the sand and anthracite media in the first filter, the contractor was required to test the backpressure on the filter underdrains during a backwash cycle. The backpressure was found to be higher than the recommended upper limit by the filter underdrain manufacturer. The manufacturer suspects there may be fouling/plugging of the underdrain caps and has recommended that a single cap be removed and tested to determine if fouling has occurred and what processes could be used to restore the caps to an acceptable performance level.

Staff is requesting City Council approve Change Order #1 to FY17 P.O. 69585 in the amount of $4,888.43 to cover the cost for the removal of the cap (including chipping out the grout encasement), sending it to the manufacturer for testing, submission of a test report, and replacement of the cap in

kind with a new one.

The additional $4,888.43 will be added to the purchase order upon approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$4,888.43
Account Number	421-4020-536.46-00
Account Name	Repair & Maintenance
Source of Funds:	Operating Revenue
Change Order Amount	$4,888.43
Original Purchase Order	69585
Original P.O. Amount	$148,825
Total number of change orders to date	1
Total amount in change orders to date	$4,888.43

PREVIOUS ACTION:

On April 12, 2016, City Council awarded Bid Number B-16-09-COC, Filter Media Removal and Replacement to Petticoat-Schmitt, 6380 Phillips Highway, Jacksonville, Florida, for the Removal and Replacement of Filter Media at the Dyal Water Treatment Plant.

RECOMMENDED MOTION:

To Approve Change Order #1 to FY2017 P.O. 69585 with Petticoat-Schmitt Civil Contractors, Jacksonville, Florida, for the Filter Media Removal and Replacement Project; To Authorize the City Manager to Execute the Change Order.

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.

CHANGE ORDER REQUEST

COR# 01
DATE 11/22/2016

JOB # 16073
Claude H. Dyal Water Treatment Plant
Filter Media Replacement

TO: Steve Riley - Project Manager - CH2M Hill

Project# : 180167

Reference: Remove Filter Block Covers for Testing
RFP#

Unless otherwise clarified, this proposal expires 30 calendar days after the date above.

Description:

This is a unit price proposal to remove and reinstall one (1) filter block cover. The procedure would be removing the sand media from the top of the block with a shovel. Once the majority of the sand is removed, a wood framed box would be placed around the cap to be removed to keep the sand from coming in on the block while the cap is off. The remaining sand would be removed from inside the box and the area will be vacum cleaned. Remove the 28 set screws holding the cap down using a 5/16 hex head driver. After all of the screws are removed, use a flat head screwdriver or some form of pry bar to gently lift up on the long end (lift along the long end to prevent the cap from bowing) and break the sealant bond holding down the cap. The cap can then be packaged and sent to Leopold to perform headloss testing of the existing cap prior to performing any cleaning, testing to find a bleaching solution that will clean the foulant, cap cleaning test and a post cleaning headloss test. After completion of the testing, a memo will be provided summarrizing the findings and reccomendations for cleaning.

Prior to re-installing the cap, the sealant remnants on the cap will be removed with a scraper. To reinstall the cap, Leopold will supply a new cap, slightly larger screws (due to the mounting screws going into plastic) for mounting the cap to the filter along with sealant to be applied on the filter block prior to setting and screwing the cap in place.

We propose a **CREDIT** to our contract of: **$4,888.43** Upon acceptance of this proposal.

Extension of contract time with this extra **TBD** days.

X	1	This proposal does not include any $ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved.
N/A	2	Extension cost is included in this proposal.
N/A	3	Acceleration cost to maintain project schedule is included in this proposal.

1. MATERIALS:

ITEM	QUANTITY	U/M	PER UNIT	TOTAL
Wood for Box around filter Cap	1.00	LS	$108.00	$108.00
Hardware and Sealant	1.00	LS	$20.00	$20.00
New Underdrain Cap	1.00	LS	$130.00	$130.00
				$0.00
				$0.00
				$0.00
				$0.00
	Extension sheet attached			
			Subtotal	$258.00
Consumables	0%		of Sub-total (1)	$0.00
			SUBTOTAL 1	$258.00

2. SUBCONTRACTS:

ITEM	QUANTITY	U/M	PER UNIT	TOTAL
Shipping Material To Leopold	1.00	LS	$150.00	$150.00
Return Shipping from Leopold	1.00	LS	$150.00	$150.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBTOTAL 2	$300.00

3. CONSTRUCTION EQUIPMENT:

ITEM	HR/DAY/WK	U/M	RATE	TOTAL
Loader	4.00	HR	$43.25	$173.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBTOTAL 3	$173.00

#

4. FIELD LABOR

Description	RATE	HOURS	TOTAL
Carpenter	26	40	$1,040.00
Carpenter	26	35	$910.00
Helper	23	40	$920.00
Operator	28	8	$224.00
			$0.00
			$0.00

		Total labor	$3,094.00
Hand Tools / Safety	5.00%		$154.70
		SUBTOTAL 4	$3,248.70

DIRECT COST SUBTOTAL **$3,979.70**

5. GENERAL CONDITIONS: 5.00% (1+4) $176.25

6. MISCELLANEOUS:

Insurance:	1.00%	of Direct Cost	$39.80
Taxes: (State & Local Sales)	6.50%	of 1 & 3	$28.02
		Total (6)	$67.81

7. CONTRACT EXTENSION COST

_____ Working Days Extended X _____ Daily Rate Total (7) $0.00

8. MARKUP:

5.00%	On Subcontractor	$15.00
15.00%	On Self-Perform	$588.56

10. BOND: 1.25% Total (10) $61.11

TOTAL **$4,888.43**

Legislation Details (With Text)

File #:	17-64	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/27/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Approve Task Order 2017-02 with CH2M Hill Engineers, Inc. for Security System Improvements Design at Dyal, Project No. WS1404 Chemical Conversion and Reliability Improvements Project. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CH2M Hill 2017-02 (1-26-17) $228479 T.O. 2017-02 Proposal Executed Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 27, 2017
Agenda Date: February 14, 2017
Prepared By: David Fisher, Dyal WTP Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2017-02 with CH2M Hill Engineers, Inc. for Security System Improvements Design at Dyal, Project No. WS1404 Chemical Conversion and Reliability Improvements Project

BACKGROUND:

The City of Cocoa is in the process of performing upgrades to the water treatment plants and various unit process areas. A SCADA master plan was performed in 2012 which included improvements to the SCADA system, site security system, and various information solution products. This task is being performed

This task order will provide design services for the design of the security system upgrade associated with the water utility. The security system encompasses an integrated system which involves multiple facilities. The main control point of the security system is located at the Dyal WTP. The total system design is comprised of the Dyal WTP (groundwater and surface water), Wewahootee WTP, Industrial Park booster station, Banana River booster station, Viera booster station, and elevated tank. The large remote wellfield (46 wells) will not be included in this security upgrade but will be addressed in a future design phase.

CH2M uses an Integrated Security and Emergency Preparedness team. They are a collection of

physical and cyber security design professionals with decades of security experience serving some of the most mission-critical water utilities in the nation. Collectively, the team has worked on well over 200 critical infrastructure physical security projects within the US, and over 100 water utility security projects. Members of the CH2M security team have authored sections of the Draft American National Standard - Guidelines for the Physical Security of Water Utilities, published jointly by the American Society of Civil Engineers (ASCE), the American Water Works Association (AWWA) and the Water Environment Federation (WEF).

Included in the design are security video improvements, new video cameras, new digital video recording system, video server, remote operated electric gate control, door access control system, card readers, and intercom system. All of the electronic security improvements are also closely integrated with the plant SCADA system.

Staff recommends approval of this task order with CH2M Hill for security system improvements design.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$228,479
Account Number	421-4055-536.63-00, WS1404
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

Related to the Project WS1117, the City has invested approximately $9.6 million dollars in multiple capital improvement projects to date. The following is a listing of the previously approved tasks completed or still in construction at this time under Project WS1117:

- SCADA Master Plan
- Interplant Network Connection Improvements
- Control Room Design
- Control Room Construction
- Surface Water Automation
- Ground Water Automation
- Surface Water I/O Support
- GW and SW Automated Reporting

- SCADA Hardware Upgrade Design
- SCADA Hardware Upgrade Implementation

RECOMMENDED MOTION:

To Approve Task Order 2017-02 with CH2M Hill Engineers, Inc. for Security System Improvements Design at Dyal, Project No. WS1404 Chemical Conversion and Reliability Improvements Project.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4959089&GUID=4AB40BDC-FA0C-4A70-A353-E4ED8E98F4CE* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa

Task Order 2017-02

Security System Improvements Design

Services proposed by CH2M HILL Engineers, Inc., in this Task Order will be performed in accordance with the Agreement for Engineering Services for Design, Permitting, and Services During Construction for the Dyal Chemical Conversion and Reliability Improvements (AGREEMENT) approved by the City of Cocoa on January 26, 2016.

Background

The City of Cocoa (CITY) is in the process of performing upgrades to their water treatment plants and various unit process areas. A SCADA master plan was performed in 2012 which included improvements to the SCADA system, site security system, and various information solution products.

Today, security design is a highly complex task, requiring a combination of such elements as electrical engineering, network engineering, cyber security, lighting design, an understanding of camera technology, camera lenses and imaging capability. Selection of the best of class products, following industry standards, and defining the system integration requirements are key elements to successful security implementation.

Information technology systems, security systems and SCADA systems are increasingly interconnected across networks in order to share and exchange data and increase operational efficiency, safety and security. It is critical that the integration of these systems and information exchange be accomplished in a deliberate, consistent and secure manner. If not, the data that they exchange, and the servers that carry this data can be exposed and vulnerable to cybercrime.

Scope of Work

This task order will provide design services for the design of the security system upgrade associated with the water utility. The security system encompasses an integrated system which involves multiple facilities. The main control point of the security system is located at the Dyal WTP. The total system design is comprised of the Dyal WTP (groundwater and surface water), Wewahootee WTP, Industrial Park booster station, Banana River booster station, Viera booster station, and elevated tank. The large remote wellfield (46 wells) will not be included in this security upgrade but will be addressed in a future design phase.

Included in the design are security video improvements, new video cameras, new digital video recording system, video server, remote operated electric gate control, door access control system, card readers, and intercom system.

Procurement, installation, testing, and construction of the system are not included in this task order.

Design Approach

The project design services will be completed using CH2M's design delivery process that is based upon a phased approach to ensure the logical, progressive and coordinated completion of the design services. A preliminary design workshop will be held at the City of Cocoa to review design concepts and establish the basis of the design. Following the workshop, a Preliminary Design (50% design) will be completed, which consists of a 50% design package and a review meeting with the CITY. Following the 50% design completion, future phases include a 90% design phase and 100% final design deliverable package.

Design Basis

As a preliminary basis, the following information was used to develop and refine the design approach and to help determine the level of effort for the design and overall size of the system:

- The envisioned approach would be to install the main security improvements at each facility including Dyal WTP and integrate offsite locations together as one system.
- Due to the difficulty in operating and managing two different manufacturer security system software packages simultaneously for the operations staff (Existing old system with partial systems and new system with partial facilities), a phased implementation approach may be required.
- Confirm whether the existing Dyal WTP access gate and intercom controls are reused or replaced.
- Video cameras used in the current CITY system should be evaluated for reuse in the new design where practical.
- General security improvements identified include;
    - Video Cameras; typically standard low light with no tilt/pan/zoom capability. Includes perimeter cameras, cameras inside the building, gate cameras, and tank cameras. At Dyal WTP, potential additional cameras also include filter gallery, truck gas fill area, loading dock, lime and soda ash, and the chlorine loading dock area.
    - Video Server; typically, one per site with fiber optic connection to campus video recording unit. Determine location of system monitoring.
    - Camera Poles; typically 2 estimated per site (4 at Dyal WTP)
- Dyal WTP has 9 existing buildings that would be included in the security design:

- Main building – HSP room, main door (double), Filter Gallery, back door kitchen
- GW Chemical building – CL2 Room rollup, each chemical area
- SW Chemical building – 4 doors total
- Dewater building – 4 doors total
- Cal Flow building – 2 doors
- Ozone building – 5 doors
- Mechanical building – 2 doors and 1 rollup
- MCC Electrical Building – 2 doors
- MCC5 building – 2 doors

- Wewa WTP booster station buildings include;
  - Main building – 5 doors
  - Generator building – 5 doors
- Banana River booster station buildings include;
  - Main building – 3 doors
- Viera booster station buildings include;
  - Main building – 4 doors
- Elevated Tank buildings include;
  - Main building – 1 doors
- Taylor Creek
  - Main building – 4 doors
  - Silo building – 2 doors
- Industrial Park – evaluate existing system and recommend improvements

Task 1 – Design Workshop and Site Visits

Task 1.1 Project Work Planning and Kickoff Meeting

CH2M will host a project kickoff meeting (2 hours) at the City of Cocoa office to review the scope of services and limits of supply. Each of the major work elements of the security system upgrade will be discussed. A project work plan, indicating primary project tasks, deliverables and milestone schedule, will be developed and reviewed at this meeting. Other kickoff meeting topics include identification of project team participants, their roles and responsibilities during the project, and a discussion of the status of any information requests identified by the CH2M

team. Meeting attendees from the CH2M team include the project manager and up to two technical staff.

Task 1.2 – Security Technology and Preliminary Design Workshop

CH2M will meet with CITY staff in a workshop setting to discuss potential security technology and preliminary project design criteria that will be used for this project and will support the development of a security design criteria produced within Task 2.

During the security technology portion of the workshop (estimated at 4 hours in the beginning portion of the workshop), recommended security technologies will be discussed and security product information will be presented, with technical product engineers calling in via a WebEx or Skype format. The advantages, disadvantages and possible CITY use cases of potential security technology such as; thermal cameras, ground-based radar, long-range card readers, license plate cameras, digital padlocks, and other security technology, would be discussed in a manufacturer 'neutral' format, meaning that manufacturers are requested to provide technical details, not sales pitch information, and will have no knowledge of the CITY's name or location.

During the preliminary design portion of the workshop (estimated at 2 hours, immediately following the technology portion of the workshop), CH2M and the CITY can discuss preliminary security design criteria concepts and applicable security solutions that could be added to CITY facilities.

The security technology and preliminary design workshop meeting will be held following the project work planning and kickoff meeting on the same trip to the City. CH2M will prepare workshop meeting minutes which summarize the criteria developed during this workshop. These criteria will be used as a basis for preparation of the security design criteria.

Task 1.3 – Security Site Visits

CH2M along with CITY staff will conduct a site visit of each facility, including; Dyal WTP (groundwater and surface water), Wewahootee WTP, Industrial Park booster station, Banana River booster station, Viera booster station, and elevated tank facilities. An estimated 3 to 3.5 days of site visits are anticipated, to be attended by up to two CH2M staff. On the same travel trip and following the site visit task, CH2M will meet with the CITY to review our preliminary findings from the site visit.

Task 1.4 – Security Planning Level Costs

Based on preliminary input received from the CITY and observations from the site walks, CH2M will develop a Raw Order of Magnitude (ROM) budgetary planning cost estimate, by facility, indicating the conceptual planned costs for security improvements. The cost estimate will be suitable for budgetary planning and be +25% -10% accuracy based on the initial field site visit and requirements as defined by plant management staff.

Task 1 Deliverables:

- Meeting minutes from project kickoff meeting, security technology workshop, preliminary design workshop, and site visits
- Planning level cost estimate

Task 2 – Security Design Criteria and Preliminary Design

The preliminary design task consists of development of a security design criteria and 50% specifications and drawings for the CITY's review.

Task 2.1 Security Design Criteria

The task develops a security design criteria to be used during subsequent design phases of this project, and for potential future use by the CITY on other security upgrade projects. It will identify a baseline criteria for security hardware and technology by type, the locations used and the performance characteristics at City of Cocoa Water facilities. The criteria will identify required layers of security organized by facility type. Envisioned facility type groupings include; water treatment plants, water storage tanks, water booster stations, and wellfield facilities. The criteria will identify required security protection and the level of performance or standards for applying the security technology. For example, a requirement may indicate perimeter fencing for all water storage tanks, and the specific security criteria characteristics of the fencing would be indicated such as 10-foot chain link fencing, with 9 gauge diamond wire mesh, etc. National guidance documents, such as the ASCE/AWWA "Guidelines for the Physical Security of Water Utilities[1]" will be referenced within the design guideline, as applicable.

The draft security design criteria will be submitted for CITY review approximately 2 weeks prior to the design criteria review and technology workshop (Task 2.2)

Task 2.2 Design Criteria Review Workshop

A design criteria review workshop (2-hour duration, total) will be held with the City of Cocoa. CH2M will provide the meeting agenda, meeting summary and action items resulting from this meeting. During the security criteria workshop (estimated at 2 hours), the CITY will have the opportunity to review and provide comments on the previously submitted security design criteria.

Following the workshop, CH2M will incorporate CITY comments and provide an updated security design criteria document within 3 weeks following the workshop. The security design criteria will be considered finalized after incorporating and adjudicating the CITY's comments.

Task 2.3 Preliminary Design

[1] American Society of Civil Engineers, American Water Works Association, Water Environment Federation, "Guidelines for the Physical Security of Water Utilities", December, 2006.

The preliminary security design tasks include hardening and barriers (Civil engineering), electronic security, and Electrical design.

Hardening and Barriers

This subtask designs passive 'hardening' elements to the facilities. This may include perimeter fencing enhancements or fencing modifications, metal grills, vehicle barriers or bollards or other non-electrified hardening elements onto plans. Design elements include; specifications, site plans and details.

Electronic Security

The subtask designs the electronic security elements of the project, including, card reader units, video surveillance, door alarms, perimeter intrusion detection, etc. Elements of the design are described below:

Security Network - The design includes the applicable security network engineering required to support the security network distribution within a facility, including evaluation for reuse of the existing hardware and/or the addition of new security Ethernet network switches, fiber optic patch panels, fiber distribution units, and video recording servers or hardware. The location of new enclosure(s) or network rack units will be added in the design, as appropriate. CH2M will prepare a preliminary layout of the new network rack(s), and show location of network rack(s) on a plan drawing. An overall security network diagram, per site, will be developed, indicating the security network topology and the connected devices. CH2M will work closely with the CITY staff to assign IP addresses for new security equipment, coordinate a review with CITY IT and CITY cyber security review staff. The configuration requirements for access control, video recording and access gate controllers will be identified and specified within the security specifications during this task.

One aspect that will require further discussion with the CITY is the development of the security network communications design between sites. Because of the potential challenges with bandwidth needs, potential latency issues and line of sight limitations, additional information and discussion will be helpful to determine the extent of existing and potential future security network communications between sites.

Security Cabling - The design includes the necessary wiring and cabling to security hardware and components and the conduit and raceway design supporting the installation. Design includes new fiber optic cable as needed. Cable schedules and conduit/raceway diagrams will be developed during the design.

Security Layout - The design of the layout and mounting of security hardware to ensure appropriate performance and usability of the system will be developed. Consideration will be given during layout design to future expansion, maintenance and servicing of security equipment, where appropriate.

Electrical Design

This subtask develops the electrical design to support the security upgrades, prepare lighting and power plans; power riser diagrams, panel boards and lighting fixture schedules, specifications, and drawings. Tasks include:

Consider existing lighting and add new lighting as required at facilities. Evaluate backup power (UPS power, battery, and emergency generator) distribution and design modifications to security components. Design backup power scheme for all security devices, network switches, firewalls, fiber optic communication modules, modems, thin clients, security system server, security system monitors, 24VDC power supplies, etc. For UPS units, evaluate whether standalone units are needed or if existing UPS infrastructure is adequate. Evaluate grounding needs and lightning protection as required. Develop design for camera poles and underground conduits.

Task 2.4 50% Design Review Meeting

A 50% design phase review meeting will be held with the City of Cocoa. CH2M will provide the meeting agenda, meeting summary and action items resulting from this meeting. The design requirements and criteria will be finalized after receipt of the City's comments at the 50% review meeting. The design will be considered frozen for the remainder of the design phase and any additional City changes received beyond this meeting will be considered for mutual review as a change to the scope and fee.

Task 2 Deliverables:

- Preliminary and final security design criteria document.
- Meeting notes from design criteria workshop meeting.
- Preliminary design documentation (50% design level) package including specifications or data sheets for material, installation, and contract drawings. Six (6) sets of specification documents and 11" X 17" drawings will be provided. The 50% drawing set will include preliminary versions of all drawings; legend, site plans, building plans and details.
- Meeting notes from 50% review meeting

Task 3 – 90% Design

CH2M will provide 90% design phase Drawings and Specifications for the City of Cocoa review. This set of documents will include the incorporation of the comments from the 50% Review Meeting.

Task 3.1 Development of 90% Design Documentation

During the 90% design process, CH2M will obtain from the CITY copies of the CITY standard Division 0 and Division 1 contract general and special condition documents. CH2M will merge these documents with the technical specifications being prepared by CH2M to produce a draft construction specification package for review by the City with the 90% design submittal.

The City of Cocoa will provide a modifiable copy, in MS Word or equivalent, of the current City's procurement documents for CH2M's use. The procurement document will consist of City procurement documents modified to address the specific requirement of this procurement activity. The general conditions Division 0 and Division 1 specifications will be modified by the City, as necessary for the detail specific to this project.

The procurement documents will contain the proposal and contractual documents related to the procurement of this project. Specific sections will contain the following information:

a) Bidding Requirements, including Request for Acquisition, Instruction to Proposers, Proposal Form, Florida Proposal Bond, and Proposers Qualifications.

b) Contract Forms, including Agreement Form and Florida Performance and Payment Bond.

c) Conditions of the Contract, including the City of Cocoa supplied General Conditions.

Task 3.2 90% Design Review Meeting

A 90% design phase review meeting will be held with the City of Cocoa. CH2M will provide the meeting agenda, meeting summary and action items resulting from this meeting.

Task 3 Deliverable:

- 90% design documentation package including draft City Division 0, City Division 1, and CH2M technical specifications or data sheets for material, installation, and contract drawings. Six (6) sets of specification documents and 11" X 17" drawings will be provided.

Task 4 Final Design

CH2M will provide Final Construction Drawings and Specifications suitable to obtain competitive bids for the construction of this project. This set of documents will incorporate the comments from the 90% Review Meeting as well as any constructability comments. Final design documents will include specifications or data sheets for material, installation, and contract drawings. Specifications will be prepared in conformance with the sixteen-division format of the Construction Specifications Institute (CSI).

Task 4 Deliverable:

- Final construction package including specifications or data sheets for material, installation, and contract drawings. Six (6) sets of specification documents, six (6) sets of 11" X 17" drawings, and one electronic version of these documents.

General Project Assumptions

General

1. The OWNER will provide qualified personnel during the continuing field investigations identified in this task order.
2. The design will be based on the federal, state, and local codes and standards in effect at the start of the project. Any changes in these codes may necessitate a change in scope.
3. The CITY shall provide Front end specifications (Division 0 & General Conditions) to be

used for this project.

4. The drawings will follow CH2M CAD standards, using AutoCAD. It is assumed that Revit will not be used. CH2M master specifications will be used as the basis for all specifications, including CH2M standard Division 1 Documents.
5. With the exception of the final review, the project team will not stop during formal reviews of submittals.
6. The OWNER will provide drawings and any other available information in the OWNER's possession; however, such drawings and other documents may not be relied upon to be accurate for design purposes. The CITY will provide a CAD drawing basis for each facility, depicting primary site elements, to which CH2M will add new content.
7. A planning level estimate will be developed by CH2M. Formal, construction cost estimates are not included.
8. City of Cocoa will provide written review comments for draft deliverables within two calendar weeks after receipt of deliverable.
9. Scope does not include Services During Construction (SDC). These SDC services include: pre-bid conference, services during the bid period, proposal evaluation process, and conformed construction documents. It is anticipated that services during construction will be contracted in a future task order.
10. Application Software development, procurement, installation, and field testing services are not included in this scope of work.
11. Network security and segmentation design are not in the scope of this project, other than the physical security of the security network.
12. Scope does not include security improvements for future facilities or future process area modifications to existing facilities.

Permitting

1. No permitting services or fees are included in this scope of work. Permitting services, if required, will be included in the procurement / construction services phase of work.
2. The City will be responsible for payment of all permit application fees

Demolition

1. No salvaging or relocation of materials and equipment is required, (with the possible exception of reuse of digital video camera equipment, where appropriate and practical). The City will provide available drawings of these facilities for use as reference drawings in the construction documents. Annotated photographs will be used in the drawings to convey demolition details.
2. CH2M has not included costs for hazardous materials survey, removal, or inspection of existing conditions.

Schedule

This proposal will cover services and activities to be delivered through September 30, 2017. A detailed project work plan will be developed in conjunction with the City of Cocoa's scheduling requirements. CH2M will commence work within 3 weeks of receiving a written notice to proceed with the project.

The anticipated schedule shown below is based on the number of weeks after the formal issuance of the notice to proceed by the City. The estimated durations will be finalized based on actual notice to proceed date and adjusted based on detail scheduling requirements with the City:

Project Kick-Off Meeting and Site Visit	5 weeks
50% Design Submittal	12 weeks
50% Design Review Meeting	14 weeks
90% Design Submittal	18 weeks
90% Design Review Meeting	20 weeks
Final Construction Documents Submittal	24 weeks

Compensation

This task order will be executed as firm fixed price for labor and expenses. There is no expected material procurement under this task order.

The total firm fixed price fee for this task order for labor and expenses will be $228,479 as shown in Compensation Table below.

CH2M will provide the City of Cocoa a monthly invoice based upon the schedule of values as detailed in the Compensation Table below, along with a summary of activities performed under this contract. An estimated earned value (percent complete) for each project sub task will be the basis for progress payments. This proposal is effective for 90 days.

Task Description	Hours	Fee	Expense	Travel	Total
Task 1 - Design Workshop and Site Visits	222	$41,859	$0	$4,314	$46,173
Task 2 - Security Criteria and Preliminary 50% Design	546	$96,135	$0	$1,743	$97,878
Task 3 - 90% Design Phase	348	$59,368	$0	$1,743	$61,111
Task 4 - Final Design	134	$23,317	$0	$0	$23,317
Grand Total	**1,250.00**	**$220,679**	**$0**	**$7,800**	**$228,479**

Acceptance

This Task Order will become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By _____

Accepted for CH2M HILL Engineers, Inc.

By _____

Francois Didier Menard

Title _____	Title Vice President
Date _____	Date 01/24/2017

Appendix A – Preliminary Drawing List

Sheet #	Dwg #	Title(*)
1	G-1	Cover Sheet
2	G-2	Dwg List/Location
3	C-1	Civil Legend Sheet
4	C-2	Dyal WTP – Civil Security Site Plan
5	C-3	Wewa WTP – Civil Security Site Plan
6	C-4	Banana River Booster Station – Civil Security Site Plan
7	C-5	Viera Booster Station – Civil Security Site Plan
8	C-6	Elevated Tank- Civil Security Site Plan
9	C-7	Taylor Creek – Civil Security Site Plan
10	C-8	Civil Enlarged Plans
11	C-9	Civil Enlarged Plans
12	C-10	Civil Details
13	C-11	Civil Details
14	ES-1	Security Legend Sheet
15	ES-1.1	Security – Overall Network Communications Diagram
16	ES-2	Dyal WTP - Security Riser Diagram
17	ES-3	Dyal WTP - Security Site Plan
18	ES-4	Dyal WTP - Main Building - Security Plan
19	ES-5	Dyal WTP - GW Chemical Building - Security Plan
20	ES-6	Dyal WTP -SW Chemical Building - Security Plan
21	ES-7	Dyal WTP - Dewater Building - Security Plan
22	ES-8	Dyal WTP - Cal Flow Building - Security Plan
23	ES-9	Dyal WTP - Ozone Building - Security Plan
24	ES-10	Dyal WTP - Mechanical Building - Security Plan
25	ES-11	Dyal WTP - MCC Security and MCC5 Building - Security Plan
26	ES-12	Dyal WTP - Conduit & Raceway Schedule
27	ES-13	Dyal WTP - Cable Schedule
28	ES-14	Wewa WTP - Security Riser Diagram
29	ES-15	Wewa WTP - Security Site Plan
30	ES-16	Wewa WTP - Main Building - Security Plan
31	ES-17	Wewa WTP - Generator Building - Security Plan
32	ES-18	Banana River Booster Station - Security Riser Diagram
33	ES-19	Banana River Booster Station - Security Site Plan
34	ES-20	Viera Booster Station - Security Riser Diagram
35	ES-21	Viera Booster Station - Security Site Plan
36	ES-22	Elevated Tank- Security Riser Diagram
37	ES-23	Elevated Tank- Security Site Plan
38	ES-24	Taylor Creek - Security Riser Diagram
39	ES-25	Taylor Creek - Security Site Plan

Sheet #	Dwg #	Title(*)
40	ES-26	Security Camera Schedule
41	ES-27	Security Card Reader Schedule
42	ES-28	Security Rack Elevations
43	ES-29	Security Panel Diagrams
44	ES-30	Security Details
45	ES-31	Security Details
46	ES-32	Security Details

(*) Note – Security plans include both security and electrical (conduit, power, wiring) content.

AGREEMENT FOR
Engineering Services for Design, Permitting, and Services During Construction for the Dyal Chemical Conversion and Reliability Improvements

THIS AGREEMENT is made and entered into this 26th day of January, 2016, by and between **the CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and CH2M HILL ENGINEERS, INC., a Delaware Corporation, 225 East Robinson Street, Suite 505, Orlando, FL 32801, hereinafter referred to as "Engineer".

WITNESSETH:

WHEREAS, City wishes to obtain design, permitting, and services during construction of the Chemical Conversion and Reliability Improvements Project and other improvements at the Dyal Water Treatment Plant; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Engineer participated in the selection and negotiation process; and

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement period shall be for three (3) years or the final completion and acceptance of the project whichever comes last and will begin as of the date on the Notice of Award.

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City.

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

c. "Engineer" shall mean CH2M HILL ENGINEERS, INC., and its principals, employees, resident project representatives (and assistants).

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

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

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

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement.

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on hourly rate schedule attached hereto as "Exhibit A", and send the thus developed "Task Proposal" to the City. If a site visit by Engineer is needed to generate the scope document, Engineer shall request approval prior to visiting the site.

The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any phases of engineering services. The City will issue a Notice to Proceed to the Engineer in the form of a City purchase order. Upon receipt of the signed Task Order and a written Notice to Proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right to perform any services related to this Agreement. The Scope of Services to be provided by the Engineer shall include, but is not limited to, the following:

a. Multi-discipline engineering evaluation and design for;

1. Conversion of chlorine gas and anhydrous ammonia to liquid chemical systems, and new chemical storage and feed facilities
2. Redundant finished water pump station facility and transmission main/yard piping improvements
3. A new emergency generator facility and electrical distribution system improvements
4. Site, roadway, parking, and storm water improvements
5. Security and site access improvements
6. New treatment processes, buildings and facilities
7. Modifications to existing treatment processes, structures and buildings
8. Other miscellaneous plant improvements

b. Surveying, geotechnical investigations, subsurface utility engineering, and specialty testing and assessments

c. Regulatory permitting assistance

d. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations

e. Environmental impact assessments/studies and other evaluations as necessary

f. Cost estimating services and constructability reviews

g. SCADA system design, PLC and HMI programming, and integration services

h. Bid phase services, services during construction and construction management and inspection

i. Start-up services and operations support

j. Miscellaneous services including but not limited to public relations assistance and equipment evaluations.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

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

4.0 SCHEDULE

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent

professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Engineer the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

5.5 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act s.218.70 et. seq., Florida Statute (2002).

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a) Professional Liability: Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

b) The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Engineer from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

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

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

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

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

insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Engineer. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Engineer shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Engineer be open and freely exhibited to the City for the purpose of examination and/or audit.

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

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

14.4 The Engineer acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Engineer agrees that to the extent any document produced by Engineer under this Agreement constitutes a Public Record, Engineer shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

17.4 Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Engineer has committed any act of fraud upon the City; or

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to paragraph 17.0 Default; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer

CH2M HILL ENGINEERS, INC.
225 East Robinson Street, Suite 505
Orlando, FL 32801
Attention: Mr. Ed Davis

For City:

City of Cocoa/Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922

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

32.0 SOVEREIGN IMMUNITY

32.1 Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, *Florida Statutes,* or other limitations imposed on the City's potential liability under state or federal law.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION

34.1 For all Services performed pursuant to this Agreement, the Engineer agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings) to the proportionate extent, directly or indirectly arising from:

a) any default under this Agreement by Engineer;

b) any negligent act, omission or operation of work related to all Services performed under this Agreement by Engineer, and its employees, principals, agents, independent contractors, and consultants.

34.2 The indemnification provided above shall obligate the Engineer to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers which may result from any negligent act, omission or operation of work related to the Services under this Agreement whether the Services be performed by the Engineer, or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any

construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and it Subconsultants, if any, certifies that:

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

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

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

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

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Henry Parrish III, Mayor 1/26/16

ATTEST:

By: _____
Carie Sheafe, CMC Clerk 1/26/16

ENGINEER:

CH2M HILL ENGINEERS, INC.

By _____
Print Name/Title: **Francois Menard, Vice President**

1-11-16

ATTEST:

By: _____ 1/11/16

EXHIBIT "A"
2016 CH2M HILL RATE SCHEDULE

CLASSIFICATION	DESCRIPTION	RATE
Engineer 9	Principal	199.17
Engineer 8	Senior Reviewer/Consultant	199.17
Engineer 7	Senior Project Manager	199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	120.84
Engineer 2	Project Engineer/Scientist/Consultant	101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	95.27
Engineer 0	Engineering Intern	85.28
Technician 5	Senior Construction Manager/Senior Designer	155.59
Technician 4	Construction Manager/Senior Technician	125.06
Technician 3	Senior Construction Inspector	111.34
Technician 2	Construction Inspector/Technician	86.17
Technician 1	Junior Construction Inspector/Junior Technician	76.53
Technical Aide	Technical Aide	66.56
Office	Office/Project Administration	69.99

Notes:

1. Billing rates listed above are designated for one year after execution of the Agreement.
2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the agreement.
3. Bill rate schedule is for time basis work and City wil be billed based on actual hours by category designated for an individual employee.
4. CH2M HILL Engineers reserves the right to request annual rate modifications for future work.

Legislation Details (With Text)

File #:	17-67	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	1/30/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Authorize the City Manager to Approve the Second Emergency Generator Repair from Ring Power Corporation, Orlando, Florida, for the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Quote Gen #2 Ring Power 1.2017.pdf Gen #2 Scope Ring Power 1.2017.pdf PO Ring Power $218,788.97 1.2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 30, 2017
Agenda Date: February 14, 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 the Second Emergency Generator Repair from Ring Power Corporation, Orlando, Florida, for the Dyal Water Treatment Plant

BACKGROUND:

On May 5, 2016, the City Manager declared an emergency and authorized the generator rental requisition to Ring Power Corporation, Orlando, Florida, up to $100,000.

Emergency Generator #1 at the Dyal Water Treatment Plant requires immediate repair. This generator is one of two generators used in tandem to supply back-up power during loss of commercial power during storms. Both of these generators are critical to the production of drinking water at the Dyal WTP.

We are currently relying on a rental generator from Ring Power at a cost of $22,000 per month to support plant operations. The rental was approved by Council and will cover costs through April 2017. It is critical that the generator repairs be approved and repaired before the rental funding runs out. Expediting the immediate repair of Emergency Generator #1 will save us the cost of the rental and provide the reliability necessary during the upcoming hurricane and storm season.

Although the request is for $219,108.90, the previous repair to Generator #2 was completed for $89,270.40. The requested amount is a worst case scenario and the actual cost for the repair will not be known until the generator is taken out of service and taken apart and evaluated.

Staff recommends approval of this generator repair with Ring Power Corporation.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	NA
Amount Requested	$219,108.90
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

In early May 2016 the Dyal Water Treatment Plant experienced a complete failure of one of the backup generators. Dyal is equipped with two generators for power redundancy at the plant. The remaining generator had already been slated for repairs due to a main seal leak. Although this generator could produce power, it was in need of repairs and was not considered a reliable backup.

Due to the criticality of having a backup generator available for the plant, along with the likelihood of outages due to the frequency of electrical storm during the summer months, staff requested the City Manager use his emergency purchase authority as outlined in the Financial Operations Manual (FOM) to rent a generator while the repairs are completed.

On May 5, 2016, the City Manager declared an emergency and authorized the generator rental requisition to Ring Power Corporation, Orlando, Florida, up to $100,000.

September 13, 2016, City Council approved the emergency generator rental.

Emergency Generator #2 was rehabbed last year. The estimated cost was $218,788.97 for the same scope of work as Emergency Generator #1. The actual cost came in at $89,270.40 for Emergency Generator # 2.

RECOMMENDED MOTION:

To Authorize the City Manager to Approve the Second Emergency Generator Repair from Ring Power Corporation, Orlando, Florida, for the Dyal Water Treatment Plant.

Ring Power® CAT

Power Systems Division

godwin pumps

SYKES AmeriPUMPS

SULLAIR

OLYMPIAN™ GENERATORS

CAT™ Power Systems

ST. AUGUSTINE	DAYTONA BEACH	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	401 North Tomoka Farms Rd	6202 N US 301/441	9901 Ringhaver Dr.	9797 Gibsonton Dr
St. Augustine, FL 32092	Daytona Beach, FL 32124	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33569
904-737-7730	386-947-3363	352-732-4600	407-855-6195	813-671-3700

SALES *SERVICE* *PARTS* *LEASING* *RENTALS*

Customer: City of Cocoa WWTP Dyal

Address: 28400 St. Rd. 520

city, state, zip: Cocoa Fl 32709

ATTN: Tim Dyar (321) 635-7774

Date: 01/10/17
REFERENCE: call out
Estimate on Model: 3516
Serial Number: 25z02388
Terms:
QUOTE #:

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Ring Power Systems is pleased to offer the following estimate for your consideration.		
WORK TO BE PERFORMED DURING REGULAR BUSINESS HOURS		
Scope of Work:		
Remove Generator end, Rewind Generator end, Reinstall Generator end, replace rear main seal		
Dismantle & analyze Generator		
Clean all parts		
Verify Mechanical fits		
Rewind, Dip & Bake exciter stator		
Rewind, Dip & Bake Exciter Rotor		
Rewind, Dip & Bake main stator		
Rewind, Dip & Bake main rotor		
Install new bearing, sleve and rectifier		
Install new front & rear seal		
NOTE: does not include any hidden or concealed damages. Final quote to be provided uopn tear down and evaluation		
SUBTOTAL:		$ 218,808.90
ENVIRO/MISC:		$ 300.00
TAXES:		
Misc.Supplies/Enviro:		
Items used on the job and/or become part of the job that are company supplied:		
ie: Lock-tite,never sieze compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rages or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt).		
Charged as 7% of document total, not to exceed $300.00		
P.O.# _____ (if required)		
TOTAL ALL STATE AND FEDERAL TAX APPLIED TO TOTAL		$ 219,108.90

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

CUSTOMER: _____ SALESPERSON: _____

Estimate Salesperson: **Ernie Vollenweider 321-262-3828**

TERMS:

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

Description:

Emergency Generator #1 at the Dyal Plant requires immediate emergency repair. This generator is one of two generators used in tandem to supply back-up power during loss of commercial power during storms. Both these generators are critical to the production of Water Treatment at the Plant. We are currently relying on a rental generator from Ring Power at a cost of $22,000.00 per month to support us. The immediate repair of Emergency Generator #1 would save us the cost of the rental and protect us during the upcoming Hurricane and Storm Season.

Scope of work:

Dismantle & Analyze Generator

Clean all parts

Verify Mechanical fits

Rewind, Dip & Bake Exciter Stator, Rotor, Main Stator, and Main Rotor

Install new Bearing, Sleeve and Rectifier

Install new Front & Rear Seals

Estimated Cost is: $ 219,108.90 Final Quote to be provided upon tear down and evaluation.

Background Information: Emergency Generator # 2 was rehabbed last year. The Estimated Cost was $218,788.97 for the same Scope of Work as Emergency Generator #1.

Actual Cost came in at $89279.40 for Emergency Generator #1

PO`s issued for Emergency Generator #1 FYI 16 68338 & FYI 17 69825

PURCHASE ORDER

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

THIS NO. 68338

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 7604
VENDOR FAX NO.: 407-438-0922
VENDOR PH NO.: 407-855-6195

DATE 6/06/2016
DATE REQUIRED 6/01/2016

RING POWER CORPORATION-ORLANDO
9901 RINGHAVER DR
ORLANDO FL 32824

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 0000030483 F.O.B.
SJG EMERGENCY GEN. REPAIR

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	218788.97	SUM	GENERATOR #2 HAS FAILED EMERGENCY REPAIR REQUIRED FOR OUR BACK-UP POWER SOURCE FOR TREATMENT OF WATER. WE ARE IN THE STORM & HURRICANE SEASON. WITH THIS REPAIR WE COULD TURN IN THE EMERGENCY RENTAL GENERATOR EARLY SAVING US MONEY. SCOPE OF WORK: REMOVE, REWIND & REINSTALL GENERATOR END. REPLACE REAR MAIN SEAL. DISMANTLE & ANALYZE GENERATOR. CLEAN ALL PARTS. VERIFY MECHANICAL FITS. REWIND, DIP & BAKE: EXCITER STATOR, EXCITER ROTOR, MAIN STATOR AND MAIN ROTOR. INSTALL NEW BEARING, SLEVE AND RECTIFIER. ASSEMBLE UNIT AND PAINT. ENVIROMENTAL/MISC.	1.0000	218788.97
				TOTAL	218788.97

REMARKS:

****
* THIS PURCHASE ORDER WILL *
* EXPIRE ON SEPTEMBER 30, 2016 *
****

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

42140205364600

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 #:	17-68	**Version:** 1	**Name:**	Backyard chicken ord 2nd reading
Type:	Ordinance		**Status:**	Public Hearing
File created:	1/31/2017		**In control:**	City Council
On agenda:	2/14/2017		**Final action:**	
Title:	Ordinance No. 01-2017/ 2nd and Final Reading: Amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program. (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Ordinance No. 01-2017- Backyard Chickens.pdf ProposedLocationsOrdNo01-2017.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 31, 2017
Agenda Date: February 14, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 01-2017, amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program.

BACKGROUND:

City Council adopted Ordinance 15-2014 on April 22, 2014, which provided for a non-binding referendum question regarding whether City Council should amend the City Code to allow the raising and keeping of chickens on residential property for domestic (non-commercial) purposes. The question was on the November 4, 2014, election ballot. Voters approved the non-binding referendum question with more than 54 percent of electors voting in favor of the amending the City Code. There was a total of 5,060 total cast on the non-binding referendum question, with 2,777 voting for amending the City Code and 2,283 voting against.

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

City Council has recognized a societal trend to incorporate fresh organic products into diets, a lifestyle which can be supported by allowing residents to keep and raise chickens on single-family residential property for the purposes of producing eggs for personal consumption.

The referendum provided for the amendment to the City Code to allow, as a permitted use, the raising and keeping of chickens for domestic (non-commercial) purposes on residential property under certain terms and conditions established by City Council.

City staff has conducted analysis regarding appropriate terms and conditions and has evaluated several programs initiated by other municipalities and counties around the country and within Florida. A new section of code (Section 5-35. - Backyard Chicken Pilot Program) has been created under Chapter 5, Animals and Fowl. The details of the proposed new section of code can be found in the attached ordinance (Ordinance No. 01-2017). Some of the highlights of the ordinance include the following:

- The intent of the proposed new section is to create and implement a two-year temporary **Backyard Chicken Pilot Program** to permit the keeping of chickens by no more than 15 families on occupied single-family property within the RU-1-7, RU-1-7a, and RU-1-10 zoning districts. See attached map indicating areas that would be subject to the Pilot Program. The number of families eligible under the program may be increased by City Council approval in increments of 5 families, not to exceed 25 families.

- Persons desiring to participate in the Backyard Chicken Pilot Program must apply for and obtain a permit ($50.00 fee) prior to the keeping of chickens.

- Persons applying for a permit must provide evidence of successful completion of a University of Florida Agricultural Extension Service class, or equivalent, on the care and raising of chickens.

- Up to 4 chickens may be kept on an occupied single-family property within the proper zoning district as noted above.

- The term “chicken” for this program refers to female chickens (hens) only.

- Chickens must be kept within a coop and enclosure, and may not be released or set free to roam unless under the direct supervision of the owner and such roaming must be confined to the backyard of the subject property.

- Chickens must be kept for personal use only. Selling of chickens, eggs, feathers, chicken manure, or the breeding of chickens for commercial purposes is strictly prohibited.

- The coop and enclosure must be screened from neighboring property.

- Chicken coops and fence enclosures must be located in the rear/back yard (behind the home). No coop or enclosure will be allowed in any front or side yard. The coop and enclosure must be at

least 10 feet from the single-family structure, a minimum of 10 feet from the rear or side property, a minimum of 20 feet from any side street, and a minimum of 20 feet from any neighboring residential homes.

- The proposed new section of code shall be subject to a two-year sunset period and shall expire on a date determined by City Council unless otherwise extended by City Council.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:

- Housing Element Objective 3.2.4 - Neighborhood Preservation: The City of Cocoa shall promote neighborhood preservation through the continued application and enforcement of zoning district regulations, land development regulations, and nuisance abatement regulations.

Housing Element Policy 3.2.4.4: The City shall protect residential neighborhoods from noise, water, and air pollution by regulating land development practices to ensure all applicable local, state, and federal air & water quality standards are met and maintained. Activities creating noise related disturbances shall be restricted from inappropriate locations or required to provide more stringent attenuation measures.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

At its January 11, 2017 meeting, the Planning & Zoning Board recommended approval by a 4-3 vote and recommended the application fee be changed from $75 to $20.

At its January 24, 2017 meeting, Council approved the first reading of Ordinance 01-2017 with the amended application fee of $50.00.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 01-2017, amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program and revising the application fee to $50.00.

ORDINANCE NO. 01-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO BACKYARD CHICKENS; AMENDING CHAPTER 5 – ANIMALS AND FOWL TO INCLUDE A NEW SECTION 5-35 BACKYARD CHICKEN PILOT PROGRAM TO ALLOW THE KEEPING OF CHICKENS AND CHICKEN COOPS WITHIN CERTAIN RESIDENTIAL ZONING DISTRICTS; CREATING DEFINITIONS; ENUMERATING TERMS AND CONDITIONS CONCERNING THE KEEPING OF BACKYARD CHICKENS; ESTABLISHING A LIMITED PERMITTING PROCESS; PROVIDING FOR A SUNSET OR EXTENSION OF THESE REGULATIONS UPON REVIEW BY THE CITY COUNCIL; 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, Chapter 166, Florida Statutes, the Municipal Home Rule Powers Act, provides for the ability of the City of Cocoa to enact legislation concerning any subject matter upon which the state Legislature may act, subject to limited exceptions as provided for therein; and

WHEREAS, the City Council recognizes the trend in society to incorporate fresh organic products into diets; a lifestyle which can be supported by allowing residents to keep and raise chickens on their single family residential properties for the purposes of producing eggs for personal consumption; and

WHEREAS, in recognition of this trend, the City Council presented a non-binding referendum to the registered electorate of the City on November 4, 2014 to gauge community interest and support in establishing a backyard chicken program for purposes of raising and keeping of chickens on residential property for domestic purposes ("Referendum"); and

WHEREAS, the Referendum results were 2,777 in favor (54.66%) and 2,283 opposed (45.34%) to the City Council establishing a backyard chicken program under terms and conditions determined by the City Council; and

WHEREAS, after the Referendum, City staff conducted additional analysis regarding appropriate terms and conditions for establishing a backyard chicken program within the city of Cocoa, and has evaluated several other programs that have been initiated by other municipalities and counties around the country including within the State of Florida; and

WHEREAS, the City Council recognizes the desire of all residents to live in a clean and pleasant environment free of excessive odor, noise, vermin and disease; and

WHEREAS, based on staff's analysis, experts seem to suggest that the keeping of four (4) chickens is sufficient to meet the needs of the average family's egg consumption; and

WHEREAS, the City Council desires to permit residents to maintain up to four (4) chickens on a lot or parcel occupied by a single family detached residence in the RU-1-7, RU-1-7a, and the RU-1-10 Residential zoning districts, subject to the terms and conditions of this Ordinance; 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 Chapter 5, Animal and Fowl. Chapter 5, Animal and Fowl, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended to add a new Section 5-35 as follows (underlined type indicates additions to the City Code):

Sec. 5-35. – Backyard Chicken Pilot Program.

(a) The intent of this section is to create and implement a two (2) year temporary Backyard Chicken Pilot Program to permit the keeping of chickens by no more than fifteen (15) families on occupied single-family property within the RU-1-7, RU-1-7a, and the RU-1-10 Residential zoning districts, subject to the terms and conditions of this section. The number of families eligible under the program may be increased at the city council's sole discretion, by resolution, in increments of five (5) families, not to exceed twenty-five (25) upon being advised that the public demand requires the increase, city staff is capable of managing the increase, and the outstanding permits are not causing any adverse effects on the community.

(b) For purposes of this Section, the term "chicken" refers to female chickens (hens) only. The term "predators" includes, but is not limited to, bears, raccoons, coyotes, bobcats, alligators and foxes. The term "subject property" is the single-family residential property with which the Backyard Chicken Pilot Program permit is associated.

(c) This section does not authorize persons to violate applicable restrictive covenants or homeowner's association rules and regulations. The City does not police and enforce private restrictive covenants or homeowner's association rules and regulations. Persons applying for and receiving temporary permits under this Section are solely responsible for compliance with all applicable restrictive covenants and homeowner's association rules and regulations.

(d) Persons desiring to participate in the Backyard Chicken Pilot Program must apply for and obtain a permit from the city's community services director or designee prior to keeping chickens within the RU-1-7, RU-1-7a, and the RU-1-10 Residential zoning districts. The city shall charge a non-refundable fee of $50.00 dollars to persons applying for a permit to cover processing costs. If the person is not the fee simple owner of the subject property, the fee simple owner must provide owner authorization and consent to the application. No more than twenty-five (25) permits will be issued under this section. Only one permit per occupied single-family property will be issued. Permits shall be awarded by the city on a first-come, first served basis. If a participant chooses to leave the program, he/she must provide notice to the city. The city is then authorized to re-issue the permit to another qualified applicant. If a participant is removed from the pilot program due to violations of the terms of this section, his/her permit may also be re-issued to another qualified applicant.

(e) In order to obtain a permit under this section, persons applying for a permit must submit a sketch showing the location of the proposed chicken coop and enclosure and must demonstrate that he/she can meet the requirements of this section. The city will conduct site inspections of the subject property to make compliance determinations under this section. The community services director or designee may deny a permit application if he/she determines that the person(s) applying for a permit cannot meet the requirements of this section. The issuance of a permit is conditioned upon and subject to the terms and conditions of this section. Regardless of the date of the permit issued, such permit shall terminate and expire two years from the effective date of this section on February 14, 2019 unless terminated earlier or extended by action of the city to extend the sunset and termination date set forth herein.

(f) Persons applying for a permit under this section must provide proof of successful completion of a University of Florida Agricultural Extension Service class, or equivalent, on the care and raising of chickens. The community services director or designee will maintain a schedule of such classes that are available for complying with this condition.

(g) Persons applying for a permit under this section shall be deemed to have agreed to the following terms and conditions: (i) agree to the terms and conditions of this section; (ii) grant the city and its officers, employees and agents a right-of-entry upon the subject property (including rear yard) for inspection purposes to ensure compliance with this section; (iii) agree to remove chickens and chicken coops and enclosures upon the termination or expiration of a permit issued under this section, and (iv) hold the city and its officials, employees and agents harmless concerning matters relating to the permit and this section.

(h) Up to four (4) chickens may be kept on an occupied single-family property zoned RU-1-7, RU-1-7a, and the RU-1-10 upon receiving a permit from the community services director or designee. Chickens are prohibited within other zoning districts unless expressly provided otherwise in the City Code applicable. Chickens shall not be kept on duplex, triplex, or multi-family properties, or within mobile home/manufactured home parks.

(i) Chickens must be kept within a coop or enclosure and may not be released or set free to roam unless under the direct supervision of the owner in compliance with this section. Such roaming must be confined to the backyard of the subject property.

(j) Ducks, geese, turkeys, peafowl, male chickens/roosters, or any other poultry or fowl are not allowed under the provisions of this section.

(k) Chickens must be kept for personal use only. Selling chickens, eggs, feathers or chicken manure, or the breeding of chickens for commercial purposes is strictly prohibited.

(l) Chickens may not be bred or slaughtered on premises. Chickens shall not be used or trained for the purpose of fighting for amusement, sport or financial gain.

(m) The coop and enclosure must be screened from neighboring property. Screening must be accomplished using an opaque fence and/or landscape screen (existing vegetation may be used if sufficient enough to create an opaque screen).

(n) All applicable building permits must be obtained prior to constructing fences and the coop and enclosures to house chickens.

(o) Unless otherwise in conflict with Florida Statutes, a dog or cat that injures or kills a chicken that wanders onto the property at which the dog or cat resides will not, for that reason alone, be considered a dangerous or aggressive animal.

(p) Deceased chickens must be properly disposed of within 24-hours of expiring and in accordance with Florida law. Permit holders may contact the University of Florida Agricultural Extension Service office for requirements regarding the proper disposal methods.

(q) No manure may be allowed to accumulate on the floor of the coop or ground. Permit holders must implement a manure management program. For example, a fly-tight bin for storage of manure could be utilized; the size of which must be sufficient to contain all accumulation or manure. A manure box inside the coop is recommended. The fly-tight tin must be kept at least twenty (20) feet away from all property lines. Composting chicken manure may be allowed in the enclosed bin. Perceptible odor shall not emanate from the manure storage/composting bin.

(r) Chicken coops and fence enclosures must be located in the rear/back yard (behind the home). No coop or enclosure will be allowed in any front or side yard. Yard, as used in this provision, references location, not building setback area. The coop and enclosure must be at least five (5) feet from the single family structure, a minimum of ten (10) feet from the rear or side property lines, a minimum of twenty (20) feet from any side street, and a minimum twenty (20) feet from any neighboring residential homes. On corner lots, coops and enclosures must meet the required side street setback per the property's applicable zoning district. The community services director may authorize an administrative waiver, in writing, of up to ten percent (10%) of any setback requirement set forth in this subsection if the subject property has extraordinary conditions that make compliance with any particular setback requirement impracticable or unfeasible, provided such waiver does not undermine the intent and purpose of the safeguards required under this section.

(s) The coop must be covered and ventilated, and a fenced enclosure/run is required. The coop and enclosure must be completely secured from predators, including all openings, ventilation holes, doors, and gates. Fencing or roofing is required over the enclosure in

addition to the coop, in order to protect the chickens from predators. The coop must also be tied down for wind resistance.

(t) All stored feed must be kept in a rodent and predator-proof container or be kept inside a secured structure.

(u) The coop must provide a minimum of four (4) square feet per chicken; a minimum of five (5) square feet of run per chicken, and be of sufficient size to permit free movement of the chickens. The coop may not be taller than six (6) feet, measured from the natural grade, and may be easily accessible for cleaning and maintenance. Coops may not exceed a maximum of 150 square feet.

(v) Chicken coops and enclosures must be maintained in a clean and sanitary condition at all times including dry bedding materials. Activities permitted by this section must be conducted in a manner that does not create any nuisance consisting of odor, noise or pests, or contribute to any other nuisance condition. There shall be no perceptible odor that is objectionable, under the reasonable person standard, to neighboring properties emanating from the chickens or the enclosure.

(w) In a public health emergency declared by the Brevard County Health Department including, but not limited to, an outbreak of Avian Flu or West Nile Virus, immediate corrective action may be required in accordance with applicable public health regulations and procedures. Any person issued a permit under this section shall be deemed to have consented to compliance with such required corrective action.

(x) In the event of a person violates any of the provisions of this section, the city shall have the right to legally pursue any of the following remedies or actions:

(1) Institute code enforcement actions against the violator and the property owner of the subject property where the violation occurs;

(2) Issue a civil citation as a Class II violation to the violator for the first violation, and Class III for all other violations whether concurrent with or subsequent to the first violation, in accordance with Chapter 6, Article II, Division 2 of the City Code.

(3) Each violation of this section shall be considered a separate offense.

(4) Take any other action or remedy authorized by law or equity, including, but not limited to, instituting an action in court to enjoin violating actions, in which case, the person violating this section shall be liable to the City for reimbursement of the city's attorney's fees and costs concerning such action; and/or

(5) Revoke the permit issued under this section for keeping of chickens and require that the chickens be removed within ten (10) days of said revocation.

(y) This section shall be subject to a two (2) year sunset period and shall expire on February 14, 2019 unless otherwise extended by the city council, by resolution, for an additional period of up to one year. During the effective period of this section, the community services department and code enforcement staff shall track complaints and compliance

issues regarding the permits issued under this section. At least one hundred and twenty (120) days prior to the sunset expiration date, the community services director and code enforcement staff shall present a written report to the city council as to the results. Prior to the sunset expiration date, the city council shall conduct a public hearing and review the data compiled by staff in the report, and feedback from staff, the public and professionals on the successes and failures of the Backyard Chicken Pilot Program. After the hearing, the city council may permit the program to sunset and expire, extend the pilot program, or take other action as appropriate. However, the sunset of this section shall not affect the city's ability to prosecute violations of this section for violations occurring prior to the sunset and expiration date.

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. **In the event that the City Council allows the sunset and expiration of this Ordinance to become effective, the City Clerk is authorized to remove section 5-35 adopted herein from the City Code.**

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. Sunset Date. This Ordinance and the provisions hereof shall sunset and expire two (2) years from the effective date on February 14, 2019; provided, however, such shall not affect the City's ability to prosecute violations of this Ordinance for violations occurring prior to such sunset and expiration date. The City Council may, by resolution, extend the sunset and expiration date of this Ordinance up to an additional one (1) year period. Thereafter, the sunset and expiration date of this Ordinance shall either be extended for an additional period of time or permanently repealed to make the provisions of this Ordinance, as amended, permanently in effect until repealed or modified by subsequent ordinance adopted by the City Council.

Section 7. 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 14th day of February, 2017.

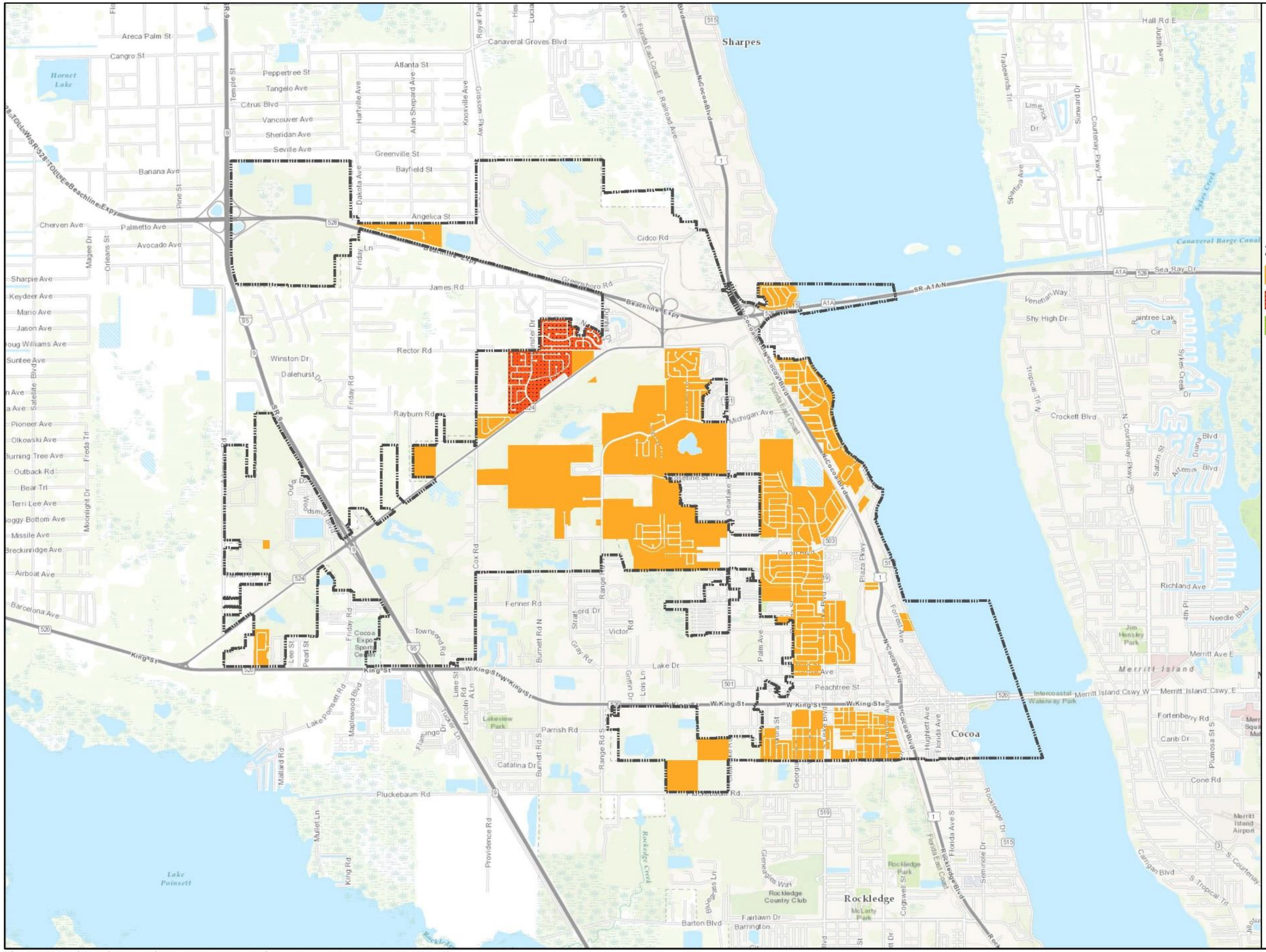
_____

Henry U. Parrish, III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk



City of Cocoa

Potential Locations for Ordinance No. 01-2017

Zoning

- RU-1-7: Single Family Residential
- RU-1-7a: Single Family Residential
- RU-1-10: Single Family Residential
- City Boundary

N E S W

0 0.75 1.5
Miles

Map Date: 1/11/2017

City of Cocoa
65 Stone St.
Cocoa, FL 32922
www.cocoafl.org

Map Disclaimer:
The map is created from theCity ofCocoa's GIS database. The data contained herein is intended to be a graphical representation only and is by no means an official survey or legal interpretation thereof. The City of Cocoa provides this data in good faith and makes no warranties, guarantees, or representations of any kind, either expressed or implied, as to the content, accuracy, completeness or reliability of this data.

N:\CommunityServices\Planning\MapRequests\ProposedLocationsOrdNo01-2017\ProposedLocationsOrdNo01-2017_11x17Landscape.mxd

Legislation Details (With Text)

File #:	17-69	**Version:** 1	**Name:**	Auto Sales Ordinance 2nd reading	
Type:	Ordinance		**Status:**	Public Hearing	
File created:	1/31/2017		**In control:**	City Council	
On agenda:	2/14/2017		**Final action:**		
Title:	Ordinance No. 02-2017/ 2nd & Final Reading: Amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New and/or Used Vehicles. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 02-2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 31, 2017
Agenda Date: February 14, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 02-2017, amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New and/or Used Vehicles.

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 Community Services Department has identified a need to allow for greater flexibility when dealers of new or used automotive vehicles, agricultural equipment, major recreational equipment,

and mobile homes hold special sales events. Current code allows for such businesses to hold two separate sales events per calendar year of no more than 15 consecutive days per event.

The proposed ordinance (Ordinance No. 02-2017) would allow for such businesses to hold 6 separate, 7 consecutive day sales events per calendar year. Only one special sales event permit may be issued within any 30-day period, except that two, 7 consecutive day sales events may be combined to create a 14 consecutive day special sales event. In the alternative, one, 30 consecutive day sales event may be allowed in place of all other special sales events during the calendar year.

During the special sales event period, auto dealers are permitted to utilize streamers, balloons, spinners, floaters, or other flying or inflatable devices, signs, or similar objects designed to attract the public's attention, which are otherwise prohibited.

The proposed ordinance would also allow for vehicles on display to be parked on non-paved surfaces during the permitted special sales event period only. Many auto dealers have displayed vehicles for sale on the grass area near the roadway in violation of the current Code. The Ordinance would allow limited display of vehicles on these areas during a special sales event permit period. Under no circumstances shall vehicles be permitted in the public right-of-way. The proposed ordinance clarifies that all outside display areas shall be paved in accordance with city specifications, except as provided in subsection M for permitted special sales events.

Finally, the proposed ordinance revises the references from community development director to community services director.

Staff provided a copy of the proposed ordinance for review to affected auto dealerships and did not receive any comments back.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:

- Future Land Use Element Objective 1.3.1 - Economic Base Enhancement: The City of Cocoa shall seek to establish and maintain a stable and growing economic base through strategic incentive programs and diversification of the economy.

- Future Land Use Element Goal 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its January 11, 2017 meeting.

City Council approved the first reading of Ordinance 02-2017, at its January 24, 2017 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 02-2017, amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New and/or Used Vehicles.

ORDINANCE NO. 02-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 28, REGULATING BUSINESSES PROVIDING FOR THE SALE OR RENTAL OF NEW AND/OR USED AUTOMOTIVE VEHICLES, AGRICULTURAL EQUIPMENT, MAJOR RECREATIONAL EQUIPMENT, AND MOBILE HOMES AND ACCESSORY USES THEREOF; 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, Chapter 166, Florida Statutes, the Municipal Home Rule Powers Act, provides for the ability of the City of Cocoa to enact legislation concerning any subject matter upon which the state Legislature may act, subject to limited exceptions as provided for therein; and

WHEREAS, Appendix A, Article XIII, Section 28 of the City Code regulates businesses which provide for the sale or rental of new and/or used automotive vehicles, agricultural equipment, major recreational equipment, and mobile homes and any accessory use thereof; and

WHEREAS, the City Council desires to allow for greater flexibility when such businesses hold special sales events; 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. **Code Amendment.** Appendix A, Zoning, Article XIII, Section 28, 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. It is intended that the text in Appendix A 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.

***

ARTICLE XIII.
SUPPLEMENTARY DISTRICT REGULATIONS

***

Sec. 28. –Sales or rental of new and/or used automotive vehicles, agricultural equipment, major recreational equipment, and mobile homes, with accessory uses.

This section provides the minimum standards for the design and operation of businesses which provide for the sale or rental of new and/or used automotive vehicles, agricultural equipment, major recreational equipment, and mobile homes and any accessory use thereof.

***

H. *Parking and automotive vehicle storage.* All businesses or uses regulated under this section shall comply with the off-street parking requirements provided in appendix A, article XII, except as may be provided below:

***

2. All outside display areas shall be paved in accordance with city specifications, except as provided in subsection M for permitted special sales events. Any lawfully existing business or use as of July 22, 2003 however, may provide unpaved storage areas as long as the storage areas are completely screened from view from both public rights-of-way and residentially zoned districts.

5. Each automotive vehicle, agricultural equipment, major recreational equipment, minor recreational vehicle, and mobile homes for display, sale or rental shall be parked within the confines of designated display and/or sales area, and shall not be parked within any right-of-way, unless use of State of Florida right-of-way is permitted by the Florida Department of Transportation. All lawfully existing businesses or uses shall file with the community ~~development~~ services director for the City of Cocoa a scaled drawing demonstrating where such areas are to be located upon their site. Such scaled drawing is to be received no later than sixty days from the effective date of this section.

***

M. *Special sales event permit.* Each business or use regulated under this section may obtain from the community ~~development~~ services director or the director's designee a special sales event permit. No business or use shall be entitled to more than ~~two separate (15) fifteen~~ six separate seven (7) consecutive day sales events per calendar year. Only one special sales event permit may

be issued within any thirty (30) day period, except that two seven (7) consecutive day sales events may be combined to create a fourteen (14) consecutive day special sales event. In the alternative, one thirty (30) consecutive day sales event may be allowed in place of all other special sales events during the calendar year.~~or one (30) thirty consecutive day sales event per calendar year.~~

Beginning on the date provided in the permit, the use of streamers, balloons, spinners, floaters, or other flying or inflatable devices, signs, or similar objects which are designed to attract the public's attention shall be permitted, provided, however, the use of construction equipment is still prohibited. Vehicles on display shall be permitted to be placed on non-paved surfaces during the permitted special sales event period only. Under no circumstances shall vehicles be permitted in the public right of way.

***

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, at a regular meeting assembled on the _____ day of _____, 2017.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	17-54	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	1/23/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Approve a date correction for the St. Mark's Episcopal Academy Lions on the Run 5K, from Saturday, March 11, 2017 (4:00 pm - 7:00 pm) to Friday, March 10, 2017 (4:00 pm - 7:00 pm). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017 Street Closures Legistar				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 23, 2017
Agenda Date: February 14, 2017
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a date correction for the St. Mark's Episcopal Academy Lions on the Run 5K, from Saturday, March 11, 2017 (4:00 pm - 7:00 pm) to Friday, March 10, 2017 (4:00 pm - 7:00 pm).

BACKGROUND:

During any given calendar year, the number of street closure approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 01-2016.

St. Mark's Episcopal Academy Lions on the Run 5K, Saturday, March 10, 2017 (4:00 pm - 7:00 pm)

Church Street: between Delannoy Ave. and Riverside Dr.
Riverside Drive: between Church St. and Oak St.

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

Approval was previously granted for the event to take place on March 11, 2017.

RECOMMENDED MOTION:

Approve a date correction for the St. Mark's Episcopal Academy Lions on the Run 5K, from Saturday, March 11, 2017 (4:00 pm - 7:00 pm) to Friday, March 10, 2017 (4:00 pm - 7:00 pm).

Legislation Details (With Text)

File #:	17-66	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	1/30/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Consideration of a partial release of real property located at 1149 Masterson Street, Melbourne, which was previously owned by Gladys B. Thomas, current owner is Brevard Neighborhood Development Coalition. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application.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 current owner, Brevard Neighborhood Development Coalition, is requesting a partial release of a code enforcement lien attached to real property located at 1149 Masterson Street, Melbourne.

BACKGROUND:

The owner, Brevard Neighborhood Development Coalition, is requesting a partial release of a code enforcement lien attached to real property located at 1149 Masterson Street, Melbourne, which was previously owned by Gladys B. Thomas. Ms. Thomas also owns property at 1333 Audubon Drive, 1040 Azalea Lane, and 1409 N. Fiske Blvd. The below cases are related to properties in Cocoa owned by Gladys B. Thomas.

The Code Enforcement Board held a public hearing on the following dates and heard the following cases:

- **October 17, 2008 - CE 08-654**

  Section 6-105(a) Building Permits Required
  Section 6-900 (b) (4) (a-c) Maintenance to a Structure

  The Code Enforcement Board provided the owner sufficient time to correct said violations. Since compliance was not achieved the Code Enforcement Board Order was recorded on

November 21, 2008 against the property effective as follows: the lien ran at $100 per day from November 2, 2008 until compliance was achieved on December 10, 2015. The lien is $259,700.

- **May 21, 2009 - CE 09-235**

  Section 6-902(c) (1) (2) Storing Junk or Autos
  Section 6-105(a) Building Permits Required
  Section 6-900 (b) (4) (a-c) Maintenance to a Structure

  The Code Enforcement Board provided the owner sufficient time to correct said violations. Since compliance was not achieved the Code Enforcement Board Order was recorded on July 17, 2009 against the property effective as follows: the lien ran at $200 per day from June 22, 2009 until compliance was achieved on December 10, 2015. The lien is $472,600.

- **February 18, 2010 - CE 09-618**

  Section 6-900 (b) (4) (a-c) Maintenance to a Structure
  Section 6-1003 (c) Premises Identification

  The Code Enforcement Board provided the owner sufficient time to correct said violations. Since compliance was not achieved the Code Enforcement Board Order was recorded on April 16, 2010 against the property effective as follows: the lien is currently running at $100 per day from March 22, 2010 until compliance is achieved. As of today the lien is $249,500.

- **June 19, 2014 - CE 14-263**

  Section 6-1003(o) Doors
  Section 6-1003(b) - Protective Treatment
  Section 6-1003(g) - Roofs and Drainages
  Section 6-900 (b) (4) (a-c) Maintenance to a Structure

  The Code Enforcement Board provided the owner sufficient time to correct said violations. Since compliance was not achieved the Code Enforcement Board Order was recorded on August 25, 2014 against the property effective as follows: the lien is currently running at $50 per day from July 15, 2014 until compliance is achieved. As of today the lien is approximately $45,950.

In March 2016, the property at 1149 Masterson Street, Melbourne was purchased by Brevard Neighborhood Development Coalition, 1151 Masterson Street from Gladys B. Thomas (owner of all the above addresses). Brevard Neighborhood Development Coalition (BNDC) is a non-profit, faith-based community development corporation that has been operating a safe haven for children in the Booker T. Washington neighborhood of north Melbourne since 2004. BNDC purchased the vacant parcel from Ms. Thomas to construct an additional building for their program. BNDC is requesting a partial release for the 1149 Masterson Street, Melbourne property only (Parcel ID: 27-37-16-27-00000.0-0010.00).

Staff utilized the following factors in making its recommendation for the partial release:

- Whether the current owner owned the property at the time the violation(s) occurred? **No, the property was owned by Gladys Thomas until March 30, 2016.**

- When did the current owner obtain the property? **3/30/2016**

- How was the property obtained? **By Warranty Deed**

- How many (if any) previous code enforcement cases were on the properties? **A total of 10 code enforcement cases**

  How many (if any) previous or current code enforcement cases on other property owned by the same owner? **A total of 10 code enforcement cases**

- The number of violations related to the subject lien? **Seven (7)**

- The length of time the code enforcement lien ran before the violation was brought into compliance; case CE-14-263 and CE 09-618 are currently running and case CE- 08-654 lien ran for 2,594 days and the total amount of the lien is $259,700.00 and case CE-09-235 lien ran for 2,362 days and the total amount of the lien is $472,600.00. There are no liens recorded on the 1149 Masterson Street, Melbourne, except for the liens that are associated with Gladys Thomas.

- The current market value of 1149 Masterson Street, Melbourne, is **$13,420.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the partial code enforcement lien release of the 1149 Masterson Street, Melbourne property upon payment of a **$250.00** administrative fee. This fee covers staff costs and recording fees to process and release the lien. Liens will remain on all other properties owned by Gladys B. Thomas. Per the City Code, if the City Council agrees to the partial release, payment of the administrative fee 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 approval of the partial release of the code enforcement lien attached to the property located at 1149 Masterson

Street, Melbourne.

RECOMMENDED MOTION:

Follow the recommendation of the Code Enforcement Board to approve a partial release of the code enforcement lien attached to the property located at 1149 Masterson Street, Melbourne once payment of $250 to cover administrative costs is received.

Application # **CE** - _____ - _____

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.

Please TYPE or PRINT this application neatly.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

1. **Date:** 1/12/17

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): Brevard Neighborhood Development Coalition (BNDC)
Name: Lynn Brockwell-Carey
Mailing Address: 1151 Masterson St.
City: Melbourne State: FL Zip Code: 32935
Phone #: 321-253-4214 Fax #: 321-253-6588
Mobile #: 321-591-6683 E-mail: Lynn@bndcserve.org

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): Brevard Neighborhood Development Coalition (BNDC)
Name: Becky Cavallucci, BNDC Board Treasurer
Mailing Address: 500 Fernwood Dr.
City: West Melbourne State: FL Zip Code: 32904
Phone #: 321-676-5569 Fax #: —
Mobile #: 321-749-0637 E-mail: beckysc@aol.com

4. **Information for property on which lien occurs:**

Street Address and Location: 1149 Masterson St. Melbourne, FL 32935

Parcel ID:

27-37-16-27-00000.0-0010.00

Tax Account Number:

2717596

Existing Use(s) on Property: vacant

Proposed Use(s) on Property: Non-profit; Expansion of a community center, serving teens in the Booker T. Washington neighborhood

(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: _____

Were you the property owner at the time the lien was imposed? Yes (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes (No) / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

Please see attached Addendum A

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Please see attached

Amount you are requesting that the lien be reduced to: Full release of the lien against our Melbourne property

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:

Please see Attachment A

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:

BVDC owns no properties within the City of Cocoa.

6. **Please submit the following items in order complete the application:**

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☒ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF BREVARD. I, Rebecca S. Cavallucci Becky Cavallucci 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 for this hearing.

Rebecca S. Cavallucci
(APPLICANT SIGNATURE)

KINDRA N SANDY
MY COMMISSION # FF220374
EXPIRES April 14, 2019
(407) 398-0153 FloridaNotaryService.com
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced N/A

Kindra N. Sandy
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 13th day of January, 20 17

AUTHORIZATION TO REPRESENT

I, Becky Cavallucci, on behalf of the Brevard Neighborhood Development Coalition, owner of the following described property:

PROPERTY ADDRESS: 1149 Masterson St. Melbourne, FL 32935, hereby authorize the following named individual to appear on behalf of the Brevard Neighborhood Development Coalition (BNDC) before the City of Cocoa Code Enforcement Board and City Council to request lien release.

AUTHORIZED REPRESENTATIVE: C. Lynn Brockwell-Carey

BY: Rebecca S. Cavallucci

Becky Cavallucci, BNDC Board Treasurer

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 13th day of January, 2017, by REBECCA S. CAVALLUCCI who is personally known to me or who has produced N/A as identification and who did (did not) take oath.

Kindra N. Sandy

NOTARY PUBLIC

NAME:

TITLE:

COMMISSION NUMBER:

KINDRA N SANDY
MY COMMISSION # FF220374
EXPIRES April 14, 2019
(407) 398-0153 FloridaNotaryService.com

2016 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N96000004994

FILED
Feb 24, 2016
Secretary of State
CC0564421129

Entity Name: THE BREVARD NEIGHBORHOOD DEVELOPMENT COALITION, INC.

Current Principal Place of Business:

1151 MASTERSON ST
MELBOURNE, FL 32935

Current Mailing Address:

1151 MASTERSON ST
MELBOURNE, FL 32935

FEI Number: 59-3483505

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WILLISON, JOHN
3799 ELIZABETH SPRINGS
MELBOURNE, FL 32934 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	T
Name	CAVALLUCCI, BECKY
Address	500 FERNWOOD DR
City-State-Zip:	W. MELBOURNE FL 32904

Title	PRESIDENT
Name	KATHY, COBB
Address	6005 S TROPICAL TRAIL
City-State-Zip:	MERRITT ISLAND FL 32952

Title	VP
Name	GATESMAN, COURTNEY
Address	7332 OFFICE PARK PLACE SUITE 101
City-State-Zip:	MELBOURNE FL 32940

Title	SECRETARY
Name	DARBY, LEROY
Address	4733 JILLIAN LN
City-State-Zip:	COCOA FL 32926

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BECKY CAVALLUCCII — TREASURER — 02/24/2016

Electronic Signature of Signing Officer/Director Detail — Date

Rachel Unruh

From: Lynn Brockwell-Carey <lynn@bndcserve.org>
Sent: Tuesday, January 03, 2017 4:38 PM
To: Rachel Unruh
Subject: BNDC - Gladys Thomas Liens

Hello Rachel,
Thank you for taking my call today and for considering our dilemma regarding the lien against our land here in Melbourne. Per our conversation, attached is pertinent background on the matter:

Brevard Neighborhood Development Coalition (BNDC) is a non-profit, faith-based community development corporation that has been operating a safe haven for children in the Booker T. Washington neighborhood of north Melbourne since 2004. This program is called "The DOCK". Similar to a Boys & Girls Club program, the DOCK offers academic enrichment, healthy snacks, recreation, and character building activities for youth ages 5 - 18. In addition to the DOCK, we own and operate the Greater Heights apartments - affordable housing for low-moderate income families and seniors. Over the years we've had a close working relationship with the city of Melbourne. Partnering with BTW resident leaders, and the city of Melbourne's community development, code enforcement, and police departments, there has been a significant reduction in crime in the area. Also, none of the children & teens who participate at the DOCK have dropped out of school, become pregnant, or been arrested. The DOCK is a place that brings much hope and opportunity for youth!

The DOCK has grown in recent years and we are "maxed out" with our space. Sometimes we have to take a waiting list of children whose parents want them to come to the DOCK. Thanks to a generous donor, in March 2016, we were able to purchase the land that is adjacent to the DOCK, with the goal of constructing a 2nd building designed specifically for teens.

The land was zoned for residential use. It also had over $9,000 in lot mow liens imposed by the City of Melbourne. Acknowledging the significant public benefit that would come from expanding the DOCK, the Melbourne City Council voted unanimously to allow for a conditional use so that we could build a community center on the lot. Also, they voted unanimously to forgive the lot mow liens, provided that we constructed the community center within three years.

Here are links to those actions:
From the Melbourne council minutes in March, 2016 related to forgiveness of lot mow lien. Please scroll to pages 4 - 5 under the consent agenda
http://www.melbourneflorida.org/home/showdocument?id=2170

From the Melbourne council minutes in April 2016, related to conditional use. Please scroll to pages 6 - 9.
http://www.melbourneflorida.org/home/showdocument?id=2322

In December 2016, a private developer approached BNDC and offered to help us raise the necessary capital to build the DOCK teen center! Since he is committing a significant donation, he had his attorney run a title search. Much to our surprise, he discovered that the City of Cocoa has liens against our property! This fact was not disclosed in the title commitment that was presented to us at closing.

It would be helpful for us to know the total amount of these liens. Also, we would appreciate the City of Cocoa's consideration of a partial release on these liens, allowing BNDC to be relieved of this financial burden.

Our lot is addressed as 1149 Masterson St. Melbourne, FL 32935. We purchased the lot from Gladys Thomas.

Thank you for your attention to this matter,
Lynn

--
Lynn Brockwell-Carey
Executive Director

Brevard Neighborhood Development Coalition (BNDC)
The DOCK, Greater Heights Apartments & Evans Center
www.BNDCserve.org
http://www.facebook.com/BNDCserve.org

321-253-4214 (o)
321-591-6683 (c)

"You shall be called the restorers of streets to dwell in" (Isaiah 58:12)

Click here to report this email as spam.

LIEN REDUCTION APPLICATION
ATTACHMENT A

Applicant: BREVARD NEIGHBORHOOD DEVELOPMENT COALITION
Subject Property: 1149 MASTERSON ST MELBOURNE FL 32935

Brevard Neighborhood Development Coalition (BNDC) is a non-profit, faith-based community development corporation that has been operating a safe haven for children in the Booker T. Washington neighborhood of north Melbourne since 2004. This program is called "The DOCK". Similar to a Boys & Girls Club program, the DOCK offers academic enrichment, healthy snacks, recreation, and character building activities for youth ages 5 - 18. In addition to the DOCK, we own and operate the Greater Heights apartments - affordable housing for low-moderate income families and seniors. Over the years we've had a close working relationship with the city of Melbourne. Partnering with BTW resident leaders, and the city of Melbourne's community development, code enforcement, and police departments, there has been a significant reduction in crime in the area. Also, none of the children & teens who participate at the DOCK have dropped out of school, become pregnant, or been arrested. The DOCK is a place that brings much hope and opportunity for youth!

The DOCK has grown in recent years and we are "maxed out" with our space. Sometimes we have to take a waiting list of children whose parents want them to come to the DOCK. Thanks to a generous donor, in March 2016, we were able to purchase the vacant land that is adjacent to the DOCK, with the goal of constructing a 2nd building designed specifically for teens. The vacant land that we purchased was owned by Gladys Thomas. It is addressed at 1149 Masterson Street.

Ms. Thomas' land was zoned for residential use. It also had $8,491.49 in lot mow liens imposed by the City of Melbourne. Acknowledging the significant public benefit that would come from expanding the DOCK, the Melbourne City Council voted unanimously to allow for a conditional use so that we could build a community center on the lot. Also, they voted unanimously to forgive the lot mow liens, provided that we constructed the community center within three years.

In December 2016, a private developer approached BNDC and offered to help us raise the necessary capital to build the DOCK teen center! Since he is committing a significant donation, he had his attorney run a title search. Much to our surprise, he discovered that the City of Cocoa has liens against our property! This fact was not disclosed by Gladys Thomas, nor was it documented in the title commitment that was presented to us at closing.

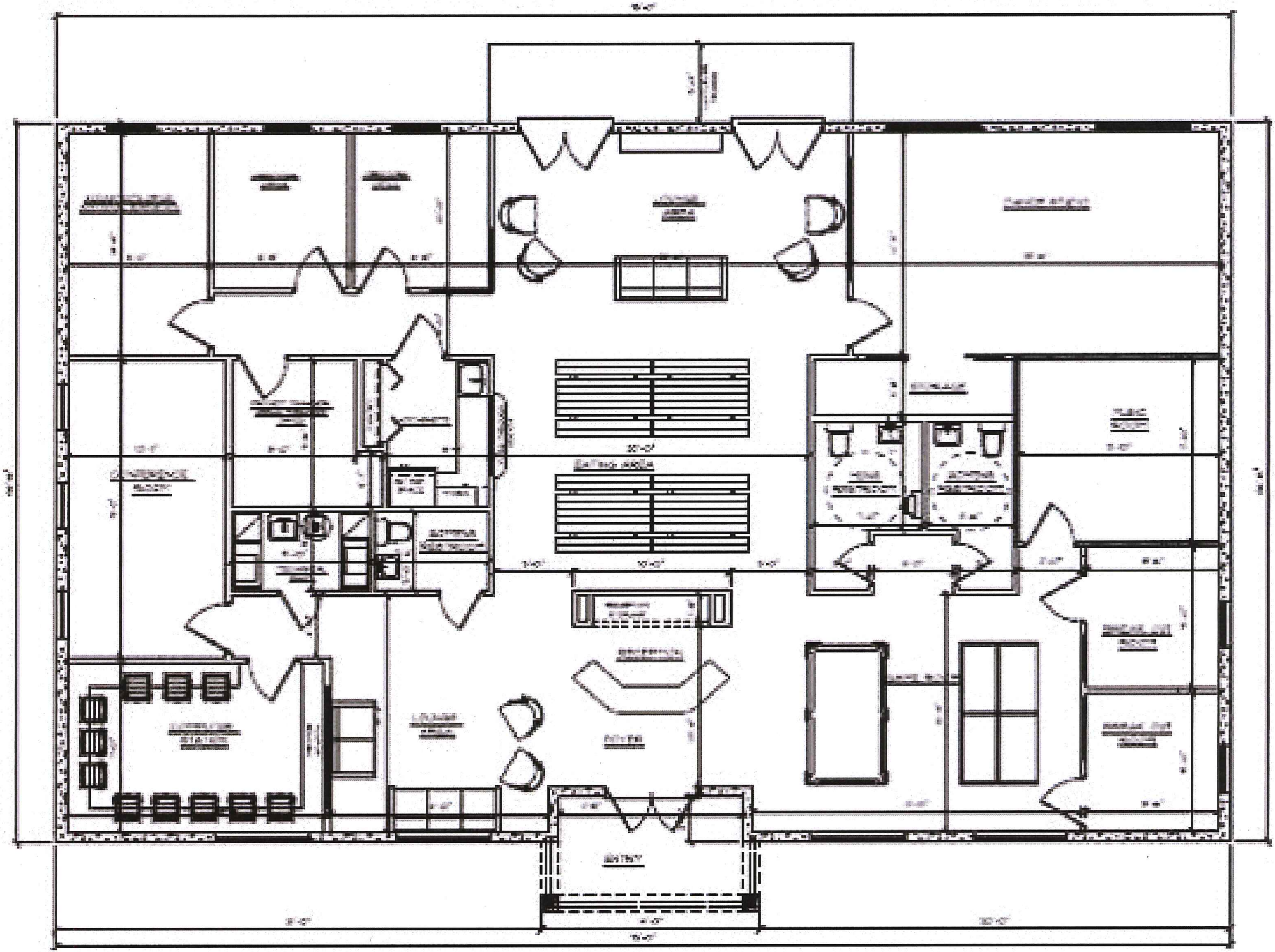
As a non-profit, BNDC does not have the financial means to pay off Ms. Thomas' liens on her properties in Cocoa. Further complicating this matter, two of Ms. Thomas' liens are currently running.

If we can secure clear title to our land, we will be able to construct this much-needed outreach center for our neighborhood youth. Therefore, we are requesting to be released from the liens imposed on our property.

As mentioned above, Melbourne city council has already acted to forgive Ms. Thomas' liens against this property. Here are links to those actions:







CITY OF MELBOURNE, FLORIDA
MINUTES – REGULAR MEETING BEFORE CITY COUNCIL
MARCH 8, 2016

A regular meeting of the City Council was held in the City Council Chamber, 900 East Strawbridge Avenue, and was called to order at 6:30 p.m. by Mayor Kathy Meehan.

1. The Invocation was given by Pastor Dionne Hammond, First Church Melbourne.

2. Pledge of Allegiance.

3. Roll Call.

Present:	Kathy Meehan	Mayor
	Mike Nowlin	Council Member, District 1
	Betty Moore	Council Member, District 2
	Dan Porsi	Vice Mayor, District 3
	Debbie Thomas	Council Member, District 4
	Molly Tasker	Council Member, District 5
	Teresa Lopez	Council Member, District 6
	Michael A. McNees	City Manager
	Shannon Lewis	Deputy City Manager
	Alison Dawley	City Attorney
	Cathleen A. Wysor	City Clerk
	Cindy Dittmer	Community Development Director

4. Proclamations and Presentations

5. Approval of Minutes – February 23, 2016 regular meeting.

   Moved by Moore/Thomas for approval. Motion carried unanimously.

6. City Manager's Report

   City Manager Mike McNees said that Melbourne Police Department representatives will appear at a future Council meeting to receive recognition for the Police Department's recent reaccreditation.

   Mayor Meehan referenced the memorandum distributed to City Council regarding the request by Council Member Tasker to add an item to the agenda. Without objection, Council added Item 18.1 to the agenda.

7. Public Comments

   Robert Wagner, 4667 Blackmore Court, discussed the following items: 1) Due to the construction on Wickham Road, between Aurora Road and Sarno Road, traffic lights are not synchronized, which results in back-ups on the side roads. (Later in the discussion, he added that the traffic lights need to be extended on Eau Gallie Boulevard, Sarno Road and Aurora Road so that more than six vehicles can pass through.) 2) The area of Sarno Road, Trent House Drive, and John Rodes Boulevard is blocked between 4:00 p.m. and 6:00 p.m.

Motion carried unanimously.

12. ORDINANCE NO. 2016-16: (Second Reading/Public Hearing) An ordinance relating to city boards; amending the City Code, Chapter 2, entitled Administration, as it relates to the election and term of chair and vice-chair, and board training. (First Reading – 2/23/16)

The City Attorney read Ordinance No. 2016-16 by its title. There were no comments during the public hearing.

Moved by Nowlin/Moore for approval of Ordinance No. 2016-16. The roll call vote was:

Aye: Thomas, Tasker, Lopez, Nowlin, Moore, and Meehan

Nay: Porsi

Motion carried.

Vice Mayor Porsi said that his nay vote is based on his desire to have term limits on the position of chair.

NEW BUSINESS

13. CONSENT AGENDA:

a. Contract for uniforms and uniform-related products and services for members of the Laborers' International Union (LIU), Unifirst Corporation; Wilmington, MA - $50,000.

b. Approval to forgive an existing lot mow lien of $8,491.49 on property located at 1149 Masterson Street provided that the property is purchased by Brevard Neighborhood Development Coalition (BNDC) and is used for a non-profit community center within three years.

c. Temporary Non-Exclusive Pipeline Easement between St. Johns River Water Management District and the City of Melbourne for the dredging of the Eau Gallie River and Elbow Creek.

d. Waiver and Release of Liability for the dredging of Eau Gallie River and Elbow Creek to allow the St. Johns River Water Management District to dredge closer to the property than the 25-foot setback from the waterfront structures and hardened shorelines on City-owned property.

e. Resolution No. 3547: A resolution establishing the City's participation in pretax employee benefits program under IRS Section 125, also known as a Cafeteria Plan, effective April 1, 2014; authorization for the City Manager to execute the plan documents and appoint the administrator for the program.

f. Resolution No. 3548: A resolution authorizing the City Manager to execute a Locally Funded Agreement between the Florida Department of Transportation and the City of Melbourne for the construction and maintenance of upgraded crosswalks as part of the FDOT Eau Gallie Resurfacing Project, Project. No. 14209 - $41,000.

Moved by Nowlin/Thomas for approval of the consent agenda. Motion carried unanimously.

14. ITEMS REMOVED FROM THE CONSENT AGENDA

15. RESOLUTION NO. 3549: A resolution authorizing the issuance of the Water and Sewer Refunding Revenue Bonds, Series 2016A and 2016B; and providing for authorizations necessary to complete the sale of the bonds.

Director of Finance Michele Ennis reported that the resolution authorizes the issuance of the referenced bonds in the aggregate principal amounts not to exceed $24,000,000 and $21,000,000 respectively. The 2016A bonds are being issued to advance refund a portion of the city's outstanding Water and Sewer Improvement Revenue Bonds, Series 2007B, while the 2016B bonds are being issued as a current refunding of a portion of the outstanding Water and Sewer Refunding Revenue Bonds, Series 2007A.

Ms. Ennis advised that the city's financial advisor (Public Financial Management) and bond counsel are present and available for questions. Continuing, she stated that Public Financial Management determined that current market conditions would allow the city to refund the portions of these bonds to achieve debt service savings. Historically, the city has considered a refunding when the net present value debt service savings is at least three percent of the refunded bonds par amount.

The 2007A bonds are outstanding in the principal amount of $18,715,000. At current market conditions, it is estimated that the city would realize approximately $2.4 million of net present value of debt service savings or 13.1% of the refunded bonds par amount. Also, the city would be able to release approximately $800,000 of funds that are currently restricted.

The 2007B bonds are outstanding in the principal amount of $23,140,000. The city has estimated to realize approximately $1.5 million of net present value of debt service savings or 7.05% of the refunded bonds par amount. Also, the city would be able to release approximately $754,000 of funds that are currently restricted.

The resolution authorizes the issuance of the Water and Sewer Refunding Revenue Bonds, Series 2016A and 2016B and provides all other authorizations necessary to complete the sale of the bonds. Upon approval, a preliminary official statement for the 2016A series will be issued and pricing is anticipated to occur next week with closing scheduled for the end of March. The 2016B bonds will be issued in July 2016 if the net present value savings does not fall below three percent of the par value of the refunded bonds.

CITY OF MELBOURNE, FLORIDA
MINUTES – REGULAR MEETING BEFORE CITY COUNCIL
APRIL 26, 2016

A regular meeting of the City Council was held in the City Council Chamber, 900 East Strawbridge Avenue, and was called to order at 6:30 p.m. by Mayor Kathy Meehan.

1. The Invocation was given by Pastor Pete Inman, Lighthouse Assembly of God.

2. Pledge of Allegiance.

3. Roll Call.

Present:	Kathy Meehan	Mayor
	Mike Nowlin	Council Member, District 1
	Dan Porsi	Vice Mayor, District 3
	Debbie Thomas	Council Member, District 4
	Teresa Lopez	Council Member, District 6
	Michael A. McNees	City Manager
	Shannon Lewis	Deputy City Manager
	Alison Dawley	City Attorney
	Kevin McKeown	Assistant City Clerk
	Cindy Dittmer	Community Development Director
Absent:	Betty Moore	Council Member, District 2 (illness)
	Molly Tasker	Council Member, District 5 (out of town)

4. Proclamations and Presentations

Mayor Meehan presented a "We Noticed Award" on behalf of the Beautification and Environmental Advisory Committee to Kevin Briski, Parks and Recreation Director, for outstanding landscaping provided by the Melbourne Parks Division at Fire Station 71 (865 W. Eau Gallie Boulevard).

Mayor Meehan issued a proclamation to Janice Tso proclaiming April 30, 2016 as "Beta Sigma Phi Day."

Ken Parker, International City/County Management Association (ICMA) and liaison to the Florida City and County Management Association, congratulated the City of Melbourne for its 90th year of operating under the Council-Manager form of government. Mr. Parker showed a video from ICMA detailing the work that city and county managers do to improve their communities.

5. Approval of Minutes – April 12, 2016 workshop meeting and April 12, 2016 regular meeting.

Moved by Nowlin/Thomas for approval. Motion carried unanimously.

6. City Manager's Report

Solutions, Inc.; Odessa, FL – estimated annual amount $180,866.15. Motion carried unanimously.

16. COUNCIL ACTION RE: Purchase of replacement automatic dry polymer mixing and feed system for the Surface Water Treatment Plant, ProMinent Fluid Controls, Inc.; Pittsburgh, PA - $126,890.

Mr. Reigelsperger reviewed the agenda report and read the recommendation. He defined polymer for Ms. Lopez as an additive used in the water production process to help create treated water.

Moved by Nowlin/Thomas for approval of purchase of replacement automatic dry polymer mixing and feed system for the Surface Water Treatment Plant, ProMinent Fluid Controls, Inc.; Pittsburgh, PA - $126,890. Motion carried unanimously.

17. COUNCIL ACTION RE: Purchase of 132 golf carts and authorization for the City Manager to enter into a new lease purchase agreement financed through SunTrust; E-Z Go Division of Textron, Inc.; Augusta, GA – estimated cost $326,578.

Parks and Recreation Director Kevin Briski and Aaron Seaman, Golf Operations Manager, reviewed the agenda report and read the recommendation.

Moved by Nowlin/Porsi for approval to purchase 132 golf carts from E-Z-GO Division of Textron, Inc. in the amount of $259,116; to pay off the existing lease in the amount of $54,048; and authorization for the City Manager to enter into a new lease purchase agreement financed through Sun Trust Bank for an estimated cost of $326,578. Motion carried unanimously.

18. ORDINANCE NO. 2016-23 (CU-2016-05/SP-2016-04) THE DOCK COMMUNITY CENTER ADDITION: (First Reading/Public Hearing) An ordinance granting a conditional use to allow the expansion of an existing community center in a residential district with site plan approval on a 1.22±-acre property zoned R-2(6) and C-R2(6) (One-, Two-, and Multiple-Family Medium Density District with a cap of six units per acre and a conditional use to allow a community center in a residential district), located on the south side of Masterson Street, west of Southland Street. (Owner/Applicant – Brevard Neighborhood Development Coalition) (Representative – Lynn Brockwell-Carey) (P&Z Board – 4/7/16)

Attorney Dawley read Ordinance No. 2016-23 by its title. Ms. Dittmer reviewed the agenda report and read the recommendation. The Planning and Zoning Board voted five to one to recommend approval of the request at its April 7 meeting.

Council Member Thomas asked for a timeframe on the construction of the 3,500± square-foot building. Ms. Dittmer advised that representatives from BNDC in the audience can answer that question.

Ms. Lopez stated that at the Planning and Zoning Board meeting, one resident expressed concern about traffic congestion and illegal activities outside the community center. Ms. Dittmer replied that staff does not believe there is a traffic problem in this area. Many people walk to this center from the surrounding neighborhoods. She stated that illegal activities may be happening in the surrounding area but they are not associated with the Brevard Neighborhood Development Coalition (BNDC).

Council made the following disclosures: Mayor Meehan stated she spoke with Lynn Brockwell-Carey, Executive Director of BNDC, about the plans for the community center. Vice Mayor Porsi stated that he was given a tour of the community center last week.

The Mayor opened the public hearing.

Joy Willard-Williford, 2285 Harlock Road, member of the board of directors for BNDC, stated she has had a front-row seat to the evolution of the Booker T. Washington neighborhood for over 25 years. BNDC made the neighborhood the center of its focus and has served as a catalyst for positive change. BNDC works in partnership with neighborhood residents, Habitat for Humanity, and the City of Melbourne. In 2000, the city approved its neighborhood revitalization strategy for the neighborhood and along with BNDC, took many risks to help improve the area. A set of units formerly known as "The Bottoms" were revitalized and turned into Key West style affordable housing units, and eventually renamed "Greater Heights." As a result of this revitalization, instances of crime have decreased, which BNDC directly correlates with the positive investment made in the neighborhood. Ms. Brockwell-Carey spoke at the February 2 Booker T. Washington Neighborhood Association meeting and discussed the acquisition of the lot next to the community center for future expansion. Also, the need for sufficient parking was taken into consideration during the site plan design. Surrounding residents were notified about the potential plans for expansion and several who attended the association meeting expressed support for the plans.

Trevor Howard, 3731 Largo Drive, Dorcas Outreach Center for Kids (DOCK) Director, stated that in April 2015, the DOCK served nine teenagers. As of April 2016, the DOCK serves 31 teenagers. The DOCK is a safe, reliable, and fun community center leading the next generation to greatness by helping them to avoid teen pregnancy, arrests, and gang involvement. The DOCK focuses on character building, civic engagement, and music and arts programs. As part academic and career preparation, the DOCK has taken some of the teenagers on college and university tours throughout the state. Mr. Howard further discussed how impactful the DOCK has been in his life and the lives of the children currently attending the DOCK.

Brad Smith, West Melbourne, stated he designed the site plan for the center and the transformation of this neighborhood has been amazing. The DOCK is a unique site that needs the extra space to serve the children. The site plan was developed to save trees, maximize parking and phased expansion. He referenced the Planning and Zoning Board memorandum, which states that this conditional use will not change the general character of the area.

Eric V. Ellebracht, 1948 Tyler Avenue, stated that he sat on the Citizens' Advisory Board when funding was indentified for the DOCK. He stated that the DOCK is a worthy and needed organization in the neighborhood.

Botavia Jackson, Palm Bay, former DOCK director, discussed her involvement with the DOCK and her hopes for its expansion. She commented on the need for more space for the different age groups to have their own individual spaces. The children that attend the DOCK participate in activities, community service, education assistance, health and fitness and social interaction. For the older teenagers, the DOCK focuses on academic success and career preparation. She closed by asking Council to consider granting the conditional use.

Jarrad Baker, Jr., 1996 Irene Summerford Way, said that he is a freshman at Eau Gallie High School and since he started attending the DOCK, he has noticed a change in his grades and general attitude towards life. The DOCK has given him an opportunity to have a new chance at life. He commented that he is now a 3.6-GPA AP honor roll student with over 50 volunteer hours. The DOCK is the best thing for him and his community.

Travon Santos, 1990 Irene Summerford Way, stated that he has been attending the DOCK since he was five years old. Now he is 15, and the DOCK has done so much to help his life. However, the DOCK is really crowded after school and the extra space would be helpful to separate the little kids and the teenagers. He stated he doesn't know where he would be without the DOCK.

Jakera Dolphos, 1969 Irene Summerford Way, stated that the DOCK has had a big impact on her and all the kids who attend. The DOCK is like a second family and someone is always there to help.

Ellena Little, Palm Bay, stated that she is the Executive Director of Club Esteem and commented on the space that Club Esteem has compared to the DOCK. She said that the teens really need their separate space especially when focusing on college preparatory tests like the ACT and SAT.

Melinda Thomas, 1775 Marcello Drive, stated that she supported the conditional use request and commented on the city's commitment of resources to help improve the neighborhood. Council's willingness to provide financial support has resulted in new housing development, including Greater Heights, as well as enhancements to the community like the DOCK. Expansion for the DOCK will provide for expansion of the community.

Pauline Clark, 1976 Southland Avenue, said that she has seen the good and the bad of the Booker T. Washington neighborhood. She commented on the improvements that have made the community safer, more fun for the children, and better for the elderly. Both children and the elderly enjoy the DOCK, and the expansion of the center will only mean more opportunities for bettering the neighborhood.

Ms. Lopez stated that she grew up in a community center environment in the Bronx and understands how important this center is to the surrounding residents.

Moved by Lopez/Thomas for approval of Ordinance No. 2016-23 based on the findings and conditions contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

19. ORDINANCE NO. 2016-24 (Z-2016-1233) AND ORDINANCE NO. 2016-25 (CU-2016-06) PINEAPPLE FARMS, LLC: Ordinances providing for rezoning and conditional use to allow residential development in a non-residential zoning district fronting an arterial roadway for property located on the east side of North Harbor City Boulevard approximately 70 feet north of Mathers Street. (Owner/Applicant – Pineapple Farms, LLC) (Representative – Adam Warner) (P&Z Board – 4/7/16)

a. Ordinance No. 2016-24/Z-2016-1233: (First Reading/Public Hearing) An ordinance to change the existing C-2(General Commercial) zoning to C-1 (Neighborhood Commercial) on 0.29± acres of property.

b. Ordinance No. 2016-25/CU-2016-06: (First Reading/Public Hearing) An ordinance granting a conditional use to allow residential development in a non-residential zoning district fronting an arterial roadway on 0.29± acres of property.

Attorney Dawley read Ordinance Nos. 2016-24 and 2016-25 by their titles. Ms. Dittmer reviewed the agenda report and read the recommendation. On April 7, the Planning and Zoning Board voted unanimously to recommend approval of these requests.

There were no disclosures by Council. The Mayor opened the public hearing.

Adam Warner, 1937/1939 Harbor City Boulevard, owner of Pineapple Farms, LLC, was available for questions.

Moved by Nowlin/Porsi for approval of Ordinance No. 2016-24, based on the findings contained in the Planning & Zoning Board memorandum. Motion carried unanimously.

Moved by Nowlin/Porsi for approval of Ordinance No. 2016-25, based on the findings contained in the Planning & Zoning Board memorandum. Motion carried unanimously.

20. ORDINANCE NO. 2016-26 PARKING SPACE SIZE: (First Reading/Public Hearing) An ordinance amending Appendix D, Chapter 9, entitled "Land Development Code;" amending Section 9.74, Minimum Standards for the Design of Off-Street Parking Areas. (Applicant – Northrop Grumman) (Representative - Jake Wise, P.E., Construction Engineering Group) (P&Z Board – 4/7/16)

Attorney Dawley read Ordinance No. 2016-26 by its title. Ms. Dittmer reviewed the agenda report and read the recommendation. On April 7, the Planning and Zoning Board voted unanimously to recommend approval of the proposed amendments.

Legislation Details (With Text)

File #:	17-70	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	1/31/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Consider the appointment of Stephen Harrell as a member of the General Employees Pension Board through September 30, 2017. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01_10_17_Harrell Board application.pdf General Pension Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 31, 2017
Agenda Date: February 14, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Stephen Harrell as a member of the General Employees' Pension Board through September 30, 2017.

BACKGROUND:

Mr. Stephen Harrell has submitted an application to serve as a member of the General Employees Pension Board. He will be replacing the seat left vacant by former member Walter Moore, who at the time was "elected by employees". On May 10, 2016, Ordinance No. 07-2016 was approved which amended the composition of the board. Section 2-107 now states that *the board shall be made of up three (3) trustees who are appointed by City Council, one (1) whom is a full time general employee and the fifth trustee who is chosen by the majority of other four trustees*. If appointed, Mr. Harrell would fulfill the third position of members "appointed by Council".

Mr. Harrell has been retired from the City of Cocoa since 2008 and served as a pension board trustee in the past. He currently meets all requirements to sit on a City board. If appointed, he would fulfil the unexpired term of Mr. Walter Moore, and his term would be through September 30, 2017.

A current General Employees Pension Board Roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Consider the appointment of Stephen Harrell as a member of the General Employees' Pension Board through September 30, 2017.

Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, January 10, 2017 11:28 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Stephen
Last Name	Harrell
Application Date	1/10/2017
Address1	3325 Erie Street
City	Cocoa
State	FL
Zip	32926
Home Phone Number	321-632-9461
Work Phone Number	*Field not completed.*
Cell Phone Number	321-431-9724
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*
Date of Birth*	2/11/1956
E-mail Address	harr640@bellsouth.net

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

(Section Break)

Various City Boards/Committees Available	Pension Board - General Employees

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	No
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember	No

by blood, adoption, or marriage?	
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I would like to be appointed to serve as a Trustee on the Employee's General Pension Board. I am retired from the City of Cocoa since 2008 and have served as a Pension Board trustee in the past.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Stephen R. Harrell
Date:	1/10/2017
Social Security Number	[redacted]
Drivers License Number	

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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Board of Trustees for the General Employees' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
VACANCY ~~(Walter Moore)~~ ~~(Elected by Council)~~				2017
Vincent Knowles (Elected by Employees)	City of Cocoa 65 Stone St. Cocoa, Florida 32922	Cell: 321-684-2488 lisapknowles@hotmail.com	09/16 re-elected 09/14 Elected to fulfill term of Timothy Gray	2019
Sherry Woodhouse (Appointed By City Council)	12 Oak Street Cocoa FL 32922-7830	631-7185 (H) 501-4810 (C)	09/15 Reappointed 09/12 reappointed 08/09 reappointed 11/27/07 appointed	2018
Jeff Childers, Vice Chair/Secretary (Fifth member)	7207 Achilles Road Cocoa FL 32927-8082	Home 631-9512 fetchitman@yahoo.com	09/15 Ratified 09/12 Ratified 06/11 Ratified 09/10 Reelected 10/07 Elected	2018
Missie McCarthy, Chair (Retiree member - Appointed by City Council)	3461 Fox Wood Drive, Titusville FL 32780*2525	268-1902 (H) missiemccarthy@ymail.com	9/16 Reappointed 9/13 Reappointed 9/10 Reappointed 9/07 Appointed	2019
Counsel: Mr. Scott Christiansen	Christiansen & Dehner, 63 Sarasota Center blvd., Suite 107 Sarasota, Fl. 34240 941-377-2200	Phone 941-377-2200 Fax 941-377-4848		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
RECORDING SEC	Sheila Hutcheson	321-267-3082		
				Member composition updated by Ordinance No. 07-2016 on 5/10/16

Legislation Details (With Text)

File #:	17-51	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	City Business
File created:	1/13/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Council approval for the City of Cocoa to accept the donation of a Black and Tan Coonhound from Cocoa Community First, Inc. to be used for tracking, narcotics searches, and community outreach by the Cocoa Police Department, and to allow the City Manager sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Cocoa Community First, Inc. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Waiver of Liability and Hold Harmless Agreement - Copper - 2017				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 13, 2017
Agenda Date: February 14, 2017
Prepared By: Michael Cantaloupe, Chief of Police
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Council approval for the City of Cocoa to accept the donation of a Black and Tan Coonhound from Cocoa Community First, Inc. to be used for tracking, narcotics searches, and community outreach by the Cocoa Police Department, and to allow the City Manager sign the Waver of Liability and Hold Harmless Agreement between the City of Cocoa and Cocoa Community First, Inc.

BACKGROUND:

The Cocoa Police Department has an opportunity to accept the donation of a Black and Tan Coonhound that would be used for tracking, narcotics searches, and community outreach. The Police Department currently does not have a passive alerting K-9 to perform tracks, and currently relies on the Brevard County Sheriff's Office Jail to assist with missing persons searches. This k-9 would also be used for outreach presentations throughout our community, and could also be used in interviews of children.

STRATEGIC PLAN CONNECTION:

Public safety and Outreach.

BUDGETARY IMPACT:

There will be no budgetary impact for FY2017

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council approval for the City of Cocoa to accept the donation of a Black and Tan Coonhound from Cocoa Community First, Inc. to be used for tracking, narcotics searches, and community outreach by the Cocoa Police Department, and to allow the City Manager sign the Waver of Liability and Hold Harmless Agreement between the City of Cocoa and Cocoa Community First, Inc.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

FOR

Donation of Police Canine to City of Cocoa Police Department

1. In consideration of the donation of the Canine "Copper" on behalf of the City of Cocoa Police Department I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO HOLD RESPONSIBLE Cocoa Community First, Inc. (Donor) its officers, agents, servants and/or employees, as well as Cynthia Drake Owens (Seller and Trainer) individually (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, including court costs and attorney fees, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be caused by the Canine "Copper" whether in the line of duty or that may arise while off duty, to any person(s) or property.

2. As a result of the donation of said canine, the City of Cocoa, Brevard County, Florida and the Cocoa Police Department do VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, or any loss or damage of property, that may be caused by or resulting from the donated canine "Copper", WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

3. It is understood that the warranty covering the canine "Copper" and extended from seller/trainer Cynthia Drake Owens to buyer Cocoa Community First, Inc. is transferable and will transfer from Cocoa Community First, Inc. to the City of Cocoa, Brevard County, Florida and the Cocoa Police Department upon donation of the canine from Cocoa Community First, Inc. to the Cocoa Police Department. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

4. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

_____ _____

Signature and Position Date

_____

Printed Name

Sworn to or affirmed and subscribed before me this _____ day of _____ 20_____

by_____ who is personally known to me or who has produced

_____(type of identification and ID #) as identification.

Notary's Official Stamp/Commission Expiration

_____ Signature of Notary

_____ Printed Name of Notary

Legislation Details (With Text)

File #:	17-53	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	City Business	
File created:	1/20/2017		**In control:**	City Council	
On agenda:	2/14/2017		**Final action:**		
Title:	Approve a Resolution amending the FY2017 Budget to transfer funds from Water/Sewer to the General Fund for the completion of the Utility Meter/Billing Audit performed by WRA which began in FY2016. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2017 BAF-FN-UT Audit Transfer pg 2 of 2 (2-14-17)~ Agenda 17-53.pdf BAF-FN-UT Audit Amendment pg 1 of 2 (2-14-17)~ Agenda 17-53.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 23, 2017
Agenda Date: February 14, 2017
Prepared By: Jessica Dovale, Utility Customer Service Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:

To Approve a Resolution amending the FY2017 Budget to transfer funds from Water/Sewer to the General Fund for the completion of the Utility Meter/Billing Audit performed by WRA which began in FY2016..

BACKGROUND:

City Council directed staff to review concerns related to a utilities customer's high consumption as well as concerns expressed by other customers (Heritage Isle Residents, as well as those posted on our social media accounts) at its February 9, 2016 regular City Council meeting.

City Council authorized the City Manager to sign Task Order #2016-11 with Water Resource Associates, Inc. under the Water Resource Consultant Services Agreement #3 for the review of City of Cocoa Utility Meter and Billing Management, and approved a Resolution amending the FY2016 Budget to transfer funds in the amount of $93,000 from Contingency at its March 22, 2016 regular City Council meeting.

To date, $84,563 has been transferred and expended in the FY2016 Budget; however, there are a few project deliverables that were outstanding and unbilled at the end of the FY2016 budget. Those

deliverables now carry over into the FY2017 budget year, and subsequently Staff is requesting the City Council approve the Budget Resolution to amend the FY2017 Budget and transfer the remaining $8,437 from the Utilities Contract Services account to the Finance Utility Contract Services account to finalize the project and deliver a report to the City Council at a later date.

STRATEGIC PLAN CONNECTION:

As part of the strategic planning process, City Council adopted Core Values for the City; to which the City is committed to being accountable, professional and providing “responsive and exceptional service.” The results of the evaluation/audit may advance these values.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested:	$8,437
Account Number From:	421-4010-536.34-00
Account Name:	Utility Contract Services
Account Number To:	421-4010-581.91-01
Account Name:	Transfer to General Fund 001
Amount Requested	$8,437
Account Number From:	001-0000-381.91-21
Account Name:	Other Sources (Non-Rev)
Account Number To:	001-1510-536.34-00
Account Name:	Finance Utility Contract Services

RECOMMENDED MOTION:

To Approve a Resolution amending the FY2017 Budget to transfer funds from Water/Sewer to the General Fund for the completion of the Utility Meter/Billing Audit performed by WRA which began in FY2016.

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1510 | DATE PREPARED: 01/20/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 8,437)	421-4010-536.34-00		CONTRACT SERVICES	$ 657,910	$ 547,756	$ 539,319	$ 539,319
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 8,437)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 8,437	421-4010-581.91-01		TRANSFER TO GEN FUND 001	$ 5,473,000	$ 5,473,000	$ 5,481,437	$ 3,661,769
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 8,437	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

These funds are transferring from Utilities Contract Services to the General Fund to cover the remaining costs of concluding an audit on Utility Meter Management and Utility Billing processes, by Water Resource Associates, Inc. Previous approval by Council on Agenda #16-96 authorizing the FY 2016 expense of $93,000 for this audit. In FY 2016 $84,563.40 was expended to date. The remaining $8,437 will be spent in FY2017 upon approval.
Agenda 17-53

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* (○) | *DATE APPROVED:* 02/14/17 | *RESOLUTION #:* 2017-12

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.

1/20/17	Jessica Dovale Digitally signed by Jessica Dovale Date: 2017.01.20 11:11:32 -05'00'	1/23/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.01.23 15:31:49 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/20/17	John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: cn=John "Jack" Walsh, o=Utilities, ou=Utilities, email=jwalsh@cocoafl.org Date: 2017.01.20 14:59:07 -05'00'	1/26/17	Lora Howell Digitally signed by Lora Howell Date: 2017.01.26 16:12:10 -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 AMENDMENT | REQUESTING DEPARTMENT #: 1515 | DATE PREPARED: 01/20/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 8,437	001-0000-381.91-21		TRANSFER FROM / WATER SEWER	$ 14,000	$ 14,000	$ 22,437	$ 22,437
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 8,437	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 8,437	001-1510-536.34-00		CONTRACT SERVICES	$ 0	$ 0	$ 8,437	$ 8,437
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 8,437	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

These funds are Amending the FY 2017 Budget to cover the remaining costs of concluding an audit on Utility Meter Management and Utility Billing processes, by Water Resource Associates, Inc. Previous approval by Council on Agenda #16-96 authorizing the FY 2016 expense of $93,000 for this audit. In FY 2016 $84,563.40 was expended to date. The remaining $8,437 will be spent in FY2017 upon approval. No funds were included in the FY2017 Budget as it was believed that the audit and the final report would be completed prior to the end of the fiscal year. Agenda 17-53

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/14/17 *RESOLUTION #:* 2017-12

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.

1/23/17 Jessica Dovale Digitally signed by Jessica Dovale Date: 2017.01.23 10:21:12 -05'00'	1/25/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.01.25 12:16:35 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
1/24/17 Teri Butler Digitally signed by Teri Butler Date: 2017.01.24 13:11:42 -05'00'	1/25/17 Lora Howell Digitally signed by Lora Howell Date: 2017.01.26 15:54:42 -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 #: _____

Legislation Details (With Text)

File #:	17-55	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	1/23/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Approve Continuation of Work with C & D Construction, Inc., Cocoa, Florida, for the 1.5 MG Elevated Storage Tank Structural Rehabilitation, Project No. WS1176; To Approve the Grading of the Project Site and Installation of a New Fence; To Approve a Resolution Amending the FY2017 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $5,467 (10% of the contract amount). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	C & D Construction - Proposal Budget Resolution FY 2017 BAF-UT-Elevated Tank (2-14-17)~ Agenda 17-55 - FY17.pdf Resolution - Project Contingency (WS1176)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 23, 2017
Agenda Date: February 14, 2017
Prepared By: Alexandra Cook, E.I., Utilities Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Continuation of Work with C & D Construction, Inc., Cocoa, Florida, for the 1.5 MG Elevated Storage Tank Structural Rehabilitation, Project No. WS1176; To Approve the Grading of the Project Site and Installation of a New Fence; To Approve a Resolution Amending the FY2017 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $5,467 (10% of the contract amount)

BACKGROUND:

On September 22, 2015, City Council awarded Bid # B-15-21-COC to C&D Construction, Inc., Cocoa, Florida, for the emergency structural repairs to the elevated tank and approved a resolution authorizing the City Manager to approve change orders in the amount not to exceed 10% of the contract amount. Structural repairs on this project have been completed.

During project construction, the surrounding fence was evaluated and found to be in need of replacement and grading of the site is required for proper installation of the new fence.

Staff is requesting City Council approval of the continuation of work under Project No. WS1176 for the grading of the project site and a budget transfer in the amount of $47,233 for fence replacement from Account No. 421-4055-536.63-00, WS0501, to Account No. 421-4020-536.63-00, WS1176.

The amount of $12,900 for the grading of the project site is budgeted and will be funded by Account No. 421-4020-536.46-00, Repair & Maintenance. There are sufficient funds in this account to cover the cost of grading the project site.

City staff is also requesting that City Council approve an additional $5,467 as contingency for the project from Account No. 421-4055-536.63-00, Infrastructure, to Account No. 421-4020-536.63-00, Infrastructure. The additional amount is 10% of the requested amount and will be used for change orders with approval by the City manager. Although City staff does not anticipate change orders, there is a possibility of unknown obstacles in the field that would require changes to the project. If a change order is needed, the additional amount will allow the project to continue to move forward.

The additional $5,467 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

Fence Installation		$41,765.90
Grading		$12,900.00 (Budgeted)
	Subtotal	$54,665.90
Contingency (10%)		$ 5,467.00
PROJECT TOTAL		**$60,132.90**

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted, partially	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested (fence install and contingency)	$47,232.90
Account Number	421-4020-536.63-00, WS1176
Account Name	Infrastructure

Source of Funds: Account No. 421-4055-536.63-00, WS0501

PREVIOUS ACTION:

On December 8, 2015, City Council approved continuation of work with C&D Construction, Inc. under Bid B-15-21-COC, for emergency repairs to the elevated tank.

RECOMMENDED MOTION:

To Approve Continuation of Work with C&D Construction, Inc., Cocoa, Florida, for 1.5 MG Elevated Storage Tank Structural Rehabilitation, Project No. WS1176; To Approve the Grading of the Project Site and Installation of a New Fence; To Approve a Resolution Amending the FY2017 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $5,467 (10% of the contract amount).

C&D Construction, Inc.

P.O. Box 236577 • Cocoa, FL 32923-6577 • Tel: (321) 639-9198 • Fax: (321) 690-2291

September 28, 2016

City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

REFERENCE: Elevated Water Tower

SUBJECT: Fencing, Grading and Sod

ATTENTION: Mr. Ben Hayner

PROPOSAL

We propose to supply all labor, material, equipment to grade the entire area inside the fence area. Includes three (3) truckloads of fill material for grading. Area at gate would have 12' wide by 30' long grass paver system.

Lump Sum: $12,900.00

Fence Proposal (see attached)	
East Cost Fence	$37,969.00
C & D Construction, Inc. Overhead & Profit (10%)	$3,796.90
Total Fence Cost	**$41,765.90**

Sincerely,

Curtis Deen,
President

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 01/24/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 47,233)	421-4055-536.63-00	WS0501	Infrastructure	$ 17,432,098	$ 21,263,661	$ 21,216,428	$ 15,597,264
$ 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
($ 47,233)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 47,233	421-4020-536.63-00	WS1176	Infrastructure	$ 17,432,098	$ 21,216,428	$ 21,263,661	$ 1,564,449,66
$ 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
$ 47,233	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

For the replacement of the surrounding fence at the 1.5 MG Elevated Storage Tank site.

Agenda File ID 17-55

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 02/14/17 RESOLUTION #: 2017-13

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.

1/24/17	Norma Hernandez	1/25/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.01.25 10:40:18 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/24/17	John "Jack" Walsh	1/26/17	Lora Howell Digitally signed by Lora Howell Date: 2017.01.26 16:03:33 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	17-56	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	1/24/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	

Title: Approve Task Order # 2017-04 in the amount of $98,495 to Quentin L. Hampton utilizing Continuing Service Agreement RFQ-16-01-COC (A) for the Survey, Design and Permitting of Fiske Blvd. Phase 3 Design and Engineering. (Project # PW 17SI), Approve Task Order # 2017-05 in the amount of $ 61,190 to Quentin L. Hampton utilizing Continuing Service Agreement RFQ-16-01-COC (A) for the Survey and Design of the Broadmoor Acres Drainage Improvements (Project # SW 17BA) , Approve the budget transfer and approve the resolution amending the Fiscal Year 2017 budget. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments: QLH PROPOSAL FISKE BLVD
QLH PROPOSAL BROADMOOR
TO-PW (2017-04) QLH 1-23-17 -- $98495
TO-PW-(2017-05) QLH 1-23-17 -- $61190
Budget Resolution FY 2017.pdf
BAF-PW-Fiske_Broadmoor Project (2-14-17)~Agenda 17-056.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 24, 2017
Agenda Date: February 14, 2017
Prepared By: Michael Giorgio, Manager
Through: Everett Wegerif, P.E. Public Works Director/City Engineer
Requested Action:
Approve Task Order # 2017-04 in the amount of $98,495 to Quentin L. Hampton utilizing Continuing Service Agreement RFQ-16-01-COC (A) for the Survey, Design and Permitting of Fiske Blvd. Phase 3 Design and Engineering. (Project # PW 17SI), Approve Task Order # 2017-05 in the amount of $ 61,190 to Quentin L. Hampton utilizing Continuing Service Agreement RFQ-16-01-COC (A) for the Survey and Design of the Broadmoor Acres Drainage Improvements (Project # SW 17BA) , Approve the budget transfer and approve the resolution amending the Fiscal Year 2017 budget through the use of Fund Balance Reserves.

BACKGROUND:

Fiske Blvd has recently undergone roadway and sidewalk improvements from West Highland Dr. north to Dixon Blvd. Work consisted of full depth reclamation of the roadway, new asphalt pavement, sidewalk repair and replacement, new ADA compliant curb ramps, striping and signage. Fiske Blvd

Phase 3 will provide survey, design and permitting from West Highland Dr. south to Peachtree Street. Design will include drainage improvements, roadway restoration, sidewalks. The Boardmoor Acres Drainage Improvements will provide survey and design of swales, inlets and driveway aprons. The current drainage system utilizes a series of rear lot swales that are difficult to maintain and cause drainage issues. The revised drainage system will utilize swales in front of the properties and will require replacement of driveways and additional drainage connections to Fiske Blvd.

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 and surrounding area 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	Partially
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$98,495
Account Number	001-3510-541.63-00
Account Name	Infrastructure

Amount Requested	$61,190
Account Number	423-3570-538-63-00
Account Name	Fund Balance Reserves

Amount Requested	$61,190
Account Number	423-3570-538.63-00
Account Name	Infrastructure

PREVIOUS ACTION:

Council approved Fiske Boulevard Phase 1 Improvements in Fiscal Year 2016

RECOMMENDED MOTION:

Approve Task Order # 2017-04 in the amount of $98,495 to Quentin L. Hampton utilizing Continuing Service Agreement RFQ-16-01-COC (A) for the Survey, Design and Permitting of Fiske Blvd. Phase 3 Design and Engineering. (Project # PW 17SI), Approve Task Order # 2017-05 in the amount of $ 61,190 to Quentin L. Hampton utilizing Continuing Service Agreement RFQ-16-01-COC (A) for the Survey and Design of the Broadmoor Acres Drainage Improvements (Project # SW 17BA) , Approve the budget transfer and approve the resolution amending the Fiscal Year 2017 budget through the use of Fund Balance Reserves.

QLH
Quentin L. Hampton Associates

October 5, 2016

Mike Giorgio
Division Manager
City of Cocoa
155 N. Wilson Avenue
Cocoa, FL 32922

Email: mgiorgio@cocoafl.org
Hard Copy Mailed Only on Request

Re: FISKE BLVD. IMPROVEMENTS
(W. HIGHLAND DR. TO PEACHTREE ST.)

Dear Mr. Giorgio,

Quentin L. Hampton Associates Inc. (QLH) is pleased to provide this engineering services proposal for this project. The attached task order addresses the work activities we understand to be required. The task order includes design and permitting phase services for the project. Bidding and construction phase services will be addressed in a separate or supplemental task order, if desired by the City.

The attached task order is in conformance with our general civil professional services agreement. We look forward to the opportunity to serve the City of Cocoa on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

David A. King, P.E.
Vice President

Andrew M. Giannini, P.E.
Project Engineer

DAK/AMG:bf

Enclosures: Task Order
Estimated Manhour Schedule

cc: Project File
Billing File

P.O. Drawer 290247, Port Orange, FL 32129-0247
Phone (386) 761-6810 FAX (386) 761-3977
www.qlha.com

FISKE BLVD. IMPROVEMENTS
(W. HIGHLAND DR. TO PEACHTREE ST.)
TASK ORDER NO. _____

1. GENERAL

1.1. This Task Order is in conformance with the Agreement for General Civil Engineering Services ("Agreement") between the City of Cocoa ("City") and Quentin L. Hampton Associates, Inc ("QLH").

2. BACKGROUND

2.1. The City has planned for roadway improvements for Fiske Blvd. between W. Highland Drive and Peachtree Street in the Capital Improvement Program (CIP).

2.2. The City of Cocoa desires QLH to assist in the roadway design and permitting.

3. SCOPE OF WORK/SUB-TASKS

3.1. Basis of Design and Project Limits

3.1.1. The basis of design will be the reconstruction of the roadway to an urban cross section including the following roadway components:

3.1.1.1. Two (2) travel lanes and on-street bike lanes using existing pavement width.
3.1.1.2. Curb and gutter along with closed drainage system.
3.1.1.3. Concrete sidewalks on both sides of roadway.
3.1.1.4. Replacement of driveway aprons.
3.1.1.5. Signing and marking per FDOT requirements.
3.1.1.6. Minimal landscaping and irrigation.
3.1.1.7. Utility relocation improvements design by others.

3.1.2. The project limits will be from West Highland Drive to Peachtree Street.

3.2. Design Survey and Subsurface Utility Engineering (SUE)

3.2.1. QLH will utilize Kugelman Surveying, Inc. (or other survey subconsultant) to collect a topographic survey of the right-of-way and 10 feet beyond along with delineation of right-of-ways per available right-of-way and plats. Additional survey may be necessary for an alternate stormwater outfall route.

3.2.2. QLH will also perform a limited amount of Level 'A' SUE effort to identify existing underground utilities along the roadway.

3.3. Geotechnical Exploration

3.3.1. QLH will utilize Ardaman & Associates (or other geotechnical sub-consultant) to perform subsurface investigations as needed for pavement design. An allowance for such investigation has been included.

3.4. Design

3.4.1. Preliminary Engineering and Analysis

3.4.1.1. QLH will prepare a concept plan for alternatives for the proposed stormwater conveyance and required treatment.

3.4.1.2. QLH will identify proposed driveway modifications and assist the City in receiving acceptance of such modifications by the affected property owners.

3.4.1.3. QLH will rely on traffic studies by others/City for analysis of any traffic control modifications. QLH can provide such through traffic engineering sub-consultant for an additional fee if desired by the City.

3.4.2. 60% Design Preparation:

3.4.2.1. QLH will prepare the following:

- 3.4.2.1.1. Cover Sheet
- 3.4.2.1.2. Drainage Map
- 3.4.2.1.3. Baseline Control
- 3.4.2.1.4. Reference Ties
- 3.4.2.1.5. Typical Sections
- 3.4.2.1.6. Roadway Plan and Profile
- 3.4.2.1.7. Signage and Marking Plan
- 3.4.2.1.8. Stormwater Pollution and Prevention Plan
- 3.4.2.1.9. Traffic Control Plan
- 3.4.2.1.10. Construction Cost Estimate
- 3.4.2.1.11. General and Technical Specifications

3.4.2.2. QLH will submit such in electronic and hard copy format to the City.

3.4.2.3. QLH will meet with City staff to discuss City comments on the 60% design.

3.4.3. 90% Design Preparation:

3.4.3.1. QLH will revise the 60% deliverables per City comments and supplement such with the following:

- 3.4.3.1.1. Summary of Quantities
- 3.4.3.1.2. Summary of Pay Items
- 3.4.3.1.3. Cross Sections
- 3.4.3.1.4. Intersection Details
- 3.4.3.1.5. Construction Details
- 3.4.3.1.6. Draft Bidding Documents

3.4.3.2. QLH will submit such in electronic and hard copy format to the City.

3.4.3.3. QLH will meet with City staff to discuss City comments on the 90% design.

3.4.4. Final Design Preparation:

3.4.4.1. QLH will revise the 90% deliverables per City and permitting agency comments
3.4.4.2. QLH will submit such in electronic and hard copy format to the City.

3.5. Permitting

3.5.1. St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP)

3.5.1.1. QLH will prepare and submit an ERP application with supporting information.
3.5.1.2. QLH will pay the application fees. A $1,000 allowance for such has been included.
3.5.1.3. QLH will respond to all reasonable Requests for Additional Information (RAIs) from SJRWMD.

3.6. Coordination

3.6.1. Meeting Attendance

3.6.1.1. QLH will attend up to four (4) meetings with City staff.
3.6.1.2. QLH will attend up to two (2) formal public meetings (City Council community meetings).
3.6.1.3. QLH will attend up to four (4) other meetings with City staff and property owners, utility companies, vendors, etc.
3.6.1.4. QLH can attend additional meetings as necessary. Additional compensation may be requested.

3.6.2. Utility Coordination

3.6.2.1. QLH will coordinate with the Utilities Department in regards to their existing facilities and any relocation that is necessary.
3.6.2.2. QLH will coordinate with private franchise utilities in regards to any required relocations along the roadway.

3.7. Exclusions

3.7.1. All other work not described above is hereby excluded.
3.7.2. Bidding assistance and construction phase services shall be addressed in a separate future task order.
3.7.3. Design of street furnishings and street lighting.
3.7.4. Some FDOT L.A.P./J.P.A. required design elements.

4. COMPENSATION

4.1. QLH proposes to complete the above stated work for an estimated fee of **Ninety-Eight Thousand Four Hundred Ninety-Five and 00/100 dollars ($98,495.00)** based on the following sub-task lump sum schedule:

4.1.1. Design Survey and SUE: $23,110
4.1.2. Geotechnical Evaluation: $5,655
4.1.3. Preliminary Design and Analysis: $5,445
4.1.4. 60% Design: $27,680
4.1.5. 90% Design: $14,620
4.1.6. Final Design: $9,305
4.1.7. Permitting: $7,180
4.1.8. Coordination: $5,500

4.2. These fees are based on the attached estimated man hour schedule.
4.3. The sub-task lump sums include various allowances as shown in the attached schedule. Fees will be adjusted accordingly due to actual costs of the allowance items.

5. SCHEDULE

5.1. QLH will strive to complete the above stated work to allow for advertisement for the bidding of the project construction by October 2017.
5.2. City review, permitting and public input/coordination are necessary and may affect the progress of work activity.

THE CITY ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA, 65 STONE STREET, COCOA, FL 32922, City Clerk, Carie Shealy, (321) 433-8484, cshealy@cocoafl.org.

Quentin L. Hampton Associates, Inc.	City of Cocoa, Florida
David A. King, P.E. Vice President	John A. Titkanich, Jr., AICP City Manager
10/5/16 Date	Date

CITY OF COCOA
FISKE BLVD. IMPROVEMENTS
(W. HIGHLAND RD. TO PEACHTREE ST.)
QLH ESTIMATED MANHOUR SCHEDULE

Task Order Reference	Description	Project Manager (hours)	Project Engineers (hours)	CAD Technicians (hours)	Production/ QC Manager (hours)	SUE Field Technician (Hours)	SUE Truck (Daily)	SUE Vac. Excavator (Daily)	Clerical Support (hours)	Subconsultant /Allowance Items	Total Task ($)
	Hourly Rate	$175.00	$140.00	$75.00	$80.00	$65.00	$300.00	$600.00	$50.00	See Below	See Below
3.2	Design Survey and Subsurface Utility Engineering (SUE)										
3.2.1	Topographic Survey	1	3	3	1	0	0	0	1	$ 15,000.00	$ 15,950.00
3.2.2	Limited Level 'A' SUE	1	3	3	0	56	3	3	0	$ -	$ 7,160.00
	Subtotals	2	6	6	1	56	3	3	1	$ 15,000.00	$ 23,110.00
3.3	Geotechnical Exploration										
3.3.1	Coordinate geotech exploration	1	2	2	0	0	0	0	1	$ 5,000.00	$ 5,655.00
	Subtotals	1	2	2	0	0	0	0	1	$ 5,000.00	$ 5,655.00
3.4.1	Preliminary Engineering and Analysis										
3.4.1.1	Prepare Concept Plan for Stormwater	1	4	24	3	0	0	0	1	$ 250.00	$ 3,075.00
3.4.1.2	Driveway modification coordination	1	2	16	2	0	0	0	1	$ -	$ 1,865.00
3.4.1.3	Review/use of transportation studies by others	1	2	0	0	0	0	0	1	$ -	$ 505.00
	Subtotals	3	8	40	5	0	0	0	3	$ 250.00	$ 5,445.00
3.4.2	60% Design Preparation										
3.4.2.1	Prepare 60% design deliverables	12	50	180	24	0	0	0	32	$ -	$ 26,120.00
3.4.2.2	Submit 60% design	0	2	4	1	0	0	0	1	$ 500.00	$ 1,210.00
3.4.2.3	Meet to discuss 60% design City comments	2	0	0	0	0	0	0	0	$ -	$ 350.00
	Subtotals	14	52	184	25	0	0	0	33	$ 500.00	$ 27,680.00
3.4.3	90% Design Preparation										
3.4.3.1	Prepare 90% design deliverables	6	25	90	12	0	0	0	16	$ -	$ 13,060.00
3.4.3.2	Submit 90% design	0	2	4	1	0	0	0	1	$ 500.00	$ 1,210.00
3.4.3.3	Meet to discuss 90% design City comments	2	0	0	0	0	0	0	0	$ -	$ 350.00
	Subtotals	8	27	94	13	0	0	0	17	$ 500.00	$ 14,620.00
3.4.4	Final Design Preparation										
3.4.4.1	Prepare final design deliverables	3	18	50	10	0	0	0	10	$ 500.00	$ 8,595.00
3.4.4.2	Submit final design	0	2	4	1	0	0	0	1	$ -	$ 710.00
	Subtotals	3	20	54	11	0	0	0	11	$ 500.00	$ 9,305.00
3.5.1	Permitting										
3.5.1.1	SJRWMD Environment Resource Permit (ERP)	2	12	18	8	0	0	0	2	$ 1,000.00	$ 5,120.00
3.5.1.3	Respond to RAIs	1	6	9	4	0	0	0	1	$ -	$ 2,060.00
	Subtotals	3	18	27	12	0	0	0	3	$ 1,000.00	$ 7,180.00

CITY OF COCOA
FISKE BLVD. IMPROVEMENTS
(W. HIGHLAND RD. TO PEACHTREE ST.)
QLH ESTIMATED MANHOUR SCHEDULE

Task Order Reference	Description	Project Manager (hours)	Project Engineers (hours)	CAD Technicians (hours)	Production/ QC Manager (hours)	SUE Field Technician (Hours)	SUE Truck (Daily)	SUE Vac. Excavator (Daily)	Clerical Support (hours)	Subconsultant /Allowance Items	Total Task ($)
3.6	Coordination										
3.6.1.1	Attend up to four (4) meetings with City staff	8	0	0	0	0	0	0	0	$ -	$ 1,400.00
3.6.1.2	Attend up to two (2) formal public meetings	4	0	0	0	0	0	0	0	$ -	$ 700.00
3.6.1.3	Attend four (4) other meetings	8	0	0	0	0	0	0	0	$ -	$ 1,400.00
3.6.2.1	Coordinate with Utilities	1	4	1	0	0	0	0	0	$ 250.00	$ 1,060.00
3.6.2.2	Coordinate with private franchise utilities	1	4	1	1	0	0	0	1	$ -	$ 940.00
	Subtotals	22	8	2	1	0	0	0	1	$ 250.00	$ 5,500.00
	TOTAL ALL TASKS	56	141	409	68	56	3	3	70	$ 23,000.00	$ 98,495.00

Subconsultant/Allowance Breakdown:

Description	Amount
Survey Allowance (Kugelman Land Survey)	$ 15,000.00
Permit Application Fee Allowance	$ 1,000.00
Geotechnical Allowance (Ardaman and Associates, Inc.)	$ 5,000.00
Printing/Reproduction	$ 2,000.00
Total	$ 23,000.00

Notes:

QLH
Quentin L. Hampton Associates

December 12, 2016

Mike Giorgio
Division Manager
City of Cocoa
155 N. Wilson Avenue
Cocoa, FL 32922

Email: mgiorgio@cocoafl.org
Hard Copy Mailed Only on Request

Re: FISKE BLVD. IMPROVEMENTS – ADDITIONAL WORK (BROADMOOR ACRES DRAINAGE IMPROVEMENTS)

Dear Mr. Giorgio,

Quentin L. Hampton Associates Inc. (QLH) is pleased to provide this engineering services proposal for additional work to this project. The attached task order addresses the work activities we understand to be required. The task order includes design and permitting phase services for the project. Bidding and construction phase services will be addressed in a separate or supplemental task order, if desired by the City.

The attached task order is in conformance with our general civil professional services agreement. We look forward to the opportunity to serve the City of Cocoa on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

David A. King, P.E.
Vice President

Andrew M. Giannini, P.E.
Project Engineer

DAK/AMG:bf

Enclosures: Task Order
Estimated Manhour Schedule

cc: Project File
Billing File

P.O. Drawer 290247, Port Orange, FL 32129-0247
Phone (386) 761-6810 Fax (386) 761-3977
www.qlha.com

FISKE BLVD. IMPROVEMENTS – ADDITIONAL WORK
(BROADMOOR ACRES DRAINAGE IMPROVEMENTS)
TASK ORDER NO. _____

1. GENERAL

1.1. This Task Order is in conformance with the Agreement for General Civil Engineering Services ("Agreement") between the City of Cocoa ("City") and Quentin L. Hampton Associates, Inc ("QLH").

2. BACKGROUND

2.1. The City has planned for roadway improvements for Fiske Blvd. between W. Highland Drive and Peachtree Street in the Capital Improvement Program (CIP).

2.2. The City has also planned to address existing drainage conditions within the adjacent Broadmoor Acres subdivision which is served by rear lot open conveyance that is insufficient and difficult to maintain.

2.3. The City of Cocoa desires QLH to survey and possibly design improvements to the drainage system.

3. SCOPE OF WORK/SUB-TASKS

3.1. Basis of Design and Project Limits

3.1.1. The basis of design will be a swaled conveyance system within the City road right-of-way and either abandonment or modification to the rear lot facilities.

3.1.2. The project limits will be the platted Broadmoor Acres subdivision bound north and south by West Highland Drive and School Street, and east and west by Fiske Boulevard and Pineda Street.

3.2. Design Survey and Subsurface Utility Engineering (SUE)

3.2.1. QLH will utilize Kugelman Surveying, Inc. (or other survey subconsultant) to collect a topographic survey of the right-of-way and 10 feet beyond along with delineation of right-of-ways per available right-of-way and plats. Survey will include portions of rear lot drainage directly adjacent to road right-of-ways at crossings of such. Survey does not include entire rear lot area.

3.2.2. QLH will also perform a limited amount of Level 'A' SUE effort to identify existing underground utilities along the roadway.

3.3. Geotechnical Exploration

3.3.1. QLH will utilize Ardaman & Associates (or other geotechnical sub-consultant) to perform subsurface investigations as needed for pavement design. An allowance for such investigation to be added to the original proposed Fiske geotechnical exploration has been included.

3.4. Design

3.4.1. 60% Design Preparation:

3.4.1.1. QLH will prepare the following:

3.4.1.1.1. Cover Sheet
3.4.1.1.2. Drainage Map
3.4.1.1.3. Baseline Control
3.4.1.1.4. Reference Ties
3.4.1.1.5. Typical Sections
3.4.1.1.6. Roadway Plan and Profile
3.4.1.1.7. Stormwater Pollution and Prevention Plan
3.4.1.1.8. Traffic Control Plan
3.4.1.1.9. Construction Cost Estimate
3.4.1.1.10. General and Technical Specifications

3.4.1.2. QLH will submit such in electronic and hard copy format to the City.
3.4.1.3. QLH will meet with City staff to discuss City comments on the 60% design.

3.4.2. 90% Design Preparation:

3.4.2.1. QLH will revise the 60% deliverables per City comments and supplement such with the following:

3.4.2.1.1. Summary of Quantities
3.4.2.1.2. Summary of Pay Items
3.4.2.1.3. Construction Details
3.4.2.1.4. Draft Bidding Documents

3.4.2.2. QLH will submit such in electronic and hard copy format to the City.
3.4.2.3. QLH will meet with City staff to discuss City comments on the 90% design.

3.4.3. Final Design Preparation:

3.4.3.1. QLH will revise the 90% deliverables per City and permitting agency comments.
3.4.3.2. QLH will submit such in electronic and hard copy format to the City.

3.5. Permitting

3.5.1. St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP)

3.5.1.1. QLH will prepare and submit an ERP application with supporting information.
3.5.1.2. QLH will pay the application fees. A $1,000 allowance for such has been included.

3.5.1.3. QLH will respond to all reasonable Requests for Additional Information (RAIs) from SJRWMD.

3.6. Coordination

3.6.1. Meeting Attendance

3.6.1.1. QLH will attend up to two (2) meetings with City staff.
3.6.1.2. QLH will attend up to one (1) formal public meetings (City Council community meetings).
3.6.1.3. QLH can attend additional meetings as necessary. Additional compensation may be requested.

3.6.2. Utility Coordination

3.6.2.1. QLH will coordinate with the Utilities Department in regards to their existing facilities and any relocation that is necessary.
3.6.2.2. QLH will coordinate with private franchise utilities in regards to any required relocations along the roadways.

3.7. Exclusions

3.7.1. All other work not described above is hereby excluded.
3.7.2. Bidding assistance and construction phase services shall be addressed in a separate future task order.

4. COMPENSATION

4.1. QLH proposes to complete the above stated Design Survey and SUE work for an estimated fee of **Twenty-Four Thousand One Hundred Sixty and 00/100 dollars ($24,160.00)** based on the following sub-task lump sum schedule:

4.1.1. Design Survey and SUE: $24,160

4.2. QLH proposes to complete the above stated Design and Permitting work for an estimated fee of **Thirty-Seven Thousand Thirty and 00/100 dollars ($37,030.00)** based on the following sub-task lump sum schedule:

4.2.1. Geotechnical Evaluation: $2,655
4.2.2. 60% Design: $14,230
4.2.3. 90% Design: $7,570
4.2.4. Final Design: $4,230
4.2.5. Permitting: $5,295
4.2.6. Coordination: $3,050

4.3. These fees are based on the attached estimated man hour schedule.
4.4. The sub-task lump sums include various allowances as shown in the attached schedule. Fees will be adjusted accordingly due to actual costs of the allowance items.

5. SCHEDULE

5.1. QLH will strive to complete the above stated work per the following estimated schedule:

Design Survey and SUE	60 Days
Design and Permitting	120 days

5.2. City review, permitting and public input/coordination are necessary and may affect the progress of work activity.

THE CITY ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA, 65 STONE STREET, COCOA, FL 32922, City Clerk, Carie Shealy, (321) 433-8484, cshealy@cocoafl.org.

Quentin L. Hampton Associates, Inc.

David A. King, P.E.
Vice President

12/12/16
Date

City of Cocoa, Florida

John A. Titkanich, Jr., AICP
City Manager

Date

CITY OF COCOA
FISKE BLVD. IMPROVEMENTS - ADDITIONAL WORK
(BROADMOOR ACRES DRAINAGE IMPROVEMENTS)
QLH ESTIMATED MANHOUR SCHEDULE

Task Order Reference	Description	Project Manager (hours)	Project Engineers (hours)	CAD Technicians (hours)	Production/ QC Manager (hours)	SUE Field Technician (Hours)	SUE Truck (Daily)	SUE Vac. Excavator (Daily)	Clerical Support (hours)	Subconsultant /Allowance Items	Total Task ($)
	Hourly Rate	$175.00	$140.00	$75.00	$80.00	$65.00	$300.00	$600.00	$50.00	See Below	See Below
3.2	**Design Survey and Subsurface Utility Engineering (SUE)**										
3.2.1	Topographic Survey	1	3	2	1	0	0	0	1	$ 20,600.00	$ 21,475.00
3.2.2	Limited Level 'A' SUE	1	3	2	0	16	1	1	0	$ -	$ 2,685.00
	Subtotals	2	6	4	1	16	1	1	1	$ 20,600.00	**$ 24,160.00**
3.3	**Geotechnical Exploration**										
3.3.1	Coordinate geotech exploration	1	2	2	0	0	0	0	1	$ 2,000.00	$ 2,655.00
	Subtotals	1	2	2	0	0	0	0	1	$ 2,000.00	**$ 2,655.00**
3.4.1	**60% Design Preparation**										
3.4.1.1	Prepare 60% design deliverables	6	24	90	12	0	0	0	16	$ -	$ 12,920.00
3.4.1.2	Submit 60% design	0	2	4	1	0	0	0	1	$ 250.00	$ 960.00
3.4.1.3	Meet to discuss 60% design City comments	2	0	0	0	0	0	0	0	$ -	$ 350.00
	Subtotals	8	26	94	13	0	0	0	17	$ 250.00	**$ 14,230.00**
3.4.2	**90% Design Preparation**										
3.4.2.1	Prepare 90% design deliverables	4	12	40	6	0	0	0	8	$ -	$ 6,260.00
3.4.2.2	Submit 90% design	0	2	4	1	0	0	0	1	$ 250.00	$ 960.00
3.4.2.3	Meet to discuss 90% design City comments	2	0	0	0	0	0	0	0	$ -	$ 350.00
	Subtotals	6	14	44	7	0	0	0	9	$ 250.00	**$ 7,570.00**
3.4.3	**Final Design Preparation**										
3.4.3.1	Prepare final design deliverables	2	8	16	5	0	0	0	4	$ 250.00	$ 3,520.00
3.4.3.2	Submit final design	0	2	4	1	0	0	0	1	$ -	$ 710.00
	Subtotals	2	10	20	6	0	0	0	5	$ 250.00	**$ 4,230.00**
3.5.1	**Permitting**										
3.5.1.1	SJRWMD Environment Resource Permit (ERP)	2	8	16	6	0	0	0	2	$ 1,000.00	$ 4,250.00
3.5.1.3	Respond to RAIs	1	2	4	3	0	0	0	1	$ -	$ 1,045.00
	Subtotals	3	10	20	9	0	0	0	3	$ 1,000.00	**$ 5,295.00**

CITY OF COCOA
FISKE BLVD. IMPROVEMENTS - ADDITIONAL WORK
(BROADMOOR ACRES DRAINAGE IMPROVEMENTS)
QLH ESTIMATED MANHOUR SCHEDULE

Task Order Reference	Description	Project Manager (hours)	Project Engineers (hours)	CAD Technicians (hours)	Production/ QC Manager (hours)	SUE Field Technician (Hours)	SUE Truck (Daily)	SUE Vac. Excavator (Daily)	Clerical Support (hours)	Subconsultant /Allowance Items	Total Task ($)
3.6	**Coordination**										
3.6.1.1	Attend up to two (2) meetings with City staff	4	0	0	0	0	0	0	0	$ -	$ 700.00
3.6.1.2	Attend up to one (1) formal public meeting	2	0	0	0	0	0	0	0	$ -	$ 350.00
3.6.2.1	Coordinate with Utilities	1	4	1	0	0	0	0	0	$ 250.00	$ 1,060.00
3.6.2.2	Coordinate with private franchise utilities	1	4	1	1	0	0	0	1	$ -	$ 940.00
	Subtotals	8	8	2	1	0	0	0	1	$ 250.00	**$ 3,050.00**
	TOTAL ALL TASKS	30	76	186	37	16	1	1	37	$ 24,600.00	$ 61,190.00

Subconsultant/Allowance Breakdown:

Description	Amount
Survey Allowance (Kugelman Land Survey)	$ 20,600.00
Permit Application Fee Allowance	$ 1,000.00
Geotechnical Allowance (Ardaman and Associates, Inc.)	$ 2,000.00
Printing/Reproduction Allowance	$ 1,000.00
Total	$ 24,600.00

Notes:

KUGELMANN LAND SURVEYING, INC.

30 North Tropical Trail, Suite B-Merritt Island, Florida 32953
Phone (321) 459-0930 Fax (321) 459-9413

December 7, 2016

David King, P.E.
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129-0247

Re: **Topographic Surveying Services for the Broadmoor Acres Storm Drain Improvements, Cocoa, Brevard County, Florida.**

Dear David:

Pursuant to your request, Kugelmann Land Surveying, Inc. (KLS) is pleased to present this proposal for professional surveying services to the above referenced project. The deliverable documents shall be the preparation of a topographic survey depicting the existing conditions. Cad drawings will be produced on Bentley MicroStation PC Version 8 platform and will be available in Bentley or AutoCAD format upon request.

Based on your information, we propose to provide the following specific professional services:

1. Topographic survey of approximately 12,200 linear feet of road right of way. Establish right of way lines from the record plats. Limits of survey would be the yellow and red areas depicted on the exhibit provided. The topographic survey will include but not be limited to the location of the all existing aboveground improvements. Cross-sections at 50-foot intervals and any other elevations necessary to depict the storm drain run-off. Also the location of all underground utilities marked by the Sunshine locators and the location of any soft digs within the area, *(140 hours two man field crew: $13,300.00).*
2. Computer drafting for map preparation, *(112 hours office: $6,160.00).*
3. Project supervision and calculations, *(12 hours-Professional Land Surveyor $1,140.00).*

Our proposed lump sum fee for the services described above would be as follows: $20,600.00

Conditions:

1) The depths of subsurface utilities are not included except where they are exposed at the soft dig locations.
2) The location of endangered species habitat and/or environmental areas is not part of this proposal.
3) All surveying services shall meet or exceed the Minimum Technical Standards established by the Florida Board of Professional Surveyors and Mappers as set forth in Chapter 5J-17 F.A.C.
4) Any additional services not specifically described herein that are requested by the Client will accrue additional charges based on our hourly rates. No additional services will be provided unless authorized by the Client.

The professional services described herein are based on the following rate schedule:

JOB TITLE	*RATES PER HOUR*
Professional Land Surveyor	$95.00
Two Man Crew	95.00
Cad Operator	55.00

Should you have any questions or comments regarding this proposal, please feel free to call. We would like to thank you for the opportunity to provide these services and we look forward to working with you on this project.

Sincerely,

David J. Kugelmann, P.L.S.
President

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4959078&GUID=2B89A5CE-412F-408E-9911-274DC3AC8EB1* is a secure document that has been embedded in this document. Double click the pushpin to view.



Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4959083&GUID=306AFD3D-94D4-4C55-8E1C-F5C20A5FC72C* is a secure document that has been embedded in this document. Double click the pushpin to view.



RESOLUTION NO. 2017-15

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 14th 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 #: PW | DATE PREPARED: 01/25/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 61,190)	423-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 1,492,049	$ 1,644,679	$ 1,583,489	$ 1,583,489
$ 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
($ 61,190)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 61,190	423-3570-538.63-00	SW17BA	INFRASTRUCTURE	$ 1,672,179	$ 1,822,141	$ 1,883,331	$ 502,650
$ 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
$ 61,190	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer of funds is necessary to allow for the design of Broadmoor Acres Drainage Improvements (SW17BA) at the same time as the design and permitting of the Fiske Blvd Phase 3 Design and Engineering project. (PW17SI). Agenda 17-056

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 02/14/17 RESOLUTION #: 2017-15

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.

1/25/17	Michael Giorgio Digitally signed by Michael Giorgio Date: 2017.01.25 11:29:32 -05'00'	1/30/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.01.30 09:59:56 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/25/17	Everett J. Wegerif	1/30/17	Lora Howell Digitally signed by Lora Howell Date: 2017.01.30 10:16:19 -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 #:	17-61	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	1/25/2017			**In control:**	City Council
On agenda:	2/14/2017			**Final action:**	
Title:	Approve a Resolution amending the FY2017 Budget to record transactions relating to the issuance of the $8,865,000 Capital Improvement Refunding Revenue Bonds, Series 2016. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	JE#2017-00590 Record Refunding Bond 2016 Budget Resolution FY 2017 BAF-FN Record Refunding Bond Series 2016 (2-14-17) Agenda 17-061.pdf Closing Memo_City of Cocoa Refunding Bond 2016 Accounting Transactions Series 2016 CIP Refunding.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2017
Agenda Date: February 14, 2017
Prepared By: Anne Quesada, Accounting Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve a Resolution amending the FY2017 Budget to record transactions relating to the issuance of the $8,865,000 Capital Improvement Refunding Revenue Bonds, Series 2016

BACKGROUND:

On November 1, 2016, the City issued $8,865,000 in Capital Improvement Refunding Revenue Bonds, Series 2016 (the “Bonds”) for the principal purposes of (i) defeasing in full the Series 2007 Bonds and advance refunding the Series 2007 Bonds maturing on and after October 1, 2018, and (ii) paying certain costs and expenses incurred in connection with the issuance of the Series 2016 Bonds. The City used debt proceeds to pay debt issuance costs relating to these Bonds. Debt service will be paid from Public Service Tax Revenues, Franchise Fee Revenues, and Communication Services Tax Revenues. To record the transactions associated with this Bond issue, certain accounts in the FY2017 Budget must be adjusted as indicated on the attached Budget Adjustment Form.

On October 11, 2016, the City Council approved Resolution No. 2016-114 authorizing and approving the negotiated sale of the Bonds not to exceed $10,000,000.

STRATEGIC PLAN CONNECTION:

Refunding and defeasance of the Series 2007 Capital Improvement Revenue Bonds provides for a significant cost savings and, in conjunction with the City's Fiscal Sustainability Plan, frees up monies to be used for services rather than for higher debt service payments.

BUDGETARY IMPACT:

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

001-0000-389.99-50	General Fund Reserves	$705,427
001-0000-385.00-00	Proceeds Refunding Bonds	$8,865,000
001-0000-389.90-20	Premium on Debt Issue	$511,648
001-1600-585.73-00	Other Debt Service Costs	$9,928,054
001-1600-513.49-00	Other Charges & Obligations (net)	$154,021

PREVIOUS ACTION:

Approval of Resolution No. 2016-114.

RECOMMENDED MOTION:

Approve a Resolution amending the FY2017 Budget to record transactions relating to the issuance of the $8,865,000 Capital Improvement Refunding Revenue Bonds, Series 2016.

CITY OF COCOA
JOURNAL VOUCHER

LINE	ACCOUNT DESCRIPTION	JE DESCRIPTION LINE 2	ACCOUNT NUMBER	DEBIT	CREDIT
JE DESCRIPTION LINE 1: **2016 REFNDNG BONDS**					
1	OTHER DEBT SVC COSTS	Pmt to Escrow Agent	001-1600-585.73-00	9,928,053.34	
2	PROCEEDS REFUNDING BONDS	Bond Proceeds	001-0000-385.00-00		8,865,000.00
3	OTHER CHARGES & OBLIGATIONS	Issuance Costs	001-1600-513.49-00	128,330.77	
4	OTHER CHARGES & OBLIGATIONS	Underwriters Discount	001-1600-513.49-00	40,925.49	
5	PREMIUM ON DEBT ISSUE	Premium	001-0000-389.90-20		511,647.10
6	CASH	Cash to BNY - 2007 DS	001-0000-101.00-00		720,662.50
7	OTHER LIAB/ SERIES 2007 BOND	Remove Series 2007 Bond	950-0000-239.12-00	9,550,000.00	
8	OTHER LTL / SERIES 2007 BOND	Remove Series 2007 Bond	950-0000-189.12-00		9,550,000.00
9	OTHER LIAB / SERIES 2016 BOND-REFNDNG	Add 2016 Refndng Bond	950-0000-239.16-00		8,865,000.00
10	OTHER LTL / SERIES 2016 BOND-REFNDNG	Add 2016 Refndng Bond	950-0000-189.16-00	8,865,000.00	
11	CASH	Trf fm Stifel-Est. COI	001-0000-101.00-00	128,330.77	
12	CASH	Pmts - Costs of Issuance	001-0000-101.00-00		113,094.48
13	OTHER CHARGES & OBLIGATIONS	Excess Est. COI - Actual COI	001-1600-513.49-00		15,236.29
				28,640,640.37	28,640,640.37

PREPARED BY Teri Butler/Anne Quesada

JOURNAL VOUCHER # **2017-00590**

ENTERED BY Christi Grant

DATE ENTERED: 11/28/2016

JV DATE & PERIOD # 11/01/16, Pd 2

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 01/27/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 705,427	001-0000-389.99-50		FUND BALANCE-RESERVES	$ 4,721,479	$ 5,998,201	$ 6,703,628	$ 6,703,628
$ 8,865,000	001-0000-385.00-00		PROCEEDS - REFUNDING BONDS	$ 0	$ 0	$ 8,865,000	$ 0
$ 511,648	001-0000-389.90-20		PREMIUM ON DEBT ISSUE	$ 0	$ 0	$ 511,648	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 10,082,075	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 9,928,054	001-1600-585.73-00		OTHER DEBT SERVICE COSTS	$ 0	$ 0	$ 9,928,054	$ 0
$ 154,021	001-1600-513.49-00		OTHER CHARGES & OBLIGATIONS	$ 929,000	$ 92,900	$ 246,921	$ 33,098
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 10,082,075	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To record Proceeds of Capital Improvement Refunding Revenue Bonds, Series 2016, issued 11/01/2016 ($8,865,000.00), Cost of Issuance ($128,330.77), Underwriters Discount ($40,925.49), and Original Issue Premium ($511,647.10). Agenda Item 17-61.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/14/17 *RESOLUTION #:* 2017-16

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.

1/27/17 Anne Quesada Digitally signed by Anne Quesada Date: 2017.01.27 08:20:51 -05'00'	2/9/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.02.09 08:48:03 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
2/9/17 Teri Butler Digitally signed by Teri Butler Date: 2017.02.09 08:43:08 -05'00'	2/9/17 Lora Howell Digitally signed by Lora Howell Date: 2017.02.09 08:51:33 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/23/16 - IT

Memorandum

STIFEL

To: City of Cocoa Financing Team

From: Stifel, Nicolaus & Company, Incorporated

Date: October 26, 2016

Re: City of Cocoa, Florida
$8,865,000 Capital Improvement Refunding Revenue Bonds, Series 2016
Closing Memorandum

Stifel has prepared this memorandum in order to outline important information for the pre-closing and closing of the City's $8,865,000 Capital Improvement Refunding Revenue Bonds, Series 2016.

I. SCHEDULE

Pre-Closing:

Date: Monday, October 31, 2016
Time: 3:00 pm
Place: Cocoa City Hall (65 Stone Street, Cocoa, FL 32922)

Closing:

Date: Tuesday, November 1, 2016
Time: 10:30 am (estimated)
Place: Via conference call (1-877-301-2573; passcode 783-893-8727#)

II. SOURCES ANS USES OF FUNDS

Sources of Funds	
Par Amount of Bonds	$8,865,000.00
Premium	511,647.10
Debt Service Reserve Fund Transfer	720,662.50
Total Sources of Funds	**$10,097,309.60**
Uses of Funds	
Deposit to Escrow Fund	$9,928,053.34
Cost of Issuance Fund	128,330.77
Underwriter's Discount	40,925.49
Total Uses of Funds	**$10,097,309.60**

III. STIFEL'S TRANSFERS

Stifel will transfer the following from proceeds of the Series 2016 Bonds:

Par Amount	$8,865,000.00
Plus: Original Issue Premium	511,647.10
Less: Underwriter's Discount	40,925.49
Total Transfer Amount	**$9,335,721.61**

Transfer of funds from Stifel will be applied as follows:

Series 2007 Escrow Deposit Fund	$9,207,390.84
Series 2016 Costs of Issuance Fund	128,330.77
Total Transfer Amount	**$9,335,721.61**

IV. CITY'S TRANSFER

The City will transfer the following from currently held funds:

Series 2007 Debt Service Reserve Fund	720,662.50
Total Transfer Amount	**$720,662.50**

Transfer of funds from the City will be applied as follows:

Series 2007 Escrow Deposit Fund	720,662.50
Total Transfer Amount	**$720,662.50**

V. WIRING INSTRUCTIONS FOR STIFEL'S TRANSFERS

On the morning of November 1, 2016, Stifel will make two (2) wire transfers totaling $9,335,721.61. The wiring instructions for these transfers are as follows:

Wire #1: Transfer to the Bank of New York Mellon ("Series 2007 Escrow Deposit Fund")

Amount:	**$9,207,390.84**
Name:	The Bank of New York Mellon
ABA #:	021000018
Acct:	4378778400
Acct Name:	IAS BOND PROCEEDS COI KH
Re:	City of Cocoa, FL Capital Improvement Refunding Revenue Bonds Series 2016
Attn:	Kami Hector, (214) 468-6020

Wire #2: Transfer to SunTrust Bank ("Series 2016 Cost of Issuance Fund")

Amount:	**$128,330.77**
Name:	SUNTRUST BANK
Address:	303 Peachtree Street NE
	Atlanta, GA 30308
ABA #:	061000104
Beneficiary:	City of Cocoa
Acct:	0638726811043
Attn:	Kelly Lawler, (407) 237-1072

V. WIRING INSTRUCTIONS FOR THE CITY'S TRANSFER

On the morning of November 1, 2016, the City will make one (1) wire transfer totaling $720,662.50. The wiring instructions for this transfer is as follows:

Wire #1: Transfer to the Bank of New York Mellon ("Series 2007 Escrow Fund")

Amount:	**$720,662.50**
Name:	The Bank of New York Mellon
ABA #:	021000018
Acct:	4378778400
Acct Name:	IAS BOND PROCEEDS COI KH
Re:	City of Cocoa, FL Capital Improvement Refunding Revenue Bonds Series 2016
Attn:	Kami Hector, (214) 468-6020

VI. USE OF FUNDS BY THE ESCROW AGENT

Upon receipt of $9,207,390.84 from Stifel and $720,662.50 from the City (for a combined $9,928,053.34), the Escrow Agent will hold $0.34 of such funds uninvested and invest the remaining $9,928,053.00 as described in the Escrow Deposit Agreement.

VII. DELIVERY AND CLOSING OF SERIES 2016 BONDS

Upon confirmation of the receipt of the above wire transfers and execution and delivery of all closing documents and legal opinions associated with the Series 2016 Bonds, members of the Working Group will contact the Depository Trust Corporation to release the Bonds to the underwriter and the financing will then be closed.

VIII. RETURN OF GOOD FAITH DEPOSIT

After closing, the City shall return the Good Faith Deposit check in the total amount of $100,000 which was delivered at pricing pursuant to the Bond Purchase Agreement. The check should be sent to the following address by overnight delivery, or hand delivered, at the City's earliest convenience.

Margaret Lezcano, Managing Director
Stifel, Nicolaus & Company, Incorporated
111 N. Magnolia Avenue, Suite 1175
Orlando, FL 32801
(407) 956-6803 | lezcanom@stifel.com

IX. PAYMENT OF COSTS OF ISSUANCE

Upon successful closing, the City shall disburse funds to pay costs of issuance associated Series 2016 Bonds, upon receipt of invoices. All invoices should be sent electronically to Teri Butler (tbutler@cocoafl.org), *Finance Director*, and Anne Quesada (aquesada@cocoafl.org), *Accounting Manager*.

X. APPROVAL AND ACCEPATANCE OF CLOSING MEMORANDUM

City of Cocoa, Florida

John Titkanich
City Manager

Stifel, Nicolaus & Company, Incorporated

Margaret Lezcano
Managing Director

Appendix A: Breakdown of Cost of Issuance

Bond Counsel	$25,000.00
Bond Counsel Expenses	$1,500.00
Disclosure Counsel	$20,000.00
Issuer's Counsel	$25,000.00
Financial Advisor	$17,500.00
Financial Advisor Expenses	$1,500.00
S&P Fee	$16,000.00
Trustee Fees	$2,000.00
Printing	$3,000.00
Miscellaneous	$12,080.77
Verification Agent	$2,000.00
Escrow Agent	$250.00
DAC	$2,500.00
Total Transfer Amount	**$128,330.77**

Series 2016 Bond, Refunding Series 2007				2017-00590
Pymt to Refunding Bond Escrow Agent	001-1600-585.73-00	9,928,053.34		
Proceeds Refunding Bonds	001-0000-385.00-00		8,865,000.00	
Bond Issuance Costs	001-1600-513.49-00	128,330.77		
Underwriters Discount	001-1600-513.49-00	40,925.49		
Premium	001-0000-389.90-20		511,647.10	
Cash Payment to BNY	001-0000-101.00-00		720,662.50	
		10,097,309.60	10,097,309.60	

LTDG Entry				
Remove Series 2007 Bond	950-0000-239.12-00	9,550,000.00		
Remove Series 2007 Bond	950-0000-189.12-00		9,550,000.00	
Add Series 2016, Refunding Series 2007	950-0000-189.12-00	8,865,000.00		
Add Series 2016, Refunding Series 2007	950-0000-239.12-00		8,865,000.00	
		18,415,000.00	18,415,000.00	

Cash Entry				
Transfer from Regions Cash	201-0000-101.00-00	720,662.50		2017-00824
Transfer from Regions Invest Asset	201-0000-151.22-20		720,662.50	
Transfer from Stifel-Closing Costs Funds	001-0000-101.00-00	128,330.77		
Excess estimated minus actual COI	001-0000-101.00-00		15,236.29	
Cash Payments for Issuance Costs	001-0000-101.00-00		113,094.48	

Legislation Details (With Text)

File #:	17-75	**Version:** 1	**Name:**	Approve TO Amendment to 2016-26.1 for Cardno
Type:	Resolution		**Status:**	City Business
File created:	2/1/2017		**In control:**	City Council
On agenda:	2/14/2017		**Final action:**	
Title:	Approve Amendment #1 to the Continuing Services Agreement as approved by City Council on September 23, 2015. Council approval for an amendment to Task Order 2017-26.1 to Cardno for the remaining delineation/confirmatory soil sampling, excavation/removal of impacted soil/backfill and report preparation of 300 Brunson Boulevard, the site of the new Fire Station #2 for an amount not to exceed $71,190; Approve a resolution amending the budget in the amount of $71,190. (Public Works Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Cardno Quote TO#2017-26.1.pdf AttachA_Worksheet_withManhours.pdf Cardno Amendment for 2-14-17 Council.doc TO-PW-Cardno-Task Order#2017-26.1-2.1.17-$71,190.pdf FY2017 Budget Resolution.docx BAF-PW-Cardno (2-14-17) Agenda 17-75.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 1, 2017
Agenda Date: February 14, 2017
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Approve Amendment #1 to the Continuing Services Agreement as approved by City Council on September 23, 2015. Council approval for an amendment to Task Order 2017-26.1 to Cardno for the remaining delineation/confirmatory soil sampling, excavation/removal of impacted soil/backfill and report preparation of 300 Brunson Boulevard, the site of the new Fire Station #2 for an amount not to exceed $71,190. Approve a resolution amending the budget in the amount of $71,190.

BACKGROUND:

A Request for Qualifications (RFQ No. Q-15-17-COC) was issued on April 13, 2015 requesting proposals from qualified suppliers/consultants for (Environmental Assessment and Characterization Services). This included preparing cleanup plans, providing support assistance, remedial/reuse planning and in public involvement activities. The Continuing Services Agreement (CSA) as approved by City Council on September 23, 2015, outlined eight (8) Tasks based upon the RFQ.

While performing environmental assessments, Brownfield Site Rehabilitation Agreements (BSRA) and Voluntary Cleanup Tax Credit (VCTC) Applications for both the 300 Brunson Boulevard and 6 Forrest Avenue sites, the City finds that it would be cost prohibitive to select another contractor to complete cleanup and remediation work. Therefore, the City seeks to add an additional Task to the CSA with Cardno, Inc., noted as Amendment #1.

Task 9 - Brownfields Remedial Activities: Cardno will provide remedial activities in accordance with Chapter 62-780 FAC Contaminated Site Cleanup Criteria, with activities as outlined in the Brownfields Site Rehabilitation Agreement (BSRA) the City and the associated agencies have executed. These activities may include above-ground storage tank removal, underground storage tank removal, interim source removal, and active remediation; as outlined in approved Remedial Action Plan(s) approved by the Florida Department of Environmental Protection. Additionally, remedial actions may include Asbestos, Lead based Paint and Indoor Air Quality Abatement to support redevelopment activities.

Task 9 - Total Estimated Costs - Lump sum, not-to-exceed, or time-and-materials proposals will be provided based on available site-specific information on a site-by-site basis to meet the conditions of this Agreement.

The Phase II Environmental Site Assessment (ESA) revealed levels of Benzo(a)pyrene, which is considered a carcinogenic polycyclic aromatic hydrocarbon. These elevated levels were found in shallow soils at two locations within the subject site boundaries at levels exceeding EPA's Chapter 62 -777 soil cleanup target level. The City Staff have indicated that these soil impacts need to be addressed prior to site development of Fire Station #2.

In November 2016, initial source removal activities began. During the delineation process, soil sampling indicated that additional soil impacts exist at the site. Based on the soil analytical data collected, the remaining impacted soil has not been fully delineated. Supplemental soil sampling/delineation borings will be installed as interior "infill" samples and along the perimeter of the anticipated excavation areas in an effort to fully delineate and potentially reduce the overall volume of impacted soil requiring removal and offsite disposal.

Finally, Cardno will prepare a Combined Document/Interim Source Removal Report that will detail activity conducted at the site, including the storage tank, soil sampling and source removal efforts. The document will be submitted to FDEP for approval prior to meet the requirements of the Brownfield Site Rehabilitation Agreement executed between the City and FDEP.

In order to complete this task order, a budget transfer is necessary to move funds into the proper account. The budget resolution and amendment is included with the agenda. Staff request funds in the amount of $71,190 be transferred from 301-3580-519-62-00 (Capital Projects-Buildings) to 301-3580519-61-00 (Capital Projects - Land).

Cardno anticipates a 45-day process to complete this task. The budget transfer and purchase order need to be escalated in order to keep the fire station construction on schedule. Staff requests approval of the Task Order Amendment and the Budget Resolution/Amendment in order to complete this task and continue with the construction.

Staff requests approval of the Amendment to the Continuing Services Agreement, Task Order Amendment and the Budget Amendment in order to complete the tasks above.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Transfer From

Amount Requested	($71,190)
Account Number	301-3580-519-62-00_ Project CP16F2
Account Name	Capital Projects - Buildings_

Transfer To

Amount Requested	$71,190
Account Number	301-3580-519-61-00_Project CP16F2
Account Name	Capital Projects - Land_

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve Amendment #1 to the Continuing Services Agreement as approved by City Council on September 23, 2015. Council approval for an amendment to Task Order 2017-26.1 to Cardno for the remaining delineation/confirmatory soil sampling, excavation/removal of impacted soil/backfill and report preparation of 300 Brunson Boulevard, the site of the new Fire Station #2 for an amount not to exceed $71,190. Approve a resolution amending the budget in the amount of $71,190.

January 30, 2017

380 Park Place Blvd
Suite 300
Clearwater, FL 33759
USA
Phone 727 531 3505
Phone 800 861 8314
Fax 727 539 1294

www.Cardno.com

Mr. John Titkanitch
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: **Additional Source Removal Activities**
300 Brunson Boulevard, Cocoa, Brevard County, Florida
Parcel Tax ID Numbers 2425621 and 2421089

Dear John:

Cardno is pleased to provide the following proposal to provide additional interim source removal services for the above-referenced property.

Background / Purpose

A Phase II Environmental Site Assessment (ESA) revealed levels of Benzo(a)pyrene (a carcinogenic polycyclic aromatic hydrocarbon) in shallow soils at two locations within the subject site boundaries at levels exceeding the Chapter 62-777 soil cleanup target level. Per recent discussions, the City wishes to address these impacts prior to site redevelopment.

The original proposal estimated an excavation of approximately 20 tons. A change order increased this to approximately 400 tons based on additional soil analytical results.

Initial source removal activities were completed in early November 2016. At the time of the source removal, soil impacts had not yet been fully defined. However it was deemed prudent to estimate and excavate the impacted areas at that time due to the planned redevelopment schedule for the site. Subsequent confirmatory soil sampling completed between November 2016 and January 2017 indicated that additional soil impacts exist at the site.

Based on the soil analytical data collected to date, the remaining impacted soil within the previously identified impacted areas has not been fully delineated. The attached **Figure 1** illustrates the proposed additional soil boring locations and anticipated source removal areas based on the existing data. Supplemental soil sampling/delineation borings will be installed as interior "infill" samples and along the perimeter of the anticipated excavation areas in an effort to fully delineate and possible reduce the overall volume of impacted soil requiring removal and offsite disposal.

Several trees are currently located within the additional planned excavation areas. This proposal assumes that prior to the site activities, the City will mark any trees in these areas that will need to be preserved for the future redevelopment of the site. Cardno will attempt to remove as much impacted soil as possible from the area surrounding the trees that require preservation. However, if excessive tree damage is expected during or subsequent to source removal activities, Cardno will coordinate with City staff and remove the trees if required.

Cardno understands that the City requires that this work be expedited in order to accommodate the planned redevelopment of the site. Every effort will be made to complete this scope of work as soon as possible based on local weather conditions and subcontractor availability.

Proposed Site Rehabilitation Activities

Task I: Delineation/Confirmatory Soil Sampling Activities:

Cardno anticipates completion of up to 16 hand-auger soil borings and collection of soil samples for OVA analysis and will be laboratory analyzed for polycyclic aromatic hydrocarbons (PAHs). Up to 48 samples will be analyzed from various depth intervals (60 samples will be collected and remainder archived). Samples will be collected from select depth intervals; 0 – 0.5ft; 0.5-2.0ft; 2.0 – 4.0ft and 4.0-6.0ft BLS as needed based on previous analytical results. Select interior "infill" and perimeter samples will analyzed initially in an effort to reduce the volume of soil requiring offsite disposal (see attached **Figure 1** for Proposed Boring Locations). Invoicing will be based on the actual number of samples analyzed.

Task II: Excavation, Removal of Impacted Soil and Backfill:

Cardno staff will mobilize to the site with a licensed contractor to conduct a limited excavation of the remaining impacted soils onsite. Prior to excavation, any trees within the excavation areas that are not marked to remain will be cut down and stacked onsite. The root portions of the cut down trees will be disposed of offsite in order to dispose of any impacted soils contained in the root systems. During excavation, impacted soils will be direct loaded for offsite disposal.

To lessen overall cost, and due to the anticipated construction activities at the site; the excavation area will not be backfilled using offsite fill material. The deeper excavation areas will be filled in and re-graded using existing onsite material. Alternatively if desired, offsite fill material can be used to fill in the excavated areas, if needed, at an additional cost.

Task III: Report Preparation: Cardno will prepare a Combined Document/Interim Source Removal Report. This report will include details associated with the previous site assessment, storage tank and source removal activities and any subsequent soil sampling that was performed in the anticipation of this additional source removal event. This document will be submitted to FDEP Central District for review and approval pursuant to the Brownfield Site Rehabilitation Agreement executed between the City and FDEP.

Schedule of Compensation

Task I – Delineation/Confirmatory Soil Sampling	
Cardno Labor (Site Supervision/Soil Sampling and Expenses)	$4,080
Subcontractors:	
Laboratory Analytical samples estimated at 40) *	$4,800
Field supplies and equipment	$550
Task II - Additional Source Removal Activities:	
Cardno Labor and Expenses	$5,200
Subcontractors:	
Excavation of Impacted Areas (500 - 760 tons)**	$35,000 - $53,200
Task III – Report Preparation:	$8,560
Estimated Project Total	$58,190 – $71,190

**Soil analytical testing will be invoice on the actual numbers of samples analyzed. Additional costs may apply for expedited turn-a-round and/or split sampling and analyses by an additional laboratory.*

***Final invoice will be billed based on the final excavated soil amount disposed of at a rate of $70/ton.*

Timeline of Services

All attempts will be made to complete the confirmatory sampling source removal activities according to the scheduling needs of the upcoming site development activities. All reporting will be completed within 45 days of Notice to Proceed (NTP).

Thank you for the opportunity to submit this change order scope of services. We look forward to working with you and the City of Cocoa on this project. Please give me a call if you have any questions or need additional information.

Sincerely,

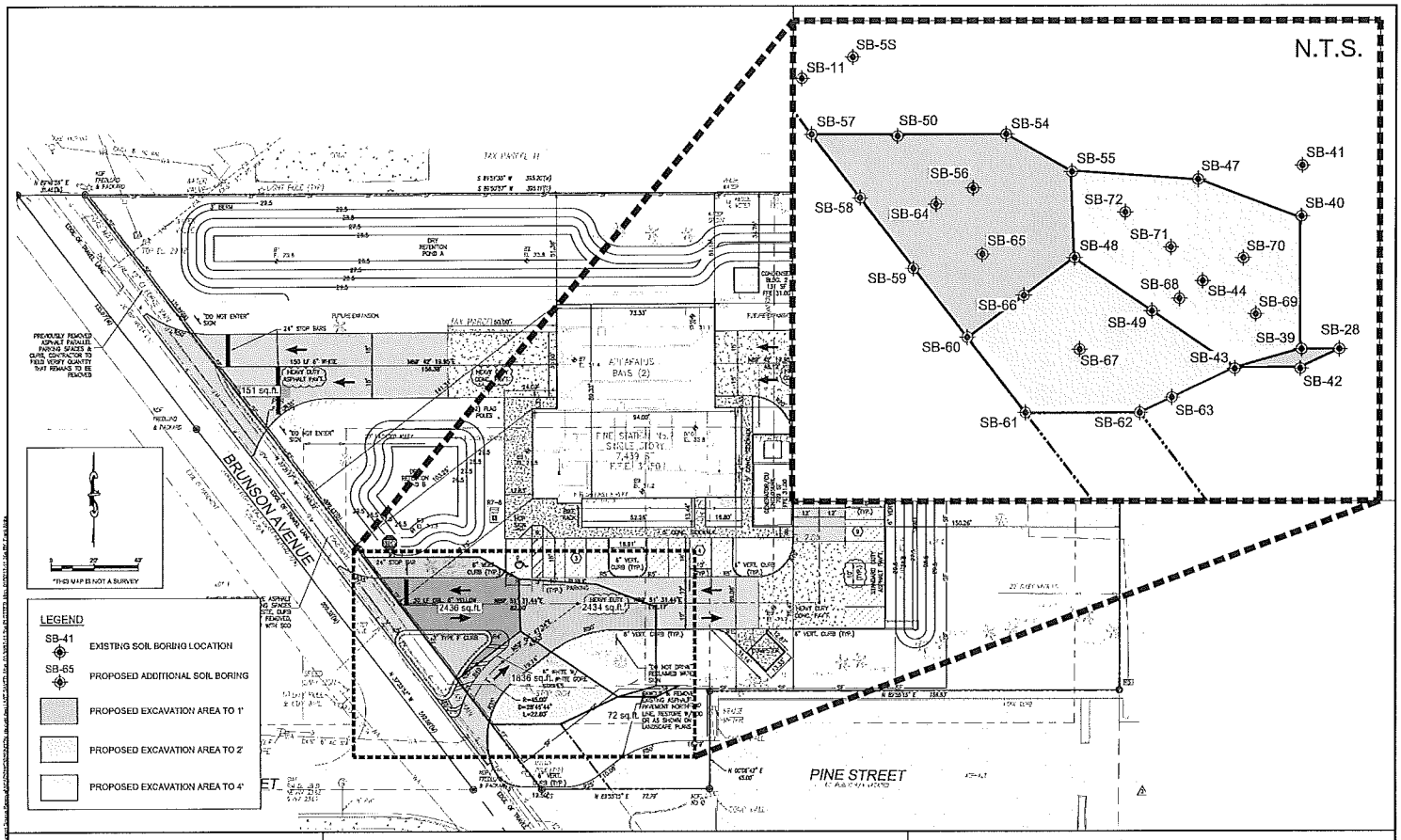
Miles G. Ballogg

Miles G. Ballogg
Director
For Cardno

Attachment: Figure 1: Soil Delineation – Excavation Area

Cc: Ed Wegerif, City of Cocoa
Gary Palmer, City of Cocoa

Scope prepared by M. Cook, QC by R. Hagberg



Cardno
Shaping the Future

300 BRUNSON BOULEVARD
COCOA, BREVARD FL 32922
PARCEL ID# 2425621 AND 2421089

FIGURE 1
SITE PLAN W/
EXCAVATION AREAS

Attachment A

Proposal Fee Worksheet
300 Brunson - Additional Source Removal

Task		Description	Fee Type	Unit Cost	No. Units	Labor Cost	Proposed Cost
1	**Delineation / Confirmatory Soil Sampling**						
	Cardno Labor						
		Brownfields Project Director: M. Ballogg		$ 205.00	2	$ 410.00	
		Environmental Project Director: R. Hagberg		$ 205.00	2	$ 410.00	
		M. Cook: Project Engineer		$ 120.00	24	$ 2,880.00	
		R. Siegel: Field Technician		$ 80.00	16	$ 1,280.00	
		Sub-Total				$ 4,980.00	
		Less overage				$ (900.00)	
		Total Cardno Labor					$ 4,080.00
	Laboratory Analytical Fees (fee per sample)		LS	$ 120.00	40		$ 4,800.00
	Field Supplies and Equipment Fees		LS	$ 550.00	1		$ 550.00
2	**Additional Source Removal Activites**						
	Cardno Labor						
		Brownfields Project Director: M. Ballogg		$ 205.00	1	$ 205.00	
		Environmental Project Director: R. Hagberg		$ 205.00	2	$ 410.00	
		M. Cook: Project Engineer		$ 120.00	32	$ 3,840.00	
		D. Kress: Sr. Environmental Technician		$ 110.00	2	$ 220.00	
		R. Siegel: Field Technician		$ 80.00	16	$ 1,280.00	
		Sub-Total				$ 5,955.00	
		Less overage				$ (755.00)	
		Total Cardno Labor					$ 5,200.00
	Subcontracted Excavation Services (base fee)		LS per ton	$ 70.00	500		$ 35,000.00
	Subcontracted Additional Excavation Services (if required)		LS per ton	$ 70.00	260		$ 18,200.00
3	**Report Preparation**						
	Cardno Labor						
		Brownfields Project Director: M. Ballogg		$ 205.00	1	$ 205.00	
		Environmental Project Director: R. Hagberg		$ 205.00	2	$ 410.00	
		M. Cook: Project Engineer		$ 120.00	24	$ 2,880.00	
		Sub-Total				$ 3,495.00	
		Less overage				$ (135.00)	
		Total Cardno Labor					$ 3,360.00
					Total (base scope)		**$ 52,990.00**
					Total (if additional excavation required)		**$ 71,190.00**

Legend: LS = Lump Sum

Note:

Soil analytical fee will be invoiced based on actual number of samples analyzed. Additional costs may be applied in the event of expedited turn-around and/or split sampling/analysis by an additional laboratory.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4959111&GUID=B9BE4AEB-B1AC-473D-80CE-06C6130E9E82* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3580 | DATE PREPARED: 02/01/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 71,190)	301-3580-519.62-00	CP16F2	CAPITAL PROJECTS - BUILDING	$ 6,660,000	$ 8,335,000	$ 8,263,810	$ 4,631,338
$ 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
($ 71,190)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 71,190	301-3580-519.61-00	CP16F2	CAPITAL PROJECTS - LAND	$ 0	$ 65,000	$ 136,190	$ 71,190
$ 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
$ 71,190	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer necessary for Cardno Task Order 2016-26.1 to complete the tasks associated with delineation of the Brunson site and source removal of all contaminates in order to begin construction of Fire Station #2 Going to Council on February 14, 2017 (Agenda ID # 17-075)

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/14/17 *RESOLUTION #:* 2017-17

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.

2/1/17	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2017.02.01 10:26:05 -05'00'	2/6/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.02.06 16:02:46 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/6/17	Everett J. Wegerif — Digitally signed by Everett J. Wegerif	2/6/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.02.06 16:23:59 -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 #: _____