Agenda
City of Cocoa
Regular Meeting

August 25, 2026
6:00 PM
65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 25, 2026.
2. Minutes: Regular Meeting of June 9, 2026.

III. Awards and Presentations:

1. National Suicide Prevention Awareness Month
2. Voluntary Prekindergarten (VPK) Day Proclamation

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 three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Street closure time change request and one additional street closure request outside the Central Business District
2. Approve Change Order #1 to Purchase Order 84492 with Environmental Operating System, Inc. in the amount of $44,000.00 for additional

Supplemental Carbon Micro-C, utilizing piggyback agreement No. Y22-170, increasing the total FY26 not-to-exceed amount to $116,000.00; and approve Budget Adjustment (BAF) 26-084-T.

3. Approve multi-year contracts with **Five9 Telecommunications** (annual amount of **$33,660.00**; 5-year total of **$168,300.00**) and **Verteks Consulting, Inc.** (annual amount of **$32,256.00**; 5-year total of **$161,280.00**) for a combined total annual cost of **$65,916.00** (5-year cumulative total of **$329,580.00**) for the Utility Customer Service cloud-based call center platform; approve a Resolution waiving competitive bidding under the Standardization Purchase exception; and authorize the City Manager to execute the multi-year agreements from FY 2027 through FY 2031.

4. Approval to renew group Medicare Advantage plan coverage for eligible retirees age 65 and over with Humana. This is a multi-year agreement that spans nine months in FY 27 and three months in FY 28.

5. Approve the contract award for ITB B-26-10-COC Cocoa Waterfront Public Docking and Breakwater Phase II to Shoreline Foundation, Inc., the lowest responsive and responsible bidder, in the amount of $2,425,925.00 (Base Bid plus Alternates); approve Resolution No. 2026-067 establishing a project contingency of $398,475.00 for a total authorized expenditure of $2,824,400.00; and authorize the City Manager to execute the contract, related agreements, amendments, and purchase orders necessary to complete the project.

6. Approve Task Order 2026-21 with Atlantic Development of Cocoa Inc. utilizing RFQ# 20-18-COC for Utilities General Construction Contractor Services to abandon an out-of-service stormwater pipe along Michigan Avenue at Stanford Drive in the amount of $77,466.75. Authorize the City Manager to issue the purchase order.

7. Approve the use of contingency, BAF 26-090-T, to resolve Stormwater negative accounts through year end.

8. Approve a multi-year piggyback based on Brevard County Contract No. B-5-24-62 with JSR Fueling Technologies, LLC for fuel pump, fuel site, and petroleum storage tank repair, maintenance, and inspection services through **August 28, 2029.**

9. Approve Budget Amendment Form BAF 26-097-T and approve the purchase of thirty-two (32) Panasonic Toughbook 55 rugged computers and associated three-year Smart Battery warranties from CDW Government LLC utilizing OMNIA Mesa Contract No. 2024056-01 in the amount of $143,856.32.

VI. Public Hearings:

1. Approve the Final Assessment Resolution 2026-064 for Fire Protection, for Fiscal Year 2027.

2. Approve the Final Assessment Resolution No. 2026-065 for Fiscal Year 2027, Stormwater Utility Services.

3. PZ26-02100005 155 Ruth St Zoning Map Amendment Second and Final Reading

VII. Council Business:

VIII. City Business:

1. Council to approve a resolution amending the FY 2026 Budget, BAF 26-096-A, to accept the 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Award, JAG 15PBJA-25-GG-02953-JAGX-163503-FAW-191745, in the amount of $18,159, project number GR2603.

2. Accept State Legislative Line Item Appropriation for Provost Park Improvements.

IX. Informational Agenda:

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

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

3. FY 2026 July Budget Adjustment Report

4. Police Department Capital Account Vehicle Purchase

5. Bi-Weekly Report for August 7, 2026 - August 20, 2026.

6. Informational Only - The City of Cocoa's Open Board Vacancies.

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

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2. https://www.youtube.com/@CityofCocoaFlorida/streams

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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.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter 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 item shall be allowed.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

CITY COUNCIL AGENDA ITEM

Memo Date:	July 8, 2026
Agenda Date:	August 25, 2026
File ID:	2026-585
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the agenda for the August 25, 2026 Regular City Council meeting as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the agenda for the August 25, 2026 Regular City Council meeting as written or with amendments.

Agenda
City of Cocoa
Regular Meeting

August 25, 2026
6:00 PM
65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 25, 2026. (2026-585).
2. Minutes: Regular Meeting of June 9, 2026. (2026-586).

III. Awards and Presentations:

1. National Suicide Prevention Awareness Month (2026-729). (Mayor)
2. Voluntary Prekindergarten (VPK) Day Proclamation. (2026-746). (Deputy Mayor Goins)

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 three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Street closure time change request and one additional street closure request outside the Central Business District. (2026-652). (Comm. & Economic Development Director)

2. Approve Change Order #1 to Purchase Order 84492 with Environmental Operating System, Inc. in the amount of $44,000.00 for additional Supplemental Carbon Micro-C, utilizing piggyback agreement No. Y22-170, increasing the total FY26 not-to-exceed amount to $116,000.00; and approve Budget Adjustment (BAF) 26-084-T. (2026-653). (Utilities Director)

3. Approve multi-year contracts with Five9 Telecommunications (annual amount of $33,660.00; 5-year total of $168,300.00) and Verteks Consulting, Inc. (annual amount of $32,256.00; 5-year total of $161,280.00) for a combined total annual cost of $65,916.00 (5-year cumulative total of $329,580.00) for the Utility Customer Service cloud-based call center platform; approve a Resolution waiving competitive bidding under the Standardization Purchase exception; and authorize the City Manager to execute the multi-year agreements from FY 2027 through FY 2031. (2026-674). (Finance Director)

4. Approval to renew group Medicare Advantage plan coverage for eligible retirees age 65 and over with Humana. This is a multi-year agreement that spans nine months in FY 27 and three months in FY 28. (2026-679). (HR Director)

5. Approve the contract award for ITB B-26-10-COC Cocoa Waterfront Public Docking and Breakwater Phase II to Shoreline Foundation, Inc., the lowest responsive and responsible bidder, in the amount of $2,425,925.00 (Base Bid plus Alternates); approve Resolution No. 2026-XX establishing a project contingency of $398,475.00 for a total authorized expenditure of $2,824,400.00; and authorize the City Manager to execute the contract, related agreements, amendments, and purchase orders necessary to complete the project. (2026-696). (Public Works Director)

6. Approve Task Order 2026-21 with Atlantic Development of Cocoa Inc. utilizing RFQ# 20-18-COC for Utilities General Construction Contractor Services to abandon an out-of-service stormwater pipe along Michigan Avenue at Stanford Drive in the amount of $77,466.75. Authorize the City Manager to issue the purchase order. (2026-701). (Public Works Director)

7. Approve the use of contingency, BAF 26-090-T, to resolve Stormwater negative accounts through year end. (2026-708). (Public Works Director)

8. Approve a multi-year piggyback based on Brevard County Contract No. B-5-24-62 with JSR Fueling Technologies, LLC for fuel pump, fuel site, and petroleum storage tank repair, maintenance, and inspection services through August 28, 2029. (2026-703). (Public Works Director)

9. Approve BAF 26-097-T for the Purchase of Panasonic Toughbook Computers for Public Safety. (2026-730). (Interim Chief Technology Officer)

VI. Public Hearings:

1. Approve the Final Assessment Resolution 2026-064 for Fire Protection, for Fiscal Year 2027. (2026-). (Finance Director)

2. Approve the Final Assessment Resolution No. 2026-065 for Fiscal Year 2027, Stormwater Utility Services. (2026-). (Finance Director)

3. PZ26-02100005 155 Ruth St Zoning Map Amendment Second and Final Reading. (2026-). (Planner)

VII. Council Business:

VIII. City Business:

1. Council to approve a resolution amending the FY 2026 Budget, BAF 26-096-A, to accept the 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Award, JAG 15PBJA-25-GG-02953-JAGX-163503-FAW-191745, in the amount of $18,159, project number GR2603. (2026-).(Police Chief)

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2. In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (2026-). (Finance Director)

3. FY 2026 July Budget Adjustment Report. (2026-). (Finance Director)

4. Police Department Capital Account Vehicle Purchase. (2026-). (Police Chief)

5. Bi-Weekly Report for August 7, 2026 - August 20, 2026. (2026-). (City Clerk)

6. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-). (City Clerk)

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date:	July 8, 2026
Agenda Date:	August 25, 2026
File ID:	2026-586
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the June 9, 2026 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the June 9, 2026 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

June 9, 2026

A Regular City Council Meeting was held on Tuesday, June 9, 2026, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:08 p.m.

Councilmember Hearn provided the invocation, and Chief Lamm led the assembly in the Pledge of Allegiance.

Councilmember Hearn asked for a moment of silence for Jewel Collins and Sue Schmitt who passed away recently.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Alex Goins	Deputy Mayor
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Patricia Weeks	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Lori Chabot	Recording Secretary

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abigail Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Katie Ennis, Utilities Deputy Director; Savi Pooran, HR Manager;

Mary Humbert, Director of Business Systems and Innovation; Samantha Senger, Communications & Economic Development Director; Mitch Lawyer, Interim Chief Technology Officer; and David Grissom, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of June 9, 2026. (2026-342).

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve the agenda as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Regular Meeting of April 14,2026. (2026-343).

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to approve the April 14, 2026, meeting minutes as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

Historic Cocoa Village Main Street Presentation (2026-475). (HCVMS)

President Pam Shaia and Executive Director Chris Stagman shared information about an upcoming event. HCVMS will be hosting a conference to be held in Cocoa Village and expect over 400 people to attend.

IV. Delegations:

Ms. Melissa Pope, Miss Cocoa Florida's winner for 2026, spoke about her platform to educate the community about the importance and need of blood donors.

Paul Kamas, Olive Street, Cocoa spoke about property taxes and his conversation with Dr. Stephanie Haridopolis who is the interim US Surgeon General about the drive to get children and adults off of electronics and encourage them to get outside.

Mr. Kamus also asked staff for an update on ad valorum and non-ad valorum tax rates. In response, Mayor Blake shared there is updated information on Cocoa's website.

City Manager Whitten reiterated the Mayor's comments. He added the Florida League of Cities will also be putting out information.

Anita Gibson, Stone Street, Cocoa, provided an address and shared that there are three mounds of furniture, bedding and other things, and asked for the city to get that taken care of. Mayor Blake responded they have also heard about it from other residents and they are addressing it.

V. Consent Agenda:

1. Approve FEMA's Contract Modification #3 for Fiske & Broadmoor Acres Drainage Improvements Project increasing the budget for Construction and extend the period of performance. (2026-415). (Public Works Director)

2. Approve Resolution 2026-039 and Release of Easements Agreements for Vacation of certain Utility Easements between the City of Cocoa and Fortenberry Apartments Venture, LP. (2026-422). (Utilities Director)

3. Approve the Change Order to Kimley-Horn Task Order # 2025-11.1 to Design and Permit London Ditch piping under the existing Continuing Services Agreement Q-23-01-COC for $13,800 for additional Stormwater analysis. Approve BAF # 26-068-T for $28,800. Approve the Project Contingency Resolution of $15,000 for a total project cost not to exceed $113,120. Authorize the City Manager to issue this and future change orders as approved within the total project cost. (2026-424). (Public Works Director)

4. Approve a Resolution Amending the FY 2026 budget, BAF 26-058-A, to cover the costs of the technical emergency declared at the February 19th special meeting. (2026-370). (Finance Director)

5. Approval of the requested Street Closure outside the CBD. (2026-428). (Communications & Economic Development Director)

6. Council Approval to accept the revised Victim of Crime Act (VOCA) grant award for FY26 of $107,616, project number GR2601, grant number VOCA-C-2025-City of Cocoa Police Department-00181, and Approve a Resolution Amending the FY26 Budget, BAF#26-070-A for $4,777.00. (2026-451). (Police Chief)

7. Approval of a multi-year purchase with Civic Plus for ADA document compliance software from Feb 11, 2026 - Sep 30, 2027. Authorize CM to execute related

agreements and amendments. (2026-438). (Communications & Economic Development Director)

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2026-2027 CDBG and HOME program funding. (2026-372). (Community Services Director)

Mayor Blake thanked staff and committee members for all their work on this item. He shared the value of getting the dollars to the agencies like Salvation Army, Aging Matters, Family Promise and Central Brevard Sharing Center.

Ms. Neuterman provided a presentation, adding that each agency will receive roughly $4,000. Agency representatives were present for questions.

Councilmember Koss asked about the Section 108 loan repayment and the amount of interest. Ms. Neuterman replied it would be paid about 2030 – 2031 and is mandated. Ms. Bowman added the interest rate is very low.

The representative of Aging Matters spoke about their mission and services they offer. Their Meals on Wheels program is very busy.

Tara Pagliarinni of Family Promise thanked staff and shared a recent story of a family that had just found a home. She added that the City's funding is helping the families.

Cindy Mitchell of Salvation Domestic Violence Center, serves domestic violence survivors providing basic needs, counseling, relocations, housing assistance and emergency shelters. Food is also purchased by the funds received and they feed over 300 survivors per year.

Mayor Blake asked about a new building under construction on their property. She replied it will be a mobile kitchen for emergency disasters.

Councilmember Koss asked how many beds were available, and she replied there were 26 beds as well as trundles, pack and plays, etc.

With $16,319.25 available funds to support public services, the committee's recommendations are as follows:

- Central Brevard Sharing Center $4,079.81
- Community Services Council $4,079.81
- Family Promise of Brevard - $4,079.81
- Salvation Army DV Shelter - $4,079.82

Mayor Blake opened the hearing up for public comment. There being no questions or comments, the public portion of the Hearing was closed and returned to Council.

* **MOTION by Councilmember Weeks; Seconded by Councilmember Hearn to approve as recommended by staff on the FY 2026-2027 CDBG and HOME program funding.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. 3600 Grissom Pkway Comp Plan Amendment. (POSTPONED) (2026-376). (Planner)

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed and returned to Council.

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve, postponing this item to the next meeting.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. M-2 ZTA Large-Scale Commercial Recreation Centers and Gym and Fitness - 3095 Grissom Pkwy-CORRECTED LEGAL ADVERTISEMENT. (2026-409). (Planner)

Attorney Garganese read the item stating this was the second reading. Ms. Webster added there had not been any changes since the first reading.

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed and returned to Council.

* **MOTION by Councilmember Hearn; Seconded by Councilmember Weeks to approve M-2 ZTA Large-Scale Commercial Recreation Centers and Gym and Fitness - 3095 Grissom Pkwy.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Uptown C-C Zoning Text Amendment to Add Optical Services (First Reading) (2026-418). (Planner)

Attorney Garganese read the item stating it was the first reading. Ms. Webster presented[1] the item sharing a couple of pictures showing the location. Ms. Stacy Sidwell is the owner of Freedom Optical on Forrest Avenue. She thanked staff and spoke about her business and the services she offers.

Mayor Blake opened the Hearing for public comment. There being no questions or comments, and the public portion of the Hearing was closed and returned to Council.

* **MOTION by Councilmember Koss; Seconded by Councilmember Hearn to approve on first reading of an Ordinance of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow for Optical Services as a permitted use in the Uptown Neighborhood (UN) Subdistrict of the Cocoa Waterfront Overlay District where the Underlying zoning category is Core-Commercial (C-C).**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Grissom Parkway 1.29 Ac Annexation (Second Reading, POSTPONE to date certain of July 14, 2026, Council Meeting at 65 Stone St, Cocoa, FL at 6 pm.) (2026-429). (Planner)

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed and returned to Council.

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to approve Postponing the Grissom Parkway 1.29 Ac Annexation (Second**

[1] Zoning Text Amendment Optical Services

Reading, POSTPONE to date certain of July 14, 2026, Council Meeting at 65 Stone St, Cocoa, FL at 6pm.)

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Consider the Appointment of JP Pauken and George Brown to fill two Regular Member vacancies on the Code Enforcement Board. (2026-457). (City Clerk).

* **MOTION by Deputy Mayor Goins; Seconded by Mayor Blake to approve George Brown for the seat through 2027 and JP Paukin to fill the seat to 2029 on the Code Enforcement Board.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Council Direction on the implementation approach of flood mitigation measures on North Indian River Drive near Dixon Boulevard. Council Direction on Shoreline Improvements at the North Indian River Drive and Dixon Boulevard Intersection. (2026-471). (City Manager/Public Works Director)

Mayor Blake introduced the item, adding this was at the request of Councilmember Koss at a previous meeting.

Ms. Morgan presented the item via a presentation[2]. She provided a detailed explanation as to the analysis performed of the problems at Dixon and Indian River Drive. The flooding issues are due to several sources, namely three; ground water rising, rainfall excess and the river itself. Each influences the flooding separately.

Ms. Morgan shared possible options and the pros and cons of each. Staff recommended the city engage a specialized engineering firm to perform an independent study, evaluate alternatives, identify effective solutions and then present

[2] Indian River Drive Flooding Assessment and Mitigation Strategies

those to council. She added the importance of a long-term solution as this has been a problem for a long time.

Councilmember Hearn added he agrees and is in favor of an evaluation. He would like staff to consider creating a public use area there for the public.

Councilmember Koss thanked Ms. Morgan for such a good, informative presentation. She asked about an area near there where there was work that was done on the shore. Director Morgan explained it was due to Hurricane damage on the road, and staff applied for an Emergency Permit through the Army Corps of Engineers.

Councilmember Koss elaborated and shared her thoughts on the areas affected. She asked about baffle boxes and agreed comprehensive solutions would be needed.

Councilmember Weeks thanked staff and asked if there had ever been a study done on the area and Ms. Morgan replied no.

Todd Riggs, Indian River Drive, Cocoa, spoke about the flooding, and thanked and complimented Ms. Morgan on the presentation. He asked council to keep the homeowners in mind and not favor the developer.

Bill Chatterton, Indian River Drive, Cocoa thanked staff and added additional information.

Pam Cormer, Indian River Circle, Cocoa, shared that this has been there since 1970 and as a younger person they did not have these flooding problems. She stated it began after the widening of US 1.

Councilmember Koss asked her to share the story about her backyard.

Ms. Cormer stated that the water was so high that the landscapers would not mow and her dogs could not go outside.

Mayor Blake asked Ms. Morgan if staff had a firm in mind. Ms. Morgan replied affirmatively and shared their experience.

Mayor Blake further asked Ms. Morgan about a couple of pictures in her presentation that showed a standard neoprene duckbill as compared to the newer stainless steel

inline valve. The first was eaten up, clogged with debris and vulnerable to marine growth.

Deputy Mayor Goins agreed to the need for a long-term solution and asked if the road would be raised or grading to yards. In response, Ms. Morgan explained that when the study comes back that will be discussed.

Mayor Blake asked about the length of the project. Ms. Morgan replied from the Dixon/ Indian River Drive intersection, it would go North about 500 feet and South about 1800 feet.

Councilmember Weeks mentioned expanding the road out and Ms. Morgan replied that would require a submerged land easement and would take many years.

Councilmember Hearn asked about funding for this project. City Manager Whitten mentioned 4.7 million for baffle boxes at this area and the application could possibly be refined to address this. He asked Ms. Morgan and Ms. Bowman about a possible piggyback or would it need a bid process. Ms. Morgan responded there was a piggyback. At that point it would be a budgetary item to address.

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn to approve engaging a specialized Engineer to prepare an independent study where Council can then evaluate the alternatives and the costs.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the Donation Application for Family Promise of Brevard in the amount of $1,000. (2026-503) (City Clerk).

* **MOTION by Mayor Blake; Seconded by Councilmember Koss to approve the Donation Application for Family Promise of Brevard in the amount of $1,000.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approval of Alternative Language for the Interlocal Agreement with Brevard County Public Schools to donate to Cocoa High School for Sports Improvements. (2026-492). (City Manager)

City Manager Whitten introduced the item and reminded Council at the May 19, 2026, budget meeting staff wanted to bring back language to go to the School Board. The School Board then came back with a counteroffer. Council was concerned with their offer stating that it could create liability for the City.

Deputy Mayor Goins stated he spoke with the principal and presented another draft. He outlined a process for the school and explained that this contract language would not change the way the school was currently processing these types of events with non-profits. He stated she seemed content with that, but it would have to go back to the school board for final approval. Discussion continued among council members about their concern for liability for the city. However, it was agreed that the proposed language by Deputy Mayor Goins would go to the school with a sentence added at the end of section 4.3 of the original draft presented them, that states the school will provide the city on a quarterly basis the 501 C3's that used the facility at no charge.

All agreed, however, discussion continued regarding process, and the benefits to the city. Deputy Mayor Goins stated it puts skin in the game for the school.

The Motion being requested is to allow the City Manager to go back to the table with the new language.

Additionally, Section 4.3 of the original draft states: *School Board Contribution. The School Board acknowledges that the intent of this Interlocal Agreement is to cooperatively invest in the Athletic Improvements to the Benefit of Cocoa residents, businesses and students. As such the School Board intends to share in the cost of the Athletic Improvements. The School Board will pay the difference between the City's Contribution of $150,000 and the total cost of the Athletic Improvements. The School Board will plan, design and manage the project. In addition, the School Board Agrees to waive its facility rental fees for the use of the Cocoa High School stadium and track at least four times per calendar year for a 501(c)(3) nonprofit organization to utilize such facilities. The facility rental fee waiver shall be offered on a first-come, first-served basis to non-profit organizations. The School Board may continue to enforce other requirements as are applicable to all renters pursuant to School Board policies, such as insurance obligations and security-related requirements, security deposits, or clean up fees.*

The new language being proposed is to add that Cocoa High School will send 2 quarterly reports to the City advising them of which 501(c)(3) organizations utilized their facility.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Hearn to approve the Alternative Language for the Interlocal Agreement with Brevard County Public Schools to donate to Cocoa High School for Sports Improvements as noted above.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve Resolution No. 2026-046 amending the City of Cocoa Building Permit Fee Schedule to comply with the requirements of House Bill 803 (2026), effective July 1, 2026. (2026-494). (Community Services Director)

Ms. Neuterman presented the item, explaining the need for the resolution. She shared the proposed changes per the HB 803 mandate (attached to Agenda). She added there should not be a large impact.

Councilmember Weeks asked, for example, if a homeowner built a fence, there would no longer be a permit? In response, Ms. Neuterman explained in a sense, but there would be a review by planning.

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve Resolution No. 2026-046 amending the City of Cocoa Building Permit Fee Schedule to comply with the requirements of House Bill 803 (2026), effective July 1, 2026.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approval of the multi-year Law Enforcement and Fire Dispatch Services Agreement with the Brevard County Sheriff's Office and approval of a BAF #26-074 for $70,000 to move dispatch equipment. (2026-495). (Business Systems & Innovation Director)

Mayor Blake introduced the item and passed it along to Ms. Humbert. She reviewed the agreement to transition to Unified Dispatch Services via a presentation[3]. This includes a one-time transition fee followed by 3 annual service costs. The savings to the city is approximately 13 million dollars per year. The contract term would be July 1, 2026, through September 30, 2029.

Mayor Blake asked about the employees who would be moving and Ms. Humbert shared as offered by the Sheriff's Office they would have FRS, better pay, keep their accruals and be able to continue using the City's health clinic until their insurance kicked in at the Sheriff's office.

City Manager Whitten added that they are still in discussions with the union about the details.

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve the Interlocal Agreement with the Brevard County Sheriff's Office and approval of a BAF #26-074 for $70,000 to move dispatch equipment.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve A Resolution Amending the FY2026 Budget Accepting the Bureau of Justice Assistance FY25 Bulletproof Partnership Grant, BAF#26-071-A-PD, in the amount of $12,902. Transfer the Match portion to the Grant Account Number for a total amount of $25,804 Project number GR2602. (2026-453). (Police Chief).

* **MOTION by Mayor Blake; Seconded by Councilmember Weeks to approve a Resolution Amending the FY2026 Budget Accepting the Bureau of Justice Assistance FY25 Bulletproof Partnership Grant, BAF#26-071-A-PD, in the amount of $12,902. Transfer the Match portion to the Grant Account Number for a total amount of $25,804 Project number GR2602.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

[3] City of Cocoa Law Enforcement & Fire Dispatch Services Agreement

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Council approval to apply for the Federal Emergency Management Agency (FEMA) - Staffing for Adequate Fire and Emergency Response (SAFER) Program. (2026-458). (Communications & Economic Development Director)

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss for approval to apply for the Federal Emergency Management Agency (FEMA) - Staffing for Adequate Fire and Emergency Response (SAFER) Program.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Council approval to apply for the FY26 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement - Support for Law Enforcement Agencies Program. (2026-454). (Police Chief)

* **MOTION by Mayor Blake; Seconded by Councilmember Weeks to apply for the FY26 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement - Support for Law Enforcement Agencies Program.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-491). (City Clerk)

X. Reports:

Chief Lamm reported there will be the Hurricane Bucket Event at the Joe Lee Smith Center on Saturday, from 9-12.

Ms. Senger reported the results from the mural using the 7 submitted names. She shared pictures of the draft mural which includes pictures of each of the 7 with a short bio on each person.

City Manager Whitten added that the families will be asked if the photos are acceptable or if they would prefer to use a different one.

City Manager Whitten reported that the City is waiting on 3 project funding requests from the state. One is for 2 million for the entry road at the train station, another is for the baffle boxes for 4.7 million, and the third is for $375,000 for Provost park.

Councilmember Koss reported about her tour of Coca Cola and spoke about Brevard Humane Society who is doubling their space and adding a commissary. She shared photos of the manatees at the intersection of Dixon and Indian River Drive.

Councilmember Hearn reported that he attended the Florida Training for Emergency Management.

Deputy Mayor Goins attended a KOP Fundraiser Breakfast for Thomas Cole and the young men in the program. Saving Our Sons works with young men who have a difficult life and mentors them including tying their ties. He also attended the Pillars of Hope graduation.

Councilmember Weeks shared photos where she attended the graduation at the on Clearlake Drive, participated in Meals on wheels and attended a League of Cities event.

Mayor Blake shared photos of an event at Endeavor with United Way giving out books to the students. He added Children's Hunger Project was also there. He shared photos of the Brevard's Got Talent event who raised money for the Humane Society.

XI. Adjournment:

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to adjourn the Regular meeting of June 9, 2026.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:00 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Lori Chabot, Recording Secretary

CITY COUNCIL MEETING

JUNE 9, 2026



COCOA
FLORIDA

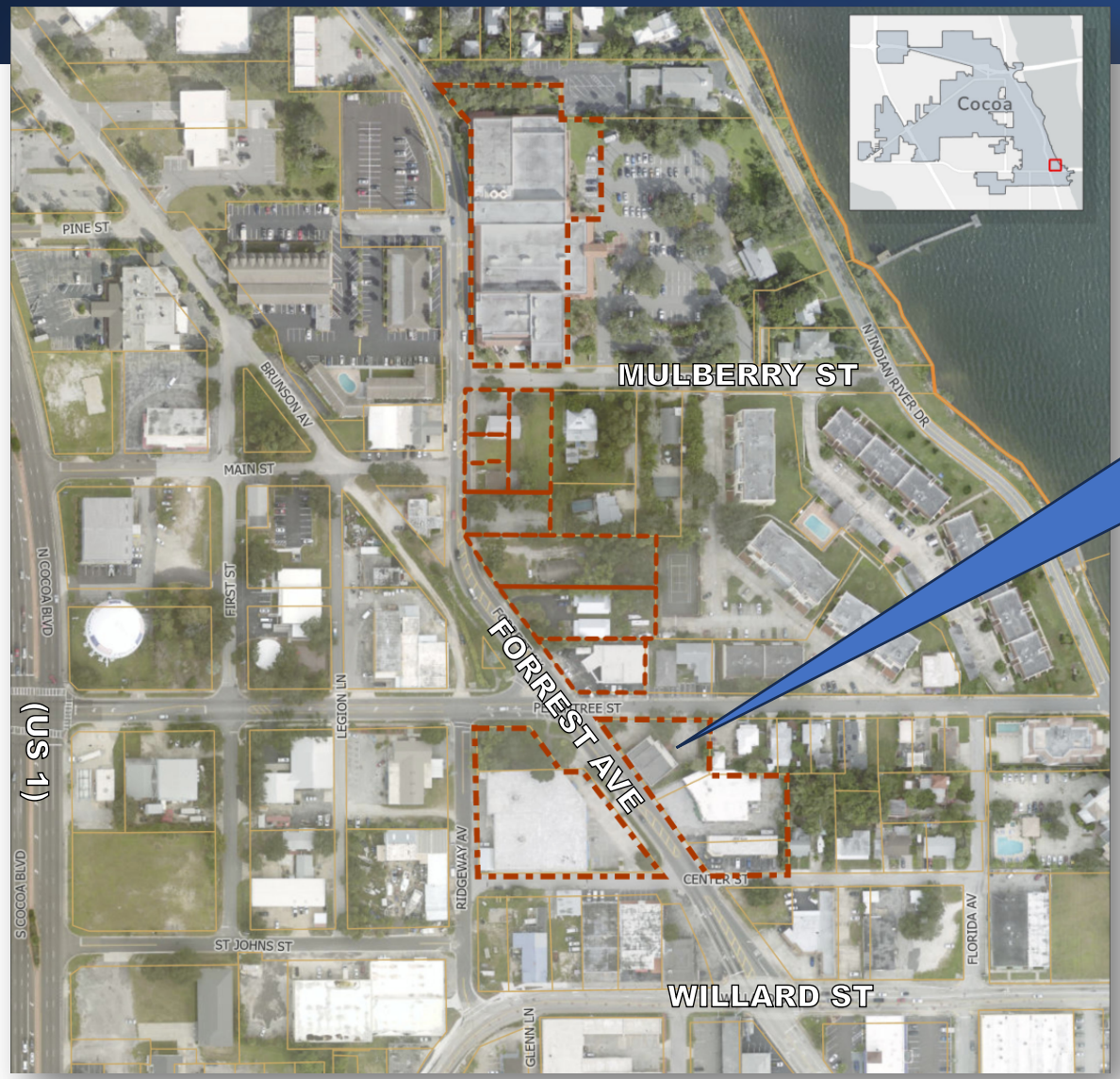
ORD 11-2026
ZONING TEXT AMENDMENT

COCOA
FLORIDA

Consideration on 1st Reading of an Ordinance of the City Council of the City of Cocoa; amending **Appendix A, Article XI, Section 22** of the Zoning Ordinance of the City of Cocoa to allow for **Optical Services** as a permitted use in the **Uptown Neighborhood** (UN) Subdistrict of the **Cocoa Waterfront Overlay District** where the underlying zoning category is **Core-Commercial** (C-C).

Zoning Text Amendment
Location Map

COCOA
FLORIDA



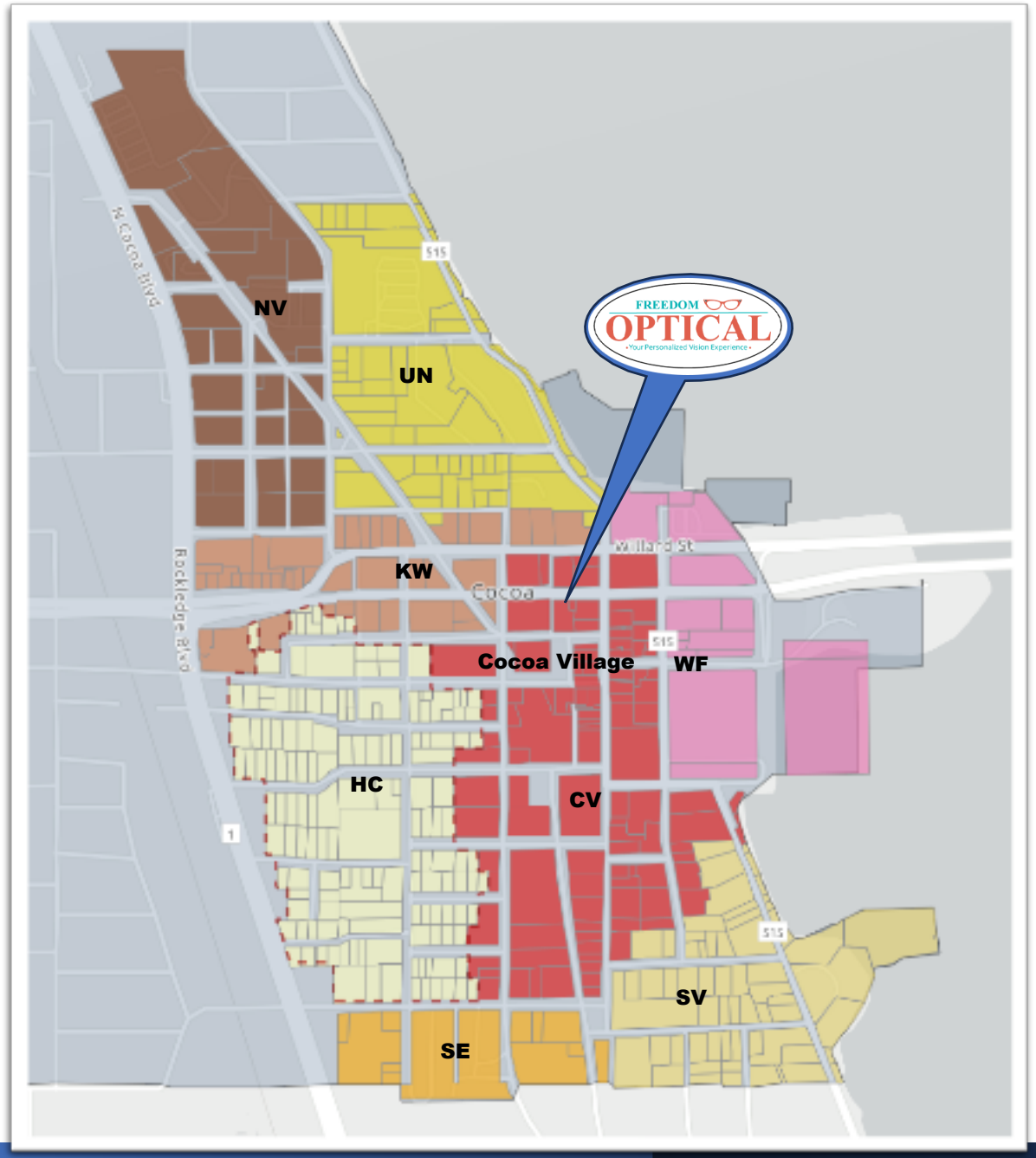
FREEDOM OPTICAL
•Your Personalized Vision Experience•

Applicant:

Stacie Sidwell, Owner

Freedom Optical, Inc.

120 Forrest Ave, 32922



Serving our community with P.R.I.D.E!

Zoning Text Amendment District Map

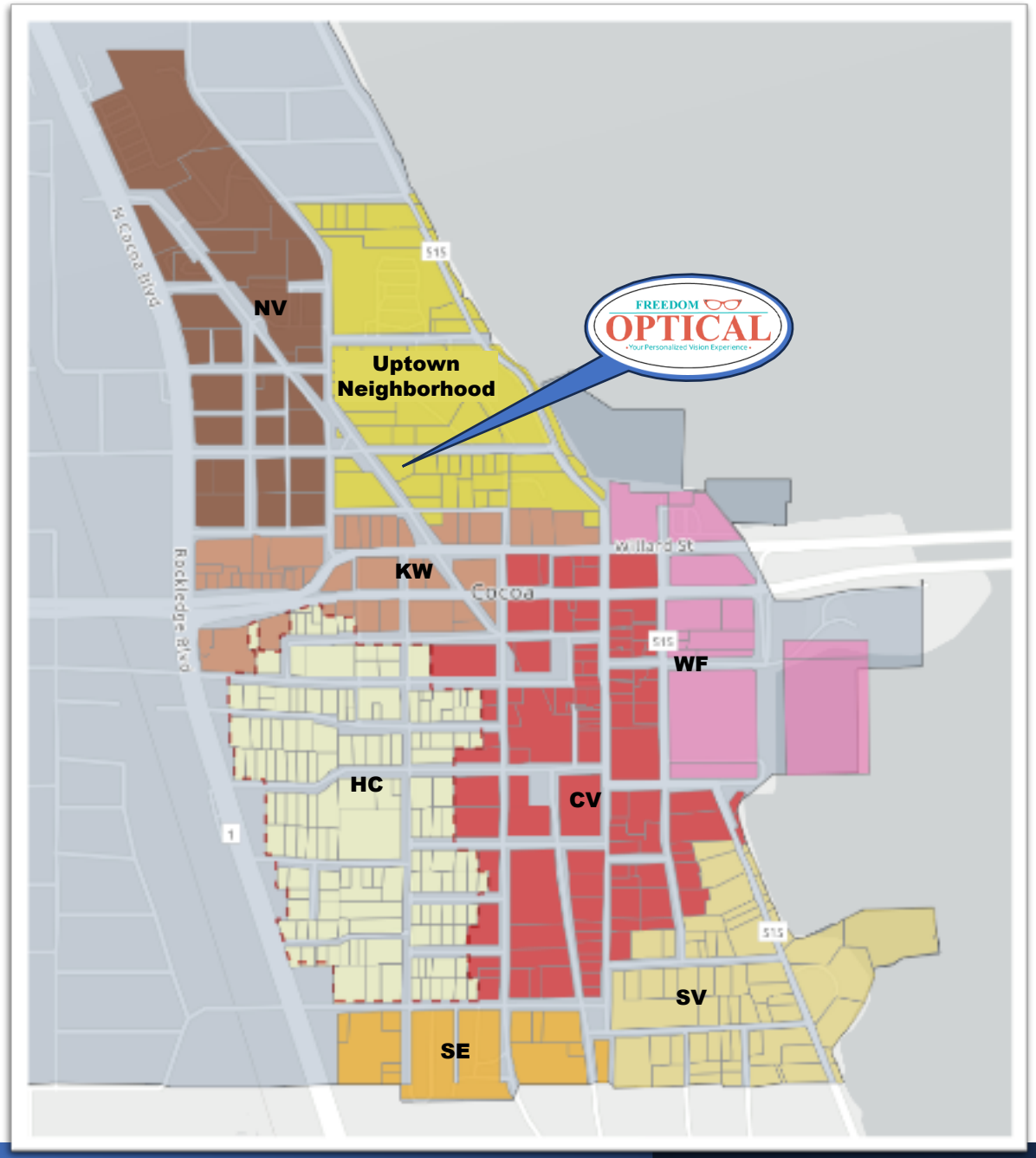
Cocoa Waterfront Districts

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)

Cocoa City Boundary

"Cocoa Village" is a Sub-District of the Cocoa Waterfront Overlay District and the Cocoa CRA.

"Optical Services" permitted.



Serving our community with P.R.I.D.E!

Zoning Text Amendment District Map

Cocoa Waterfront Districts

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
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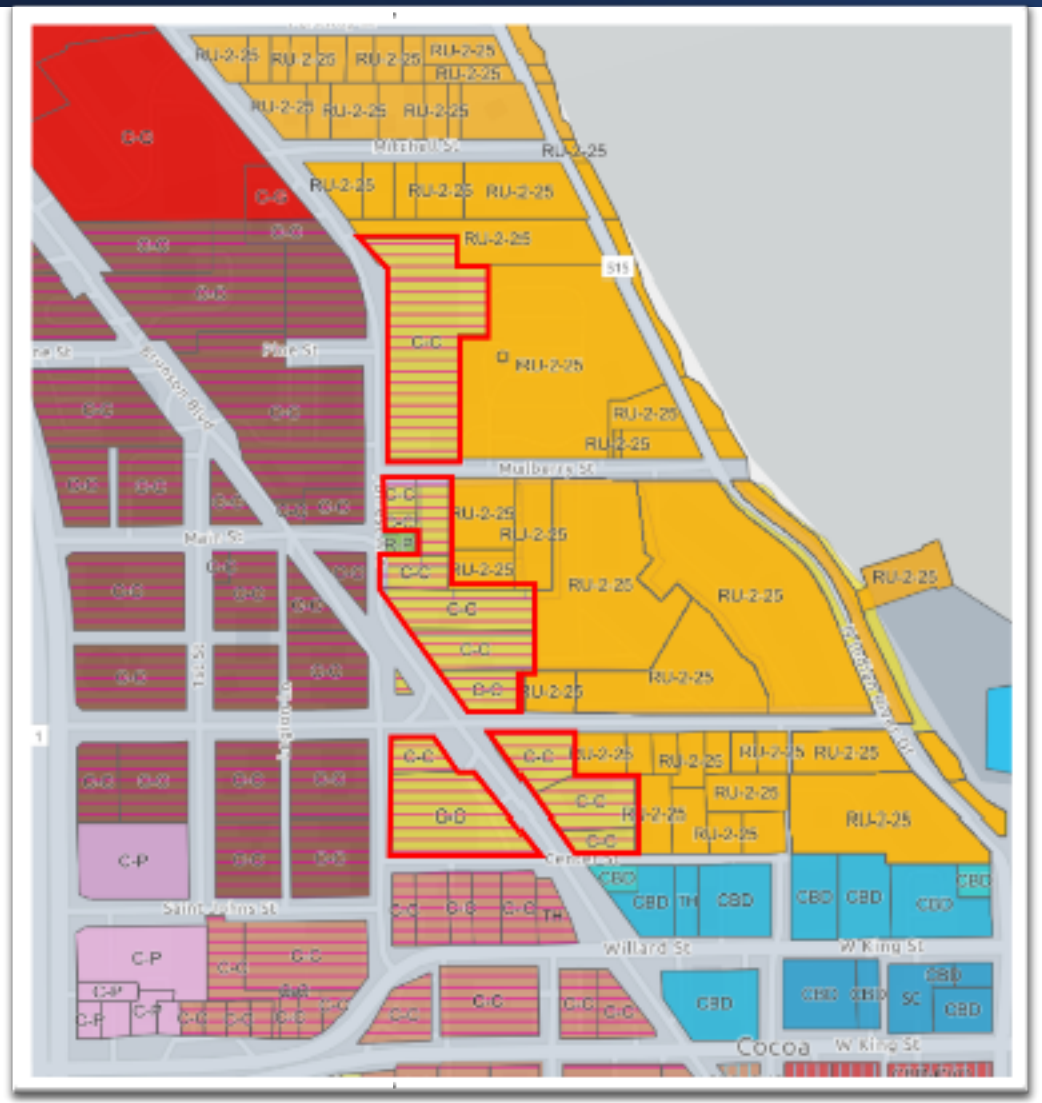
Cocoa City Boundary

The **Uptown Neighborhood** is a Sub-District of the Cocoa Waterfront Overlay District and the Cocoa CRA.

"Optical Services" not permitted.

Zoning Text Amendment
Zoning & FLU Map

COCOA
FLORIDA



Zoning

RU-2-25 - Multiple Family Dwelling

R-P - Residential Professional

C-R - Restricted Commercial

C-N - Neighborhood Commercial

CBD - Central Business

CBD-CVO - Central Business Cocoa Village Overlay

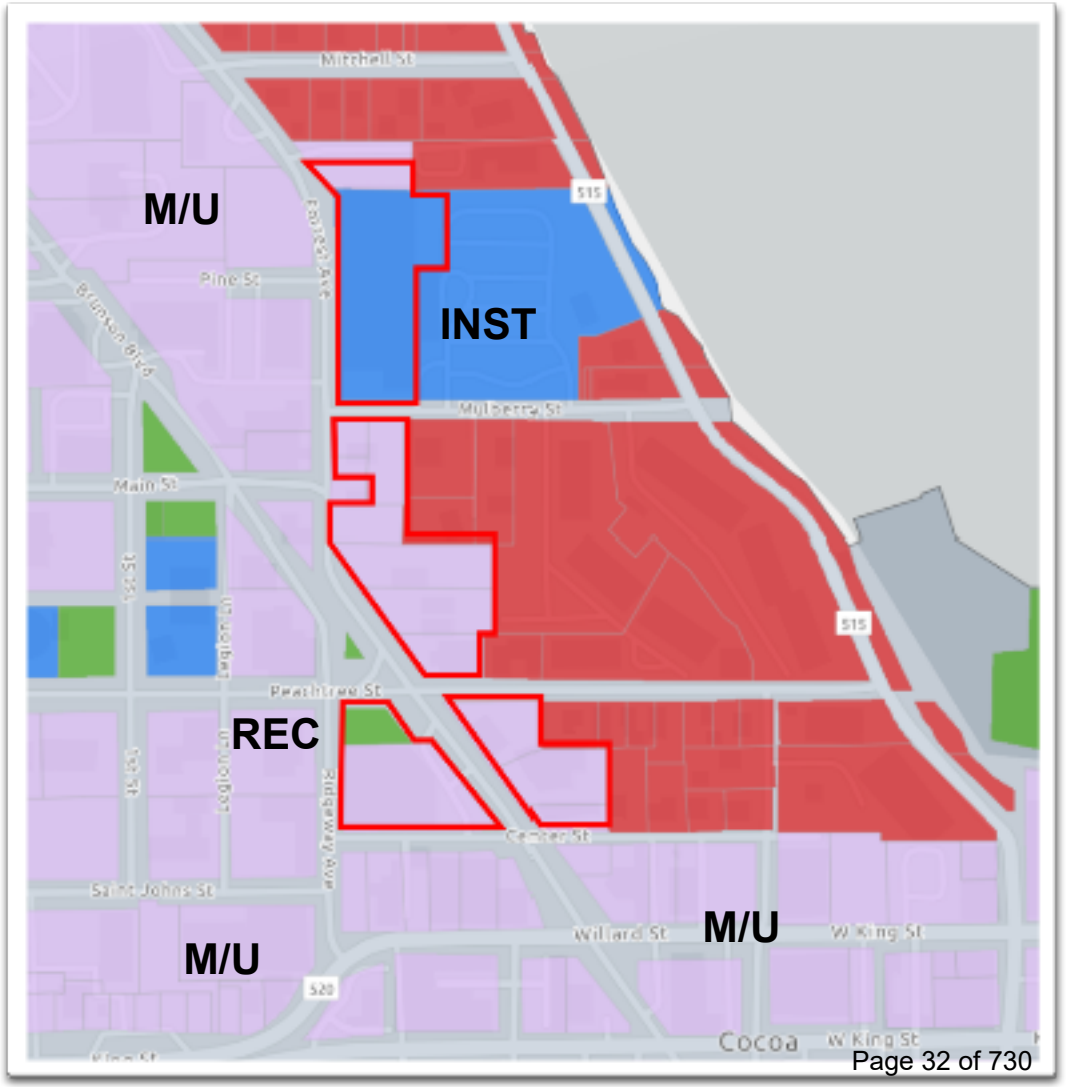
P-S - Professional, Offices and Services

C-P - Commercial Parkway

C-C - Core Commercial

C-G - General Commercial

C-W - Wholesale Commercial



Zoning Text Amendment
Summary of Code Revisions

COCOA
FLORIDA

Current

(F) Uses

"Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan"	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Optical services			P			P	P		P		P		P			P		

Revised

"Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan"	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Optical services			P	P		P	P		P		P		P			P		

Zoning Text Amendment
Surrounding Uses

COCOA
FLORIDA



- **Need and Justification for the Change:**
  - Consistent with compatible uses
    - Library, Contractor Offices, Real Estate Office, School, Retail & Residential
  - Underlying C-C zoning permits professional services, medical and dental clinics, and retail but excludes “optical services”.

Zoning Text Amendment
Zoning Analysis

COCOA
FLORIDA

- **Need and Justification for the Change (cont'd):**
  - North American Industry Classification System (NAICS) **Optical Goods Stores:** establishments primarily engaged in the retail sale and fitting of prescription eyeglasses and contact lenses, or optician services.
  - Freedom Optical Inc. is a hybrid of such retail and technical professional services.

Zoning Text Amendment
Zoning Analysis

COCOA
FLORIDA

- **Relationship to our Comprehensive Plan:**
  - The majority of the subject parcels are Mixed-Use FLU.
  - Core Commercial (C-C) is an **applicable zoning category** to the Mixed-Use Future land use.
  - **Expands the permitted** uses in UN/C-C to include professional neighborhood commercial-type activities.
  - This aligns with the Comprehensive Plan's goals to **support** surrounding residential & **accommodate** compatible commercial activities in designated areas.

Zoning Text Amendment
Comprehensive Plan Analysis

COCOA
FLORIDA

- **The proposed ordinance is consistent with the Goals, Objectives, and Policies of the City of Cocoa Comprehensive Plan with regard to:**

  - **Policy 1.1.2.6** **Mixed Use & Transitional Areas**
  - **Objective 1.1.4** **Redevelopment**
  - **Policy 1.1.4.4:** **Complement not Compete**
  - **Policy 1.1.4.12:** **Private Sector Coordination**
  - **Objective 1.1.10:** **Plan Implementation**
  - **Policy 1.1.10.7** **Consistency with Future Land Use**

Zoning Text Amendment Recommended Action

COCOA
FLORIDA

- Any new “optical service” business uses will be subject to
  - **Parking and parking area ratio** requirements
  - **Signage regulations** and permits (including digital LED), and
  - **all** other applicable **code requirements**.
  - (Minor Site Plan Amendment)

- **June 3, 2026** Planning and Zoning Board unanimously recommended APPROVAL.

- Staff requests that the City Council **APPROVE** this first reading of Ordinance 11-2026, to allow for Optical Services as a permitted use in the Uptown Neighborhood (UN) Subdistrict of the Cocoa Waterfront Overlay District where the underlying zoning district is Core-Commercial (C-C).

THANK YOU
~ ~ ~
QUESTIONS?

COCOA
FLORIDA

Indian River Drive Flooding Assessment and Mitigation Strategies

Evaluation of Tidal Backflow Prevention and Flood Reduction Alternatives

by: Abigail “Abby” Morgan, PE
Public Works Director / City Engineer

June 9, 2026



Immediate Concerns

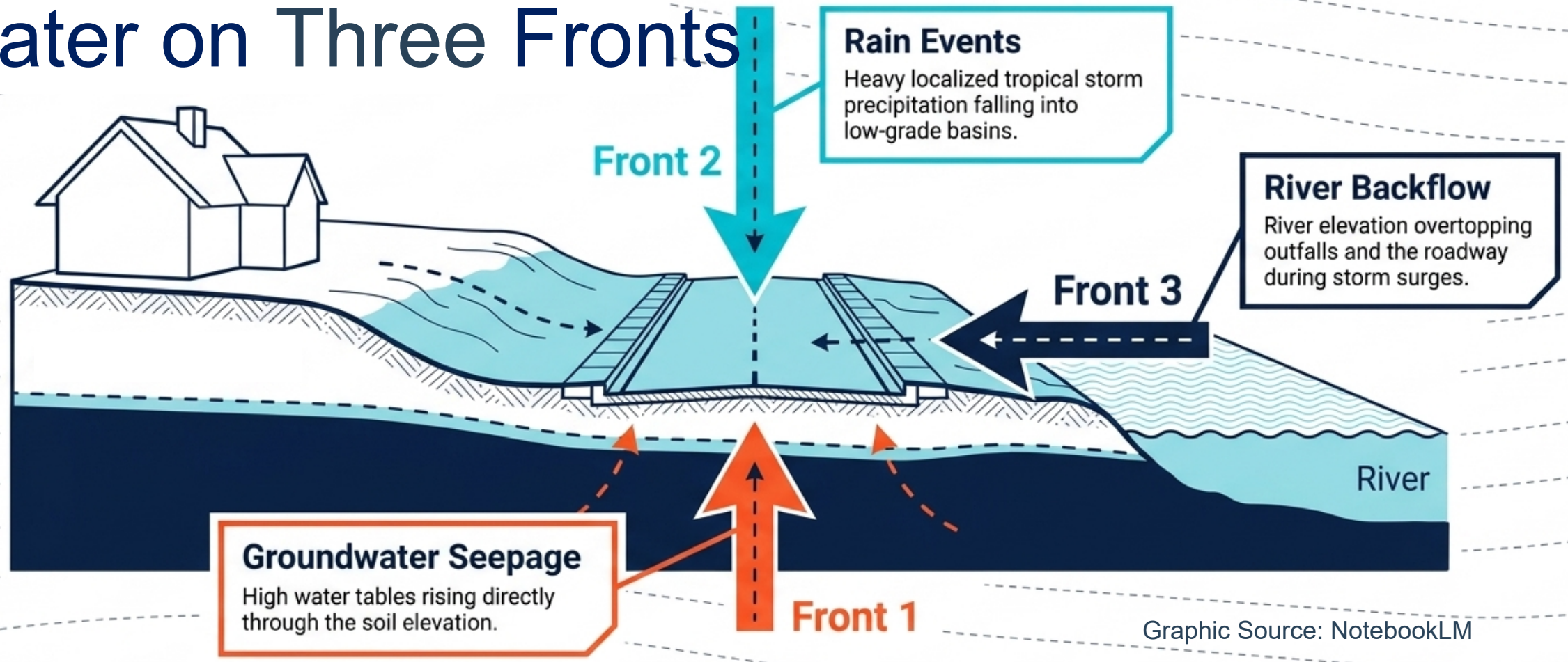
- Residents experience flooding along Indian River Drive during severe weather events.
- Emergency access may be impacted during flooding.
- Historic homes are particularly vulnerable.
- Identify opportunities to reduce flooding impacts before the upcoming storm season.

Existing Conditions

- Very flat coastal drainage system.
- Direct connection to Indian River Lagoon.
- Influenced by tides, rainfall, and storm surge.



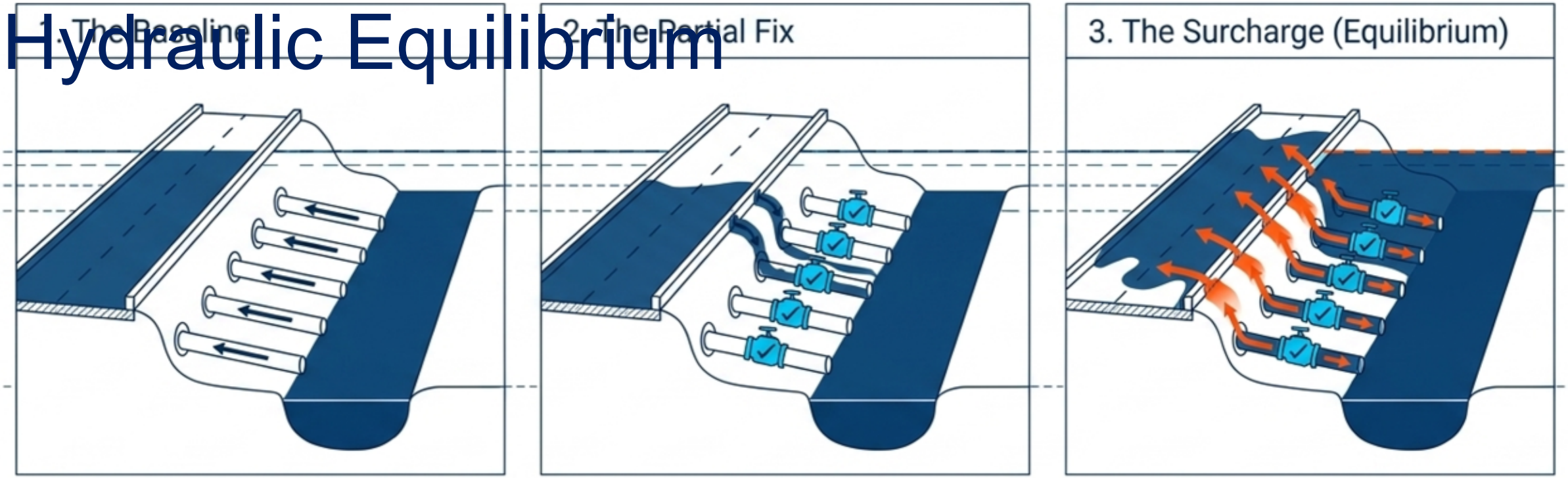
Diagnostic: Water on Three Fronts



Graphic Source: NotebookLM

Mitigation must manage three distinct hydraulic pressures simultaneously. Solving for only river backflow leaves two-thirds of the flooding equation active.

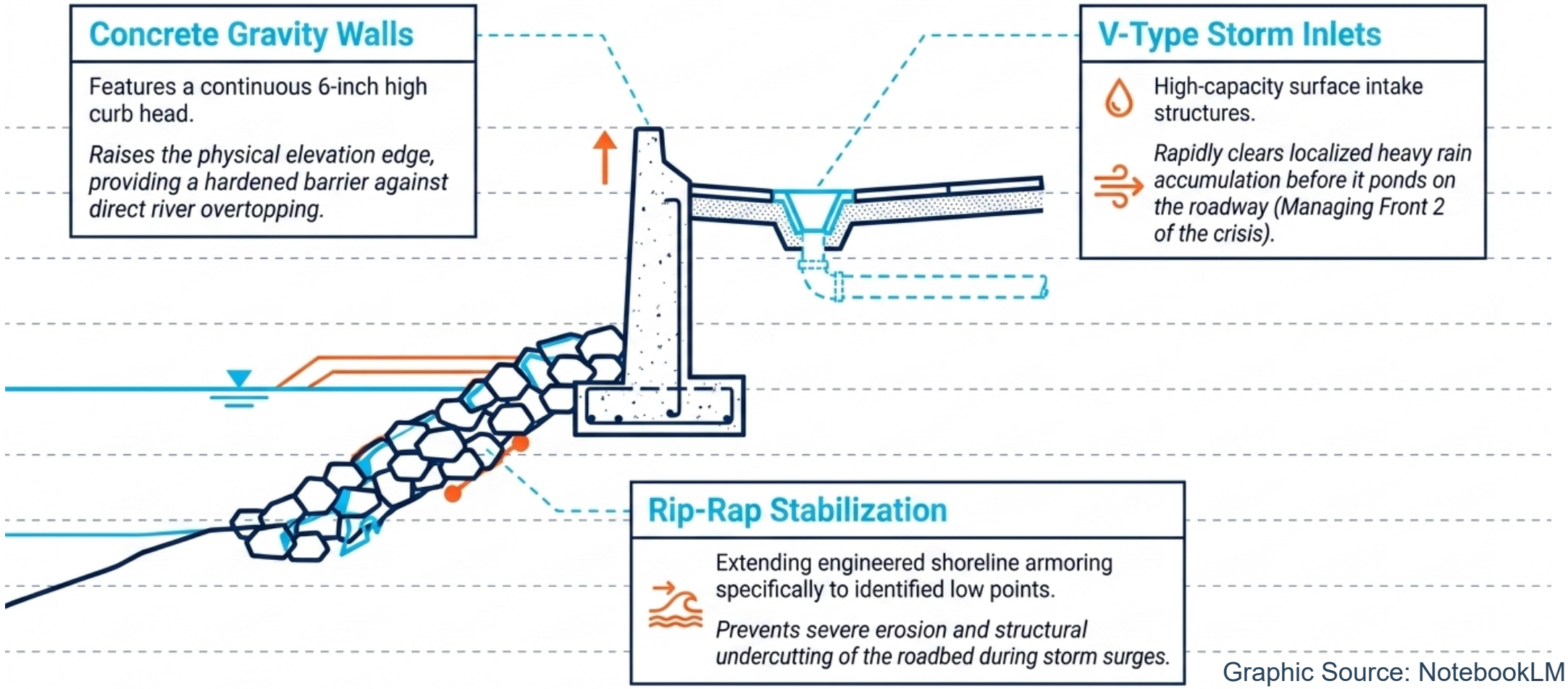
The Failure of Partial Mitigation: Hydraulic Equilibrium



If you do not address all outfalls simultaneously, the river will surcharge the lowest open pipe until hydraulic equilibrium is reached. Piecemeal installation provides zero net mitigation.

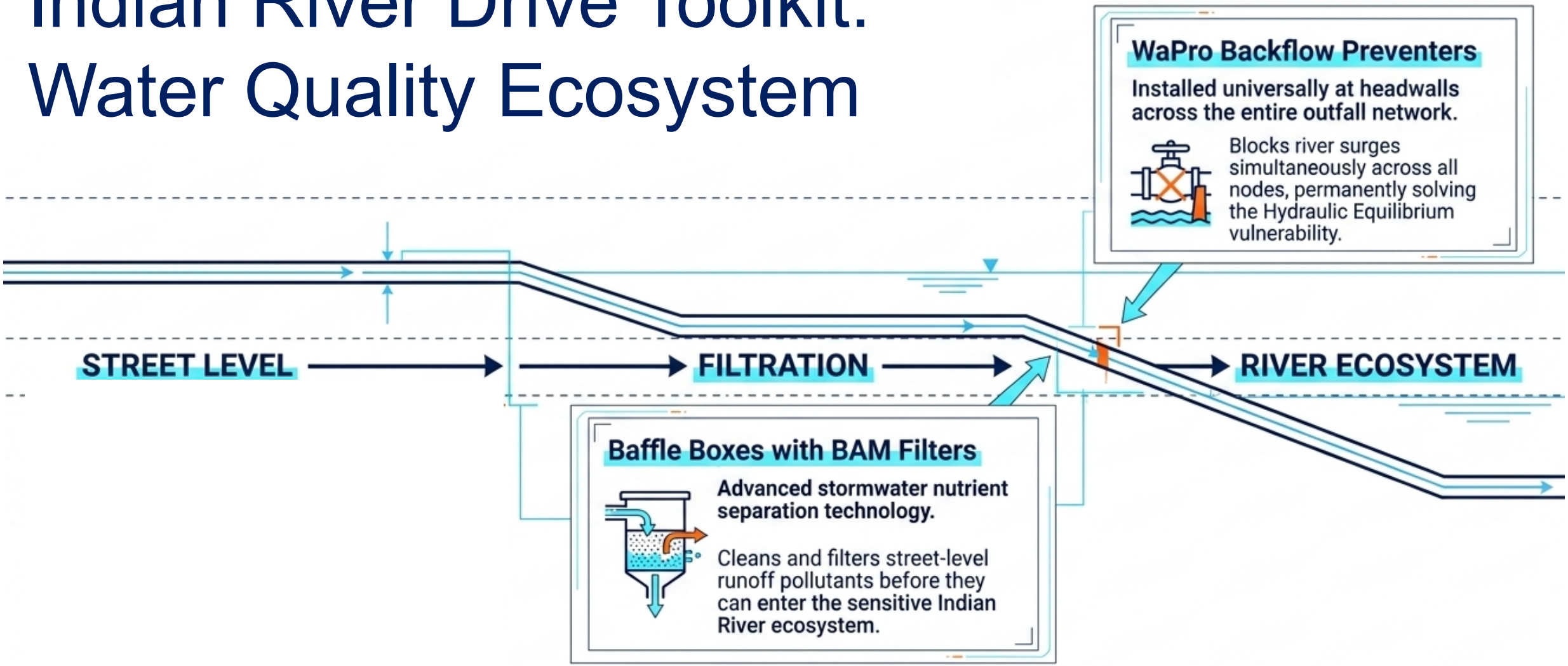
Made with NotebookLM

Indian River Drive Toolkit: Structural Edge Upgrades



Graphic Source: NotebookLM

Indian River Drive Toolkit: Water Quality Ecosystem



Graphic Source: NotebookLM

Indian River Drive Toolkit: Operations and Maintenance Considerations

Standard Neoprene Duckbill



- Highly vulnerable to severe marine growth.
- Flow resistance increases critically over time.
- Flexible moving parts easily wedged open by debris, causing failure.

Location: St. Pete Beach, Florida

Image Source: Brett Warner

Stainless Steel Inline Valve



- Stainless steel and neoprene hybrid construction.
- Engineered for minimal flow resistance.
- Shielded internal mechanisms heavily resist marine fouling.

Location: St. Pete Beach, Florida

Graphic Source: NotebookLM

The Mitigation Matrix

	Short-Term Duckbill Valves	Engineered Plan and Design
Upfront Cost & Timeline	**Low** (~$30k+). Immediate timeline.	**High** (Capital Budget). Phased timeline.
Flood Mitigation Effectiveness	**Low -** Relocates flooding to next pipe.	**Medium -** Mitigates corridor wide river intrusion.
Risk of Transferred Flooding	**High -** Guaranteed due to equilibrium principle.	**Low -** Eliminated by securing all 16 outfalls.
Operations and Maintenance	**High -** Marine growth creates high failure rate of Duckbill valves.	**Medium -** Valves protected by WaPro inline technology.

Hardening of Shoreline at Dixon Blvd

- Regulated shoreline and waters of the United States
- Requires approval from the following agencies:
  - U.S. Army Corps of Engineers (USACE)
  - Florida Department of Environmental Protection (FDEP)
  - St. Johns River Water Management District (SJRWMD)
- Process includes site assessment, development of construction limits, material selection and design, environmental review, and permit application and agency review.
- **Recommendation:** Consolidate the study and shoreline hardening evaluation into a single comprehensive option and eliminate the standalone shoreline hardening option.

Staff Recommendation

- Engage a specialized Engineering firm to perform an independent study.
- Evaluate alternatives.
- Identify effective solutions.
- Presentation of recommendations to Council.



Questions




COCOA
FLORIDA
PUBLIC WORKS DEPARTMENT
155 N. WILSON AVE.




COCOA
FLORIDA










COCOA
WELCOMES YOU



City of Cocoa Law Enforcement & Fire Dispatch Services Agreement

June 9, 2026

Cocoa City Council Meeting



Background & Purpose

Background

On May 19, 2026, the Council voted to approve transition of Cocoa Fire and Police Dispatch Operations to BCSO Unified Communication Center.

Purpose

Seek approval of the City of Cocoa Law Enforcement & Fire Dispatch Services Agreement

Services Provided

- 911 and non-emergency call intake
- EMS, Police, and Fire Dispatch Services
- FCIC/NCIC and teletype functions
- Dispatch technology and communications support

Financial Impacts

Contract Term

- July 1, 2026 – September 30, 2029 (39 months)

Year 1

- Annual dispatch fee discounted in exchange for transfer of dispatch assets/equipment.
- One-time transition and integration cost: **$70,000**
  - ❖ BAF #26-074

Annual Service Costs

Fiscal Year	Annual Cost
FY 2026/27	$180,000
FY 2027/28	$180,000
FY 2028/29	$189,000

Yearly Cost Savings

City of Cocoa

- Personnel Costs (Payroll) (budgeted) $1.4m/yr
- Operating costs (budgeted) $74k/yr
- **Total = $1,474,000.00 estimated at $1.5m/yr**

BSCO UCC

- BCSO Costs – Facility and Equipment maintenance $180,000/yr
  - State of the art facility, equipment, and training
- ***Total estimated savings if transition to UCC $ 1.3m/yr***

Technology Changes & Governance

Technology Changes

- Dispatch consoles and related equipment transferred to BCSO ownership.
- BCSO assumes responsibility for dispatch-related technology, maintenance, upgrades, licensing, and cybersecurity oversight.

Governance

- BCSO maintains operational control of the Unified Communications Center.
- Cocoa Police and Fire leadership retain operational coordination through regular review meetings and established escalation procedures.

Summary

- This agreement allows the City to transition dispatch operations to the Brevard County Sheriff's Office Unified Communications Center, providing regional coordination, technology support, and operational efficiencies while maintaining police, fire, and EMS response services for Cocoa residents.

Recommendation

- We recommend approval of the multi-year Law Enforcement and Fire Dispatch Services Agreement with the Brevard County Sheriff's Office and approval of BAF #26-074 for $70,000 to move dispatch equipment



THANK YOU


COCOA
FLORIDA
PUBLIC WORKS DEPARTMENT
155 N. WILSON AVE.




COCOA
FLORIDA










COCOA



Unified Dispatch

List of Cities in Brevard that transitioned to UCC

	City	Fire	Police
1	Cocoa Beach	Unified Dispatch	Unified Dispatch
2	Melbourne Village	Unified Dispatch	Unified Dispatch
3	Palm Shores	Unified Dispatch	Unified Dispatch
4	Cape Canaveral	Unified Dispatch	Unified Dispatch
5	West Melbourne	Unified Dispatch	Unified Dispatch
6	Malabar	Unified Dispatch	Unified Dispatch
7	Grant Valkaria	Unified Dispatch	Unified Dispatch
8	Canaveral Port Authority	Unified Dispatch	Unified Dispatch
9	Brevard County Fire Rescue	Unified Dispatch	Unified Dispatch
10	Indian Harbour Beach	Unified Dispatch	Unified Dispatch
11	Satellite Beach	Unified Dispatch	Unified Dispatch
12	Indialantic	Unified Dispatch	Unified Dispatch
13	Melbourne Beach	Unified Dispatch	Unified Dispatch
14	Palm Bay	Unified Dispatch	Palm Bay Dispatch
15	Rockledge	Unified Dispatch	Rockledge Dispatch
16	Melbourne	Melbourne Dispatch	Melbourne Dispatch
17	Titusville	Titusville Dispatch	Titusville Dispatch (Servers Linked)
18	Cocoa	Cocoa Dispatch	Cocoa Dispatch

CITY COUNCIL AGENDA ITEM

Memo Date:	August 19, 2026
Agenda Date:	August 25, 2026
File ID:	2026-729
Prepared By:	Breanna Earley, Assistant City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Proclaim the month of September as National Suicide Prevention Awareness Month .

BACKGROUND:
National Suicide Prevention Awareness Month.

PRIORITY AREA CONNECTION:
Economic and Community Development
Community Outreach and Engagement

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:

PROCLAMATION

WHEREAS, *September is designated as National Suicide Prevention Month, as recognized by the National Association of Mental Illness; and*

WHEREAS, *many health officials and community leaders locally, state and nationally, understand that mental illness is a significant issue of concern, particularly among our youth; and*

WHEREAS, *we realize that to address mental health issues requires more open and honest discussions about mental health; and*

WHEREAS, *one major hurdle is removing the stigma attached to mental health treatment and discussion; and*

WHEREAS, *individuals, businesses, organizations, public officials, and many others recognize the importance of emotional health.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim September 2025 as:*

"National Suicide Prevention Month"

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 25th day of August 2026.

_____

Mayor

ATTEST:

_____

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	August 21, 2026
Agenda Date:	August 25, 2026
File ID:	2026-746
Prepared By:	Monica Arsenault, City Clerk
Through:	James Goins, Councilmember
Requested Action:	Informational Only - Voluntary Prekindergarten (VPK) Day Proclamation.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:
Community Outreach and Engagement

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Informational Only - Voluntary Prekindergarten (VPK) Day Proclamation.

PROCLAMATION

WHEREAS, *the City of Cocoa recognizes that early childhood is the most critical period of brain development, laying the foundation for lifelong learning; and*

WHEREAS, *the Voluntary Prekindergarten (VPK) Education Program was established to ensure that every four-year-old in Florida has access to a free, high-quality early learning experience, regardless of family income; and*

WHEREAS, *participation in high-quality VPK programs has been shown to improve kindergarten readiness, including gains in early literacy, mathematics, attendance, and self-regulation; and*

WHEREAS, *increasing awareness and enrollment in VPK strengthens our community by supporting families, preparing children for academic success, contributing to increased rhigh school graduation rates, and building a more skilled and prosperous workforce; and*

WHEREAS, *the City of Cocoa is proud to be home to dedicated early learning educators and community partners who work each day to nurture, educate, and inspire our youngest residents; and*

WHEREAS, *it is in the best interest of our community to promote the availability, accessibility, and benefits of VPK so that all eligible children may enter kindergarten ready to succeed.*

NOW, THEREFORE, *I, Mr. Michael Blake, Mayor of the City of Cocoa, Florida, do hereby proclaim August 25, 2026 as:*

VOLUNTARY PREKINDERGARTEN (VPK) DAY

in the City of Cocoa, and encourage all residents to recognize the importance of Voluntary Prekindergarten (VPK), support Brevard Public Schools as well as other VPK providers, and take advantage of this free, high-quality early learning opportunity to ensure every child has a strong start toward lifelong success.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 25th day of August, 2026.

_____

Mayor

ATTEST:

_____

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	July 28, 2026
Agenda Date:	August 25, 2026
File ID:	2026-652
Prepared By:	Gail Bantugan, Leisure Services Manager
Through:	Samantha Senger, Communications & Economic Development Director
Requested Action:	Approve street closure request and time change

---

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

Original request approved 11/18/2025

City of Cocoa Fall Festival in the Village and HCVMS Golf Cart Parade, Saturday, October 31st, 2026 (12:00pm–9:00 pm)

Florida Ave: between Rosa L. Jones and Oleander Street (Rolling)
Oleander Street between Florida Avenue and Brevard Avenue
Brevard Avenue: between King Street and Rosa L. Jones
Rosa L. Jones: at the traffic Circle (Rolling)
Oak Street: Between Brevard Avenue and Riverside Drive (Rolling)
Riverside Drive: Between Oak Street and Church Street (Rolling)
Church Street: Between Riverside Drive and Brevard Avenue.
Delannoy Avenue: Between Derby Street and Harrison Street
Harrison Street: Between Riveredge Boulevard and Brevard Avenue
Derby Street: Between Brevard and Riverside Drive
Total Closure - One Day

Updated Request for time change

City of Cocoa Fall Festival in the Village, HCVMS Halloween Golf Cart Parade and the Village Idiot Halloween Street Party, Saturday, October 31st, 2026 (12:00pm–12:00am 11/1/2026)

Florida Ave: between Rosa L. Jones and Oleander Street (Rolling)
Oleander Street between Florida Avenue and Brevard Avenue
Brevard Avenue: between King Street and Rosa L. Jones
Rosa L. Jones: at the traffic Circle (Rolling)
Oak Street: Between Brevard Avenue and Riverside Drive (Rolling)
Riverside Drive: Between Oak Street and Church Street (Rolling)

Church Street: Between Riverside Drive and Brevard Avenue.
Delannoy Avenue: Between Derby Street and Harrison Street
Harrison Street: Between Riveredge Boulevard and Brevard Avenue
Derby Street: Between Brevard and Riverside Drive
Total Closure - One Day

New Request (outside the Central Business District)
River Road Coffee and Popsicles Coffee and Bake Festival, Saturday, October 3rd, 2026 6:30am-6:30pm
Rosa L. Jones between Florida Avenue and John Garren Lane
Total Closure - One Day

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:
Approval of street closures.

RECOMMENDED MOTION:
Approval of the time change request and approval of the new requests for street closures outside the Central Business District.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 29, 2026
Agenda Date:	August 25, 2026
File ID:	2026-653
Prepared By:	Lorraine Williams-Hubbard
Through:	Frank Palmieri, Superintendent John Walsh, Utilities Director
Requested Action:	Approve Change Order #1 to Purchase Order 84492 with Environmental Operating System, Inc. in the amount of $44,000.00 for additional Supplemental Carbon Micro-C, utilizing piggyback agreement No. Y22-170, increasing the total FY26 not-to-exceed amount to $116,000.00; and approve Budget Adjustment (BAF) 26-084-T.

BACKGROUND:

The Sellers Water Reclamation Plant (Sellers) is required by DEP's new regulations (AWT) to regulate nutrient removal before Sellers can discharge into St. Johns River. Micro-C Supplemental Carbon chemicals are used to control these nutrients.

Staff is requesting approval for additional funds to address unforeseen, critical testing required by DEP's new regulations (AWT). With approximately two months remaining in the current budget year, additional funding is necessary to ensure continuity of operations and to address any further unforeseen testing issues.

Staff recommends that City Council approve a cost increase for FY26 chemicals from $72,000.00 to a total not-to-exceed amount of $116,000.00. Staff further requests authorization to issue Change Order #1 to PO 84492 in the amount of $44,000.00 to fund chemical shortage and approval for BAF 26-084-T transferring the funding from various accounts.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No
If not budgeted, is amendment / transfer attached? Yes BAF 2026-084-T

Source/Use of Funds

Account Number	Amount
421-4120-536-31-00	($5,000)
421-4120-536-31-03	($10,000)
421-4120-536-34-00	($9,000)
421-4120-536-40-00	($4,000)

421-4120-536-44-00	($5,000)
421-4120-536-55-00	($11,000)
421-4120-536-52-09	$44,000

If a P.O. Change Order is involved, please complete the following:
Change Order Amount: $44,000
Original Purchase Order Amount: $72,000

For this Agenda Item note Prior Change Order Information: None
Total Number of change orders to date: 0
Total amount in change orders to date: $0

PREVIOUS ACTION:
No previous action has been taken.

RECOMMENDED MOTION:
Approve Change Order #1 to Purchase Order 84492 with Environmental Operating System, Inc. in the amount of $44,000.00 for additional Supplemental Carbon Micro-C, utilizing piggyback agreement No. Y22-170, increasing the total FY26 not-to-exceed amount to $116,000.00; and approve Budget Adjustment (BAF) 26-084-T.

CHANGE ORDER REQUEST FORM

SELECT CHANGE ORDER TYPE:

- [x] GENERAL
- [ ] CONSTRUCTION----------Assigned Project # Required:
- [ ] CONSTRUCTION CONTINGENCY----Resolution # Required:
  Amount Approved: _____ Balance Remaining:
- [ ] TASK ORDER ----------Assigned Task Order # Required:
- [ ] TASK ORDER AMENDMENT-------Amendment # Required:

Date: 07/30/26 **New Requ #:** 51767 **Change Requisition Number #** 1

Name of Requestor completing this form: L. Hubbard

Original Purchase Order Amount	$ 72,000.00
Change Order # 1 Amount	44,000.00
Change Order # 2 Amount	
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	$ 116,000.00

Vendor Name	Original Requisition Number	PO Number	Original PO Amount
Environmental Operating System	50754	84492	$ 72,000.00

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

- [ ] Correct Freight Cost
- [ ] Correct Unit Cost
- [ ] Correct Account
- [ ] Correct Qty. Ordered
- [ ] Add Line Item
- [ ] Cancel Line Item
- [x] Add Additional Money
- [ ] Add/Delete/Change Project #
- [ ] Liquidate Money
- [ ] Cancel Entire PO
- [ ] Other-Explain:

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

Original PO Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
2	44,000.00	sum	SUPPLEMENTAL CARBON-MICRO-C 250 GALLON	421-4120-536-52-09	DYCH22	1.0000	$ 44,000.00
			TOTES UNIT COST $1,974.19				$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #. **$ 44,000.00**

CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQUIRED

Date: *07/30/26* **New Requ #:** **51767** ***Change Requisition Number #*** **1**

Change Order Justification:

CHANGE ORDER TO ADD ADDITIONAL FUNDS TO PO #84492; AGENDA ITEM #2026-653, BAF #26-084-T, & COI ATTACHED IN LASERFICHE.

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

City of Cocoa Budget Adjustment Form FY2026- BAF 26-084-T

Select Adjustment Type: Budget Transfer | Requesting Department #: 4120 | Date Prepared: 8/3/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 5,000)	421-4120-536-31-00	WATER SEWER/PROFESSIONAL SERVICE	$ 5,500	$ 500	
($ 10,000)	421-4120-536-31-03	PROFESSIONAL SERVICES/ENGINEERING SERVICES	$ 14,461	$ 4,461	
($ 9,000)	421-4120-536-34-00	WATER SEWER/CONTRACT SERVICES	$ 11,691	$ 2,691	
($ 4,000)	421-4120-536-40-00	WATER SEWER/TRAVEL AND PER DIEM	$ 4,108	$ 108	
($ 5,000)	421-4120-536-44-00	WATER SEWER/RENTAL AND LEASES	6607	$ 1,607	
($ 11,000)	421-4120-536-55-00	WATER SEWER /TRAINING	$ 13,000	$ 2,000	
				$ 0	
				$ 0	
				$ 0	
($ 44,000) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 44,000	421-4120-536-52-09	OPERATING SUPPLIES/CHEMICALS	$ 24,534	$ 68,534	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 44,000 Total					

Reason/Justification for Adjustment:

Micro-C is a product Sellers is using to help us meet DEP's new regulations (AWT) for nutrients removal. With ongoing testing throughout the FY, we are having to use more Micro-C than anticipated. We will need this adjustment in order to continue this process until the end of current FY. Agenda ID #2026-653.

City Council Approval Needed? Yes: ◉ No: ○ **Date Approved:** **Resolution #:**

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Lorraine Hubbard — Digitally signed by Lorraine Hubbard DN: cn=Lorraine Hubbard, c=US, o=City of Cocoa, ou=Sellers, email=lwilliams-hubbard@cocoafl.org Date: 2026.08.03 14:36:46 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov Date: 2026.08.04 08:17:48 -04'00'
Finance Approval Signature

Finance Director's Signature

Katherine Ennis — Digitally signed by Katherine Ennis DN: cn=Katherine Ennis, ou=Utilities Date: 2026.08.03 15:14:25 -04'00'
Department Director's Signature

Christi Grant — Digitally signed by Christi Grant DN: cn=Christi Grant, ou=CH Date: 2026.08.04 09:05:56 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: | Entered By: | Group #:

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
Environmental Operating Solutions, Inc.
Piggyback Agreement No. Y22-170
Supplemental Carbon for Water Reclamation Facilities

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective September 12, 2024, by and between Board of County Commissioners Orange County and Environmental Operating Solutions, Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Supplemental Carbon for Water Reclamation Facilities as agreed upon under Piggyback Agreement Y22-170, made effective April 5, 2024, by and between the City of Cocoa and Environmental Operating Solutions, Inc. This renewal shall correspond with the renewal issued by the Board of County Commissioners Orange County, commencing on October 1, 2024, and expire on September 11, 2025.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

ENVIRONMENTAL OPERATING SOLUTIONS, INC	**CITY OF COCOA**
By: Samuel Ledwell	By: Stockton Whitten
(Print Name)	(Print Name)
President	**City Manager**
(Title)	(Title)
8/19/2024	8/20/2024
Signature / Date	Signature / Date

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Brentley Heimbecker, Chief Operator

City of Cocoa SEAL FLORIDA
Attested By: City Clerk

ORIGINAL

COCOA
FLORIDA

Finance Department Purchasing Division
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8775
FAX: (321) 433-8860
www.CocoaFL.gov

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
2nd AMENDMENT
Environmental Operating Solutions, Inc.
Piggyback Agreement No. Y22-170
Supplemental Carbon for Water Reclamation Facilities

This SECOND Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective September 12, 2025, by and between Board of County Commissioners Orange County and Environmental Operating Solutions, Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Supplemental Carbon for Water Reclamation Facilities as agreed upon under Piggyback Agreement Y22-170, made effective April 5, 2024, by and between the City of Cocoa and Environmental Operating Solutions, Inc. This renewal shall correspond with the renewal issued by the Board of County Commissioners Orange County, commencing on October 1, 2025, and expiring on September 11, 2026.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

ENVIRONMENTAL OPERATING SOLUTIONS, INC	**CITY OF COCOA**
Samuel Ledwell	Stockton Whitten
Print Name	Print Name
President	**City Manager**
Title	Title
9/21/25	9/24/2025
Signature / Date	Signature / Date

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Brentley Heimbecker, Chief Operator

Attested By: City Clerk

CONTRACT NO. Y22-170
Supplemental Carbon for Water Reclamation Facilities

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

   Orange County Utilities Department
   8100 Presidents Drive Suite D
   Orlando, FL 32809

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y22-170, Supplemental Carbon for Water Reclamation Facilities - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Environmental Operating Solutions, Inc. (EOSi)
(COMPANY NAME)

BY: _____ (Authorized Signatory

Samuel Ledwell (Name)

President (Title)

DATE: 5/18/2022

NOTICES: 53 Portside Drive (Address)

(Address)

Pocasset, MA 02559 (City, State Zip)

(508) 743-8440 (Phone)

samuel.ledwell@microc.com (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y22-170, Supplemental Carbon for the l Water Reclamation Facilities - Term Contract**.

B. This contract is effective September 12, 2022 and shall remain in effect through September 11, 2023.

C. The estimated contract award for the initial term of the contract is

$1,284,500.00.

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed as provided in the Invitation for Bids.

F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Carrie Mathes, MPA, CFCM, NIGP-CPP,
CPPO, C.P.M., CPPB, A.P.P.
Manager, Procurement Division

DATE: 9.8.2022

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

	ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION	Effective Date: September 12, 2025

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

AMENDMENT NO.3

CONTRACT #Y22-170
SUPPLEMENTAL CARBON FOR WATER RECLAMATION FACILITIES

By mutual agreement, the contract is changed as follows:

1. The Contract was executed in the amount of $1,284,500 for the base period.

2. This contract is hereby renewed for one (1) additional year period:
   9/12/2025 – 9/11/2026 in the amount of $1,352,450.05.

3. In accordance with changes in the **Producer Price Index,** all unit prices are increased by 5.29% from the initial contracted rates. The unit rates are changed as follows:

Description	Current Unit Rates	Increase, per PPI (5.29%)	New Unit Rates
Supplemental Carbon Bulk Delivery	$3.35	$0.177	$3.53
Supplemental Carbon Totes Delivery in 250 Gallon Totes	$1,875	$99.188	$1,974.19

4. The following Anti-Human Trafficking provision is hereby incorporated into the contract.

   ANTI-HUMAN TRAFFICKING

   In accordance with Section 787.06(13), Florida Statutes, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the County. The latest form is accessible on the County's Forms and Resources website (https://www.ocfl.net/vfr) or by emailing procurement@ocfl.net.

   A Human Trafficking Affidavit shall be required when (1) executing, (2) renewing, or (3) extending a contract.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

(1)

ENVIRONMENTAL OPERATING SOLUTIONS, INC.	**BOARD OF COUNTY COMMISSIONERS ORANGE COUNTY, FLORIDA**
By: _____	By: _____
Print Name: Samuel Ledwell	Print Name: Carrie Mathes
Title: President	Title: Procurement Manager, Procurement Division
Date: August 4,2025	Date: 8.4.2025

(2)

HUMAN TRAFFICKING AFFIDAVIT
CONTRACT # Y22-170

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as _____President_____ (Role) of _Environmental Operating Solutions, Inc. (Company).

3. Environmental Operating Solutions, Inc., (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

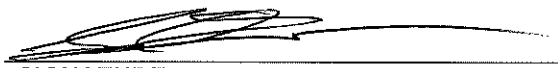
Under penalties of perjury, I _____Samuel Ledwell, President_____(Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

Environmental Operating Solutions, Inc

NAME OF BUSINESS ENTITY



SIGNATURE

Samuel Ledwell, President

TYPE NAME AND TITLE

August 4, 2025

DATE

BID RESPONSE FORM
IFB #Y22-170-RM

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QTY		UNIT PRICE		TOTAL ESTIMATED ANNUAL BID
1.	Supplemental Carbon Bulk Delivery	370,000 gallons	x	$3.35 Per gallon	=	$1,239,500
2.	Supplemental Carbon Totes Delivery in 250 Gallon Totes	24 Totes	x	$1,875 Per Tote	=	$45,000
				TOTAL ESTIMATED BID (LINES 1 AND 2)		$1,284,500

Environmental Operating Solutions, Inc. (EOSi)
Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Performance shall be not later than five (5) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Rebeca Malave, Contracting Agent, at Rebeca.Malave@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Environmental Operating Solutions, Inc. (EOSi)

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 03-0524670 D-U-N-S® # 113014190

53	Portside Drive	Pocasset
(Street No. or P.O. Box Number)	(Street Name)	(City)

Barnstable	MA	02559
(County)	(State)	(Zip Code)

Contact Person: Sam Ledwell

Phone Number: (508) 322-3077 Fax Number: (508) 743-8443

Email Address: samuel.ledwell@microc.com

EMERGENCY CONTACT

Emergency Contact Person: Evan Brown

Telephone Number: _____ Cell Phone Number: (336) 207-5616

Residence Telephone Number: _____ Email: evan.brown@microc.com

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date 5/12/2022 Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Samuel Ledwell	President	(508) 322-3077 / samuel.ledwell@microc.com



(Signature)

5/18/2022
(Date)

President
(Title)

Environmental Operating Solutions, Inc. (EOSi)
(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____	Sole Proprietorship	____	Partnership	____	Non-Profit
____	Joint Venture*	X	Corporation		

State of Incorporation: Delaware

Principal Place of Business (Florida Statute Chapter 607): Pocasset/Barnstable/MA
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 03-0524670

* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Environmental Operating Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
53 Portside Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Pocasset, MA 02559

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
0	3	-	0	5	2	4	6	7	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1-1-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Environmental Operating Solutions, Inc., 53 Portside Dr. Pocasset, MA 02559 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with Board of County Commissioners Orange County, FL, said contract being identified as: Supplemental Carbon for Water Reclamation Facilities, Contract No. Y22-170. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: see Exhibit "A" – original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Environmental Operating Solutions, Inc. The term of said agreement shall be for the period effective date of the City Manager signature through 09/11/2024, with renewal option of three (3) additional one-year periods.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor 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 Contractor or by anyone directly or indirectly employed by the Contractor.

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

2.2. E-Verify:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit (**Exhibit B**) in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

2.3. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.4. Venue:
Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.5. Dispute Resolution:
Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.6. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
Environmental Operating Solutions, Inc. Attn: Samuel Ledwell, President 53 Portside Drive Pocasset, MA 02559 Phone: 508-322-3077 Email: Samuel.ledwell@microc.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Environmental Operating Solutions, Inc.

Entered this _____ day of _____

Samuel Ledwell / President

(Print Name / Title)

(Signature)

4/5/2024

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

X No (Approved by City Manager)

CITY OF COCOA

By: _____

Date: 4/5/2024

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: N/A

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

SEAL

FLORIDA

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2759819

DATE (MM/DD/YYYY): 08/19/2025

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

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

PRODUCER LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 888-828-8365 **FAX (A/C, No):** **E-MAIL ADDRESS:** insperitycerts@locktonaffinity.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Indemnity Insurance Company of North America / 43575
INSURED **ENVIRONMENTAL OPERATING SOLUTIONS, INC.** **53 PORTSIDE DR** **POCASSET, MA 02559-1909**	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	C73910730	10/01/2025	10/01/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

WAIVER OF SUBROGATION IN FAVOR OF City of Cocoa WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

69058 - 585634 53 - 93 AUTOALL FOR AADC 328
City of Cocoa
375 N. Cocoa Blvd
Cocoa, FL 32922-4717

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Named Insured ENVIRONMENTAL OPERATING SOLUTIONS, INC. 53 PORTSIDE DR POCASSET, MA 02559-1909	Endorsement Number Policy Number Symbol: WLR Number: C73910730
Policy Period 10/01/2025 TO 10/01/2026	Effective Date of Endorsement 10/01/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

City of Cocoa

375 N. Cocoa Blvd

Cocoa, FL 32922

WAIVER OF SUBROGATION IN FAVOR OF City of Cocoa WHEN REQUIRED BY WRITTEN CONTRACT.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Patti D. Ofarrell

Authorized Agent

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CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _Environmental Operating Solutions, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _Environmental Operating Solutions, Inc. proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: ____Samuel Ledwell

Date: _____4/5/2024_____

STATE OF Massachusetts

COUNTY OF Barnstable

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _5th day of April 2024, by Samuel Ledwell of Environmental Operating Solutions, Inc. , a _Delaware corporation, on behalf of the corporation. He/she is personally known to me.

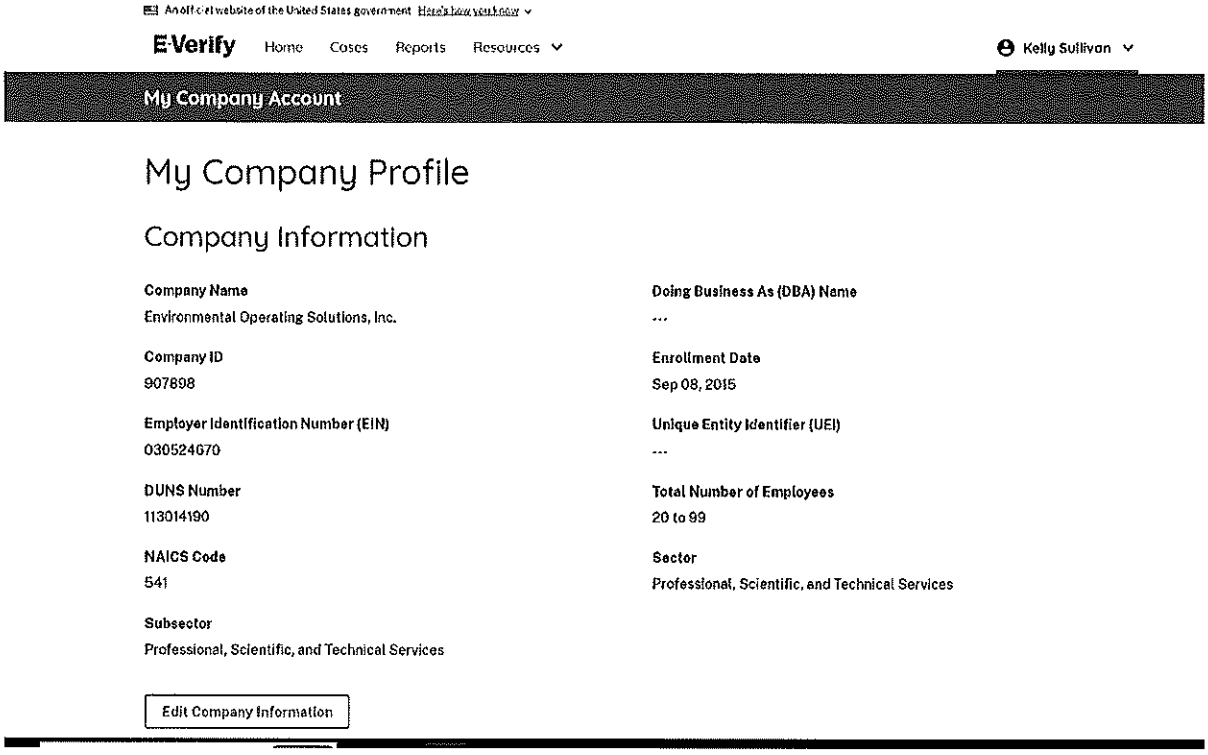
[Notary Seal] Notary Public

Valerie Massi

Name typed, printed or stamped

My Commission Expires: 5/10/24

VALERIE MASSI
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
May 10, 2024


An official website of the United States government Here's how you know
E-Verify
Home
Cases
Reports
Resources
Kelly Sullivan
My Company Account
My Company Profile
Company Information
Company Name
Environmental Operating Solutions, Inc.
Doing Business As (DBA) Name

Company ID
907898
Enrollment Date
Sep 08, 2015
Employer Identification Number (EIN)
030524070
Unique Entity Identifier (UEI)

DUNS Number
113014190
Total Number of Employees
20 to 99
NAICS Code
541
Sector
Professional, Scientific, and Technical Services
Subsector
Professional, Scientific, and Technical Services
Edit Company Information

CITY COUNCIL AGENDA ITEM

Memo Date:	July 31, 2026
Agenda Date:	August 25, 2026
File ID:	2026-674
Prepared By:	Lisa McCrory
Through:	Rebecca Bowman, Finance Director
Requested Action:	Approve multi-year contracts with **Five9 Telecommunications** (annual amount of **$33,660.00**; 5-year total of **$168,300.00**) and **Verteks Consulting, Inc.** (annual amount of **$32,256.00**; 5-year total of **$161,280.00**) for a combined total annual cost of **$65,916.00** (5-year cumulative total of **$329,580.00**) for the Utility Customer Service cloud-based call center platform; approve a Resolution waiving competitive bidding under the Standardization Purchase exception; and authorize the City Manager to execute the multi-year agreements from FY 2027 through FY 2031.

BACKGROUND:

Since 2018, the City of Cocoa Utility Customer Service Division has utilized a cloud-based contact center platform to support inbound and outbound communication for nearly 90,000 utility contacts across the service area. Initial platform setup, programming, and agent activation costs were fully satisfied in 2018.

The Five9 platform, supported by Verteks Consulting, Inc., provides essential call center functionality, including call activity management, direct inward dial (DID) lines, and compliant retention of call recordings. Key operational benefits include:

- **Proven Reliability & Continuity:** The platform delivers 24/7 support and uninterrupted service. This resilience was demonstrated during the 2020 City Hall closure and during a recent citywide technical outage, during which Customer Service maintained full operational capabilities—including call handling, reporting, and recording—without additional cost.
- **Fiscal & Operational Efficiency:** Maintaining the existing platform avoids substantial sunk-cost losses and eliminates setup fees, programming costs, new software licensing, and staff retraining expenses associated with migrating to a new vendor.
- **Standardization Request:** Standardizing on this system preserves critical operational continuity and technical infrastructure.
- **Locked Pricing:** Both vendors have provided quotes locking in current rates for a 3-year term with a 2-year renewal option, ensuring no price increases through

FY 2031

Vendor	Description	Annual Cost	5-Year Total
Verteks Consulting, Inc.	Cloud-Based Platform Subscription & Extended Storage	$32,256.00	$161,280.00
Five9 Telecommunications	Direct Dial Lines & Per-Minute Usage	$33,660.00	$168,300.00
Total Annual / Overall Cost		**$65,916.00**	**$329,580.00**

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
Budgeted - Funding subject to adoption

Verteks Consulting (Five Years)
FY2027 through FY2031
Cloud Based Platform, Subscription with Extended Storage
Source/Use of Funds
Account Number 001-1509-513.56-15 Amount $32,256.00 (Annually)

Five9 Telecommunications (Five Years)
FY2027 through FY2031
Direct Dial Line and Per Minute Usage
Source/Use of Funds
Account Number 001-1509-513.56-15 Amount $33,660.00 (Annually)

PREVIOUS ACTION:
Council approved the contact center platform in January 2018 and VOIP usage in May 2018. Exemption to competitive purchase approved: reason Standardization purchase.

RECOMMENDED MOTION:
Approve multi-year contracts with **Five9 Telecommunications** (annual amount of

$33,660.00; 5-year total of **$168,300.00**) and **Verteks Consulting, Inc.** (annual amount of **$32,256.00**; 5-year total of **$161,280.00**) for a combined total annual cost of **$65,916.00** (5-year cumulative total of **$329,580.00**) for the Utility Customer Service cloud-based call center platform; approve a Resolution waiving competitive bidding under the Standardization Purchase exception; and authorize the City Manager to execute the multi-year agreements from FY 2027 through FY 2031.

Docusign Envelope ID: 385237 3D-46EC-8CC2-8066-288A164150FC

City of Cocoa (thru Verteks)
111852

Account Executive: Customer Success Associate
Email: customerrequests@five9.com
Phone:

Five9 Renewal Order - Q-432254

City of Cocoa (thru Verteks) – 111852 **Expires on August 26, 2026**

This Renewal Order for Customer's Service Order(s) for the Domain Number listed above, collectively with the Five9 Telecommunications Agreement dated May 22, 2018, its addenda, and any associated co-terminus Change Order(s) (the "Agreement") is entered into by and between Five9, Inc. ("Five9") and Customer named below. This Renewal Order is subject to the terms and conditions of the Agreement, in the event of any conflict between this Renewal Order and the Agreement, this Renewal Order will control. For the avoidance of doubt, if there are terms and conditions in the Agreement regarding subjects on which this Renewal Order is silent, such silence will not constitute a conflict and the terms and conditions in the Agreement will control.

Billing Contact
Accounts Payable

accountspayable@cocoafl.gov

Business Contact
Lisa McCrory
321 433 8420
lmccrory@cocoafl.gov

Company Address
65 Stone St
Cocoa FL 32922
United States

Primary Contact Center Address
65 Stone St
Cocoa Florida 32922-7982
United States

While Five9 understands Customer may have agents in multiple locations, we **require that a single location/address be designated** as the primary contact center. This address will be used for sourcing taxes.

Initial _____.

In Process

Renewal Term	Renewal Period
36 Months	**10/1/2026-9/30/2029**

Order Summary – *Itemized services details are set forth on the following page(s)*

Service Type	Invoiced	Order Totals
Subscription Services		**$5.00**
Existing Subscription Services	Monthly in Advance	$5.00

Acceptance of Order

City of Cocoa

By:

Name:

Title:

Date:

Five9, Inc.

By: Signed by: Blake Nelson 4C3BDEFECB2945B...

Name: Blake Nelson

Title: SVP, GTM Operations

Date: 7/27/2026 | 16:44 PDT

Docusign Envelope ID: 385237 3D-46EC-8CC2-8066-288A164150FC

Services

SKU	Existing Subscription Services	Measurement	Quantity	List	Unit	Monthly
200-0075	US DID	Number	1	$0.00	$5.00	$5.00
					Total:	**$5.00**

Subscription Minimum Commitment below for this Renewal Order, calculated as 75% of the monetary total above, applies for the duration of the Renewal Term and any subsequent Renewal Terms. Reductions (as permitted down to Minimum Commitment) require a minimum of thirty (30) days advance written notice.

Monthly Subscription Minimum Commitment **$3.75**

Renewal Order Terms

All prices are in U.S. Dollars and are exclusive of any taxes to which Reseller may be subject.

This Renewal Order shall automatically renew for additional 24-month periods unless Customer provides advance written notice of non-renewal at least thirty (30) days prior to the start of the applicable Renewal Term.

Any changes to pricing or reductions in services in this Renewal Service Order shall become effective on the later of the renewal term start date or the date when Customer signs this Renewal Service Order. Customer agrees that no retroactive credits shall be issued as a result of such price changes or service reductions.

In Process

Docusign Envelope ID: 385237 3D-46EC-8CC2-8066-288A164150FC

Five9 Exhibit: Telecommunications Usage Service

Local and Long Distance Rate Tables

Communication Charges: Local, long distance, and any related surcharges, taxes or fees shall be billed monthly. Charges accrue on a call-by-call basis. Customer is responsible for any call activity incurred through its account. Local and long distance charges are computed and billed based upon the Automatic Number Identification (ANI) as the calling number and the Dialed Number Identification Service (DNIS) as the called number (e.g. calls with an ANI and DNIS in the same continental USA state are rated as Intrastate calls, and calls with an ANI and DNIS in different continental USA states are rated as Interstate calls) and Pacific Standard/Daylight Time as the originating time for each call.

All connections to the Five9 service via "PSTN mode" (call generated from the Five9 service to initiate the connection with an Agent, Supervisor, or Administrator over the Public Switched Telephone Network), rather than a dedicated route utilizing the Customer's MPLS or Internet service, are billed as an outbound call for the entire connection time and can substantially increase the bill. All calls, whether outbound or inbound, are billed based on carrier connection made, regardless of agent connection to the call. All inbound calls, whether to toll free numbers or area code specific DIDs are subject to the rates shown, unless otherwise specified.

Any call to (xxx) 555-xxxx is billed as Directory Assistance.

Rate Lookup feature is available in Administrator role. Reporting of detailed call records is available in the Administrator or Supervisor portion of the Five9 platform/service.

Rate Plan	Rate Plan Unit Price	Initial/Subsequent Billing Increments (Seconds)
Interstate - Outbound	$0.0100	6-6
Intrastate - Outbound	$0.0100	6-6
Alaska - Outbound	$0.1170	6-6
Hawaii - Outbound	$0.0816	6-6
Canada - Outbound	$0.0160	30-6
Toll Free - Outbound	$0.0140	6-6
Interstate - Inbound	$0.0100	6-6
Intrastate - Inbound	$0.0100	6-6
Alaska - Inbound	$0.1936	6-6
Hawaii - Inbound	$0.0325	6-6
Canada - Inbound	$0.0394	30-6
Other International	Current List Price	Current List Price
Directory Assistance	$1.0000	60-60

In Process

Notes: All rates are quoted in U.S. Dollars per minute and subject to change with 30 day notice; reduction in rates may occur without notice.

Billing may include applicable taxes and surcharges relating to the cost of applicable surcharges, tariffs, and other fees including, but not limited to, Federal Universal Service Fund contribution (USF), Federal Telecommunication Relay Service surcharge (TRS), Federal Regulatory Recovery, Federal Local Number Portability charge (LNP), North American Number Portability fee (NANP), and other Federal, State, and carrier fees, and Five9 compliance costs.

Outbound International calling may be blocked without notice. Upon written request via completion of the International Call Blocking form, Five9 may in its sole discretion un-block any of the affected areas.

VERTEKS
CONSULTING
VOICE & DATA NETWORKS

Verteks Consulting, Inc.
Voice and Data Networks
Phone: (352) 401-0909
Fax: (352) 401-0903
Web: www.verteks.com

QUOTE

Date	Quote #
07/28/26	VCIQ24720-03

Customer: City of Cocoa
Jeremy Vazquez
65 Stone Street
Cocoa, FL 32922
United States

Phone: (321) 433-8400
Fax: (321) 433-8408
E-Mail: jvazquez@cocoafl.org

Five9 Cloud Contact Center Subscription Renewal

Renewal Term: 36 Months (October 1, 2026 to September 30, 2029)
Optional Renewal Period: 24 Months (October 1, 2029 to September 30, 2031)
Billing Frequency: Monthly

Terms	Rep	P.O. Number	Ship Via
Billed Monthly	Don		

Qty	Description	Unit Price	Ext. Price
1	**Monthly Recurring Charges - Total Estimate for 3 Years: $96,768 ($32,256 Annually)** **(16) VCC Agent Seat - Blended** **(16) Agent Desktop Plus Option** **(42) SoftPhone IDs Subscription** **(16) Geopgraphic Redundancy Option Subscription** **(3) Supervisor Subscription** **Administrator Subscription** **(16) 100% Recording Subscription** **(16) Extended Call Logs** **(16) Extended Recording Storage - 150 days**	$2,688.00	$2,688.00

SubTotal	$2,688.00
Sales Tax	$0.00
Shipping	$0.00
Total	**$2,688.00**

Please contact me if I can be of further assistance.

All invoices/statements/bills shall be due when rendered. Any amounts remaining unpaid after thirty (30) days from the date of the invoices/statements/bills shall bear interest at the highest lawful rate from the date of the invoices/statements/bills, including postjudgment, until paid in full. In the event this account is referred to an attorney for collection, customer and customer's agent signing this invoice agree to pay all costs of collection and a reasonable attorneys' fee, through the appellate proceedings, regardless of whether suit is initiated, and including bankruptcy attorneys fees and costs should the customer and agent, or any one of them, file bankruptcy.

Approved By: _____ Order Date: _____

Please sign and print name

RESOLUTION NO. 2026-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, that:

SECTION 1. The purchase described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 25th day of August, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

EXHIBIT "A"

To Resolution No. 2026-066

The City Manager recommends that the competitive bidding requirement be waived, by reason of standardization, for contract renewal of the utility customer service call center platform, service line and telecommunication usage from Five9 and Verteks Consulting Inc. 2100 SW 22nd Place, Ocala, FL 34471.

Supporting documentation has been provided toward justification of the waiver, based on standardization, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

Exemption from Competitive Purchase (ECP) Form

An Exemption to Competitive Purchase shall be approved before routing the purchase requisition for purchases expected to total less than $75,000 in one fiscal year. This form shall be used to justify Emergency, Single-Source, Sole-Source and Standardization purchases.

Completed By

First Name	Lisa
Last Name	McCrory
Title	Utility Customer Service Manager
Email Address	lmccrory@cocoafl.org
Department	Finance
Division	1510 Finance / Customer Service

Section A - General

Vendor Name	Five9
Amount Requested	$36,060.00
Attach a copy of the related quote	Five9 Quote Renewal 10 2026 to 9 2029 line and minute rate.pdf
Account	001-1509-513.56-15
Exemption Category - Select all that apply	• Standardized Source

- **Single Source:** A single source is a procurement method where you choose a specific supplier from a group of available, qualified suppliers for a particular need.
- **Sole Source:** A sole source exists when there is only one supplier in the entire market capable of providing the required item or service, making competition impossible.
- **Standardized Source:** A standardized source is a procurement method used for items that are already in use and for which continuity, compatibility with existing equipment, or efficiency makes it most economical to continue using that specific brand or product.

Section B Justification

Use section to provide a detailed explanation of services or products and why an exemption to competitive purchase is justified. Include the purpose of the services or products and how it directly impacts department operations.

1. Product or Service Description (Include Model / Part No., if applicable)	Customer Service call center monthly subscription service for direct inward dial (DID) line, and telecommunication per minute usage charges for City of Cocoa Utility Customer Service call center operations.
2. Describe purpose of product or service.	Five9 service supports the inbound/outbound call center operations. Communication per minute charges for all call activity connections, and dedicated line through the Customer Service call center.
3. What features of product or service makes this unique and exceptional to other comparable products or services?	All programing fees and licenses were previously purchased in 2018, therefore no additional programming costs incurred. Five9 works in conjunction with Verteks voice and data networks which the Customer Service Division has utilized for 8 years without issue.
4. If applicable, describe why this product or service is compatible to existing equipment, instrumentation or services. If not enter N/A.	Five9 provides the telecommunications usage service and dedicated line (8400) for the Verteks cloud based subscription platform for the Customer Service call center.
5. If applicable, is this purchase in effort to support standardization of equipment or services? Provide description of how it will benefit department or operations. If not enter N/A.	Yes. The Customer Service Division has utilized the Five9/Verteks system for 8 years without telecommunication issue or disruption to service. Remaining with this platform and telecommunication service would prevent downtime for launching of a new application, and required training for 16 employees. No additional equipment is required.

Section C - Due Diligence

Use this section to document efforts to identify other sources of product or services. This section does not apply for Emergency Products or Services.

1. Brief description of efforts made to source other providers of product or services.	Reviewed options and requirements to change services.
2. Describe consequence to operations if exemption is not declared.	Disruption of call center operations when new platform is created and implemented. Standard call recordings must be created and recorded. Separate retention of call information required. Daily and monthly reporting would need to be recreated.
3. How will department or program function if product or service is discontinued?	City of Cocoa Customer Service Division cannot continue call center operations if service is discontinued. Approximately 90,000 Cocoa utility customers and the Third-Party payment processor would be effected. The DID line (8400) may not be guaranteed if discontinued.
4. Describe how pricing was determined to be most responsive, responsible and best value to department.	Five9 thru Verteks Consulting have not increased the cost of service since implementation in 2018. The cloud based platforms provide 24-hour support to government agencies. The City could incur programing and additional expenses to contract the same call center service and telecommunication usage rates with a new provider.

Florida Statute 838.22(2), BRIBERY, MISUSE OF PUBLIC OFFICE, which applies to public servants working for municipal government agencies, reads as follows: "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a scheme or artifice."

Signature	Lisa McCrory
Date & Time	07/28/2026 2:21 PM (EDT)
By checking this box and typing my name below, I acknowledge that this action constitutes my electronic signature.	• I Agree

Exemption from Competitive Purchase (ECP) Form

An Exemption to Competitive Purchase shall be approved before routing the purchase requisition for purchases expected to total less than $75,000 in one fiscal year. This form shall be used to justify Emergency, Single-Source, Sole-Source and Standardization purchases.

Completed By

First Name	Lisa
Last Name	McCrory
Title	Utility Customer Service Manager
Email Address	lmccrory@cocoafl.org
Department	Finance
Division	1510 Finance / Customer Service

Section A - General

Vendor Name	Verteks Consulting Inc
Amount Requested	$32,256.00
Attach a copy of the related quote	Verteks Quote Renewal 10 2026 to 9 2029 (2031).pdf
Account	001-1509-513.56-15
Exemption Category - Select all that apply	• Standardized Source

- **Single Source:** A single source is a procurement method where you choose a specific supplier from a group of available, qualified suppliers for a particular need.
- **Sole Source:** A sole source exists when there is only one supplier in the entire market capable of providing the required item or service, making competition impossible.
- **Standardized Source:** A standardized source is a procurement method used for items that are already in use and for which continuity, compatibility with existing equipment, or efficiency makes it most economical to continue using that specific brand or product.

Section B Justification

Use section to provide a detailed explanation of services or products and why an exemption to competitive purchase is justified. Include the purpose of the services or products and how it directly impacts department operations.

1. Product or Service Description (Include Model / Part No., if applicable)	Call center software cloud based platform and Voice Over IP (VOIP) service for City of Cocoa Utility Customer Service call center operations.
2. Describe purpose of product or service.	This service is the platform for inbound/outbound call center operations. Provides 100% call capture, retention for 150 days, extensive call reporting options and provides uninterrupted call service for teleworking.
3. What features of product or service makes this unique and exceptional to other comparable products or services?	City of Cocoa Information Technology Department contracted with Verteks for maintenance of current phone system. Verteks/Five9 utilize back up servers across the country to support continuity of service in the event of a natural disaster or during major system updates. The Customer Service Division has utilized this platform system for 8 years without issue. No additional programming required.
4. If applicable, describe why this product or service is compatible to existing equipment, instrumentation or services. If not enter N/A.	Current call center platform was created for the City of Cocoa Customer Service Division.
5. If applicable, is this purchase in effort to support standardization of equipment or services? Provide description of how it will benefit department or operations. If not enter N/A.	Yes. The Customer Service Division has utilized this system for 8 years without issue. No additional time is required for creating and implementing a new call center platform. Staying with the current platform would prevent downtime for launching of application, and training 16 employees. There is no additional equipment to purchase and no programming costs. Continuing with the current platform retains customer and employee reporting and customer call information for communication retention.

Section C - Due Diligence

Use this section to document efforts to identify other sources of product or services. This section does not apply for Emergency Products or Services.

1. Brief description of efforts made to source other providers of product or services.	Reviewed options and requirements to change services.
2. Describe consequence to operations if exemption is not declared.	Disruption of call center operations when new platform is created and implemented. Standard call recordings must be created and recorded. Separate retention of all reporting and call information required.
3. How will department or program function if product or service is discontinued?	City of Cocoa Customer Service Division cannot continue call center operations if service is discontinued. Approximately 90,000 Cocoa utility customers and the Third-Party payment processor would be effected.
4. Describe how pricing was determined to be most responsive, responsible and best value to department.	Verteks Consulting provides government agencies 24-hour support. The City could incur additional expenses to contract same call center service with a new provider. Verteks/Five9 have not increased the cost of service since implementation in 2018.

Florida Statute 838.22(2), BRIBERY, MISUSE OF PUBLIC OFFICE, which applies to public servants working for municipal government agencies, reads as follows: "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a scheme or artifice."

Signature	Lisa McCrory
Date & Time	07/29/2026 12:30 PM (EDT)
By checking this box and typing my name below, I acknowledge that this action constitutes my electronic signature.	• I Agree

CITY COUNCIL AGENDA ITEM

Memo Date:	August 4, 2026
Agenda Date:	August 25, 2026
File ID:	2026-679
Prepared By:	Lorne Stinnett, HR Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Approve Humana Group Medicare Advantage Plan Coverage FY 27 renewal for eligible retirees age 65 and over.

BACKGROUND:

The City of Cocoa transitioned Medicare advantage Plan Coverage from United Health Care to Humana for the FY 26-27 plan year after comparing multiple plan quotes. The City is requesting approval to renew coverage with Humana in order to maintain continuity of coverage. The quote to renew with Humana for plan year 2027-28 was quoted at a 3.1% increase. Our 2027 premium will increase from $588,010 to $606.370.00. This equates to an $18,360 increase. There will be no increase to deductibles or out-of-pocket maximums for City retirees with this renewal. The annual premium costs do not include the quarterly reimbursements of Medicare Part B to eligible retirees. The current 2026 standard Medicare Part B premium amount is $202.90 per month. Medicare sets the Part B rates on a calendar year basis and the 2027 calendar year rates have not been set. Staff has estimated a premium increase in the proposed budget. Summary of FY2027 estimated budget expenses based on current enrollment for retirees paid by the City:

Fund	Humana Advantage Plan	Part B Reimbursement	FY 27 Total
General	$400,302	$159,831.00	$560,133.00
Water/Sewer	$120,726	$50,740.00	$171,466.00

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number	Amount
001-1600-513.23-02 INSURANCES/MEDICARE PART B	$560,133.00
421-4010-536.23-02 INSURANCES/RETIREES OTHER INSURANCES	$171,466.00

If a P.O. Change Order is involved, please complete the following:
Change Order Amount: $
Original Purchase Order 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:
City Council approved renewal and transition to Human Group Medicare Advantage Plan Coverage at the regular City council meeting held on October 14, 2025.

RECOMMENDED MOTION:
Approve Medicare Advantage Plan Coverage renewal with Humana for the FY 27-28 plan year and approve the City Manager's signing authority on Humana plan renewal documents.

City of Cocoa
Group Medicare Advantage Plan - Retiree
Effective Date: January 1, 2027

GEHRING GROUP
BROWN & BROWN PUBLIC SECTOR

	Current		Renewal	
Summary of Benefits	**2026**		**2027**	
Carrier	**Humana**		**Humana**	
Network Name	**Passive PPO 079 827 with Standard Rx337**		**Passive PPO 079 827 with Standard Rx337**	
Annual Deductible	**In Network**	**Out of Network**	**In Network**	**Out of Network**
Individual	$0		$0	
Out-of-Pocket Maximum				
Individual	$1,500		$1,500	
Office Visits				
Primary Care Physician	$15	$15	$15	$15
Specialist	$25	$25	$25	$25
Virtual Visits (PCP/Specialist)	$0 / $25	$0 / $25	$0 / $25	$0 / $25
Preventive Services (Medicare-covered)	$0	$0	$0	$0
Non Hospital Services	Freestanding/Outpatient	Freestanding/Outpatient	Freestanding/Outpatient	Freestanding/Outpatient
Clinical Lab Service	$0	$0	$0	$0
X-ray Services	$0	$0	$0	$0
Diagnostic Radiology Service	$0	$0	$0	$0
Urgent Care	$25	$25	$25	$25
Hospital Services				
Inpatient Hospital *per admit*	$0	$0	$0	$0
Outpatient Surgery	$0	$0	$0	$0
Physician Services	$0	$0	$0	$0
Emergency Room *(waived if admitted)*	$65	$65	$65	$65
Ambulance	$0	$0	$0	$0
Mental Health/Substance Abuse				
Inpatient Hospital (190 days max)	$0	$0	$0	$0
Outpatient Services	$0	$0	$0	$0
Outpatient Office Visit - Individual/Group	$15	$15	$15	$15
Other Services				
Diabetic Monitoring Supplies	$0	$0	$0	$0
Durable Medical Equipment	10%	10%	10%	10%
Hearing Aid Allowance (Every 36 Months)	$1,000	Not Covered	$1,000	Not Covered
Home Care Visits	$0	$0	$0	$0
Skilled Nursing Facility (Day 1 - 20)	$0	$0	$0	$0
Skilled Nursing Facility (Day 21 - 100)	$0	$0	$0	$0
Prescription Drugs (Current/BronzeRX)	*Group Plus Formulary - PDG 19*		*Group Plus Formulary - PDG 19*	
Initial Coverage Stage	*$0 through $2,100*		*$0 through* ***$2,400***	
Rx Deductible	$0	Not Covered	$0	Not Covered
Tier 1: Generic / Preferred Generic	$10	Not Covered	$10	Not Covered
Tier 2: Preferred Brand	$20	Not Covered	$20	Not Covered
Tier 3: Non-Preferred Brand	$35	Not Covered	$35	Not Covered
Tier 4: Specialty	$35	Not Covered	$35	Not Covered
90 day supply (Retail) Excl. Specialty	$20 / $40 / $70	Not Covered	$20 / $40 / $70	Not Covered
90 day supply (Mail Order) Excl. Specialty	$20 / $40 / $70	Not Covered	$20 / $40 / $70	Not Covered
Catastrophic	*$2,100 and greater*		***$2,100*** *and greater*	
Generic	$0	Not Covered	$0	Not Covered
All Other Rx Drugs	$0	Not Covered	$0	Not Covered
Net Premium 102	**$480.40**		**$495.40**	
ACA Insurer Fee	**$0.00**		**$0.00**	
Total Premium - Per Member	**$480.40**		**$495.40**	
Monthly Premium	**$49,001**		**$50,531**	
Total Annual Premium	**$588,010**		**$606,370**	
Dollar Change	-		**$18,360**	
% Change	-		**3.1%**	

CITY COUNCIL AGENDA ITEM

Memo Date:	August 10, 2026
Agenda Date:	August 25, 2026
File ID:	2026-696
Prepared By:	Jose Socias
Through:	Abigail Morgan, Public Works Director
Requested Action:	Approve the contract award for ITB B-26-10-COC Cocoa Waterfront Public Docking and Breakwater Phase II to Shoreline Foundation, Inc., the lowest responsive and responsible bidder, in the amount of $2,425,925.00 (Base Bid plus Alternates); approve Resolution No. 2026-067 establishing a project contingency of $398,475.00 for a total authorized expenditure of $2,824,400.00; and authorize the City Manager to execute the contract, related agreements, amendments, and purchase orders necessary to complete the project.

BACKGROUND:

The Cocoa Waterfront Public Docking and Breakwater Phase II project involves the construction of a new public day-dock facility and breakwater structure along the Cocoa waterfront in Historic Cocoa Village. The project is designed to enhance public access to the Indian River Lagoon, expand recreational boating opportunities, and support local economic vitality by providing dedicated transient mooring and day-slip access for visitors accessing downtown commercial and dining districts.

This project is funded through a partnership between the City of Cocoa Community Redevelopment Agency (CRA) via an Interlocal Agreement (ILA) with the City and a 50/50 matching grant from the Florida Inland Navigation District (FIND) Waterways Assistance Program.

On June 29, 2026, the Procurement Division issued ITB B-26-10-COC via VendorLink, broadcasting the solicitation to 736 registered vendors. A total of 77 vendors downloaded and reviewed the bid documents, resulting in seven (7) formal submittals received prior to the public bid opening on Friday, July 31, 2026.

The bids received were evaluated as follows:

Rank	Bidder	Base Bid	Alternates	Total Bid Amount
1	**Shoreline Foundation, Inc.**	**$1,977,080.00**	**$448,845.00**	**$2,425,925.00**
2	YC Group, LLC	$2,594,014.20	$368,426.72	$2,962,440.92

3	Rush Marine, LLC	$2,744,102.30	$459,823.79	$3,203,926.09
4	Underwater Engineering Services, Inc.	$2,890,544.00	$417,285.00	$3,307,829.00
5	C & D Construction, Inc.	$2,898,409.00	$507,355.00	$3,405,764.00
6	Florida Solid Solutions, LLC dba Florida Seawall Solutions	$3,111,565.00	$567,568.00	$3,679,133.00
7	Poseidon Dredge and Marine	$3,167,080.00	$619,960.00	$3,787,040.00

Staff has reviewed all submittals and verified that Shoreline Foundation, Inc. meets all technical qualifications and administrative criteria established in the bid specifications. Procurement recommends awarding the contract to Shoreline Foundation, Inc. as the lowest responsive and responsible bidder.

Staff is also requesting approval of a contingency amount of $398,475.00 for other unforeseen costs related to this project. The contingency amount is within the established budget.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Is Funding Available? Yes
Account Number: 304-3580-572.63-07
Project Code: GR2604
Available Amount: $2,824,400

PREVIOUS ACTION:
March 6, 2025 Cocoa CRA approved the funding for the FIND grant application for the Phase 2 project.

RECOMMENDED MOTION:
Approve the contract award for ITB B-26-10-COC Cocoa Waterfront Public Docking and Breakwater Phase II to Shoreline Foundation, Inc., the lowest responsive and responsible bidder, in the amount of $2,425,925.00 (Base Bid plus Alternates); approve

Resolution No. 2026-067 establishing a project contingency of $398,475.00 for a total authorized expenditure of $2,824,400.00; and authorize the City Manager to execute the contract, related agreements, amendments, and purchase orders necessary to complete the project.

CONSTRUCTION AGREEMENT
B-26-10-COC

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **SHORELINE FOUNDATION, INC.**, a for Profit Corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the construction of Cocoa Waterfront Public Docking and Breakwater Phase II ~~Cocoa Waterfront Dock Breakwater "Lee Wenner Day Docks"~~ ("the Project").

Brian Dale

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; the Final Construction Drawings for City of Cocoa dated May 2026, Geotechnical Report dated March 19, 2026, Hydrographic Report dated September 4, 2024, Natural Resources Report dated September 2024, Permits dated June 19, 2025, July 11, 2025, March 31, 2026, and the FIND Grant dated November 18, 2025; Final Bid Set Specifications dated June 29, 2026; ITB Documents issued by the City, dated June 29, 2026; Contractor's Bid Submittal, dated July 31, 2026; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement; the Punchlist prepared by the Parties following substantial completion. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders

   b. Agreement, Exhibits and Addenda

   c. Supplemental Terms and Conditions

   d. General Terms and Conditions

e. Engineering Plans and Drawings

f. ITB for B-26-10-COC issued by the City of Cocoa dated June 29, 2026, including any subsequently issued Addenda

g. Contractor's Bid Submittal

h. Punchlist

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. *Contract Time*. The Contract Time shall begin to run upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR shall sign the Notice to Proceed and deliver it to the Owner's Project Manager.

c. *Substantial Completion*. The Work shall be substantially completed within Three Hundred Thirty (330) calendar days after the date when the Contract Time begins to run.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract

documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

d. *Punchlist Creation and Acceptance*. No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist detailing the remaining items and estimated cost of each item required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days (for projects costing less than or equal to $10 million) or 45 calendar days (for projects costing over $10 million)] of Substantial Completion.

OWNER shall deliver a final approved Punchlist to CONTRACTOR no more than five (5) calendar days following final approval of the Punchlist.

If the CONTRACTOR fails to coordinate with the OWNER to create the Punchlist and the OWNER has given the CONTRACTOR written notice of the failure, then the OWNER may withhold 150 percent of the estimated costs required to complete the items the OWNER intended to include in the Punchlist, without input from CONTRACTOR, and shall deliver the Punchlist within the time period in this subsection. The failure to include any corrective work or pending items not yet completed on the Punchlist does not alter the responsibility of the CONTRACTOR to complete the Work purchased under this Agreement.

e. *Final Completion*. The Work shall be finally completed, ready for Final Payment within Thirty (30) calendar days after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.

f. The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

g. If applicable to the particular Work required under this Agreement, Float Time is allocated specifically to the Contractor's responsibility for coordination of the utility relocations as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the Float Time and also exceed the Project Schedule's Critical Path.

h. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions. If the Work requires phased construction, a Punchlist shall be created for each phase of construction, and the timeline established herein for Punchlist compliance shall be followed for each phase.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not

substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$1,665.00** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$832.50** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of Two Million , Four Hundred Twenty-Five Thousand, Nine Hundred Twenty-Five Dollars **($2,425,925.00)**. The Total Contract Price is comprised of the Base Bid amount of $1,977,080.00 plus accepted Alternate No. 36 and 37 in the amount of $448,845. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (inclusive of the Base Bid and accepted Alternates) all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price, inclusive of accepted alternates) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid **(as corrected for mathematical extension errors),** which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES -** The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE -** 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 (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; 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.

11. **SEVERABILITY -** In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS PRIOR TO SUBSTANTIAL COMPLETION; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS; CHANGE ORDERS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents. By submitting each request for a progress payment, the CONTRACTOR certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment requested, in accordance with subcontract agreements; (3) The request is made in good faith and is a true and accurate accounting of the work performed and materials supplied; and (4) The representative signing the request for a progress payment is authorized to certify the request on behalf of the CONTRACTOR.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (X) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an

overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

The OWNER further hereby identifies, David A. King, PE, Vice President , Mead & Hunt, Attn: David.King@meadhunt.com as the agent that must approve payment requests prior to their submission to OWNER.

OWNER hereby identifies Jose Socias Salcedo, Facilities & Grounds Manager, City of Cocoa, Attn: jsocias-salcedo@cocoafl.gov as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER.

By making payments OWNER does not waive claims including but not limited to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents;

c. Failure of CONTRACTOR to comply with any special guarantees required by the Contract Documents.

Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The OWNER, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order. The CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the OWNER or the OWNER's agent and claims based on breach of contract or negligence, shall be a claim for an extension of the scheduled construction time.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work,

but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the OWNER, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

a. By mutual acceptance of a lump sum.

b. By unit prices named in the contract or subsequently agreed upon.

c. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work, and an equitable deduction from the Contract Price will be made therefor by Change Order.

13. **FINAL PAYMENT** - OWNER shall withhold up to 5% of the Contract Price until the date of Substantial Completion in accordance with the Local Government Prompt Payment Act ("Act"). As provided in Section 6 above, within 10 calendar days of Substantial Completion, the CONTRACTOR shall create and deliver to OWNER a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion for projects with a cost of $10 million or less or within forty-five (45) calendar days of Substantial Completion for projects with a cost of over $10 million, the OWNER shall approve a finalized Punchlist. As provided above, the OWNER and CONTRACTOR shall coordinate and cooperate in the development of the final Punchlist. Within 5 calendar days of OWNER finalizing and approving the Punchlist, the OWNER shall deliver the final approved Punchlist to CONTRACTOR.

Within 20 calendar days of the delivery of the final approved Punchlist, and only upon receipt of a proper invoice or payment request from CONTRACTOR, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist, except as provided herein. Should no Punchlist be created within the thirty or forty-five day

timeframe, as applicable, OWNER shall pay CONTRACTOR the remaining contract balance, including all retainage previously withheld, upon receipt of a proper invoice or payment request from CONTRACTOR, unless the Punchlist has not been created because of the failure of CONTRACTOR to cooperate with OWNER, in which case OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the OWNER.

CONTRACTOR may submit a proper invoice or payment request for the amount of retainage held to complete the Punchlist items only once all Punchlist items have been completed to the satisfaction of the OWNER. OWNER may continue to withhold the retainage if a good faith dispute exists as to whether one or more Punchlist items has been completed in accordance with the terms of this Agreement up to 150% of the total costs to complete those items in dispute.

The date of Final Completion shall be no less than 30 days following delivery of the final approved Punchlist to CONTRACTOR.

The remaining retainage amount shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Jose Socias Salcedo, Facilities & Grounds Manager or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the

City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and CONTRACTOR expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other

appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

g. **Punchlist.** The CONTRACTOR shall be responsible for creation of the required Punchlist(s) as provided herein. Punchlist(s) must be approved by the OWNER.

17. **ASSIGNMENT -** CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY RIGHTS -** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES -** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE -** 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 party.

21. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

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

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, 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 OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineer, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

22. **SAFETY -** CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all

information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR -** CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR 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 signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.

25. **INSURANCE -** During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. The CONTRACTOR shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the CONTRACTOR 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 CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

27. **GOVERNING LAW & VENUE** - 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. The Contractor's surety is bound by this provision.

28. **ATTORNEY'S FEES -** Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING -** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **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 CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. 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 CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any

document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

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

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

33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES -** 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. 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. 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.

36. **DRAFTING** - OWNER and CONTRACTOR 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.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Shoreline Foundation, Inc.
Attn: Charles Diveto, C.E.O
2781 SW 56th Avenue
Pembroke Park, FL 33023
Phone: (954) 985-0460
Email: cdiveto@shorelinefoundation.com

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

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 Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), 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 OWNER; and

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

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

41. **TRAFFICKING**

As a condition of this Agreement, the Engineer shall attest under penalty of perjury that the Engineer does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Engineer understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a.“Coercion” means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. “Labor” means that work of economic or financial value.

c. “Services” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

SHORELINE FOUNDATION, INC.

By: _____
Print name/title: James Royo,President

Date: 8/12/2026

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 19th day of August, 20 26,
by James Royo, the President of
Shoreline Foundation Inc., who is personally known to me or who produced
_____ as identification and who did take an oath.

_____
(Notary Public Signature)

_____
(Print Name) Joseph Stanton
Notary Public, State of Florida
Commission No.: HH 523288
My Commission Expires: 8/28/28

Notary Public State of Florida
Joseph Stanton
My Commission HH 523288
Expires 8/28/2028

EXHIBIT A

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

are bound to ___City of Cocoa_____, herein called Owner, in the sum

of $ _____, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the _____ location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under section 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL

Company:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

EXHIBIT B

ITB B-26-10-COC
(dated June 29, 2026)

EXHIBIT C
Shoreline Foundation, LLC Submittal
(dated July 30, 2026)

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Issuance | Release Date: Monday, June 29, 2026
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

The City of Cocoa is accepting sealed bids from all licensed, qualified firms or individuals interested in providing the construction services as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa is soliciting bids for a contractor to construct a new day-slip marina facility at Lee Wenner Park which will enhance public waterfront access and improve recreational boating opportunities within the area. The scope of work includes the installation of new permanent concrete docks, finger piers, marine piles, and all associated components required for a complete and operational day-slip facility. This project is being funded in part by a Florida Inland Navigation District (FIND) grant.

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety (90) days from public opening.

There will be a MANDATORY Pre-Bid conference held for this project Thursday, July 9, 2026, at 10:00am EST. This meeting will take place in the 3rd Floor Conference Room at Cocoa City Hall, located at 65 Stone Street, Cocoa, Florida. A representative of your firm must attend the meeting for your bid submittal to be considered responsive.

Questions regarding this solicitation must be received in writing at the address above no later than **Friday, July 17, 2026, at 5:00pm EST**. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.gov and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.gov.

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County, and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. Local preference does not apply in the case where contracts are funded in whole or in part by a government entity whose laws or regulations governing such funding prohibit application of a local vendor preference.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

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TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

SECTION 1 INTRODUCTION

1.01 DESCRIPTION OF WORK

The City of Cocoa is seeking bids from qualified contractors for the Cocoa Waterfront Dock and Breakwater project (known as the "Lee Wenner Day Docks). This project consists of the construction of a new day-slip marina facility at Lee Wenner Park intended to enhance public waterfront access and improve recreational boating opportunities within the area. The scope of work includes the installation of new permanent concrete docks, finger piers, marine piles, and all associated components required for a complete and operational day-slip facility. This project is being funded in part by a Florida Inland Navigation District (FIND) grant.

The Contractor shall furnish all labor, materials, equipment, supervision, and incidentals necessary for the successful completion of the Cocoa Waterfront Dock Replacement and Shoreline Protection Improvements Project located at Lee Wenner Park, 300 Riveredge Blvd., Cocoa, FL 32922

Primary Work Components:

- Dock Facility: Removal and disposal of existing damaged dock structures and the installation of a new permanent fixed dock system, inclusive of approximately seventy-six (76) marine piles and related marine construction.
- Shoreline Stabilization: Construction of a riprap revetment along designated shoreline and seawall areas, including the installation of geotextile fabric, filter layers, and graded stone for wave energy dissipation and stabilization.
- Regulatory and Environmental Compliance: All marine construction must comply with permits issued by applicable regulatory agencies. The Contractor is responsible for executing all environmental safeguards, including turbidity control and strict adherence to permit conditions.
- Site Execution and Closeout: The Contractor shall manage site preparation, project mobilization, construction sequencing, and inspections. The Contractor must maintain safe public access and navigation during construction, perform final cleanup, restore all disturbed areas. All deliverables must conform to the Contract Documents, approved plans, technical specifications, and applicable codes, and regulatory requirements.

All work shall be constructed according to the Construction Drawings and Specifications provided in Exhibit A and Exhibit B, the Contract Documents for the Construction of the Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks", are made part of the contract by reference.

The Contractor shall construct the project per:

- The jurisdiction for the project site is the City of Cocoa, Florida. All work shall be permitted and undertaken in accordance with applicable codes and ordinances.
- Prime contractor is assumed to be familiar with all general conditions/contract requirements associated with the contract between owner and contractor as they apply to the work noted on the detailed specifications, attached herein as Exhibits A and B. Prime contractor shall transfer all such requirements to all subcontractors.

- All contractors shall examine job site prior to submission of a bid to observe all visible existing conditions. submission of bid will be taken to confirm familiarity with conditions of the work, so the bid price includes all work necessary to provide a completed, ready-to-occupied project.
- Contractor shall be responsible for obtaining and paying for all permits required to perform the work, including but not limited to City building permits, temporary utility permits, traffic control permits, dewatering permits, and any other permits necessary for means and methods of construction. The City will provide all environmental and regulatory permits obtained as part of the project design."
- Prior to receiving a notice-to-proceed, the owner will file a notice-of-commencement with appropriate authority.
- The contractor shall deliver a work schedule immediately after receiving a notice of award showing all tasks and completion dates.
- The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work.

Construction Access and Staging:

- Contractor may utilize a portion of the park entry road for upland construction access for the dock and revetment construction. Contractor shall maintain two-way vehicular and pedestrian traffic at all times, utilizing pedestrian detours and flagging operation as needed.
- Construction access for the west revetment work will be from the water only. No upland access from the park will be permitted.
- Contractor can utilize a portion of the park's vehicle parking lot area for staging. Contractor shall provide and maintain temporary 6' high chain link perimeter fencing of the staging area and restore the area to original/improved conditions. No portion of the vehicular/trailer parking area may be used for staging.
- The parks will remain open throughout the duration of the construction, including the boat ramps and water access to the boat ramps. Contractor shall provide and maintain temporary 6' high chain link perimeter fencing on the upland sides of the construction area.
- Contractor shall provide and maintain applicable construction signage to caution the public and boaters.

1.02 MINIMUM QUALIFICATIONS

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

1. Please prepare a cover letter for your response to this invitation with a description of your business, the types of services your company provides, and include the primary contact's name, telephone and email address.

2. Previous Experience and References: The firm shall have been in business for a minimum of ten (10) consecutive years or demonstrate with written documentation that they had ownership in a firm with combined experience of ten (10) years. Must be licensed in the state of Florida as a General Contractor with a minimum of ten (10) years of experience in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, contract completion date, names, addresses, email addresses, and telephone numbers of owners by completing **the Reference Form, Attachment "L" included herein**.

3. Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".

4. Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.

5. Bonds –Provide applicable bond documents as defined in section 3.02 of this request.

6. Note if you are not a single prime contractor, you will be required to list, using attachment "K" all subcontractors to be used for this project and their professional licenses.

7. Provide a completed W9 according to section 4.20 of this request.

8. Complete in full all required attachments associated with this request.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

1.03 PROJECT COMPLETION TIME

The successful bidder shall commence work within Ten (10) days after having been issued a notice to proceed which may be in the form of a purchase order issued by the City. The Work will be substantially complete within Three Hundred Thirty (330) calendar days after the notice to proceed is issued. The date of substantial completion of the Work is the date certified in writing by the City when (1) construction is sufficiently complete, in accordance with the contract documents, so the City can occupy or utilize the Work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for Substantial Completion identified in the general, special, or technical conditions or construction plans have been satisfied. Final completion will be thirty (30) calendar days after the date of delivery of the final approved punch list, which shall be at least thirty (30) calendar days following the delivery of the final approved punch list. The construction agreement shall establish the process for approval and delivery of the punch list required by the Local Government Prompt Payment Act, Section 218.735, Florida Statutes.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Monday, 06/29/2026 at 8:00am EST**
Mandatory Pre-Bid Conference	**Thursday, 07/09/2026 at 10:00am EST**
Deadline for Questions	**Friday, 07/17/2026 at 5:00pm EST**
Bid Due Date and Time	**Friday, 07/31/2026 at 3:00pm EST**
Anticipated Notice of Intent to Award	**August 2026**
City Council Approval of Contract	**August 2026**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be

resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 MANDATORY PRE-BID MEETING

There will be a MANDATORY Pre-Bid conference held for this project on July 9, 2026, at 10:00am EST. This meeting will take place in the 3rd Floor Conference Room at Cocoa City Hall, located at 65 Stone Street, Cocoa, Florida. Any changes or updates to this meeting including additional instructions will be posted to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com**.**

IMPORTANT NOTE: It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid

conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.gov

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Whether the Bidder has been suspended or debarred from doing business with the City or another public entity.
J. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to 5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND – Used

The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**

A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.
2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.
3. The terms of the ITB Security Bond shall be:
    a. The Bidder shall enter into an Agreement if awarded to the Bidder;
    b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;
    c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and
    d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest-bearing account, shall be retained by the City.

B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project, and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the

sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

3.02 PERFORMANCE AND PAYMENT BONDS – Used

Upon award of this project, the successful Bidder shall furnish Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total contract amount awarded under this solicitation. Receipt of said Performance and Payment Bonds shall occur no later than fifteen (15) calendar days after receipt of notification of Award. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be made payable to the City of Cocoa, issued by a reputable Surety firm licensed to do business in the State of Florida (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and the payment bond is increased so that each reflects the total Contract price as increased.

1. The Surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. The terms of the Payment and Performance Bond shall guarantee that:

   a. The successful Bidder shall assure faithful performance of this project;
   b. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
   c. Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

B. If the bond is based on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

C. Return of Payment and Performance Bond. It shall be the sole responsibility of the successful Bidder to request in writing from the CITY the return of the Payment and Performance Bond. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds shall not be returned unless requested by the successful Bidder in writing.

3.03 LIQUIDATED DAMAGES

A. **Failure to Complete on Time:** Time is of the essence in the performance of this Contract. If the Contractor fails to achieve Substantial Completion or Final Completion within the timeframes specified in the Contract Documents, or any authorized extensions thereof, the City will suffer financial and administrative damages. Because the actual damages resulting from such delays are impossible or extremely difficult to accurately calculate, the parties agree that Liquidated Damages—and not as a penalty—shall be assessed.

B. **Daily Assessment Rate Schedule:** For each consecutive calendar day that the Work remains uncompleted past the established date for Substantial Completion, the Contractor shall pay, or have deducted from any monies due or becoming due from the City, a daily assessment rate. This rate is determined by the total contract value, established in accordance with the following schedule:

Total Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$956
$50,001 to $250,000	$964
$250,001 to $500,000	$1,241
$500,001 to $2,500,000	$1,665
$2,500,001 to $5,000,000	$2,712

C. **Failure to Reach Final Completion:** Following Substantial Completion, if the Contractor fails to complete the remaining "punch list" items and achieve Final Acceptance within the timeframe specified in the Contract, the Contractor shall be assessed Liquidated Damages in the sum of **one-half (1/2)** of the applicable daily rate stated in the schedule above for each consecutive calendar day of delay until Final Acceptance is granted by the City.

D. **Remedies Cumulative:** The assessment and collection of Liquidated Damages by the City shall not limit or waive the City's right to pursue any other legal or equitable remedies available under this Contract or Florida law for defaults other than delays in completion.

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera, contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor, together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the

date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.
The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016, and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement, to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S**

CUSTODIAN OF PUBLIC RECORDS, ATTN: CITY CLERK, AT 321-433-8480, cityclerk@cocoafl.org, 65 STONE STREET, COCOA, FLORIDA 32922.

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD PROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later

than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less, and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees

required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8, and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder

further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line-item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front-loaded bids could reasonably appear to be an attempt to obtain unjustified early payments, creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.gov for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an

existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.
C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of

the work requirements to be performed, without prior written approval from the City.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 Tie Bids

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

4.71 PROHIBITION ON SOCIAL, POLITICAL OR IDEOLOGIGAL PREFERENCE

Pursuant to Florida Statutes § 287.05701, the City shall not request documentation regarding, consider, or give preference based upon, a vendor's social, political, or ideological interests when determining the vendor's qualifications.

4.72 TRAFFICKING

As a condition of this Agreement, the Service Provider shall attest under penalty of perjury that the bidder does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Service Provider understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a."Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. "Labor" means that work of economic or financial value.

c. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Bidder understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date:** **07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
	Original Submittal Package bound with binder clip
	Attended Pre-Bid (if Mandatory)
	Cover Letter (if applicable)
	Attachment "A" Submittal Acknowledgement
	Attachment "B" Addendum Acknowledgement
	Attachment "C" Insurance Requirements
	Attachment "D" Bid Security Bond (if required)
	Attachment "E" Bid Price Schedule
	Attachment "F" Trench Safety (if required)
	Attachment "G" Certificate of Non-Segregated Facilities
	Attachment "H" Drug-Free Workplace
	Attachment "I" Conflict of Interest and Non-Collusion
	Attachment "J" Organizational Info
	Attachment "K" Subcontractor Participation
	Attachment "L" References
	Attachment "M" Truth-in-Negotiations
	Attachment "N" Solicitation Label affixed to envelope
	Attachment "O" Scrutinized Companies
	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
	Attachment "R" Human Trafficking Affidavit
	Proof of Florida Registration (if required)
	Professional License(s) (if required)
	W9
	Proof of Insurance
	USB drive with electronic copy of submittal

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date:** **07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "A" Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

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

Company Name: _____ **FEIN:** _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "B" Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "C" Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as_____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "D" Bid Security Bond

Used

BOND NO:_____

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned _____

_____

as Principal, and,_____
as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (90) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this _____ day of _____, _____

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: _____ (Affix Contractor's Corporate Seal Above)

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____	_____	_____	_____
Authorized Signatory	Printed Name	Title	Date

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date:** **07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF_____, TO REPRESENT _____ _____OF _____ _____,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").

SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "E" BID PRICE SCHEDULE, ON BEHALF OF_____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.

NOTARY PUBLIC _____

STATE OF _____

MY COMMISSION EXPIRES:_____

Surety Name: _____ (Affix Surety's Corporate Seal Above)

Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number
_____	_____	_____	_____	_____

Surety Mailing Address: _____ Agent Mailing Address: _____

_____ _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "E" Bid Price Schedule and Acceptance of Terms and Conditions

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT consisting of thirty-five line items. Award of this contract will be based on the Total Lump Sum Price of the Base Bid Items.** The Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Subtotal and Total Lump Sum Bid Prices on the lines provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

Construction Cost Breakdown as per plans and specifications:

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
Section A: General Items					
1	Contractor's Bond and Insurance	LS	1		$
2	Mobilization (including one sign)	LS	1		$
3	Environmental Monitoring	LS	1		$
4	Construction Surveying and Quality Control Testing	LS	1		$
				Subtotal – General Items	$
Section B: Access Pier 1					
5	Access Pier to Bulkhead Preparation	LS	1		$
6	14" Prestressed Concrete Piles	VLF	390		$
7	CIP Piles Caps	CY	3		$
8	CIP Closure Pour	CY	1		$
9	12" Prestressed Concrete Deck	SF	263		$
10	Handrail	LF	90		$
11	Expansion Joint	EA	5		$
				Subtotal – Access Pier 1	$
Section C: Access Pier 2					
12	14" Prestressed Concrete Piles	VLF	390		$
13	CIP Piles Caps	CY	3		$
14	CIP Closure Pour	CY	1		$
15	12" Prestressed Concrete Deck	SF	230		$
16	Handrail	LF	83		$

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

17	Expansion Joint	EA	5		$
				Subtotal-Access Pier 2	$
Section D: Main Dock					
18	14" Prestressed Concrete Piles	VLF	1050		$
19	CIP Piles Caps	CY	14		$
20	CIP Closure Pour	CY	3		$
21	12" Prestressed Concrete Deck	SF	1296		$
22	Expansion Joint	EA	12		$
23	Timber Curb	LF	310		$
				Subtotal – Main Dock	$
Section E: Finger Piers					
24	14" Prestressed Concrete Piles	VLF	1980		$
25	CIP Piles Caps	CY	18		$
26	CIP Closure Pour	CY	12		$
27	12" Prestressed Concrete Deck	SF	858		$
28	Expansion Joint	EA	30		$
29	12" Fender Piles	VLF	2080		$
30	Plastic Pile Cap for Fender Piles	EA	52		$
31	SD Fenders	LF	545		$
32	Ladders	EA	6		$
33	Cleats	EA	36		$
				Subtotal – Finger Piers	$
Section F: Revetment					
34	5" Marine Mattress	SF	3873		$
35	Armor Stone (Limestone)	TONS	1085		$
				Subtotal – Revetment	$
				PROJECT TOTAL - BASE BID (Items 1-35)	$

_____ Dollars

(Grand Total Written in Words)

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

ALTERNATE: Additive Alternative – West Revetment:

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
36	6" Marine Mattress	SF	4247		$
37	Armor Stone (Limestone)	TONS	934		$
	ALTERNATE PROJECT TOTAL (Items 36-37)				$

The price submitted constitutes full and complete compensation for all work described in the Invitation to Bid (ITB), including any and all associated costs, taxes, and fees. This price is valid for a period of ninety (90) days from the due date for submission of bids, without change or withdrawal.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

FEIN: _____

The undersigned is duly authorized on behalf of the Company to submit this bid and enter into a contract in accordance with the terms and conditions of this ITB.

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__ , by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced_____ as identification.

NOTARY PUBLIC _____
STATE OF _____
MY COMMISSION EXPIRES: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "F" Trench Safety Certification

(if required)

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.					
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "G" Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H" Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are underbid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "I" Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by_____ [Name of entity submitting sworn statement] whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J" Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "K" Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "L" References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "M" Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "N" Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-26-10-COC**

TITLE: **Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"**

SOLICITATION DUE DATE: 07/31/26 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "O" Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P" Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "Q" Federally Required Contract Clauses

~~**for FEMA Grantees and Subgrantees**~~

~~**1. *Equal Employment Opportunity***~~

~~During the performance of this contract, the contractor agrees as follows:~~

~~(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:~~

~~Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.~~

~~(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.~~

~~(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.~~

~~(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

~~(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~

~~(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~

~~(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.~~

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

5. Rights to Inventions Made Under a Contract or Agreement **Not Applicable**

Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that

~~the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

~~c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~7. Federal Water Pollution Control Act~~

~~a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.~~

~~b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

~~c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~8. Suspension and Debarment~~

~~*a.* This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).~~

~~*b.* The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.~~

~~*c.* This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.~~

~~*d.* The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.~~

~~9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)~~

~~a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.~~

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause —

b. Prohibitions.
   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
   ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
      1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
      4. Provide, as part of its performance of this contract, subcontract, or other

~~contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.~~

~~c. *Exceptions.*~~

~~i. This clause does not prohibit contractors from providing~~

~~1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or~~

~~2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.~~

~~ii. By necessary implication and regulation, the prohibitions also do not apply to:~~

~~1. Covered telecommunications equipment or services that:~~

~~a. Are *not used* as a substantial or essential component of any system; *and*~~

~~b. Are *not used* as critical technology of any system.~~

~~2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.~~

~~d. *Reporting requirement.*~~

~~i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.~~

~~ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:~~

~~1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.~~

~~2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.~~

~~e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.~~

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

iii.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also

~~disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.~~

~~APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING~~
~~Certification for Contracts, Grants, Loans, and Cooperative Agreements~~
~~(To be submitted with each bid or offer exceeding $100,000)~~
~~The undersigned [Contractor] certifies, to the best of his or her knowledge, that:~~
~~1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.~~
~~2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~
~~3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.~~
~~This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.~~

~~The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.~~

~~18.~~ ~~*Affirmative Socioeconomic Steps*~~

~~If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.~~

~~19.~~ ~~*Copyright and Data Rights* – ***Not applicable***~~

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used~~

~~herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory of the firm, understand and agree to all the applicable federal terms and provisions provided herein.~~

~~Company Name:~~ _____

~~Address:~~ _____

~~Telephone:~~ _____ **~~Email:~~** _____

_____ _____

~~Authorized Signature~~ **~~Date~~**

_____ _____

~~Name~~ **~~Title~~**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

ATTACHMENT "R" Human Trafficking Affidavit

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein
2. I currently serve as _____(Role) of_____(Company).

3. _____ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____(Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

_____
NAME OF BUSINESS ENTITY

_____
SIGNATURE

_____
TYPE NAME AND TITLE

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

EXHIBIT A

Lee Wenner Day Docks Construction Drawings Bid Set Including Project Specifications, Geotechnical Report, Hydrographic Report, Natural Resources Report, and Permits

EXHIBIT B

Florida Inland Navigation District Project Agreement (FIND GRANT)

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

RESPONSE COVER PAGE

COMPANY NAME	Shoreline Foundation, Inc.
ADDRESS	2781 SW 56th Avenue, Pembroke Park, FL 33023
PRIMARY CONTACT	Kenny Guy & Jessica Welch
TELEPHONE #	954.985.0460
EMAIL ADDRESS	kguy@shorelinefoundation.com | jwelch@shorelinefoundation.com

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
x	Original Submittal Package bound with binder clip
	Attended Pre-Bid (if Mandatory)
x	Cover Letter (if applicable)
x	Attachment "A" Submittal Acknowledgement
x	Attachment "B" Addendum Acknowledgement
x	Attachment "C" Insurance Requirements
x	Attachment "D" Bid Security Bond (if required)
x	Attachment "E" Bid Price Schedule
x	Attachment "F" Trench Safety (if required)
x	Attachment "G" Certificate of Non-Segregated Facilities
x	Attachment "H" Drug-Free Workplace
x	Attachment "I" Conflict of Interest and Non-Collusion
x	Attachment "J" Organizational Info
x	Attachment "K" Subcontractor Participation
x	Attachment "L" References
x	Attachment "M" Truth-in-Negotiations
x	Attachment "N" Solicitation Label affixed to envelope
x	Attachment "O" Scrutinized Companies
x	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
x	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
x	Attachment "R" Human Trafficking Affidavit
x	Proof of Florida Registration (if required)
x	Professional License(s) (if required)
x	W9
x	Proof of Insurance
x	USB drive with electronic copy of submittal

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date:** **07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "A" Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

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

Company Name: Shoreline Foundation, Inc. **FEIN:** 59-2695595

Address: 2781 SW 56th Avenue, Pembroke Park, FL 33023

Telephone: 954.985.0460 **Email:** kguy@shorelinefoundation.com | jwelch@shorelinefoundation.com

Authorized Signature — **Date** 7/30/26

James Royo — **Name**

President — **Title**

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/30/26 (date) by James Royo, Pres. (name of officer or agent, title of officer or agent) of Shoreline Foundation (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced — (type of identification) as identification.

Notary Public State of Florida
Jessica Welch
My Commission HH 497035
Expires 5/3/2028

[Notary Seal] Notary Public

Jessica Welch
Name typed, printed, or stamped
My Commission Expires: 5/3/28

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "B" Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Dated: 7/22/26

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Company Name: Shoreline Foundation, Inc.

Address: 2781 SW 56th Avenue, Pembroke Park, FL 33023

Telephone: 954.985.0460 **Email:** kguy@shorelinefoundation.com | jwelch@shorelinefoundation.com

Authorized Signature — **Date:** 7/30/26

Name: James Royo — **Title:** President

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "C" Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date:** **07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

_____
AFFIANT SIGNATURE

James Royo
Typed Name of AFFIANT

President
Title

The foregoing instrument was executed before me this 30 day of July, 2026 by James Royo as President of Shoreline Foundation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced — as identification.

Notary Public State of Florida
Jessica Welch
My Commission HH 497035
Expires 5/3/2028

NOTARY PUBLIC
STATE OF Florida
MY COMMISSION EXPIRES: 05/03/28

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "E" Bid Price Schedule and Acceptance of Terms and Conditions

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT consisting of thirty-five line items. Award of this contract will be based on the Total Lump Sum Price of the Base Bid Items.** The Bidder is to include all costs Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Subtotal and Total Lump Sum Bid Prices on the lines provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

Construction Cost Breakdown as per plans and specifications:

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
Section A: General Items					
1	Contractor's Bond and Insurance	LS	1	$97,500.00	$97,500.00
2	Mobilization (including one sign)	LS	1	$175,730.00	$ 175,730.00
3	Environmental Monitoring	LS	1	$45,000.00	$ 45,000.00
4	Construction Surveying and Quality Control Testing	LS	1	$45,000.00	$ 45,000.00
				Subtotal – General Items	$363,230.00
Section B: Access Pier 1					
5	Access Pier to Bulkhead Preparation	LS	1	$22,500.00	$ 22,500.00
6	14" Prestressed Concrete Piles	VLF	390	$135.00	$ 52,650.00
7	CIP Piles Caps	CY	3	$2,250.00	$ 6,750.00
8	CIP Closure Pour	CY	1	$1,150.00	$ 1,150.00
9	12" Prestressed Concrete Deck	SF	263	$85.00	$ 22,355.00
10	Handrail	LF	90	$250.00	$ 22,500.00
11	Expansion Joint	EA	5	$150.00	$ 750.00
				Subtotal – Access Pier 1	$ 128,655.00
Section C: Access Pier 2					
12	14" Prestressed Concrete Piles	VLF	390	$135.00	$ 52,650.00
13	CIP Piles Caps	CY	3	$2,250.00	$ 6,750.00
14	CIP Closure Pour	CY	1	$1,150.00	$ 1,150.00
15	12" Prestressed Concrete Deck	SF	230	$85.00	$ 19,550.00
16	Handrail	LF	83	$150.00	~~$ 14,525.00~~ $12,450.00

8/12/26

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

17	Expansion Joint	EA	5	$150.00	$ 750.00
				Subtotal-Access Pier 2	$ ~~95,375.00~~ $93,300.00
Section D: Main Dock					
18	14" Prestressed Concrete Piles	VLF	1050	$135.00	$ 141,750.00
19	CIP Piles Caps	CY	14	$2,250.00	$ 31,500.00
20	CIP Closure Pour	CY	3	$1,150.00	$ 3,450.00
21	12" Prestressed Concrete Deck	SF	1296	$85.00	$ 110,160.00
22	Expansion Joint	EA	12	$150.00	$ 1,800.00
23	Timber Curb	LF	310	$20.000	$ 6,200.00
				Subtotal – Main Dock	$ 294,860.00
Section E: Finger Piers					
24	14" Prestressed Concrete Piles	VLF	1980	$135.00	$ 267,300.00
25	CIP Piles Caps	CY	18	$2,250.00	$ 40,500.00
26	CIP Closure Pour	CY	12	$1,150.00	$ 13,800.00
27	12" Prestressed Concrete Deck	SF	858	$85.00	$ 72,930.00
28	Expansion Joint	EA	30	$150.00	$ 4,500.00
29	12" Fender Piles	VLF	2080	$95.00	$ 197,600.00
30	Plastic Pile Cap for Fender Piles	EA	52	$25.00	$ 1,300.00
31	SD Fenders	LF	545	$75.00	$ 40,875.00
32	Ladders	EA	6	$750.00	$ 4,500.00
33	Cleats	EA	36	$35.00	$ 1,260.00
				Subtotal – Finger Piers	$ 644,565.00
Section F: Revetment					
34	5" Marine Mattress	SF	3873	$65.00	$ 251,745.00
35	Armor Stone (Limestone)	TONS	1085	$185.00	$ 200,725.00
				Subtotal – Revetment	$ 452,470.00
				PROJECT TOTAL - BASE BID (Items 1-35)	$1,977,080.00 $ ~~1,979,155.00~~

8/12/26

One Million, Nine Hundred Seventy-Seven Thousand, Eighty
~~One Million, Nine Hundred Seventy-Nine Thousand, One Hundred Fifty Five~~ Dollars
(Grand Total Written in Words)

8/12/26

8/12/26

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

ALTERNATE: Additive Alternative – West Revetment:

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
36	6" Marine Mattress	SF	4247	$65.00	$276,055.00
37	Armor Stone (Limestone)	TONS	934	$185.00	$172,790.00
	ALTERNATE PROJECT TOTAL (Items 36-37)				$ 448,845.00

The price submitted constitutes full and complete compensation for all work described in the Invitation to Bid (ITB), including any and all associated costs, taxes, and fees. This price is valid for a period of ninety (90) days from the due date for submission of bids, without change or withdrawal.

Company Name: Shoreline Foundation, Inc.

Address: 2781 SW 56th Avenue, Pembroke Park, FL 33023

Telephone: 954.985.0460 **Email:** kguy@shorelinefoundation.com | jwelch@shorelinefoundation.com

FEIN: 59-2695595

The undersigned is duly authorized on behalf of the Company to submit this bid and enter into a contract in accordance with the terms and conditions of this ITB.

Authorized Signature	7/30/26 **Date**
James Royo **Name**	President **Title**

STATE OF Florida COUNTY OF Broward

The foregoing instrument was executed before me this 30 day of July, 2026, by James Royo as President of Shoreline Foundation, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced — as identification.

Notary Public State of Florida
Jessica Welch
My Commission HH 497035
Expires 5/3/2028

NOTARY PUBLIC
STATE OF Florida
MY COMMISSION EXPIRES: 05/03/28

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date:** **07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "F" Trench Safety Certification

(if required)

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.	Barricades	LS	1	$1,500.00	$1,500.00
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Shoreline Foundation, Inc.

Address: 2781 SW 56th Avenue, Pembroke Park, FL 33023

Telephone: 954.985.0460 **Email:** kguy@shorelinefoundation.com | jwelch@shorelinefoundation.com

Authorized Signature **Date** 7/30/26

Name James Royo **Title** President

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "G" Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Shoreline Foundation, Inc.

Address: 2781 SW 56th Avenue, Pembroke Park, FL 33023

Telephone: 954.985.0460 **Email:** kguy@shorelinefoundation.com | jwelch@shorelinefoundation.com

Authorized Signature	**Date** 7/30/26
Name James Royo	**Title** President

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "H" Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are underbid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

James Royo
_____
Typed Name of AFFIANT

President
_____
Title

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date:** **07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was executed before me this 30 day of July, 2026 by James Royo as President of Shoreline Foundation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of Florida

Notary Public State of Florida
Jessica Welch
My Commission HH 497035
Expires 5/3/2028

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "I" Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by Shoreline Foundation, Inc. [Name of entity submitting sworn statement] whose business address is 2781 SW 56th Ave., Pembroke Park, FL and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2695595 of the individual signing this sworn statement: James Royo.

My name is James Royo and my relationship to the above entity is President.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-26-10-COC for Marine Construction Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date:** **07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

James Royo
_____
Typed Name of AUTHORIZED SIGNATORY

President
_____
Title

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was executed before me this 30 day of July, 2026 by James Royo as President of Shoreline Foundation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Notary Public State of Florida
Jessica Welch
My Commission HH 497035
Expires 5/3/2028

_____
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "J" Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

See attached

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
x	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation		06/02/86			
Principal Place of Business (Enter Address)		2781 SW 56th Avenue, Pembroke Park, FL 33023			
Federal I.D Number		59-2695595			

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Shoreline Foundation, Inc.

Address: 2781 SW 56th Avenue, Pembroke Park, FL 33023

Telephone: 954.985.0460 **Email:** kguy@shorelinefoundation.com | jwelch@shorelinefoundation.com

James Royo — **Authorized Signature** — 7/30/26 — **Date**

James Royo — **Name** — President — **Title**

FIL..

JUN 2 2 201..

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

of

SHORELINE FOUNDATION, INC.

We, the undersigned, hereby associate together for the purpose of becoming a Corporation under the laws of the State of Florida, by and under the provisions of the Statutes of the State of Florida, providing for the formation, liabilities, rights, privileges and immunities of corporations.

ARTICLE I

The name of the Corporation shall be:

SHORELINE FOUNDATION, INC.

Its business shall be carried out at Miami, Dade County, Florida, or at such other points or places in the State of Florida, the United States, or foreign countries as may, from time to time, be authorized by the Board of Directors.

ARTICLE II

The general nature of the business or businesses to be transacted by the Corporation is as follows: The transaction of any or all lawful business for which corporations may be incorporated under Florida Statutes, Section 607 et seq.

ARTICLE III

The maximum number of shares of stock this Corporation is authorized to have outstanding at any time shall be one hundred shares ONE ($1.00) DOLLAR par value.

ARTICLE IV

This Corporation shall exist perpetually.

ARTICLE V

The principal place of business of this Corporation

shall be located at: 1221 N. E. 214 St., North Miami, FL 33179, and may have such other places of business, both within and without the State of Florida and in foreign countries, as may be necessary and convenient.

ARTICLE VI

The business of this Corporation shall be conducted by a Board of Directors which shall consist of one Director.

ARTICLE VII

The name and post office address of the first Board of Directors of this Corporation, who shall hold office until the organizational meeting of this Corporation and until their successors are elected and have qualified, are:

JAMES ANTHONY ROYO
1221 N. E. 214 St.
North Miami, FL 33179

ARTICLE VIII

The name and address of each incorporator of this Corporation is as follows:

JAMES ANTHONY ROYO
1221 N. E. 214 St.
North Miami, FL 33179

ARTICLE IX

The offices to be held by the above named directors are as follows:

JAMES ANTHONY ROYO - President, Secretary

ARTICLE X

The name and address of the initial registered agent is:

LAWRENCE M. WEINER, 1911 N. E. 172 St., North Miami Beach, Florida 33162.

ARTICLE XI

The provisions of this Charter, and each and every Article and Section hereof, and the Bylaws of this Corporation shall be considered a part of every contract and transaction to which this Corporation shall be a party. Every person, association and/or corporation dealing with this Corporation is hereby charged with notice and knowledge of this Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23 day of May, 1986.

James Anthony Royo

JAMES ANTHONY ROYO, President, Secretary

STATE OF FLORIDA)
SS
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared James Anthony Royo to me well known to be the person described in and who executed and subscribed the foregoing Articles of Incorporation and he acknowledged, before me, that he executed the same and subscribed to the same for the purposes therein expressed.

WITNESS my hand and official seal at North Miami Beach, Florida, this 23 day of May, 1986.

Lawrence M. Weiner

NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

Notary Public, State of Florida
My Commission Expires July 26, 1989
Bonded thru Fain - Insurance, Inc.

FILED

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

2:20 PM 06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First: That SHORELINE FOUNDATION, INC. desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation at 1221 N. E. 214 St., North Miami, Florida 33179, has named LAWRENCE M. WEINER, located at 1911 N.E. 172 St., North Miami Beach, FL 33162, as its agents to accept service of process within this State.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act, relative to keeping open said office.

BY Lawrence M. Weiner
LAWRENCE M. WEINER
Resident Agent

Shoreline Foundation Inc.
2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

July 30, 2026

Re: Corporate Resolution Meeting for the signing of the Bid Submittal – Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

It is therefore, unanimously resolved that the appointed officer and director James A. Royo (President) shall have the authority to sign the Proposal as the officer representing this bid.

There being no further business, the meeting was declared adjourned, and in witness thereof the officers signed below on the date first written above.

James A. Royo, President

Barry S. Reed, Vice President/Secretary

John R. McGee, Vice President/Treasurer

State of: Florida

County of: Broward

The foregoing instrument was acknowledged before me this 30 day of July. 2026
by James Royo, who is personally known to me, or who has produced —
as identification.

Notary Signature

Notary Public State of Florida
Jessica Welch
My Commission HH 497035
Expires 5/3/2028

(SEAL)

Shoreline Foundation Inc.
2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

July 30, 2026

To Whom It May Concern,

I, **James Royo**, President of **Shoreline Foundation, Inc.**, hereby authorize the individuals listed below to execute contracts, agreements, proposals, change orders, bid documents, and any other documents requiring an authorized signature on behalf of Shoreline Foundation, Inc., within the scope of their duties and authority.

Authorized Representatives:

- **Barry Reed** – Vice President
- **John McGee** – Vice President

This authorization shall remain in full force and effect until revoked or amended in writing by the undersigned.

Should you have any questions regarding this authorization, please do not hesitate to contact me.

Sincerely,

James Royo
President
Shoreline Foundation, Inc.

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	**Solicitation Number:** **ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date:** **07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "K" Proposed Schedule of Subcontractor Participation

☒ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
	Subs are not anticipated		
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Shoreline Foundation, Inc.

Address: 2781 SW 56th Avenue, Pembroke Park, FL 33023

Telephone: 954·985·0460 **Email:** kguy@shorelinefoundation.com | jwelch@shorelinefoundation.com

Authorized Signature — **Date** 7/30/26

Name James Royo — **Title** President

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞**Failure to submit this form may be grounds for disqualification of your submittal**☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

*Please see attached "Exhibit C"

Attachment "L" References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Sebastian Inlet North Jetty Improvements				
Type of Project/Service: After storm damage compromised the North Jetty revetment wall, Shoreline Foundation, Inc. stepped in to restore and reinforce the area. The project included removal of the existing walkway, concrete revetment, and armor stone, followed by installation of 400 LF of steel sheet pile in an oval layout. A 10-foot concrete skirt wall was constructed, along with 840 SY of marine mattress filled with 450 tons of bedding stone, extending 30 feet into the water.				
Address: 9700 S. Hwy. A1A, Melbourne Beach, FL 32951				
Contracting Agency/Client: Sebastian Inlet District				
Contact Name and Phone #: 321.721.5175				
Contact Email Address and Fax #: jgray@sitd.us				
Contract Amount: $2,226,191.50	Start Date:	11/5/24	End Date:	6/13/25
Project #2:				
Project Name: Dr. Von D. Mizell-Eula Johnson Park Boardwalk				
Type of Project/Service: This project included the replacement of a 452 LF elevated wooden walkway with a new structure supported by 106 precast concrete piles, wood framing, composite decking, and a new handrail system. The second phase involved the demolition and reconstruction of a 1,000 LF concrete walkway along a storm-damaged rock jetty.				
Address: 6503 N. Ocean Drive, Dania, FL 33004				
Contracting Agency/Client: FL DEP				
Contact Name and Phone #: 772.402.9465				
Contact Email Address and Fax #: jimmcguire@floridadep.gov				
Contract Amount: $4,487,800.00	Start Date:	5/1/24	End Date:	4/30/25
Project #3:				
Project Name: Veterans Memorial Bridge				
Type of Project/Service: This reconstruction project involved the demolition of the old bridge, including the removal of decking, pile caps, concrete piles, and water and electrical lines. The new bridge construction included the installation of twelve 18" concrete piles in a four-bent configuration.				
Address: 100 Dahlia Lane, Vero Beach, FL 32963				
Contracting Agency/Client: City of Vero Beach				
Contact Name and Phone #: 772.978.4863				
Contact Email Address and Fax #: alinville@covb.org				
Contract Amount: $1,509,227.08	Start Date:	3/15/23	End Date:	5/31/24

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Project #4:				
Project Name: Mayport Docks Redevelopment Project				
Type of Project/Service: This project involved constructing a new concrete dock in the shape of an "L," along with an associated concrete floating dock. The primary dock has dimensions of approximately 42 feet in width and 100 feet in length, with an additional "L" branch measuring 17 feet by 150 feet. It is supported by 78 concrete piles, each measuring 24 inches square, ranging from 65 to 130 feet in length and arranged across 14 bents. These bents consist of 3 to 8 piles, configured with a mix, including batter piles.				
Address: 4638 Ocean Street, Jacksonville, FL 32233				
Contracting Agency/Client: City of Jacksonville				
Contact Name and Phone #: 904.255.8925				
Contact Email Address and Fax #: dweinstein@coj.net				
Contract Amount: $4,755,080.00	Start Date:	4/20/22	End Date:	10/31/23
Project #5:				
Project Name: Fort DeSoto Bay Pier Replacement				
Type of Project/Service: We've successfully demolished the previous Bay Fishing Pier and Baitshop at Fort Desoto Park and have replaced it with an expansive new pier. This updated pier boasts a covered shade structure, a gangway leading to the ferry launch, mooring pilings, ADA-accessible railing fishing stations, environmentally-friendly turtle-friendly bollard lighting, fish cleaning stations, and quick-connect hose bibs for easy maintenance.				
Address: 3500 Pinellas Bayway South Tierra, Verde, FL 33715				
Contracting Agency/Client: Pinellas County, FL				
Contact Name and Phone #: 727.464.8864				
Contact Email Address and Fax #: alafita@pinellascounty.org				
Contract Amount: $4,725,770.91	Start Date:	3/1/22	End Date:	8/27/23

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "M" Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: Shoreline Foundation, Inc.

Address: 2781 SW 56th Avenue, Pembroke Park, FL 33023

Telephone: _____ **Email:** kguy@shorelinefoundation.com | jwelch@shorelinefoundation.com

_____ 7/30/26

Authorized Signature **Date**

James Royo President

Name **Title**

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was executed before me this 30 day of July, 2026 by James Royo as President of Shoreline Foundation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Notary Public State of Florida
Jessica Welch
My Commission HH 497035
Expires 5/3/2028

_____
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "O" Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Company Name: Shoreline Foundation, Inc.

Address: 2781 SW 56th Avenue, Pembroke Park, FL 33023

Telephone: 954.985.0460 **Email:** kguy@shorelinefoundation.com | jwelch@shorelinefoundation.com

Authorized Signature	**Date** 7/30/26
Name James Royo	**Title** President

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date:** **07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "P" Verify Contractor Affidavit

I hereby certify that Shoreline Foundation [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Shoreline Foundation [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: James Royo
Date: 7/30/26

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this July 30 2026 (date) by James Royo (name of officer or agent, title of officer or agent) of Shoreline Foundation (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public – Jessica Welch

Name typed, printed, or stamped
My Commission Expires: 05/03/28

Notary Public State of Florida
Jessica Welch
My Commission HH 497035
Expires 5/3/2028

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "Q" Federally Required Contract Clauses

~~for FEMA Grantees and Subgrantees~~

~~1. *Equal Employment Opportunity*~~

~~During the performance of this contract, the contractor agrees as follows:~~

~~(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:~~

~~Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.~~

~~(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.~~

~~(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.~~

~~(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

~~(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~

~~(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~

~~(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.~~

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

e. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

5. Rights to Inventions Made Under a Contract or Agreement Not Applicable

Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that

~~the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

~~c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~**7. Federal Water Pollution Control Act**~~

~~a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.~~

~~b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.~~

~~c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.~~

~~**8. Suspension and Debarment**~~

~~*a.* This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).~~

~~*b.* The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.~~

~~*c.* This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.~~

~~*d.* The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.~~

~~**9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**~~

~~a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.~~

~~10. PROCUREMENT OF RECOVERED MATERIALS~~

~~a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—~~

~~i. Competitively within a timeframe providing for compliance with the contract performance schedule;~~

~~ii. Meeting contract performance requirements; or~~

~~iii. At a reasonable price.~~

~~b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.~~

~~c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.~~

~~11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES~~

~~a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—~~

~~b. Prohibitions.~~

~~i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.~~

~~ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:~~

~~1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;~~

~~3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or~~

~~4. Provide, as part of its performance of this contract, subcontract, or other~~

~~contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.~~

~~c. *Exceptions.*~~

~~i. This clause does not prohibit contractors from providing~~

~~1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or~~

~~2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.~~

~~ii. By necessary implication and regulation, the prohibitions also do not apply to:~~

~~1. Covered telecommunications equipment or services that:~~

~~a. Are *not used* as a substantial or essential component of any system; *and*~~

~~b. Are *not used* as critical technology of any system.~~

~~2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.~~

~~d. *Reporting requirement.*~~

~~i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.~~

~~ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:~~

~~1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.~~

~~2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.~~

~~e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.~~

~~12. DOMESTIC PREFERENCES FOR PROCUREMENTS~~

~~a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:~~

~~i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.~~

~~ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.~~

~~iii.~~

~~13. Access to Records~~

~~The following access to records requirements apply to this contract:~~

~~(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.~~

~~(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.~~

~~(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.~~

~~14. *DHS Seal, Logo, and Flags*~~

~~The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.~~

~~15. *Compliance with Federal Law, Regulations, and Executive Orders*~~

~~This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.~~

~~16. *No Obligation by Federal Government*~~

~~The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.~~

~~17. *Program Fraud and False or Fraudulent Statements or Related Acts*~~

~~The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also~~

~~disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.~~

~~APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING~~
~~Certification for Contracts, Grants, Loans, and Cooperative Agreements~~
~~(To be submitted with each bid or offer exceeding $100,000)~~
~~The undersigned [Contractor] certifies, to the best of his or her knowledge, that:~~
~~1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.~~
~~2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~
~~3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.~~
~~This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.~~

~~The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.~~

~~18.~~ ~~*Affirmative Socioeconomic Steps*~~

~~If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.~~

~~19.~~ ~~*Copyright and Data Rights* – ***Not applicable***~~

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used~~

~~herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory of the firm, understand and agree to all the applicable federal terms and provisions provided herein.~~

~~**Company Name:**~~ _____

~~**Address:**~~ _____

~~**Telephone:**~~ _____ ~~**Email:**~~ _____

_____ _____

~~**Authorized Signature**~~ ~~**Date**~~

_____ _____

~~**Name**~~ ~~**Title**~~

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

ATTACHMENT "R" Human Trafficking Affidavit

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein
2. I currently serve as President (Role) of Shoreline Foundation, Inc. (Company).

3. Shoreline Foundation, Inc. (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I James Royo, President (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Shoreline Foundation, Inc.
NAME OF BUSINESS ENTITY

SIGNATURE

James Royo, President
TYPE NAME AND TITLE

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

Exhibit "A"

Addendums

COCOA
FLORIDA

Finance Department, Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8844
www.CocoaFL.gov

July 22, 2026

Addendum 1
To the Contract Documents and Specifications:
ITB B-26-10-COC
Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

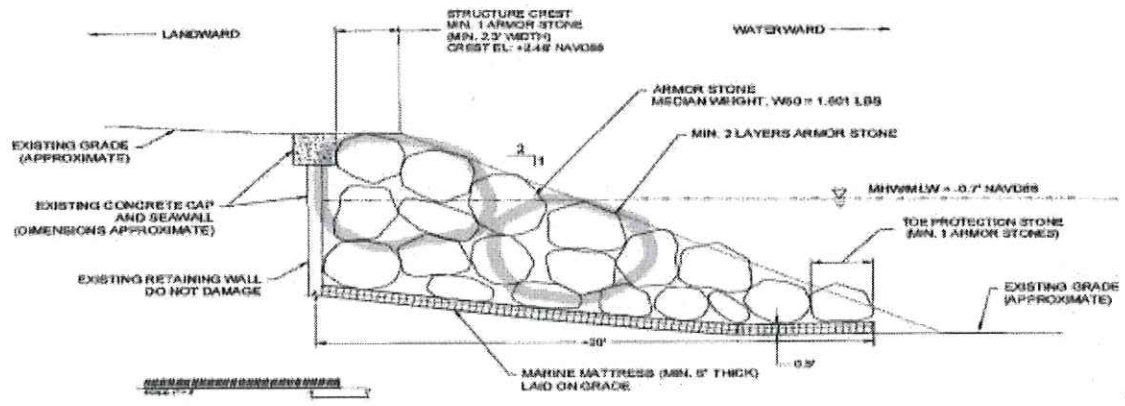
To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions. The questions are listed below numbered 1 through 29 with responses provided in red below the question.

1. On sheet C-11 the Min. Tip Elevation is -45' and the Pile installation notes (5) give criteria on Allowable Bearing Resistance of the soil. It both are achieved before the full length of the pile is installed then are we allowed to cut off the pile? If so, what will be the purpose of the Corrugated Tube design in section A and B?
   Answer: If installed piles reach both the minimum tip elevation and the allowable soil bearing resistance, the Contractor may cut the pile head at the cutoff elevation shown on C-11. Per Detail A on C-11, the corrugated tube must extend to at least the depth shown for dowel installation. To meet this requirement after cutoff, the Contractor may furnish piles with additional corrugated tube length.

2. On sheet C-15 the detail and gradation design could look closer to the following given the diameter of the largest class stone is over 3'. Will this be acceptable?



Answer:

The revetment generally requires 2 stone minimum thickness.
The armor gradation requirement is revised to the following:

Finer %	Dn (ft)	W (lbs)
15	1.45	457
50	1.99	1,182
85	2.69	2,920
100	2.87	3,546

3. A 6'&8' wide prestressed is not common per my supplier. They offer 4' and 5'. Would it be acceptable to use 2 ea. 4' for the main dock and a 5' for the map?
   Answer: No.

4. Plan sheet C-11 Pre-Stressed Pile Details, Section B notes: "Fiber Bar Per Prestress Engineer". Is the contractor responsible for designing the pile design?
   Answer: For clarification, Section B notes "Framing bars per Prestress Engineer". Drawing C-5, Prestressed Concrete Piles and Slabs (Deck), clarifies that the Contractor shall engage a specialty engineer to design the prestressed piles and concrete members.

5. Plan sheet C-11, Section C shows a cylinder in the center of the pile but does not mentioned what it is. What are the details of this cylinder?
   Answer: Ignore the cylinder shown in Section C.

6. Plan sheet C-11, Section B shows framing bars in the same location where Section C shows (8) 0.60" DIA. Strands. Which detail do we use?

   Answer: C-5, Prestressed Concrete Piles and Slabs (Deck), clarifies that the Contractor shall engage a specialty engineer to design the prestressed piles and concrete members. The prestressed engineer must determine the exact prestressing strand pattern and the location relative to the framing bars.

7. Plan sheet C-11 Detail A - Corrugated tube Elevation. Does the corrugated tube have a minimum amendment?

   Answer: Per Detail A on C-11, the corrugated tube must extend to at least the depth shown for dowel installation. To meet this requirement after cutoff, the Contractor may furnish piles with additional corrugated tube length at their discretion and judgement.

8. Plan sheet C-11 Pile Design Notes - Note 4, similar to question 1. Does the contractor design the piles?

   Answer: Drawing C-5, Prestressed Concrete Piles and Slabs (Deck), clarifies that the Contractor shall engage a specialty engineer to design the prestressed piles and concrete members.

9. What is the engineer's estimate or budget?

   Answer: Please refer to the grant agreement for current estimated costs.

10. Existing Utilities and Site Information. The contract drawings identify existing utilities, capped conduits, overhead power, and existing drainage structures within the project limits. Please confirm:

    All existing utilities have been verified.

    Answer: Contractor is responsible for verifying utilities during construction.

    Utility ownership and responsibility.

    Answer: Contractor is responsible for verifying utilities during construction.

    Utilities to remain in service.

    Answer: There are no utilities to remain in service. Conduit penetrations at dock entrance/seawall interface will be capped. See Drawings.

    Contractor responsibilities if unforeseen utility conflicts are encountered.

    Answer: Notify the Owner.

    Availability of any additional as-built utility information not included in the bid documents.

    Answer: None available. Contractor is responsible for locating and verifying utilities.

11. Existing Structures and Demolition Limits. Please clarify:

Exact limits of demolition.
Answer: See construction drawings.

Removal requirements for piles below mudline.
Answer: The Owner is not currently aware of piles below the mudline.

Disposal requirements for demolished materials.
Answer: Contractor shall dispose of any demolished materials at an appropriate facility in accordance with Florida law.

Ownership of salvaged materials.
Answer: Unless otherwise directed by the Owner, all demolished materials shall become the property of the Contractor and shall be legally disposed of. Any materials identified by the Owner for salvage shall remain the property of the City of Cocoa and shall be delivered to a location designated by the Owner.

Whether abandoned foundations or piles may remain if outside the proposed work limits.
Answer: The Owner is not currently aware of relic piles/foundations in the project footprint. If encountered notify the Owner.

12. Geotechnical Information and Differing Site Conditions. Please confirm:

The provided geotechnical report is representative of all proposed pile locations.
Answer: The Contract Documents provide the geotechnical report for Contractor's use and planning for pile driving. Contractor to review and bid accordingly.

No additional subsurface investigations are available.
Answer: The historical shallow boring information reports: COC013 Riverfront Universal Geotech Report 01 2019 (Attachment 1) and the COC011 T-Docks Universal Geotech Report 01 2019 (Attachment 2) are included as attachments to this addendum.

The contract includes provisions for differing site conditions should subsurface conditions differ materially from those indicated.
Answer: The Contract includes the differing site conditions provisions contained in the Contract Documents. Any unforeseen conditions shall be handled in accordance with the applicable contract requirements. The Contractor shall promptly notify the Owner before proceeding with work affecting the differing condition.

13. Pile Installation Requirements. Please provide clarification regarding:

Minimum pile penetration.

Answer: Drawing C-6, Prestressed Concrete Pile Installation, Note 1 provides the penetration criteria for installing prestressed concrete piles. Drawing C-11, Pile Data Table, provides the minimum tip for lateral stability and the minimum allowable bearing resistance. Drawing C-12 provides the minimum tip elevation for timber fender piles.

Refusal criteria.

Answer: Drawing C-6, Prestressed Concrete Pile Monitoring, Note 2 provides refusal criteria.

Installation tolerances.

Answer: Drawing C-6, Prestressed Concrete Pile Installation, Note 4 provides installation tolerances under the heading Maximum Deviations.

Cutoff elevations.

Answer: Drawing C-11, Pile Data Table, provides the cutoff elevations.

Acceptance criteria.

Answer: Drawing C-11, Pile Data Table, provides the cutoff elevations.

Required pile testing (PDA, dynamic, static, or integrity testing).

Answer: PDA, dynamic, static, or integrity testing is not required by the Contract. Drawing C-11, Pile Data Table, provides cutoff elevations. Drawing C-6, Prestressed Concrete Pile Installation, Note 7 provides requirements for verifying bearing capacity.

Responsibility for testing costs.

Answer: Drawing C-6, Prestressed Concrete Pile Installation, Note 7 provides requirements for verifying bearing capacity. If the Contractor elects to perform pile testing, incorporate the cost into the bid price.

14. Marine Access and Construction Operations. Please clarify any restrictions associated with:

Barge size and draft.

Answer: Contractor is responsible for providing means and methods to complete project. Contractor shall review Bidding Documents and local, State, Federal requirements for restrictions.

Crane operations.

Answer: Contractor is responsible for providing means and methods to complete project. Contractor shall review Contract Documents and local requirements for restrictions. Contractor is advised overhead powerlines at the project site as indicated on Construction Documents.

Navigation restrictions.
Answer: Contractor must orient equipment as to not impact boat ramp operations.

Temporary channel closures.
Answer: Contractor must orient equipment as to not impact boat ramp operations.

Temporary mooring or spud locations.
Answer: Contractor must orient equipment as to not impact boat ramp operations.

15. Revetment Construction. Please clarify:

Measurement and payment quantities.
Answer: Quantiles are provided on Sheet C-15.

Stone gradation tolerances.
Answer: : Armor stone gradation is provided on Sheet C-15. Armor stone revetment shall be installed within 6" above neat line and not more than 2" below neat line.

Inspection requirements.
Answer: See submittal requirements on Drawings. Owner's representative will inspect the work for compliance with Contractor furnished submittals such as but not limited to as-built survey, armor stone and marine mattress submittal requirements presented on Contract Documents.

Acceptance criteria.
Answer: Armor stone revetment shall be installed within 6" above neat line and not more than 2" below neat line.
Contractor shall supply as-built survey to document the structures are within compliance of this tolerance and Contract Documents.

Requirements for the Contractor's stone placement plan.
Answer: See Sheet C-4 of Drawings.

16. Protection of Existing Facilities. Please identify acceptable methods for protecting:

Existing seawall.
Answer: Contractor to provide means and methods so as to not damage existing structures.

Existing pile-supported platform.
Answer: Contractor to provide means and methods so as to not damage existing structures.

Existing bulkhead.
Answer: Contractor to provide means and methods so as to not damage existing structures.

Existing drainage structures.

Answer: Contractor to provide means and methods so as to not damage existing structures.

Adjacent public infrastructure during construction.

Answer: Contractor to provide means and methods so as to not damage existing structures.

17. Public Access and Traffic Maintenance. Please clarify the minimum requirements for maintaining:

Public pedestrian access
Boat ramp operations.
Vehicular circulation.
Temporary closures.
Contractor work zones.
Temporary fencing requirements.

Answer: See Section 1.01 of the ITB. The Contractor shall maintain safe public access to the site and adjacent facilities to the maximum extent practicable throughout construction. Temporary closures shall be minimized, coordinated with the Owner in advance, and approved prior to implementation. The Contractor shall provide and maintain all necessary traffic control devices, barriers, fencing, and pedestrian protection in accordance with applicable regulations."

18. Environmental Compliance. Please confirm all environmental requirements including:

Turbidity monitoring.

Answer: See permits and associated conditions within Contract Documents.

Manatee protection.

Answer: See permits and associated conditions within Contract Documents.

Protected species restrictions.

Answer: See permits and associated conditions within Contract Documents.

Seasonal work limitations.

Answer: See permits and associated conditions within Contract Documents.

Environmental reporting responsibilities.

Answer: See permits and associated conditions within Contract Documents.

19. FIND Grant Requirements. Please identify all contractor obligations associates with the Florida Inland Navigation District (FIND) grant, including:

    Reporting.
    Documentation.
    Payment procedures.
    Inspection requirements.
    Closeout documentation.
    Any grant-specific contract provisions not contained within the specifications.

    Answer: The Contractor shall comply with all applicable requirements contained in the Bidding Documents and provide documentation reasonably requested by the Owner to support grant administration, including certified payrolls (if applicable), schedule updates, inspection coordination, payment documentation, material certifications, and closeout documentation necessary for grant reimbursement.

20. Survey Control. Please provide:

    Horizontal control.
    Answer: Contractor to establish their own survey control.

    Vertical control.
    Answer: Contractor to establish their own survey control.

    Benchmark information
    Answer: Contractor to establish their own survey control. Tolerances for various proposed construction features provided on Contract Documents.

    Construction survey tolerances.
    Answer: Contractor to establish their own survey control. Tolerances for various proposed construction features provided on Contract Documents.

    As-built survey requirements.
    Answer: See Sheet C-3

21. Contractor Staging and Site Logistics. Please identify approved locations for:

    Equipment staging.
    Material storage.
    Crane assembly.
    Fuel storage.
    Temporary laydown areas.
    Employee parking.

    Answer: : See Section 1.01 of the ITB. All staging , material storage, equipment locations, fuel storage, and employee parking areas shall remain within areas approved by the Owner and shall not interfere with public operations.

22. Shop Drawings and Long-Lead Materials. Please clarify:

Anticipated shop drawing review durations.
Answer: The Owner and Engineer will review and provide shop drawing response no later than 14 calendar days.

Long-lead materials identified by the Engineer or Owner.
Answer: This is responsibility of the Contractor.

Procurement priorities that may impact the project schedule.
Answer: We currently do not have any procurement issues.

23. Weather Delays and Contract Time. Please clarify the contract provisions regarding:

Weather delays.
Names tropical storm or hurricane impacts.
Excusable delays.
Extension of contract time.

Answer: Weather delays, named storm impacts, excusable delays, and requests for extensions of contract time shall be administered in accordance with the Contract Documents. Any request for additional contract time shall be submitted in writing with supporting documentation for Owner review.

24. Bid Quantities and Bid Alternate. Please confirm:

Measurement and payment methodology.
Answer: See Sheet C-3/C-4 of Drawings.

Adjustment procedures for estimated quantities.
Answer: Refer to 4.24 of General Terms and Conditions regarding work quantities.

Award methodology for the Bid Alternate.
Answer: The Bidding Documents identify the work to be bid. The City reserves the right to evaluate all bids and make an award in accordance with the ITB, and applicable procurement requirements.

Whether the Alternate will be considered when determining the lowest responsive and responsible bidder.
Answer: The Bidding Documents identify the work to be bid. The City reserves the right to evaluate all bids and make an award in accordance with the ITB, and applicable procurement requirements.

25. General Contract Clarifications: Please confirm whether any additional addenda are anticipated addressing:

Technical revisions.
Answer: Not at this time other than clarification through official bid addenda.

Specification updates.
Answer: Not at this time other than clarification through official bid addenda.

Drawing revision.
Answer: Not at this time other than clarification through official bid addenda.

Permit conditions.
Answer: Available permits in Contract Documents are not anticipated to be changed. Permits for the Bid Alternate – West Revetment has yet to be issued.

Utility Coordination.
Answer:
It is the Contractor's responsibility to complete utility locates and associated coordination as required to complete work.

Environmental agency comments received after issuance of the bid documents.
Answer: This is unknown and out of the Owners control. It is not currently anticipated.

26. Is Builder's Risk required?
    Answer: Please refer to the bid documents.

27. In the Invitation to Bid, Attachment "E" Bid Price Schedule, the description for Item 34 is 5" Marine Mattress. The drawings indicate 6" Marine Mattress. Please clarify which thickness is required?
    Answer: 6" marine mattress.

28. For the Revetment, is there a geotextile underlayment required under the marine mattress? If so, what are specifications/details?
    Answer: Yes. The marine mattress structure shall incorporate and include US 670 fabric on the underside of mattress including 2-ft overlap extensions. See attached example detail figure to support bid development.

29. Is the owner or contractor responsible for handling the permitting process and fee?
    Answer: Owner is obtaining the Water Management District and USACE permit. All other permits are to be obtained by the Contractor.

All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

Brian Dale, Procurement and Budget Manger
City of Cocoa

Exhibit "B"

Bid Bond

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

Attachment "D" Bid Security Bond

Used

BOND NO: BID BOND

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Shoreline Foundation, Inc.

as Principal, and, Berkley Insurance Company as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa ITB B-26-10-COC titled Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks" for a period of (90) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this 31st day of July, 2026

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: Shoreline Foundation, A Florida Corporation (Affix Contractor's Corporate Seal Above)

Mailing Address: 2781 SW 56th Ave., Pembroke Park, FL 33023

Telephone Number: 954.985.0460 Fax Number: 954.985.0462 E-mail Address: jwelch@shorelinefoundation.com

Authorized Signatory	James Royo	President	7/28/26
	Printed Name	Title	Date

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number: ITB B-26-10-COC**
	INVITATION TO BID (ITB)	**Due Date: 07/31/2026**

TITLE: Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"

STATE OF Florida

COUNTY OF Miami-Dade

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Charles J. Nielson, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF Florida, TO REPRESENT Berkley Insurance Company OF 475 Steamboat Road, Greenwich, CT 06830,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF Delaware (THE "SURETY").

SAID Charles J. Nielson FURTHER CERTIFIES THAT AS AGENT FOR THE SAID Berkley Insurance Company THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "E" BID PRICE SCHEDULE, ON BEHALF OF Shoreline Foundation, Inc., TO THE CITY OF COCOA COVERING ITB B-26-10-COC titled Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks" IN COCOA, FLORIDA.

NOTARY PUBLIC Cindy Lyons

CINDY LYONS
MY COMMISSION # HH 788287
EXPIRES: November 17, 2026

STATE OF Florida

MY COMMISSION EXPIRES: 11/17/2026

Surety Name: Berkley Insurance Company (Affix Surety's Corporate Seal Above)

Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number
	Charles J. Nielson		Charles J. Nielson	A192265

Surety Mailing Address: 475 Steamboat Road, Greenwich, CT 06830

Agent Mailing Address: 15050 NW 79th Court, #200, Miami Lakes, FL 33016

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Telephone Number: 203-542-3800

Telephone Number: 305-722-2669

Fax Number: N/A

Fax Number: N/A

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

No. BI-10406

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Charles D. Nielson; Charles J. Nielson; Donald A. Lambert, III; Joseph P. Nielson; Jarrett Merlucci; David R. Hoover; Brett Rosenhaus; Laura D. Mosholder; Dale A. Belis; or Kevin R. Wojtowicz of Acrisure Southeast Partners Insurance Services, LLC of Leesburg, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

(Seal)

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA G. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 31st day of July, 2026.

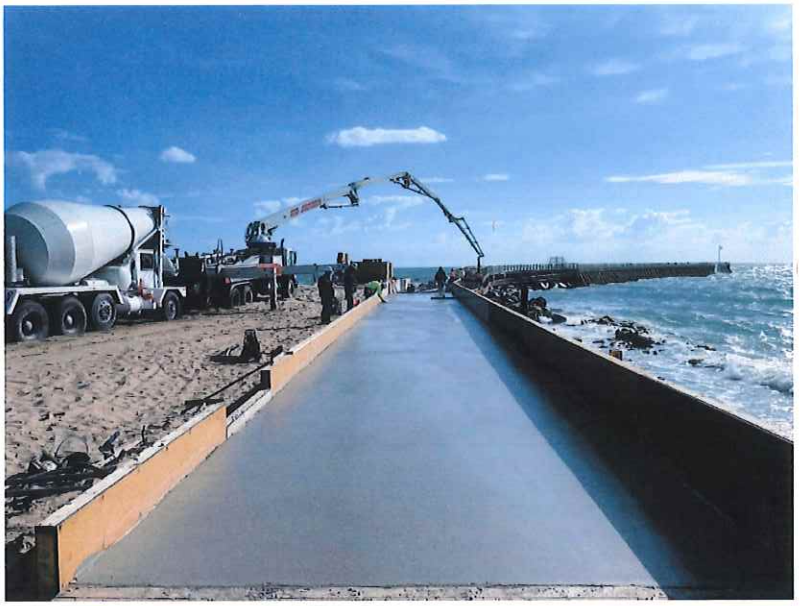
(Seal)

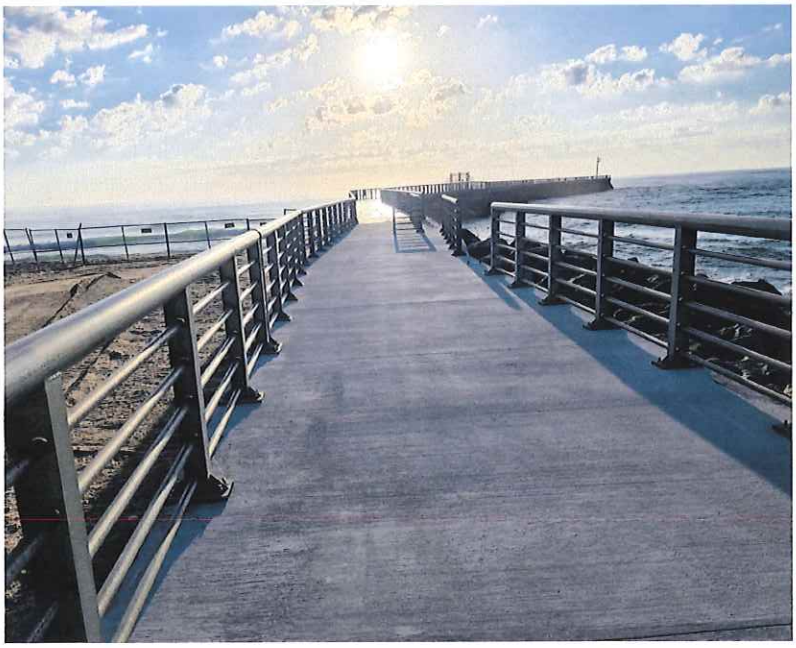
_____
Vincent P. Forte

Exhibit "C"

Past Experiences

Project: Sebastian Inlet North Jetty Improvement





Location:
9700 S Hwy A1A,
Melbourne Beach, FL 32951

Owners Representative:
Sebastian Inlet District
James D. Gray, Exec. Director
Sebastian Inlet District
114 Sixth Avenue
Indialantic, FL 32903
Phone: 321.724.5175
jgray@sitd.us

Construction Dates:
Start: 11/05/2024
Finish: 06/13/2025

Construction cost:
$ 2,226,191.51

Change Orders:
Yes

Project Status:
Complete

SFI Project Manager:
Kevin Land

SFI Project Superintendent:
Paul Bedard

Relevance/Scope of Work:
After storm damage compromised the North Jetty revetment wall, Shoreline Foundation, Inc. stepped in to restore and reinforce the area. The project included removal of the existing walkway, concrete revetment, and armor stone, followed by installation of 400 LF of steel sheet pile in an oval layout. A 10-foot concrete skirt wall was constructed, along with 840 SY of marine mattress filled with 450 tons of bedding stone, extending 30 feet into the water. SFI then placed 1,650 tons of 48" armor stone for shoreline protection. A new sidewalk with handrails was added, reconnecting to the north pier, and the project was completed with sand dune restoration and native beach plantings.

Project: Dr. Von D. Mizell-Eula Johnson Park Boardwalk

Location:
6503 N. Ocean Drive
Dania Beach, FL 33004




Owners Representative:
Jim McGuire
Florida Department of Environmental Protection
Phone: 772.402.9465
Cell: 772.380.6938
Jim.McGuire@floridadep.gov

Construction Dates:
Start: 05/01/2024
Finish: 04/30/2025

Construction cost:
$ 4,487,800.00




Change Orders:
Yes

Project Status:
Completed

SFI Project Manager:
Kevin Land

SFI Project Superintendent:
Fred Maxwell

Relevance/Scope of Work:
This project included the replacement of a 452 LF elevated wooden walkway with a new structure supported by 106 precast concrete piles, wood framing, composite decking, and a new handrail system. The second phase involved the demolition and reconstruction of a 1,000 LF concrete walkway along a storm-damaged rock jetty. The jetty was stabilized with additional stone and grout, followed by the installation of a 10' wide reinforced concrete sidewalk with fishing bump-outs. An FDOT-approved aluminum handrail was installed along both sides, resulting in a cost savings of over $105,000 through value engineering.

Project: Veterans Memorial Bridge





Location:
100 Dahlia Lane
Vero Beach, FL 32963

Owners Representative:
Vero Beach Public Works Austin
M. Linville, EI
1053 20th Place
Vero Beach, FL 32960
Phone: 772.978.4863
ALinville@covb.org

Construction Dates:
Start: 03/15/2023
Finish: 05/31/2024

Construction cost:
$ 1,509,227.08

Change Orders:
None

Project Status:
Completed

SFI Project Manager:
Kevin Land

SFI Project Superintendent:
Jonathan Sawicky

Relevance/Scope of Work:
This reconstruction project involved the demolition of the old bridge, including the removal of decking, pile caps, concrete piles, and water and electrical lines. The new bridge construction included the installation of twelve 18" concrete piles in a four-bent configuration. Due to access restrictions, pile installation was performed from a barge. Once the new piles were in place, pile caps were formed and poured on-site. The bridge was constructed with precast decking panels, topped with stamped colored concrete for the finish. Additionally, 42" concrete barrier curbs were poured in place, with an aluminum top rail installed. New water lines were installed using directional boring, and new electrical lines were run through the concrete curb.

Project: Mayport Docks Redevelopment Project

Location:
4638 Ocean Street
Jacksonville, FL 32233



Owners Representative:
Daryl Weinstein, Project Manager
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
Phone: 904.255.8925
Cell: 904.588.6020
DWeinstein@coj.net

Construction Dates:
Start: 04/20/2022
Finish: 10/31/2023

Construction cost:
$ 4,755,080.00



Change Orders:
3 Change orders listed

Project Status:
Complete

SFI Project Manager:
Kevin Land

SFI Project Superintendent:
Jonathan Sawicky

Relevance/Scope of Work:
This project involved constructing a new concrete dock in the shape of an "L," along with an associated concrete floating dock. The primary dock has dimensions of approximately 42 feet in width and 100 feet in length, with an additional "L" branch measuring 17 feet by 150 feet. It is supported by 78 concrete piles, each measuring 24 inches square, ranging from 65 to 130 feet in length and arranged across 14 bents. These bents consist of 3 to 8 piles, configured with a mix, including batter piles. The dock is equipped with essential utilities, including a 480v electric supply, water connections, and a sewer pump-out system. Additionally, the concrete floating dock, measuring about 15 feet by 145 feet, is secured in place using eight 24-inch concrete piles, each 90 feet in length.

Project: Fort Desoto Bay Pier Replacement

Location:
3500 Pinellas Bayway South Tierra Verde, FL 33715



Owners Representative:
Angel Lafita
Pinellas County Board of County Commissioners
22211 U.S. Hwy., 19 N. Bldg., #16
Clearwater, FL 33756
Phone: (727) 464.8864
alafita@pinellascounty.org

Construction Dates:
Start: 03/01/2022

Finish: 08/27/2023

Construction cost:
$ 4,725,770.91



Change Orders:
$-285,512.60

Project Status:
Complete

SFI Project Manager:
Beth McDonough

SFI Project Superintendent:
Joe Blaisdell/Fred Maxwell

Relevance/Scope of Work:
We've successfully demolished the previous Bay Fishing Pier and Baitshop at Fort Desoto Park and have replaced it with an expansive new pier. This updated pier boasts a covered shade structure, a gangway leading to the ferry launch, mooring pilings, ADA-accessible railing fishing stations, environmentally-friendly turtle-friendly bollard lighting, fish cleaning stations, and quick-connect hose bibs for easy maintenance. In addition, we've reintroduced native grasses and dune plants to restore the dunes to their natural state. To enhance safety and convenience, we've also modernized the electrical controls, incorporating sunset-to-sunrise photocells for the pier's lighting. Furthermore, we've removed and replaced park sidewalks leading to the pier for improved accessibility.

Exhibit "D"

Proof of E-Verify

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent Shoreline Foundation, Inc	
Name (Please Type or Print) Taylor Byers	Title
Signature Electronically Signed	Date July 02, 2019
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Shoreline Foundation, Inc.
Company Facility Address	2781 SW 56th Ave Pembroke Park, FL 33023
Company Alternate Address	2781 SW 56th Ave Pembroke Park, FL 33023
County or Parish	Broward
Employer Identification Number	59-2695595
North American Industry Classification Systems Code	Heavy And Civil Engineering Construction (237)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Exhibit "E"

Licensing & C.O.I

State of Florida
Department of State

I certify from the records of this office that SHORELINE FOUNDATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 2, 1986.

The document number of this corporation is J17125.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 5, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of January, 2026



Secretary of State

Tracking Number: 6109211588CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROYO, JAMES ANTHONY

SHORELINE FOUNDATION INC
2781 SW 56 AVENUE
PEMBROKE PARK FL 33023

LICENSE NUMBER: CGC1517337

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Client#: 25889 SHOREFOU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/28/2026

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

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

PRODUCER USI Insurance Services, LLC 3850 N. Causeway Blvd., Suite 1200 Metairie, LA 70002	CONTACT NAME: Katie Lambert PHONE (A/C, No, Ext): 504-355-5059 FAX (A/C, No): 610-537-4152 E-MAIL ADDRESS: katie.lambert@usi.com
INSURED Shoreline Foundation Inc. 2781 SW 56th Ave Pembroke Park, FL 33023-4166	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Samsung Fire & Marine Ins Co Ltd (US) 38300 INSURER B : Ascot Insurance Company 23752 INSURER C : Starr Indemnity and Liability Company 38318 INSURER D : Ironshore Specialty Insurance Co 25445 INSURER E : Homeland Insurance Company of New York 34452 INSURER F : Aspen American Insurance Company 43460

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Marine GL X Hull/P&I GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	SMCZ17052CAA	12/22/2025	12/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $1,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	1000673024251	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X UMBRELLA LIAB X OCCUR	X	X	MAXS251000379503	12/22/2025	12/22/2026	EACH OCCURRENCE	$10,000,000
B	X EXCESS LIAB CLAIMS-MADE			MAXS251000379603	12/22/2025	12/22/2026	AGGREGATE	$10,000,000
	DED RETENTION $							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	1000005531	10/01/2025	10/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Professional Liab			DCP7NACFWHZ005	01/11/2026	01/11/2027	$1,000,000 Ea Claim/Agg	
E	Contractors Poll	X	X	7930126090002	12/22/2025	12/22/2026	$5,000,000 Each Occ	
F	Vessel Pollution	X	X	6027101	12/22/2025	12/22/2026	$5,000,000 OPA/CERCLA	

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

(See Attached Descriptions)

CERTIFICATE HOLDER

Shoreline Foundation, Inc
2781 SW 56th Avenue
Pembroke Park, FL 33023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SHPZR

DESCRIPTIONS (Continued from Page 1)

MARINE GENERAL LIABILITY (Included in Marine Package):
34% Samsung Fire & Marine Insurance Co., Ltd / Canopius Ins Services - Lead
33% Ascot Insurance Company
33% Mitsui Sumitomo Insurance USA, Inc.
Policy Term: 12/22/2025 - 12/22/2026
Additional Assured/Loss Payee/Waiver of Subrogation (BLANKET)
Primary and Non-Contributory Wording
Additional Insured State or Governmental Agency or Sub Division Endorsement
In Rem Coverage
Notice of Cancellation - 30 Days
Wharfingers Legal Liability
MEL Endorsement
Cross Liability Included
XCU Endorsement (No XCU Exclusion)
Per Project General Aggregate Limit - Total Project General "Aggregate Limit": $1,000,000

HULL / PROTECTION & INDEMNITY / CREW (Included in Marine Package):
34% Samsung Fire & Marine Insurance Co., Ltd / Canopius Ins Services - Lead
33% Ascot Insurance Company
33% Mitsui Sumitomo Insurance USA, Inc.
Policy Term: 12/22/2025 - 12/22/2026
Protection & Indemnity Limit: $1,000,000 Per Occurrence / Deductible: $10,000 Per Occurrence
Additional Assured/Loss Payee/Waiver of Subrogation (BLANKET)
In Rem Coverage
American Institute Hull Clauses (June 2nd, 1977)
S.R. & C. C. Endorsement
SP-38 P&I Form
Protection & Indemnity Excess Collision & Towers Liability
A.I. Pollution Exclusion Clause (P&I) and Buy Back Endorsement A
Crew Warranty: 5

Navigation Warranty: Warranted confined to the inland and coastwise waters of the United States, including the Bahamas. Coverage outside these waters held covered provided notice is given to underwriters as soon as practical and any additional premium/terms TBA, will be advised.

VESSEL POLLUTION:
Water Quality Insurance Syndicate on behalf of Subscribing Carriers (Including Aspen American Insurance Co)
$5,000,000 OPA/CERCLA Limit
Additional Assured / Waiver of Subrogation / Primary Insurance and Non-Contributory (Blanket) Endorsement

AUTOMOBILE LIABILITY:
Blanket Additional Insured - SICA 1024 06 20
Blanket Waiver of Subrogation - SICA 1020 09 19
Blanket Primary Non-Contributory - CA 04 49 11 16
Notice of Cancellation - SICA 1028 09 19

WORKERS' COMPENSATION:
Blanket Waiver of Subrogation - WC000313 (4/84)
USL&H Workers Compensation Act Coverage Endorsement - WC000106A
Florida Maritime Coverage Endorsement - WC090201 (1/15)
Notice of Cancellation - WC990605FL (4/13)

1st LAYER EXCESS LIABILITY:
34% Ascot Insurance Company - Lead
33% Samsung Fire & Marine Insurance Co., Ltd / Canopius Ins Services
33% Mitsui Sumitomo Insurance USA, Inc.
Policy Term: 12/22/2025 - 12/22/2026
$5,000,000 Per Occurrence and in the Aggregate (where applicable) Excess of Primary Underlying policies

DESCRIPTIONS (Continued from Page 1)

$25,000 Self-Insured Retention
Ascot Marine Bumbershoot Policy
Additional Insured(s) & Waiver of Subrogation (Blanket) Endorsement
Underlying policies: Auto Liability, Employers Liability, Marine General Liability, Protection & Indemnity (Crew), Vessel Pollution Liability

2nd LAYER EXCESS LIABILITY:
34% Ascot Insurance Company - Lead
33% Samsung Fire & Marine Insurance Co., Ltd / Canopius Ins Services
33% Mitsui Sumitomo Insurance USA, Inc.
Policy Term: 12/22/2025 - 12/22/2026
$5,000,000 Per Occurrence and in the Aggregate (where applicable) Excess of $5,000,000 Excess of Primary Underlying policies
American Institute FOLLOWING FORM EXCESS LIABILITIES CLAUSE
Additional Insured(s) & Waiver of Subrogation (Blanket) Endorsement
Underlying policies: Employers Liability, Marine General Liability, Protection & Indemnity (Crew), Vessel Pollution Liability, $5M Excess Liability
TOTAL EXCESS LIMIT: $10,000,000

PROFESSIONAL LIABILITY:
$1,000,000 Each Claim Limit
$1,000,000 Aggregate Limit
$100,000 Retention Each Claim
DCPL-POL-10001 (0321) Designers and Contractors Professional Liability Insurance Policy

CONTRACTORS ENVIRONMENTAL POLLUTION LIABILITY:
Policy Aggregate: $5,000,000
Contractors Pollution Liability: $5,000,000 Each Pollution Condition / $10,000 Deductible
Transportation Pollution Liability: $5,000,000 Each Pollution Condition / $10,000 Deductible
Non-Owned Disposal Site Liability (Claims-Made): $5,000,000 Each Pollution Condition / $10,000 Deductible
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - FORM III (Blanket)
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS (Blanket)
WAIVER TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Blanket)
PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

INLAND MARINE:
40% with Canopius US Insurance, Inc.
40% with Specialty Builders Insurance Company
20% with Beazley Furlonge Ltd 2623/623
Policy Term: 12/22/2025 - 12/22/2026
$2,000,000 Equipment Leased or Rented From others Limit
No boom/jib/overload exclusions
Blanket Loss Payee (IM 7854)

Subject to all of the terms, conditions, exclusions, and definitions of the above referenced policies as issued by the carrier(s).

RE: 21 ' 2" Aluminum Scully Pushboat J10148 & Two Yamaha 150 Motors W/ Magic Tilt Trailer - Boat# Fl5670rf;
2011 Carolina Skiff 21ft W/ Suzuki 115 Hp Motor - Boat# Fl7444rh; 1997 Clydesdale Push Boat "Timothy Allen" -
Boat#fl3623kk; 2003 Small Tug Boat "Little Sfi" (Ibwoo) Model# 208 - Boat#fl6524mm; Finli Ryanne - Boat#fl4552rw

Exhibit "F"

Proof of SunBiz Report

2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# J17125

Entity Name: SHORELINE FOUNDATION, INC.

Current Principal Place of Business:

2781 SW 56TH AVE
PEMBROKE, FL 33023

Current Mailing Address:

2781 SW 56TH AVE
PEMBROKE, FL 33023

FEI Number: 59-2695595

FILED
Jan 05, 2026
Secretary of State

6109211588CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

ROYO, JAMES ADP
1316 NW 127TH AVE
SUNRISE, FL 33323 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	DVP
Name	REED, BARRY S.
Address	2535 SE 15TH STREET
City-State-Zip:	POMPANO BEACH FL 33062

Title	DVP
Name	MCGEE, JOHN R.
Address	853 NARRAGANSETT LN
City-State-Zip:	KEY LARGO FL 33037

Title	DP
Name	ROYO, JAMES A.
Address	1316 NW 127TH AVENUE
City-State-Zip:	SUNRISE FL

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 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAMES ROYO PRESIDENT 01/05/2026

Electronic Signature of Signing Officer/Director Detail — Date

Exhibit "G"

W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Shoreline Foundation, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2781 SW 56th Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Pembroke Park, FL 33023

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 6 9 5 5 9 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/30/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.org

NOTIFICATION OF INTENT TO AWARD

City of Cocoa Department and Division		
Department: Public Works	*Division:* Facilities	*Project #:*
Solicitation Details		
Bid / RFP / RFQ #: ITB B-26-10-COC	*Title:* Cocoa Waterfront Dock and Breakwater "Lee Wenner Day Docks"	
Vendor Information		
Awarded To: Shoreline Foundation, Inc. 2781 SW 56th Avenue Pembroke Park, FL 33023		*Contract Amount:* Total: $2,425,925.00 Base bid: $1,977,080 Alternate: $448,845
Description of Work: The scope of work includes the installation of new permanent concrete docks, finger piers, marine piles, and all associated components required for a complete and operational day-slip facility. This project is being funded in part by a Florida Inland Navigation District (FIND) grant		
City of Cocoa Finance Department Approval		
Purchasing Manager: Brian Dale	*Date Issued:* August 6, 2026	*Signature:* Brian Dale Digitally signed by Brian Dale DN: cn=Brian Dale, ou=Purchasing, email=bdale@cocoafl.gov Date: 2026.08.06 16:30:45 -04'00'

Disclaimer: This Notice of Intent to Award is subject to and contingent upon successful negotiation of a written contract with the City, containing such terms as the City Council or City Manager determine are in the best interest of the City, and execution of such written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

August 6, 2026

Jose Socias
Facilities Manager & Capital Projects Manager
City of Cocoa
155 North Wilson Avenue
Cocoa, FL 32922

Email: jsocias@cocoafl.org

RE: WATERFRONT DOCK AND BREAKWATER
"LEE WENNER DAY DOCKS"
ITB B-26-10-COC

Dear Mr. Socias,

The City received seven (7) bids for the construction of this project on July 31, 2026. Attached, please find the detailed bid tabulation of the received bids. Shoreline Foundation, Inc. of Pembroke Pines (Shoreline) submitted the lowest base bid and combined bid (base bid and additive alternate bid) of $1,977,080.00 and $2,425,925.00, respectively.

We reviewed Shoreline's submitted bid documents and found them to be complete and accurate except for one mathematical error in the extension of unit costs as noted on the bid tabulation. Shoreline has an active State contracting license in good standing, with no active complaints. Neither the City nor Mead & Hunt (including our subconsultant Taylor Engineering) have had any past experience with Shoreline. We attempted to contact the five references provided by Shoreline in their submitted bid documents. Two (2) of the references responded to our reference check request and provided favorable responses on Shoreline's capabilities and past projects and stated that they would not be hesitant to award future projects to Shoreline. One reference could not provide information due to their agency's policy, and we were unable to get responses from the remaining two (2) references. Shoreline's experience stated on their website reinforces their apparent abilities and experience to complete projects of this nature and size.

We reviewed Shoreline's submitted bid pricing and did not find any unbalanced pricing across the various items of work. Their submitted bid totals were comparable to our engineering cost estimates of $2,155,086 for the base bid work and $2,505,550 for the combined bid work. Therefore, we recommend that the City award the bid to Shoreline Foundation, Inc., contingent on any further bidder favorable review needed by City staff.

Do not hesitate to contact the office if you have questions.

Sincerely,



David A. King, PE
Vice President

DAK:bf

Attachment: Bid Tabulation

CITY OF COCOA
LEE WENNER DAY SLIP DOCKS
ITB B-26-10-COC
BID TABULATION

				SHORELINE FOUNDATION, INC. Pembroke Park, FL		YC GROUP, LLC West Palm Beach, FL		RUSH MARINE, LLC Titusville, FL		UNDERWATER ENGINEERING SERVICES, INC. Fort Pierce, FL		C&D CONSTRUCTION, INC. Cocoa, FL		FLORIDA SEAWALL SOLUTIONS High Springs, FL		POSEIDON DREDGE & MARINE, INC.	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
Section A: General Items																	
1	Contractor's Bond and Insurance	LS	1	$ 97,500.00	$ 97,500.00	$ 90,123.00	$ 90,123.00	$ 79,926.00	$ 79,926.00	$ 56,680.00	$ 56,680.00	$ 155,000.00	$ 155,000.00	$ 183,956.00	$ 183,956.00	$ 75,000.00	$ 75,000.00
2	Mobilization (including one sign)	LS	1	$ 175,730.00	$ 175,730.00	$ 296,305.54	$ 296,305.54	$ 635,120.00	$ 635,120.00	$ 464,000.00	$ 464,000.00	$ 450,000.00	$ 450,000.00	$ 367,913.00	$ 367,913.00	$ 200,000.00	$ 200,000.00
3	Environmental Monitoring	LS	1	$ 45,000.00	$ 45,000.00	$ 55,326.00	$ 55,326.00	$ 13,324.00	$ 13,324.00	$ 55,000.00	$ 55,000.00	$ 14,000.00	$ 14,000.00	$ 50,719.00	$ 50,719.00	$ 42,500.00	$ 42,500.00
4	Construction Surveying and Quality Control Testing	LS	1	$ 45,000.00	$ 45,000.00	$ 30,895.00	$ 30,895.00	$ 33,045.00	$ 33,045.00	$ 189,592.00	$ 189,592.00	$ 49,000.00	$ 49,000.00	$ 88,320.00	$ 88,320.00	$ 51,250.00	$ 51,250.00
			Subtotal – General Items		$ 363,230.00		$ 472,649.54		$ 761,415.00		$ 765,272.00		$ 668,000.00		$ 690,908.00		$ 368,750.00
Section B: Access Pier 1																	
5	Access Pier to Bulkhead Preparation	LS	1	$ 22,500.00	$ 22,500.00	$ 35,000.00	$ 35,000.00	$ 4,495.00	$ 4,495.00	$ 4,000.00	$ 4,000.00	$ 2,200.00	$ 2,200.00	$ 6,130.00	$ 6,130.00	$ 10,000.00	$ 10,000.00
6	14" Prestressed Concrete Piles	VLF	390	$ 135.00	$ 52,650.00	$ 260.25	$ 101,497.50	$ 127.52	$ 49,732.80	$ 164.00	$ 63,960.00	$ 231.00	$ 90,090.00	$ 291.00	$ 113,490.00	$ 245.00	$ 95,550.00
7	CIP Piles Caps	CY	3	$ 2,250.00	$ 6,750.00	$ 1,569.00	$ 4,707.00	$ 11,916.00	$ 35,748.00	$ 10,956.00	$ 32,868.00	$ 5,000.00	$ 15,000.00	$ 2,642.00	$ 7,926.00	$ 4,900.00	$ 14,700.00
8	CIP Closure Pour	CY	1	$ 1,150.00	$ 1,150.00	$ 1,569.00	$ 1,569.00	$ 5,252.00	$ 5,252.00	$ 4,087.00	$ 4,087.00	$ 5,000.00	$ 5,000.00	$ 403.00	$ 403.00	$ 7,000.00	$ 7,000.00
9	12" Prestressed Concrete Deck	SF	263	$ 85.00	$ 22,355.00	$ 112.00	$ 29,456.00	$ 122.09	$ 32,109.67	$ 76.00	$ 19,988.00	$ 130.00	$ 34,190.00	$ 181.00	$ 47,603.00	$ 185.00	$ 48,655.00
10	Handrail	LF	90	$ 250.00	$ 22,500.00	$ 175.00	$ 15,750.00	$ 227.98	$ 20,518.20	$ 180.00	$ 16,200.00	$ 62.00	$ 5,580.00	$ 205.00	$ 18,450.00	$ 175.00	$ 15,750.00
11	Expansion Joint	EA	5	$ 150.00	$ 750.00	$ 478.00	$ 2,390.00	$ 444.60	$ 2,223.00	$ 212.00	$ 1,060.00	$ 550.00	$ 2,750.00	$ 67.00	$ 335.00	$ 1,000.00	$ 5,000.00
			Subtotal – Access Pier 1		$ 128,655.00		$ 190,369.50		$ 150,078.67		$ 142,163.00		$ 154,810.00		$ 194,337.00		$ 196,655.00
Section C: Access Pier 2																	
12	14" Prestressed Concrete Piles	VLF	390	$ 135.00	$ 52,650.00	$ 260.25	$ 101,497.50	$ 127.52	$ 49,732.80	$ 164.00	$ 63,960.00	$ 234.00	$ 91,260.00	$ 291.00	$ 113,490.00	$ 245.00	$ 95,550.00
13	CIP Piles Caps	CY	3	$ 2,250.00	$ 6,750.00	$ 1,569.00	$ 4,707.00	$ 11,916.00	$ 35,748.00	$ 10,956.00	$ 32,868.00	$ 5,000.00	$ 15,000.00	$ 2,642.00	$ 7,926.00	$ 4,881.00	$ 14,643.00
14	CIP Closure Pour	CY	1	$ 1,150.00	$ 1,150.00	$ 1,569.00	$ 1,569.00	$ 5,252.00	$ 5,252.00	$ 4,087.00	$ 4,087.00	$ 5,000.00	$ 5,000.00	$ 403.00	$ 403.00	$ 7,030.00	$ 7,030.00
15	12" Prestressed Concrete Deck	SF	230	$ 85.00	$ 19,550.00	$ 112.00	$ 25,760.00	$ 125.25	$ 28,807.50	$ 76.00	$ 17,480.00	$ 131.00	$ 30,130.00	$ 181.00	$ 41,630.00	$ 191.00	$ 43,930.00
16	Handrail	LF	83	$ 150.00	$ 12,450.00	$ 175.00	$ 14,525.00	$ 247.20	$ 20,517.60	$ 180.00	$ 14,940.00	$ 62.00	$ 5,146.00	$ 205.00	$ 17,015.00	$ 175.00	$ 14,525.00
17	Expansion Joint	EA	5	$ 150.00	$ 750.00	$ 478.00	$ 2,390.00	$ 444.60	$ 2,223.00	$ 212.00	$ 1,060.00	$ 300.00	$ 1,500.00	$ 67.00	$ 335.00	$ 1,000.00	$ 5,000.00
			Subtotal-Access Pier 2		$ 93,300.00		$ 150,448.50		$ 142,280.90		$ 134,395.00		$ 148,036.00		$ 180,799.00		$ 180,678.00
Section D: Main Dock																	
18	14" Prestressed Concrete Piles	VLF	1050	$ 135.00	$ 141,750.00	$ 260.25	$ 273,262.50	$ 100.87	$ 105,913.50	$ 175.00	$ 183,750.00	$ 235.00	$ 246,750.00	$ 291.00	$ 305,550.00	$ 245.00	$ 257,250.00
19	CIP Piles Caps	CY	14	$ 2,250.00	$ 31,500.00	$ 1,569.00	$ 21,966.00	$ 5,944.00	$ 83,216.00	$ 9,096.00	$ 127,344.00	$ 5,000.00	$ 70,000.00	$ 2,642.00	$ 36,988.00	$ 4,394.00	$ 61,516.00
20	CIP Closure Pour	CY	3	$ 1,150.00	$ 3,450.00	$ 1,569.00	$ 4,707.00	$ 5,150.00	$ 15,450.00	$ 2,678.00	$ 8,034.00	$ 5,000.00	$ 15,000.00	$ 403.00	$ 1,209.00	$ 6,737.00	$ 20,211.00
21	12" Prestressed Concrete Deck	SF	1296	$ 85.00	$ 110,160.00	$ 112.00	$ 145,152.00	$ 111.90	$ 145,022.40	$ 167.00	$ 216,432.00	$ 110.00	$ 142,560.00	$ 181.00	$ 234,576.00	$ 165.00	$ 213,840.00

CITY OF COCOA
LEE WENNER DAY SLIP DOCKS
ITB B-26-10-COC
BID TABULATION

				SHORELINE FOUNDATION, INC. Pembroke Park, FL		YC GROUP, LLC West Palm Beach, FL		RUSH MARINE, LLC Titusville, FL		UNDERWATER ENGINEERING SERVICES, INC. Fort Pierce, FL		C&D CONSTRUCTION, INC. Cocoa, FL		FLORIDA SEAWALL SOLUTIONS High Springs, FL		POSEIDON DREDGE & MARINE, INC.	
22	Expansion Joint	EA	12	$ 150.00	$ 1,800.00	$ 478.00	$ 5,736.00	$ 441.50	$ 5,298.00	$ 148.00	$ 1,776.00	$ 280.00	$ 3,360.00	$ 67.00	$ 804.00	$ 1,000.00	$ 12,000.00
23	Timber Curb	LF	310	$ 20.00	$ 6,200.00	$ 56.00	$ 17,360.00	$ 57.27	$ 17,753.70	$ 56.00	$ 17,360.00	$ 5.50	$ 1,705.00	$ 149.00	$ 46,190.00	$ 90.00	$ 27,900.00
			Subtotal – Main Dock		$ 294,860.00		$ 468,183.50		$ 372,653.60		$ 554,696.00		$ 479,375.00		$ 625,317.00		$ 592,717.00
Section E: Finger Piers																	
24	14” Prestressed Concrete Piles	VLF	1980	$ 135.00	$ 267,300.00	$ 260.25	$ 515,295.00	$ 116.86	$ 231,382.80	$ 176.00	$ 348,480.00	$ 232.00	$ 459,360.00	$ 291.00	$ 576,180.00	$ 240.00	$ 475,200.00
25	CIP Piles Caps	CY	18	$ 2,250.00	$ 40,500.00	$ 1,569.00	$ 28,242.00	$ 11,712.00	$ 210,816.00	$ 11,250.00	$ 202,500.00	$ 5,000.00	$ 90,000.00	$ 2,642.00	$ 47,556.00	$ 4,800.00	$ 86,400.00
26	CIP Closure Pour	CY	12	$ 1,150.00	$ 13,800.00	$ 1,569.00	$ 18,828.00	$ 2,174.00	$ 26,088.00	$ 2,018.00	$ 24,216.00	$ 5,000.00	$ 60,000.00	$ 403.00	$ 4,836.00	$ 5,980.00	$ 71,760.00
27	12” Prestressed Concrete Deck	SF	858	$ 85.00	$ 72,930.00	$ 112.00	$ 96,096.00	$ 134.35	$ 115,272.30	$ 82.00	$ 70,356.00	$ 105.00	$ 90,090.00	$ 181.00	$ 155,298.00	$ 185.00	$ 158,730.00
28	Expansion Joint	EA	30	$ 150.00	$ 4,500.00	$ 478.00	$ 14,340.00	$ 444.57	$ 13,337.10	$ 142.00	$ 4,260.00	$ 275.00	$ 8,250.00	$ 67.00	$ 2,010.00	$ 1,000.00	$ 30,000.00
29	12” Fender Piles	VLF	2080	$ 95.00	$ 197,600.00	$ 60.70	$ 126,256.00	$ 56.29	$ 117,083.20	$ 26.00	$ 54,080.00	$ 71.00	$ 147,680.00	$ 17.00	$ 35,360.00	$ 100.00	$ 208,000.00
30	Plastic Pile Cap for Fender Piles	EA	52	$ 25.00	$ 1,300.00	$ 225.00	$ 11,700.00	$ 92.48	$ 4,808.96	$ 40.00	$ 2,080.00	$ 28.00	$ 1,456.00	$ 40.00	$ 2,080.00	$ 200.00	$ 10,400.00
31	SD Fenders	LF	545	$ 75.00	$ 40,875.00	$ 192.00	$ 104,640.00	$ 293.11	$ 159,744.95	$ 215.00	$ 117,175.00	$ 77.00	$ 41,965.00	$ 25.00	$ 13,625.00	$ 250.00	$ 136,250.00
32	Ladders	EA	6	$ 750.00	$ 4,500.00	$ 806.00	$ 4,836.00	$ 5,215.00	$ 31,290.00	$ 810.00	$ 4,860.00	$ 560.00	$ 3,360.00	$ 600.00	$ 3,600.00	$ 1,500.00	$ 9,000.00
33	Cleats	EA	36	$ 35.00	$ 1,260.00	$ 92.78	$ 3,340.08	$ 712.69	$ 25,656.84	$ 275.00	$ 9,900.00	$ 465.00	$ 16,740.00	$ 85.00	$ 3,060.00	$ 200.00	$ 7,200.00
			Subtotal – Finger Piers		$ 644,565.00		$ 923,573.08		$ 935,480.15		$ 837,907.00		$ 918,901.00		$ 843,605.00		$ 1,192,940.00
Section F: Revetment																	
34	5” Marine Mattress	SF	3873	$ 65.00	$ 251,745.00	$ 36.96	$ 143,146.08	$ 36.61	$ 141,790.53	$ 27.00	$ 104,571.00	$ 19.00	$ 73,587.00	$ 78.00	$ 302,094.00	$ 80.00	$ 309,840.00
35	Armor Stone (Limestone)	TONS	1085	$ 185.00	$ 200,725.00	$ 226.40	$ 245,644.00	$ 221.57	$ 240,403.45	$ 324.00	$ 351,540.00	$ 420.00	$ 455,700.00	$ 253.00	$ 274,505.00	$ 300.00	$ 325,500.00
			Subtotal – Revetment		$ 452,470.00		$ 388,790.08		$ 382,193.98		$ 456,111.00		$ 529,287.00		$ 576,599.00		$ 635,340.00
	PROJECT TOTAL - BASE BID (Items 1-35)			**$ 1,977,080.00**		**$ 2,594,014.20**		**$ 2,744,102.30**		**$ 2,890,544.00**		**$ 2,898,409.00**		**$ 3,111,565.00**		**$ 3,167,080.00**	
Additive Alternate - West Revetment																	
36	6" Marine Mattress	SF	4247	$ 65.00	$ 276,055.00	$ 36.96	$ 156,969.12	$ 45.25	$ 192,176.75	$ 27.00	$ 114,669.00	$ 15.00	$ 63,705.00	$ 78.00	$ 331,266.00	$ 80.00	$ 339,760.00
37	Armor Stone (Limestone)	TONS	934	$ 185.00	$ 172,790.00	$ 226.40	$ 211,457.60	$ 286.56	$ 267,647.04	$ 324.00	$ 302,616.00	$ 475.00	$ 443,650.00	$ 253.00	$ 236,302.00	$ 300.00	$ 280,200.00
	ADDITIVE ALTERNATE TOTAL (Items 36-37)			**$ 448,845.00**		**$ 368,426.72**		**$ 459,823.79**		**$ 417,285.00**		**$ 507,355.00**		**$ 567,568.00**		**$ 619,960.00**	
	BASE BID + ADDITIVE ALTERNATE TOTAL (Items 1-37)			**$ 2,425,925.00**		**$ 2,962,440.92**		**$ 3,203,926.09**		**$ 3,307,829.00**		**$ 3,405,764.00**		**$ 3,679,133.00**		**$ 3,787,040.00**	

Notes:

1. Shoreline Foundations Inc. had a $2,075 math error in item 16. Unit price was allowed to prevail; corrected total cost and project totals shown.
1. YC Group LLC had a $0.12 math error in item 33. Unit price was allowed to prevail; corrected total cost and project totals shown.

Prepared by:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

Return to:
Monica Arsenault, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

CFN 2025256577, OR BK 10511 PAGE 1,
Recorded 12/23/2025 at 03:56 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:6

INTERLOCAL AGREEMENT

(Cocoa Waterfront Day Slips and Revetment – FIND Grant Match)

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this 18th day of November, 2025 ("**Effective Date**") between the **CITY OF COCOA REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency ("**Agency"**), and the **CITY OF COCOA**, Florida, a Florida municipal corporation ("**City**").

W I T N E S S E T H:

WHEREAS, the Community Redevelopment Act of 1969 ("Act") authorizes a community redevelopment agency and city to engage in "community redevelopment"; and

WHEREAS, the 2025 Redevelopment Plan provides that investment in placemaking initiatives is a strategic goal of the Agency including enhancing the Waterfront to support recreation, connectivity, and community engagement; and

WHEREAS, the City of Cocoa has received notice of a grant award from the Florida Inland Navigation District requiring a matching contribution of $1,494,500 for the replacement of the Cocoa Day Slips and the construction of a revetment (breakwater) at Lee Wenner Park along the Indian River Lagoon, within Cocoa Village and located in the Agency's Redevelopment Area (hereinafter referred to as the "Project"); and

WHEREAS, the City Council and Agency Board hereby find that it is in the best interests of the Agency and the City of Cocoa to jointly participate in the Project and allow the Agency to provide the matching financial contribution required to receive the FIND grant; and

WHEREAS, the Act provides that one of the core powers of a community redevelopment agency includes the power to undertake and carry out community redevelopment and related

Prepared by:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

Return to:
Monica Arsenault, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

CFN 2025256577, OR BK 10511 PAGE 1,
Recorded 12/23/2025 at 03:56 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:6

INTERLOCAL AGREEMENT

WHEREAS, the City Council and Agency Board hereby find this Agreement serves a public purpose, is consistent with the Act and Comprehensive Plan, the Redevelopment Plan and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the Agency and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:

   2.1 **Approval.** The approval of this Agreement by both the Agency's Board and the City Council of the City of Cocoa.

   2.2 **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chairperson of the Agency.

   2.3 **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **STATUTORY AUTHORITY**. This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes, and in accordance with the Community Redevelopment Act of 1969 (s. 163.330, Florida Statutes, et. seq.), and Chapter 8, Article II, of the City Code. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).

4. **PROJECT.**

   4.1 This Agreement is related to constructing Day Slips for boating and a revetment (aka breakwater) project at Lee Wenner Park (the "Project").

   4.2 The City shall be responsible, as the owner of the Lee Wenner Park property upon which the Project will be constructed and serve, to pursue and manage the design, bidding, permitting, and construction of the Project.

WHEREAS, the City Council and Agency Board hereby find this Agreement serves a public purpose, is consistent with the Act and Comprehensive Plan, the Redevelopment Plan and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the Agency and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

5. AGENCY CONTRIBUTION OF FUNDS.

5.1 **Construction of Project.** The City of Cocoa shall be responsible for funding the design, permitting, public bidding, and construction of the Project, less the Agency's contribution set forth in Section 5.2 of this Agreement.

5.2 **Agency and City Financial Contribution.** The Agency agrees to contribute up to One Million Four Hundred Ninety-Four Thousand Five Hundred and 00/100 cents ($1,494,500.00) to fund a portion of the City's financial obligation to complete the Project. The Agency's contribution shall be transferred by the City from the Agency's Tax Increment Trust Fund as a lump sum or periodic payment as deemed appropriate by the City Manager to fund the construction progress and expenses associated with the Project.

5.3 **Use of Agency Funds by the City.** The Agency funds provided under this Agreement shall be used only for the Project costs as provided in Section 5.2. Inasmuch as the Agency funds are administratively maintained by the City on behalf of the Agency, the City is hereby authorized, upon notice to the Agency, and without penalty, to stop processing or correct any payment that may be made in violation of this Agreement. Furthermore, if the Agency determines that the Agency funds, in whole or in part, were expended for a wrongful purpose, the Agency shall have the right to reimbursement from the City of the wrongfully expended funds. Should any budgeted funds for the Project contributed by the Agency and the City remain unspent, such funds shall be returned proportional to the City and Agency's actual expended contributions for the Project.

5.4 **Budget & Appropriations**. The Agency and the City agree to budget and appropriate sufficient funds for purposes of funding the Project authorized in accordance with the terms and conditions of this Agreement.

6. MISCELLANEOUS TERMS AND CONDITIONS.

6.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

5. AGENCY CONTRIBUTION OF FUNDS.

5.1 **Construction of Project.** The City of Cocoa shall be responsible for funding the design, permitting, public bidding, and construction of the Project, less the Agency's contribution set forth in Section 5.2 of this Agreement.

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Cocoa, FL 32922-1750
Telephone: (321) 433-8509

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

6.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

6.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, the parties shall meet to discuss whether the intent and purpose of this Agreement can still be fulfilled and whether the terms and conditions of this Agreement must be renegotiated or the Agreement should be terminated.

6.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

6.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

6.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based

Cocoa, FL 32922-1750
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both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

6.8 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

6.9 Counterparts. 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.

6.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel and contractors, in performing its obligations pursuant to the terms and conditions of this Agreement.

6.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the Agency's or the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, the Agency and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the Agency and the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

6.12 Assignment Prohibited; Third Parties. This Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Agency and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Agency and the City and not for the benefit

both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

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6.9 Counterparts. 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

termination of this Agreement, termination of this Agreement does not preclude a claim for breach of this Agreement for non-performance.

6.15 Effective Date. The effective date of this Agreement shall be the date that this Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

ATTEST:

By: _____
Monica Arsenault
City Clerk

Approved by the City Council on: 11/18/25

THE CITY OF COCOA REDEVELOPMENT AGENCY,
a Florida Community Redevelopment Agency

By: _____
Michael C. Blake, Its Chairperson

ATTEST:

termination of this Agreement, termination of this Agreement does not preclude a claim for breach of this Agreement for non-performance.

6.15 Effective Date. The effective date of this Agreement shall be the date that this Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. BV-CO-25-165

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this 18th day of November, 2025 by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Cocoa, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Cocoa Waterfront Dock and Breakwater Ph II. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2027 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2028. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2027, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $1,494,500.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E, (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation

accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable

remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use

for which the PROJECT was intended for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Cocoa
Attention: Facilities Manager, Cocoa Community Redevelopment Area
65 Stone St.
Cocoa, FL 32922

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT

SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: 12/1/25

City of Cocoa

By: _____

Title: Mayor

Date: 11/18/25

EXHIBIT A

Waterway Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Phase II Construction - Cocoa Waterfront - Public Docking Slips
Applicant:	City of Cocoa

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Final Design & Engineering	$ 248,100.00	$ 124,050.00	$ 124,050.00
Day Slips	**$ 2,143,663.00**	$ 1,071,800.00	$ 1,071,800.00
Revetment	**$ 597,237.00**	$ 298,650.00	$ 298,650.00

****TOTALS =**	$ 2,989,000.00	$ 1,494,500.00	$ 1,494,500.00

Exhibit B 2025
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.007 Application Form (Repealed)
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.010 Project Agreement (Repealed)
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic

relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is

the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-17820, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur

within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.
Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in

perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: https://flrules.org/Gateway/reference.asp?No=Ref-17821, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17822, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18021, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17824, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at https://flrules.org/Gateway/reference.asp?No=Ref-17825, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information

requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,

2. Public navigation aids and markers,

3. Inlet management projects that are a benefit to public navigation in the District,

4. Public shoreline stabilization directly benefiting the District's waterway channels,

5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,

6. Waterway signs and buoys for safety, regulation or information,

7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,

8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,

9. Derelict Vessel Removal,

10. Waterways related environmental education programs and facilities,

11. Public fishing and viewing piers,

12. Public waterfront parks and boardwalks and associated improvements,

13. Maritime Management Planning,

14. Waterways boating safety programs and equipment,

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,

2. Restrooms for non-waterway users,

3. Roadways providing access to non-waterway users,

4. Parking areas for non-waterway users,

5. Utilities for non-waterway related facilities,

6. Lighting for non-waterway related facilities,

7. Project maintenance and maintenance equipment,

8. Picnic shelters and furniture for non-waterway related facilities,

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection,

b. Design, permitting, planning, engineering or surveying costs for completed construction project,

c. Restoration of sites disturbed during the construction of an approved project,

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.

9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first

fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended

3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this

rule, and with the following additions:

(a) The District shall fund a maximum of up to $20,000 per project, not to exceed $60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with

exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: City of Cocoa

Project Title: Phase II Construction - Cocoa Waterfront - Public Docking Slips Project #: BV-CO-25-165

Source of Matching Funds: Cocoa Community Redevelopment Area FY2026 Budget

Amount of Matching Funds: $1,494,500

I hereby certify that the above referenced project Sponsor, as of October 01, 2024, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated December 3, 2025.*

Project Liaison Name: Abigail Morgan, P.E.

Project Liaison Signature: Abigail Morgan, P.E.

Date: December 3, 2025

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01
New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGTION DISTRICT

PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:	
Project Sponsor (Grantee):	
Reimbursement Request # (or final):	
Grant Amount	
Previous Total Payments	
Previous Total Retainage Held by FIND	
Available Balance	$ 0.00
Funds Requested for this Payment	
10% FIND Retainage (Unless Final)	
Check Amount	$ 0.00
Grant Amount	$ 0.00
All Payments + All FIND Paid Retainage	$ 0.00
Remaining Balance	$ 0.00

Notes for clarification of this Reimbursement Request:

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	Vendor Name	Check No.	Invoice #	Total Cost	Applicant Cost	FIND Cost
			TOTALS	$ 0.00	$ 0.00	$ 0.00

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison	Date

*S 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-50, 66B-2(Effective Date 1-1-26)

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 25-45 (Effective Date: 1-1-26)

EXHIBIT F

FLORIDA INLAND NAVIGTION DISTRICT

ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT

Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		Due December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	

Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
Example: DA-MI-25-499 Marine Park Docks 4th Quarter Report 2026

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2025- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2025- First Quarterly Report Due. Use Quarterly Status Report Form Exhibit F: https://aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php

MARCH 30, 2026- Second Quarterly Report Due.

JUNE 30, 2026- Third Quarterly Report Due.

SEPTEMBER 30, 2026- Fourth Quarterly Report Due.

DECEMBER 30, 2026- Fifth Quarterly Report Due.

MARCH 30, 2027- Sixth Quarterly Report Due.

JUNE 30, 2027- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2027 quarterly report.

SEPTEMBER 1-30, 2027- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2027 - End of Grant. All work must be completed and closeout paperwork submitted. October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

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*<u>**NOTE: ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

https://aicw.org/resources/logos.php



RESOLUTION NO. 2026-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE WATERFRONT PUBLIC DOCKING & BREAKWATER PHASE II PROJECT IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $398,475.00 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on (8/25/2026), the City Council authorized the City Manager to proceed with the (Waterfront Public Docking & Breakwater Phase II) subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the (Waterfront Public Docking & Breakwater Phase II) provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total ($2,824,400.00) budgeted by the City Council for the project inclusive of the $398,475.00 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on 8/25/2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	August 12, 2026
Agenda Date:	August 25, 2026
File ID:	2026-701
Prepared By:	Frank Mirabito
Through:	Abigail Morgan, Public Works Director
Requested Action:	Approve Task Order 2026-21 with Atlantic Development of Cocoa Inc. utilizing RFQ# 20-18-COC for Utilities General Construction Contractor Services to abandon an out-of-service stormwater pipe along Michigan Avenue at Stanford Drive in the amount of $77,466.75. Authorize the City Manager to issue the purchase order.

BACKGROUND:

The Stormwater Division is responsible for maintaining the City's stormwater infrastructure inventory. Over the past 12 months, Public Works staff has repeatedly patched the roadway at the intersection of Michigan Avenue and Stanford Drive. A subsequent inspection revealed an out-of-service stormwater pipe located at a depth of 12 feet that is failing in several locations, causing localized ground erosion and ongoing damage to the roadway structure above.

Because stormwater flow in this area was previously rerouted, this pipe section is no longer active. To prevent further soil displacement and roadway degradation, staff determined that filling and abandoning the pipe in place is the most cost-effective solution.

Procurement / Bidding Details

Quotes were solicited from the City's pre-qualified contractors under **RFQ #20-18-COC (Utilities General Construction Contractor Services)**. Results are detailed below:
Atlantic Development of Cocoa, Inc.: $77,466.75 *(Lowest Responsive Quote)*
Hinterland Group: $104,213.00
Danus Utilities: No Quote Submitted

Staff recommends that City Council approve Task Order 2026-21 to Atlantic Development of Cocoa, Inc. in the amount of $77,466.75 and authorize the City Manager to execute the Task Order and issue the purchase order.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number	Amount
423-3570-538.63-00	$77,466.75 - Infrastructure
Project SW08PL	

PREVIOUS ACTION:

RFQ Q 20-18-COC was awarded by Council on October 27, 2020.

RECOMMENDED MOTION:

Approve Task Order 2026-21 with Atlantic Development of Cocoa Inc. utilizing RFQ# 20-18-COC for Utilities General Construction Contractor Services to abandon an out-of-service stormwater pipe along Michigan Avenue at Stanford Drive in the amount of $77,466.75. Authorize the City Manager to issue the purchase order.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Agreement for Utilities General Construction Contractor Services	2026-21
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/11/26 City Bid Number: 20-18-COC AMOUNT: $ 77,466.75

Vendor Name: Atlantic Development of Cocoa, Inc. Quote/Proposal Number: 26-041

Dept. Number/Division Name: 3570 / Stormwater

Project Name: Michigan Ave @ Stanford Abandon Project Number: SW08PL

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Mobilization & Mot, Dewatering, Excavation, Cap Pipe, Pressure Grout Pipe and Manhole, Demo & Haul Off, Curb & Sidewalk, Import Fill & Compact, Limerock base, Asphalt Patch, Replace curb and sidewalk.

Design is Construction Related: ☐ YES ☑ NO ☐ N/A Good Faith Estimate of Construction Value: _____

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Abigail Morgan Digitally signed by Abigail Morgan Date: 2026.08.12 08:30:45 -04'00'

Requestor

Abigail Morgan Digitally signed by Abigail Morgan Date: 2026.08.12 08:38:44 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2026-21

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale DN: cn=Brian Dale, ou=Purchasing, email=bdale@cocoafl.gov Date: 2026.08.17 16:20:00 -04'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

ATLANTIC DEVELOPMENT OF COCOA, INC.
2185 W. King Street ♦ Cocoa, Florida 32926
Phone: 321-639-8788 ♦ Fax: 321-639-0936
ggrignon@atlanticdevelopmentofcocoa.com

QUOTE

COC- MICHIGAN AVE & STANFORD AVE STORM PIPE GROUTING **8/11/2026**

ADC# 26-041

DESCRIPTION	QTY	UNIT	PRICE/ITEM	TOTAL
MOBILIZATION & MOT	1	LS	$5,625.00	$5,625.00
DEWATERING	1	LS	$9,465.35	$9,465.35
EXCAVATE & CUT/CAP PIPE ENDS	2	EA	$2,865.00	$5,730.00
PRESSURE GROUT 120' OF 36" RCP & MANHOLE	120	LF	$265.65	$31,878.00
DEMO & HAUL OFF EXISTING ROADWAY, CURB & SIDEWALK	1	LS	$3,692.50	$3,692.50
IMPORT FILL, PLACE & COMPACT	54	CY	$18.65	$1,007.10
LIMEROCK BASE 8" THICK	112	SY	$38.65	$4,328.80
ASPHALT PATCH 2" THICK	112	SY	$86.25	$9,660.00
REMOVE & REPLACE CONCRETE CURB	100	LF	$34.55	$3,455.00
REMOVE & REPLACE CONCRETE S/W (5' WIDE, 6" THICK)	60	LF	$43.75	$2,625.00
				$0.00
TOTAL				**$ 77,466.75**

EXCLUSIONS

All items affected by cost of petroleum products are subject to any future price escalations of said petroleum products. (including, but not limited to, concrete curb, concrete sidewalk, asphalt, etc.) Unless otherwise noted proposal does not include connection charges, fees, bonds, testing, permits, NPDES Monitoring, construction lay out, as built drawing, relocation of any utility, rock excavation, de-mucking, concrete flat work, sod, seed, mulch or any unforeseen obstructions or obstacles, or the replacement of any unsuitable materials. Earthwork prices are submitted based upon all on-site excavated material being suitable for structural fill. Earthwork prices do not include removal and/or replacement of any organic or hardpan materials underlying the retention area, building pads or roadways. Unless a lump sum price is to be paid for the foregoing work, and is clearly so stated, it is understood and agreed that the quantities referred to above the estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the contractor as determined upon completion of the work and based on field measurements. This proposal expires thirty (30) days from the date here of, but may be accepted at any later date at the sole option of Atlantic Development of Cocoa, Inc. Bids and proposals are not commitment to do a job. All jobs are subject to credit approval and funds availability. Atlantic Development reserves the right to withdraw any bid provided.

ATLANTIC DEVELOPMENT OF COCOA, INC.
2185 W. King Street ♦ Cocoa, Florida 32926
Phone: 321-639-8788 ♦ Fax: 321-639-0936
ggrignon@atlanticdevelopmentofcocoa.com

QUOTE

COC- MICHIGAN AVE & STANFORD AVE STORM PIPE GROUTING **8/11/2026**

ADC# 26-041

Accepted by:

Date:

(Signature)

(Print)

Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404
(561) 640-3503 - Phone

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 23-0077-07

ADDRESS
City of Cocoa
Robert Murico
Rmurico@cocoafl.gov

DATE: 8/11/2026

JOB NAME: Michigan Ave Pipe Grouting

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Storm Pipe Grouting and Abandonment Scope Includes: MOBILIZATION & MOT DEWATERING EXCAVATE & CUT/CAP PIPE ENDS PRESSURE GROUT 120' OF 36" RCP & MANHOLE DEMO & HAUL OFF EXISTING ROADWAY, CURB & SIDEWALK IMPORT FILL, PLACE & COMPACT 54 CY LIMEROCK BASE 8" THICK 112 SY ASPHALT PATCH 2" THICK 112 SY REMOVE & REPLACE CONCRETE CURB 100 LF REMOVE & REPLACE CONCRETE S/W (5' WIDE, 6" THICK) 60 LF	1	LS	$104,213.00	$104,213.00

TOTAL	$104,213.00

Notes:
- Does not include any permitting or Bonding
- Does not include Surveying or as-built drawings
- Does not include precon video
- Does not include anything else not specifically listed in quote above

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By: _____ Accepted Date: _____

From: Raymond Rogers
To: Robert Murico
Cc: Dan Pardus; Frank Mirabito
Subject: Re: Michigan Quote
Date: Wednesday, August 12, 2026 8:45:11 AM
Attachments: signature_3189884701.png

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Robert,

Danus is submitting a "NO BID" for the storm repair project located at Michigan & Stanford in Cocoa.

Thank you for the request,

Raymond Rogers
www.danusutilities.com
2320 Beardall Ave Sanford, FL 32771
Mobile: 386-882-6200
Fax: 407-878-1254

> On Aug 11, 2026, at 4:02 PM, Robert Murico <rmurico@cocoafl.gov> wrote:
>
> Thank you for your text response today regarding the no quote for Michigan & Stanford Pipe repair.
>
> <image001.png>
> **Robert Murico**
> **Stormwater Supervisor /Stormwater Inspector**
> 155 N Wilson Ave • Cocoa, FL 32922
> <image002.png> (321) 302-8234
> <image003.png> Rmurico@cocoafl.gov <image004.png> www.CocoaFL.gov
> <image005.png> <image006.png>
> <image007.png> <image008.png> <image011.png>
> <image009.png> <image010.png>
>
> PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

	Michigan @ Stanford
Atlantic Development	$77,466.75
Danus Utilities	No Quote
Hinterland Group	$104,213.00

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR SERVICES
1st AMENDMENT
ATLANTIC DEVELOPMENT OF COCOA, INC.
RFP NO. 20-18-COC

This 1ST Amendment to the "AGREEMENT FOR UTILITIES GENERAL CONSTRUCTION CONTRACTOR SERVICES" is made between the City of Cocoa and Atlantic Development of Cocoa, Inc. located at 2185 West King Street, Cocoa, Florida 32926.

The agreement entered into on November 9, 2020, is hereby amended to renew for the first renewal option available for one (1) two-year renewal, commencing on November 9, 2023, and terminating on November 8, 2025.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

ATLANTIC DEVELOPMENT OF COCOA, INC.

By: Glenn S. Grignon
(Name) Printed

Vice President
(Title)

Signature 05/05/2023 Date

CITY OF COCOA

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

Signature 06/06/2023 Date

ATTESTED BY:

City Clerk
Signature/Title

CC: Carie Shealy, City Clerk
John A. Walsh, P.E. Utilities Director
Diane Kozlak, Senior Buyer & Contract Agent

CORPORATE SEAL FLORIDA

COCOA
FLORIDA

Finance Department, Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8844
www.CocoaFL.gov

CITY OF COCOA
AMENDMENT TO AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR SERVICES
2ND AMENDMENT
ATLANTIC DEVELOPMENT OF COCOA, INC.
RFQ NO. 20-18-COC-A

This 2nd Amendment to the "AGREEMENT FOR UTILITIES GENERAL CONSTRUCTION CONTRACTOR SERVICES" is made between the City of Cocoa and Atlantic Development of Cocoa, Inc. located at 2185 West King Street, Cocoa, Florida 32926.

The agreement entered into on November 9, 2020, is hereby amended to renew for the second renewal option available for one (1) two-year renewal, commencing on November 9, 2025, and terminating on November 8, 2027.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

ATLANTIC DEVELOPMENT OF COCOA, INC.	**CITY OF COCOA**
By: Glenn S. Grignon (Name) Printed	**By:** ~~Stockton Whitten~~ Michael C. Blake (Name) Printed
Vice President (Title)	~~City Manager~~ Mayor (Title)
Glenn S. Grignon 07/08/2025 Signature Date	Michael C. Blake Signature Date

CC: Monica Arsenault, City Clerk
John A. Walsh, P.E. Utilities Director
Brian Dale, Purchasing Manager

City of Cocoa
ATTESTED BY: CITY CLERK

SEAL

Serving our community with P.R.I.D.E!
Stay Connected @CityofCocoa

Original Term: 11/09/2020 - 11/08/2023 - Approved by Council 10/27/2020, Item IX.4, 20-705
1st (24 Month) Renewal Option: 11/09/2023 - 11/08/2025 - Approved by Council 06/06/23, Item V(A)3
2nd (24 Month) Renewal Option: 11/09/2025 - 11/08/2027 - Approved by Council 08/12/25, Item V(A)1

AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR

THIS AGREEMENT is made and entered into this 9th day of November, 2020, 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 **ATLANTIC DEVELOPMENT OF COCOA, Inc.** 2185 West King Street, Cocoa, Florida 32926, hereinafter referred to as "Utility Contractor".

WITNESSETH:

WHEREAS, City wishes to obtain underground utility services on a continuing basis; 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, Utility Contractor participated in the selection and negotiation process and Utility Contactor was one of several contractors chosen by the City Council at a duly held meeting on October 27, 2020 to perform future services on an as needed basis; and

WHEREAS, Utility Contractor is willing to provide such underground utility services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. This Agreement may be renewed by mutual agreement of the Parties for a maximum of two (2) separate two (2) year renewal terms.

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

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 Utility Contractor to provide the construction services approved by Task Authorization 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. "Utility Contractor" shall mean **Atlantic Development of Cocoa 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 Utility Contractor or Utility Contractor'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 Authorization.

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

G. "Task Authorization" 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 Utility Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Utility Contractor to perform underground utility services on a "Task" basis. The City will communicate with Utility Contractor, verbally or in writing, a general description of the task to be performed. The Utility Contractor 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, and send the thus developed "Task Proposal" to the City. If a site visit by Utility Contractor is needed to generate the scope document, Utility Contractor 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 Authorization". The Scope of Services generally to be provided by the Utility Contractor through a Task Authorization may include any phases of utility construction. These phases are more clearly defined in the attached **Exhibit "A".** Nothing herein shall be construed to guarantee that Utility Contractor will be assigned a Task.

2.2 The City will issue a Notice to Proceed to the Utility Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Utility Contractor shall perform the services set forth in the Task Authorization.

2.3 For each Task Authorization in excess of $25,000.00, Utility Contractor shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the form attached to the Agreement **Exhibit "B"** and

approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to the total Contract Price for the Work required by the Task Authorization. The issuance of bonds required under this Agreement shall not relieve Utility Contractor of any liability under the Agreement and any applicable Task Authorization. Utility Contractor shall remain jointly and severally liable with any surety issuing a bond under the Task Authorization. The premium for such bonds shall be paid by the Utility Contractor.

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 Utility Contractor. If such changes increase (additional services) or decrease or eliminate any amount of work, City and Utility Contractor will negotiate any change in total cost or schedule modifications. If the City and Utility Contractor approve any change(s), the Task Authorization will be modified in writing to reflect the change(s); and Utility Contractor shall be compensated for said service(s) in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Utility Contractor's designated representative.

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

4.0 SCHEDULE; LIQUIDATED DAMAGES

4.1 Utility Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. The parties acknowledge that the agreed upon schedule provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. Utility Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Utility Contractor 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 Utility Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

4.3 Unless otherwise expressly provided in the Task Authorization, City and Utility Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work required by a Task Authorization is not substantially complete within the time specified therein, plus any extensions thereof allowed in accordance with a written change order. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, City and Utility Contractor agree that as liquidated damages for delay (but not as a penalty) Utility Contractor shall pay City five hundred dollars ($500.00) per day for each day that expires after the time specified in the applicable Task Authorization for both substantial and final completion until the work is completed within said time period, and that City has paid to the Utility Contractor the consideration of ten ($10.00) dollars as consideration for this provision.

The liquidated damages shall be payable in addition to any excess expenses or costs payable by the Utility Contractor to the City under this Agreement and applicable Task Authorization, and shall not preclude the recovery of damages by the City under other provisions of the Agreement, except claims related to Utility Contractor's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Agreement or any applicable Task Authorization, as provided in this Agreement or elsewhere in the Task Authorization. The City's exercise of the right to terminate shall not release the Utility Contractor from the obligation to pay said liquidated damages.

When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Utility Contractor will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Utility Contractor the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Utility Contractor overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Utility Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF UTILITY CONTRACTOR

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

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

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

5.5 Payment. Upon receipt of a proper invoice from Utility Contractor, the City agrees to pay the Utility Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Utility Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Utility Contractor.

5.6 Witholding Payments. Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. Utility Contractor does not make prompt and proper payments to subcontractors;

c. Utility Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;

d. Another Contractor is damaged by an act for which Utility Contractor is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the City, Utility Contractor's work is not progressing satisfactorily.

5.7 **Final Payment.** The City shall withhold up to 5% of the Contract Price set forth in any Task Authorization throughout the subject project in accordance with the Local Government Prompt Payment Act ("Act"). City shall promptly make payment to the Utility Contractor unless the City has grounds, under the Act, for withholding the payment of the retainage. The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Utility Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Utility Contractor has delivered to CITY a complete release of liens arising out of the Task Authorization, or receipt of releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to City indemnifying him against such claims.

By making payments, City does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Task Authorization and this Agreement;

c. Outstanding claims of liens; or

d. Failure of Utility Contractor to comply with any special guarantees required by the Agreement and applicable Task Authorization.

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 Utility Contractor. The City shall be given free access to the worksite at all times during work preparation and progress. The City's Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his or her duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Utility Contractor.

6.2 No inspection, review, or observation shall relieve Utility Contractor of its responsibility under this Agreement. The City will not be responsible for the means of construction, or for the sequences, methods and procedures used therein, or for the Utility Contractor's failure to perform the work in accordance with the applicable Task Authorization and this Agreements.

7.0 PROGRESS MEETING

7.1 City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Utility Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager. The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the Project. No review, inspection, or approval by the City of such Work or documents shall relieve the Utility Contractor of its responsibility for the performance of its obligations under the applicable Task Authorization or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve Utility Contractor of responsibility for the performance of its obligations under this Agreement and applicable Task Authorization. Payment by the City pursuant to the this Agreement shall not constitute a waiver of any of the City's rights under this Agreement or at law, and the Utility Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the Utility Contractor if the City becomes aware of any fault or defect in the subject Project or non-conformance with this Agreement and applicable Task Authorization. Furthermore, the City shall not have control or charge of construction means, methods,

techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Utility Contractor, for any of the foregoing purposes, be deemed the agent of the City.

8.0 RESPONSIBILITIES OF CONTRACTOR The Utility Contractor's duties and rights in connection with any Task Authorization issued by the City herein are as follows:

8.1 Responsibility for Supervision and Construction. Utility Contractor shall be solely responsible for all construction under the Task Authorization, including the techniques, sequences, procedures and means, for the coordination of all work. Utility Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

8.2 Discipline and Employment. Utility Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

8.3 Furnishing of Labor, Materials, etc. Utility Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with this Agreement and Task Authorization.

8.4 Payment of Taxes: Procurement of Licenses and Permits. Utility Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Utility Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Task Authorization) hold or will secure all trade or professional licenses required by law for the Utility Contractor to undertake the Work required by the Task Authorization.

8.5 Guarantee. The Utility Contractor hereby guarantees the Work to the full extent provided in the Task Authorization and any applicable Plans, Specifications, General Conditions, Special Conditions and other contract documents. The Utility Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the City or for such longer period as may be provided in the applicable Task Authorization, Plans, Specifications, General Conditions, Special Conditions or other contract documents. Without limiting the generality of the foregoing, the Utility Contractor warrants to the City, that all materials and equipment furnished under this Agreement and Task Authorizations will be of first class quality and new, unless otherwise required or permitted by the applicable Task Authorization, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Task Authorization. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Task Authorization shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Utility Contractor will provide written guarantee for work and materials for a minimum of one (1) calendar year after acceptance by City unless a longer time period is

required by a Task Authorization. The one (1) period is not a limitation upon manufacturer warranties or Utility Contractor's payment and performance Bond(s).

8.6 Preparation/Sufficiency of Site. The Utility Contractor shall, among other things, and as applicable: (i) visit and thoroughly inspect the Project Sites and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with any provided survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the Projects; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all Project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involve modifications to any existing structure(s) or other man-made feature(s) on the Project Site, the Utility Contractor shall also review all as-built and record drawings, plans, and specifications of which the Utility Contractor has been informed by the City, and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the Utility Contractor resulting from its failure to familiarize itself with the Project Sites or pertinent documents shall be deemed waived.

8.7 Safety. Utility Contractor 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 Utility Contractor 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, Utility Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

A. Professional Liability: If professional services are rendered under any Task Authorization, 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 Utility Contractor shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the Utility Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Utility Contractor or by anyone directly employed by or contracting with the Utility Contractor.

C. The Utility Contractor 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 Utility Contractor 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 Utility Contractor or by anyone directly or indirectly employed by the Utility Contractor.

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

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

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Utility Contractor 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 Utility Contractor 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 Utility Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Authorization, shall be consistent with recognized and sound construction 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 Utility Contractor 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 Utility Contractor 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, Utility Contractor shall indemnify, hold harmless, and defend City, its officers, directors, attorneys, 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, Utility Contractor may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Utility Contractor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics or means of transmission, of Utility Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of City or the Utility Contractor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics or means of transmission of Utility Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS/CITY CLERK AT (321) 433-8484, 65 STONE STREET, COCOA, FLORIDA 32922.

Utility Contractor is required to and agrees to comply with public records laws. Utility Contractor shall keep and maintain all public records required by City to perform the services as agreed to herein. Utility Contractor shall provide the City, upon request from the CITY CLERK, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Utility Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Utility Contractor shall transfer to City, at no cost, all public records in possession of the Utility Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Utility Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Utility Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from the City Clerk, in a format that is compatible with the information technology systems of City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied

by the City or any other person, the City shall immediately notify Utility Contractor of the request and the Utility Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Utility Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Utility Contractor acknowledges that if the Utility Contractor does not provide the public records to the City within a reasonable time, the Utility Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Utility Contractor acknowledges that if a civil action is filed against the Utility Contractor to compel production of public records relating to this Agreement, the court may assess and award against Utility Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Utility Contractor, be open and freely exhibited to the City for the purpose of examination, audit or otherwise. Failure by Utility Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Utility Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Utility Contractor failure to comply with this Section, the City shall collect from Utility Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Utility Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Utility Contractor failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Utility Contractor 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 adoption by the Utility Contractor, 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 Utility Contractor.

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

15.0 ASSIGNMENT

15.1 Utility Contractor shall not assign or subcontract this Agreement, any Task Authorization 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 Utility Contractor, Utility Contractor 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 Utility Contractor who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Utility Contractor, prior to the commencement of any Work by the subcontractor, Utility Contractor 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, Utility Contractor shall be considered an independent contractor and not an employee of the City.

17.0 TERMINATION; DEFAULT BY UTILITY CONTRACTOR 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, at any time with or without cause. Without limitation, the following shall be considered cause for terminating this Agreement and shall constitute a default hereunder:

17.2 Utility Contractor 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 Utility Contractor shall have such time as is reasonably necessary to remedy the default, provided the Utility Contractor promptly takes and diligently pursues such actions as are necessary.

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

17.4 Utility Contractor has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

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

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

17.7 Utility Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

17.8 Utility Contractor fails to comply with any condition or provision of this Agreement including any Task Authorization.

17.9 Notwithstanding the aforementioned, in the event of a default by Utility Contractor, 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. 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. Additionally, in the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Utility Contractor under this Agreement shall, at the option of the City, become the City's property and Utility Contractor shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Utility Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to Utility Contractor for the purpose of setoff until such time as the amount of damages due to the City from Utility Contractor can be determined.

18.0 FORCE MAJEURE

18.1 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; plague; pandemic; flood; windstorm; explosion; riot; ware; 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 (60) days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

19.1 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.

19.2 The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

20.0 HEADINGS

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

21.0 SEVERABILITY

21.1 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.

22.0 WAIVER AND ELECTION OF REMEDIES

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

22.2 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.

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Utility Contractor.

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 Utility Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Utility Contractor, 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 Utility Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 ENTIRE AGREEMENT

25.1 This Agreement, including any Task Authorizations and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Utility Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. The terms and conditions of this Agreement shall be deemed automatically incorporated into any Task Authorization approved and executed hereunder regardless if the Task Authorization references this Agreement.

26.0 NO JOINT VENTURE

26.1 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.

27.0 ATTORNEY'S FEES

27.1 Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

28.0 COUNTERPARTS

28.1 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.

29.0 AGREEMENT INTERPRETATION; DRAFTING

29.1 At its discretion, during the course of the work, should any errors, ambiguities or discrepancies be found in the Agreement or specifications, the City at its sole discretion will interpret the intent of the Agreement and work descriptions and the Utility Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City. When the material, article or equipment is designated by a brand name and more than one brand name is listed, it will be understood that the work is based on one brand name only. The Utility Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment being provided without additional cost to the City. A substitute material, article or equipment is allowed if it is reasonably equivalent to the brand name specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Utility Contractor must notify the City prior to use of the substitute for a specified brand name and allow the City to make a determination before Utility Contractor uses the substitute.

29.2 City and Utility Contractor 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 in a court of competent jurisdiction, except as provided in Section 29.1.

30.0 NON-DISCRIMINATION

30.1 Utility Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

31.0 PUBLIC ENTITY CRIMES

31.1 As provided in §287.132 and §287.133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Utility Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by §287.133(3)(1), *Florida Statutes*.

32.0 CODE REQUIREMENTS

32.1 The Utility Contractor and its subcontractors on any project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to the project and the actions or operations of those engaged in the work or concerning materials used. Utility Contractor shall ask for and receive any required inspections.

33.0 TESTING

33.1 The Utility Contractor shall be responsible for all tests and testing required by this Contract, unless otherwise specified. All testing shall be done in the presence of a representative of the City. The City reserves the right to test all materials, products, installations and equipment.

33.2 All pipelines will be placed in satisfactory operating condition by the Utility Contractor prior to final payment, and the Utility Contractor shall furnish a letter addressed to the City advising that the completed Work has been installed in accordance with the plans and specifications of this Contract and that all items are in proper operating condition.

34.0 CITY'S RIGHT TO STOP WORK

34.1 If the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, the City shall have the right, but not an obligation, to order the Utility Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that the Work be resumed. In such event, the Utility Contractor shall immediately obey such order. A stop work directive provided under this paragraph shall not entitle the Utility Contractor to an extension of the completion date.

35.0 CITY'S RIGHT TO PERFORM WORK

35.1 If the Utility Contractor's Work is stopped by City, or if the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, and the Utility Contractor fails within three (3) working days of such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage, failure, or refusal will be

eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Utility Contractor, proceed to carry out the subject Work. In such a situation, an appropriate change order shall be issued deducting from the contract price the cost of correcting the subject deficiencies, plus compensation for the City's Consultant's additional services and expenses necessitated thereby, if any. If the unpaid portion of the contract price is insufficient to cover the amount due the City, the Utility Contractor shall pay the difference to the City.

36.0 EMERGENCIES

36.1 All emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Utility Contractor, without special instruction or authorization from the City or the City's authorized representative, is obligated to immediately act to prevent threatened damage, injury, or loss. The Utility Contractor shall give the City's authorized representative(s) written documentation within three (3) days from the inception of said emergency if the Utility Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the City's authorized representative determines that a change in the contract documents is required because of action taken by the Utility Contractor in response to such an emergency, a change order will be issued to document the consequences of such action.

37.0 WARRANTY / GUARANTEE

Unless otherwise required by the specifications, the Utility Contractor shall furnish a one (1) year warranty on all equipment, furnishings, and installation provided hereunder against defect in material and/or workmanship. The warranty shall become effective on the Date of Substantial Completion and acceptance by the City or as otherwise required by law. Should any defect in materials or workmanship, excepting ordinary wear and tear, be discovered during the above-stated warranty period, the Utility Contractor, upon written notice from the City, shall immediately repair or replace same at no cost to the City. The Utility Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control, and without fault or negligence, of the Utility Contractor, such as misuse or neglect by the City, acts of God, fires, floods and hurricanes.

38.0 WAIVER OF JURY TRIAL

38.1 The City and Utility Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

39.0 BARRICADES

39.1 The Utility Contractor shall provide all barricades and/or protective safety devices and shall take all necessary precautions to protect all personnel and property. The

Utility Contractor shall remove said barricades and/or safety devices from City property at the completion of the project.

40.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

40.1 By the submission of its Bid, Bidder certifies that all material, equipment, etc. contained in its bid meets all Occupational Safety and Health Act (OSHA) requirements. Bidder further certifies that if it is the successful Bidder, and any of the material, equipment, etc. delivered is subsequently found to be deficient of any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Bidder. Furthermore, in compliance with Florida law, any item delivered from a Task assigned under this Agreement must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and common name of the toxic substance

B. The hazards or other risks in the use of the toxic substances including:

1. The potential for fire, explosion, corrosion and reactivity
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance
3. The primary routes of entry and symptoms of over-exposure

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over-exposure

D. The emergency procedure for spills, fire, disposal and first aid

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

41.0 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE/CONSTRUCTION DEBRIS

41.1 The Utility Contractor must comply with all applicable City Codes and solid waste franchise agreements regarding the storage, removal, and disposal of solid waste and construction debris. Prior to performing any Services required hereunder, the Utility Contractor shall contact the City's Utilities Department for information relative to complying with this section.

42.0 MATERIALS, INSTALLATION AND PERFORMANCE

42.1 The Utility Contractor shall be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their Bid. The Utility Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Utility Contractor's area of responsibility.

43.0 SET UP AND CONNECTIONS

43.1 All equipment is to be set up, connected to utilities, checked and demonstrated at no charge to the City. The Utility Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished Utility Contractor-installed material and equipment.

44.0 SAFETY AND PROTECTION OF PROPERTY

44.1 The Utility Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Utility Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same. This requirement includes, but is not limited to, the United Sates Occupational Safety and Health Act and the Florida Trench Safety Act, *Florida Statute* §553.60.

45.0 TAXES

45.1 The Utility Contractor shall pay all applicable sales, consumer-use, and other similar taxes required by law. The Utility Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

46.1 ENTIRETY OF CONTRACT

46.1 The City and the Utility Contractor agree that this Contract sets forth the entire Contract between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 3.0 – Changes in the Scope of Work.

47.0 NOTICE

For Utility Contractor
Atlantic Development of Cocoa, Inc.

2185 West King Street
Cocoa, Florida 32926
Attention: _____
Phone: 321-639-8788

For City:

City of Cocoa/ Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922
(321) 433-8710

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

48.0 SOVEREIGN IMMUNITY

48.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

49.0 CORPORATE REPRESENTATIONS BY UTILITY CONTRACTOR

49.1 Utility Contractor hereby represents and warrants to the City the following:

A. Utility Contractor 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 Utility Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Utility Contractor.

50.0 INDEMNIFICATION.

50.1 For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Utility Contractor shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, employees, and/or

attorneys against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Utility Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform Utility Contractor's obligations pursuant to this Agreement and any and all Task Authorizations hereunder.

50.2 The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole 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, its officers, agents, officials, representatives, employees, and/or attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired 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 reasonable. This paragraph shall survive termination of this Agreement.

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

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONTRACTOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

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: _____
Stockton Whitten, City Manager

ATTEST:

Carie Shealy, City Clerk

SEAL
FLORIDA

UTILITY CONTRACTOR:

Atlantic Development of Cocoa, Inc.:

By: _____
Print Name/Title: GLENN S. GRIGNON
VICE PRESIDENT

EXHIBIT "A"

SCOPE OF SERVICES
UTILITY GENERAL CONSTRUCTION CONTRACTOR
AGREEMENT

The Scope of Services to be provided by the Utility Contractor shall include all phases of underground utility services. The Utility Contractor has already been pre-qualified by City to perform the following:

- Install new water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace or installation of new piping and associated appurtenances located at the water and wastewater plants and the wellfield
- Perform line stops / install insert valves on various size pipe to include large diameter transmission mains
- The projects will consist of various size pipe consisting of various materials: i.e.: metal, plastic, Asbestos Cement Pipe, and reinforced concrete.
- All work on the City of Cocoa Utility system shall meet the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details
- The Contractor shall include a Critical Path Method Schedule for each project. The requirements will be detailed in the specifications for each project.
- Work shall include any associated restoration, maintenance of traffic, erosion control, clearing and grubbing, or other similar ancillary work to complete the project
- Restoration of FDOT, Brevard County, City of Cocoa, or other local jurisdiction roads (to included driveways, curbing, and sidewalk), storm water systems, and/or other utilities affected by the utility work. The restoration shall be per the governing authority's specifications and requirements
- Contractor shall meet all safety requirements as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work.

Quotes will first be obtained from Utility Contractor prior to commencement of any planned project. The City shall retain the right to refuse any quote for just cause.

For each project Utility Contractor will supply the following:

A. Labor, equipment and material (unless material is supplied by City by mutual agreement)

B. Traffic control: On-site personnel must be certified in FDOT Maintenance of Traffic Level III Work Zone Training.

C. Supervision: On-site personnel in charge must be OSHA Certified Competent Person

D. De-watering

E. As-built drawings: When project is completed

EXHIBIT "B"

FORM

PUBLIC CONSTRUCTION BOND

In compliance with Section 255.05, Florida Statutes

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone Street
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8710
Owner Fax No.	
Owner Email:	
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	

Bid Number:	

BY THIS BOND, We,_____., a _____as Principal, and _____ a _____ Corporation as Surety, are hereby bound to the **CITY OF COCOA**, a Florida municipal corporation , herein called Owner, in the sum of **$**_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the _____Agreement dated _____, 20____, ("Agreement") between Principal and Owner for construction of the _____as specified in the Agreement, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in this Agreement; and

b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and

c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the Agreement; and

d. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement and by law including all warranties and guarantees specified in the Agreement, then this bond is to be void; otherwise it remains in full force and effect.

e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 2020.

CONTRACTOR AS PRINCIPAL

_____., a _____:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

Approved as to Form:

_____

Cocoa City Attorney

CITY COUNCIL AGENDA ITEM

Memo Date:	August 13, 2026
Agenda Date:	August 25, 2026
File ID:	2026-708
Prepared By:	Frank Mirabito
Through:	Abigail Morgan, Public Works Director
Requested Action:	Approve the use of contingency, BAF 26-090-T, to resolve Stormwater negative accounts through year end.

BACKGROUND:

The Stormwater Division is tasked with maintaining the City's stormwater system. Stormwater has had an active year repairing various locations.

This BAF will move contingency funding to shore up various negative balances across the Stormwater operating accounts.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

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

Source/Use of Funds

Account Number	Amount
423-3570-538.39-00	($60,000)
423-3570-538.44-00	$3,000
423-3570-538.46-00	$32,000
423-3570-538.46-03	$25,000

PREVIOUS ACTION:

On September 16, 2025, Council Approved the Fiscal Year 2026 budget.

RECOMMENDED MOTION:

Approve the use of contingency, BAF 26-090-T, to resolve Stormwater negative accounts through year end.

City of Cocoa Budget Adjustment Form FY 2026-

Select Adjustment Type: Budget Transfer | Requesting Department #: 3570 | Date Prepared: 8/10/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 60,000)	423-3570-538.39-00	Contingency		($ 60,000)	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 60,000) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 3,000	423-3570-538.44-00	Rentals & Leases		$ 3,000	
$ 32,000	423-3570-538.46-00	Repairs and Maintenance		$ 32,000	
$ 25,000	423-3570-538.46-03	Repairs Vehicles		$ 25,000	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 60,000 Total					

Reason/Justification for Adjustment:

Moving funds from contingency to rentals, repairs and maintenance, and vehicle repair to cover a shortfall and provide for service through the end of the fiscal year.

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-068

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Frank Mirabito — Digitally signed by Frank Mirabito Date: 2026.08.10 15:52:24 -04'00'		
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
Abigail Morgan — Digitally signed by Abigail Morgan Date: 2026.08.12 09:43:28 -04'00'		
Department Director's Signature	Deputy Finance Director's Signature	City Manager's Signature

FINANCE USE ONLY:

Date Entered: | Entered By: | Group #:

RESOLUTION NO. 2026-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; 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, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; 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 2025-2026 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 25th day of August 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with JSR Fuel Technologies LLC, 3111 Skyway Cir, Suite 111**,** Melbourne, FL 32934 (hereinafter referred to as the "Vendor " or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with Brevard County Purchasing Services, Brevard County-FL said contract being identified as: Fuel Pump, Fuel Site & Tank Repairs and Inspection Services, Contract No. B-5-24-62 **(**referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fuel Pump, Fuel Site & Tank Repairs and Inspection Services, see Exhibit "A" – original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: **Brevard County Purchasing Services** = City of Cocoa; **Brevard County Purchasing Services** Code = Code of the City of Cocoa. Further, references to specifically identified **Brevard County Purchasing Services** Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

2.2. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and JSR Fueling Technologies, LLC. The term of said agreement shall be for the period effective date of signature through 08/28/2029. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2025 through 2029 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor 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 Contractor or by anyone directly or indirectly employed by the Contractor.

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. The

CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B).** This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. To the extent provided by Florida law, Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

2.6. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.7. Venue:

Notwithstanding anything in Exhibit "A" to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:

Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.9. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
JSR Fueling Technologies LLC Attn: Joshua Ghiz 3111 Skyway Circle, Suite 111 Melbourne, FL 32934 Phone: 321-610-7044 Email: Josh@jsrfueltech.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. Sovereign Immunity:
The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this 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, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars ($200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

2.11. Indemnity:
In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

2.12. Entities of Foreign Countries of Concern:

Contractor certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

2.13. Human Trafficking:

As a condition of this Agreement, the Service Provider shall attest under penalty of perjury that the bidder does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Service Provider understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a. "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. "Labor" means that work of economic or financial value.

c. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Bidder understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

JSR Fueling Technologies LLC

Joshua Ghiz 8/10/2026
Signature Date

Joshua Ghiz Owner
Name and Title

CITY OF COCOA

N/A

Signature Date

Stockton Whitten, City Manager
Name and Title

Signature Date

Michael Blake, Mayor
Name and Title

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
DATE: August 27, 2024
B-5-24-62/ Fuel Pump, Fuel Site & Tank Repairs and Inspection Services

PROCUREMENT ANALYST: Tramesha Flood

VENDOR	VENDOR CITY AND STATE	ITEMS AWARDED	AWARD AMOUNT
JSR Fueling Technologies LLC	**Melbourne, FL**	**ALL**	**See Bid Tabulation**
Don Wood, Inc.	Orlando, FL	None	None
Tank Wizards, Inc.	Melbourne, FL	None	None

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): Bowers, Mary Digitally signed by Bowers, Mary Date: 2024.08.27 11:02:59 -04'00'
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Mary Bowers, Purchasing Manager

---

AWARDED BY A COMMITTEE CONSISTING OF:

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☐ ANNUAL BID:
EFFECTIVE DATE: 08/29/2024 ENDING DATE: 08/28/2029
RENEWAL OPTION ☐ One year ☐ Other (fill in) _____

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☒ OTHER: Please provide current W-9 Form (Rev. March 2024)

SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390 Ext. 59335
Tramesha Flood
Tramesha.Flood@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: myvendorlink.com

RELEASE DATE:	**BID TITLE:**	**BID NUMBER:**	**BID OPENING DATE AND TIME:**
July 24, 2024	Fuel Pump, Fuel Site & Tank Repairs and Inspection Services	B-5-24-62	Wednesday, August 14, 2024 @ 10:30am

PRE-BID DATE, TIME, AND LOCATION:
N/A

☐ **Mandatory**
☐ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
JSr Fueling Technologies, LLC.
3111 Skyway Cir. Suite 111
Melbourne, FL 32934

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(321) 610-7044

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
46-3035170

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this bid for the Contractor. In submitting a bid to Brevard County (the "County"), the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor. **The Contractor has reviewed and agrees to all of the General Conditions, Terms, and Provisions attached hereto, acknowledges that all information provided in this I.T.B. and any attachments hereto is true and correct, and further agrees to provide any required certification under F.S. 287.135(5) as amended, upon entering into a contract with the County. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including Build America, Buy America Act (BABAA) requirements.**

AUTHORIZED SIGNATURE (*MANUAL*)

Joshua Ghiz
NAME (*PRINTED*)

Contractor
TITLE

DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 13 day of Aug 2024.
Personally known: ☒
Or produced identification: ☐ Type of ID: d
FL
SIGNATURE OF NOTARY PUBLIC — STATE
Kim A. Lanham
NAME OF NOTARY PUBLIC (*PRINTED*)
My commission expires 8-30-28

(AFFIX SEAL or STAMP)
Notary Public, State of Florida
KIM A. LANHAM
COMMISSION NUMBER HH 577076
EXPIRES Aug. 30, 2028

BOND DATA

CONTRACTOR MUST PROVIDE:			**AMOUNT:**
Yes ☐	No ☒	BID BOND	
Yes ☐	No ☒	PERFORMANCE BOND	
Yes ☐	No ☒	CONSTRUCTION BOND	
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

FUEL PUMP, FUEL SITE & TANK REPAIRS AND INSPECTION SERVICES
B-5-24-62
PRICE SHEET

See Attachment A.

Fuel Pump, Fuel Site & Tank Repairs and Inspection Services
B-5-24-62
REVISED Price Sheet

Bid price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents. Contractor must provide written numerical value where indicated in order for bid to be considered as responsive.

FUEL SYSTEM LOCATIONS					
Location	**Fuel**	**Size**	**Pump Type**	**Piping Info**	**Price**
Central Fleet					
North Area Road and Bridge 2675 Flake Rd. Titusville	D G	12,000 UST 12,000 UST	2 Gasboy Suction Pumps Model #9152A CX	All DW Fiberglass	$ 385.00
Central Area Road and Bridge 555 Cone Rd. Merritt Island	D G	12,000 AST 12,000 AST	2 Gasboy Suction Pumps Model #9152A CX	All DW Fiberglass	$ 385.00
District 2 Road and Bridge 3850 Lake Dr. Cocoa	D G	20,000 AST Split 10,000 D 10,000 G	2 Gasboy Suction Pumps Model #915KF	DW Steel in a self-contained area	$ 385.00
South Area Road and Bridge 4690 N. Wickham Rd. Melbourne	D G	10,000 AST 10,000 AST	2 Gasboy Suction Pumps Model #915KF	DW Steel in a self-contained area	$ 385.00
Government Center 2725 Judge Fran Jamieson Way, Viera	G	10,000 AST	Gasboy Suction Pumps Model #915KF Automatic Tank Gauge	SW Steel in a self-contained area	$ 385.00
B.C. Detention Center 860 Camp Rd. Cocoa	G	2,000 AST	Bennett 3000 series Suction Pump	SW Steel in a self-contained area	$ 385.00
3/5 Road and Bridge 6170 S.E. Babcock St. Palm Bay	D G	20,000 AST Split 10,000 D 10,000 G	Bennett 3000 series Suction Pump	SW Steel in a self-contained area	$ 385.00
Spessard Holland Golf Course 2374 Oak St. Melbourne	D G	10,000 AST Split 5,000 D 5,000 G	2 Gasboy Suction Pumps Model #9153K	SW Steel in a self-contained area	$ 385.00
Parkway Complex 700 Park Ave. Titusville	D G	10,000 AST Split 5,000 D 5,000 G	2 Gasboy Suction Pumps Model #9153K	SW Steel in a self-contained area	$ 385.00
Solid Waste					
Solid Waste Stores 2250 Adamson Rd. Cocoa	D D G	12,000 AST 12,000 AST 5,200 AST	2 Gasboy Suction Pumps Model Atlas #9800 AX w/4 Dispensers (2 each pump) 1 Manual Gasboy Unleaded Pump	DW Steel in self-contained area	$ 1,695.00
Mosquito Control					
Mosquito Control 3 Pilots Way Valkaria	G D	AST Split 10,000 G 5,000 D	Wayne Reliance G5200 Series Satellite Dispenser Duel Dispenser Unleaded	Steel DW	$ 385.00
Fire Rescue					
Mosquito Control 800 Perimeter Rd., Titusville	G (2) D BVA Oil	500 500 500	Fill-Rite Pump Model # FR702VR, Galvanized pipe Fill-Rite Pump Model # FR700V Fill-Rite Pump Model # FR700V	Galvanized pipe Galvanized pipe Galvanized pipe	
Fire Station #21 4940 N. US1 Mims	D	500			$ 350.00
Fire Station #22 2475 Taylor St. Mims	D	500			$ 350.00
Fire Station #26 6655 Carole Ave. Port St. John	D	500			$ 350.00
Fire Station #29 3950 Canaveral Groves Blvd. Cocoa	D	500			$ 350.00
Fire Station #40 6400 N. Tropical Trail Merritt Island	D	500			$ 350.00
Fire Station #41	D	500			

300 Alma Blvd. Merritt Island					$ 350.00
Fire Station #47 7225 Murrell Rd. Viera	D	500			$ 350.00
Fire Station #48 5550 Porada Dr. Viera	D	500			$ 350.00
Fire Station #49 8588 Bower Dr. Viera	D	500			$ 350.00
Fire Station #62 299 Sea Park Blvd. Satellite Beach	D	500			$ 350.00
Fire Station #63 2602 N. A1A Indialantic	D	500			$ 350.00
Fire Station #65 7400 S. A1A Melbourne Beach	D	500			$ 350.00
Fire Station #80 400 Pineda Ct. Melbourne	D	500			$ 350.00
Fire Station #81 4630 Lake Washington Dr. Melbourne	D	500			$ 350.00
Fire Station #82 109 NW Pine St. West Melbourne	D	500			$ 350.00
Fire Station #86 301 Barefoot Blvd. Barefoot Bay	D	500			$ 350.00
Fire Station #87 2855 Valkaria Rd. Grant/Valkaria	D	500			$ 350.00
				Total Annual	$11,495.00
Additional Services					

Hourly Rate for Repairs, Replacements and/or New Installation - Normal Operating hours 7:00 AM to 5:00 PM
Hourly rate including all equipment, mileage and overhead, as specified $____85_____/hour

Hourly Rate for Repairs, Replacements and/or New Installation - Overtime Hours - Monday to Friday after 5 p.m. and Saturday and Sunday Hourly rate including all equipment, mileage and overhead
(to include Board approved holidays). $____95_____/hour

Repair Service Call as specified $____375_____/each

Mark-Up for Equipment Rental or Materials (not to exceed 10%) _____10_____%

NOTE: Solid Waste Department operates a fuel site at the landfill in Cocoa. Fire Rescue has several fuel sites, and all are above ground 500-gallon ConVaults. Mosquito Control operates two (2) fuel sites one at the TICO Airport and one at Valkaria Airport. If a site visit is desired, contact Carl Cotner at (321) 255-4355 for fuel sites operated by Central Fleet; Donald Miller for fuel islands operated by Fire Rescue (Public Safety) at (321) 633-2056; Tom Oliver for fuel sites operated by Solid Waste Central Disposal Facility at (321) 633-1893 [Office] / 321-863-0573 [Mobile]; Jonathan Linder at (321) 507-2102 for fuel sites operated by Mosquito Control.; Shelley Locklear at 321-633-2093 for fuel sites operated by Utilities.

NOTE: The terms of this agreement shall be effective for five (5) years. Any adjustments to the pricing, terms, or conditions will not take effect until approved by an authorized County representative in writing. Such requests shall be submitted, with justification, to the Purchasing Manager.

ACH PAYMENTS

Does your company accept ACH Payment Method? __X___Yes / _____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Local Government Prompt Payment Act, Florida Statues Section 218.70, et seq. Contractors may offer cash discounts for prompt payment, but they will not be considered in the determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms: NA

Brevard County shall remit payment in accordance with the Florida Local Government Prompt Payment Act, Florida Statues Section 218.70, et seq. Contractors may offer cash discounts for prompt payment, but they will not be considered in the determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms: __ NA

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No.___1_____ Dated____08/07/2024___ // Add. No._____ Dated_____

Add. No._____ Dated_____ // Add. No._____ Dated_____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing for B-5-24-62 / Fuel Pump, Fuel Site & Tank Repairs, and Inspection Services.

COMPANY NAME__JSR Fueling Technologies, LLC. _____

ADDRESS__3111 Skyway Circle, Suite 111, Melbourne, FL 32934_____

AUTHORIZED SIGNATURE_____

PRINTED SIGNATURE_____Joshua Ghiz_____DATE_____08/13/2024_____

TELEPHONE #___321-610-7044_____FAX #_____NA_____

EMAIL__Josh@jsrfueltech.com / Cassie@jsrfueltech.com_____

*****After completing, print this page and sign for submission*****

FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES
B-5-24-62
DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO — I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

OR

YES / NO — I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO — I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO — Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO — This is a proposal to sell commodities through an online procurement program established pursuant to section 287.057(22), Florida Statutes.

YES / NO — This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES
B-5-24-62
DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

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YES / NO This is a proposal to sell commodities through an online procurement program established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:_____

Name of Bidder/Grantee:_____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

_____

Date of Receipt of the Contract/Grant or Gift:_____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: _____

Date: 8/13/2024 Title: Contractor

STATE OF FLORIDA

COUNTY OF Brevard

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13 day of Aug, 2024, by (name of person making statement).

[Notary Seal]

Notary Public Signature

Kim A. Lanham

Name typed, printed or stamped

My Commission Expires: 8-30-28

X Personally Known OR _____ Produced Identification

Type of Identification Produced ϕ

KIM A. LANHAM
COMMISSION
NUMBER
HH 577076
EXPIRES
Aug. 30, 2028
Notary Public, State of Florida

FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES
B-5-24-62

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared Joshua Ghiz, who, being by me first duly sworn, made the following statement:

1. The Business address of 3111 Skyway Cir. Ste. 111, Melbourne, FL 32934 (name of Contractor) is .
2. My relationship to Joshua Ghiz, MGRM (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Joshua Ghiz (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Joshua Ghiz (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Joshua Ghiz (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 13 day of August, 2024.

Notary Public Kim A. Lanham

My commission expires: 8-30-28

(AFFIX SEAL / STAMP)

KIM A. LANHAM
COMMISSION
NUMBER
HH 577076
EXPIRES
Aug. 30, 2028
Notary Public, State of Florida

FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES
B-5-24-62
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided. **Note:** A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: City of Ormond Beach
Date of Services: 09/2022-Current
City, State: Ormond Beach, FL Phone#: 386-566-1270
Contact Person: Christine Jerrell
Email: Christine.Jarrell@ormondbeach.org

Ref #2. Customer/Client: City of Cocoa - Fleet
Date of Services: 2013 - Current
City, State: Cocoa, FL Phone#: (321) 433-8766
Contact Person: Tony Jones
Email: tjones@cocoafl.org

Ref #3. Customer/Client: Indian River County Fleet
Date of Services: 2012 - Current
City, State: Vero Beach, FL Phone#: (772)226-4394
Contact Person: Lee Miller
Email: lmiller@ircgov.com

Ref #4. Customer/Client: Florida Department of Transpertation - Cocoa
Date of Services: 2013 - Current
City, State: Cocoa, FL Phone#: 321-634-6045
Contact Person: Dona Turner
Email: dona.turner@dot.state.fl.us

Ref #5. Customer/Client: Sunrise Boat Marina, Inc.
Date of Services: 2012 - Current
City, State: Cape Canaveral, FL Phone#: 321-783-9535
Contact Person: Robin Roark
Email: robinroark@sunrisemarina.com

CONTRACTOR NAME JSR Fueling Technologies, LLC.
ADDRESS 3111 Skyway Cir. Ste. 111, Melbourne, FL 32934
PRINTED SIGNATURE Joshua Ghiz
AUTHORIZED SIGNATURE
TELEPHONE 321-610-7044 FAX# NA DATE 08/13/2024
EMAIL: Josh@jsrfueltech.com / Cassie@jsrfueltech.com

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

JSR Fueling Technologies, LLC. (Name of Entity) is not owned by the government of a "Foreign country of concern", as defined in section 287.138, Florida Statutes, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Joshua Ghiz

Title: Contractor, MGRM

Signature: _____ Date: 08/13/2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GHIZ, JOSHUA HARVEY SR

JSR ENTERPRISES EAST COAST, L.L.C.
3111 SKYWAY CIR
UNIT 111
MELBOURNE FL 32934

LICENSE NUMBER: PCC1256948

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Fuel Pump, Fuel Site & Tank Repairs and Inspection Services
B-5-24-62
REVISED Price Sheet

Bid price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents. Contractor must provide written numerical value where indicated in order for bid to be considered as responsive.

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Parkway Complex 700 Park Ave. Titusville	D G	10,000 AST Split 5,000 D 5,000 G	2 Gasboy Suction Pumps Model #9153K	SW Steel in a self-contained area	$ 385.00
Solid Waste					
Solid Waste Stores 2250 Adamson Rd. Cocoa	D D G	12,000 AST 12,000 AST 5,200 AST	2 Gasboy Suction Pumps Model Atlas #9800 AX w/4 Dispensers (2 each pump) 1 Manual Gasboy Unleaded Pump	DW Steel in self-contained area	$ 1,695.00
Mosquito Control					
Mosquito Control 3 Pilots Way Valkaria	G D	AST Split 10,000 G 5,000 D	Wayne Reliance G5200 Series Satellite Dispenser Duel Dispenser Unleaded	Steel DW	$ 385.00
Fire Rescue					
Mosquito Control 800 Perimeter Rd., Titusville	G (2) D BVA Oil	500 500 500	Fill-Rite Pump Model # FR702VR, Galvanized pipe Fill-Rite Pump Model # FR700V Fill-Rite Pump Model # FR700V	Galvanized pipe Galvanized pipe Galvanized pipe	
Fire Station #21 4940 N. US1 Mims	D	500			$ 350.00
Fire Station #22 2475 Taylor St. Mims	D	500			$ 350.00
Fire Station #26 6655 Carole Ave. Port St. John	D	500			$ 350.00
Fire Station #29 3950 Canaveral Groves Blvd. Cocoa	D	500			$ 350.00
Fire Station #40 6400 N. Tropical Trail Merritt Island	D	500			$ 350.00
Fire Station #41	D	500			

300 Alma Blvd. Merritt Island					$ 350.00
Fire Station #47 7225 Murrell Rd. Viera	D	500			$ 350.00
Fire Station #48 5550 Porada Dr. Viera	D	500			$ 350.00
Fire Station #49 8588 Bower Dr. Viera	D	500			$ 350.00
Fire Station #62 299 Sea Park Blvd. Satellite Beach	D	500			$ 350.00
Fire Station #63 2602 N. A1A Indialantic	D	500			$ 350.00
Fire Station #65 7400 S. A1A Melbourne Beach	D	500			$ 350.00
Fire Station #80 400 Pineda Ct. Melbourne	D	500			$ 350.00
Fire Station #81 4630 Lake Washington Dr. Melbourne	D	500			$ 350.00
Fire Station #82 109 NW Pine St. West Melbourne	D	500			$ 350.00
Fire Station #86 301 Barefoot Blvd. Barefoot Bay	D	500			$ 350.00
Fire Station #87 2855 Valkaria Rd. Grant/Valkaria	D	500			$ 350.00
				Total Annual	$11,495.00
Additional Services					

Hourly Rate for Repairs, Replacements and/or New Installation - Normal Operating hours 7:00 AM to 5:00 PM
Hourly rate including all equipment, mileage and overhead, as specified $____85_____/hour

Hourly Rate for Repairs, Replacements and/or New Installation - Overtime Hours - Monday to Friday after 5 p.m. and Saturday and Sunday Hourly rate including all equipment, mileage and overhead
(to include Board approved holidays). $____95_____/hour

Repair Service Call as specified $____375_____/each

Mark-Up for Equipment Rental or Materials (not to exceed 10%) _____10_____%

NOTE: Solid Waste Department operates a fuel site at the landfill in Cocoa. Fire Rescue has several fuel sites, and all are above ground 500-gallon ConVaults. Mosquito Control operates two (2) fuel sites one at the TICO Airport and one at Valkaria Airport. If a site visit is desired, contact Carl Cotner at (321) 255-4355 for fuel sites operated by Central Fleet; Donald Miller for fuel islands operated by Fire Rescue (Public Safety) at (321) 633-2056; Tom Oliver for fuel sites operated by Solid Waste Central Disposal Facility at (321) 633-1893 [Office] / 321-863-0573 [Mobile]; Jonathan Linder at (321) 507-2102 for fuel sites operated by Mosquito Control.; Shelley Locklear at 321-633-2093 for fuel sites operated by Utilities.

NOTE: The terms of this agreement shall be effective for five (5) years. Any adjustments to the pricing, terms, or conditions will not take effect until approved by an authorized County representative in writing. Such requests shall be submitted, with justification, to the Purchasing Manager.

ACH PAYMENTS

Does your company accept ACH Payment Method? __X___Yes / _____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Local Government Prompt Payment Act, Florida Statues Section 218.70, et seq. Contractors may offer cash discounts for prompt payment, but they will not be considered in the determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms: NA

Brevard County shall remit payment in accordance with the Florida Local Government Prompt Payment Act, Florida Statues Section 218.70, et seq. Contractors may offer cash discounts for prompt payment, but they will not be considered in the determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms: __ NA

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No.___1_____ Dated____08/07/2024___ // Add. No._____ Dated_____

Add. No._____ Dated_____ // Add. No._____ Dated_____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing for B-5-24-62 / Fuel Pump, Fuel Site & Tank Repairs, and Inspection Services.

COMPANY NAME__JSR Fueling Technologies, LLC. _____

ADDRESS__3111 Skyway Circle, Suite 111, Melbourne, FL 32934_____

AUTHORIZED SIGNATURE_____

PRINTED SIGNATURE_____Joshua Ghiz_____DATE_____08/13/2024_____

TELEPHONE #___321-610-7044_____FAX #_____NA_____

EMAIL__Josh@jsrfueltech.com / Cassie@jsrfueltech.com_____

*****After completing, print this page and sign for submission*****

CITY COUNCIL AGENDA ITEM

Memo Date:	August 19, 2026
Agenda Date:	August 25, 2026
File ID:	2026-730
Prepared By:	Mitchell Lawyer, Systems and Support Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Approve Budget Amendment Form BAF 26-097-T and approve the purchase of thirty-two (32) Panasonic Toughbook 55 rugged computers and associated three-year Smart Battery warranties from CDW Government LLC utilizing OMNIA Mesa Contract No. 2024056-01 in the amount of $143,856.32.

BACKGROUND:

The City is currently transitioning Cocoa Police Department personnel back to City-owned and managed technology equipment. As part of this transition, replacement mobile computing equipment is required to support Police personnel and law enforcement operations.

The Police Department's existing Panasonic Toughbook CF-54 computers have reached end of life and can no longer meet the City's operational and technology requirements. The CF-54 hardware does not support the City's required upgrade from Windows 10 to Windows 11. Additionally, the existing units do not support the use of 5G SIM cards, limiting their ability to provide the mobile connectivity required by Police personnel in the field. As a result, the existing CF-54 computers are no longer suitable for continued use in Police operations and must be replaced.

The proposed purchase includes thirty-two (32) Panasonic Toughbook 55 rugged computers. These devices will replace the end-of-life CF-54 units and provide Police personnel with current, City-managed mobile computers capable of supporting Windows 11, 5G connectivity, law enforcement applications, and other technology resources required for daily operations.

The purchase also includes a three-year Panasonic Smart Battery Warranty for each device. The total cost of the equipment and warranties is $143,856.32.

The purchase will be made through CDW Government LLC utilizing OMNIA Mesa Contract No. 2024056-01.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? No

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

Transfer summarized by total department contributions. See attached tracking sheet for specific account breakouts.
Source/Use of Funds

Account Number	Amount
IT Department	($50,000)
General Operations Department	($18,195)
Police Department	($75,662)
001-2100-521.56-15	**$143,857**

PREVIOUS ACTION:
n/a

RECOMMENDED MOTION:
Approve Budget Amendment Form BAF 26-097-T and approve the purchase of thirty-two (32) Panasonic Toughbook 55 rugged computers and associated three-year Smart Battery warranties from CDW Government LLC utilizing OMNIA Mesa Contract No. 2024056-01 in the amount of $143,856.32.

City of Cocoa Tracking Sheet

BAF 26-097-T

From Accounts				
Account	**Description**	**Amount**	**Project#**	**Note**
001-1203-516.34-00	INFORMATION SYSTEMS / CONTRACT SERVICES	(40,000)		Reallocating Central Square Mod. Maintenances
001-1203-516.46-00	INFORMATION SYSTEMS / REPAIRS & MAINTENANCE	(10,000)		Reallocating Central Square Mods
	Information Technology Department	(50,000)		
001-1600-513.31-00	FINANCE/ADMINISTRATIVE / PROFESSIONAL SERVICES	(18,195)		Savings From Infotech PO
	General Operations Department	(18,195)		
001-2101-521.40-00	LAW ENFORCEMENT / TRAVEL & PER DIEM	(5,940)		
001-2101-521.46-00	LAW ENFORCEMENT / REPAIRS & MAINTENANCE	(1,180)		
001-2101-521.49-00	LAW ENFORCEMENT / OTHER CHARGES & OBLIG.	(1,600)		
001-2101-521.51-00	LAW ENFORCEMENT / OFFICE SUPPLIES	(3,000)		
001-2101-521.52-00	LAW ENFORCEMENT / OPERATING SUPPLIES	(3,000)		
001-2101-521.52-02	OPERATING SUPPLIES / UNIFORMS-PURCHASED	(2,374)		
001-2101-521.54-00	LAW ENFORCEMENT / MEMBERSHIP/PUBLICATIONS	(575)		
001-2101-521.55-00	LAW ENFORCEMENT / TRAINING	(15,496)		
001-2101-521.56-15	TECHNOLOGY SYSTEMS / IT-RELATED OPERATING EXP	(2,622)		
001-2100-521.31-00	LAW ENFORCEMENT / PROFESSIONAL SERVICES	(2,475)		
001-2100-521.34-00	LAW ENFORCEMENT / CONTRACT SERVICES	(2,000)		
001-2100-521.42-00	LAW ENFORCEMENT / POSTAGE & FREIGHT	(1,500)		
001-2100-521.46-03	REPAIRS & MAINTENANCE / REPAIR/MAINT-VEHICLES	(31,900)		
001-2100-521.47-00	LAW ENFORCEMENT / PRINTING & BINDING	(2,000)		
	Police Department	(75,662)		
Total		(143,857)		

To Accounts				
Account	**Description**	**Amount**	**Project#**	**Note**
001-2100-521.56-15	TECHNOLOGY SYSTEMS / IT-RELATED OPERATING EXP	143,857		27 Tough Books
	Police Department	143,857		
Total		143,857		

City of Cocoa Budget Adjustment Form FY2026- 097-T

Select Adjustment Type: Budget Transfer | Requesting Department #: PD-2100 | Date Prepared: 8/19/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 50,000	See Tracking Sheet	Information Technology Department Total		$ 50,000	
$ 18,195	See Tracking Sheet	General Operations Department Total		$ 18,195	
$ 75,662	See Tracking Sheet	Police Department Total		$ 75,662	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 143,857	**Total**				

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 143,857	001-2100-521.56-15	Technology Systems/IT Related Operating Expense		$ 143,857	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 143,857	**Total**				

Reason/Justification for Adjustment:

Funds are needed to purchase Tough Books that are updated with a new Operating System that is eligible to allow officers access to maintain CJIS security guidelines. Funding pulled from various sources amongst the Police operations, administration, IT, and general operations. See tracking sheet for specific account details.
Agenda# 2026-730

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:**

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.08.20 15:26:31 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.08.20 16:40:42 -04'00'
Finance Approval Signature

Rebecca Bowman — Digitally signed by Rebecca Bowman, DN: cn=Rebecca Bowman, ou=CH, Date: 2026.08.20 16:39:38 -04'00'
Finance Director's Signature

Rebecca Bowman — Digitally signed by Rebecca Bowman, DN: cn=Rebecca Bowman, ou=CH, Date: 2026.08.20 16:39:25 -04'00'
Department Director's Signature

Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.08.20 17:02:11 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: | Entered By: | Group #:

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

September 4, 2025

To: All Departments

Subject: Approved use of Omnia Partners contract 2024056-01

The Purchasing Department has reviewed Omnia Partners contract 2024056-01 with CDW Government LLC and has confirmed that the terms are acceptable for departmental use from the date of this memo through July 1, 2028 with a final expiration of July 1, 2034 subject to executed renewals. Service and Lease agreements entered into prior to the contract end date will remain in effect for the agreed upon term.

The City of Mesa, Arizona, as the Principal Procurement Agency has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement.

This contract will provide participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Departments are responsible for verifying Contract pricing that meets or exceeds the minimum National Pricing Discount (NAP) submitted by the supplier which is posted on the Omnia Partners website and referenced at the end of this memo.

Department requestors must ensure that all vendor quotes are complete and compliant with the contract's terms. Each quote **must include the original list price, the discount percentage, and the final sale price.** Additionally, the quote must clearly state that the offering is subject to the terms and conditions of this contract.

Department requisitions must include a copy of this memo, the vendor's quotation, and a copy of the contract's pricing sheet with the requested items highlighted. The Department requestor is responsible for verifying that all pricing is compliant with the contract's terms.

By issuing a Purchase Order, the City of Cocoa's terms and conditions will be recognized and enforced as if they were part of the original agreement. Both the vendor's quote and the City's Purchase Order must

clearly reference that the pricing is being provided in accordance with this contract. The vendor must accept the Terms and Conditions issued with the Purchase Order.

Departments are required to obtain any additional documentation, such as a Certificate of Insurance (COI) and an E-Verify affidavit, when applicable. If the purchase exceeds the City Manager's approval authority or results in a service agreement that spans more than one fiscal year, the department must also obtain approval from the City Council.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.gov.

Brian Dale
Purchasing Manager
City of Cocoa

REFERENCES:

1. Omnia Contract 224056-01: https://www.omniapartners.com/suppliers-files/A-D/CDW-G/Contract_Documents/2024056-01/2024056-01_CDWG_MAD_01.pdf

2. National Pricing Discount (NAP): https://www.omniapartners.com/suppliers-files/A-D/CDW-G/Contract_Documents/2024056-01/2024056-01_CDWG_PRC.pdf

3. Supplier Response to RFP: https://www.omniapartners.com/suppliers-files/A-D/CDW-G/Contract_Documents/2024056-01/2024056_CDWG_RES.pdf

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

MITCHELL LAWYER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PZJN058	8/20/2026	PANASONIC I7	5938989	$143,856.32

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 55 - 14" - Intel Core i7 - 1370P - 32 GB RAM - 512 GB S Mfg. Part#: FZ-55JV-38BM **** MSRP: $5,227.63 Contract: Notebook, 5% Contract price: $4,966.25 Contract: OMNIA Mesa 2024056-01 (2024056-01)	32	8223371	$4,355.66	$139,381.12
Panasonic Smart Battery Warranty - extended service agreement - 3 years Mfg. Part#: CF-SVCSEBAT3Y **** MSRP: $177.00 Contract: Software, 5.75% Contract Price: $166.82 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	32	7733189	$139.85	$4,475.20

SUBTOTAL $143,856.32

SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$143,856.32**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF COCOA CITY OF COCOA 65 STONE ST RM 209 COCOA, FL 32922-7982 **Phone:** (321) 433-8558 **Payment Terms:** Request Terms	**Shipping Address:** CITY OF COCOA INFORMATION TECHNOLOGY 65 STONE ST COCOA, FL 32922-7982 **Shipping Method:** DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

John Vrablik | (877) 466-6333 | johnvra@cdwg.com

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For more information, contact a CDW account manager.

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CITY COUNCIL AGENDA ITEM

Memo Date:	August 10, 2026
Agenda Date:	August 25, 2026
File ID:	2026-693
Prepared By:	Christi Grant, Deputy Finance Director
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Approve the Final Assessment Resolution 2026-064 for Fire Protection, for Fiscal Year 2027.

BACKGROUND:

The fire protection assessment is an annual non-ad valorem charge levied on benefited properties to fund a portion of the City of Cocoa's Fire Department operations and capital improvements. It helps ensure that essential fire protection and rescue services are available to all parcels in the City and provides a stable funding source outside of ad valorem taxes.

The following timeline highlights significant updates and refinements to the methodology used in implementing the fire protection assessment:

- On **May 9, 2006**, the City Council adopted **Ordinance 20-2006**, establishing a fire protection assessment.
- In **2013**, Stantec (formerly Burton & Associates) conducted a study to update the assessment methodology, reflecting equitable cost apportionment.
- The study was updated in **July 2015** to include a revised methodology and rate structure that excludes emergency medical services (EMS), as required by law.
- The assessment is based on the availability of fire services and protection from structural loss for improved parcels.

The City Council plays a crucial role in reviewing and approving the annual fire protection assessment. As outlined in Ordinance 20-2006 and consistent with Florida law, the Council is responsible for evaluating the proposed rates, considering their fiscal impact, ensuring compliance with legal requirements, and authorizing both the Preliminary and Final Assessment Resolutions. This ensures that the funding mechanism remains transparent, equitable, and sufficient to support the City's fire protection services.

PROPOSED FY2027 FIRE ASSESSMENT RATES

City Council approved the inclusion of a 3% rate increase in the FY2027 budget during the **July 7, 2026, Budget Workshop**, based on recommendations from Stantec and City Staff.

This 3% increase to the Fire Protection Assessment for Fiscal Year 2027 will support

ongoing Fire Department operations and capital improvements. The assessment, adopted under Ordinance 20-2006 and compliant with Florida Statutes, is levied annually on benefited parcels within city limits.

The assessment is projected to generate approximately $4.08 million in gross revenue, funding about 41% of the Fire Department's FY2027 budget. The current and proposed assessment rates are as follows:

Fiscal Year 2026:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$257.47	$306.12
Non-residential: Response Readiness Availability	Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and Un-improved non-exempt parcels	$182.04	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to the nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.40	$13.55

The proposed Fiscal Year 2027 rate is set forth below:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$265.19	$306.12
Non-residential: Response Readiness Availability	Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and Un-improved non-exempt parcels	$187.50	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to the nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.74	$13.55

Historical rate adjustments from fiscal years 2017-2026 are shown in the table below:

Fiscal Year	Rate Increase	% of Fire Budget

	Funded
FY2017 3%	-
FY2018 5%	-
FY2019 3%	43%
FY2020 3%	42%
FY2021 3%	44%
FY2022 3%	43%
FY2023 3%	39%
FY2024 3%	37%
FY2025 3%	36%
FY2026 3%	*~39% (estimated budget @ 95%)*

This assessment complies with Florida Statutes **§197.3632**, relevant case law, and the City's adopted Ordinance. Required exemptions are applied to:

- Public schools and government-owned parcels
- Water bodies, rights-of-way, buffers
- Wetlands and other exempted lands by law or agreement

EMS-related costs are excluded from this assessment, in accordance with case law prohibiting the inclusion of non-fire rescue services in fire assessments.

NEXT STEPS

1. **September 8, 2026** – Deadline to transmit the final assessment roll to Brevard County for inclusion on the tax bills.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

The total gross revenue in FY2027 from this proposed fire protection assessment is estimated to be $4.3 million, **which is ~44%** of the FY2027 proposed budgeted fire protection services. Fire assessment budgeted at 95%, $4.08 million dollars, **which is ~42%** of the FY2027 proposed budgeted fire protection services.

PREVIOUS ACTION:

At the August 11, 2026, City Council Meeting, the Preliminary Fire Assessment Resolution 2026-061 was approved by the City Council.

On May 9, 2006, the City Council approved Ordinance 20-2006 that adopted a fire protection assessment to partially fund the provision of fire protection and first response medical services to properties within the City.

In reliance upon the Ordinance, the City Council has approved an annual fire assessment to fund a portion of the annual Fire Department budget since 2006.

RECOMMENDED MOTION:

Approve the Final Assessment Resolution 2026-064 for Fire Protection, for Fiscal Year 2027.

Stantec

Technical Memorandum

To:	Stockton Whitten, City Manager 85 Stone Street Cocoa, FL 32922	From:	Peter Napoli, Manager 777 S Harbour Island Boulevard Suite 600 Tampa FL 33602
Project/File:	224802717	Date:	July 30, 2026

Reference: City of Cocoa Fiscal Year 2027 Fire Assessment Roll Update

Background

Stantec Consulting Services Inc. (Stantec) completed a Fire Assessment Study for the City of Cocoa (City) that was implemented in Fiscal Year (FY) 2014. Since 2015, annual updates have been performed for the Fire Assessment program and Non-Ad Valorem Assessment. This Technical Memorandum presents the results of the analysis for the Fire Assessment to be implemented for FY 2027.

Scope

The scope for the FY 2027 Fire Assessment Roll Update included the following:

1) Evaluate the need for increased Fire Assessment revenue to support the General Fund Financial Sustainability Analysis, the results of which are being delivered in a separate Report.
2) Obtain Brevard County Property Appraiser parcel data to use as the basis of the FY 2027 updated Assessment Roll.
3) Prepare an updated Non-Ad Valorem Fire Assessment Roll to include the revenue increase in the assessment to all assessed parcels as indicated in the results section of this memo.

Results

1) Based upon the analysis conducted in this year's update, the Fire Assessment rates should increase by 3.00% as shown in the table below. Note that there is no change to the Fire Assessment methodology for FY 2027.

	FY 2026	FY 2027	Increase %
Residential Rate per Dwelling Unit	$ 257.47	$ 265.19	3.00%
Tier 1 Rate per Parcel EBU [1]	$ 182.04	$ 187.50	3.00%
Tier 2 Rate per Parcel EBU [2]	$ 11.40	$ 11.74	3.00%

[1] Tier 1 equivalent billing units (EBUs) are equal to 5 acres of property size.

[2] Tier 2 equivalent billing units (EBUs) are equal to $5,000 of structure value.

Reference: City of Cocoa Fiscal Year 2027 Fire Assessment Roll Update

The updated Non-Ad Valorem Assessment Roll submitted to the City for review indicates a total billed assessment revenue of $4.30 million or estimated collected revenue of $4.09 million at the assumed 95% collection rate for FY 2027, this is an increase of 7.6% from FY 2026. These revenues, in combination with a subsidy from the General Fund for the remaining costs of providing Fire Protection services, will sufficiently fund the Fire Department's projected operations and maintenance costs and capital improvement program. The General Fund Sustainability Analysis performed separately from this project provides for the projected financial dynamics of the General Fund and shows the sustainable 10-year projection with the 3.0% increased Fire Assessment rate adjustments included therein.

The City's projected Fire Assessment revenue must provide sufficient funding for the annual debt service requirements of the Series 2016 Fire Assessment Bonds (Fire Stations). This year's analysis confirms the City's projected Fire Assessment revenues will maintain the City's policy, requiring revenues at least 1.25 times greater than the annual debt service requirements, and ensure the adequate funding of the debt service requirements for the debt service amount due in FY 2027.

A Fire Assessment Roll is being delivered separately to reflect all current assessable parcels. Any parcels that are receiving the Fire Assessment for the first time are required to be noticed via first class mail and a list of those parcels have been provided to the City. A separate roll is delivered for use by the Brevard County Property Appraiser and Tax Collector for TRIM purposes. Upon review and any revisions, the final roll will be delivered for the FY 2027 tax bills.

If you have any questions or would like to discuss this Technical Memorandum, please do not hesitate to call me at (904) 671-0117.

Respectfully yours,

STANTEC CONSULTING SERVICES INC.

Napoli, Peter

Digitally signed by Napoli, Peter
Date: 2026.07.31 15:37:18 -04'00'

Peter Napoli
Senior Manager
Mobile: 904-671-0117
Peter.napoli@stantec.com

stantec.com

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the City of Cocoa, located in Brevard County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 25th day of August, 2,026 (year).

Chairman of the Board or authorized agent

of City of Cocoa
Name of local government

Brevard County, Florida

CITY OF COCOA, FLORIDA

FIRE PROTECTON ASSESSMENT
FINAL ASSESSMENT RESOLUTION

RESOLUTION NO. 2026-064

ADOPTED AUGUST 25, 2026

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RESOLUTION No. 2026-064

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, PROVIDING FOR THE ADOPTION OF THE FINAL ASSESSMENT RATE AND FINAL ASSESSMENT ROLL RELATING TO THE DELIVERY AND FUNDING OF FIRE PROTECTION SERVICES AND FACILITIES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 20-2006 WITHIN THE ENTIRE AREA OF THE CITY TO FUND FIRE PROTECTION SERVICES AND FACILITIES; ESTABLISHING FIRE ASSESSMENT RATES FOR CITY FISCAL YEAR 2026/2027; ESTIMATING THE FIRE PROTECTION COSTS TO BE RECOVERED THROUGH SUCH ASSESSMENTS; RESTATING THE MAXIMUM ASSESSMENT RATE AND METHOD OF APPORTIONING THE BENEFITS AND COSTS OF FIRE PROTECTION SERVICES AND FACILITIES AMONG AFFECTED REAL PROPERTY PREVIOUSLY ADOPTED BY THE CITY COUNCIL BY RESOLUTION 2015-057; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 20-2006, Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Final Rate Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance.

As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the fire protection services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa FY 2016 Fire Protection Assessment Study, dated August 5, 2015, as updated by the FY 2017 Fire Protection Assessment Study, dated July 25, 2016, prepared by Burton & Associates, as updated by the Technical Memorandums prepared by Stantec, dated August 4, 2017, August 9, 2018, August 6, 2019, August 18, 2020, July 27, 2021, July 26, 2022, July 12, 2023, July 11, 2024, July 17, 2025, and July 30, 2026 as may be further amended in writing.

"Assessment Ordinance" means City Ordinance No. 20-2006, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Fire Protection Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. In addition, and supplemental to the findings adopted by the City Council in Ordinance No. 20-2006, it is hereby ascertained, determined and declared as follows:

(A) The constant preparedness to provide fire protection services, facilities and programs possesses a logical relationship to the use and enjoyment of real property by: (1) preserving and/or enhancing property values, marketability and ability to develop for all parcels; (2) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (3) protecting the life and safety of intended occupants in the use and enjoyment of real property; (4) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (5) providing protection for uninsured or underinsured property and property owners; and (6) containing the spread of fire incidents, sometimes occurring on unimproved property, with the potential to spread and endanger the value, structures and occupants of nearby property, thereby limiting liability.

(B) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit conveyed by readiness-to-serve availability of fire protection service provided by the City to all parcels (improved and unimproved), and an additional benefit that this availability of service provides to improved property by the protection from the loss of the structures on

improved parcels through the ability to obtain insurance at attractive rates and the ability of the City to respond to and suppress a fire, and has considered the recent decision of the Florida Supreme Court, Morris v. City of Cape Coral, 163 So. 3d 1174 (Fla. 2015), which upheld a similar methodological approach recommended by Burton & Associates that apportioned costs based on the general availability of fire protection services to all property owners in tier 1, and in tier 2, provided the additional benefit to improved property owners of protecting structures from damage.

(C) Readiness to serve apportionment is based upon the premise that real property receives a substantial benefit from the mere presence and availability of on-call fire protection services and facilities. Such benefit is independent of, and enjoyed even in the absence of, a call or need for actual service. A given Tax Parcel is benefited over time by that availability alone, even when that Tax Parcel does not generate a call for service, through increased value and marketability, development potential, heightened use and enjoyment of the property, and reduced insurance premiums.

(D) The City expends substantial and measurable resources each year in maintaining a constant state of availability, readiness and preparedness which is the primary function of the Fire Department. Preparedness costs are generally those incurred in providing the personnel, operations and facilities necessary for continual, around-the-clock readiness to serve fire protection. Aside from annual inflationary adjustments and atypical expenditures necessitated in a given budget cycle, such costs remain relatively

static and unchanged from year to year and are therefore predictable with accuracy across consecutive budget cycles. Preparedness costs are not determined by the nature of an actual fire event or the whether a Tax Parcel is improved or un-improved and are incurred even when the department remains on standby.

(E) Preparedness costs associated with readiness to serve will be incurred without regard to the nature, extent or duration of actual deployments, or the improved or un-improved status of an individual Tax Parcel, and logically apply to every Tax Parcel (or parcel equivalent for un-improved parcels) of real property in the City. However, in the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit and it was determined to maintain that same feature in the proposed assessment rate structure. Therefore, it was determined that residential dwelling units share in the preparedness costs equally per dwelling unit. Un-improved parcels are converted to parcel equivalents, or parcel equivalent benefit units (parcel EBUs) by dividing the subject parcel's acreage by the average size of improved parcels of the same property class. Preparedness costs are logically related to the number of Tax Parcels/Dwelling Units/parcel EBUs) which, in the aggregate, define the geography of the City and establish the basic service area within which the City must ensure preparedness and readiness to serve. Such preparedness costs are equitably and reasonably shared by all Tax Parcels/Dwelling Units /parcel EBUs on an equal basis since each Tax

Parcel/Dwelling Unit /parcel EBU benefits in a substantially similar degree from the readiness to serve aspect of such costs.

(F) All Tax Parcels/Dwelling Units/parcel EBUs within the City receive a substantially similar special benefit from the availability of fire protection services and facilities provided by the City, because the fire protection resources are maintained throughout the City at the same state of response readiness and availability to all Tax Parcels/Dwelling Units/parcel EBUs.

(G) The City maintains its fire protection resources at a level that provides a response readiness condition to respond to calls for service throughout the City at relatively equal levels of service. When needed, responses are made to calls for service without discrimination as to the property type, location within the City, or any other factors specific to the property requiring the service.

(H) Therefore, all properties, improved and unimproved, receive a special benefit from the very availability of the City's fire protection services and facilities, and improved Tax Parcels also receive an additional special benefit in the protection from the loss of structures on the property afforded by 1) the ability to obtain fire insurance at attractive rates, and 2) the availability of the fire protection services provided by the City to actually suppress a fire and protect the structure(s) on the property from damage and/or loss. The special benefits provided to all Tax Parcels/Dwelling Units/parcel EBUs,

improved and unimproved, by the availability of fire protection services and facilities provided by the City include but are not limited to:

(1) Availability of immediate response to fire,

(2) First responder medical aid to protect the life and safety of occupants,

(3) Containment of liability for emergency incidents on the subject Tax Parcels and the spread of fires to other property,

(4) Enhanced property value, and

(5) Enhanced marketability of and/or ability to develop property.

(I) In addition to the above special benefits that are conferred upon all Tax Parcels/Dwelling Units/parcel EBUs in the City, additional benefits are conferred upon improved Tax Parcels including protection from the loss of structures on the property due to fire by virtue of:

(1) The ability to obtain fire insurance and to obtain that insurance at attractive rates because of the availability of fire protection service, and

(2) Protection of loss of structures provided by the availability of fire suppression service provided by the City.

(J) Accordingly, the apportionment methodology described in the Assessment Study recognizes two tiers of benefit: Tier 1, the simple availability of fire protection service which is available equally without discrimination to all Tax Parcels/Dwelling

Units/parcel EBUs of all types within the City by virtue of the continued state of readiness to provide fire protection service that is maintained by the City, and Tier 2, the protection from the loss of structures on the property provided by the availability of fire protection service by the ability to obtain fire insurance, and the continued state of readiness maintained by the City so that when actual calls for service are received the City can provide fire suppression service to protect property owners from the loss of structures on their property. As with the Tier 1 readiness costs, the Tier 2 costs for the structure value on all improved residential parcels is allocated equally per dwelling unit to all dwelling units on those parcels; thus, the combined Tier 1 costs per dwelling unit plus the Tier 2 costs per dwelling unit result in a uniform, equal assessment rate per dwelling unit for all dwelling units on improved residential parcels.

(K) The fixed, non-discretionary costs of the Fire Department comprising Tier 1 are generally the personnel costs that must be incurred independent of the number of calls for service (which are total personnel costs less the portion of personnel costs involved in actually responding to calls for service) plus lease payments and capital expenses. The Assessment Study has determined that such Tier 1 costs represent approximately 60% of total fire protection costs.

(L) Tier 2 costs associated with protection from loss of structures on property include all other costs that are not included in Tier 1. Such Tier 2 costs include the portion of personnel costs involved in actually responding to calls for service, plus other costs

that are incurred relative to variable drivers such as fuel, equipment maintenance, and other operating costs. The Assessment Study has determined that such Tier 2 costs represent approximately 40% of total fire protection costs.

(M) Improved properties benefit from the protection from loss of the structures on the Tax Parcels. The protection from the loss of the structures due to fire is best represented by the protection from the loss of the investment in the structure(s) or the avoidance of the cost of replacing the structure(s) on the property. This protection from loss is conferred on such Tax Parcels by the availability of the fire protection services provided by the City either through the ability to obtain fire insurance or by the ability of the City to provide actual fire suppression services, whether or not a request for service is ever received.

(N) The actual investment or replacement cost of the structure(s) on the Tax Parcels in the City is not readily available and would require inordinate resources to determine and maintain over time. However, the structure values on tax parcels analyzed annually pursuant to state law and kept in the County Property Appraiser's database are readily available and are the best data reasonably available as a surrogate representation of the relative investment or replacement cost of structures on each Tax Parcel in the City as compared to the investment or replacement cost of structures on all Tax Parcels in the City. Therefore, it is appropriate to apportion the costs associated with

Tier 2 based upon the relative value of structures on improved Tax Parcels as contained in the Property Appraiser's database.

(O) Apportionment associated with Tier 2 based upon structure value inherently addresses the higher and proportionate benefit accruing to properties facing potentially greater financial loss in the event of fire incident and is a direct and logical means to allocate the costs and benefits of fire protection services and facilities associated with Tier 2.

(P) Besides cost and efficiency advantages associated with relying upon a publicly maintained database for apportionment metrics, a methodology utilizing structure value is advantageous because it is uniform across all Tax Parcels in its application of value as a proxy for measuring and allocating the relative benefit conveyed to each improved Tax Parcel. Tax Parcels with similar structure value are assessed with proportionate fairness, and the methodology provides an internal system of controls which is self-correcting in that valuation may change over time according to improvements, redevelopment and other factors and such changes in value will be addressed automatically each subsequent year in accordance with the latest structure value determined by the Property Appraiser. In Morris v. City of Cape Coral, 163 So. 3d 1174, 1179 (Fla. 2015), the Florida Supreme Court found that the "use of property appraiser's structure value is reasonable because the property appraiser is statutorily required to use replacement cost to determine this value."

(Q) Utilizing improvement value as one factor among several considered in a given methodology is fair, reasonable and equitable since the resulting assessments form a logical valuation base against which the special benefits and costs may be multiplied or determined.

(R) In the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit. It was determined to maintain that same feature in the proposed assessment rate structure. Therefore, the assessment rate per residential dwelling unit was calculated as the sum of the Tier 1 costs for all improved residential parcels plus the Tier 2 costs for all residential parcels divided by the total number of dwelling units on all improved residential parcels to derive the average assessment per dwelling unit.

(S) The two-tiered apportionment methodology relies upon the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities. The database indicates the number of Tax Parcels within the City, each Tax Parcel's status as improved or unimproved, and the structure or improvement value associated with each. The number of Tax Parcels and structure value are updated by the Property Appraiser as properties within the City develop or combine, split or subdivide. Therefore, the fire assessments will be essentially self-correcting as the assessment roll is updated each year and unimproved Tax Parcels upon which structures have been constructed are reclassified as improved Tax Parcels and their

assessments are adjusted accordingly. Furthermore, this database can be accessed from year to year without extraordinary effort or cost to the City and provides a stable, reliable, reasonably accurate and cost-effective basis for annual administration and updating of the assessment program.

(T) Use of such publicly maintained data avoids duplication of efforts and the ongoing expenses associated with the City developing and maintaining apportionment metrics on its own, thereby resulting in cost-efficient administration and use of public resources. The City avoids expending substantial resources in determining the factors upon which the methodology is based and administered over time because it relies upon the database developed, compiled and maintained by the Property Appraiser each year during the course of performing his or her constitutional responsibilities, at no additional cost to the Property Appraiser or the taxpayers of the City.

(U) Furthermore, if the owner of Assessed Property owner felt in any given year that the benefit to their Tax Parcel was inequitable, there is an appeal process already in place and administered by the countywide value adjustment board by which to seek remedy. If the value adjustment board or Property Appraiser, through existing statutory procedures, reduces the structure valuation associated with a given Tax Parcel, the fire assessment would likewise be reduced, automatically, as the annual assessment roll is updated with no further effort required by the property owner - an additional example of the self-correcting, equitable and cost-efficient nature of the methodology.

Additionally, the City has also established an administrative appeal process to hear inequitable claims made by an owner of vacant Assessed Property pursuant to Resolution No. 2013-143.

(V) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a portion of an essential service or improvement, such as fire protection services and facilities, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(W) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Fire Protection Assessments at a rate less than necessary to fund all or any specific portion of the Fire Protection Assessed Costs. Costs incurred in providing fire protection services and facilities not otherwise funded through Fire Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of budget allocation or expense otherwise funded by a special assessment, in part to one tier or class of any budget allocation or expense, or in any combination thereof, and maintain the

validity of the apportionment. The flexibility is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Fire Protection Assessment exceed the maximum assessment rate previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(X) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the two distinct tiers or classes of apportionment allocation described herein. The two tiers, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(Y) The apportionment among Tax Parcels of a portion of the City's annual budget for fire protection services, facilities and programs necessary for providing the continual readiness to provide fire protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(Z) The benefits derived from the continual readiness to provide fire protection services, facilities and programs as to each Tax Parcel subject to the Fire Service Assessments

equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(AA) The City Council hereby finds and determines that the Fire Protection Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding fire protection services and facilities by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

(BB) The City Council also recognizes and finds that the City of Cocoa's fire assessment was recently validated on August 18, 2016 by the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida in case No. 05-2016-CA-025719 for purposes of securing funding for the construction of three new fire stations, and the City Council continues to rely on said validation for purposes of levying the Fire Protection Assessments to be imposed in accordance with this Resolution.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED FIRE PROTECTION ASSESSED COST.

(A) The estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments for the Fiscal Year commencing October 1, 2026, is approximately

$4.09 million. The Fire Protection Assessed Cost will be funded through the imposition of Fire Protection Assessments, as provided herein.

SECTION 2.02. ASSESSMENT ROLL. The Preliminary Assessment Roll, which was approved by Resolution No. 2026-061, and which is currently on file with the City Clerk and incorporated herein by this reference, is hereby approved, as may have been expressly directed by the City Council to be modified during the hearing at which this Resolution was adopted by the City Council. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Fire Protection Assessments hereunder.

ARTICLE III

ASSESSMENTS

SECTION 3.01. FIRE PROTECTION ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Fire Protection Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the Assessment Ordinance and the Final Assessment Resolution.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Protection Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Fire Service Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county,

district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Fire Protection Assessments authorized by this Resolution. The Final Assessment Rates for Fiscal Year 2026/2027, which are set forth in the following rate schedule, are hereby levied and imposed on all Tax Parcels described in the Assessment Role as follows:

(B)

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$265.19	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$187.50	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$11.74	$13.55

* The minimum size per parcel equivalent was determined to be 5 acres based upon an evaluation of the range of size of developed parcels. Thus, it was determined that un-improved properties will be converted to EBU by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres/EBU to determine the number of EBUs for the parcel.

(B) The Maximum Assessment Rate for the residential and non-residential assessment set forth in the rate schedule were previously approved by the City Council by Resolution No. 2015-057 and are hereby being restated and shall continue to be the

maximum rate for this next and all subsequent City fiscal years until otherwise modified by the City Council.

(C) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A).

(D) The amount of the annual Fire Protection Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with collection and administration of the Fire Protection Assessments each year.

(E) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments as set forth in this Final Assessment Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Protection Assessments shall be utilized for the provision of fire protection services and facilities. In the event there is any fund balance remaining at the end of the 2026/2027 Fiscal Year, such balance shall be carried forward and thereafter used only to fund fire protection related services, facilities, improvements and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Fire Protection Assessments for the 2026/2027 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Fire Protection Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Fire Protection Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, the following are exempt from the fire protection assessments: (i) cemeteries; and (ii) and vacant (un-improved) parcels that contain jurisdictional wetlands, but only for the portion of the parcels that are jurisdictional wetlands as those portions do not receive material benefit from fire protection service.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or assessable Tax Parcels are not subject to the Fire Protection Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Fire Protection Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

3.07 EFFECT OF FINAL RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Preliminary Assessment Resolution including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the initial rate of assessment; the levy and lien of the fire protection assessment; the method by which the assessments will be computed, the Assessment Roll, and the Maximum Assessment Rate unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action on this Final Assessment Resolution. However, this Section shall not be construed or interpreted as conflicting with or abrogating the provisions of Section 75.09, Florida Statutes, that provides that the City's bond validation judgment shall forever be conclusive as to all matters adjudicated against the City and all parties affected thereby, including all property owners, taxpayers and citizens of the City, and all others having or claiming any right, title or interest in property to be affected by the issuance of said bonds, certificates or other obligations, or to be affected in any way thereby, and the validity of any future City bonds, certificates or other obligations or of any taxes,

assessments or revenues pledged for the payment thereof, or of the proceedings authorizing the issuance thereof, including any remedies provided for their collection, shall never be called in question in any court by any person or party. In addition, nothing contained in this Section shall be construed as prohibiting the City from presenting any legal arguments that actions filed against the validity or effectiveness of the City's fire assessment have been waived, estopped, forfeited or bared by the actions or inactions of any plaintiff, previous legal actions or the passage of time.

3.08 DELIVERY TO TAX COLLECTOR. The Assessment Roll, as approved by this Final Assessment Resolution, shall be delivered to the Tax Collector by the City Manager or his designee, as required by the Uniform Assessment Collection Act.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. However, nothing herein is intended to repeal or modify the administrative appeal process for vacant (unimproved) land which is set forth in Resolution No. 2013-143. Upon adoption of the 2026/2027 Final Assessment Resolution, Resolution No. 2013-143 shall be deemed supplemental to the 2026/2027 Final Assessment Resolution subject to severability as set forth in Section 3(b) of Resolution No. 2013-143.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED on this 25th day of August 2026.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

Attest:

By: _____
Monica Arsenault, City Clerk

APPENDIX A

PROOF OF PUBLICATION

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Monica Arsenault
Accounts Payable
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 08/06/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/06/2026

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$747.20	
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NANCY HEYRMAN
Notary Public
State of Wisconsin

Page 1 of 2



Democratic Senate candidate Abdul El-Sayed waves during an election night rally in Detroit on Aug. 5. ROSCOE CRAWFORD/USA TODAY

Primaries

Continued from Page 1A

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El-Sayed has trailed in some polling against Rogers. "If he wins, I think we're in good shape," Rogers told CNN in July.

On Aug. 5, El-Sayed said on "CBS Mornings" that his top goal is to unify Democratic voters alongside Stevens to defeat Rogers.

"We've got to bring the party together," he said. "I know both Steve and Trump are committed to doing that," El-Sayed said.

In other notable Michigan races, Rep. Rashida Tlaib easily won the 12th District's Democratic primary at 74.3%, according to The Associated Press and CNN.

Gov. Gretchen Whitmer, a Democrat, is term-limited. Trump-endorsed Rep. John James beat Perry Johnson in the Republican primary, 38.1% to 35.2%, while Secretary of State Jocelyn Benson sailed away with the Democratic nomination at 83.1% support.

A Missouri contest also featured the progressive-centrist debate, and in this case, voters chose the other side of the spectrum. Incumbent Rep. Wesley Bell defeated Cori Bush, a progressive and former U.S. representative, in the Democratic primary for the state's 1st Congressional District. The bitter race touched raw nerves in the party, from anger at the establishment to who is to blame for Trump's return to power.

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Adam Hamilton, pastor of one of the country's largest United Methodist congregations, beat 11 other candidates to win the Kansas Democratic Senate primary, The AP and NBC News projected. Kansas hasn't sent a Democrat to the Senate in nearly a century, and incumbent Sen. Roger Marshall easily won his side's primary.

Voters in Washington chose candidates in 10 House districts, with the top two vote-getters advancing to the general election, no matter their party. Incumbents – all Democrats save one – advanced in all nine districts in which they ran. In the open 4th District seat, Republican Armanda McKinney came in first (34.9%), followed by Democrat John Dunaby (30.8%) with an estimated 68% of votes counted, according to The AP and CNN.

Contributing: Emily R. Condon and Nicole Pallett, USA TODAY

NC legislator ends reelection campaign

Panel recommended Edwards be censured

Cary Veillaneuve and Zachary Schermele
USA TODAY NETWORK

ASHEVILLE, NC – Rep. Chuck Edwards, R-North Carolina, dropped his bid for a third term in Congress, two days after the House Ethics Committee recommended the full House censure him over his conduct toward two young women who worked for him.

Edwards, who will remain in office through the end of his current term, disclosed the decision in social media posts shortly after 2:30 a.m. Aug. 5. He did not connect his withdrawal to the committee report or offer a detailed explanation.



Edwards

He said he reached the decision after prayer, reflection and discussions with his family: "I ran for Congress with one purpose: to serve this nation, defend our Constitution, and fight for the veteran people living in these mountains."

Congress has been abuzz over Edwards' alleged treatment toward two female staffers. A 63-page report released Aug. 3 by the ethics panel contains eyebrow-raising accounts and text message exchanges. He planned helicopter rides and strip club visits. He did their housework and decorated Christmas trees. He bought them designer purses, guns, trips to New York City and tickets to Broadway shows, according to the report.

Edwards has disputed the panel's findings and denies any impropriety in his interoffice relationships. None of the relevant staffers filed a formal complaint against him, and his lawyers say the committee bypassed typical procedures that would've allowed him to challenge certain evidence.

But the ethics panel concluded that Edwards put the women in "an untenable position" and that any "reasonable observer" would interpret his pattern of behavior as romantic or sexual in nature.

"Representative Edwards was at minimum blind to that reality, and at worst, dismissive of the impact his inappropriate conduct had on the careers and wellbeing of two women," the report said.

In an extraordinary step, the panel recommended that Edwards' colleagues in Congress censure him.

A censure vote wouldn't have cost Edwards his job or stripped him of any of his powers, but it would be an embarrassing rebuke, potentially ahead of the midterm elections, for both Edwards and the GOP more broadly. And it would have come amid a larger, ongoing reckoning among lawmakers about ethics on Capitol Hill.

Edwards' alleged behavior centers largely around his relationships with two young women in his office, one of whom first interned for him in the North Carolina state legislature when she was 18.

Current and former staffers of Edwards' office told the ethics panel they felt he treated the young women differently from other employees; Edwards said he didn't. He wrote poems that made them uncomfortable and showered both of them with lavish gifts, the committee found. The gifts included jewelry totaling over $1,000 in value, designer purses, guns and shoes.

The panel said Edwards gave them "flowers, a laptop and cell phone, Kitchen Aid mixer, robotic vacuum, vacations, tickets to performances, and one-on-one dinners."

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Cary Veillaneuve reports for the Asheville Citizen-Times. Zachary Schermele reports for USA TODAY.

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES



NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES



APPENDIX B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Rebecca J. Bowman, City of Cocoa Finance Director, whose business address is 65 Stone Street, Cocoa, Florida after being duly sworn, deposes and say:

I, Rebecca J. Bowman, have been designated by the City Manager of Cocoa, Florida, to mail the notices required by Section 2.05 of Resolution No. 2026-061, adopted by the City Council of Cocoa, Florida on August 11, 2026 (the "Preliminary Assessment Resolution"). On or before August 5, 2026, I mailed or directed the mailing of thirteen notices in accordance with Section 2.05 of the Preliminary Assessment Resolution by first class mail, to each owner of property within the City of Cocoa Fire Assessment Area who was required to receive such notice in conformance with the requirements of Ordinance No. 20-2006, enacted by the City Council of Cocoa, Florida, at the address shown on the real property assessment tax roll maintained by the Brevard County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

Rebecca J. Bowman,
Finance Director
City of Cocoa

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by Rebecca J. Bowman, Finance Director of the City of Cocoa, Florida who is ✓ personally known to me or ____ who has produced _____as identification and did take an oath.

Notary Signature and Stamp

MONICA R ARSENAULT
Commission # HH 498552
Expires June 16, 2028

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

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BRE Brevard Florida Today 08/06/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/06/2026

Legal Clerk

Notary, State of WI, County of Brown

5/5/27

My commission expires

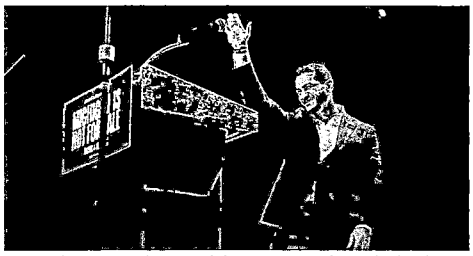
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Primaries

Continued from Page 1A

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Cory Vaillancourt reports for the Asheville Citizen-Times. Zachary Schermele reports for USA TODAY.

To Be Published on or before August 05, 2026

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Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs to properties within the City pursuant to Ordinance 10-2018 previously adopted by the City Council in 2018. The proposed updated rates will not exceed the maximum ERU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Stormwater Assessment and will not be in addition to the current Stormwater Assessment.

The public hearing will be held on August 25, 2026, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Prelim nary and Final Assessment Resolutions and receiving public comment on the proposed assessment. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the publ c hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice.

Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2027 is estimated to be approximately $2.36 million. For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for properties with government ownership, public roads and rights-of-way, vacant parcels, railroad tracks, certain educational establishments, bona-fide agricultural operations, parcels with less than 400 square feet of impervious surface, and such other exempt properties determined by lawful action of the City Council. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 – 2,300 sq. ft., Tier 2 ranges from 2,400 – 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel. The annual fee assessed to each parcel is then determined by multiplying $142.58 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2027 Assessment Rates for Single Family Parcels (up to three units)			FY 2027 Assessment Rate for Non-Single Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$92.69	$142.58	$248.09	$142.58 Per ERU

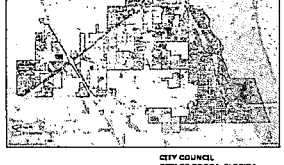
Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater user fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 3% in Fiscal Year 2027 and 4.0% each year thereafter that the assessment is levied, up to a maximum assessment of $121.09 for Tier 1, $175.06 for Tier 2, $273.29 for Tier 3 and $157.08 per ERU, and a maximum assessment rate of $157.08 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2027 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad Valorem tax bill to be mailed in November. The annual assessment amount will include expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be adjusted as necessary to account for any statutory discounts which are necessary to when applying the effective rate assessments are subject to the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing. If you have any questions, please contact our Stormwater Divis on at (321-433-8770) or stormwater@cocoafl.org, Monday through Thursday between 7:00 a.m. and 4:00 p.m., or Friday between 7:00 a.m. and 11:00 a.m.



CITY COUNCIL
CITY OF COCOA, FLORIDA

To Be Published on or before August 5, 2026

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006. The proposed updated rates will not exceed the maximum rate per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2016-CA-035719.

The public hearing will be held on August 25, 2026, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing.

The non-ad valorem assessment will fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006. Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2026/2027 and thereafter, the fire protection non-ad valorem assessment will be billed by and collected by the Brevard County Tax Collector on the ad valorem tax bill to be mailed in November. In accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay the non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to real property that is subject to the non-ad valorem assessment.

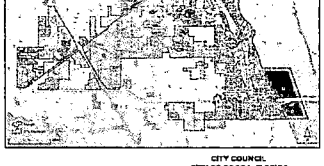
For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-ways/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$265.19	$306.12
Non-residential:				
Response/Lead area Availability	• Improved Property - Per parcel • Unimproved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and unimproved non-exempt parcels	$187.50	$216.45
Protection from loss of Structure	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.24	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

In addition, annual adjustments to th s assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. The total amount of revenue to be collected by the City of Cocoa in FY 2025/2026 under the non-ad valorem assessment program is estimated to be approximately $4.08 million.

If you have any questions, please contact Chasu Grant, Deputy Finance Director, at (321) 433-8606, Monday through Friday between 8:00 a.m. and 5:00 p.m.



CITY COUNCIL
CITY OF COCOA, FLORIDA

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF BREVARD

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The foregoing instrument was acknowledged before me by Rebecca J. Bowman, Finance Director of the City of Cocoa, Florida who is ✓ personally known to me or ____ who has produced _____as identification and did take an oath.

Notary Signature and Stamp

NOTARY PUBLIC STATE OF FLORIDA
MONICA R ARSENAULT
Commission # HH 498592
Expires June 16, 2028

CITY COUNCIL AGENDA ITEM

Memo Date:	August 10, 2026
Agenda Date:	August 25, 2026
File ID:	2026-694
Prepared By:	Christi Grant, Deputy Finance Director
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Approve the Final Assessment Resolution No. 2026-065 for Fiscal Year 2027, Stormwater Utility Services.

BACKGROUND:

The City of Cocoa established its Stormwater Utility Fee in 1992 (City Ordinance Sec. 22-85) to fund ongoing operations and capital improvements needed to maintain stormwater infrastructure—such as drainage systems, ditches, swales, pipes, inlets, manholes, and retention/detention ponds.

In 2018, the City retained Stantec Consulting to develop a 10-year financial plan for the Stormwater Fund. Stantec's modeling, based on FY 2018 audited data and the amended FY 2019 budget, was aligned with a parallel engineering review led by Mead & Hunt, which evaluated long-term infrastructure and regulatory needs, particularly for the Indian River Lagoon.

At a May 14, 2019, workshop, Stantec proposed a shift from the existing rate structure, which factored both pervious and impervious surfaces, to an industry-standard approach based solely on impervious areas. This change aimed to promote equity and consistency. During that workshop, the City Council also reviewed challenges associated with billing stormwater fees through utility accounts (e.g., vacant units, inconsistent parcel-account matching). Council directed staff to transition to a non-ad valorem special assessment method using the Uniform Method of Collection under Section 197.3632, Florida Statutes, rather than continuing with the utility billing method.

Key Milestones:

- July 10, 2019: Final adoption of Ordinance No. 10-2019, authorizing the use of special assessments.
- September 11, 2019: Final Assessment Resolution No. 2019-071 formally adopted.
- Since FY 2020, stormwater assessments have been included on the annual property tax bill (non-ad valorem section).

As part of its fiduciary and legislative responsibilities, the City Council is tasked with reviewing and approving the Stormwater Assessment rates to ensure they are fair, legally compliant, and sufficient to support the City's stormwater management program.

This includes evaluating the financial needs for maintaining and improving stormwater infrastructure, compliance with state and federal environmental regulations, and mitigating flooding risks. Council must consider public input, technical analyses, and staff recommendations before adopting the preliminary and final assessment resolutions. Once adopted, the approved rates are transmitted to the Brevard County Property Appraiser and Tax Collector for inclusion in the annual property tax bill.

FY 2027 STORMWATER ASSESSMENT:
At the July 27, 2026, Budget Workshop, City Council approved Stantec's recommendation of a two-percent (2%) increase to the stormwater assessment rates for Fiscal Year 2027.
Per Florida Statutes and City Ordinance, a Preliminary Assessment Resolution must be adopted, followed by a Final Assessment Resolution after a duly noticed public hearing. The Final Public Hearing is scheduled for August 25, 2026, at 6:00 PM in City Council Chambers.

The current and proposed stormwater assessment rates to be considered by the City Council are as follows:

Current FY 2026 Residential Tiered Rates:

Tier	Impervious Area	Rate
Tier 1	400–2,300 sq. ft.	$90.87
Tier 2	2,400–4,400 sq. ft.	$139.78
Tier 3	>4,400 sq. ft.	$243.23

Proposed FY 2027 Residential Rates (No Change):

Tier	Impervious Area	Rate
Tier 1	400–2,300 sq. ft.	$92.69
Tier 2	2,400–4,400 sq. ft.	$142.58
Tier 3	>4,400 sq. ft.	$248.09

FY 2027 Non-Single-Family Parcels:

- Parcels are assessed based on **Equivalent Residential Units (ERUs)**.
- 1 ERU = 3,100 sq. ft. of impervious area.
- Rate per ERU: **$142.58**
  (Total impervious area ÷ 3,100, rounded down × $142.58)

Future Rate Planning:
Stantec's revenue sufficiency study indicates:

- 2% increase in FY 2027
- **4% annual increases** recommended for future years
- Maximum rate authorized:
  - Tier 1: $102.09

- Tier 2: $157.06
- Tier 3: $273.29
- Non-residential per ERU: $157.06

FY 2026 Assessment Rates for Single-Family Parcels (up to three units)		
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$90.87	$139.78	243.23

FY 2027 Assessment Rates for Single-Family Parcels (up to three units)		
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$92.69	$142.58	$248.09

The final approved rates are submitted to the Brevard County Tax Collector to collect the stormwater assessment on the annual non-ad valorem assessment portion of the 2026 annual property tax bill, no later than September 15, 2026. For non-single-family parcels, each parcel is assigned several Equivalent Residential Units (ERUs) that are calculated based on the measured amount of impervious area on the parcel, rounded down to the nearest hundred square feet, divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a Single-Family parcel). The annual assessment for each parcel is then determined by multiplying $142.58 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2027 Assessment Rate For Non-Single-Family Parcels (Per ERU)
$142.58

The revenue sufficiency study updated and conducted this Fiscal Year indicates the need for a 2% increase to the Stormwater Assessment Rates in FY 2027, and 4% increase each year thereafter. The maximum residential assessment for Tier 1 is $102.09, Tier 2, $157.06, and Tier 3, $273.29, with a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
The estimated gross Stormwater Assessment Revenue for Fiscal Year 2027 is $2.4 million, Budgeted at 95% total: $2.36 million.

PREVIOUS ACTION:

- Feb. 13, 2019: Public hearing held on intent to use the Uniform Method (F.S.

197.3632)
- May 14, 2019: Stormwater Utility Workshop
- July 10, 2019: Final reading of Ordinance 10-2019
- Aug. 2019–2024: Annual assessment resolutions adopted (FY 2020–FY 2025)
- July 15, 2025: Budget Workshop Stantec presented a zero % increase to the existing rates
- August 12, 2025: Council Approved the Preliminary Assessment Resolution

RECOMMENDED MOTION:

Approve the Final Assessment Resolution No. 2026-065 for Fiscal Year 2027, Stormwater Utility Services.

FLORIDA DEPARTMENT OF REVENUE

Print Form

DR-408A
N. 02/91

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the City of Cocoa, located in Brevard County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 25th day of August, 2026 (year).

Chairman of the Board or authorized agent

of City of Cocoa
Name of local government

Brevard County, Florida

FY 2026 Stormwater Revenue Sufficiency Analysis Report

Final report presenting the objectives, approach, methodologies, source data, and assumptions, as well as the findings and recommendations of the Study

Stantec

Prepared for:
City of Cocoa, FL

Prepared by:
Stantec Consulting Services Inc.

Date:
August 1, 2026

Project/File:
224802750t

Stantec Consulting Services Inc.

August 1, 2026

Stockton Whitten
City Manager
65 Stone St.
Cocoa, FL 32922

Re: Fiscal Year 2026 Stormwater Revenue Sufficiency Analysis Report

Dear Mr. Whitten,

Stantec Consulting Services Inc. is pleased to present this report of the Fiscal Year 2026 Stormwater Revenue Sufficiency Analysis that Stantec performed for the City of Cocoa, Florida. We appreciate the fine assistance provided by you and the members of City staff who actively participated in and contributed to this study.

If you have any questions or would like to discuss, please do not hesitate to call me at (941) 504-7239 or email me at kelly.westover@stantec.com. Stantec appreciates the opportunity to be of service to the City and looks forward to the possibility of doing so again in the near future.

Sincerely,

Westover, Kelly
2026.08.01
15:54:52 -04'00'

Kelly Westover
Senior Principal
Direct: (941) 504-7239
kelly.westover@stantec.com

Stantec

Disclaimer

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Cocoa and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City of Cocoa, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City of Cocoa or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Cocoa should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

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1 Introduction

Stantec Consulting Services Inc. (Stantec) has conducted a Stormwater Revenue Sufficiency Analysis (Study) for the City of Cocoa's Stormwater Utility Fund (Fund). This report presents the objectives, approach, methodologies, source data, and assumptions, as well as the findings and recommendations of the Study.

1.1 Background

The City of Cocoa (City) manages an extensive Stormwater Utility System (Utility). The Stormwater Management Division of the City is responsible for maintaining the City's drainage ditches, swales, piping, inlets, manholes, and retention and detention ponds. The Utility serves to protect individual and personal property, while reducing the impacts of urban runoff to the natural environment and specifically the ecologically significant Indian River Lagoon.

While the City evaluates the anticipated revenue of its stormwater user fees annually as part of its budget process, this study goes beyond normal budgeting and includes a 10-year revenue sufficiency analysis for the City's Stormwater Utility Fund. On October 1, 2019, the City established a non-ad valorem assessment for the collection of Stormwater Utility fees on the annual tax bill. This analysis reviews the sufficiency of the revenue collected by that assessment.

1.2 Scope of Services

The purpose of this Study was to develop a sustainable financial plan for the Utility that satisfies the projected cost of providing the desired level of service, as well as update the City's Stormwater Assessment Roll with the current year property data.

The scope of services for the Study is outlined below:

Revenue Sufficiency Analysis – Develop a 10-year financial plan for the Utility to ensure that the assessment developed will provide sufficient revenues to cover all the Utility's operations, maintenance, debt service, and capital costs, while maintaining sufficient levels of reserve funds.

Stormwater Assessment Roll Update – Update the City's Master Account File with the stormwater assessment for each account to be billed based on updated property data, including an analysis determining changes in impervious area from the Property Appraiser data.

2 Revenue Sufficiency Analysis

2.1 Description

This section presents the development of annual utility system revenue requirements and the corresponding plan of annual revenue adjustments for the Utility as identified during the Revenue Sufficiency Analysis (RSA) component of the Study. The following sub-sections of the report present a description of the source data, assumptions, and resulting multi-year financial plan, while Appendix A includes detailed supporting schedules for the Financial Management Plan identified herein for the Stormwater Utility.

During the RSA, Stantec reviewed several alternative multi-year financial management plans and corresponding stormwater annual revenue adjustment plans through interactive work sessions with City staff. During these work sessions, the impact of various inputs and assumptions upon key financial indicators summarizing the results of the forecasting model under assumed conditions was examined. Local information and management input was incorporated as the recommended financial management plan was developed for the Utility. The result is a financial plan that considers the City's current and best assumptions and data to satisfy the Utility's revenue requirements over a multi-year projection period, while meeting key financial performance objectives and minimizing annual assessment adjustments to the greatest extent possible.

To initialize the RSA, the City's historical and budgeted financial information regarding the operation of its Stormwater Utility was obtained, as well as information pertaining to the Utility fund's fund balance and future out-year cost requirements. The Stormwater Utility's multi-year capital improvement program (CIP) was also incorporated through working sessions with City staff. A discussion with City staff was held to review other assumptions and policies that would affect the performance of the Stormwater Utility, such as planned developments/property growth, capital funding sources, debt service coverage, reserve fund levels, earnings on invested funds, escalation rates for operating costs, and other considerations.

This information was entered into the financial module of Stantec's proprietary Financial Analysis and Management System (FAMS) interactive modeling system. Utilizing this module of FAMS, Stantec produced a 10-year projection of the sufficiency of the revenue provided by stormwater assessments to meet current and projected financial requirements. Based upon these projections, Stantec then determined the level of revenue adjustments necessary in each year of the projection period to satisfy the Utility's annual financial requirements.

The revenue sufficiency and financial planning module of FAMS utilizes all projected available funds in each year of the projection period (after payment of operations and maintenance expenses, debt service and renewal and replacement) to pay for capital projects. The model incorporates the rules of cash application as defined and applied by City staff and produces a detailed summary of the funding sources to be used for each project in the CIP. To the extent that current revenues and unrestricted reserves are not adequate to fund all capital projects in any year of the projection period, the model identifies a borrowing requirement to fund those projects or portions thereof that are determined to be eligible for borrowing. The FAMS model is used to develop a borrowing program that includes the required borrowing

amount by year and the affiliated annual debt service requirements for each year in the projection period. However, the analysis reflected herein does not include any debt funded assets or debt service requirements.

2.2 Source Data

The following sections detail the various source data and assumptions supporting the Utility revenue requirements identified during the Study.

2.2.1 Beginning Fund Balance

The City's FY 2025 Annual Comprehensive Financial Report (ACFR), supporting trial balance schedules, and associated details of fund balances, as provided by City staff, were used to establish the beginning FY 2026 (October 1, 2025) balances for the revenue fund (operating fund) of the Utility. The detailed end of FY 2025 fund balances (as of September 30, 2025) that serve as the FY 2026 beginning fund balances are presented on Schedule 2 of Appendix A.

2.2.2 Revenues

The revenues utilized in the RSA reflect an evaluation of historical results, the FY 2026 Adjusted Budget, and the FY 2027 Proposed Budget. Budgeted revenues for the Utility consist of stormwater assessment revenues, miscellaneous revenues, and interest income. FY 2026 projected stormwater assessment revenues are based upon the FY 2026 Adopted Budget. Revenue projections for the remainder of the forecast represent FY 2026 projected revenues, adjusted for assumed property growth and assessment increases. Interest income is calculated annually based upon average fund balances and assumed interest rates. A summary of projected cash inflows is presented on Schedule 3 of Appendix A.

2.2.3 Operating Expenditures

The Utility's operating expenditures include all operating and maintenance (O&M) expenses, including personnel services expenses. The RSA based the operating expenditure projections on the individual expense categories and expense amounts contained in the FY 2026 Adjusted Budget and the FY 2027 Proposed Budget. The cost requirements from the FY 2027 budget were adjusted annually thereafter based upon assumed cost escalation factors that were determined in consultation with City staff. The projected operating expenditures and cash outflows (excluding the cash funding of capital) are presented on Schedule 4 of Appendix A.

2.2.4 Capital Improvement Program

FY 2026 capital expenditures match what is budget in the FY 2026 Adjusted Budget. The RSA utilizes the capital improvement program (CIP) provided by Utility staff for FY 2027 through FY 2031, with assumptions for annual capital spending from FY 2032 through FY 2036. For capital expenditures

beginning in FY 2028, the RSA includes an annual cost inflation factor of 3.0% year over year, based upon recent increases observed in the Engineering News Record - Construction Cost Index, to account for inflation in the future cost of construction. In total, the CIP in future year dollars from FY 2026 through FY 2036 is approximately $12.1 million. The financial management plan presented herein assumes cash funding for the entire CIP. A detailed list of the specific projects and costs by year is included on Schedule 6 of Appendix A.

2.3 Assumptions

2.3.1 Cost Escalation

Annual cost escalation factors for the various types of operating and maintenance expenses were developed based upon discussions with City staff, a review of historical trends, and industry experience, which are applied in each year of the projection period beginning in FY 2028. The table below outlines several of the key expense categories and their respective escalation factor(s). Additional escalation factors assumed for the various categories of expenses can be found on Schedule 5 of Appendix A.

Table 2-1 Commonly Utilized Escalation Factors

Escalation Factor Category	Escalation Factor %
Default Operating	3.00%
Salaries	5.00%
Repair & Maintenance	5.00%
Professional/Contract Services	3.00%
Retirement	5.00%
Medical Insurance	8.00%

2.3.2 Cost Execution

As part of the analysis, Stantec analyzed multiple years of historical budget-to-actual comparisons to evaluate how the Utility executed their budget each year. It was determined that the Utility does not generally execute 100% of its operating budget each year. Based on the analysis of historical results, all O&M and personnel services costs are assumed to be executed at 95% in each year of the projection.

2.3.3 Interest Earnings

The Study reflects annual interest earning rates of 1.00% beginning in FY 2027 and continuing each year thereafter. Projected interest earnings are presented on Schedule 3 of Appendix A.

2.3.4 Property & Impervious Area Forecast

A forecast of assessable stormwater properties (equivalent units) within the City was developed based on historical trends and staff discussions. The forecast includes equivalent unit growth in FY 2027 based on the updated assessment roll which incorporated new properties and development within the City. Beginning in FY 2028 the analysis assumes a conservative growth rate of 0.70% and continuing annually for residential and non-residential equivalent units.

2.3.5 Minimum Reserve Policy

Reserve balances for utilities are funds set aside for a specific cash flow requirement, financial need, project, task, or unforeseen system requirements. These balances are maintained to meet short-term cash flow requirements and minimize the risk associated with meeting the financial obligations and continued operational and capital needs under adverse conditions. The level of reserves maintained by a utility is an important component and consideration in developing a utility system multi-year financial management plan.

Many utilities, rating agencies, and the investment community place a significant emphasis on having sufficient reserves available for potentially adverse economic conditions. The rationale related to the maintenance of adequate reserves is twofold. First, it helps to ensure that a utility will have adequate funds available to meet its financial obligations during unusual periods (i.e., when revenues are unusually low and/or expenditures are unusually high). Second, it provides funds that can be used for emergency repairs or replacements to the system that can occur because of natural disasters or unanticipated system failures.

The financial management plans presented in this report assume that the City will maintain a minimum unrestricted cash reserve balance equal to 4 months of annual operating and maintenance expenses. This level of reserve is consistent with 1) our industry experience for similar systems, and 2) a healthy level of reserves for a municipal utility system per the evaluation criteria published by the municipal utility rating agencies (Fitch, Moody’s, and Standard & Poor’s).

2.3.6 Future Borrowing & Capital Funding

Per direction from the City, no borrowing is projected in the projection period and the 10-year CIP is assumed to be paid for out of the Utility’s revenue fund. A complete schedule of assumed CIP funding can be found on Schedule 9 of Appendix A.

2.3.7 Debt Service Coverage

The Utility currently has no outstanding debt; however, a minimum senior-lien debt service coverage ratio of 1.25 (with a target of 1.50), was utilized in the current Study for any possible projected future debt issuances. The debt service coverage ratio signifies that net income must be at least 1.25 times annual debt service.

The ratio of net income to annual debt service requirement (referred to as a debt service coverage ratio hereafter) described above was developed through discussions with City Staff and represents the minimum requirements of bondholders. As a policy decision, utilities frequently opt to measure revenue sufficiency and set fees based upon a higher debt service coverage ratio to ensure compliance with the rate covenants in the event future projections of revenue and expenses do not occur as predicted (due to unanticipated capital requirements or substantial operating cost increases, natural disasters, etc.). The financial management plan presented herein results in projected total debt service coverage greater than 1.50 in each year of the forecast, which is indicative of the midrange level of municipal utility system performance per the current evaluation criteria published by the municipal utility rating agencies (Fitch, Moody's, and Standard & Poor's).

The projections for the Utility do not reflect any debt funded assets or future debt service requirements.

2.4 Results

Based upon the source data and assumptions presented herein, the Study resulted in the following findings and recommendations relative to the financial sustainability of the Utility:

- The City's current stormwater revenues are insufficient to meet projected operating & capital expenditures of the Utility through the projected forecast period.
- Rate increases at 2.0% starting in FY 2027, increasing to 4% in FY 2028 and each year thereafter is recommended to meet the financial needs of Utility. A 5-year recommended revenue adjustment plan for the Utility is shown in Table 2-2..
- Stantec recommends the City continue to seek supplemental funding such as grants for qualifying capital projects to ensure the Utility maintains sufficient minimum balances.
- The combination of continued rate increases and additional supplemental funding will result in a sustainable financial plan for the Utility.
- It is recommended to perform a revenue sufficiency analysis annually to account for any changes in expected revenues and expenses that may impact the fund.

Table 2-2 Stormwater Assessment Adjustments

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Effective Date	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030
Stormwater Revenue Adjustment Plan	2.0%	4.0%	4.0%	4.0%	4.0%

It is important to note that the projections of future conditions underlying this analysis are not intended to be predictions. Applicable to many utility systems, there are multiple factors beyond the City's control, such as i) weather, ii) regulatory changes, iii) national, regional, and local economic conditions, iv) the rate of growth in developed properties, v) operating and capital cost inflation, and vi) changes in the timing and composition of the Stormwater Utility's capital improvement program, that may have material impacts on the future financial condition of the Utility operations. Further, the projections in this Study rely upon data and guidance provided by the City during the development of the Study, and while the information utilized in this Study is believed to be reliable, detailed independent reviews or auditing of the data were not conducted.

As a result, there will usually be differences between forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. While Stantec has no responsibility to update this report for events and circumstances occurring after the date of this report, future management actions should be based upon and adjusted to reflect future results as they occur. These comments are provided to emphasize the importance of active City management, informed by the actual future results of Utility operations. While the planning effort supported by this Study will serve to guide and inform the City in balancing future revenue and spending decisions, it is only through observation of future results, and the update of this analysis, that the City will be able to determine the actions required to ensure its financial and operational objectives are met over time.

Appendix A includes detailed schedules presenting all components of the financial management plan developed for the Utility.

3 Stormwater Assessment Roll Update

As part of the analysis, Stantec performed an interim update to the assessment roll and updated the Master Account File with the FY 2027 stormwater assessment for each parcel to be billed based on the most current Brevard County Property Appraiser data. The assessment roll analysis consisted of first identifying parcels that were new or had been modified since the last assessment roll was prepared on September 1st, 2025 and adopted in September 2025 by City Council. This was completed by performing a change analysis contrasting the FY 2026 assessment roll to the most current parcel data obtained from the Property Appraiser in June 2026. This resulted in the identification of 52 flagged parcels, which were geospatially analyzed to determine their measured impervious area for the purposes of assessing the non-ad valorem stormwater assessment for FY 2027. This interim update will ensure that the FY 2027 stormwater assessment roll matches the correct billing units to the correct parcel. It is recommended that a full update of the impervious area for each and every parcel be completed every 5 years. Doing so will ensure that the City can account for changes in the intensity of development on each parcel and reflect those changes in the fees assessed for stormwater services.

3.1 Impervious Area Update

Impervious area is defined in the City's Stormwater Resolution 2019-071 and broadly incorporates all features on a parcel that disrupt the natural percolation of water into the ground. Impervious area along with a customer class designation determines the stormwater assessment a parcel receives. To accurately measure the impervious area contained on a parcel, a geospatial analysis was conducted that digitalized the impervious area as shown below in yellow shading in Figure 3-1. This digital impression of the physical impervious area was then used to create the assessment for each of the new 52 parcels that were analyzed as part of the effort. An updated geodatabase will be provided to City staff that includes all parcels within the City, inclusive of the modifications made.

Figure 3-1 Geospatial Analysis



Appendix A Supporting Schedules for the RSA

Schedule 1: Assumptions - Contains the assumptions of the RSA, including developed property growth assumptions

Schedule 2: Beginning Balances - Identifies the end of FY 2025 fund balances that serve as the FY 2026 beginning balances of the analysis

Schedule 3: Projection of Cash Inflows - Presents a list of all projected cash inflows from FY 2026 - FY 2036

Schedule 4: Projection of Cash Outflows - Presents a list of all projected cash outflows from FY 2026 - FY 2036

Schedule 5: Cost Escalation Factors - Presents a list of all cost escalation factors utilized in the projection of cash outflows

Schedule 6: Capital Improvement Program - Provides a detailed listing of the annual capital improvement projects from FY 2026 - FY 2036

Schedule 7: FAMS Control Panel - Contains the FAMS Control Panel that presents a summary of the financial management plan, including annual assessment increases, debt service coverage ratios, total CIP spending levels, property impacts, and fund balances

Schedule 8: Pro Forma - Presents the projected annual net income, debt coverage, and cash flow results

Schedule 9: Capital Project Funding Summary - Shows the projected funding sources for the City's Capital Improvement Program

Schedule 10: Funding Summary by Fund - Presents a fund-level cash flow reconciliation, providing the beginning balance in each year, the amount utilized for project funding or payment of debt service, interest earnings calculations, and the end of year fund balance.

City of Cocoa, Florida - Stormwater Utility

FY 2026 Stormwater Revenue Sufficiency Analysis

Assumptions & Preliminary Results Workbook

COCOA
FLORIDA

Stantec

Assumptions

Schedule 1

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Rate Increase Adoption Date	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030	10/1/2031	10/1/2032	10/1/2033	10/1/2034	10/1/2035
Annual Growth											
Stormwater											
Ending # of ERUs	17,494	17,666	17,790	17,914	18,039	18,166	18,293	18,421	18,550	18,680	18,811
ERU Growth	159	171	124	125	125	126	127	128	129	130	131
% Change in ERUs	*0.92%*	*0.98%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*
Capital Spending											
Annual Capital Budget (Future Year Dollars)	$ 592,925	$ 1,215,330	$ 1,142,270	$ 2,210,916	$ 419,607	$ 994,950	$ 1,043,347	$ 1,074,647	$ 1,106,886	$ 1,140,093	$ 1,174,296
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Average Annual Interest Earnings Rate											
On Fund Balances	2.05%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Operating Budget Reserve											
Target (Number of Months of Reserve)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Operating Budget Execution Percentage											
Personal Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Cost of General Fund Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operations and Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%

FY 2026 Beginning Balances as of 10/1/2025 — Schedule 2

	Revenue Fund
Current Unrestricted Assets [1]	
Cash and Cash Equivalents	$ 2,533,084
Restricted Cash and Cash Equivalents	3,989
Investments	680,033
Accounts Receivable, net	7,506
Due from Other Governments	70
Total Assets	**$ 3,224,682**
Current Liabilities	
Accounts and Claims Payable	$ (165,124)
Accrued Payroll and Related Liabilities	(28,219)
Compensated Absences	(21,597)
Calculated Fund Balance (Assets - Liabilities)	**$ 3,009,742**
Plus/(Less): Encumbrances	-
Net Unrestricted Fund Balance	**$ 3,009,742**
Available Fund Balance	**$ 3,009,742**

Fund Summary

Revenue Fund	$	3,009,742
Total Available Funds	**$**	**3,009,742**

[1] Beginning Balances per Statement of Net Position as of September 30, 2025.

Projection of Cash Inflows — Schedule 3

		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
1	**Rate Revenue Growth Assumptions**											
2	% Change in Revenue	N/A	0.98%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%
3	**Assumed Rate Revenue Increases**	N/A	2.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
4	**Stormwater Rate Revenue**											
5	Charges for Public Svcs	$ 2,281,415	$ 2,349,850	$ 2,460,951	$ 2,577,305	$ 2,699,160	$ 2,826,776	$ 2,960,426	$ 3,100,395	$ 3,246,981	$ 3,400,499	$ 3,561,274
6	**Total Stormwater Rate Revenue**	**$ 2,281,415**	**$ 2,349,850**	**$ 2,460,951**	**$ 2,577,305**	**$ 2,699,160**	**$ 2,826,776**	**$ 2,960,426**	**$ 3,100,395**	**$ 3,246,981**	**$ 3,400,499**	**$ 3,561,274**
7	**Other Operating Revenue**											
8	Delinquent Tax	$ 59	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	Penalties	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
10	Tax Certificates	110,000	109,441	114,615	120,034	125,710	131,653	137,878	144,397	151,224	158,374	165,861
11	Stormwater Fees	2	-	-	-	-	-	-	-	-	-	-
12	**Total Other Operating Revenue**	**$ 120,061**	**$ 119,441**	**$ 124,615**	**$ 130,034**	**$ 135,710**	**$ 141,653**	**$ 147,878**	**$ 154,397**	**$ 161,224**	**$ 168,374**	**$ 175,861**
13	**Non-Operating Income**											
14	Other Misc Revenues	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400
15	**Total Non-Operating Income**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**	**$ 400**
16	**Interest Income**											
17	Unrestricted Interest Income	$ 64,759	$ 30,757	$ 26,676	$ 17,931	$ 13,126	$ 14,795	$ 13,775	$ 12,791	$ 11,943	$ 11,240	$ 10,692
18	**Total Interest Income**	**$ 64,759**	**$ 30,757**	**$ 26,676**	**$ 17,931**	**$ 13,126**	**$ 14,795**	**$ 13,775**	**$ 12,791**	**$ 11,943**	**$ 11,240**	**$ 10,692**
19	**Total Cash Inflows** [1]	**$ 2,466,634**	**$ 2,500,448**	**$ 2,612,642**	**$ 2,725,670**	**$ 2,848,395**	**$ 2,983,624**	**$ 3,122,479**	**$ 3,267,983**	**$ 3,420,548**	**$ 3,580,512**	**$ 3,748,228**

[1] FY 26 and FY 27 revenues per the FY 2026 Budget and FY 2027 Proposed Budget respectively. All future projections based on FY 2027 Proposed Budget and identified escalation factors.

Projection of Cash Outflows **Schedule 4**

		Account Number	Expense Line Item	Escalation Factor	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
			Personnel Services												
1	PS	423-3570-538.11-00	Executive Salaries	Salaries	$ -	$ 76,738	$ 80,575	$ 84,604	$ 88,834	$ 93,276	$ 97,939	$ 102,836	$ 107,978	$ 113,377	$ 119,046
2	PS	423-3570-538.12-00	Regular Salaries & Wages	Salaries	320,115	166,720	175,056	183,809	192,999	202,649	212,782	223,421	234,592	246,321	258,637
3	PS	423-3570-538.13-00	Other Salaries & Wages	Salaries	93,540	174,687	183,421	192,592	202,222	212,333	222,950	234,097	245,802	258,092	270,997
4	PS	423-3570-538.14-00	Overtime	Special Pay/Overtime	8,714	5,182	5,247	5,312	5,379	5,446	5,514	5,583	5,653	5,723	5,795
5	PS	423-3570-538.20-00	Clothing/Shoe Allowance	Salaries	1,450	700	735	772	810	851	893	938	985	1,034	1,086
6	PS	423-3570-538.21-00	FICA Taxes	Salaries	31,491	31,734	33,321	34,987	36,736	38,573	40,502	42,527	44,653	46,886	49,230
7	PS	423-3570-538.22-00	Retirement Contributions	Retirement	56,381	79,676	83,660	87,843	92,235	96,847	101,689	106,773	112,112	117,718	123,604
8	PS	423-3570-538.23-00	Life/Health Insurance	Other Health Insurance	752	1,030	1,112	1,201	1,298	1,401	1,513	1,634	1,765	1,906	2,059
9	PS	423-3570-538.23-04	Medical/Rx Self Insured	Medical Insurance	74,643	124,047	133,971	144,688	156,263	168,765	182,266	196,847	212,595	229,602	247,971
10	PS	423-3570-538.23-07	Dental Insurance	Medical Insurance	2,998	3,268	3,529	3,812	4,117	4,446	4,802	5,186	5,601	6,049	6,533
11	PS	423-3570-538.23-08	Vision Insurance	Medical Insurance	519	597	645	696	752	812	877	947	1,023	1,105	1,193
12	PS	423-3570-538.23-09	Long Term Disability	Medical Insurance	891	1,063	1,148	1,240	1,339	1,446	1,562	1,687	1,822	1,968	2,125
13	PS	423-3570-538.24-00	Worker's Compensation	Worker's Comp	46,299	46,764	49,102	51,557	54,135	56,842	59,684	62,668	65,802	69,092	72,546
14	PS	423-3570-538.27-00	Cafeteria Plan	Salaries	3,600	4,800	5,040	5,292	5,557	5,834	6,126	6,432	6,754	7,092	7,446
			Operating Expenses												
15	OMF	423-3570-538.31-00	Professional Services	Professional/Contract Services	$ 189,201	$ 188,600	$ 194,258	$ 200,086	$ 206,088	$ 212,271	$ 218,639	$ 225,198	$ 231,954	$ 238,913	$ 246,080
16	OMF	423-3570-538.31-01	Professional Services	Professional/Contract Services	500	500	515	530	546	563	580	597	615	633	652
17	OMF	423-3570-538.34-00	Contract Services	Professional/Contract Services	272,405	348,220	358,667	369,427	380,509	391,925	403,682	415,793	428,267	441,115	454,348
18	OMF	423-3570-538.40-00	Travel & Per Diem	Default Operating	3,000	3,250	3,348	3,448	3,551	3,658	3,768	3,881	3,997	4,117	4,241
19	OMF	423-3570-538.41-00	Communication	Default Operating	2,076	2,076	2,138	2,202	2,269	2,337	2,407	2,479	2,553	2,630	2,709
20	OMF	423-3570-538.42-00	Postage & Freight	Default Operating	500	500	515	530	546	563	580	597	615	633	652
21	OMF	423-3570-538.43-00	Electric/Water/Sewer	EIA Electricity	18,397	20,500	21,115	21,748	22,401	23,073	23,765	24,478	25,212	25,969	26,748
22	OMF	423-3570-538.44-00	Rentals And Leases	Default Operating	3,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690	3,800	3,914
23	OMF	423-3570-538.45-00	Insurance	Insurance	17,058	16,095	17,383	18,773	20,275	21,897	23,649	25,541	27,584	29,791	32,174
24	OMF	423-3570-538.46-00	Repairs & Maintenance	Repair & Maintenance	102,894	96,500	101,325	106,391	111,711	117,296	123,161	129,319	135,785	142,574	149,703
24	OMF	423-3570-538.46-01	Small Tools	Repair & Maintenance	-	3,000	3,150	3,308	3,473	3,647	3,829	4,020	4,221	4,432	4,654
25	OMF	423-3570-538.46-03	Repairs & Maintenance	Repair & Maintenance	47,907	46,100	48,405	50,825	53,367	56,035	58,837	61,778	64,867	68,111	71,516
26	OMF	423-3570-538.47-00	Printing & Binding	Default Operating	500	500	515	530	546	563	580	597	615	633	652
27	OMF	423-3570-538.49-00	Other Charges & Oblig.	Default Operating	360	360	371	382	393	405	417	430	443	456	470
28	OMF	423-3570-538.51-00	Office Supplies	Default Operating	500	500	515	530	546	563	580	597	615	633	652
29	OMF	423-3570-538.52-00	Operating Supplies	Default Operating	13,330	14,330	14,760	15,203	15,659	16,129	16,612	17,111	17,624	18,153	18,697
30	OMF	423-3570-538.52-30	Operating Supplies	EIA Fuels	25,816	40,655	41,915	43,215	44,554	45,936	47,360	48,828	50,341	51,902	53,511
31	OMF	423-3570-538.54-00	Membership/Publications	Default Operating	750	750	773	796	820	844	869	896	922	950	979
32	OMF	423-3570-538.55-00	Training	Default Operating	6,840	6,840	7,045	7,257	7,474	7,698	7,929	8,167	8,412	8,665	8,925
33	OMF	423-3570-538.56-15	It-Related Operating Exp	Default Operating	4,927	4,527	4,663	4,803	4,947	5,095	5,248	5,405	5,568	5,735	5,907
34	GFS	423-3570-538.34-10	Cost of General Fund Services	Cost of General Fund Services	293,414	308,085	323,489	339,663	356,646	374,478	393,202	412,862	433,505	455,180	477,939
		Total Expenses by Category	**Total Expenses by Category**												
35	PS	Personal Services	Personal Services		$ 641,393	$ 717,006	$ 756,562	$ 798,406	$ 842,676	$ 889,521	$ 939,099	$ 991,578	$ 1,047,136	$ 1,105,965	$ 1,168,268
36	GFS	Cost of General Fund Services	Cost of General Fund Services		293,414	308,085	323,489	339,663	356,646	374,478	393,202	412,862	433,505	455,180	477,939
37	OMF	Operations & Maintenance	Operations & Maintenance		709,961	796,803	824,464	853,167	882,954	913,872	945,969	979,294	1,013,901	1,049,845	1,087,185
38		**Total Expenses**	**Total Expenses**		**$ 1,644,768**	**$ 1,821,894**	**$ 1,904,516**	**$ 1,991,236**	**$ 2,082,276**	**$ 2,177,871**	**$ 2,278,270**	**$ 2,383,734**	**$ 2,494,543**	**$ 2,610,991**	**$ 2,733,391**
		Expense Execution Factors	**Expense Execution Factors**												
39		Personal Services	Personal Services		95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
40		Cost of General Fund Services	Cost of General Fund Services		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
41		Operations & Maintenance	Operations & Maintenance		95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
		Total Expenses at Execution	**Total Expenses at Execution**												
42		Personal Services	Personal Services		$ 609,323	$ 681,156	$ 718,734	$ 758,485	$ 800,542	$ 845,045	$ 892,144	$ 941,999	$ 994,779	$ 1,050,667	$ 1,109,854
43		Cost of General Fund Services	Cost of General Fund Services		293,414	308,085	323,489	339,663	356,646	374,478	393,202	412,862	433,505	455,180	477,939
44		Operations & Maintenance	Operations & Maintenance		674,463	756,963	783,241	810,509	838,807	868,179	898,670	930,330	963,206	997,353	1,032,825
45		**Total Expenses at Execution**	**Total Expenses at Execution**		**$ 1,577,201**	**$ 1,746,204**	**$ 1,825,464**	**$ 1,908,657**	**$ 1,995,995**	**$ 2,087,702**	**$ 2,184,016**	**$ 2,285,190**	**$ 2,391,491**	**$ 2,503,200**	**$ 2,620,619**
46		**Total Cash Outflows** [1]	**Total Cash Outflows** [1]		**$ 1,577,201**	**$ 1,746,204**	**$ 1,825,464**	**$ 1,908,657**	**$ 1,995,995**	**$ 2,087,702**	**$ 2,184,016**	**$ 2,285,190**	**$ 2,391,491**	**$ 2,503,200**	**$ 2,620,619**

[1] FY 26 and FY 27 operating exp [1] FY 26 and FY 27 operating expenses per the FY 2026 Budget and FY 2027 Proposed Budget respectively. All future projections based on FY 2027 Proposed Budget and identified escalation factors.

Cost Escalation Factors

Schedule 5

Escalation Factor	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Personnel Services									
Regular Salaries & Wages	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Other Salaries & Wages	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Overtime	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
Clothing/Shoe Allowance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
FICA Taxes	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Retirement Contributions	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Life/Health Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Medical/Rx Self Insured	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Dental Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Vision Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Long Term Disability	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Worker's Compensation	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Cafeteria Plan	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Operating Expenses									
Professional Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Travel & Per Diem	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Communication	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%
Postage & Freight	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Electric/Water/Sewer	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Rentals And Leases	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Repairs & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Printing & Binding	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Other Charges & Oblig.	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Office Supplies	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Operating Supplies	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%
Membership/Publications	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Training	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
It-Related Operating Exp	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Cost of General Fund Services	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%

Capital Improvement Program

Schedule 6

	Project Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
1	Baffle Box Design	$ -	$ 74,000	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Storm Water Master Plan Update	-	200,000	-	-	-	-	-	-	-	-	-
3	Culvert / Pipe Repair	-	74,000	74,000	74,000	74,000	74,000	-	-	-	-	-
4	Range Road - Drainage Ditch Piping	-	-	-	-	150,000	650,000	-	-	-	-	-
5	Riverfront Park - Drain Field Improvements	-	-	-	1,250,000	-	-	-	-	-	-	-
6	London Blvd Drainage Ditch Piping	-	475,000	-	-	-	-	-	-	-	-	-
7	Indian River Drive Baffle Box	-	-	125,000	350,000	-	-	-	-	-	-	-
8	Annual Pipe Repair	-	160,000	160,000	160,000	160,000	160,000	-	-	-	-	-
9	Replace Mini Dump Vehicle #165 (2016)	-	-	-	95,000	-	-	-	-	-	-	-
10	Replace Vehicle #145 (2013)	-	85,000	-	-	-	-	-	-	-	-	-
11	Replace John Deere pull behind tractor	-	-	200,000	-	-	-	-	-	-	-	-
12	Replace John Deere Interstater Tractor	-	-	200,000	-	-	-	-	-	-	-	-
13	Replace Flat-bed Dump Vehicle #152 (2003)	-	147,330	-	-	-	-	-	-	-	-	-
14	Mini Excavator	-	-	150,000	-	-	-	-	-	-	-	-
15	2013 Case 590 Backhoe Replacement	-	-	-	155,000	-	-	-	-	-	-	-
16	Infrastructure	185,485										
17	Machinery & Equipment	407,440										
18	Unspecified Future Projects	-	-	-	-	-	-	900,000	900,000	900,000	900,000	900,000
19	**Total CIP (in Current Dollars)**	**$ 592,925**	**$ 1,215,330**	**$ 1,109,000**	**$ 2,084,000**	**$ 384,000**	**$ 884,000**	**$ 900,000**	**$ 900,000**	**$ 900,000**	**$ 900,000**	**$ 900,000**
20	Cumulative Projected Cost Escalation[1]	0.0%	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%
21	**Total CIP (in Future Dollars)**	**$ 592,925**	**$ 1,215,330**	**$ 1,142,270**	**$ 2,210,916**	**$ 419,607**	**$ 994,950**	**$ 1,043,347**	**$ 1,074,647**	**$ 1,106,886**	**$ 1,140,093**	**$ 1,174,296**
22	Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
23	**Final CIP Funding Level**	**$ 592,925**	**$ 1,215,330**	**$ 1,142,270**	**$ 2,210,916**	**$ 419,607**	**$ 994,950**	**$ 1,043,347**	**$ 1,074,647**	**$ 1,106,886**	**$ 1,140,093**	**$ 1,174,296**

[1] CIP Escalation factors in FY 28 and beyond are consistent with the Engineering News Record Construction Cost Index.

FAMS - Control Panel **Schedule 7**

FAMS Financial Analysis & Management System | By Stantec

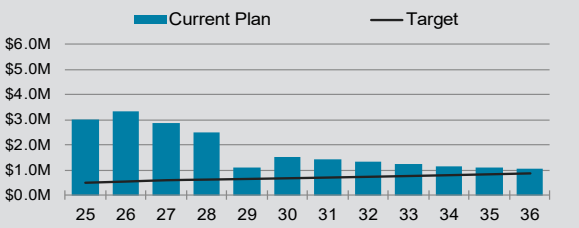
City of Cocoa, FL — Stormwater Fund

Stantec

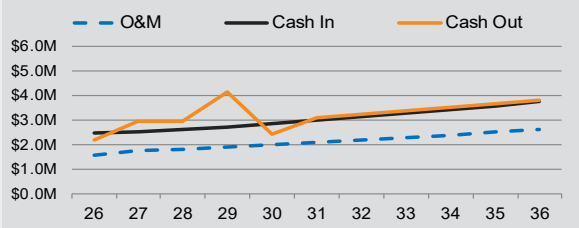
CALC | SAVE | CTRL | LAST | OVR

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2031	FY 2036
Revenue Adjustment Plan	0.00%	2.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	19.33%	45.18%
Tier 1 SFR Assessment	$ 90.87	$ 92.69	$ 96.39	$ 100.25	$ 104.26	$ 108.43	$ 112.77	$ 117.28	$ 121.97	$ 126.85	$ 131.92		
Tier 2 SFR Assessment	$ 139.78	$ 142.58	$ 148.28	$ 154.21	$ 160.38	$ 166.79	$ 173.47	$ 180.40	$ 187.62	$ 195.12	$ 202.93		
Tier 3 SFR Assessment	$ 243.23	$ 248.09	$ 258.02	$ 268.34	$ 279.07	$ 290.24	$ 301.85	$ 313.92	$ 326.48	$ 339.53	$ 353.12		
Annual $ Change (Tier 2)		*$2.80*	*$5.70*	*$5.93*	*$6.17*	*$6.42*	*$6.67*	*$6.94*	*$7.22*	*$7.50*	*$7.80*		

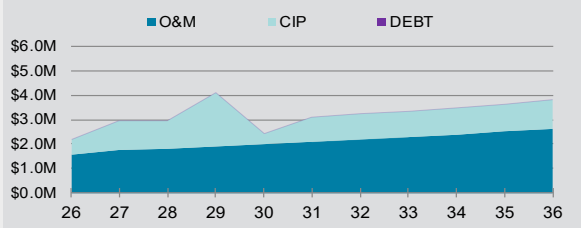
Operating Fund



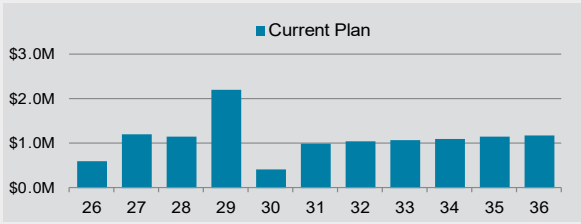
Revenues vs. Expenses



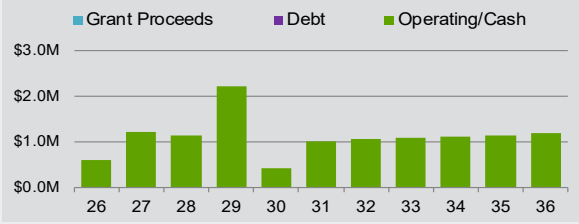
Expenses by Type



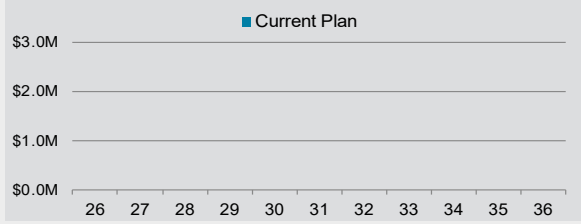
CIP Spending



CIP Funding



Borrowing



Pro Forma

Schedule 8

		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
1	**Operating Revenue**											
2	Stormwater Rate Revenue	$ 2,281,417	$ 2,281,417	$ 2,349,850	$ 2,460,951	$ 2,577,305	$ 2,699,160	$ 2,826,776	$ 2,960,426	$ 3,100,395	$ 3,246,981	$ 3,400,499
3	Change in Revenue From Growth	-	22,358	16,449	17,227	18,041	18,894	19,787	20,723	21,703	22,729	23,803
4	Subtotal	$ 2,281,417	$ 2,303,775	$ 2,366,299	$ 2,478,178	$ 2,595,346	$ 2,718,054	$ 2,846,563	$ 2,981,149	$ 3,122,098	$ 3,269,710	$ 3,424,302
5	*Weighted Average Rate Increase*	*0.00%*	*2.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*
6	Additional Rate Revenue From Rate Increase	-	46,075	94,652	99,127	103,814	108,722	113,863	119,246	124,884	130,788	136,972
7	Total Rate Revenue	$ 2,281,417	$ 2,349,850	$ 2,460,951	$ 2,577,305	$ 2,699,160	$ 2,826,776	$ 2,960,426	$ 3,100,395	$ 3,246,981	$ 3,400,499	$ 3,561,274
8	Plus: Tax Certificate Revenue	120,059	119,441	124,615	130,034	135,710	141,653	147,878	154,397	161,224	168,374	175,861
9	**Equals: Total Operating Revenue**	**$ 2,401,476**	**$ 2,469,291**	**$ 2,585,566**	**$ 2,707,339**	**$ 2,834,869**	**$ 2,968,429**	**$ 3,108,304**	**$ 3,254,791**	**$ 3,408,205**	**$ 3,568,872**	**$ 3,737,136**
10	**Less: Operating Expenses**											
11	Personal Services	$ (609,323)	$ (681,156)	$ (718,734)	$ (758,485)	$ (800,542)	$ (845,045)	$ (892,144)	$ (941,999)	$ (994,779)	$ (1,050,667)	$ (1,109,854)
12	Cost of General Fund Services	(293,414)	(308,085)	(323,489)	(339,663)	(356,646)	(374,478)	(393,202)	(412,862)	(433,505)	(455,180)	(477,939)
13	Operations & Maintenance Costs	(674,463)	(756,963)	(783,241)	(810,509)	(838,807)	(868,179)	(898,670)	(930,330)	(963,206)	(997,353)	(1,032,825)
14	**Equals: Net Operating Income**	**$ 824,275**	**$ 723,087**	**$ 760,102**	**$ 798,682**	**$ 838,874**	**$ 880,727**	**$ 924,287**	**$ 969,601**	**$ 1,016,714**	**$ 1,065,672**	**$ 1,116,517**
15	**Plus: Non-Operating Income/(Expense)**											
16	Interest Income	$ 64,759	$ 30,757	$ 26,676	$ 17,931	$ 13,126	$ 14,795	$ 13,775	$ 12,791	$ 11,943	$ 11,240	$ 10,692
17	Non-Operating Revenue	400	400	400	400	400	400	400	400	400	400	400
18	Transfers In	-	-	-	-	-	-	-	-	-	-	-
19	**Equals: Net Income**	**$ 889,434**	**$ 754,245**	**$ 787,178**	**$ 817,013**	**$ 852,400**	**$ 895,922**	**$ 938,462**	**$ 982,792**	**$ 1,029,057**	**$ 1,077,312**	**$ 1,127,609**
20	**Unrestricted Reserve Fund Test**											
21	Balance At Beginning Of Fiscal Year	$ 3,009,742	$ 3,306,251	$ 2,845,165	$ 2,490,074	$ 1,096,171	$ 1,528,964	$ 1,429,936	$ 1,325,052	$ 1,233,197	$ 1,155,368	$ 1,092,586
22	Cash Flow Surplus/(Deficit)	889,434	754,245	787,178	817,013	852,400	895,922	938,462	982,792	1,029,057	1,077,312	1,127,609
23	Projects Designated To Be Paid With Cash	(592,925)	(1,215,330)	(1,142,270)	(2,210,916)	(419,607)	(994,950)	(1,043,347)	(1,074,647)	(1,106,886)	(1,140,093)	(1,174,296)
24	**Balance At End Of Fiscal Year**	**$ 3,306,251**	**$ 2,845,165**	**$ 2,490,074**	**$ 1,096,171**	**$ 1,528,964**	**$ 1,429,936**	**$ 1,325,052**	**$ 1,233,197**	**$ 1,155,368**	**$ 1,092,586**	**$ 1,045,900**
25	Minimum Working Capital Reserve Target	525,734	582,068	608,488	636,219	665,332	695,901	728,005	761,730	797,164	834,400	873,540
26	**Excess/(Deficiency) Of Working Capital To Target**	**$ 2,780,517**	**$ 2,263,098**	**$ 1,881,585**	**$ 459,952**	**$ 863,633**	**$ 734,036**	**$ 597,046**	**$ 471,467**	**$ 358,204**	**$ 258,186**	**$ 172,360**

Capital Project Funding Summary

Schedule 9

Final Capital Projects Funding Sources	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Revenue Fund	$ 592,925	$ 1,215,330	$ 1,142,270	$ 2,210,916	$ 419,607	$ 994,950	$ 1,043,347	$ 1,074,647	$ 1,106,886	$ 1,140,093	$ 1,174,296
Total Projects Paid	**$ 592,925**	**$ 1,215,330**	**$ 1,142,270**	**$ 2,210,916**	**$ 419,607**	**$ 994,950**	**$ 1,043,347**	**$ 1,074,647**	**$ 1,106,886**	**$ 1,140,093**	**$ 1,174,296**

Funding Summary by Fund

Schedule 10

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Revenue Fund											
Balance At Beginning Of Fiscal Year	$ 3,009,742	$ 3,306,251	$ 2,845,165	$ 2,490,074	$ 1,096,171	$ 1,528,964	$ 1,429,936	$ 1,325,052	$ 1,233,197	$ 1,155,368	$ 1,092,586
Net Cash Flow	889,434	754,245	787,178	817,013	852,400	895,922	938,462	982,792	1,029,057	1,077,312	1,127,609
Less: Cash-Funded Capital Projects	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 3,899,176	$ 4,060,495	$ 3,632,344	$ 3,307,087	$ 1,948,571	$ 2,424,886	$ 2,368,398	$ 2,307,844	$ 2,262,254	$ 2,232,679	$ 2,220,196
Less: Restricted Funds	(525,734)	(582,068)	(608,488)	(636,219)	(665,332)	(695,901)	(728,005)	(761,730)	(797,164)	(834,400)	(873,540)
Total Amount Available For Projects	$ 3,373,442	$ 3,478,428	$ 3,023,855	$ 2,670,868	$ 1,283,240	$ 1,728,985	$ 1,640,393	$ 1,546,114	$ 1,465,090	$ 1,398,279	$ 1,346,656
Amount Paid For Projects	(592,925)	(1,215,330)	(1,142,270)	(2,210,916)	(419,607)	(994,950)	(1,043,347)	(1,074,647)	(1,106,886)	(1,140,093)	(1,174,296)
Subtotal	$ 2,780,517	$ 2,263,098	$ 1,881,585	$ 459,952	$ 863,633	$ 734,036	$ 597,046	$ 471,467	$ 358,204	$ 258,186	$ 172,360
Add Back: Restricted Funds	525,734	582,068	608,488	636,219	665,332	695,901	728,005	761,730	797,164	834,400	873,540
Plus: Interest Earnings	64,759	30,757	26,676	17,931	13,126	14,795	13,775	12,791	11,943	11,240	10,692
Less: Interest Allocated To Cash Flow	(64,759)	(30,757)	(26,676)	(17,931)	(13,126)	(14,795)	(13,775)	(12,791)	(11,943)	(11,240)	(10,692)
Balance At End Of Fiscal Year	**$ 3,306,251**	**$ 2,845,165**	**$ 2,490,074**	**$ 1,096,171**	**$ 1,528,964**	**$ 1,429,936**	**$ 1,325,052**	**$ 1,233,197**	**$ 1,155,368**	**$ 1,092,586**	**$ 1,045,900**

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CITY OF COCOA, FLORIDA

STORMWATER ASSESSMENT
FINAL ASSESSMENT RESOLUTION

RESOLUTION NO. 2026-065

ADOPTED August 25, 2026

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RESOLUTION No. 2026-065

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO STORMWATER SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE ADOPTION OF THE FINAL ASSESSMENT RATE AND FINAL ASSESSMENT ROLL RELATING TO THE DELIVERY AND FUNDING OF STORMWATER SERVICES AND FACILITIES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 10-2019 WITHIN THE ENTIRE AREA OF THE CITY TO FUND STORMWATER SERVICES AND FACILITIES; ESTABLISHING STORMWATER ASSESSMENT RATES FOR CITY FISCAL YEAR 2026/2027; ESTIMATING THE STORMWATER COSTS TO BE RECOVERED THROUGH SUCH ASSESSMENTS; RESTATING THE MAXIMUM ASSESSMENT RATE AND METHOD OF APPORTIONING THE BENEFITS AND COSTS OF STORMWATER SERVICES AND FACILITIES AMONG AFFECTED REAL PROPERTY PREVIOUSLY ADOPTED BY THE CITY COUNCIL BY RESOLUTION 2019-071; AND PROVIDING AN EFFECTIVE DATE.

.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 10-2019, Sections 166.021, 166.041, 197.3632, and 403.0893, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Final Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the stormwater services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa Stormwater Rate Study – Final Report prepared by Stantec Consulting Services, Inc., dated August 26, 2019, as updated by Stantec Consulting Services, Inc. on August 20, 2020, August 10, 2021, August 9, 2022, August 22, 2023, August 23, 2024, July 24, 2025, and as updated by Stantec Consulting Services, Inc. on August 1, 2026.

"Assessment Ordinance" means City Ordinance No. 10-2019, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Stormwater Assessments or such

person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. CONFIRMATION OF PRELIMINARY ASSESSMENT RESOLUTION; FINDINGS. The Preliminary Assessment Resolution No 2026-062 is hereby ratified and confirmed. In addition and supplemental to the findings adopted by the City Council in Ordinance No. 10-2019, it is hereby ascertained, determined and declared as follows:

(A) Inadequate management of runoff from development in a watershed increases stormwater peak flows, volumes, and velocities, erodes and/or silts stream channels, pollutes water, overloads existing drainage facilities, undermines floodplain management in downstream communities, reduces groundwater recharge, and threatens public health and safety. More specifically, stormwater runoff can convey pollutants into and cause higher velocities in receiving waters such as the Indian River Lagoon. The potential impacts of these pollutants and higher velocities include: (1) Changing natural ecosystems through sediment and pollutant deposits which affect the quantity and quality of flowing water, destruction of habitats, and loss of plant and animal life; (2) Posing significant health risks through increased bacteria; (3) Accelerating eutrophication of receiving waters by introducing excessive nutrient loads; (4) Increasing metal deposits creating toxicity for aquatic life; (5) Reducing oxygen levels because of oil, grease and organic matter; and (6) Affecting animal and plant life, adversely, due to changing temperatures of receiving waters.

(B) Uncontrolled stormwater runoff can increase the incidence of flooding and of floods that occur, endangering roads, aboveground and underground utility infrastructure, and other public and private property and human life.

(C) Altered land surfaces can change the rate and volume of runoff. These changes may result in the following: (1) increased urban runoff and pollutants to the natural environment; (2) increased flooding of private property; (3) degradation of safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) decreased use and enjoyment of property; and (5) decreased property and rental value, marketability, and integrity of property.

(D) Every parcel of real property, both public and private, either uses or benefits from the maintenance of the City's stormwater system; and receives a special benefit from the City's stormwater system including the following: (1) reduced urban runoff and pollutants to the natural environment; (2) reduced flooding of private property; (3) improved safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) enhanced use and enjoyment of property; and (5) enhanced property and rental value, marketability, and integrity of property.

(E) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit received from the

City's stormwater services, facilities and programs by all developed parcels with impervious surface, and has considered the applicable court decisions including Sarasota County v. Sarasota Church of Christ, Inc., 667 So. 2d 180 (Fla. 1995) (upholding stormwater special assessment on developed real property with impervious surfaces to fund stormwater utility services); State v. Sarasota County, 693 So. 2d 546 (Fla. 1997)(upholding stormwater special assessment on all developed property, with or without impervious surface); and Boca Raton v. State, 595 So. 2d 25 (Fla. 1992)(local governments are afforded deference in fairly apportioning costs under a special assessment as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts).

(F) The conversion of natural land to developed land with impervious area results in increased stormwater runoff and numerous engineering and hydrologic studies have demonstrated that impervious area is the single most important factor contributing to the quantity and quality of stormwater runoff from a property. Thus, the use of impervious area has been demonstrated to be a simple, easy to understand approach that is a highly defensible basis to fairly and equitably apportion the costs of a municipal stormwater system to benefitting parcels for the stormwater assessment.

(G) The City expends substantial and measurable resources each year in providing stormwater services, facilities and programs to the public within the jurisdictional limits of the City.

(H) The City must generate and receive sufficient stormwater revenues to meet projected operating and capital expenditures of the City's stormwater utility, and the City Council has determined based on the recommendations contained in the Assessment Study, that the City should use a non- ad valorem assessment process as the primary method of funding the City's stormwater utility system.

(I) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a portion of an essential service or improvement, such as stormwater services, facilities or programs, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(J) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Stormwater Assessments at a rate less than necessary to fund all or any specific portion of the Stormwater Assessed Costs. Costs incurred in providing stormwater services, facilities and programs not otherwise funded through Stormwater Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or

class of properties, and the City may adjust and appropriate any budget allocation or expense otherwise funded by a special assessment, or in any combination thereof, and maintain the validity of the apportionment. The flexibility described above is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Stormwater Assessment exceed the maximum assessment rate previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(K) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the distinct tiers or classes of apportionment allocation described herein. The tiers and classes, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(L) The apportionment among Tax Parcels of a portion of the City's annual budget for stormwater services, facilities and programs necessary for providing the stormwater protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(M) The benefits derived from the stormwater services, facilities and programs as to each Tax Parcel subject to the Stormwater Assessments equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(N) The City Council hereby finds and determines that the Stormwater Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding stormwater services, facilities and programs by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED STORMWATER ASSESSED COST.

(A) The estimated Stormwater Assessed Cost to be recovered through Stormwater Assessments for the Fiscal Year commencing October 1, 2026, is approximately $2.36 million. The Stormwater Assessed Cost will be funded through the imposition of Stormwater Assessments, as provided herein.

(B) The City Manager shall utilize the assessment rates associated with the single family residential Tier 1, Tier 2 and Tier 3, and non-single family residential Stormwater Assessments as described in this Final Assessment Resolution in the preparation of the Final Assessment Roll as provided in Section 2.02 of this Final Assessment Resolution.

SECTION 2.02. ASSESSMENT ROLL. The Preliminary Assessment Roll, which was approved by Resolution No. 2026-062 and which is currently on file with the City Clerk and incorporated herein by this reference, is hereby approved, as may have been expressly directed by the City Council to be modified during the hearing at which this Resolution was adopted by the City Council. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Stormwater Assessments hereunder.

ARTICLE III

ASSESSMENTS

SECTION 3.01. STORMWATER ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Stormwater Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the Assessment Ordinance and the Final Assessment Resolution to be adopted by the City Council at the public hearing to be held pursuant to this Article III.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Stormwater Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Stormwater Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Stormwater Assessments authorized by this Resolution. The Final Assessment Rates for Fiscal Year 2026/2027, which are set forth in the following rate schedule, are hereby levied and imposed on all Tax Parcels described in the Assessment Role as follows:

FY 2027 Assessment Rates for Single Family Parcels (up to three units)			FY 2027 Assessment Rate for Non-Single-Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$92.69	$142.58	$248.09	$142.58 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the City's stormwater system is di minimus. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed into one of three tiers mentioned herein based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table above. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel). The annual fee assessed to each parcel is then determined by multiplying $142.58 (as presented in the table above), which represents the stormwater assessment per ERU, by the number of ERUs for each non single-family parcel.

(B) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A). More specifically, the annual assessment will be

increased by 2% in Fiscal Year 2027 and 4.0% each year thereafter that the assessment is levied up to a maximum assessment rate of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single family parcels that are not subject to the tiered assessment.

(C) The amount of the annual Stormwater Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with the collection and administration of the Stormwater Assessments each year.

(D) It is hereby ascertained, determined, and declared that the method of determining the Stormwater Assessments as set forth in this Final Assessment Resolution is a fair and reasonable method of apportioning the Stormwater Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Stormwater Assessments shall be utilized for the provision of stormwater services, facilities and programs. In the event there is any fund balance remaining at the end of the 2026/2027 Fiscal Year, such balance shall be carried forward and thereafter used only to fund stormwater related services, facilities, and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Stormwater Assessments for the 2026/2027 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to

the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Stormwater Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Stormwater Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, the following are exempt from the stormwater assessments: (i) cemeteries; and (ii) parcels that are undeveloped land with no impervious surface, but only for the portion of the parcels that are undeveloped as those portions do not receive material benefit from City stormwater services, facilities and programs. However, one parcel with a 9105 land use code will be assessed because of impervious surface related to a building on the parcel.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or assessable Tax Parcels are not subject to the Stormwater Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Stormwater Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 3.07 CREDITS.

(A) Parcels that engage in onsite stormwater management may receive a credit on their Stormwater Assessment in order to recognize the benefit of the activity to reduce the volume of stormwater leaving the properties, or enhance the quality of the runoff, thereby, reducing the burden on the City's stormwater system. The intent and purpose of the credit is to maintain equity for property owners with onsite stormwater

management because such property owners have invested in measures to reduce stormwater runoff from their property and therefore reducing the effort required by the City to manage their stormwater runoff.

(B) In order for a property owner to obtain a credit, the property owner must demonstrate a specified reduction of stormwater to the City's stormwater system from the property by providing onsite attenuation for a minimum storm event required by the St. Johns River Water Management District, pursuant to applicable law.

(C) Application and eligibility requirements to obtain a credit shall be determined by written administrative policy approved by the City Manager, provided such policy shall be consistent and not in conflict with this Resolution, and supported by a written technical memorandum prepared by the City's stormwater assessment consultant evidencing a fair and equitable method of determining the applicable credit.

3.08 EFFECT OF FINAL RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Preliminary Assessment Resolution including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the preliminary rate of assessment; the levy and lien of the stormwater assessment; the method by which the assessments will be computed, the Assessment Roll, and the Maximum Assessment Rate unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City

Council action on this Final Assessment Resolution. Nothing contained in this Section shall be construed as prohibiting the City from presenting any legal arguments that actions filed against the validity or effectiveness of the City's stormwater assessment have been waived, estopped, forfeited or bared by the actions or inactions of any plaintiff, previous legal actions or the passage of time.

3.09 DELIVERY TO TAX COLLECTOR. The Assessment Roll, as approved by this Final Assessment Resolution, shall be delivered to the Tax Collector by the City Manager or his designee, as required by the Uniform Assessment Collection Act.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

[Adoption and Signature Page Follows]

PASSED, ADOPTED AND APPROVED this 25th day of August 2026.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

Attest:

By: _____
Monica Arsenault, City Clerk

Appendix A

PROOF OF PUBLICATION

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Monica Arsenault
Accounts Payable
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

BRE Brevard Florida Today 08/06/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/06/2026

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$747.20	
Tax Amount:	$0.00	
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NANCY HEYRMAN
Notary Public
State of Wisconsin

Page 1 of 2



Democratic Senate candidate Abdul El-Sayed waves during an election night rally in Detroit on Aug. 5. REBECCA COOK/REUTERS

Primaries

Continued from Page 1A

candidates generate more enthusiasm. The Democrats also traded barbs over spending from pro-Israel groups.

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On Aug. 5, El-Sayed said on "CBS Mornings" that his top goal is to unify Democratic voters alongside Stevens to defeat Rogers.

"We've got to bring the party together, and I know both Haley and Dave committed to doing that," El-Sayed said.

In other notable Michigan races, Rep. Rashida Tlaib easily won the 12th District's Democratic primary at 74.3%, according to The Associated Press and CNN.

Gov. Gretchen Whitmer, a Democrat, is term-limited. Trump-endorsed Rep. John James beat Perry Johnson in the Republican primary, 58.1% to 35.2%, while Secretary of State Jocelyn Benson sailed away with the Democratic nomination at 93.1% support.

A Missouri contest also featured the progressive-centrist debate, and in this case, voters chose the other side of the spectrum. Incumbent Rep. Wesley Bell defeated Cori Bush, a progressive and former U.S. representative, in the Democratic primary for the state's 1st Congressional District. The bitter matchup touched raw nerves in the party, from anger at the establishment to who is to blame for Trump's return to power.

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Adam Hamilton, pastor of one of the country's largest United Methodist congregations, beat 11 other candidates to win the Kansas Democratic Senate primary. The AP and NBC News projected. Kansas hasn't sent a Democrat to the Senate in nearly a century, and incumbent Sen. Roger Marshall easily won his side's primary.

Voters in Washington chose candidates in 10 House districts, with the top two vote-getters advancing to the general election, no matter their party. Incumbents – all Democrats save one – advanced in all nine districts in which they ran. In the open 4th District seat, Republican Amanda McKinney came in first (34.6%) followed by Democrat John Dunaway (30.8%) with an estimated 68% of votes counted, according to The AP and CNN.

Contributing: Emily R. Condon and Nicole Pallett, USA TODAY

NC legislator ends reelection campaign

Panel recommended Edwards be censured

Cary Vellkennert and Zachary Schrenzle
USA TODAY NETWORK

ASHEVILLE, NC – Rep. Chuck Edwards, R-North Carolina, dropped his bid for a third term in Congress, two days after the House Ethics Committee recommended the full House censure him over his conduct toward two young women who worked for him.

Edwards, who will remain in office through the end of his current term, disclosed the decision in social media posts shortly after 3:30 a.m. Aug. 5. He did not connect his withdrawal to the committee report or offer a detailed explanation.



Edwards

He said he reached the decision after prayer, reflection and discussions with his family: "I ran for Congress with one purpose: to serve this nation, defend our Constitution, and fight for the common people living in these mountains."

Congress has been abuzz over Edwards' alleged treatment toward two female staffers. A 63-page report released Aug. 3 by the ethics panel contains eyebrow-raising accounts and text message exchanges. He planned helicopter rides and strip club visits. He did their housework and decorated Christmas trees. He bought them designer purses, guns, trips to New York City and tickets to Broadway shows, according to the report.

Edwards has disputed the panel's findings and denies any impropriety in his interactions with staffers. None of the relevant staffers filed a formal complaint against him, and his lawyers say the committee bypassed typical procedures that would've allowed him to challenge certain evidence.

But the ethics panel concluded that Edwards put the women in "an untenable position" and that any "reasonable observer" would interpret his pattern of behavior as romantic or sexual in nature.

"Representative Edwards was at minimum blind to that reality, and at worst, dismissive of the impact his inappropriate conduct had on the careers and wellbeing of two women," the report said.

In an extraordinary step, the panel recommended that Edwards' colleagues in Congress censure him.

A censure vote wouldn't have cost Edwards his job or stripped him of any of his powers, but it would be an embarrassing rebuke, potentially ahead of the midterm elections, for both Edwards and the GOP more broadly. And it would have come amid a larger, ongoing reckoning among lawmakers about ethics on Capitol Hill.

Edwards' alleged behavior centers largely around his relationships with two young women in his office, one of whom first listened for him in the North Carolina state legislature when she was 18.

Current and former staffers of Edwards' office told the ethics panel they felt he treated the young women of the office differently from other employees; Edwards said he didn't. He wrote poems that made them uncomfortable and showered both of them with lavish gifts, the committee found. The gifts included jewelry totaling over $1,000 in value, designer purses, guns and shoes.

The panel said Edwards gave them "flowers, a laptop and cell phone, KitchenAid mixer, robotic vacuum, vacations, tickets to performances, and one-to-one dinners."

In a 35-page response to the ethics committee's findings, Edwards' attorneys said the panel's conclusions overstated him under congressional rules governing sexual misconduct and harassment. They also pointed out that gifts for staffers aren't entirely prohibited in Congress, particularly when "based on a personal friendship."

Cary Vellkennert reports for the Asheville Citizen-Times. Zachary Schrenzle reports for USA TODAY.

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES



NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES



Appendix B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Rebecca J. Bowman, City of Cocoa Finance Director, whose business address is 65 Stone Street, Cocoa, Florida after being duly sworn, deposes and say:

I, Rebecca J. Bowman, have been designated by the City Manager of Cocoa, Florida, to mail the notices required by Section 2.05 of Resolution No. 2026-062 adopted by the City Council of Cocoa, Florida on August 11, 2026 (the "Preliminary Assessment Resolution"). On or before August 5, 2026, I mailed or directed the mailing of fifty-three notices in accordance with Section 2.05 of the Preliminary Assessment Resolution by first class mail, to each owner of property within the City of Cocoa Stormwater Assessment Area who was required to receive such notice in conformance with the requirements of Ordinance No. 10-2019, enacted by the City Council of Cocoa, Florida, at the address shown on the real property assessment tax roll maintained by the Brevard County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

Rebecca J. Bowman,
Finance Director
City of Cocoa

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by Rebecca J. Bowman, Finance Director of the City of Cocoa, Florida who is ✓ personally known to me or ____ who has produced _____as identification and did take an oath.

Notary Signature and Stamp

MONICA R ARSENAULT
Commission # HH 498592
Expires June 16, 2028

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Monica Arsenault
Accounts Payable
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

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BRE Brevard Florida Today 08/06/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/06/2026

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

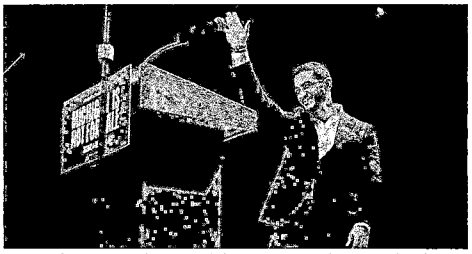
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NANCY HEYRMAN
Notary Public
State of Wisconsin



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Primaries

Continued from Page 1A

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To Be Published on or before August 05, 2026

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs as proposed within the City pursuant to Ordinance 10-2019 previously adopted by the City Council in 2019. The proposed updated rates will not exceed the maximum ERU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The costs on an whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Stormwater Assessment and will not be in addition to the current Stormwater Assessment.

The public hearing will be held on August 25, 2026, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Prelim nary and Final Assessment Resolutions and receiving public comment on the proposed assessment. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice.

Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Off ce of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2027 is estimated to be approximately $2.38 million. For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for properties with government ownership, public roads and rights-of-way, vacant parcels, railroad tracks, certain educational establishments, bona-fide agricultural operations, parcels with less than 400 square feet of impervious surface, and such other exempt properties determined by lawful action of the City Council. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 – 2,300 sq. ft., Tier 2 ranges from 2,400 – 4,400 sq. ft, and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft., divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel. The annual fee assessed to each parcel is then determined by multiplying $142.58 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2027 Assessment Rates for Single Family Parcels (up to three units)			FY 2027 Assessment Rate for Non-Single Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$92.69	$142.58	$248.09	$142.58 Per ERU

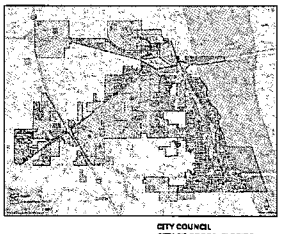
Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis s.

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in Final Rate Resolution that mitigate the stormwater run-off from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For these parcels that currently have a mitigation credit in the current stormwater user fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 3% in F scal Year 2027 and 4.0% each year thereafter that the assessment is levied, up to a maximum assessment of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2027 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount will include costs incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be adjusted as necessary to account for any statutory discounts which are necessated when employing the efficiencies of collecting this assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceed ngs and, for such purpose, may need to ensure that a verbatim record of the proceed ngs is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accom modation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing. If you have any questions, please contact, our Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Thursday between 7:00 a.m. and 4:00 p.m., or Friday between 7:00 a.m. and 11:00 am.



CITY COUNCIL
CITY OF COCOA, FLORIDA

To Be Published on or before August 5, 2026

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2005 previously adopted by the City Council in 2005. The proposed updated rates will not exceed the maximum rate per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decis on on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2016-CA-032718.

The public hearing will be held on August 25, 2026, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing.

The non-ad valorem assessment will fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2005. Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at: 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2026/2027 and thereafter, the fire protection non-ad valorem assessment will be billed by and collected by the Brevard County Tax Collector on the ad valorem tax bill to be mailed in November. In accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay the fire any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to real property that is subject to the non-ad valorem assessment.

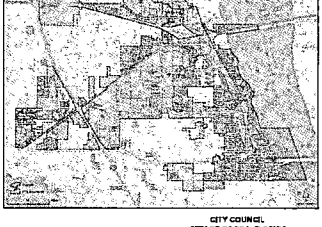
For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-ways/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and fire protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$265.19	$306.12
Non-residential:				
Response Readiness Availability	• Improved Property - Per parcel • Unimproved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and unimproved non-exempt parcels	$187.50	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.24	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for unimproved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. The total amount of revenue to be collected by the City of Cocoa in FY 2025/2026 under the non-ad valorem assessment program is estimated to be approximately $4.08 mill on.

If you have any questions, please contact Christi Grant, Deputy Finance Director, at (321) 433-8606, Monday through Friday between 8:00 a.m. and 5:00 a.m.



CITY COUNCIL
CITY OF COCOA, FLORIDA

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Rebecca J. Bowman, City of Cocoa Finance Director, whose business address is 65 Stone Street, Cocoa, Florida after being duly sworn, deposes and say:

I, Rebecca J. Bowman, have been designated by the City Manager of Cocoa, Florida, to mail the notices required by Section 2.05 of Resolution No. 2026-062 adopted by the City Council of Cocoa, Florida on August 11, 2026 (the "Preliminary Assessment Resolution"). On or before August 5, 2026, I mailed or directed the mailing of fifty-three notices in accordance with Section 2.05 of the Preliminary Assessment Resolution by first class mail, to each owner of property within the City of Cocoa Stormwater Assessment Area who was required to receive such notice in conformance with the requirements of Ordinance No. 10-2019, enacted by the City Council of Cocoa, Florida, at the address shown on the real property assessment tax roll maintained by the Brevard County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

Rebecca J. Bowman,
Finance Director
City of Cocoa

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by Rebecca J. Bowman, Finance Director of the City of Cocoa, Florida who is ✓ personally known to me or ____ who has produced _____as identification and did take an oath.

Notary Signature and Stamp

NOTARY PUBLIC STATE OF FLORIDA
MONICA R ARSENAULT
Commission # HH 498592
Expires June 16, 2028

CITY COUNCIL AGENDA ITEM

Memo Date:	August 12, 2026
Agenda Date:	August 25, 2026
File ID:	2026-673
Prepared By:	Stockton Whitten, City Manager
Through:	Lucilene Ribeiro, Planner
Requested Action:	Consideration on Second Reading of an applicant-initiated ordinance amending the official zoning map designation of two (2) parcels of real property, totaling 0.9 acres, more or less, and located generally south of SR 520, west of Ruth Street, east of Virginia Avenue, and north of Jackson Street, in Cocoa, Florida from Brevard County Single-Family Residential (RU-1-9), to City of Cocoa Single-Family Residential (RU-1-7).

BACKGROUND:

The Subject Parcels are generally located south of SR 520, west of Ruth Street, east of Virginia Avenue, and north of Jackson Street, in Cocoa, more particularly depicted and described on Exhibit “A” in the attached Ordinance, and are located in the City of Cocoa taxing jurisdiction. Parcel 1 is identified as tax account no. 3042211 (0.4 ac), address to be determined upon development, and Parcel 2 is identified as tax account no. 2424521 (0.5 ac), addressed as 155 Ruth Street.

These properties were annexed into the City in 2004 from Brevard County (County), by Ordinance 11-2004, (Attachment 3) as part of a larger, 26-acre annexation of portions of the Pine Grove Park Subdivision and portions of the Pine Acres Plat. These properties were assigned a Future Land Use (FLU) of Low Density Residential, which has a maximum density of seven dwelling units per acre (7 du/ac). However, a zoning category was not assigned at the time of the annexations. This makes future development challenging with the absence of a City zoning designation.

The applicant is requesting these parcels be rezoned to City of Cocoa RU-1-7, Single Family Residential.

STATISTICS

Project No.: PZ26-02100005

Applicant: William Chaney, Chaney Real Estate LLC.

3370 Tipperary Drive, Merritt Island, FL 32953

Future Land Use Designation: Low Density Residential

Zoning District: Prior (Brevard County):

Single-Family Residential (RU-1-9)

Existing Land Use: Vacant, Undeveloped

Council District: District 1 – Councilmember Alex Goins

Legal Ad/Bussiness Impact Date: August 11, 2026

Overview of Surrounding Area:

	Future Land Use	Zoning	Land Uses
North	Low Density Residential	Zoning Not Assigned	Vacant Undeveloped
South	Low Density Residential	RU-1-7 (Single Family)	Single Family Homes
East	Low Density Residential	Zoning Not Assigned & RU-2-15	Single Family & Vacant Undeveloped
West	Brevard County	Brevard County	Commercial / Industrial

ANALYSIS

Brevard County Zoning Comparison and Conformities. Part of the staff analysis in a rezone request is the potential creation of nonconforming lots. The following is a description of the Brevard County zoning classification of the Subject Parcels when they were annexed.

Both parcels had the former County classification of Single-family residential, or RU-1-9. “This residential zoning classification encompasses lands devoted to single-family residential development of spacious character [...]” (Sec. 62-1341, Code of Ordinances of Brevard County). These parcels are currently vacant and undeveloped, meet the minimum performance standards for the RU-1-7 zoning district, and will be considered conforming in the City of Cocoa.

I. Rezoning Analysis

The Planning & Zoning staff have studied and considered the following criteria, according to Appendix A of the City of Cocoa, Article XXI, Section 1(G), to show whether or not:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The surrounding City of Cocoa land area consists of primarily residential use. Therefore, this request is not contrary to the established land use pattern.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: As noted in the table above, the properties to the north and east do not have zoning assigned, but have a Low Density Residential FLU, which is limited to a maximum density of 7 du/ac. The properties adjacent to the south are RU-1-7, Single Family Residential. There is one parcel to the east that is zoned RU-2-15, Multi-Family. The parcels that will be designated as RU-1-7 will not create an isolated district unrelated to adjacent and nearby districts.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: The parcels to be rezoned, or receive a zoning assignment of, Single Family Residential has been of a residential character since before their annexation in 2004. It is anticipated they will remain as such and are not anticipated to increase or overtax the load on public facilities such as schools, utilities, streets or access. The proposed zoning district RU-1-7 is consistent with the already-established Low Density Future Land Use category, which sets the maximum density of 7 du/ac.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The existing district boundaries are not illogically drawn, as the district is without a zoning category. However, the prior County zoning was also Single Family Residential and was not drawn illogically. The FLU boundary is not illogically drawn, and as it extends to the properties to the south, the map amendment is contiguous to the establish residential boundary.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The proposed rezoning is consistent with Future Land Use Element Policy 1.1.2.3 Low Density Residential in that these areas are “neighborhoods of single family detached housing, limited multiple family attached housing and limited clustered single family attached housing.” Further, in Figure FLU-1, Standards for Future Land Use Categories, shows that RU-1-7 is an applicable zoning district for the Low Density Residential FLU. The proposed rezone to RU-1-7 would not have an adverse effect on the Comprehensive Plan.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: Without a City zoning designation, this property is not able to be developed as there were no associated permitted uses. The assignment of an RU-1-7 Single Family zoning will not only allow the properties to be developed as such, but will resolve the ambiguity of the allowed uses, and will establish the regulations for future residential development.

g. The proposed change will adversely influence living conditions in the

neighborhood.

Staff Finding: As mentioned, the parcels have been a part of the City since 2004 and have not significantly changed during that time. It is not anticipated this rezone will adversely influence the living conditions in the adjacent neighborhood. Actually, with a zoning designation assigned, the parcels now have guidelines for redevelopment that will create an opportunity for area improvement.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: As the parcels would be developed as single family homes, it is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety.

i. The proposed change will create a drainage problem.

Staff Finding: As mentioned, the parcels have been a part of the City since 2004 and have not significantly changed during that time. At this time, it is not anticipated that the proposed rezoning will create a drainage problem. Any new development in this area will be required to not exceed the maximum lot coverage, or the maximum impervious surface ratio (ISR) that is required for Low Density Residential development standards so as not to impact public stormwater areas.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. The development on these parcels will be limited to single family residential, which has a maximum allowable height of 35', a 65% maximum impervious surface ratio, and a 30% maximum building coverage limitation. It is not anticipated that future single family development would seriously reduce light and air to adjacent areas.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: As the parcels have not significantly changed since their annexations, it is not anticipated this rezone will adversely affect property values in the adjacent areas. Actually, with a zoning designation assigned, the parcels now have guidelines for redevelopment that will create an opportunity for improvement which will increase property value in the neighborhood.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: On the contrary, the assignment of the City zoning category of Single Family Residential will allow the improvement and development of the subject parcels,

given that there will be development standards to follow.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed zoning change implements the City's adopted land use policies and is intended to promote the public welfare through orderly and compatible development. The request does not provide a special privilege to the property owner but instead applies the City's zoning regulations in a manner consistent with similarly situated properties and the community's long-term planning objectives.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: With the absence of a City zoning category, redevelopment is not possible. Assigning the category of Single Family Residential will now allow the property owners to redevelop their properties.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the area and would be consistent with and an extension of the existing residential character in the immediate area.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: Although other properties within the City may currently permit the proposed single-family use, the applicant owns the subject property and seeks to develop it at its present location. The existence of other potentially suitable sites does not preclude consideration of the requested zoning change, provided the subject property is appropriate for the proposed zoning and the request is consistent with the Comprehensive Plan and the surrounding development pattern.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-1-7 “Single Family Residential” zoning designation is consistent with the allowable uses under the “Low Density Residential” Future Land Use per the City of Cocoa Comprehensive Plan, per Figure FLU-1, the Standards for Future Land Use Categories.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the

levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
May 18, 2004: Ord. 11-2004 Annexation adopted
August 5, 2026: Planning and Zoning Board recommended APPROVAL of Ordinance 12-2026.
August 11, 2026: City Council approved the first reading of Ordinance 12-2026

RECOMMENDED MOTION:
Staff requests that the City Council **APPROVE** this Second and Final Reading of Ordinance 12-2026, an applicant-initiated ordinance amending the official zoning map designation of two (2) parcels of real property, totaling 0.9 acres, more or less, and located generally south of SR 520, west of Ruth Street, east of Virginia Avenue, and north of Jackson Street, in Cocoa, Florida from Brevard County Single-Family Residential (RU-1-9), to City of Cocoa Single-Family Residential (RU-1-7).

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Planning and Zoning
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** UNASSIGNED ZONING
2. **Proposed Zoning Category:** LOW DENSITY RESIDENTIAL
3. **Existing Future Land Use Category:** LOW DENSITY RESIDENTIAL
4. **Proposed Future Land Use Category (*if applicable*):** RU 1-7
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): CHANEY REAL ESTATE LLC

   Name: WILLIAM CHANEY

   Mailing Address: 3370 TIPPERARY DR.

   City: MERRITT ISLAND State: FL Zip Code: 32953

   Phone #: _____ Fax #: _____

   Mobile #: 3219179831 E-mail: wchaney51@gmail.com

6. **Property Owner Information:** ** Check here if same as Applicant* → [X]
   ** If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): _____

   Name: _____

   Mailing Address: _____

   City: _____ State: _____ Zip Code: _____

   Phone #: _____ Fax #: _____

   Mobile #: _____ E-mail: _____

7. **Property Information:**

Street Address and Location: 155 RUTH ST COCOA FL 32922

Parcel ID: ** If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

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Tax Account Numbers: ** If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2 4 2 4 5 2 1 ☐☐☐☐☐☐☐

Land Area: 39204 SF square feet or .9 acres

Existing Use(s) on Property: VACANT LAND

Proposed Use(s) on Property: SINGLE FAMILY RESIDENCES

8. **Please submit the following items in order complete the application:**

a. ☐ **Notarized application.**

b. ☐ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☐ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☐ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☐ **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. A sample "Letter of Authorization" form is available from the City.

f. ☐ **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).

g. ☐ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☐ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include a site plan drawing, photos, sketches, elevations, or letters from adjoining property owners.

9. **Application filing deadline.** The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. **In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.**

a. **Whether or not the proposed change is contrary to the established land use pattern.**

The proposed zoning amendment to Low Density Residential is consistent with the established residential development pattern within the surrounding neighborhood. Adjacent and nearby properties are predominantly residential in nature, and the proposed single-family residential use is compatible with the character and scale of the area. The request aligns with the existing Future Land Use designation and supports orderly residential growth within the City of Cocoa.

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

The proposed zoning amendment would not create an isolated zoning district. The requested Low Density Residential zoning is compatible with surrounding residential uses and serves as a logical continuation of the existing residential development pattern in the area. The request promotes consistency and continuity within the neighborhood.

c. **Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.**

The proposed zoning amendment is not expected to materially alter the population density pattern or overburden public facilities. The intended use consists of single-family residences at a low residential density consistent with the area's Future Land Use designation. Existing infrastructure, including roadway access, utilities, and public services, is capable of serving the proposed development subject to standard development review procedures.

d. **Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

The current unassigned zoning designation does not reflect the existing residential character or anticipated use of the property and surrounding area. Assigning Low Density Residential zoning establishes a logical zoning classification that is consistent with nearby development patterns and the property's intended residential use.

e. **Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.**

The proposed zoning amendment is consistent with the City's Comprehensive Plan and existing Future Land Use designation for Low Density Residential. The request supports compatible residential infill development and does not adversely impact the goals, objectives, or policies of the Comprehensive Plan.

f. **Whether or not changed or changing conditions make the passage of the proposed amendment necessary.**

The property is currently classified as unassigned zoning despite being located within a predominantly residential area. Establishing an appropriate residential zoning classification is necessary to facilitate orderly development of the property consistent with surrounding uses and the City's adopted planning objectives.

g. **Whether or not the proposed change will adversely influence living conditions in the neighborhood.**

The proposed single-family residential development will not adversely influence living conditions in the neighborhood. The proposed use is compatible with surrounding residential properties and is expected to contribute positively to the area through appropriate development, maintenance, and investment in the property.

h. **Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.**

The proposed low-density single-family residential use is not expected to generate excessive traffic or create adverse public safety impacts. Traffic generated by the proposed development will be minimal and consistent with normal residential activity patterns within the area.

i. **Whether or not the proposed change will create a drainage problem.**

The proposed development will comply with all applicable stormwater and drainage requirements during the site development review and permitting process. The project is not anticipated to create drainage problems or negatively impact adjacent properties.

j. **Whether or not the proposed change will seriously reduce light and air to adjacent areas.**

The proposed single-family residential use will not seriously reduce light or air to adjacent properties. Development will comply with applicable setback, height, and lot coverage requirements established by the City of Cocoa Land Development Regulations.

k. **Whether or not the proposed change will adversely affect property values in the adjacent areas.**

The proposed zoning amendment and future residential development are not expected to adversely affect surrounding property values. Appropriate residential development and investment in the property are anticipated to support neighborhood stability and enhance the overall appearance and value of nearby properties.

l. **Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.**

The proposed rezoning will not deter adjacent development. Instead, the request supports cohesive residential growth patterns and encourages compatible investment and development within the surrounding neighborhood.

m. **Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.**

The requested zoning amendment does not constitute a special privilege. The request is consistent with the surrounding residential character, existing Future Land Use designation, and the public interest in promoting orderly and compatible development within the City of Cocoa.

n. **Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.**

The property currently carries an unassigned zoning designation, which limits the ability to reasonably develop the property in a manner consistent with the surrounding residential neighborhood and adopted land use policies. The requested zoning classification is necessary to establish a proper and usable zoning category for the property.

o. **Whether or not the change suggested is out of scale with the needs of the neighborhood.**

The subject property is suitable for the proposed residential use based on its location, surrounding development pattern, and existing Future Land Use designation. The request represents an appropriate use of the property and supports efficient utilization of available residential land within the City of Cocoa.

p. **Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.**

The subject property is suitable for the proposed residential use based on its location, surrounding development pattern, and existing Future Land Use designation. The request represents an appropriate use of the property and supports efficient utilization of available residential land within the City of Cocoa.

19. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, William Chaney 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 applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

William Chaney
(APPLICANT SIGNATURE)

Hailey Jones
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced Driver license

Notary Public State of Florida
Hailey Jones
My Commission HH 647734
Expires 3/5/2029

Hailey Jones
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 28TH day of May, 20 26

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

CFN 2026100869, OR BK 10627 Page 585, Recorded 05/18/2026 at 09:26 AM Rachel M. Sadoff, Clerk of Courts, Brevard County Doc. D: $525.00

Prepared by:

321 Closing, LLC
1353 North Courtenay Parkway, Suites R & S
Merritt Island, Florida 32953

File Number: 26-1087

General Warranty Deed

Made this May 14, 2026 A.D. By **Beyond Bossy Boutique, LLC, a Florida Limited Liability Company** whose address is: 2013 ROLLINS DRIVE, Cocoa, Florida 32922, hereinafter called the grantor, to **Chaney Real Estate LLC, a Florida limited liability company**, whose post office address is: 3370 TIPPERARY DRIVE, Merritt Island, Florida 32953, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

Parcel 1

Part of Block 4, Pine Grove Park Subdivision, according to the plat thereof as recorded in Plat Book 9, Page 24, public records of Brevard County, Florida, and being more particularly described as follows:
From the Northeast corner of Pine Acres Subdivision, according to the plat thereof as recorded in Plat Book 9, Page 46, public records of Brevard County, Florida, go Southerly along the East line of said Pine Acres Subdivision a distance of 475 feet to the Point of Beginning; thence continue Southerly along said East line of Pine Acres Subdivision, a distance 125 feet; thence go Easterly, parallel to the North line of Block 4 of Pine Grove Park Subdivision, a distance of 140 feet, more or less, to the West right-of-way line of Ruth Street; thence go Northerly, along said West right-of-way line of Ruth Street, a distance of 125 feet; thence go Westerly parallel to the North line of Block 4 of Pine Grove Park, a distance of 140 feet to the Point of Beginning.
\tab
Parcel 2:

Part of Block 4, Pine Grove Park Subdivision, according to the plat thereof as recorded in Plat Book 9, Page 24, public records of Brevard County, Florida, and being more particularly described as follows:
From the Northeast corner of Pine Acres Subdivision, according to the plat thereof as recorded in Plat Book 9, Page 46, public records of Brevard County, Florida, go Southerly along the East line of said Pine Acres Subdivision a distance of 675 feet to the Point of Beginning; thence continue Southerly along the East line of Pine Acres Subdivision, a distance of 159.07, more or less, to the North right-of-way line of Jackson Street; thence go Easterly, along said North right-of-way line of Jackson Street, a distance of 140 feet to the intersection of the North right-of-way line of Jackson Street with the West right-of-way line of Ruth Street; thence go Northerly along the West right-of-way Pine of Ruth Street, a distance of 159.07 feet to the Southeast corner of lands as described in Official Records Book 674, page 380, public records of Brevard County, Florida; thence go Westerly, parallel to the North right-of-way line of Jackson Street, a distance of 140 feet to the Point of Beginning.

Parcel ID Number: **24-36-32-29-4/2424521**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2025.

Prepared by:

321 Closing, LLC
1353 North Courtenay Parkway, Suites R & S
Merritt Island, Florida 32953

File Number: 26-1087

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name: Chelice Eastwood

Witness Address: 1353 N Courtenay Pkwy Merritt Island, FL 32953

Beyond Bossy Boutique LLC, a Florida limited liability company

Yolanda Thomas (Seal)

YOLANDA THOMAS, AMBR

Address: 2013 ROLLINS DRIVE, Cocoa, Florida 32922

Witness Printed Name: Jennifer Parrish

Witness Address: 1353 N. Courtenay Pkwy Merritt Island, FL 32953

State of FLORIDA
County of BREVARD

The foregoing instrument was acknowledged before me X in my physical presence or [ ] remote online notary, this 14th day of May, 2026, by YOLANDA THOMAS, AMBR of Beyond Bossy Boutique, LLC, who is/are personally known to me or who has produced VALID PHOTO ID as identification.

Notary Public
Print Name:

My Commission Expires:

JENNIFER PARRISH
Commission # HH 726181
Expires October 22, 2029



Detail by Entity Name

Florida Limited Liability Company
CHANEY REAL ESTATE LLC

Filing Information

Document Number	L23000460419
FEI/EIN Number	99-0673601
Date Filed	10/05/2023
Effective Date	10/05/2023
State	FL
Status	ACTIVE

Principal Address

3370 TIPPERARY DR.
MERRITT ISLAND, FL 32953

Mailing Address

3370 TIPPERARY DR.
MERRITT ISLAND, FL 32953

Changed: 04/04/2025

Registered Agent Name & Address

CHANEY, WILLIAM
3370 TIPPERARY DR.
MERRITT ISLAND, FL 32953

Authorized Person(s) Detail

Name & Address

Title MGR

CHANEY, WILLIAM
3370 TIPPERARY DR.
MERRITT ISLAND, FL 32953

Title MGR

CHANEY, EVON M
3370 TIPPERARY DR.
MERRITT ISLAND, FL 32953

Annual Reports

Report Year	Filed Date
2024	04/02/2024
2025	04/04/2025
2026	04/17/2026

Document Images

04/17/2026 -- ANNUAL REPORT	View image in PDF format
04/04/2025 -- ANNUAL REPORT	View image in PDF format
04/02/2024 -- ANNUAL REPORT	View image in PDF format
10/05/2023 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

REAL PROPERTY DETAILS
Account 2424521 - Roll Year 2025

Owners	CHANEY REAL ESTATE LLC
Mailing Address	3370 TIPPERARY DR MERRITT ISLAND FL 32953
Site Address	155 RUTH ST COCOA FL 32922
Parcel ID	24-36-32-29-4
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	1000 - VACANT COMMERCIAL LAND
Total Acres	0.50
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0009/0024
Subdivision	PINE GROVE PARK
Land Description	PINE GROVE PARK PART OF BLK 4 DESC IN ORB 10627 PG 585 AS PAR 2



VALUE SUMMARY

Category	2025	2024	2023
Market Value	$36,660	$36,660	$36,660
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$36,660	$36,660	$36,660
Assessed Value School	$36,660	$36,660	$36,660
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$36,660	$36,660
Taxable Value Non-School	$36,660	$0	$0
Taxable Value School	$36,660	$0	$0

SALES / TRANSFERS

Date	Price	Type	Instrument
05/14/2026	$75,000	WD	10627/0585
06/24/2024	$25,000	WD	10094/2404
06/19/2003	$2,000	QC	5045/2215
12/30/1996	--	WD	3633/1335
02/01/1995	--	PT	3455/4419
04/14/1983	--	QC	2423/1713

No Data Found

REAL PROPERTY DETAILS
Account 3042211 - Roll Year 2025

Owners	CHANEY REAL ESTATE LLC
Mailing Address	3370 TIPPERARY DR MERRITT ISLAND FL 32953
Site Address	NONE
Parcel ID	24-36-32-29-4-23
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	1000 - VACANT COMMERCIAL LAND
Total Acres	0.40
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0009/0024
Subdivision	PINE GROVE PARK
Land Description	PINE GROVE PARK PART OF BLK 4 DESC IN ORB 10627 PG 585 AS PAR 1

VALUE SUMMARY

Category	2025	2024	2023
Market Value	$0	$0	$0
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$0	$0	$0
Assessed Value School	$0	$0	$0
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$0	$0	$0
Taxable Value School	$0	$0	$0

SALES / TRANSFERS

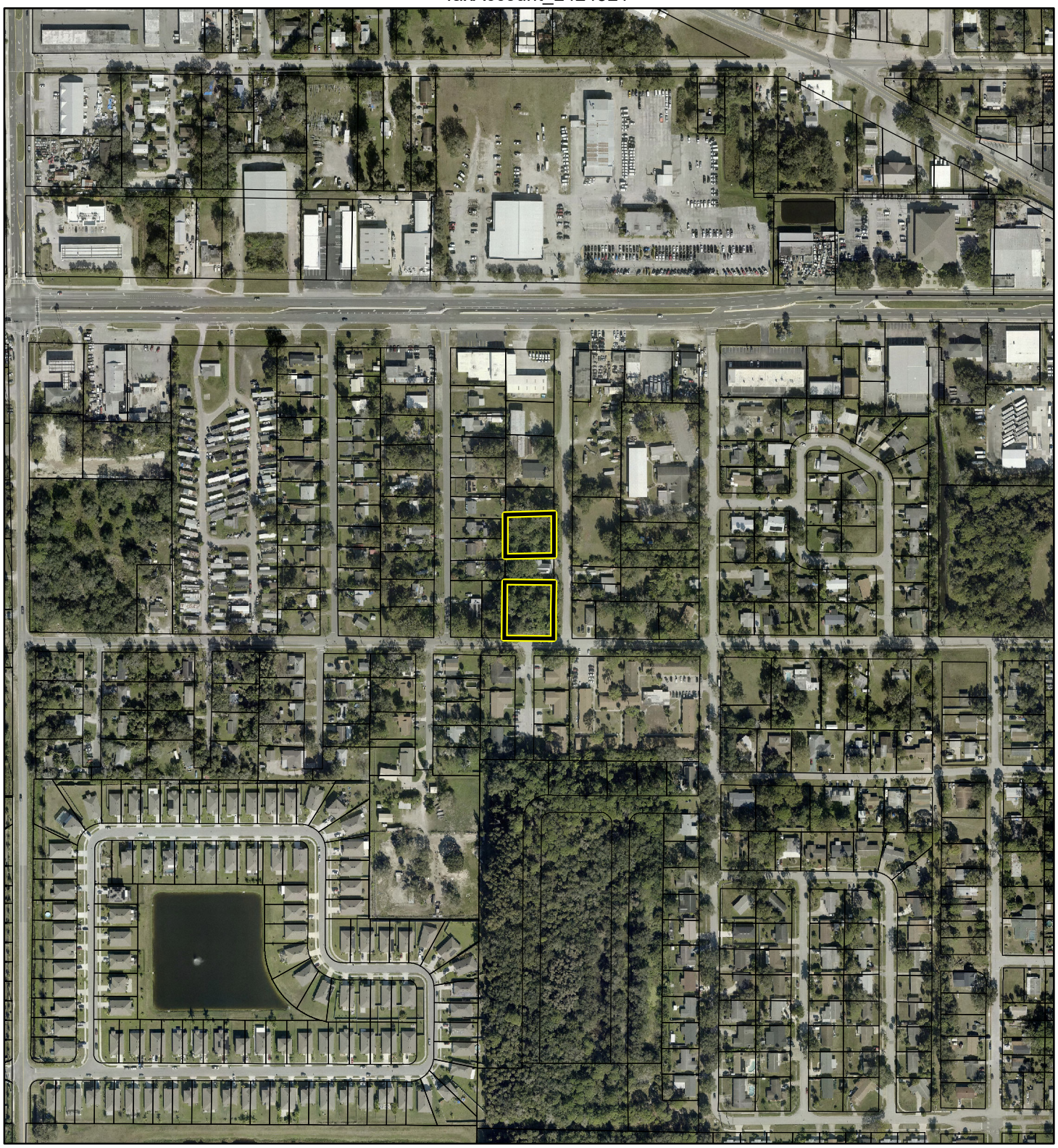
Date	Price	Type	Instrument
No Data Found			

No Data Found

AERIAL MAP

BEYOND BOSSY BOUTIQUE LLC

TaxAccount_2424521



N

W E

S

1:4,800 or 1 inch = 400 feet

PHOTO YEAR: 2026

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 6/8/2026

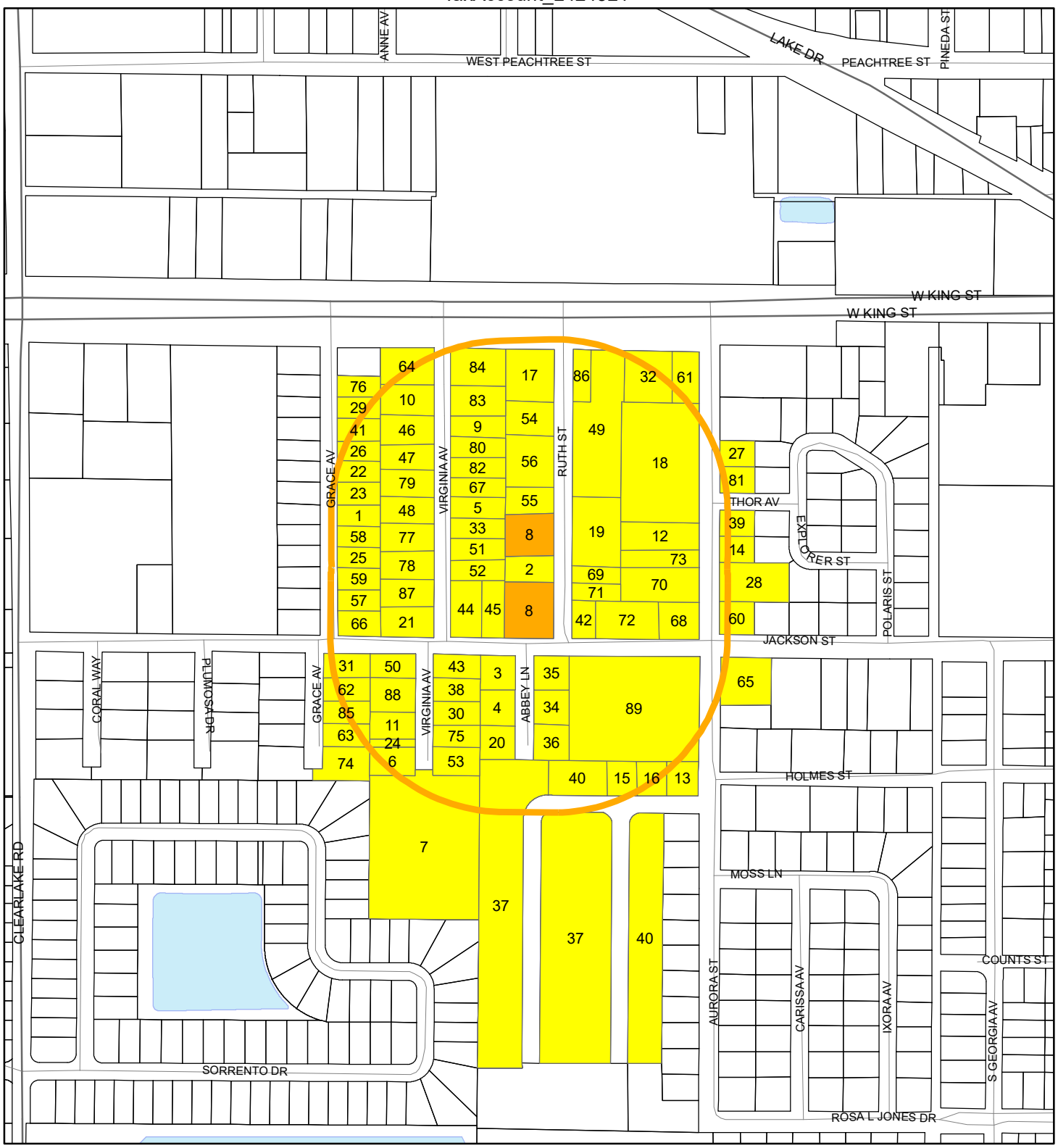
Subject Property

Parcels

RADIUS MAP

BEYOND BOSSY BOUTIQUE LLC

TaxAccount_2424521



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 6/8/2026

Buffer

Subject Property

Notify Property

Parcels

1019 LLC
3690 BUTTONWOOD DR
TITUSVILLE FL 32796-2904

145 RUTH AVE LLC
7005 CORAL COVE DR
ORLANDO FL 32818-2866

ALFRED L WASHINGTON REVOCABLE TRUST
3018 SANDGATE CT
COCOA FL 32926-4434

ALLEN, VICKIE L
ALLEN, JIMMIE L
132 VIRGINIA AVE
COCOA FL 32922-8634

BENJAMIN, SANFORD
BENJAMIN, DORIS
221 VIRGINIA AVE
COCOA FL 32922-

BENJAMIN, SANFORD
BENJAMIN, DORIS E
221 VIRGINIA AVE
COCOA FL 32922-6157

BEYOND BOSSY BOUTIQUE LLC
2013 ROLLINS DR
COCOA FL 32922-5441

BOYER, DOUGLAS ALLEN
BOUCHER, TIFFANY
116 VIRGINIA AVE
COCOA FL 32922-8634

BREVARD COUNTY FARM BUREAU LAA
PO BOX 236757
COCOA FL 32923-6757

BROWN, WILLIE RAY,JR
217 VIRGINIA AVE
COCOA FL 32922-6157

BURGESS, LAMAR
117 AURORA STREET
COCOA FL 32922-

BURKS, JOYCE
BURKS, LORENZO
607 AURORA ST
COCOA FL 32922-6183

BURSE, AUDREY
118 AURORA ST
COCOA FL 32922-8602

CADET, WISNER
DOCTEUR, JULIENNE
1410 NE 42ND ST
POMPANO BCH FL 33064-

CARTER, DANIEL
965 WHITMIRE DR
MELBOURNE FL 32935-6988

CENTRAL BREVARD SHARING CENTER INC
PO BOX 3363
COCOA FL 32924-3363

CENTRAL BREVARD SHARING CENTER INC
PO BOX 3363
COCOA FL 32924-3363

CHRISTINE J MCDONOUGH REVOCABLE TRUST
425 BACARDI DR
MERRITT ISLAND FL 32953-3211

CONEY, JAMES A,JR
CONEY, VIRGINIA I
440 OXFORD AVE
MERRITT ISLAND FL 32953-4415

DAJ PROPERTIES LLC
8534 LOREN COVE DR
MELBOURNE FL 32940-7867

DAVIS, WILLARD TR
21273 ROAD P.3
CORTEZ CO 81321-9639

DYMORA, MICHAEL JAMES
140 GRACE AVE
COCOA FL 32922-8608

EJ & LH PROPERTIES LLC
PO BOX 701
MELBOURNE FL 32902-0701

FARAWAY SG LLC
280 PARK AVE, FL 9
NEW YORK NY 10017-1274

FERGUSON, SHERRY ANN
FERGUSON, JAN SCOTT
4835 SANTA ROSA AVE
TITUSVILLE FL 32780-6815

FOLSTON, WILLIE BORA
FOLSTON, ELIZABETH KEY
212 VIRGINIA AVE
COCOA FL 32922-

FRED'S INVESTMENTS LLC
4437 BRIDGEWATER DR
ORLANDO FL 32817-1372

GILES A J MALONE & ALISON MALONE REVOCABLE TRUST
2230 SYKES CREEK DR
MERRITT ISLAND FL 32953-3047

HARDY, WILLIAM T
PO BOX 486
COCOA FL 32923-0486

HOUSING FOR HOMELESS INC
1490 DIGNITY CIR
COCOA FL 32922-6635

HUFF, EDWIN
208 VIRGINIA AVE
COCOA FL 32922-6157

HUTCHINSON, JIMMIE
BELL, CLYDE
1059 MARLIN DR
ROCKLEDGE FL 32955-2254

JACKSON, BETTY J
4571 ABERDEEN CIR
VIERA FL 32955-

JACKSON, CARRIE MAE
116 GRACE AVE
COCOA FL 32922-

JOHNSTON, CHRISTOPHER ROBIN
CABREY, MARTHA
425 HIGHVIEW DR
WAYNE PA 19087-4605

JONES, ERIK
JONES, NATASHA M
3142 RESIDENCE EAST WAY
ORLANDO FL 32828-9186

KNOBEN, AUSTIN
150 VIRGINIA AVE
COCOA FL 32922-8634

LAKE DORA LLC
1236 W KING ST
COCOA FL 32922-8620

LEHNERT, JOAN
843 EGRET ROAD
COCOA FL 32926-

LEMON, MARTHA
LEMON, JOSEPH
205 VIRGINIA AVE
COCOA FL 32922-6157

LESTER, JASON
LESTER, JILL C
140 VIRGINIA AVE
COCOA FL 32922-8634

LESTER, JASON A
140 VIRGINIA AVE
COCOA FL 32922-8634

LEWANDOWSKI, KASSONDRA
LEWANDOWSKI, MADELINE
220 VIRGINIA AVE
COCOA FL 32922-6157

LEWIS, BRANTLEY THOMAS,III
115 RUTH AVE
COCOA FL 32922-8656

LEWIS, BRANTLEY THOMAS
115 RUTH AVE
COCOA FL 32922-8656

LEWIS, BRANTLEY THOMAS,III
4265 BASS RD
COCOA FL 32926-6202

LIGHT PROPERTY 5 LLC
510 S BANANA RIVER DR
MERRITT ISLAND FL 32952-2648

MC FARR, RORY
MC FARR, RAYMOND
129 GRACE AVE
COCOA FL 32922-

MERSEREAU, RICHARD L
1345 PALMER CT
COCOA BEACH FL 32931-2327

MICHEL, GARDY
132 AURORA ST
COCOA FL 32922-8602

MOHAN FAMILY TRUST
5060 SATURDAY PL
COCOA FL 32926-2536

MOLE, JACKIE
6068 RED STAG DR
PORT ORANGE FL 32128-6980

MUNN, VERMONT
216 GRACE AVE
COCOA FL 32922-

NEW WAY AUTO LLC
1411 W KING ST
COCOA FL 32922-8623

PARADISE COOLJC INC
992 DEMARET DR
ROCKLEDGE FL 32955-2333

PATTERSON, GWENDOLYN
TUCKER, TARITA
3815 E LAKE VIEW BLVD
COCOA FL 32926-4156

PETRUCCI, ANNA M
ANDERSON, HORACE GREGORY,JR
128 VIRGINIA AVE
COCOA FL 32922-8634

PIRES, CARLOS MANUEL,SR
41 BURBANK DR
PALM COAST FL 32137-9485

PLOWMAN-RENDER, LESLEY ROSALEE
148 RUTH AVE
COCOA FL 32922-8629

PLOWMAN-RENDER, LESLEY ROSALEE
148 RUTH ST
COCOA FL 32922-

PROMOTRADE USA INC
622 NW SAN CANDIDO WAY
PORT SAINT LUCIE FL 34986-1740

ROGER C VAUGHN REVOCABLE TRUST NUMBER 1
PO BOX 321202
COCOA BEACH FL 32932-1202

SARTORI, THOMAS
108 GRACE AVE
COCOA FL 32922-8608

SASNETT, PEARL SOLOMON TRUSTEE
137 VIRGINIA AVE
COCOA FL 32922-8655

SASNETT, PEARL SOLOMON TRUSTEE
137 VIRGINIA AVE
COCOA FL 32922-

SMITH, FRED HARRIS SR
119 VIRGINIA AVE
COCOA FL 32922-

SMITH, WILLIE LEE
SMITH, LAURA D
516 ROBERTS ST
MELBOURNE FL 32901-

STRADFORD, CHRISTINE F
1240 THOR AVE
COCOA FL 32922-8631

THAIS SVB LLC
3495 5TH N AVE N
SAINT PETERSBURG FL 33713-9010

TRANCHIDA, SALVATORE C
HUND, KAREN W
1505 MONTE CARLO CT
MERRITT ISLAND FL 32952-5665

WARING, EMMANUEL
WARING, LAQUITA
212 GRACE AVE
COCOA FL 32922-6125

WARLOCKS REALTY LLC
1325 W KING ST
COCOA FL 32922-8693

WILLIAMS, JERRON
WILLIAMS, KAREN J
145 VIRGINIA AVE
COCOA FL 32922-8655

WILLIAMS, KIMBERLY J
SMITH, CARL,III
495 STONE ST
COCOA FL 32922-7403

YSM 1001 PROPERTIES LLC
1301 JACKSON ST
COCOA FL 32922-6188

ORDINANCE NO. 12-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 0.9 ACRES, MORE OR LESS, AND LOCATED GENERALLY SOUTH OF SR 520, WEST OF RUTH STREET, EAST OF VIRGINIA AVENUE, AND NORTH OF JACKSON STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), TO CITY OF COCOA SINGLE-FAMILY RESIDENTIAL (RU-1-7); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the subject properties were annexed into the City of Cocoa via Ordinance 11-2004 and a Low Density Residential (LDR) Future Land Use designation was assigned to such properties; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Cocoa.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County Zoning Single-Family Residential (RU-1-

9) to City of Cocoa Single Family Residential (RU-1-7) for the parcels of real property identified by Tax Account Nos. 2424521 and 3042211 as further depicted on **Exhibit "A,"** attached hereto and incorporated herein by this reference. City Staff are hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2026.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT, CMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____

EXHIBIT A

LEGAL DESCRIPTION

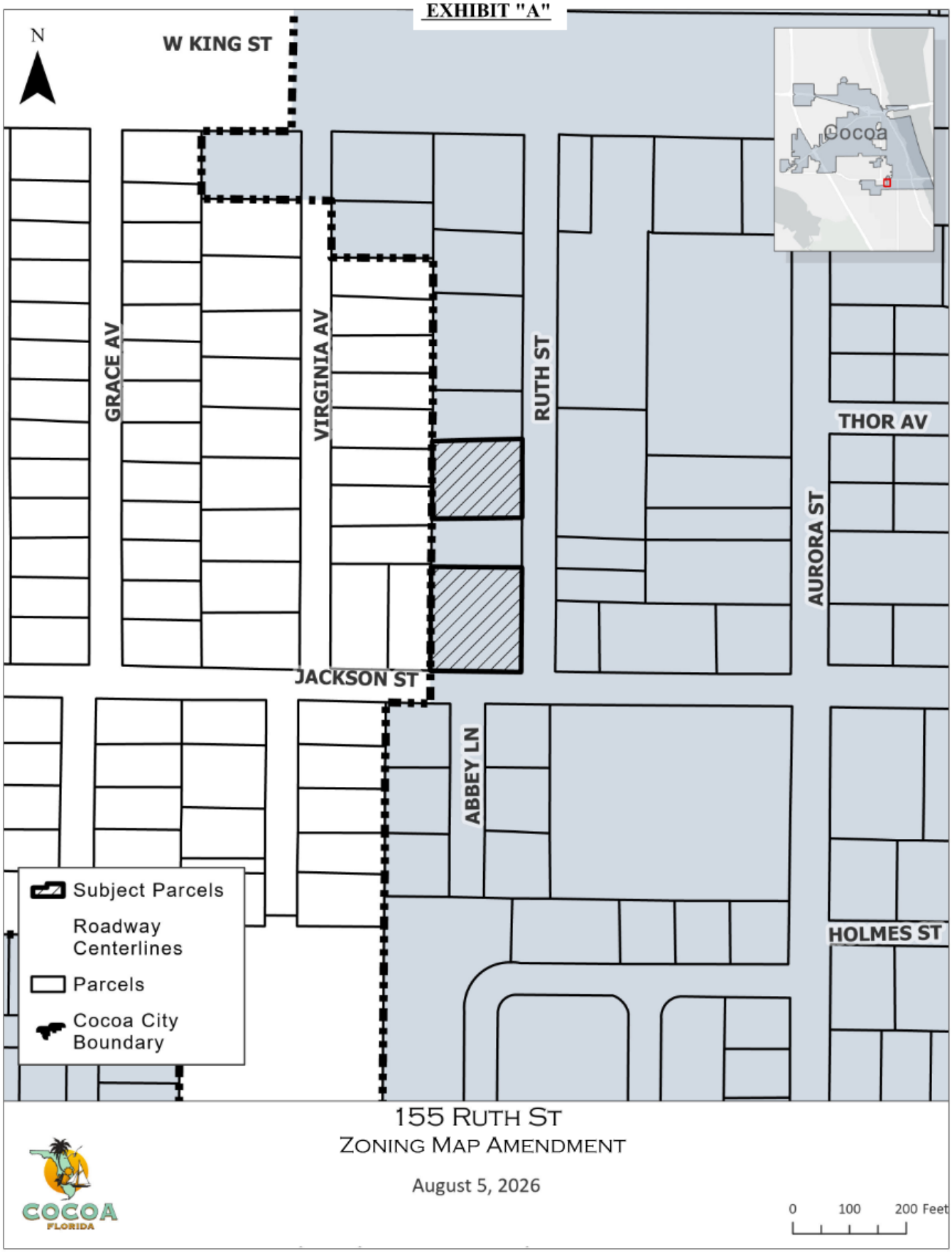
(PARCEL 1)

PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PINE ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, GO SOUTHERLY ALONG THE EAST LINE OF SAID PINE ACRES SUBDIVISION A DISTANCE OF 475 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID EAST LINE OF PINE ACRES SUBDIVISION, A DISTANCE OF 125 FEET; THENCE GO EASTERLY, PARALLEL TO THE NORTH LINE OF BLOCK 4 OF PINE GROVE PARK SUBDIVISION, A DISTANCE OF 140 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF RUTH STREET; THENCE GO NORTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE OF RUTH STREET, A DISTANCE OF 125 FEET; THENCE GO WESTERLY PARALLEL TO THE NORTH LINE OF BLOCK 4 OF PINE GROVE PARK, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING.

(PARCEL 2)

PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PINE ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, GO SOUTHERLY ALONG THE EAST LINE OF SAID PINE ACRES SUBDIVISION A DISTANCE OF 675 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE EAST LINE OF PINE ACRES SUBDIVISION, A DISTANCE OF 159.07, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE GO EASTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 140 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET WITH THE WEST RIGHT-OF-WAY LINE OF RUTH STREET; THENCE GO NORHTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF RUTH STREET, A DISTANCE OF 159.07 FEET TO THE SOUTHEAST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 674, PAGE 380, PUBLIC RECORDS OF

BREVARD COUNTY, FLORIDA; THENCE GO WESTERLY, PARALLEL TO THE NORTH



ORDINANCE NO 11-2004.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ANNEXING APPROXIMATELY 26 ACRES OF REAL PROPERTY GENERALLY LOCATED SOUTH AND NORTH OF STATE ROAD 520 AND EAST OF VIRGINIA AVENUE TO THE WESTERN BOUNDARY OF THE CURRENT CORPORATE LIMITS, OF WHICH THE RESIDENTIAL AREA IS GENERALLY KNOWN AS PINEGROVE SUBDIVISION; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR A REFERENDUM FOR APPROVAL BY THE REGISTERED ELECTORS OF THE AREA PROPOSED TO BE ANNEXED; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, and has met all other requirements of Chapter 171, Florida Statutes, including but not limited to the prerequisites for annexation; and

WHEREAS, the City Council has determined that the annexation of the properties within the Subject Area have met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Cocoa Comprehensive Plan, Charter, and City Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Cocoa, the City Council of the City of Cocoa desires to annex the real property generally described below into the municipal boundaries of the City of Cocoa; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Cocoa, contained in Cocoa Charter, Article 1, Section 1, shall be redefined to include the subject real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Annexation of Real Property. The real property shall be, and is hereby annexed into the City of Cocoa, Florida. This real property is described in Exhibit "A" and illustrated in Exhibit "B". The real property shall be known as existing within the boundaries of the City of Cocoa, Florida, from the effective date of this ordinance.

Section 2. Referendum by Registered Electors. This ordinance proposing to annex the property herein described to the corporate limits to the City of Cocoa shall be submitted to a vote of the registered electors of the area herein proposed to be annexed. The referendum for annexation shall be held May 18, 2004, with a ballot in a form substantially similar to that set forth in Exhibit "C" which is attached hereto and incorporated herein by this reference. Such election shall be held in conformity with the laws and ordinances now in effect and in conformance with the provisions of Chapter 171, Florida Statutes.

Section 3. City Boundaries Redefined; Cocoa Charter Amended. Pursuant to Section 166.031(3), Florida Statutes, and Section 171.091, Florida Statutes, the City of Cocoa Charter, Article 1, Section 1, is hereby amended to redefine the corporate boundaries of the City of Cocoa to include real property described in Section 1 of this Ordinance. The City Clerk shall file the revised Cocoa Charter, Article 1, Section 1, with the Department of State within thirty (30) days of the effective date of this Ordinance.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of conflict.

Section 5. Severability. Should any section or provision of this Ordinance, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not effect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 6. Effective Date. This ordinance shall become effective ten (10) days after the referendum, providing that there is a majority vote for annexation by the registered electors of the area proposed herein to be annexed.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of April, 2004.

Judy Parrish, Mayor

ATTEST

Joan Clark, City Clerk

First Reading: March 23, 2004
Second Reading: April 13, 2004
Effective Date: May 28, 2004

EXHIBIT "A"
Legal Description

The subject property is generally described as an area located in Section 32, Township 24 South, Range 36 East, Brevard County, Florida being more particularly described as follows:

BEGIN at the intersection of the East line of the Northwest ¼ of said Section 32 with the North right of way line of State Road No. 520, said point being the ***Point of Beginning***; thence run N 89°31'55" W, along said North right of way line, a distance of 295.16 feet to a point of right of way transition; thence run N 00°28'05" E, along said transition, a distance of 27.50 feet to the Southeast corner of Lot 32 of the PLAT OF SUBDIVISION OF BLOCK NO. 1 OF PINE GROVE PARK, recorded in Plat Book 9, Page 34 of the public records of Brevard County, Florida; thence run N 00°07'56" W, along the East line of said lot, a distance of 132.80 feet to a point on the South line of the North 118.66 feet of said Lot 32; thence run N 89°59'23" W, along said South line and its Westerly extension, a distance of 170.60 feet; thence run S 00°23'58" E, a distance of 132.33 feet to a point on the North right of way line of State Road No. 520; thence run N89°28'34"W along said North right of way, a distance of 989.00 feet to a point on the Southwest corner of Lot 17 of said PINE GROVE PARK subdivision; thence run S00°28'13"W, a distance of 200.00 feet to a point on the South right of way line of State Road No. 520; thence run N 89°42'30" W, a distance of 141.55 feet to a point on the Northwest corner of Lot 1 of the PLAT OF PINE ACRES, recorded in Plat Book 9, Page 46 of the public records of Brevard County, Florida; thence run S 00°17'30" W, along the West line of said Lot 1, a distance of 110.00 feet to a point on the Southwest corner of said Lot 1; thence run S 89°42'30"E, a distance of 350.00 feet to a point on the Southeast corner of Lot 11 of said PLAT OF PINE ACRES; thence run S 00°17'30" W, a distance of 774.70 feet to a point on the South right of way line of Jackson Street; thence run S89°37'15"E, along said South right of way line, a distance of 615.00 feet to a point on the East right of way line of Aurora Street; thence run S 00°09'20" W, along the said East right of way line, a distance of 498.80 feet to a point on the North line of Block "A", PINEGROVE PARK, UNIT NO. 2, FIRST ADDITION, as recorded in Plat Book 17, Page 88, public records of Brevard County, Florida; thence run S 89°37'15" E, a distance of 641.52 feet to a point on the East line of the Northeast ¼ of the Southwest ¼ of said Section 32; thence run N 00°07'55" W along the East line of said quarter section and the East line of the Southeast ¼ of the Northwest ¼ of sad Section 32, a distance of 1180.90 feet to a point which is the Easterly projection of the South line of a tract of land described in Deed Book 344, Page 182 of the public records of Brevard County, Florida; thence run N89°31'55"W, along said line, a distance of 230.00 feet to a point on the Southwest corner of the tract of land described in Deed Book 344, Page 182 of the public records of Brevard County, Florida; thence run N 00°07'55" W, along said tract of land, a distance of 200.00 feet to a point on the South right of way line of State Road No. 520; thence run S89°31'55"E, a distance of 230.00 feet to a point on the East line of the Southeast ¼ of the Northwest ¼ of said Section 32; thence run N 00°07'55" W, along the East line of said quarter section, a distance of 172.50 feet to a point on the North right of way line of State Road No. 520, said point being the ***Point of Beginning***.

Containing 39.51 acres more or less.

EXHIBIT "B"

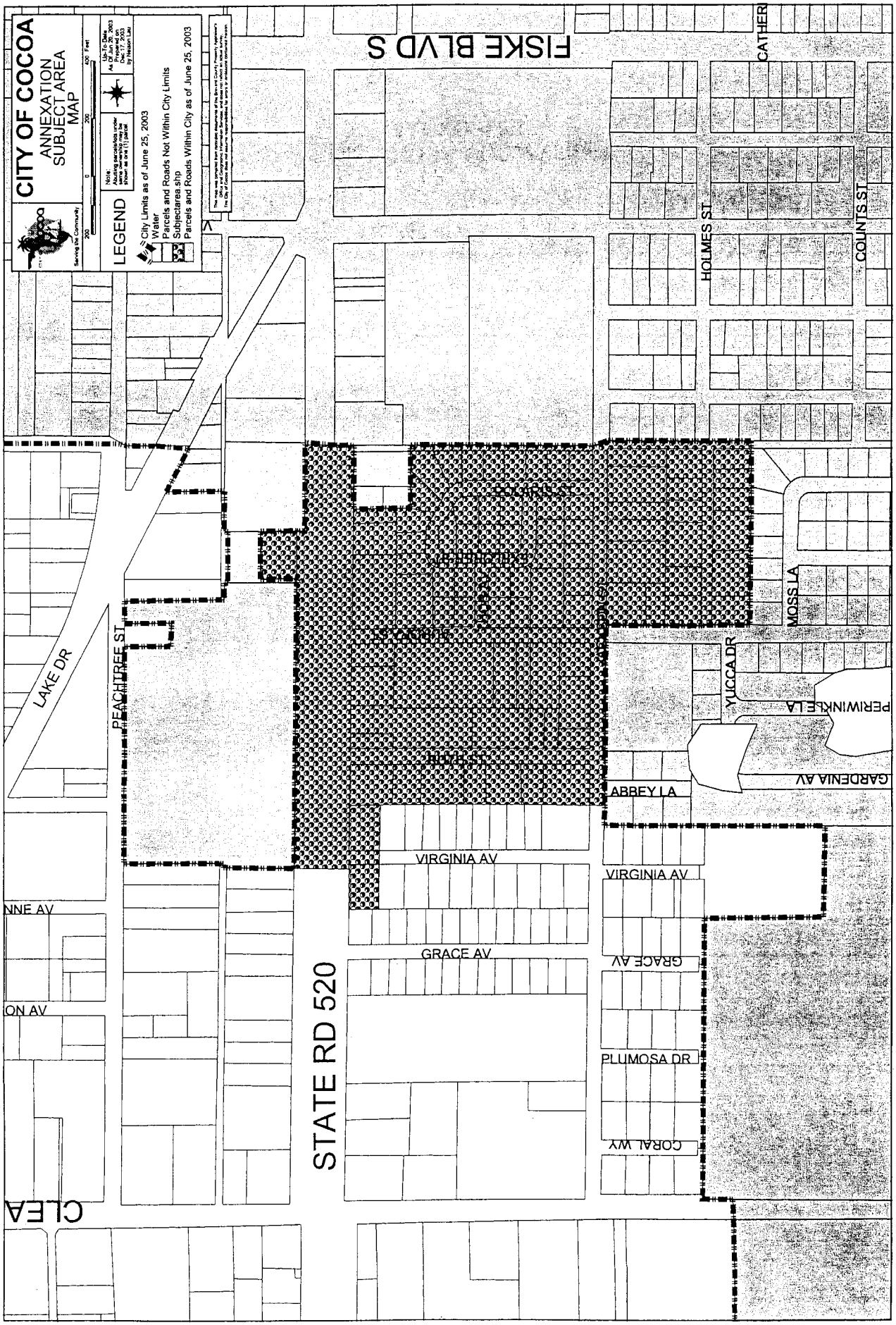

CITY OF COCOA
ANNEXATION
SUBJECT AREA
MAP
LEGEND
City Limits as of June 25, 2003
Water
Parcels and Roads Not Within City Limits
Subjectarea.shp
Parcels and Roads Within City as of June 25, 2003
FISKE BLVD S
HOLMES ST
COUNTS ST
LAKE DR
PEACHTREE ST
MOSS LA
YUCCA DR
PERIWINKLE LA
GARDENIA AV
ABBEY LA
VIRGINIA AV
GRACE AV
PLUMOSA DR
CORAL WY
STATE RD 520

EXHIBIT "C"

PINEGROVE
ANNEXATION REFERENDUM

The City of Cocoa has adopted Ordinance No. 11-2004 calling for annexation to the City of Cocoa of certain land located adjacent to the City generally known as the Pinegrove Subdivision. Annexation will not occur unless a majority of the registered electors casting ballots in the area proposed to be annexed approve the annexation.

_____ For annexation of property described in Ordinance No. 11-2004 of the City of Cocoa

_____ Against annexation of property described in Ordinance No. 11-2004 of the City of Cocoa

CERTIFICATE OF COUNTY CANVASSING BOARD

STATE OF FLORIDA **COUNTY OF BREVARD**

We, the undersigned, George B. Turner, County Court Judge, Fred D. Galey, Supervisor of Elections, and Sue Carlson, Member of the Board of County Commissioners, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 18th day of May, 2004, and proceeded publicly to canvass the votes given for the **CITY OF COCOA SPECIAL MAIL BALLOT ANNEXATION ELECTION** held on the 18th day of May, A.D., 2004 as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For Pinegrove Annexation Referendum the whole number of votes cast was 46 of which number

For annexation of property described in Ordinance No. 11-2004 of the City of Cocoa received 32 votes

Against annexation of property described in Ordinance No. 11-2004 of the City of Cocoa received 14 votes

COUNTY COURT JUDGE

SUPERVISOR OF ELECTIONS

(SEAL)

MEMBER, BOARD OF COUNTY COMMISSIONERS

REPORT ON CONDUCT OF ELECTION

(Section 102.141(6), F.S.)

Brevard County, Florida

CITY OF COCOA SPECIAL MAIL BALLOT ELECTION.....May 18, 2004

1. Did you have any problems which occurred as a result of equipment malfunctions either at the precinct level or at a counting location?

☐ YES ☒ NO

If yes, please explain: _____

_____

_____

2. Did you have any difficulties or unusual circumstances encountered by an election board or the canvassing board?

☐ YES ☒ NO

If yes, please explain: _____

_____

_____

3. Do you know of any other problems which the canvassing board feels should be made a part of the official election record?

☐ YES ☒ NO

If yes, please explain: _____

_____

_____

County Court Judge

Supervisor of Elections

Member, Board of County Commissioners

May 18, 2004

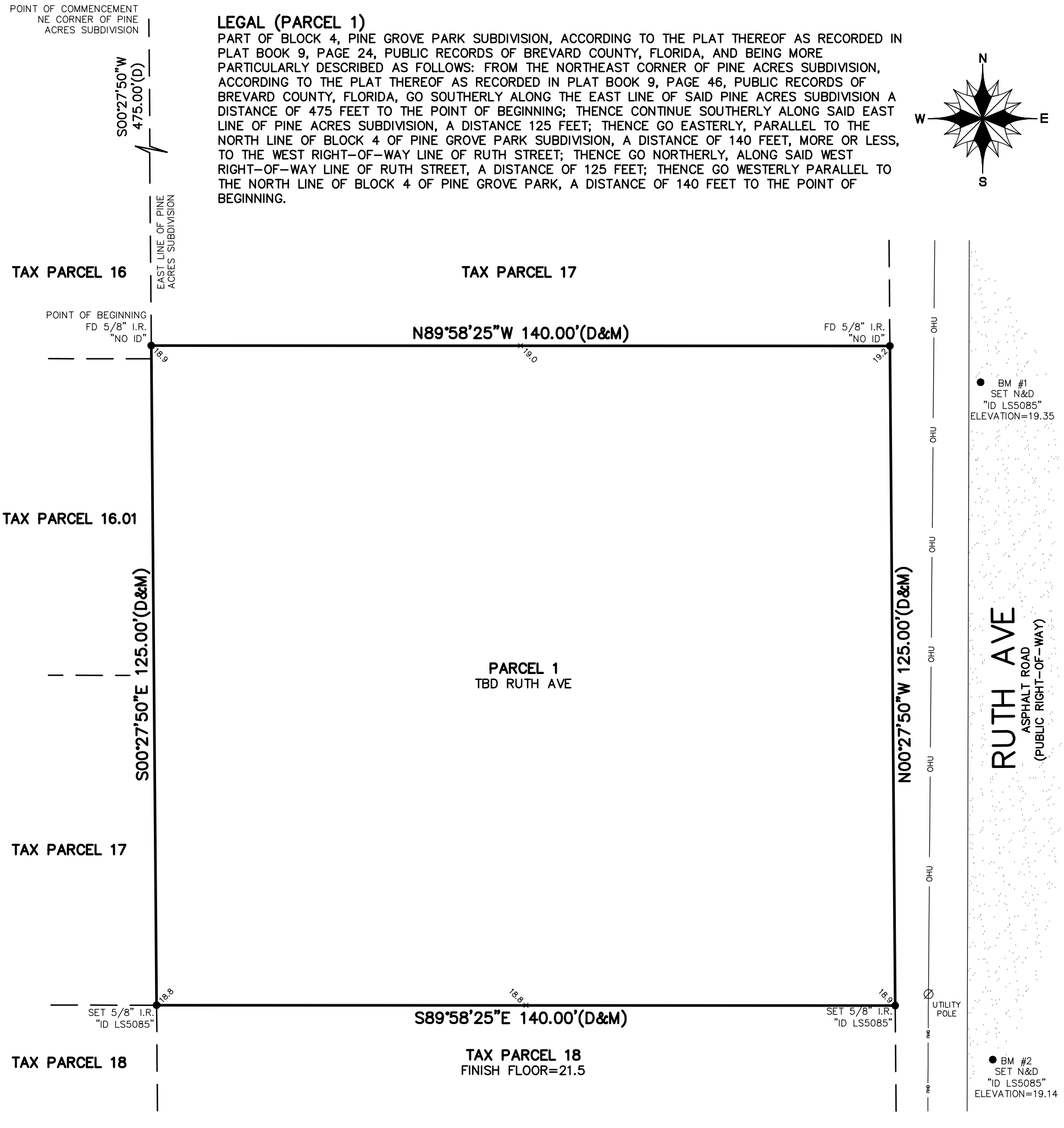
Date Signed

NOTE: This report must be filed at the same time that the results are certified to the Division of Elections. (Not later than 5 p.m. on the 7th day after an election.)

DS-DE 81 (Rev. 9/97)

LEGAL (PARCEL 1)

PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PINE ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, GO SOUTHERLY ALONG THE EAST LINE OF SAID PINE ACRES SUBDIVISION A DISTANCE OF 475 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID EAST LINE OF PINE ACRES SUBDIVISION, A DISTANCE 125 FEET; THENCE GO EASTERLY, PARALLEL TO THE NORTH LINE OF BLOCK 4 OF PINE GROVE PARK SUBDIVISION, A DISTANCE OF 140 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF RUTH STREET; THENCE GO NORTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE OF RUTH STREET, A DISTANCE OF 125 FEET; THENCE GO WESTERLY PARALLEL TO THE NORTH LINE OF BLOCK 4 OF PINE GROVE PARK, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING.



NOTE
ELEVATIONS BASED ON NAVD88

DocuSigned by:
Myron Barker, PLS 5085
F3A398E3C3764FF...

MYRON E. BARKER License Number 5085 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE
MYRON E. BARKER – FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 6586

LEGEND

(AKA)	=	ALSO KNOWN AS
BM	=	BENCHMARK
℄	=	CENTERLINE
CBS	=	CONCRETE BLOCK STRUCTURE
CLF	=	CHAIN LINK FENCE
CH	=	CHORD
CM	=	CONCRETE MONUMENT
CONC.	=	CONCRETE
COR.	=	CORNER
(D)	=	DEEDED
DEL	=	DELTA
FD	=	FOUND
ID	=	IDENTIFICATION
I.P.	=	IRON PIPE
I.R.	=	IRON ROD
L	=	LENGTH
LB	=	LICENSE BUSINESS
LS	=	LICENSE SURVEYOR
(M)	=	MEASURED
N&D	=	NAIL & DISK
(P)	=	PLATTED
PC	=	POINT OF CURVATURE
PT	=	POINT OF TANGENCY
PL	=	PROPERTY LINE
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
PRC	=	POINT OF REVERSE CURVE
P.U.&D.	=	PUBLIC UTILITY & DRAINAGE
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
(TYP.)	=	TYPICAL
WF	=	WOOD FENCE

SURVEYOR'S NOTES:

1) THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF N.00°27'50"W., ALONG THE WEST RIGHT-OF-WAY LINE OF RUTH AVE.

2) AS PER FLOOD INSURANCE RATE MAP NO.12009C 425 G, INDEX DATED 03-17-2014, THE ABOVE DESCRIBED PROPERTY LIES IN ZONE X.

3) THIS SURVEY WAS PREPARED FROM TITLE INFORMATION PROVIDED TO THE SURVEYOR. THERE MAY BE ADDITIONAL RESTRICTIONS OR EASEMENTS THAT AFFECT THE PROPERTY.

4) UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.

5) LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHER THROUGH APPROPRIATE TITLE VERIFICATION.

6) NOT VALID WITHOUT A SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TYPE OF SURVEY: **BOUNDARY SURVEY**
PROJECT: **26-1786**
SCALE: 1" = 20'
DATE: 06/24/2026
CAD FILE: 26-1786.DWG
F.B. NUMBER:
REVISION:

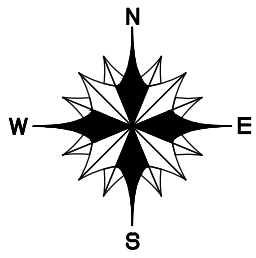
PRECISION LAND SURVEYING, INC.
2900 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935
PHONE: 321-259-4600
EMAIL: PRECISIONSURVEYING1993@GMAIL.COM

CERTIFIED TO:
SOTARE CORPORATION DBA
GOSHEN CONSTRUCTION FIRM

PRECISION LAND SURVEYING, INC.© 26-1786 June 25, 2026 8:01 AM

LEGAL (PARCEL 2)

THE NORTH HALF OF THE FOLLOWING PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PINE ACRES SUBDIVISIDN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, GO SOUTHERLY ALONG THE EAST LINE OF SAID PINE ACRES SUBDIVISION A DISTANCE OF 675 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE EAST LINE OF PINE ACRES SUBDIVISION, A DISTANCE OF 159.07, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE GO EASTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 140 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET WITH THE WEST RIGHT-OF-WAY LINE OF RUTH STREET; THENCE GO NORTHERLY ALONG THE WEST RIGHT-OF-WAY PINE OF RUTH STREET, A DISTANCE OF 159.07 FEET TO THE SOUTHEAST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 674, PAGE 380, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE GO WESTERLY, PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING.



POINT OF COMMENCEMENT
NE CORNER OF PINE ACRES SUBDIVISION

S00°27'50"W 675.00'(D)

EAST LINE OF PINE ACRES SUBDIVISION

TAX PARCEL 18

POINT OF BEGINNING
SET 5/8" I.R.
"ID LS5085"

TAX PARCEL 18
FINISH FLOOR=21.5

N89°58'25"W 140.00'(D)

SET 5/8" I.R.
"ID LS5085"

BM #1
SET N&D
"ID LS5085"
ELEVATION=18.99

S00°27'50"E 79.535'(D&M)

N00°27'50"W 79.535'(D&M)

NORTH HALF OF PARCEL 2

TBD RUTH AVE

S00°27'50"E 159.07'(D&M)

N00°27'50"W 159.07'(D&M)

S89°58'25"E 140.00'(D)

TAX PARCEL 19.01

REMAINDER OF PARCEL 2

RUTH AVE
ASPHALT ROAD
(PUBLIC RIGHT-OF-WAY)

UTILITY POLE

FIRE HYDRANT

FD 1/2" I.R.
"ID LS6545"

SET 5/8" I.R.
"ID LS5085"

S89°58'25"E 140.00'(D)

JACKSON STREET
ASPHALT ROAD
(50' PUBLIC RIGHT-OF-WAY)

DocuSigned by:
Myron Barker, PLS 5085
F3A398E3C3764FF...

MYRON E. BARKER License Number 5085 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE
MYRON E. BARKER – FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB 6586

NOTE
ELEVATIONS BASED ON NAVD88

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(AKA)	=	ALSO KNOWN AS
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2) AS PER FLOOD INSURANCE RATE MAP NO.12009C 0425 G, INDEX DATED 03-17-2014, THE ABOVE DESCRIBED PROPERTY LIES IN ZONE X.

3) THIS SURVEY WAS PREPARED FROM TITLE INFORMATION PROVIDED TO THE SURVEYOR. THERE MAY BE ADDITIONAL RESTRICTIONS OR EASEMENTS THAT AFFECT THE PROPERTY.

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TYPE OF SURVEY:
BOUNDARY SURVEY

PROJECT:
26-1785A

SCALE: 1" = 20'
DATE: 06/24/2026
CAD FILE: 26-1785.DWG
F.B. NUMBER:
REVISION:
06/28/26-LOT SPLIT

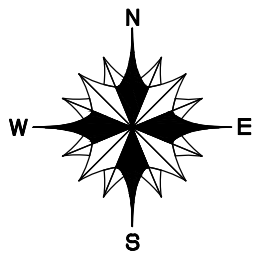
PRECISION
LAND SURVEYING, INC.
2900 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935
PHONE: 321-259-4600
EMAIL: PRECISIONSURVEYING1993@GMAIL.COM

CERTIFIED TO:
SOTARE CORPORATION DBA GOSHEN CONSTRUCTION FIRM

PRECISION LAND SURVEYING, INC.© 26-1785 June 28, 2026 12:23 PM

LEGAL (PARCEL 2)

THE SOUTH HALF OF THE FOLLOWING PART OF BLOCK 4, PINE GROVE PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 24, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF PINE ACRES SUBDIVISIDN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, GO SOUTHERLY ALONG THE EAST LINE OF SAID PINE ACRES SUBDIVISION A DISTANCE OF 675 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE EAST LINE OF PINE ACRES SUBDIVISION, A DISTANCE OF 159.07, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE GO EASTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 140 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET WITH THE WEST RIGHT-OF-WAY LINE OF RUTH STREET; THENCE GO NORTHERLY ALONG THE WEST RIGHT-OF-WAY PINE OF RUTH STREET, A DISTANCE OF 159.07 FEET TO THE SOUTHEAST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 674, PAGE 380, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE GO WESTERLY, PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING.



POINT OF COMMENCEMENT
NE CORNER OF PINE ACRES SUBDIVISION

S00°27'50"W 675.00'(D)

EAST LINE OF PINE ACRES SUBDIVISION

TAX PARCEL 18

POINT OF BEGINNING
SET 5/8" I.R.
"ID LS5085"

TAX PARCEL 18
FINISH FLOOR=21.5

N89°58'25"W 140.00'(D)

SET 5/8" I.R.
"ID LS5085"

18.2 18.4 18.7

BM #1
SET N&D
"ID LS5085"
ELEVATION=18.99

REMAINDER OF PARCEL 2

N89°58'25"W 140.00'(D)

N00°27'50"W 159.07'(D&M)

S00°27'50"E 159.07'(D&M)

TAX PARCEL 19.01

SOUTH HALF OF PARCEL 2
TBD RUTH AVE

S00°27'50"E 79.535'(D&M)

N00°27'50"W 79.535'(D&M)

UTILITY POLE

FIRE HYDRANT

RUTH AVE
ASPHALT ROAD
(PUBLIC RIGHT-OF-WAY)

FD 1/2" I.R.
"ID LS6545"

19.4 19.2

S89°58'25"E 140.00'(D)

SET 5/8" I.R.
"ID LS5085"

JACKSON STREET
ASPHALT ROAD
(50' PUBLIC RIGHT-OF-WAY)

DocuSigned by:
Myron Barker, PLS 5085
F3A388E3C3764FF...

MYRON E. BARKER License Number 5085 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE
MYRON E. BARKER – FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB 6986

NOTE
ELEVATIONS BASED ON NAVD88

LEGEND

(AKA)	=	ALSO KNOWN AS
BM	=	BENCHMARK
℄	=	CENTERLINE
CBS	=	CONCRETE BLOCK STRUCTURE
CLF	=	CHAIN LINK FENCE
CH	=	CHORD
CM	=	CONCRETE MONUMENT
CONC.	=	CONCRETE
COR.	=	CORNER
(D)	=	DEEDED
DEL	=	DELTA
FD	=	FOUND
ID	=	IDENTIFICATION
I.P.	=	IRON PIPE
I.R.	=	IRON ROD
L	=	LENGTH
LB	=	LICENSE BUSINESS
LS	=	LICENSE SURVEYOR
(M)	=	MEASURED
N&D	=	NAIL & DISK
(P)	=	PLATTED
PC	=	POINT OF CURVATURE
PT	=	POINT OF TANGENCY
PL	=	PROPERTY LINE
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
PRC	=	POINT OF REVERSE CURVE
P.U.&D.	=	PUBLIC UTILITY & DRAINAGE
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
(TYP.)	=	TYPICAL
WF	=	WOOD FENCE

SURVEYOR'S NOTES:

1) THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF N.00°27'50"E., ALONG THE WEST RIGHT-OF-WAY LINE OF RUTH AVE.

2) AS PER FLOOD INSURANCE RATE MAP NO.12009C 0425 G, INDEX DATED 03-17-2014, THE ABOVE DESCRIBED PROPERTY LIES IN ZONE X.

3) THIS SURVEY WAS PREPARED FROM TITLE INFORMATION PROVIDED TO THE SURVEYOR. THERE MAY BE ADDITIONAL RESTRICTIONS OR EASEMENTS THAT AFFECT THE PROPERTY.

4) UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.

5) LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHER THROUGH APPROPRIATE TITLE VERIFICATION.

6) NOT VALID WITHOUT A SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TYPE OF SURVEY:
BOUNDARY SURVEY

PROJECT:
26-1785B

SCALE: 1" = 20'
DATE: 06/24/2026
CAD FILE: 26-1785.DWG
F.B. NUMBER:
REVISION:
06/28/26-LOT SPLIT

PRECISION
LAND SURVEYING, INC.
2900 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935
PHONE: 321-259-4600
EMAIL: PRECISIONSURVEYING1993@GMAIL.COM

CERTIFIED TO:
SOTARE CORPORATION DBA GOSHEN CONSTRUCTION FIRM

PRECISION LAND SURVEYING, INC.© 26-1785 June 28, 2026 12:23 PM

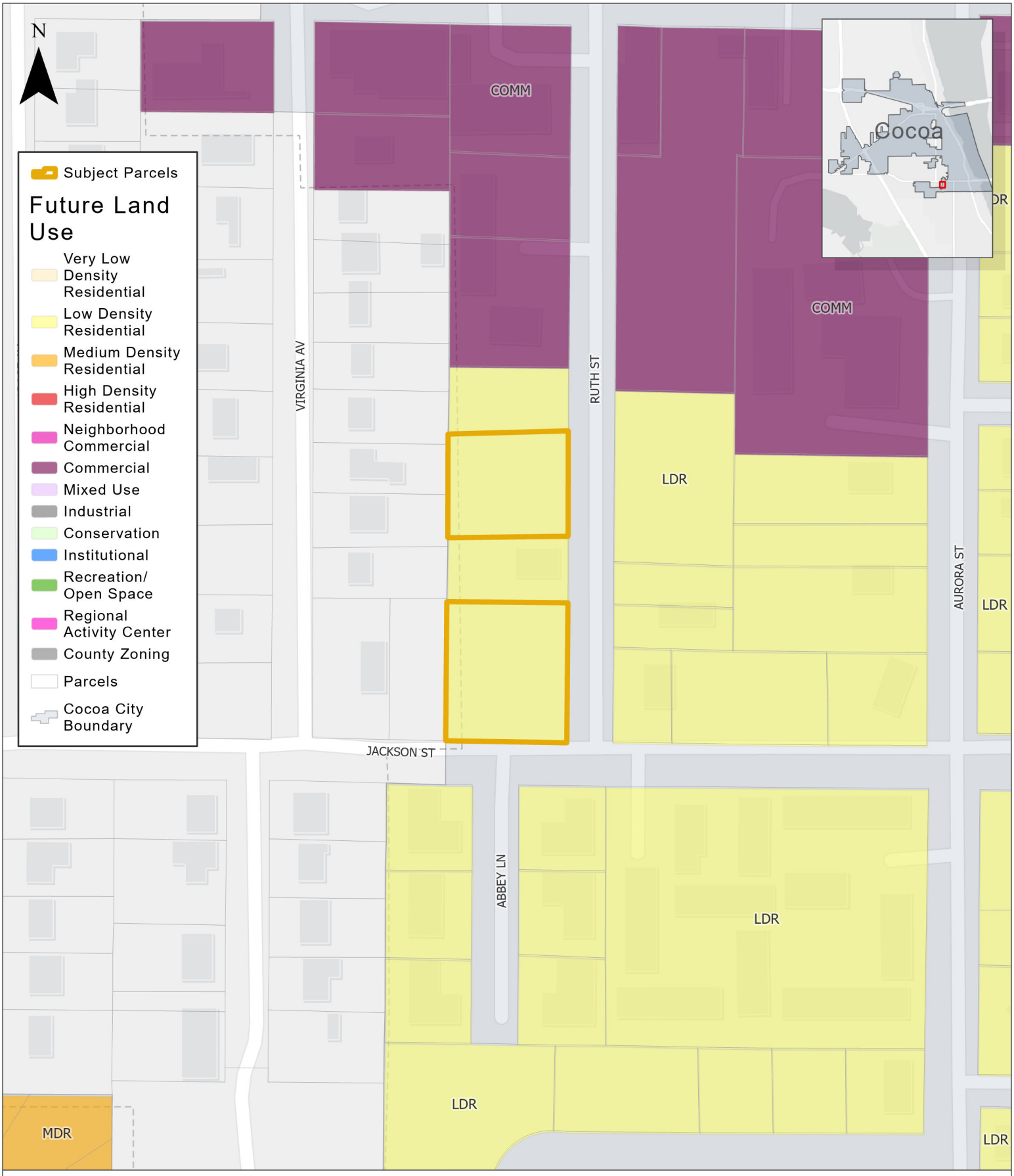


115 Ruth St
Location

COCOA FLORIDA

July 16, 2026

0 100 200 Feet

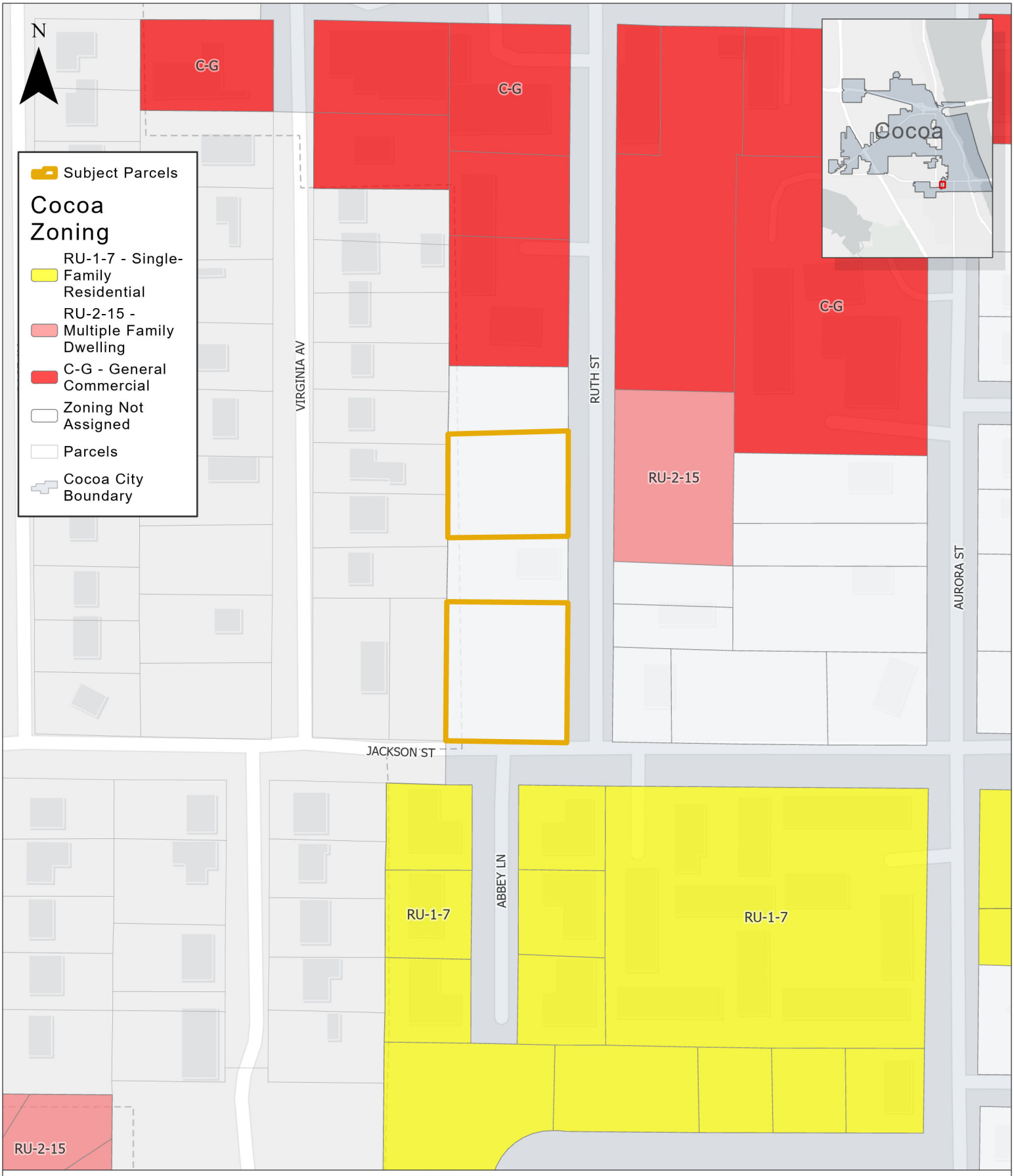


115 Ruth St
Future Land Use

July 16, 2026

0 100 200 Feet

Path: P:\Documents\ArcGIS\Projects\155 Ruth St\155 Ruth St.aprx



115 Ruth St
Zoning

July 16, 2026

0 100 200 Feet

Path: P:\Documents\ArcGIS\Projects\155 Ruth St\155 Ruth St.aprx

CITY OF COCOA
Notice of public hearing

NOTICE IS HEREBY GIVEN THAT

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY

AND THE COCOA CITY COUNCIL

PROPOSE TO CONSIDER THE ADOPTION OF THE FOLLOWING ORDINANCE:

ORDINANCE 12-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 0.9 ACRES, MORE OR LESS, AND LOCATED GENERALLY SOUTH OF SR 520, WEST OF RUTH STREET, EAST OF VIRGINIA AVENUE, AND NORTH OF JACKSON STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), TO CITY OF COCOA SINGLE-FAMILY RESIDENTIAL (RU-1-7); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



Location Map

City Council Second Reading

PUBLIC HEARING WILL BE HELD ON

August 25, 2026

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT

65 STONE STREET, COCOA, FLORIDA 32922

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped.In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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 BOA, P&Z Board/LPA or 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.

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

Documents pertaining to the above may also be inspected at the Community Services Department between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://www.cocoafl.gov/291/20338/City-Meetings

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

BRE44481716

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: August 25, 2026
Ordinance Number: 12-2026
Posted to Webpage: August 14, 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY, TOTALING 0.9 ACRES, MORE OR LESS, AND LOCATED GENERALLY SOUTH OF SR 520, WEST OF RUTH STREET, EAST OF VIRGINIA AVENUE, AND NORTH OF JACKSON STREET, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9), TO CITY OF COCOA SINGLE-FAMILY RESIDENTIAL (RU-1-7); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are <u>not</u> required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not

limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

X a.Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243.

_ b.Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

__ c. Sections 190.005 and 190.046.

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

Part II.

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

_____

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:

_____

Part IV. Additional Information the City Council may find useful (if any):

CITY COUNCIL AGENDA ITEM

Memo Date:	August 12, 2026
Agenda Date:	August 25, 2026
File ID:	2026-705
Prepared By:	Susan Lambert, Police Administrative Technician
Through:	Evander Collier, Police Chief
Requested Action:	Council to approve a resolution amending the FY 2026 Budget, BAF 26-096-A, to accept the 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Award, JAG 15PBJA-25-GG-02953-JAGX-163503-FAW-191745, in the amount of $18,159, project number GR2603.

BACKGROUND:

The 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) was announced on March 13, 2026, in the amount of $18,159.

This grant is a two-year grant, awards of less than $25,000, but can be extended for a period of up to two years. The Police Department intends to use the funds to address violent crime by purchasing up to four cameras to focus on violent crime in the "hot spot" areas of the City.

The Police Department requests public comment and City Council's consideration, while also requesting authorization for the Grants writer to submit on the City's behalf. This grant opened officially October 1, 2024.

When the Department was notified of the award, we immediately determined that we would need to file for a modification because the project area for the grant was mistakenly applied for license plate reader cameras instead of surveillance cameras for the "hot spot" areas in the City.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

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

Source/Use of Funds 15PBJA-25-GG-02953-JAGX

Account Number	Amount	Project #
001-0000-331.20-36	($18,159)	GR2603
001-2100-521.56-42	$18,159	GR2603

PREVIOUS ACTION:
Council approved the application process on April 14, 2026, agenda item 2026-241.

RECOMMENDED MOTION:
Council to approve a resolution amending the FY 2026 Budget, BAF 26-096-A, to accept the 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Award, JAG 15PBJA-25-GG-02953-JAGX-163503-FAW-191745, in the amount of $18,159, project number GR2603.

Good morning. The JAG Grant has been awarded. See email below.

Best Regards,

Gregory Browder
Economic Development Specialist & Grants Writer
Phone: (321) 433-8684
E-Mail: gbrowder@cocoafl.gov
Address: 65 Stone Street • Cocoa, FL 32922
Website: www.CocoaFL.gov

From: do-not-reply@usdoj.gov <do-not-reply@usdoj.gov>
Sent: Friday, July 31, 2026 9:46 PM
To: Monique Drew <mdrew@cocoafl.gov>; Monique Drew <mdrew@cocoafl.gov>; Gregory Browder <gbrowder@cocoafl.gov>
Subject: DOJ Justice Grants System - Award Number 15PBJA-25-GG-02953-JAGX Notification

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

JUSTgrants
JUSTICE GRANTS SYSTEM

Congratulations! Application GRANT14621319 submitted under the 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula has been selected for an award. Please log into Justice Grants System (JustGrants) at https://justgrants.usdoj.gov to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF COCOA 65 STONE ST
City, State and Zip:	COCOA, FL 32922
Recipient UEI:	NY71W5M2KSR7

Project Title: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Formula	**Award Number:** 15PBJA-25-GG-02953-JAGX
Solicitation Title: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula	
Federal Award Amount: $18,159.00	**Federal Award Date:** 7/31/26

Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant

Opportunity Category: M
Assistance Listing:
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/27
Budget Period Start Date: 10/1/24	**Budget Period End Date**: 9/30/27

Project Description:

The City of Cocoa, Florida will use FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) funds to enhance public safety by addressing persistent violent crime in identified geographic hot spots through the deployment of advanced technology.

The Cocoa Police Department will procure and deploy up to four Flock Safety automated license plate recognition (ALPR) cameras in strategically selected high-crime areas. These cameras will capture objective vehicle data and provide real-time alerts to law enforcement when vehicles associated with violent offenses, stolen vehicles, or wanted individuals are detected. Primary activities include procurement and installation of ALPR cameras, integration of data into daily law enforcement operations, training of officers and analysts, and ongoing evaluation of system effectiveness.

The project is expected to improve investigative efficiency, increase clearance rates, enhance real-time intelligence sharing, and support more proactive, data-driven policing strategies. The service area includes the City of Cocoa, which serves approximately 20,000 residents and over 2 million annual visitors, resulting in complex public safety demands. Intended beneficiaries include residents, businesses, and visitors, as well as regional law enforcement partners who will benefit from improved information sharing and coordinated response capabilities. No subrecipients are anticipated.

Award Letter

July 31, 2026

Dear Monique Drew,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF COCOA for an award under the funding opportunity entitled 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula. The approved award amount is $18,159.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether

DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type
OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS).

See https://bja.ojp.gov/funding/nepa-guidance for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF COCOA

UEI
NY71W5M2KSR7

Street 1
65 STONE ST

Street 2

City
COCOA

State/U.S. Territory
Florida

Zip/Postal Code
32922

Country
United States

County/Parish

Province

Award Details

Federal Award Date
7/31/26

Award Type
Initial

Award Number
15PBJA-25-GG-02953-JAGX

Supplement Number
00

Federal Award Amount
$18,159.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14621319

Grant Manager Name **Phone Number** **E-mail Address**

Issa Legall	202-679-1274	Issa.Legall@usdoj.gov

Project Title
BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Formula

Performance Period Start Date	Performance Period End Date
10/01/2024	09/30/2027

Budget Period Start Date	Budget Period End Date
10/01/2024	09/30/2027

Project Description

The City of Cocoa, Florida will use FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) funds to enhance public safety by addressing persistent violent crime in identified geographic hot spots through the deployment of advanced technology.

The Cocoa Police Department will procure and deploy up to four Flock Safety automated license plate recognition (ALPR) cameras in strategically selected high-crime areas. These cameras will capture objective vehicle data and provide real-time alerts to law enforcement when vehicles associated with violent offenses, stolen vehicles, or wanted individuals are detected. Primary activities include procurement and installation of ALPR cameras, integration of data into daily law enforcement operations, training of officers and analysts, and ongoing evaluation of system effectiveness.

The project is expected to improve investigative efficiency, increase clearance rates, enhance real-time intelligence sharing, and support more proactive, data-driven policing strategies. The service area includes the City of Cocoa, which serves approximately 20,000 residents and over 2 million annual visitors, resulting in complex public safety demands. Intended beneficiaries include residents, businesses, and visitors, as well as regional law enforcement partners who will benefit from improved information sharing and coordinated response capabilities. No subrecipients are anticipated.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are

incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see “Nondiscrimination provisions and the Religious Freedom Restoration Act,” accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Condition 3
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/

funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6
Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 11
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must

advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with

award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 20
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 23
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 25
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 27
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated

to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 33
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A (“Award Term”) and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit

organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

Condition 34
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35
Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: “This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP

policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41
Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 42
Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 43
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient

agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 44
The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 45
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 46
Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(11)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within

90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 47
As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from expending or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 48
Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 49
Compliance with trauma kit standards
If the recipient uses funds under this award to purchase trauma kits or trauma kit components, the recipient must ensure that the trauma kits purchased meet the performance standards established consistent with 34 U.S.C. § 10202(d), as such standards are in effect at the time of purchase.

Condition 50
Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG, the initial period of performance of the award will be less than four years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total period of performance of four years, pursuant to 34 U.S.C. 10152(f) and in accordance with the Notice of Funding Opportunity (NOFO) associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of OJP.

Condition 51
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.
Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction.
A. For purposes of this condition—
(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—
(a) through any database,
(b) in connection with any law enforcement partnership or task-force,
(c) in connection with any request for law enforcement assistance or -cooperation, or
(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
(4) the term "public disclosure" means any communication or release other than one—
(a) within the recipient, or
(b) to any subrecipient (at any tier) that is a government entity.
B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Condition 52
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—
(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or
(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.

Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an “information-communication restriction.”
3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.
5. Rules of Construction.
A. For purposes of this condition:
(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
(4) “DHS” means the U.S. Department of Homeland Security.
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 53
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of scheduled release
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.
1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.
Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any

State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.
B. Applicability.
(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.
(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Condition 54
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere with statutory law enforcement access to correctional facilities.
Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the United States), and 8 C.F.R. 287.5(a) (under which that power may be exercised "anywhere in or outside" the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
2. Noninterference with statutory law enforcement access to correctional facilities within the funded "program or activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. For purposes of this condition:
(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)
(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—
(a) conviction described in 8 U.S.C. 1227(a)(2), or
(b) conduct described in 8 U.S.C. 1227(a)(4).
(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.
(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—
(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.
(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 55
The recipient understands and agrees that no award funds may be used for any expenses related to public awareness campaigns for an extreme risk protection program.

Condition 56
Extreme risk protection order (ERPO) programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
Recipients who plan to use funding to support ERPO programs must submit a Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv), signed by the principal legal officer, certifying that the ERPO program to be funded satisfies each of the listed requirements prior to the use of award funds for ERPO programs. Funds proposed for ERPO programs may be withheld, pending confirmation of compliance with the terms of this award.

Condition 57
No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 58
Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order. Funds proposed for the purchase of prohibited items may be withheld, pending confirmation of compliance with the terms of this award.

Condition 59
No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's “Blue UAS Cleared List” or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a “covered foreign entity” may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 60
In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras (BWCs) or related expenses for any agency unless that agency has submitted a certification to BJA that it has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for BWCs or related expenses. Funds proposed for the purchase of BWCs or related expenses may be withheld, pending confirmation of compliance with the terms of this award.

Condition 61
Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If the recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Funds proposed for the purchase of body armor may be withheld, pending confirmation of compliance with the terms of this award.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

Condition 62
Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification (ACM) has been issued to remove this condition.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	7/29/26 10:28 PM

Authorized Representative

[X] Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Grant Accountant

Name of Authorized Entity Official
Monique Drew

Signed Date And Time
8/14/2026 12:33 PM

City of Cocoa Budget Adjustment Form FY 2026- 096-PD

Select Adjustment Type: Budget Amendment | Requesting Department #: 2100 | Date Prepared: 8/12/26

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 18,159	001-0000-331.20-36	JAG 2025-25-GG-02953		$ 18,159	GR2603
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 18,159 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 18,159	001-2100-521.56-42	TECHNOLOGY SYSTEMS / JAG 2025-25-GG-02953		$ 18,159	GR2603
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 18,159 Total					

Reason/Justification for Adjustment:

BAF is necessary to amend FY26 budget to accept and expend revenue for JAG grant 15PBJA-25-GG-02953-JAGX, agenda item 2026-705

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-069

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Susan Lambert — Digitally signed by Susan Lambert, DN: cn=Susan Lambert, ou=PD, email=slambert@cocoapolice.com, Date: 2026.08.12 15:12:13 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.08.18 15:08:24 -04'00'
Finance Approval Signature

Finance Director's Signature

Evanda Colbert IV 8/13/26 2:40:14 PM
Department Director's Signature

Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.08.19 10:20:11 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

RESOLUTION NO. 2026-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; 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, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; 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 2025-2026 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 25th day of August 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	August 19, 2026
Agenda Date:	August 25, 2026
File ID:	2026-726
Prepared By:	Frank Mirabito
Through:	Abigail Morgan, Public Works Director
Requested Action:	Accept State Legislative Appropriation for Provost Park Improvements in the amount of $375,000. Approve Resolution 2026-xxx authorizing the City to enter into an agreement for the grant funds.

BACKGROUND:

In October of 2025, staff submitted appropriation requests to our legislative delegates. The request was for $750,000 in appropriation funding to redevelop Provost Park. The State approved $375,000 for this project. The resolution is required by the Florida Department of Environmental Protection Division of State Lands to start the grant agreement process.

This grant will be administered as a cost reimbursement grant administered by the Division of State Lands through the Land and Recreation Grants Section.

Once the agreement is drafted, it will come back to Council for acceptance and budgeting.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

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

Budget will be established when the grant contract is brought back to Council for approval.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Accept State Legislative Appropriation for Provost Park Improvements in the amount of $375,000. Approve Resolution 2026-xxx authorizing the City to enter into an agreement for the grant funds.

RESOLUTION NO. 2026-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ACCEPTING A $375,000 GRANT FROM THE STATE OF FLORIDA DIVISION OF STATE LANDS IN DEPARTMENT OF ENVIRONMENTAL PROTECTION TO REDEVELOP PROVOST PARK FOR THE ENJOYMENT OF THE CITIZENRY OF THE CITY OF COCOA AND THE STATE OF FLORIDA; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2026-2027 General Appropriations Act has appropriated $375,000 to redevelop Provost Park; and

WHEREAS, the State of Florida Department of Environmental Protection Division of State Lands has awarded $375,000 to the City of Cocoa to redevelop Provost Park; and

WHEREAS, the total estimated cost for the redevlopment is $375,000; and

WHEREAS, the project is generally described as a project to improve Provost Park, located at 400 South Varr Avenue, for the citizens; and

WHEREAS, the City Council finds that this Resolution is in the best interests of the public health, safety and welfare of the citizens of Cocoa and the many visitors accessing the City's parks.

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

SECTION 1. PROJECT. The project, as described above, is hereby authorized.

SECTION 2. FUNDING. The City Council hereby accepts the State of Florida Department of Environmental Protection Division of State Lands grant in the amount of $375,000 to redevelop Provost Park. Authorize the City Manager to execute the grant agreement.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on August 25, 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	August 13, 2026
Agenda Date:	August 25, 2026
File ID:	2026-709
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	None

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of July 31st, 2026. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item Only

FY 2026 Change Orders - CM authorized to execute

Applied to Contingency | As of: Period 10

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	FY26 Cumulative Requisitions	Cumulative Expenditures	FY2026 Expenditures	FY2025 Expenditures	FY2024 Expenditures
WS24LC	**Osage/ Angelica Improvements**													
Op. Rev.		3,717,385	Exp authorized before contingency											
Project Manager:	Frank Mirabito	371,739	Contingency and other costs authorized											
Account #:	424-4120-536.63-00	4,089,124	Total approved	2024-019										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Atlantic Development of Cocoa Vendor #: 05580**			FY2024	47958	3,717,385	3,717,385	3,717,385	-	-	$ 853,254	$ 2,170,193	$ 376,035	$ 477,219
PO #:	**82211**													
		371,739												
WS24WP	**Friday Road Improvements**													
Op. Rev.		4,413,648	Total approved											
Project Manager:	Frank Mirabito	401,241	Contingency and other costs authorized											
Account #:	424-4120-536.63-00	4,012,407	Total approved	2024-017										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Atlantic Development of Cocoa Vendor #: 05580**			FY2024	47960	4,012,407	4,012,407	4,012,407	-	-	$ 1,618,643	$ -	$ 306,498	$ 1,312,145
PO #:	**82212**													
		401,241												
WS25CU	**Wewahootee Buildings Roof Replacements**													
Op. Rev.		285,555	Exp authorized before contingency											
Project Manager:	James Mitchell	28,556	Contingency and other costs authorized											
Account #:	421-4020-536.63-00	314,111	Total approved	2025-039										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Hamilton Roofing LLC.**			FY2025	50158	**289,838**	289,838	-	289,838	-	$ -	$ -	$ -	$ -
PO #:	**83946**													
		24,272												
PW25SC	**Stradley Park Concession Stand**													
Op. Rev.		306,831	Exp authorized before contingency											
Project Manager:	Frank Mirabito	28,469	Contingency and other costs authorized											
Account #:	001-3560-519.62-00	335,300	Total approved	2025-055			Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**W&J Construction**			FY2025	50367	286,831	286,831	-	-	286,831	$ -	$ 222,469	$ -	$ -
PO #:	**84079**				0									
		28,469												
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Architects RZK, Inc.**			FY2025	50370	3,873	3,873	-	-	3,873	$ -	$ -	$ -	$ -
PO #:	**84083**				0									
		-					Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
WS18BR	**Banana River Booster Station**													
Op. Rev.		2,547,000	Exp authorized before contingency											
Project Manager:	David Veloza	254,700	Contingency and other costs authorized											
Account #:	424-4055-536.63-00	2,801,700	Total approved	2025-070										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**L7 Construction, Inc.**			FY2026	50833	2,547,000	2,547,000	-	-	2,547,000	$ -	$ 89,680	$ -	$ -
PO #:	**84419**													
		254,700												

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	FY26 Cumulative Requisitions	Cumulative Expenditures	FY2026 Expenditures	FY2025 Expenditures	FY2024 Expenditures
CA2602	**HSP #1 Exhaust Fan Replacement**													
Op. Rev.		115,500	Exp authorized before contingency											
Project Manager:	James Mitchell	10,411	Contingency and other costs authorized											
Account #:	421-4020-536.62-00	125,911	Total approved	2025-090										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**S-Woods Construction**			FY2026	51077	105,089	105,089	-	-	105,089	$ -	$ -	$ -	$ -
PO #:	**84664**													
		10,411												
BL25TS	**Brightline Train District Design**													
Op. Rev.		372,871	Exp authorized before contingency											
Project Manager:	Abigail Morgan	32,000	Contingency and other costs authorized											
Account #:	001-1905-559.31-00	404,871	Total approved	2025-092										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Myra Planning and Design**			FY2026	51216	372,871	372,871	-	-	372,871	$ -	$ 38,648	$ -	$ -
PO #:	**84778**													
		32,000												
PW26FC	**Fuel Canopy Replacement**													
Op. Rev.		164,217	Exp authorized before contingency											
Project Manager:	Tony Jones	16,421	Contingency and other costs authorized											
Account #:	001-3540-519.63-07	180,638	Total approved	2025-094										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**S-Woods Construction**			FY2026	51076	164,215	164,215	-	-	164,215	$ -	$ 106,317	$ -	$ -
PO #:	**84663**													
		16,421												
PW08SP	**Annual Street Paving**													
Op. Rev.		452,197	Exp authorized before contingency											
Project Manager:	Frank Mirabito	47,803	Contingency and other costs authorized											
Account #:	001-3510-541.63-00	500,000	Total approved	2026-007										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**VA Paving**			FY2025	6910	452,197	472,728	-	-	472,728	$ -	$ -	$ -	$ -
PO #:	**84735**				6910-1	**20,531**								
		27,272												
WS23BR	**Dyal Water Treatment Plant Carbon Dioxide System**													
Op. Rev.		4,831,700	Exp authorized before contingency											
Project Manager:	James Mitchell	483,170	Contingency and other costs authorized											
Account #:	424-4055-536.63-00	5,314,870	Total approved	2026-027										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**L7 Construction**			FY2026	51451	4,831,700	4,831,700	-	-	4,831,700	$ -	$ -	$ -	$ -
PO #:	**85007**													
		483,170												
SW24LB	**London Blvd Ditch Design**													
Op. Rev.		98,120	Exp authorized before contingency											
Project Manager:	Frank Mirabito	15,000	Contingency and other costs authorized											
Account #:	001-3510-541.63-00	113,120	Total approved	2026-040										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Kimley-Horn & Associates**			FY2026	49950	84,300	84,300	-	84,300	-	$ -	$ 21,975	$ -	$ -
PO #:	**83786**				0									
		15,000			0									

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	FY26 Cumulative Requisitions	Cumulative Expenditures	FY2026 Expenditures	FY2025 Expenditures	FY2024 Expenditures
CA2602	**Trane Control System Upgrade**													
Op. Rev.		43,200	Exp authorized before contingency											
Project Manager:	James Mitchell	10,800	Contingency and other costs authorized											
Account #:	421-4020-536.64-00	54,000	Total approved	2026-046										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Trane US Inc (Maitland)**			FY2026	51721	44,984	44,984	-	-	44,984	$ -	$ -	$ -	$ -
PO #:	**85191**													
		9,016												
PW00CC	**Civic Center Roof Replacement**													
Op. Rev.		105,492	Exp authorized before contingency											
Project Manager:	Jose Socias	10,550	Contingency and other costs authorized											
Account #:	001-3560-519-46-02	116,042	Total approved	2026-048										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Tech Systems Inc.**			FY2026			-	-	-	-	$ -	$ -	$ -	$ -
PO #:	**TBD-1**													
		10,550												
PW00CH	**City Hall HVAC Replacement**													
Op. Rev.		280,662	Exp authorized before contingency											
Project Manager:	Jose Socias	7,076	Contingency and other costs authorized											
Account #:	001-3560-519.64-00	287,738	Total approved	2026-050										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Trane US Inc (Maitland)**			FY2026			-	-	-	-	$ -	$ -	$ -	$ -
PO #:	**TBD-2**													
		7,076												

CITY COUNCIL AGENDA ITEM

Memo Date:	August 13, 2026
Agenda Date:	August 25, 2026
File ID:	2026-710
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	None

BACKGROUND:

The following reports for the period ending July 31st, 2026 (FY26) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This July 2026 (FY26) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object.

2. Revenue Report
Detail by account the number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, the annual budget and the unrealized balance.
· Estimated — represents either the current period or the year-to-date prorated budget
· Actual — represents actual revenue received either in the current period or year to date
· % Rev — the percentage of actual revenue received vs. budget
· Annual Estimate - annual budget
· Unrealized Balance — annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object
Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, encumbrances, the annual budget and the unencumbered balance.
· Budget — represents either the current period or the year-to-date prorated budget
· Actual — represents actual cash expenditures either in the current period or year to date
· % Exp. — the percentage of actual expenditures vs. budget
· Encumbrance — encumbered amount
· Annual Budget — annual budget
· Unencumbered Balance — annual budget less actual year to date actual expenditures

plus encumbrances
· % Budgeted — the percentage of year to date actual expenditures plus encumbrances vs. budget

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
None

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Informational Item Only

FY 2026 Budget by Classification Report - Summary Listing

7/31/2026

Target for July 2026 is 83%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 17,178,672	$ -	$ 17,031,387	$ 147,285	99%
OTHER PERMITS AND FEES	$ 6,487,002	$ -	$ 6,042,552	$ 444,450	93%
INTERGOVERNMENTAL	$ 3,189,050	$ -	$ 2,157,983	$ 1,031,067	68%
CHARGES FOR SERVICES	$ 8,158,428	$ -	$ 7,261,101	$ 897,327	89%
FINES AND FORFEITURES	$ 30,000	$ -	$ 39,179	$ (9,179)	131%
MISCELLANEOUS	$ 768,564	$ -	$ 3,125,126	$ (2,356,562)	407%
****OTHER SOURCES (NON-REVENUE)**	$ 25,517,881	$ -	$ 16,368,975	$ 9,148,906	64%
REVENUE TOTALS	**$ 61,329,597**	**$ -**	**$ 52,026,303**	**$ 9,303,294**	**85%**
EXPENSE					
SALARIES AND BENEFITS	$ 32,159,804	$ -	$ 25,174,984	$ 6,984,820	78%
OPERATING EXPENDITURES	$ 19,486,013	$ 3,171,674	$ 13,135,881	$ 3,178,458	67%
CAPITAL OUTLAY	$ 6,081,536	$ 1,297,062	$ 2,947,512	$ 1,836,962	48%
GRANTS, AIDS AND OTHER	$ 329,768	$ 12,230	$ 90,861	$ 226,677	28%
NON-OPERATING USES	$ 3,272,476	$ -	$ 3,272,376	$ 100	100%
EXPENSE TOTALS	**$ 61,329,597**	**$ 4,480,965**	**$ 44,621,615**	**$ 12,227,017**	**80%**
REVENUE TOTALS	**$ 61,329,597**	**$ -**	**$ 52,026,303**	**$ 9,303,294**	**85%**
EXPENSE TOTALS	**$ 61,329,597**	**$ 4,480,965**	**$ 44,621,615**	**$ 12,227,017**	**80%**
	$ -	**$ (4,480,965)**	**$ 7,404,688**	**$ (2,923,723)**	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	1,075,389	1,819.55		10,753,890	12,988,075.77	121	12,904,672	83,403.77-
20	00	DELINQUENT TAXES	1,250	1,625.99	130	12,500	4,331.52	35	15,000	10,668.48
25	00	PENALTIES RE: TAXES	1,666	1,284.25	77	16,660	58,033.28	348	20,000	38,033.28-
30	00	TAX CERTIFICATES	0	.00		200,000	394,259.28	197	200,000	194,259.28-
311	**	AD VALOREM	1,078,305	4,729.79		10,983,050	13,444,699.85	122	13,139,672	305,027.85-
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	35,333	62,214.63	176	353,330	487,626.60	138	424,000	63,626.60-
312	**	SALES USE AND FUEL TAXES	35,333	62,214.63	176	353,330	487,626.60	138	424,000	63,626.60-
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	183,333	242,103.48	132	1,833,330	1,911,501.76	104	2,200,000	288,498.24
30	00	WATER-COCOA	40,000	42,314.40	106	400,000	418,854.32	105	480,000	61,145.68
40	00	GAS	4,583	5,108.24	112	45,830	46,195.33	101	55,000	8,804.67
80	00	PROPANE	2,500	2,222.38	89	25,000	21,853.54	87	30,000	8,146.46
314	**	UTILITY SERVICE TAX	230,416	291,748.50	127	2,304,160	2,398,404.95	104	2,765,000	366,595.05
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	58,333	57,479.13	99	583,330	576,116.10	99	700,000	123,883.90
315	**	COMMUNICATION SERVICE TAX	58,333	57,479.13	99	583,330	576,116.10	99	700,000	123,883.90
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	12,500	14,164.74	113	125,000	124,539.65	100	150,000	25,460.35
316	**	LOCAL BUSINESS TAX	12,500	14,164.74	113	125,000	124,539.65	100	150,000	25,460.35
310	***	TAXES	1,414,887	430,336.79		14,348,870	17,031,387.15		17,178,672	147,284.85
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
10	00	TRAINING SURCHARGE	0	.00		0	.00		0	.00
322	**	BUILDING PERMITS	0	.00		0	.00		0	.00
323		FRANCHISE FEES								
10	00	ELECTRICITY	154,500	125,811.08	81	1,545,000	1,417,050.23	92	1,854,000	436,949.77
40	00	GAS	8,333	9,257.52	111	83,330	85,657.61	103	100,000	14,342.39
70	00	SOLID WASTE	32,325	32,918.39	102	323,250	322,874.55	100	387,906	65,031.45
323	**	FRANCHISE FEES	195,158	167,986.99	86	1,951,580	1,825,582.39	94	2,341,906	516,323.61
324		IMPACT FEES								
32	00	TRANSP IMPACT FEE-COMMRCL	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
325		SPECIAL ASSESSMENT								
22	01	FIRE ASSESSMENT	315,174	140,856.93	45	3,151,740	3,799,094.83	121	3,782,096	16,998.83-
22	02	F ASSMNT DELINQ TAXES	250	.00		2,500	1,580.23-	63	3,000	4,580.23
22	03	F ASSMNT PENALTIES	416	.00		4,160	10,834.73	261	5,000	5,834.73-
22	04	F ASSMNT TAX CERTS	11,666	.00		116,660	183,417.30	157	140,000	43,417.30-
22	*	FIRE PROTECTION	327,506	140,856.93	43	3,275,060	3,991,766.63	122	3,930,096	61,670.63-
325	**	SPECIAL ASSESSMENT	327,506	140,856.93	43	3,275,060	3,991,766.63	122	3,930,096	61,670.63-
329		OTHER PERMITS & FEES								
10	00	INSPECTION FEES	0	.00		0	.00		0	.00
10	01	FIRE INSPECTION FEES	2,000	2,465.00	123	20,000	8,185.00	41	24,000	15,815.00
10	02	FIRE INSPEC FEE-PDCS CHGS	3,416	8,336.25	244	34,160	28,375.75	83	41,000	12,624.25
10	*	INSPECTION FEES	5,416	10,801.25	199	54,160	36,560.75	68	65,000	28,439.25
25	00	PLANNING AND ZONING	4,166	27,479.95	660	41,660	111,677.92	268	50,000	61,677.92-
25	01	PLANNING CONS FEES	8,333	8,500.00	102	83,330	76,964.11	92	100,000	23,035.89
25	02	FIRE PLAN REVIEW FEE-PDCS	0	.00		0	.00		0	.00
25	*	PLANNING AND ZONING	12,499	35,979.95	288	124,990	188,642.03	151	150,000	38,642.03-
329	**	OTHER PERMITS & FEES	17,915	46,781.20	261	179,150	225,202.78	126	215,000	10,202.78-
320	***	OTHER PERMITS & FEES	540,579	355,625.12		5,405,790	6,042,551.80		6,487,002	444,450.20
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	19	JAG 2020-DJ-BX-0410	0	.00		0	.00		0	.00
20	22	JAG 21-GG-01363	0	.00		0	.00		0	.00
20	23	BULLET PROOF VEST 2021	0	.00		0	.00		0	.00
20	24	VOCA-2022-COCOA PD-00181	0	.00		0	.00		0	.00
20	25	JAG 2022-22-GG-02810	0	.00		0	.00		0	.00
20	26	BULLET PROOF VEST 2022	0	.00		0	.00		0	.00
20	27	VOCA-2023-COCOA PD-00042	0	.00		0	.00		0	.00
20	28	JAG 2023-23-GG-03233	0	.00		0	.00		0	.00
20	29	BULLET PROOF VEST 2023	0	.00		0	.00		0	.00
20	30	VOCA-2024-COCOA PD-00273	0	.00		0	.00		0	.00
20	31	BULLET PROOF VEST 2024	715	.00		4,290	1,789.50	42	5,717	3,927.50
20	32	JAG 2024-24-GG-04542	1,752	.00		10,512	13,536.08	129	14,012	475.92
20	33	VOCA-2025-COCOA PD-00181	8,172	.00		91,272	57,146.32	63	107,616	50,469.68
20	34	VOCA-2026-COCOA PD-00149	0	.00		0	.00		0	.00
20	35	BULLET PROOF VEST 2025	3,226	.00		6,452	.00		12,902	12,902.00
20	*	PUBLIC SAFETY	13,865	.00		112,526	72,471.90	64	140,247	67,775.10

CITY OF COCOA, FLORIDA

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ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
39	12	USDA/FOREST SVC 26866	0	.00		0	.00		0	.00
50	01	FEDERAL DISASTER REIMB	0	.00		0	210,662.25		0	210,662.25-
70	02	AFRICAN AM MUSE-GR2111	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	13,865	.00		112,526	283,134.15	252	140,247	142,887.15-
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	0	.00		0	.00		0	.00
333	**	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00
334		STATE GRANT								
10	15	FL CYBERSECURITY	0	.00		0	.00		0	.00
50	01	STATE DISASTER REIMB	0	.00		0	63,619.43		0	63,619.43-
50	55	RESILIENT FL-FDEP 24PLN48	0	.00		0	86,245.50-		0	86,245.50
50	*	ECONOMIC ENVIRONMENT	0	.00		0	22,626.07-		0	22,626.07
70	11	HTMOORE RESTOR-GR23HM	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	22,626.07-		0	22,626.07
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	66,416	63,759.86	96	664,160	644,117.21	97	797,000	152,882.79
12	20	8TH CNT MUNICIPAL GAS TAX	13,333	13,431.25	101	133,330	136,537.38	102	160,000	23,462.62
12	*	STATE REVENUE SHARING	79,749	77,191.11	97	797,490	780,654.59	98	957,000	176,345.41
14	00	MOBILE HOME LICENSES	2,500	555.50	22	25,000	22,524.18	90	30,000	7,475.82
15	00	ALCOHOLIC BEVERAGE	2,083	.00		20,830	23,570.03	113	25,000	1,429.97
18	00	LOCAL GOVERNMENT 1/2 CENT	119,927	111,047.68	93	1,199,270	1,025,075.40	86	1,439,125	414,049.60
21	00	FIREFIGHTER SUPPLEMENTAL	1,583	.00		15,830	14,846.06	94	19,000	4,153.94
29	21	POL PEN STATE CONTR	23,088	.00		230,880	.00		277,059	277,059.00
29	22	FIRE PEN STATE CONTR	19,840	.00		198,400	.00		238,090	238,090.00
29	*	OTHER PUBLIC SAFETY	42,928	.00		429,280	.00		515,149	515,149.00
41	00	FUEL TAX REFUNDS	2,083	10,407.30	500	20,830	30,805.07	148	25,000	5,805.07-
335	**	STATE SHARED REVENUES	250,853	199,201.59	79	2,508,530	1,897,475.33	76	3,010,274	1,112,798.67
337		GRANTS FROM LOCAL UNITS								
20	04	BC EMS GRANT REALITI PLUS	1,422	.00		5,688	.00		8,529	8,529.00
30	21	FIND BV-CO-23-159 WTRF P1	0	.00		0	.00		0	.00
60	00	HUMAN SERVICES	0	.00		0	.00		0	.00
70	01	PROVOST PARK NFC EQUIP	2,500	.00		25,000	.00		30,000	30,000.00
337	**	GRANTS FROM LOCAL UNITS	3,922	.00		30,688	.00		38,529	38,529.00

CITY OF COCOA, FLORIDA

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338		SHARED REVENUE LOCAL UNIT								
	10 06	SR524 Widening	0	.00		0	.00		0	.00
	10 08	BREVARD COUNTY E911 ILA	0	.00		0	.00		0	.00
	10 *	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	268,640	199,201.59		2,651,744	2,157,983.41		3,189,050	1,031,066.59
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
	30 00	ADMINISTRATIVE FEES	0	.00		0	.00		0	.00
	31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
	40 00	CERTIFY/COPY/SEARCH	8,333	13,778.15	165	83,330	111,990.90	134	100,000	11,990.90-
	90 12	PASSPORT EXECUTION FEES	250	175.00	70	2,500	2,660.00	106	3,000	340.00
341	**	GENERAL GOVERNMENT	8,583	13,953.15	163	85,830	114,650.90	134	103,000	11,650.90-
342		PUBLIC SAFETY								
	10 00	SVC CHG - LAW ENF SERVICE	13,333	1,740.00	13	133,330	79,925.00	60	160,000	80,075.00
	10 02	SCHOOL RES OFFICER	24,833	.00		248,330	223,500.00	90	298,000	74,500.00
	10 *	SVC CHG - LAW ENF SERVICE	38,166	1,740.00	5	381,660	303,425.00	80	458,000	154,575.00
	20 00	SVC CHG - FIRE PROTECTION	2,916	440.00	15	29,160	25,775.00	88	35,000	9,225.00
	90 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
	90 01	FALSE ALARM FEES	466	180.00-	39	4,660	4,020.00	86	5,600	1,580.00
	90 *	OTHER PUBLIC SAFETY	466	180.00-	39	4,660	4,020.00	86	5,600	1,580.00
342	**	PUBLIC SAFETY	41,548	2,000.00	5	415,480	333,220.00	80	498,600	165,380.00
343		PHYSICAL ENVIRONMENT								
	37 10	BREVARD COUNTY	55,439	60,085.16	108	554,390	534,332.14	96	665,275	130,942.86
	37 11	ROCKLEDGE	31,557	32,086.00	102	315,570	317,549.18	101	378,695	61,145.82
	37 12	SUN LAKE	383	391.92	102	3,830	3,930.77	103	4,606	675.23
	37 13	CLNY PK-M.I.UTIL CO.	213	211.58	99	2,130	2,133.99	100	2,559	425.01
	37 16	COCOA BEACH	11,514	11,644.46	101	115,140	116,332.25	101	138,173	21,840.75
	37 17	CAPE CANAVERAL	10,661	11,321.41	106	106,610	112,678.89	106	127,938	15,259.11
	37 18	TITUSVILLE	428	435.94	102	4,280	3,498.19	82	5,143	1,644.81
	37 *	WATER BILLING SERVICES	110,195	116,176.47	105	1,101,950	1,090,455.41	99	1,322,389	231,933.59
	39 01	SERVICE CHARGES	75,000	74,418.44	99	750,000	679,265.32	91	900,000	220,734.68
	39 03	ADMIN CHARGES	41,666	54,360.00	131	416,660	460,066.00	110	500,000	39,934.00
	39 04	PENALTIES	60,000	62,687.93	105	600,000	542,825.78	91	720,000	177,174.22

CITY OF COCOA, FLORIDA

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ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
39	05	NSF CHECKS	3,333	6,539.02	196	33,330	68,050.97	204	40,000	28,050.97-
39	13	HIGH CONSUMP CHGS	1,250	1,980.00	158	12,500	19,290.00	154	15,000	4,290.00-
39	*	WATER OTHER INCOME	181,249	199,985.39	110	1,812,490	1,769,498.07	98	2,175,000	405,501.93
41	10	SOLID WASTE	243,791	279,539.55	115	2,437,910	2,719,295.66	112	2,925,500	206,204.34
41	20	RECYCLING REVENUE	34,000	36,279.39	107	340,000	364,501.69	107	408,000	43,498.31
41	30	GREEN WASTE	38,750	61,065.28	158	387,500	612,690.66	158	465,000	147,690.66-
41	*	GARBAGE COLLECTION	316,541	376,884.22	119	3,165,410	3,696,488.01	117	3,798,500	102,011.99
45	10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90	01	FDOT MEDIAN MAINT	5,210	15,632.50	300	52,100	46,897.50	90	62,530	15,632.50
90	03	FDOT MNT SIGNAL/HWY LIGHT	10,867	.00		108,670	134,320.33	124	130,409	3,911.33-
90	*	OTHER PHYSICAL ENVIRON	16,077	15,632.50	97	160,770	181,217.83	113	192,939	11,721.17
343	**	PHYSICAL ENVIRONMENT	624,062	708,678.58	114	6,240,620	6,737,659.32	108	7,488,828	751,168.68
347		CULTURE/RECREATION								
20	10	GAZEBO-PAVILLION RENTAL	25	450.00	1800	250	1,179.00	472	300	879.00-
20	11	SERVICE FEES	650	120.00	19	6,500	8,953.50	138	7,800	1,153.50-
20	*	PARKS & RECREATION	675	570.00	84	6,750	10,132.50	150	8,100	2,032.50-
39	10	PORCHER HOUSE - REVENUES	833	412.50	50	8,330	7,787.50	94	10,000	2,212.50
39	11	TENANT MAINTENANCE FEES	100	105.48	106	1,000	1,054.80	106	1,200	145.20
39	20	COCOA CIVIC CENTER	1,083	4,110.00	380	10,830	16,705.00	154	13,000	3,705.00-
39	30	RIVERFRONT PARK	291	187.50	64	2,910	2,174.00	75	3,500	1,326.00
39	*	OTHER CULTURAL SERVICES	2,307	4,815.48	209	23,070	27,721.30	120	27,700	21.30-
40	05	SPECIAL EVENT PERMITS	2,083	1,000.00	48	20,830	31,725.00	152	25,000	6,725.00-
50	10	EVENT FEES	391	.00		3,910	4,500.00	115	4,700	200.00
50	30	ADVERTISING/SPONSORSHIPS	83	.00		830	250.00	30	1,000	750.00
50	50	MISC FURNISHINGS	125	.00		1,250	1,242.00	99	1,500	258.00
50	*	SPECIAL REC FACILITIES	599	.00		5,990	5,992.00	100	7,200	1,208.00
347	**	CULTURE/RECREATION	5,664	6,385.48	113	56,640	75,570.80	133	68,000	7,570.80-
340	***	CHARGES FOR SERVICES	679,857	731,017.21		6,798,570	7,261,101.02		8,158,428	897,326.98
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90	00	OTHER	2,500	5,481.99	219	25,000	39,179.29	157	30,000	9,179.29-
351	**	JUDGMENTS AND FINES	2,500	5,481.99	219	25,000	39,179.29	157	30,000	9,179.29-
350	***	FINES AND FORFEITURES	2,500	5,481.99		25,000	39,179.29		30,000	9,179.29-

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ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	8,333	1,516.72	18	83,330	25,244.39	30	100,000	74,755.61
10 02	INVESTMENT INTEREST	16,666	95,359.46	572	166,660	839,901.89	504	200,000	639,901.89-
10 10	FLORIDA PRIME INTEREST	0	131,593.72		0	1,173,137.78		0	1,173,137.78-
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	24,999	228,469.90	914	249,990	2,038,284.06	815	300,000	1,738,284.06-
30 00	NET INC/DEC FMV INVESTMNT	0	25,531.31-		0	36,540.47-		0	36,540.47
35 01	AMERICAN TOWER	46	.00		460	555.59	121	556	.41
35 02	ATT CELL TWR 14386094	1,281	.00		12,810	15,373.12	120	15,374	.88
35 03	ATT CELL TOWER 382218	30	28.06	94	300	311.21	104	366	54.79
35 04	LAMAR BILLBOARD	27	51.99	193	270	297.37	110	324	26.63
35 05	SPRINT CELL TOWER	480	.00		4,800	.00		5,766	5,766.00
35 06	LEASE - TMOBILE A2C0020A	8	18.65	233	80	79.22	99	103	23.78
35 07	LEASE - TMOBILE A2C0555A	156	154.30	99	1,560	1,410.29	90	1,873	462.71
35 *	MISCELLANEOUS INTEREST	2,028	253.00	13	20,280	18,026.80	89	24,362	6,335.20
40 00	GAIN/(LOSS) SALE INVEST	0	2,002.96-		0	5,305.31-		0	5,305.31
40 *	GAIN/(LOSS) SALE INVEST	0	2,002.96-		0	5,305.31-		0	5,305.31
361 **	INTEREST & OTHER EARNINGS	27,027	201,188.63	744	270,270	2,014,465.08	745	324,362	1,690,103.08-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	0	.00		0	35,330.43		0	35,330.43-
39 01	AMERICAN TOWER	0	.00		0	.00		0	.00
39 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39 06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39 07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE-TENANTS	583	1,449.36	249	5,830	14,493.60	249	7,000	7,493.60-
39 20	CIVIC CENTER-TENANTS	658	660.00	100	6,580	6,600.00	100	7,900	1,300.00
39 *	RENTALS AND LEASES	1,241	2,109.36	170	12,410	21,093.60	170	14,900	6,193.60-
362 **	RENT AND ROYALTIES	1,241	2,109.36	170	12,410	56,424.03	455	14,900	41,524.03-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	400.00		0	400.00-
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	17,713.97		0	17,713.97-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	18,113.97		0	18,113.97-

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365		SALE SURPLUS MTRLS &SCRAP								
	00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	1,241.10		0	1,241.10-
365	**	SALE SURPLUS MTRLS &SCRAP	0	.00		0	1,241.10		0	1,241.10-
366		CONTRIBUTIONS & DONATIONS								
	00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	3,400.00		0	3,400.00-
	10 10	CONTRIBS FOR K-9	228	.00		684	.00		1,139	1,139.00
	10 14	REPLACEMENT TREES	0	.00		0	.00		0	.00
	10 *	DONATIONS-PRIVATE SOURCES	228	.00		684	.00		1,139	1,139.00
366	**	CONTRIBUTIONS & DONATIONS	228	.00		684	3,400.00	497	1,139	2,261.00-
368		PENSION CONTRIBUTIONS								
	00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	41,478	3,068.33	7	124,256	689,998.96	555	207,211	482,787.96-
	90 02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
	90 03	CODE ENF ABATE/DEMO REV	12,594	5,525.00	44	125,940	134,465.85	107	151,132	16,666.15
	90 04	MISC. POLICE REVENUES	1,527	497.52	33	15,270	3,073.04	20	18,325	15,251.96
	90 05	INVESTIGATIVE COSTS REIM	4,082	3,712.51	91	40,820	39,507.90	97	48,995	9,487.10
	90 09	PROPERTY REGISTRATION	166	600.00	361	1,660	6,800.00	410	2,000	4,800.00-
	90 12	LEISURE SVCS -CANCEL FEES	41	297.00	724	410	993.00	242	500	493.00-
	90 *	OTHER MISC REVENUES	59,888	13,700.36	23	308,356	874,838.75	284	428,163	446,675.75-
	96 00	INSURANCE REFUND/PROCEEDS	0	19,499.00		0	156,642.74		0	156,642.74-
369	**	OTHER MISC REVENUES	59,888	33,199.36	55	308,356	1,031,481.49	335	428,163	603,318.49-
360	***	MISCELLANEOUS REVENUES	88,384	236,497.35		591,720	3,125,125.67		768,564	2,356,561.67-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
	91 04	TFR FROM HOME (104)	0	.00		1,116	1,116.00	100	1,116	.00
	91 07	TRF FROM BUILDING (107)	0	.00		3,366	3,366.00	100	3,366	.00
	91 10	TRF FROM COCOA CRA (110)	12,500	12,500.00	100	213,000	213,000.00	100	238,000	25,000.00
	91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
	91 14	TRF FROM ARPA (130)	0	.00		5,661	5,660.93	100	5,661	.07
	91 20	TRF FROM DBT SVC (201)	0	.00		20,455	20,454.52	100	20,455	.48
	91 21	TRF FROM W/S FUND (421)	0	.00		77,416	77,416.00	100	77,416	.00
	91 23	TRF FROM STORMWATER (423)	0	.00		7,293	7,293.00	100	7,293	.00
	91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91 31	TRF FROM FISKE BV (303)	0	.00		0	.00		0	.00
91 34	TRF DAY SLIPS/REVET (304)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	12,500	12,500.00	100	328,307	328,306.45	100	353,307	25,000.55
94 21	TRANS FR 421 OH ALLOC	709,883	709,883.08	100	7,098,831	7,098,830.80	100	8,518,597	1,419,766.20
94 23	TRANS FR 423 OH ALLOC	24,451	24,451.17	100	244,512	244,511.70	100	293,414	48,902.30
94 *	INTERFUND TRANSFER	734,334	734,334.25	100	7,343,343	7,343,342.50	100	8,812,011	1,468,668.50
381 **	INTERFUND TRANSFER	746,834	746,834.25	100	7,671,650	7,671,648.95	100	9,165,318	1,493,669.05
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	721,496	721,496.50	100	7,214,965	7,214,965.00	100	8,657,958	1,442,993.00
40 01	6% PILOFF	148,236	148,236.08	100	1,482,361	1,482,360.80	100	1,778,833	296,472.20
40 *	CONTRIBUTIONS (ROI)	869,732	869,732.58	100	8,697,326	8,697,325.80	100	10,436,791	1,739,465.20
382 **	CONTRIBUTIONS ENTERPRISE	869,732	869,732.58	100	8,697,326	8,697,325.80	100	10,436,791	1,739,465.20
383	INSTLMT PURCH/CAP LEASE								
10 33	POSTAGE MACHINE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	784,399	.00		4,346,971	.00		5,915,772	5,915,772.00
99 *	BALANCE FORWARD	784,399	.00		4,346,971	.00		5,915,772	5,915,772.00
389 **	NON OPERATING SOURCES	784,399	.00		4,346,971	.00		5,915,772	5,915,772.00
380 ***	OTHER SOURCES(NON-REV)	2,400,965	1,616,566.83		20,715,947	16,368,974.75		25,517,881	9,148,906.25
FUND TOTAL	GENERAL FUND	5,395,812	3,574,726.88		50,537,641	52,026,303.09		61,329,597	9,303,293.91
GRAND TOTAL		5,395,812	3,574,726.88		50,537,641	52,026,303.09		61,329,597	9,303,293.91

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	88352	.00	0	1083913	810874.40	75	.00	1083913	273038.60	75
11 **	EXECUTIVE SALARIES	88352	.00	0	1083913	810874.40	75	.00	1083913	273038.60	75
12-00	REGULAR SALARIES & WAGES	1148565	.00	0	14734997	11787343.88	80	.00	14734997	2947653.12	80
12-06	SPECIAL DETAIL	16553	.00	0	196363	94006.00	48	.00	196363	102357.00	48
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	42311	.00	0	272775	275711.52	101	.00	272775	2936.52-	101
12 **	REGULAR SALARIES & WAGES	1207429	.00	0	15204135	12157061.40	80	.00	15204135	3047073.60	80
13-00	OTHER SALARIES & WAGES	119554	.00	0	1303507	1058293.64	81	.00	1303507	245213.36	81
13 **	OTHER SALARIES & WAGES	119554	.00	0	1303507	1058293.64	81	.00	1303507	245213.36	81
14-00	OVERTIME	151979	.00	0	1275608	1164655.33	91	.00	1275608	110952.67	91
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	151979	.00	0	1275608	1164655.33	91	.00	1275608	110952.67	91
15-00	SPECIAL PAY	53636	.00	0	518743	449679.24	87	.00	518743	69063.76	87
15 **	SPECIAL PAY	53636	.00	0	518743	449679.24	87	.00	518743	69063.76	87
20-00	CLOTHING/SHOE ALLOWANCE	2703	.00	0	31985	20526.47	64	.00	31985	11458.53	64
20 **	CLOTHING/SHOE ALLOWANCE	2703	.00	0	31985	20526.47	64	.00	31985	11458.53	64
21-00	FICA TAXES	118915	.00	0	1405328	1179912.32	84	.00	1405328	225415.68	84
21 **	FICA TAXES	118915	.00	0	1405328	1179912.32	84	.00	1405328	225415.68	84
22-00	RETIREMENT CONTRIBUTIONS	132360	.00	0	1562366	1248835.26	80	.00	1562366	313530.74	80
22-01	POLICE PENSION	262593	.00	0	3151039	2580595.37	82	.00	3151039	570443.63	82
22-02	STATE CONTRIBUTIONS	42941	.00	0	515149	.00	0	.00	515149	515149.00	0
22-03	NON-FRS RETIREMENT PLAN	3277	.00	0	39170	32639.12	83	.00	39170	6530.88	83
22 **	RETIREMENT CONTRIBUTIONS	441171	.00	0	5267724	3862069.75	73	.00	5267724	1405654.25	73

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-00	INSURANCES	3381	.00	0	38086	35142.14	92	.00	38086	2943.86	92
23-02	MEDICARE PART B	46686	.00	0	560133	417739.20	75	.00	560133	142393.80	75
23-04	MEDICAL	318006	.00	0	3827815	2798913.49	73	.00	3827815	1028901.51	73
23-05	HEALTH GF RETIREES 50%	7298	.00	0	87477	53758.95	62	.00	87477	33718.05	62
23-06	HEALTH GF RETIREES 100%	21317	.00	0	255683	167056.46	65	.00	255683	88626.54	65
23-07	DENTAL INSURANCE	15849	.00	0	187639	128143.87	68	.00	187639	59495.13	68
23-08	VISION INSURANCE	2767	.00	0	31642	22187.63	70	.00	31642	9454.37	70
23-09	LONG TERM DISABILITY	3698	.00	0	42831	37147.20	87	.00	42831	5683.80	87
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	419002	.00	0	5031306	3660088.94	73	.00	5031306	1371217.06	73
24-00	WORKER'S COMPENSATION	64643	.00	0	773776	629878.78	81	.00	773776	143897.22	81
24 **	WORKER'S COMPENSATION	64643	.00	0	773776	629878.78	81	.00	773776	143897.22	81
25-00	UNEMPLOYMENT COMPENSATION	1497-	.00	0	3000	.00	0	.00	3000	3000.00	0
25 **	UNEMPLOYMENT COMPENSATION	1497-	.00	0	3000	.00	0	.00	3000	3000.00	0
27-00	BENEFIT OFFSET	21785	.00	0	260779	181943.92	70	.00	260779	78835.08	70
27 **	BENEFIT OFFSET	21785	.00	0	260779	181943.92	70	.00	260779	78835.08	70
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	251572	.00	0	1625743	752427.92	46	701664.82	1625743	171650.26	89
31-01	LEGAL FEES	62260	.00	0	596955	306504.21	51	284950.79	596955	5500.00	99
31-02	MEDICAL SERVICES	4984	.00	0	59720	41734.40	70	13617.60	59720	4368.00	93
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	2024	.00	0	24200	24163.56	100	.00	24200	36.44	100
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-15	AFRICAN AM MUSE-GR2111	0	.00	0	0	.00	0	.00	0	.00	0
31-16	HTMOORE RESTOR-GR23HM	0	.00	0	0	.00	0	.00	0	.00	0
31-17	RESILIENT FL-FDEP 24PLN48	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	38750	.00	0	465000	358914.70	77	106085.30	465000	.00	100
31 **	PROFESSIONAL SERVICES	359590	.00	0	2771618	1483744.79	54	1106318.51	2771618	181554.70	93
32-00	ACCOUNTING & AUDITING	6500	.00	0	78000	76000.00	97	.00	78000	2000.00	97
32 **	ACCOUNTING & AUDITING	6500	.00	0	78000	76000.00	97	.00	78000	2000.00	97
34-00	CONTRACT SERVICES	195610	.00	0	2098901	1262694.62	60	469264.77	2098901	366941.61	83
34-03	SOLID WASTE CONTRACT	294142	.00	0	3529649	3028822.21	86	.00	3529649	500826.79	86
34-07	JANITORIAL CONTRACT SVS	337	.00	0	4000	.00	0	.00	4000	4000.00	0
34-09	MOWING CONTRACTS	43837	.00	0	526000	375536.50	71	108382.70	526000	42080.80	92
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	533926	.00	0	6158550	4667053.33	76	577647.47	6158550	913849.20	85
39-00	CONTINGENCY	1725	.00	0	104183	.00	0	.00	104183	104183.00	0
39-01	CONTINGENCY - FY21	0	.00	0	0	.00	0	.00	0	.00	0
39-02	CONTINGENCY - FY22	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	1725	.00	0	104183	.00	0	.00	104183	104183.00	0
40-00	TRAVEL & PER DIEM	7555	.00	0	92356	32506.14	35	1490.00	92356	58359.86	37
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40-23	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	7555	.00	0	92356	32506.14	35	1490.00	92356	58359.86	37
41-00	COMMUNICATION	30483	.00	0	346849	261487.64	75	83382.57	346849	1978.79	99

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
41 **	COMMUNICATION	30483	.00	0	346849	261487.64	75	83382.57	346849	1978.79	99
42-00	POSTAGE & FREIGHT	54592	.00	0	613527	453066.68	74	125161.77	613527	35298.55	94
42 **	POSTAGE & FREIGHT	54592	.00	0	613527	453066.68	74	125161.77	613527	35298.55	94
43-00	ELECTRIC/WATER/SEWER	105175	.00	0	1195104	732155.90	61	371697.58	1195104	91250.52	92
43 **	ELECTRIC/WATER/SEWER	105175	.00	0	1195104	732155.90	61	371697.58	1195104	91250.52	92
44-00	RENTALS AND LEASES	15646	.00	0	103356	30805.68	30	15561.77	103356	56988.55	45
44 **	RENTALS AND LEASES	15646	.00	0	103356	30805.68	30	15561.77	103356	56988.55	45
45-00	INSURANCE	83196	.00	0	998330	846072.78	85	.00	998330	152257.22	85
45 **	INSURANCE	83196	.00	0	998330	846072.78	85	.00	998330	152257.22	85
46-00	REPAIRS & MAINTENANCE	80795	.00	0	1081376	705533.15	65	152161.96	1081376	223680.89	79
46-01	SMALL TOOLS	0	.00	0	0	.00	0	.00	0	.00	0
46-02	REPAIR/MAINT BUILDING	58917	.00	0	503448	274217.21	55	95465.94	503448	133764.85	73
46-03	REPAIR/MAINT-VEHICLES	41992	.00	0	499122	315232.11	63	5015.94	499122	178873.95	64
46-04	HTMOORE RESTOR-GR23HM	0	.00	0	0	.00	0	.00	0	.00	0
46-05	HYDRANT FEES	23424	.00	0	281000	232059.00	83	.00	281000	48941.00	83
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	205128	.00	0	2364946	1527041.47	65	252643.84	2364946	585260.69	75
47-00	PRINTING & BINDING	15888	.00	0	182018	101060.36	56	54918.69	182018	26038.95	86
47 **	PRINTING & BINDING	15888	.00	0	182018	101060.36	56	54918.69	182018	26038.95	86
48-00	PROMOTIONAL ACTIVITIES	6726	.00	0	79975	30043.07	38	6503.89	79975	43428.04	46
48-01	JAG 24-GG-04542	0	.00	0	0	.00	0	.00	0	.00	0
48-11	BUSINESS ASSIST. PROGRAM	49	.00	0	500	99.28	20	.00	500	400.72	20
48 **	PROMOTIONAL ACTIVITIES	6775	.00	0	80475	30142.35	38	6503.89	80475	43828.76	46
49-00	OTHER CHARGES & OBLIG.	24376	.00	0	286943	94936.04	33	164323.12	286943	27683.84	90

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-02	ADVERTISING	136	.00	0	1500	.00	0	.00	1500	1500.00	0
49-06	BROWNFIELD PROG CITY COST	329	.00	0	4050	.00	0	.00	4050	4050.00	0
49-07	BAD DEBT EXPENSE	0	.00	0	0	24412.31-	0	.00	0	24412.31	0
49-08	CASH OVER/SHORT	0	.00	0	0	10.71	0	.00	0	10.71-	0
49-21	PD INVESTIGATIVE FUNDS	2087	.00	0	25000	27460.00	110	.00	25000	2460.00-	110
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	26928	.00	0	317493	97994.44	31	164323.12	317493	55175.44	83
51-00	OFFICE SUPPLIES	4342	.00	0	51419	16581.32	32	.00	51419	34837.68	32
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	4342	.00	0	51419	16581.32	32	.00	51419	34837.68	32
52-00	OPERATING SUPPLIES	127362	.00	0	1559915	1055136.63	68	75586.04	1559915	429192.33	73
52-02	UNIFORMS-PURCHASED	8835	.00	0	105579	37341.43	35	60736.54	105579	7501.03	93
52-05	EMS 1st RESP-CONSUM SUPP	6509	.00	0	78009	26379.80	34	34014.15	78009	17615.05	77
52-06	SAFETY/FIRST AID SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	4645	.00	0	55388	30242.48	55	.00	55388	25145.52	55
52-10	HEATING FUEL	524	.00	0	6188	4614.13	75	1342.87	6188	231.00	96
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	0	.00	0	.00	0	.00	0
52-26	BULLET PROOF VEST 2022	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL, OIL, & LUBRICANTS	26408	.00	0	319634	176676.35	55	4940.93	319634	138016.72	57
52-33	EMPLOYEE HEALTH CENTER	17087	.00	0	205000	115480.50	56	89519.50	205000	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-38	BULLET PROOF VEST 2023	0	.00	0	0	.00	0	.00	0	.00	0
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52-40	BULLET PROOF VEST 2024	1374	.00	0	11433	11433.00	100	.00	11433	.00	100
52-41	BULLET PROOF VEST 2025	6448	.00	0	25804	.00	0	25804.00	25804	.00	100
52 **	OPERATING SUPPLIES	199192	.00	0	2366950	1457304.32	62	291944.03	2366950	617701.65	74
53-00	ROAD MATERIALS/SUPPLIES	5733	.00	0	68675	59306.02	86	8071.94	68675	1297.04	98
53 **	ROAD MATERIALS/SUPPLIES	5733	.00	0	68675	59306.02	86	8071.94	68675	1297.04	98
54-00	MEMBERSHIP/PUBLICATIONS	8550	.00	0	96420	64951.00	67	.00	96420	31469.00	67
54 **	MEMBERSHIP/PUBLICATIONS	8550	.00	0	96420	64951.00	67	.00	96420	31469.00	67
55-00	TRAINING	17341	.00	0	214557	111721.91	52	12425.35	214557	90409.74	58
55-01	EDA PROGRAM	837	.00	0	10000	4672.56	47	.00	10000	5327.44	47
55-02	P/F HS RECRUITMENT	1702	.00	0	10222	.00	0	.00	10222	10222.00	0
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	19880	.00	0	234779	116394.47	50	12425.35	234779	105959.18	55
56-15	IT-RELATED OPERATING EXP	123124	.00	0	1260965	1082212.53	86	99583.33	1260965	79169.14	94
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	123124	.00	0	1260965	1082212.53	86	99583.33	1260965	79169.14	94
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61-00	LAND	26819	.00	0	241379	.00	0	.00	241379	241379.00	0
61 **	LAND	26819	.00	0	241379	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	37304	.00	0	406300	259336.02	64	76210.49	406300	70753.49	83
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	37304	.00	0	406300	259336.02	64	76210.49	406300	70753.49	83
63-00	INFRASTRUCTURE	19673	.00	0	514595	11765.45	2	472728.25	514595	30101.30	94
63-07	IMPROVE OTHER THAN BLDG	60464	.00	0	485717	132674.56	27	191910.34	485717	161132.10	67
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	80137	.00	0	1000312	144440.01	14	664638.59	1000312	191233.40	81
64-00	MACHINERY AND EQUIPMENT	412990	.00	0	3743744	2252412.97	60	192766.25	3743744	1298564.78	65
64-04	BC EMS GRANT REALITI PLUS	1584	.00	0	9529	8881.71	93	.00	9529	647.29	93
64-07	NFC GRANT PROVOST PK	26018	.00	0	315000	.00	0	311045.04	315000	3954.96	99
64-15	IT HARDWARE	33120	.00	0	365272	282441.31	77	52401.45	365272	30429.24	92
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-34	LEASED POSTAGE METER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA - INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	473712	.00	0	4433545	2543735.99	57	556212.74	4433545	1333596.27	70
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	3940	.00	0	53265	43406.14	82	9858.55	53265	.31	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71-33	LEASED POSTAGE METER	393	.00	0	4595	3434.17	75	1159.84	4595	.99	100
71-60	SBITA - ESRI SGEA	2292	.00	0	27416	.00	0	.00	27416	27416.00	0
71-61	SBITA - VERTEKS	2208	.00	0	26430	.00	0	.00	26430	26430.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	89-	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	317	.00	0	3771	.00	0	.00	3771	3771.00	0
71-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71-70	SBITA - DEBTBOOK	225	.00	0	2590	.00	0	.00	2590	2590.00	0
71-72	SBITA - BRIGHTLY ASSET	2073	.00	0	24821	24820.21	100	.00	24821	.79	100
71 **	DEBT SERVICE - PRINCIPAL	11359	.00	0	142888	71660.52	50	11018.39	142888	60209.09	58
72-30	LEASE - COPIERS	529	.00	0	4737	3620.82	76	1116.01	4737	.17	100
72-33	LEASED POSTAGE METER	41	.00	0	426	330.71	78	95.12	426	.17	100
72-60	SBITA - ESRI SGEA	83	.00	0	985	.00	0	.00	985	985.00	0
72-61	SBITA - VERTEKS	44	.00	0	451	.00	0	.00	451	451.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	5-	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	8	.00	0	30	.00	0	.00	30	30.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
72-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72-70	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
72-72	SBITA - BRIGHTLY ASSET	78	.00	0	892	891.29	100	.00	892	.71	100
72 **	DEBT SERVICE - INTEREST	778	.00	0	7521	4842.82	64	1211.13	7521	1467.05	81
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	0	.00	0	0	.00	0	.00	0	.00	0
81 **	AIDS TO GOVT AGENCY	0	.00	0	0	.00	0	.00	0	.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	30000	.00	0	150000	.00	0	.00	150000	150000.00	0
83-11	UPSTART COCOA PROGRAM	2713	.00	0	29359	14358.02	49	.00	29359	15000.98	49
83 **	OTHER GRANTS & AIDS	32713	.00	0	179359	14358.02	8	.00	179359	165000.98	8
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	1387299	1387299.00	100	.00	1387299	.00	100
91-11	TO DIAMOND SQ (111)	0	.00	0	423308	423308.00	100	.00	423308	.00	100
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	122435	.00	0	1461869	1461769.20	100	.00	1461869	99.80	100
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	122435	.00	0	3272476	3272376.20	100	.00	3272476	99.80	100
FUND 001	TOTAL *********										
	GENERAL FUND	5286857	.00	0	61329597	44621614.99	73	4480965.20	61329597	12227016.81	80
GRAND	TOTAL *********										
		5286857	.00	0	61329597	44621614.99	73	4480965.20	61329597	12227016.81	80



FY 2026 Budget by Classification Report - Summary Listing

7/31/2026

Target for July 2026 is 83%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 83,328,643	$ -	$ 70,368,048	$ 12,960,595	84%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 356,185	$ -	$ 1,281,355	$ (925,170)	360%
*OTHER SOURCES (NON-REVENUE)	$ 20,031,729	$ -	$ 418,478	$ 19,613,251	2%
REVENUE TOTALS	**$ 103,716,557**	**$ -**	**$ 72,067,880**	**$ 31,648,677**	**69%**
EXPENSE					
SALARIES AND BENEFITS	$ 22,206,001	$ -	$ 15,333,773	$ 6,872,228	69%
OPERATING EXPENDITURES	$ 28,178,493	$ 7,090,907	$ 17,025,235	$ 4,062,351	60%
CAPITAL OUTLAY	$ 2,573,193	$ 722,003	$ 465,093	$ 1,386,097	18%
GRANTS, AIDS AND OTHER	$ 492,870	$ 108,420	$ 381,960	$ 2,490	77%
NON-OPERATING USES	$ 50,266,000	$ -	$ 46,080,767	$ 4,185,233	92%
EXPENSE TOTALS	**$ 103,716,557**	**$ 7,921,330**	**$ 79,286,827**	**$ 16,508,400**	84%
REVENUE TOTALS	**$ 103,716,557**	**$ -**	**$ 72,067,880**	**$ 31,648,677**	**69%**
EXPENSE TOTALS	**$ 103,716,557**	**$ 7,921,330**	**$ 79,286,827**	**$ 16,508,400**	**84%**
**	$ -	$ (7,921,330)	$ (7,218,947)	$ 15,140,277	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	30,575.49		0	30,575.49-
331	**	FEDERAL GRANTS	0	.00		0	30,575.49		0	30,575.49-
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	0	.00		0	30,422.39		0	30,422.39-
334	**	STATE GRANT	0	.00		0	30,422.39		0	30,422.39-
337		GRANTS FROM LOCAL UNITS								
	30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	60,997.88		0	60,997.88-
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,817,256	6,129,135.47	105	58,172,560	58,286,498.16	100	69,807,082	11,520,583.84
	33 00	WATER CONNECTION FEE	47,267	44,539.63	94	472,670	697,185.05	148	567,211	129,974.05-
	36 00	WATER HYDRANT FEES	354,133	387,876.28	110	3,541,330	3,867,095.30	109	4,249,602	382,506.70
	39 06	HYDRANT RESID FLOW TEST	141	1,500.00	1064	1,410	12,600.00	894	1,696	10,904.00-
	39 07	BACKFLOW DEVICE TEST	12,808	20,524.95	160	128,080	207,762.37	162	153,700	54,062.37-
	39 08	JUMPER METERS	61	200.00	328	610	1,800.00	295	742	1,058.00-
	39 09	PLAN REVIEW/CONST INSPECT	1,060	5,250.00	495	10,600	48,000.00	453	12,720	35,280.00-
	39 10	BACKFLOW PRV/RLCT TEMP	44	305.42	694	440	2,154.20	490	530	1,624.20-
	39 *	WATER OTHER INCOME	14,114	27,780.37	197	141,140	272,316.57	193	169,388	102,928.57-
	51 00	SEWER SALES	671,643	678,554.84	101	6,716,430	6,858,730.62	102	8,059,722	1,200,991.38
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	671,643	678,554.84	101	6,716,430	6,858,730.62	102	8,059,722	1,200,991.38
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	808.43	148	5,470	8,031.01	147	6,572	1,459.01-
	60 00	REUSE WATER SALES	38,470	39,715.82	103	384,700	370,824.99	96	461,646	90,821.01
	60 01	REUSE WATER INSTALLATION	618	1,301.00	211	6,180	7,366.00	119	7,420	54.00
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	39,088	41,016.82	105	390,880	378,190.99	97	469,066	90,875.01
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,944,048	7,309,711.84	105	69,440,480	70,368,047.70	101	83,328,643	12,960,595.30
340	***	CHARGES FOR SERVICES	6,944,048	7,309,711.84		69,440,480	70,368,047.70		83,328,643	12,960,595.30

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	2,071.54		0	18,875.16		0	18,875.16-
10 02	INVESTMENT INTEREST	25,000	196,707.99	787	250,000	902,613.34	361	300,000	602,613.34-
10 10	FLORIDA PRIME INTEREST	0	25,415.65		0	290,021.44		0	290,021.44-
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	25,000	224,195.18	897	250,000	1,211,509.94	485	300,000	911,509.94-
30 00	NET INC/DEC FMV INVESTMNT	0	142,518.49-		0	201,479.33-		0	201,479.33
40 00	GAIN/(LOSS) SALE INVEST	0	11,029.45-		0	35,623.37-		0	35,623.37
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	11,029.45-		0	35,623.37-		0	35,623.37
361 **	INTEREST & OTHER EARNINGS	25,000	70,647.24	283	250,000	974,407.24	390	300,000	674,407.24-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		1,080	1,300.00	120	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		1,080	1,300.00	120	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	18,864.10-		0	18,864.10
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	145,748.73		0	145,748.73-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	126,884.63		0	126,884.63-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	265	.00		2,650	25,328.32	956	3,180	22,148.32-
365 **	SALE SURPLUS MTRLS &SCRAP	265	.00		2,650	25,328.32	956	3,180	22,148.32-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,308	4,654.03	108	43,080	47,158.83	110	51,705	4,546.17
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	4,308	4,654.03	108	43,080	47,158.83	110	51,705	4,546.17
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	106,275.83		0	106,275.83-
369 **	OTHER MISC REVENUES	4,308	4,654.03	108	43,080	153,434.66	356	51,705	101,729.66-
360 ***	MISCELLANEOUS REVENUES	29,681	75,301.27		296,810	1,281,354.85		356,185	925,169.85-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 24	RENEW & REPLACE (424)	0	.00		309,271	309,270.53	100	309,271	.47
91 25	TRF FROM W/S REST (425)	0	.00		109,208	109,207.12	100	109,208	.88
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 27	TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91 42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91 52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		418,479	418,477.65	100	418,479	1.35
381 **	INTERFUND TRANSFER	0	.00		418,479	418,477.65	100	418,479	1.35
383	INSTLMT PURCH/CAP LEASE								
10 00	LEASE PROCEEDS	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	1,909,974	.00		15,793,290	.00		19,613,250	19,613,250.00
99 *	BALANCE FORWARD	1,909,974	.00		15,793,290	.00		19,613,250	19,613,250.00
389 **	NON OPERATING SOURCES	1,909,974	.00		15,793,290	.00		19,613,250	19,613,250.00
380 ***	OTHER SOURCES(NON-REV)	1,909,974	.00		16,211,769	418,477.65		20,031,729	19,613,251.35
FUND TOTAL	WATER/SEWER FUND	8,883,703	7,385,013.11		85,949,059	72,128,878.08		103,716,557	31,587,678.92
GRAND TOTAL		8,883,703	7,385,013.11		85,949,059	72,128,878.08		103,716,557	31,587,678.92

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	15912	14648.00	92	159120	143951.28	91	.00	190947	46995.72	75
11 **	EXECUTIVE SALARIES	15912	14648.00	92	159120	143951.28	91	.00	190947	46995.72	75
12-00	REGULAR SALARIES & WAGES	1052084	821764.58	78	10712165	8636136.57	81	.00	12816384	4180247.43	67
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	5688	3210.34	56	18075	31234.02	173	.00	29442	1792.02-	106
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1057772	824974.92	78	10730240	8667370.59	81	.00	12845826	4178455.41	68
13-00	OTHER SALARIES & WAGES	59219	45106.23	76	577547	498832.18	86	.00	696010	197177.82	72
13 **	OTHER SALARIES & WAGES	59219	45106.23	76	577547	498832.18	86	.00	696010	197177.82	72
14-00	OVERTIME	120581	91109.25	76	843092	884425.77	105	.00	1084307	199881.23	82
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	120581	91109.25	76	843092	884425.77	105	.00	1084307	199881.23	82
15-00	SPECIAL PAY	53	38.02	72	371	380.23	103	.00	484	103.77	79
15 **	SPECIAL PAY	53	38.02	72	371	380.23	103	.00	484	103.77	79
20-00	CLOTHING/SHOE ALLOWANCE	3224	180.00	6	32240	28001.73	87	.00	38725	10723.27	72
20 **	CLOTHING/SHOE ALLOWANCE	3224	180.00	6	32240	28001.73	87	.00	38725	10723.27	72
21-00	FICA TAXES	92170	73007.27	79	921700	765622.99	83	.00	1106070	340447.01	69
21 **	FICA TAXES	92170	73007.27	79	921700	765622.99	83	.00	1106070	340447.01	69
22-00	RETIREMENT CONTRIBUTIONS	168536	140650.13	84	1685360	1560233.90	93	.00	2022483	462249.10	77
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	565	521.49	92	5650	5378.96	95	.00	6787	1408.04	79
22 **	RETIREMENT CONTRIBUTIONS	169101	141171.62	84	1691010	1565612.86	93	.00	2029270	463657.14	77
23-00	INSURANCES	2190	2350.12	107	21900	22553.87	103	.00	26314	3760.13	86
23-02	RETIREES OTHER INSURANCES	14288	16333.60	114	142880	117653.60	82	.00	171466	53812.40	69
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	240750	219136.06	91	2632500	2099116.18	80	.00	3114036	1014919.82	67
23-05	HEALTH RETIREES 50%	1682	1535.97	91	16820	10751.79	64	.00	20187	9435.21	53
23-06	HEALTH RETIREES 100%	5607	4089.82	73	56070	40898.20	73	.00	67285	26386.80	61
23-07	DENTAL INSURANCE	11848	9090.40	77	118480	87181.89	74	.00	142220	55038.11	61
23-08	VISION INSURANCE	2001	1568.18	78	20010	15069.20	75	.00	24060	8990.80	63
23-09	LONG TERM DISABILITY	2602	2687.82	103	26020	25820.08	99	.00	31283	5462.92	83
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	280968	256791.97	91	3034680	2419044.81	80	.00	3596851	1177806.19	67
24-00	WORKER'S COMPENSATION	36073	36694.31	102	360730	248975.60	69	.00	432911	183935.40	58
24 **	WORKER'S COMPENSATION	36073	36694.31	102	360730	248975.60	69	.00	432911	183935.40	58
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	8330	118.62	1	.00	10000	9881.38	1
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	8330	118.62	1	.00	10000	9881.38	1
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14550	11800.00	81	145500	111435.96	77	.00	174600	63164.04	64
27 **	BENEFIT OFFSET	14550	11800.00	81	145500	111435.96	77	.00	174600	63164.04	64
31-00	PROFESSIONAL SERVICES	54425	78416.44	144	652735	136466.44	21	417736.40	761606	207403.16	73
31-01	LEGAL EXPENSES	9877	.00	0	97226	1737.80	2	25238.21	116977	90000.99	23
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	191044	172217.92	90	1766824	1302399.12	74	708632.90	2148922	137889.98	94
31-27	TCR PROJECT-COCOA	23163	5404.53	23	204207	29143.70	14	221385.98	250530	.32	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	278509	256038.89	92	2720992	1469747.06	54	1372993.49	3278035	435294.45	87

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	170033	80007.12	47	1858305	1485037.85	80	268880.46	2198402	444483.69	80
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	170033	80007.12	47	1858305	1485037.85	80	268880.46	2198402	444483.69	80
39-00	CONTINGENCY	55307	.00	0	1077532	.00	0	.00	1188155	1188155.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	55307	.00	0	1077532	.00	0	.00	1188155	1188155.00	0
40-00	TRAVEL AND PER DIEM	1792	1552.13	87	15507	7157.90	46	.00	19114	11956.10	37
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1792	1552.13	87	15507	7157.90	46	.00	19114	11956.10	37
41-00	COMMUNICATION	20621	15822.28	77	184724	156141.39	85	60723.41	226008	9143.20	96
41 **	COMMUNICATION	20621	15822.28	77	184724	156141.39	85	60723.41	226008	9143.20	96
42-00	FREIGHT & POSTAGE SERVICE	972	99.95	10	9720	3336.94	34	.00	11710	8373.06	29
42 **	FREIGHT & POSTAGE SERVICE	972	99.95	10	9720	3336.94	34	.00	11710	8373.06	29
43-00	ELECTRIC/WATER/SEWER	206336	265983.13	129	2079827	1556855.42	75	933149.77	2492510	2504.81	100
43 **	ELECTRIC/WATER/SEWER	206336	265983.13	129	2079827	1556855.42	75	933149.77	2492510	2504.81	100
44-00	RENTAL AND LEASES	6035	1991.00	33	50878	18000.10	35	29768.00	62976	15207.90	76
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	6035	1991.00	33	50878	18000.10	35	29768.00	62976	15207.90	76
45-00	INSURANCE	119817	319201.36	266	1198170	1210044.67	101	.00	1437821	227776.33	84
45 **	INSURANCE	119817	319201.36	266	1198170	1210044.67	101	.00	1437821	227776.33	84
46-00	REPAIRS & MAINTENANCE	554084	508690.88	92	5623092	4579050.33	81	1035178.12	6731307	1117078.55	83

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-01	SMALL TOOLS	0	.00	0	0	.00	0	.00	0	.00	0
46-02	REPAIR/MAINT BUILDING	35854	2118.01	6	334992	22405.90	7	335776.88	406725	48542.22	88
46-03	REPAIR/MAINT-VEHICLES	36450	51140.89	140	298503	323869.42	109	36963.42	371447	10614.16	97
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	626388	561949.78	90	6256587	4925325.65	79	1407918.42	7509479	1176234.93	84
47-00	PRINTING & BINDING	800	1016.00	127	8000	6594.00	82	.00	9640	3046.00	68
47 **	PRINTING & BINDING	800	1016.00	127	8000	6594.00	82	.00	9640	3046.00	68
48-00	PROMOTIONAL ACTIVITIES	2116	2110.50	100	21160	5887.22	28	.00	25400	19512.78	23
48 **	PROMOTIONAL ACTIVITIES	2116	2110.50	100	21160	5887.22	28	.00	25400	19512.78	23
49-00	OTHER CHARGES & OBLIG.	15631	14793.14	95	154861	134937.60	87	6015.00	186155	45202.40	76
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	3397.27-	0	0	39136.78-	0	.00	0	39136.78	0
49-08	CASH OVER & UNDER	0	39.00	0	0	22.65	0	.00	0	22.65-	0
49-09	DOCUMENT RECORDING CHGS	500	375.00	75	5000	4401.10-	88-	1481.10	6000	8920.00	49-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	16131	11809.87	73	159861	91422.37	57	7496.10	192155	93236.53	52
51-00	OFFICE SUPPLIES	2192	991.02	45	20544	8144.37	40	.00	24969	16824.63	33
51 **	OFFICE SUPPLIES	2192	991.02	45	20544	8144.37	40	.00	24969	16824.63	33
52-00	OPERATING SUPPLIES	109749	83538.76	76	773797	717176.80	93	77228.77	993341	198935.43	80
52-02	UNIFORMS-PURCHASED	133	504.00	379	931	1407.88	151	.00	1200	207.88-	117
52-07	JANITORIAL SUPPLIES	853	633.27	74	8530	8336.42	98	.00	10240	1903.58	81
52-09	CHEMICALS	590862	706615.11	120	6275046	4714292.39	75	2868831.51	7456781	126342.90-	102
52-30	FUEL OIL & LUBRICANTS	43660	17095.73	39	436600	253040.21	58	20973.27	523975	249961.52	52

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	745257	808386.87	109	7494904	5694253.70	76	2967033.55	8985537	324249.75	96
53-00	ROAD MATERIALS/SUPPLIES	2915	1654.67	57	29150	13397.34	46	11517.23	35000	10085.43	71
53 **	ROAD MATERIALS/SUPPLIES	2915	1654.67	57	29150	13397.34	46	11517.23	35000	10085.43	71
54-00	MEMBERSHIP/PUBLICATIONS	3415	201.23	6	34150	35976.94	105	.00	41016	5039.06	88
54 **	MEMBERSHIP/PUBLICATIONS	3415	201.23	6	34150	35976.94	105	.00	41016	5039.06	88
55-00	TRAINING	7656	5058.87	66	76560	31479.84	41	.00	91910	60430.16	34
55-01	EDA PROGRAM	416	.00	0	4160	.00	0	.00	5000	5000.00	0
55 **	TRAINING	8072	5058.87	63	80720	31479.84	39	.00	96910	65430.16	33
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	37185	17756.36	48	269276	298935.76	111	31426.39	343656	13293.85	96
56 **	TECHNOLOGY SYSTEMS	37185	17756.36	48	269276	298935.76	111	31426.39	343656	13293.85	96
59-00	DEPRECIATION EXPENSE	0	.00	0	0	7496.43	0	.00	0	7496.43-	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	7496.43	0	.00	0	7496.43-	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	3208-	.00	0	6419	.00	0	.00	0	.00	0
62 **	BUILDINGS	3208-	.00	0	6419	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	16416	23887.04	146	171014	65823.24	39	138017.26	203842	1.50	100
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	16468	.00	0	116347	56645.00	49	48736.00	149281	43900.00	71
63 **	INFRASTRUCTURE	32884	23887.04	73	287361	122468.24	43	186753.26	353123	43901.50	88
64-00	MACHINERY & EQUIPMENT	218422	23994.94	11	1473205	1043453.78	71	535250.16	1910070	331366.06	83
64-15	IT HARDWARE	29945	.00	0	250100	.00	0	.00	310000	310000.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64 **	MACHINERY & EQUIPMENT	248367	23994.94	10	1723305	1043453.78	61	535250.16	2220070	641366.06	71
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	700829.49-	0	.00	0	700829.49	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	700829.49-	0	.00	0	700829.49	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	29996	30178.26	101	299960	268975.79	90	90977.16	359953	.05	100
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	1-	.00	0	10-	.00	0	.00	0	.00	0
71-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-74	ESRI ARCGIS	4561	.00	0	45610	54734.49	120	.00	54735	.51	100
71 **	PRINCIPAL	34556	30178.26	87	345560	323710.28	94	90977.16	414688	.56	100
72-32	LEASED ASSET-GENERATOR	6143	5961.74	97	61430	56284.21	92	17442.84	73727	.05-	100
72-33	SBITA - ACCRNT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	1-	.00	0	10-	.00	0	.00	0	.00	0
72-36	SBITA - DEBTBOOK	40	.00	0	400	.00	0	.00	489	489.00	0
72-74	SBITA - ESRI ARCGIS	163	.00	0	1630	1965.51	121	.00	1966	.49	100
72 **	DEBT SERVICE - INTEREST	6345	5961.74	94	63450	58249.72	92	17442.84	76182	489.44	99
73-00	OTHER DEBT SERVICE COST	55-	.00	0	110	.00	0	.00	0	.00	0
73-32	GENERATOR AMORT	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
73 **	INTANG AMORT EXP	55-	.00	0	110	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	166	.00	0	1660	.00	0	.00	2000	2000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	166	.00	0	1660	.00	0	.00	2000	2000.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	77416	77416.00	100	.00	77416	.00	100
91-02	TO GEN FUND ROI (001)	721496	721496.50	100	7214965	7214965.00	100	.00	8657958	1442993.00	83
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	0	.00	0	25078584	25078584.00	100	.00	25078584	.00	100
91-25	TO RESTRCTD ASSET (425)	513000	512999.85	100	5128611	5128610.10	100	.00	6154612	1026001.90	83
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1234496	1234496.35	100	37499576	37499575.10	100	.00	39968570	2468994.90	94
94-01	TXFR TO GF OH ALLOC (001)	709883	709883.08	100	7098831	7098830.80	100	.00	8518597	1419766.20	83
94 **	INTERFUND TRANSFER	709883	709883.08	100	7098831	7098830.80	100	.00	8518597	1419766.20	83
95-01	TXFR TO GF 6% PLOFF (001)	148236	148236.08	100	1482361	1482360.80	100	.00	1778833	296472.20	83
95 **	NONOPERATING	148236	148236.08	100	1482361	1482360.80	100	.00	1778833	296472.20	83
FUND 421	TOTAL *********										
	WATER/SEWER FUND	6566019	6023790.11	92	90583200	79286826.80	88	7921330.24	103716557	16508399.96	84
GRAND	TOTAL *********										
		6566019	6023790.11	92	90583200	79286826.80	88	7921330.24	103716557	16508399.96	84

FY 2026 Budget by Classification Report - Summary Listing

7/31/2026

Target for July 2026 is 83%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,401,415	$ -	$ 2,320,233	$ 81,182	97%
CHARGES FOR SERVICES	$ -	$ -	$ 2	$ (2)	0%
INTERGOVERNMENTAL/GRANT	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 400	$ -	$ 109,392	$ (108,992)	27348%
**OTHER SOURCES (NON-REVENUE)	$ 46,818	$ -	$ -	$ 46,818	0%
REVENUE TOTALS	**$ 2,448,633**	**$ -**	**$ 2,429,627**	**$ 19,006**	**99%**
EXPENSE					
SALARIES AND BENEFITS	$ 641,393	$ -	$ 511,673	$ 129,720	80%
OPERATING EXPENDITURES	$ 884,808	$ 152,631	$ 486,419	$ 245,759	55%
CAPITAL OUTLAY	$ 621,725	$ 28,100	$ 51,431	$ 542,194	8%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
NON-OPERATING USES	$ 300,707	$ -	$ 251,805	$ 48,902	84%
EXPENSE TOTALS	**$ 2,448,633**	**$ 180,731**	**$ 1,301,327**	**$ 966,575**	**61%**
REVENUE TOTALS	**$ 2,448,633**	**$ -**	**$ 2,429,627**	**$ 19,006**	**99%**
EXPENSE TOTALS	**$ 2,448,633**	**$ 180,731**	**$ 1,301,327**	**$ 966,575**	**61%**
	$ -	**$ (180,731)**	**$ 1,128,300**	**$ (947,569)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	190,117	.00		1,901,170	2,212,478.52	116	2,281,415	68,936.48
23 02	DELINQUENT TAX	0	.00		0	56.97		0	56.97-
23 03	PENALTIES	833	.00		8,330	6,084.96	73	10,000	3,915.04
23 04	TAX CERTIFICATES	9,166	.00		91,660	101,612.23	111	110,000	8,387.77
23 *	STORMWATER	200,116	.00		2,001,160	2,320,232.68	116	2,401,415	81,182.32
325 **	SPECIAL ASSESSMENT	200,116	.00		2,001,160	2,320,232.68	116	2,401,415	81,182.32
320 ***	OTHER PERMITS & FEES	200,116	.00		2,001,160	2,320,232.68		2,401,415	81,182.32
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
36 35	US1/FOREST AV S/W FACILTY	0	.00		0	.00		0	.00
36 36	N FSK S/W PND FLOAT WTLND	0	.00		0	.00		0	.00
36 69	DIX/IRD IRL RESIL DESIGN	0	.00		0	.00		0	.00
36 *	STORMWATER MANAGEMENT	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10 05	SOIRL-SAVE OUR IR LAGOON	0	.00		0	.00		0	.00
10 *	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	.00		0	1.63		0	1.63-
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	0	.00		0	1.63		0	1.63-
343 **	PHYSICAL ENVIRONMENT	0	.00		0	1.63		0	1.63-
340 ***	CHARGES FOR SERVICES	0	.00		0	1.63		0	1.63-

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	27.50		0	112.74		0	112.74-
10 02	INVESTMENT INTEREST	0	7,233.70		0	42,548.64		0	42,548.64-
10 10	FLORIDA PRIME INTEREST	0	7,661.00		0	73,497.62		0	73,497.62-
10 *	INTEREST	0	14,922.20		0	116,159.00		0	116,159.00-
30 00	NET INC/DEC FMV INVESTMNT	0	3,820.76-		0	5,878.19-		0	5,878.19
40 00	GAIN/(LOSS) SALE INVEST	0	284.34-		0	1,150.83-		0	1,150.83
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	284.34-		0	1,150.83-		0	1,150.83
361 **	INTEREST & OTHER EARNINGS	0	10,817.10		0	109,129.98		0	109,129.98-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	33	.00		330	262.51	80	400	137.49
369 **	OTHER MISC REVENUES	33	.00		330	262.51	80	400	137.49
360 ***	MISCELLANEOUS REVENUES	33	10,817.10		330	109,392.49		400	108,992.49-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	4,337	.00		38,148	.00		46,818	46,818.00
99 *	BALANCE FORWARD	4,337	.00		38,148	.00		46,818	46,818.00
389 **	NON OPERATING SOURCES	4,337	.00		38,148	.00		46,818	46,818.00

380	***	OTHER SOURCES(NON-REV)	4,337	.00	38,148	.00	46,818	46,818.00
FUND TOTAL		STORMWATER UTILITY	204,486	10,817.10	2,039,638	2,429,626.80	2,448,633	19,006.20
GRAND TOTAL			204,486	10,817.10	2,039,638	2,429,626.80	2,448,633	19,006.20

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	0	.00	0	0	.00	0	.00	0	.00	0
11 **	EXECUTIVE SALARIES	0	.00	0	0	.00	0	.00	0	.00	0
12-00	REGULAR SALARIES & WAGES	5476	19425.70	355	245560	202156.78	82	.00	256515	54358.22	79
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	5476	19425.70	355	245560	202156.78	82	.00	256515	54358.22	79
13-00	OTHER SALARIES & WAGES	27795	12335.78	44	97950	128273.83	131	.00	153540	25266.17	84
13 **	OTHER SALARIES & WAGES	27795	12335.78	44	97950	128273.83	131	.00	153540	25266.17	84
14-00	OVERTIME	726	833.09	115	7260	7492.09	103	.00	8714	1221.91	86
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	726	833.09	115	7260	7492.09	103	.00	8714	1221.91	86
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	120	.00	0	1200	700.00	58	.00	1450	750.00	48
20 **	CLOTHING/SHOE ALLOWANCE	120	.00	0	1200	700.00	58	.00	1450	750.00	48
21-00	FICA TAXES	2624	2499.51	95	26240	25962.66	99	.00	31491	5528.34	82
21 **	FICA TAXES	2624	2499.51	95	26240	25962.66	99	.00	31491	5528.34	82
22-00	RETIREMENT CONTRIBUTIONS	4698	4870.19	104	46980	51599.82	110	.00	56381	4781.18	92
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4698	4870.19	104	46980	51599.82	110	.00	56381	4781.18	92
23-00	INSURANCES	62	75.18	121	620	706.68	114	.00	752	45.32	94
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	6220	6297.64	101	62200	59248.94	95	.00	74643	15394.06	79
23-07	DENTAL INSURANCE	249	265.24	107	2490	2492.60	100	.00	2998	505.40	83
23-08	VISION INSURANCE	43	48.76	113	430	458.31	107	.00	519	60.69	88

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-09	LONG TERM DISABILITY	74	100.34	136	740	942.83	127	.00	891	51.83-	106
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	6648	6787.16	102	66480	63849.36	96	.00	79803	15953.64	80
24-00	WORKER'S COMPENSATION	3858	3928.16	102	38580	26941.57	70	.00	46299	19357.43	58
24 **	WORKER'S COMPENSATION	3858	3928.16	102	38580	26941.57	70	.00	46299	19357.43	58
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	1500	500.00	33	4200	4696.84	112	.00	7200	2503.16	65
27 **	BENEFIT OFFSET	1500	500.00	33	4200	4696.84	112	.00	7200	2503.16	65
31-00	PROFESSIONAL SERVICES	8971	33697.00	376	150855	63958.63	42	51824.34	168801	53018.03	69
31-01	LEGAL EXPENSES	41	.00	0	410	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	9012	33697.00	374	151265	63958.63	42	51824.34	169301	53518.03	68
34-00	CONTRACT SERVICES	22893	.00	0	227742	181092.40	80	71401.34	273541	21047.26	92
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	22893	.00	0	227742	181092.40	80	71401.34	273541	21047.26	92
39-00	CONTINGENCY	4814	.00	0	136874	.00	0	.00	146508	146508.00	0
39 **	CONTINGENCY	4814	.00	0	136874	.00	0	.00	146508	146508.00	0
40-00	TRAVEL & PER DIEM	250	10.58	4	2500	89.34	4	.00	3000	2910.66	3
40 **	TRAVEL & PER DIEM	250	10.58	4	2500	89.34	4	.00	3000	2910.66	3
41-00	COMMUNICATION	173	112.32	65	1730	950.78	55	1125.22	2076	.00	100
41 **	COMMUNICATION	173	112.32	65	1730	950.78	55	1125.22	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	410	.00	0	.00	500	500.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
42 **	POSTAGE & FREIGHT	41	.00	0	410	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	5666	1296.58	23	17663	12813.95	73	6671.43	29000	9514.62	67
43 **	ELECTRIC/WATER/SEWER	5666	1296.58	23	17663	12813.95	73	6671.43	29000	9514.62	67
44-00	RENTALS AND LEASES	250	1007.40	403	2500	3832.51	153	.00	3000	832.51-	128
44 **	RENTALS AND LEASES	250	1007.40	403	2500	3832.51	153	.00	3000	832.51-	128
45-00	INSURANCE	1421	3576.79	252	14210	14273.03	100	.00	17058	2784.97	84
45 **	INSURANCE	1421	3576.79	252	14210	14273.03	100	.00	17058	2784.97	84
46-00	REPAIRS & MAINTENANCE	15955	23712.01	149	107972	118924.05	110	17885.89	139894	3084.06	98
46-01	SMALL TOOLS	0	.00	0	0	.00	0	.00	0	.00	0
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3992	10293.83	258	39920	56784.44	142	1950.00	47907	10827.44-	123
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	19947	34005.84	171	147892	175708.49	119	19835.89	187801	7743.38-	104
47-00	PRINTING & BINDING	41	.00	0	410	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	410	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	30	.00	0	300	324.28	108	.00	360	35.72	90
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	99.88-	0	0	912.17-	0	.00	0	912.17	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	30	99.88-	333-	300	587.89-	196-	.00	360	947.89	163-
51-00	OFFICE SUPPLIES	41	16.62	41	410	185.51	45	.00	500	314.49	37
51 **	OFFICE SUPPLIES	41	16.62	41	410	185.51	45	.00	500	314.49	37
52-00	OPERATING SUPPLIES	1110	980.97	88	11100	10999.38	99	1772.36	13330	558.26	96
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2151	1666.00	78	21510	16467.38	77	.00	25816	9348.62	64
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	3261	2646.97	81	32610	27466.76	84	1772.36	39146	9906.88	75
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	620	650.00	105	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	620	650.00	105	.00	750	100.00	87
55-00	TRAINING	570	.00	0	5700	1058.00	19	.00	6840	5782.00	16
55 **	TRAINING	570	.00	0	5700	1058.00	19	.00	6840	5782.00	16
56-15	IT-RELATED OPERATING EXP	510	.00	0	3903	4927.00	126	.00	4927	.00	100
56 **	TECHNOLOGY SYSTEMS	510	.00	0	3903	4927.00	126	.00	4927	.00	100
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	22913	7535.00	33	168457	51431.00	31	28100.00	214285	134754.00	37
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	0	.00	0	0	.00	0	.00	0	.00	0
63-36	N FSK S/W PND FLOAT WTLND	0	.00	0	0	.00	0	.00	0	.00	0
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	22913	7535.00	33	168457	51431.00	31	28100.00	214285	134754.00	37
64-00	MACHINERY & EQUIPMENT	33953	.00	0	339530	407439.00	120	.00	407440	1.00	100

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	33953	.00	0	339530	407439.00	120	.00	407440	1.00	100
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	407439.00-	0	.00	0	407439.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	407439.00-	0	.00	0	407439.00	0
71-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	1-	.00	0	10-	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	1-	.00	0	10-	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	7293	7293.00	100	.00	7293	.00	100
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	7293	7293.00	100	.00	7293	.00	100
94-01	TXFR TO GF OH ALLOC (001)	24451	24451.17	100	244512	244511.70	100	.00	293414	48902.30	83
94 **	INTERFUND TRANSFER	24451	24451.17	100	244512	244511.70	100	.00	293414	48902.30	83
FUND 423	TOTAL ********* STORMWATER UTILITY	203743	159435.98	78	2040971	1301327.16	64	180730.58	2448633	966575.26	61
GRAND	TOTAL *********	203743	159435.98	78	2040971	1301327.16	64	180730.58	2448633	966575.26	61

CITY COUNCIL AGENDA ITEM

Memo Date:	August 13, 2026
Agenda Date:	August 25, 2026
File ID:	2026-711
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	None

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2026 through July 31st, 2026.

Section 5. — Appropriations.

(a) Appropriations for expenditures shall be established by the budget, and from the effective date of the budget the various amounts stated therein as proposed expenditures shall be and become appropriated for the various objects and purposes set forth in the budget.

(b) At any time during the fiscal year, the city council may, by resolution, transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriation for other departments or major organizational units. The city manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the city council in writing in a timely manner. The monetary amount of the city manager's transfer authority shall be established by the city council by resolution.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item Only

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/14/2025	001-0000-337.70-01	$30,000	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-075	236
	001-0000-389.99-50	$285,000		
10/28/2025	001-0000-389.99-50	$99,539	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-078	
11/01/2025	001-0000-389.99-50	$2,763,769	PO ROLL RESOLUTION# 2025-089	
12/09/2025	001-0000-381.91-07	$3,366	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	
	001-0000-381.91-21	$77,416		
	001-0000-381.91-23	$7,293		
	001-0000-389.99-50	$92,563		
12/15/2025	001-0000-381.91-10	$88,000	CCRA POLICE OVERTIME RESOLUTION# 2025-095	
	001-0000-389.99-50	$372,871	MYRA TRAIN DISTRICT PLAN RESOLUTION# 2025-090	
	001-0000-389.99-50	$32,000	TRAIN DIST PLAN CONTINGCY RESOLUTION# 2025-090	
01/13/2026	001-0000-389.99-50	$967,566	CAPITAL ROLL RESOLUTION# 2026-004	
02/10/2026	001-0000-389.99-50	$5,716	BPV2024- GRANT MATCH RESOLUTION# 2026-009	
	001-0000-331.20-31	$5,717	BPV2024-GRANT REMAINING RESOLUTION# 2026-009	
	001-0000-381.91-04	$1,116	FY23/FY24 HOME ADMIN RESOLUTION# 2026-009	
	001-0000-389.99-50	($1,116)		
	001-0000-331.20-32	$14,012	GR2503-GRANT REMAINING RESOLUTION# 2026-009	
04/14/2026	001-0000-389.99-50	$10,222	FIRE TRAINEES TRAINING RESOLUTION#	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
04/14/2026			2026-026	236
	001-0000-381.91-20	$20,455	POOLED INTEREST FY20-25 RESOLUTION# 2026-025	
	001-0000-389.99-50	($20,455)		
	001-0000-381.91-14	$5,661	POOLED INTEREST FY21-25 RESOLUTION# 2026-025	
	001-0000-389.99-50	($5,661)		
04/28/2026	001-0000-389.99-50	$60,205	AFB-2 ADDTNL FIRE TRAINEE RESOLUTION# 2026-030	
	001-0000-337.20-04	$8,529	EMS FIRE GRANT RESOLUTION# 2026-031	
	001-0000-369.90-00	$3,900	HARRY T MOORE PLAYGROUND RESOLUTION# 2026-030	
05/19/2026	001-0000-389.99-50	$10,000	BUY LAND FOR CITY USE RESOLUTION# 2026-037	
	001-0000-389.99-50	$150,000	COCOA HIGHSCHOOL DONATION RESOLUTION# 2026-037	
05/26/2026	001-0000-366.10-10	$1,139	HIGH-IMPACT DOG CRATE RESOLUTION# 2026-038	
06/09/2026	001-0000-389.99-50	$70,000	DISPATCH EQUIPMENT TXSFR RESOLUTION# 2026-045	
	001-0000-389.99-50	$657,511	OFFSET ONE-TIME COSTS RESOLUTION# 2026-041	
	001-0000-369.90-00	$143,311	OFFSET RECURRING COSTS RESOLUTION# 2026-041	
	001-0000-331.20-35	$12,902	2025 BPV GRANT AWARD RESOLUTION# 2026-044	
	001-0000-331.20-33	($4,777)	2025-2026 VOCA AWARD RESOLUTION# 2026-043	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
07/14/2026	001-0000-389.99-50	$250,000	CITY HALL HVAC - AFB RESOLUTION# 2026-049	236
	001-0000-389.99-50	$116,042	CIVIC CENTER ROOF - AFB RESOLUTION# 2026-048	
13	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$6,333,812**
13	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**GENERAL FUND**	**$6,333,812**
01/13/2026	103-0000-389.99-10	$18,010	FY25 CARRY FORWARD CDBG RESOLUTION# 2026-006	1571
	103-0000-389.99-10	$14,068	FY25 CARRY FORWARD CV RESOLUTION# 2026-006	
	103-0000-389.99-10	$45,720	FY25 CARRY FORWARD CV-3 RESOLUTION# 2026-006	
	103-0000-331.54-00	($13,913)	SHORE UP FY26 AWARD RESOLUTION# 2026-006	
02/10/2026	103-0000-389.99-10	$14,009	FY25 PROG INCOME+INTEREST RESOLUTION# 2026-009	
04/14/2026	103-0000-381.91-08	$1,347	POOLED CASH FY22-25 RESOLUTION# 2026-025	
	103-0000-381.91-08	$785	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$80,026**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CDBG**	**$80,026**

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025	104-0000-389.99-10	$53,880	PO#79508 C.H. INITIATIVE RESOLUTION# 2025-089	815
02/10/2026	104-0000-389.99-10	$12,747	FY23+PRIOR CHDO CARRYFWD RESOLUTION# 2026-009	
	104-0000-389.99-10	$11,407	FY24 CHDO CARRYFORWARD RESOLUTION# 2026-009	
	104-0000-389.99-10	$1,116	FY24/FY25 ADMIN OVERAGES RESOLUTION# 2026-009	
	104-0000-389.99-10	$9,738	FY25 CHDO CARRY FORWARD RESOLUTION# 2026-009	
	104-0000-389.99-10	$176	FY25 PROGRAM INTEREST RESOLUTION# 2026-009	
	104-0000-389.99-10	$1,121	FY25 REMAINING ADMIN RESOLUTION# 2026-009	
	104-0000-389.99-10	$48,693	FY25 1ST TIME BUY CRYFWD RESOLUTION# 2026-009	
	104-0000-389.99-10	$100,920	F23/PRIOR 1ST BUY LESS PO RESOLUTION# 2026-009	
	104-0000-331.54-00	($116)	REV FY26 PROGRAM ESTIMATE RESOLUTION# 2026-009	
	104-0000-331.54-02	($32,000)		
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$207,682**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BREVARD COUNTY HOME**	**$207,682**
11/01/2025	105-0000-389.99-10	$3,375	PO#81863 GREEN LEAF HOME RESOLUTION# 2025-089	815

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025	105-0000-389.99-10	$205	PO#83871 GREEN LEAF HOME RESOLUTION# 2025-089	815
02/10/2026	105-0000-334.90-01	$14,691	FY23 HHRP IAN/NICOLE RESOLUTION# 2026-009	
	105-0000-389.99-10	$3,634	FY23 PROGRAM INTEREST RESOLUTION# 2026-009	
	105-0000-389.99-10	$180,715	FY24 CARRYFORWARD LESS PO RESOLUTION# 2026-009	
	105-0000-334.90-01	$101	FY24 HHRP IAN/NICOLE RESOLUTION# 2026-009	
	105-0000-389.99-10	$1,658	FY24 PROGRAM INCOME RESOLUTION# 2026-009	
	105-0000-389.99-10	$7,203	FY24 PROGRAM INTEREST RESOLUTION# 2026-009	
	105-0000-389.99-10	$2,004	FY25 EXCESS ADMIN CRRYFWD RESOLUTION# 2026-009	
	105-0000-389.99-10	$133,515	FY25 HUD CARRY FORWARD RESOLUTION# 2026-009	
	105-0000-389.99-10	$303	FY25 PROG INCOME INTEREST RESOLUTION# 2026-009	
	105-0000-389.99-10	$13,729	FY25 PROGRAM INCOME RESOLUTION# 2026-009	
	105-0000-389.99-10	$19,259	FY25 PROGRAM INTEREST RESOLUTION# 2026-009	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$380,392**

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SHIP/HOUSING ASSISTANCE**	**$380,392**
10/14/2025	107-0000-389.99-50	$58,298	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230
12/09/2025	107-0000-389.99-50	$3,366	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	
01/13/2026	107-0000-389.99-50	$19,808	TOUGH BOOKS RESOLUTION# 2026-005	
02/10/2026	107-0000-389.99-50	$11,500	2 BLDG CODE ENF OFFICERS RESOLUTION# 2026-069	
04/28/2026	107-0000-389.99-50	$3,205	CODE OPERATIONAL COSTS RESOLUTION# 2026-030	
05/12/2026	107-0000-361.10-00	$4,000	VEHICLE LAPTOP MOUNTS RESOLUTION# 2026-035	
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$100,177**
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BUILDING PERMITS**	**$100,177**
01/13/2026	108-0000-381.91-03	$5,122	FY25 CDBG - EXCESS ADMIN RESOLUTION# 2026-006	1571
	108-0000-389.99-10	$12,888	FY25 CDBG - SEC 108 LOAN RESOLUTION# 2026-006	
	108-0000-381.91-03	($13,575)	SHORE UP FY26 AWARD RESOLUTION# 2026-006	
02/10/2026	108-0000-381.91-03	$14,009	FY25/PRIOR PROG INC + INT RESOLUTION# 2026-009	
04/14/2026	108-0000-389.99-50	$1,347	POOLED CASH FY22-25 RESOLUTION#	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
04/14/2026			2026-025	1571
	108-0000-389.99-50	$785	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$20,576**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SEC 108 LOAN GUARANTEE**	**$20,576**
10/28/2025	110-0000-389.99-50	$180,000	T-DOCKS DESIGN RESOLUTION# CCRA2025-947	520
11/01/2025	110-0000-389.99-50	$88,311	PO ROLL RESOLUTION# 2025-089	
12/01/2025	110-0000-389.99-50	$35,630	PARK SECURITY CAMERAS RES# CCRA-2025-1083	
12/15/2025	110-0000-389.99-50	$88,000	CCRA POLICE OVERTIME RES# CCRA-2025-1085	
01/13/2026	110-0000-389.99-50	$732,012	CAPITAL ROLL RESOLUTION# 2026-004	
02/02/2026	110-0000-338.00-00	($1,387,299)	COCOA TIF REV - CCRA RES# CCRA-2026-001	
	110-0000-381.91-01	$1,387,299		
02/04/2026	110-0000-338.00-00	($51,044)	SHORE UP COUNTY TIF REV RES# CCRA 2026-001	
	110-0000-338.00-00	($9,388)	SHORE UP D4 PARK TIF REV RES# CCRA 2026-001	
7	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,063,521**
7	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA COCOA RDA**	**$1,063,521**

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025	111-0000-389.99-50	$8,020	PO ROLL RESOLUTION# 2025-089	815
01/13/2026	111-0000-389.99-50	$278,726	CAPITAL ROLL RESOLUTION# 2026-004	
01/26/2026	111-0000-338.00-00	($48,600)	SHORE UP COUNTY TIF REV RES# DSCRA 2026-001	
	111-0000-338.00-00	$866	SHORE UP D4 PARK TIF REV RES# DSCRA 2026-001	
02/02/2026	111-0000-338.00-00	($423,308)	COCOA TIF REV - DSCRA RES# DSCRA-2026-001	
	111-0000-381.91-01	$423,308		
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$239,012**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA DIAMOND SQUARE 626**	**$239,012**
04/14/2026	130-0000-389.99-50	$5,661	POOLED INTEREST FY21-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,661**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**AMERICAN RESCUE PLAN FUND**	**$5,661**
12/09/2025	143-0000-389.99-50	$20,000	PD GYM EQUIPMENT RESOLUTION# 2025-086	1096
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$20,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FEDERAL FORFEITURE FUND**	**$20,000**
04/14/2026	201-0000-389.99-50	$20,455	POOLED INTEREST FY20-25 RESOLUTION#	2684

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
			2026-025	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$20,455**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**DEBT SERVICE FUND**	**$20,455**
11/18/2025	304-0000-337.30-22	$1,494,500	DAYSLIP FIND GRANT PHASE2 RESOLUTION# 2025-084	893
	304-0000-381.91-10	$1,494,500	DAYSLIP FIND MATCH PHASE2 RESOLUTION# 2025-084	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$2,989,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**DAY SLIPS / REVETMENT**	**$2,989,000**
11/01/2025	421-0000-389.99-50	$1,724,019	PO ROLL RESOLUTION# 2025-089	833
01/13/2026	421-0000-389.99-50	$254,245	CAPITAL ROLL RESOLUTION# 2026-004	
04/14/2026	421-0000-389.99-50	$3,477,834	DYAL CO2 REPLACEMENT RESOLUTION# 2026-027	
	421-0000-381.91-25	$109,208	POOLED INTEREST FY20-25 RESOLUTION# 2026-025	
	421-0000-389.99-50	($109,208)		
	421-0000-381.91-24	$309,271	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	
	421-0000-389.99-50	($309,271)		
06/09/2026	421-0000-389.99-50	$2,808	OFFSET ONE-TIME COSTS RESOLUTION# 2026-041	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,458,906**

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER FUND**	**$5,458,906**
11/01/2025	423-0000-389.99-50	$38,825	PO ROLL RESOLUTION# 2025-089	833
12/09/2025	423-0000-389.99-50	$7,293	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	
01/13/2026	423-0000-389.99-50	$700	CAPITAL ROLL RESOLUTION# 2026-004	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$46,818**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**STORMWATER UTILITY**	**$46,818**
10/14/2025	424-0000-389.99-50	$2,801,700	BANANA RIVER CONSTRUCTION RESOLUTION# 2025-071	228
10/17/2025	424-0000-389.99-50	$302,187	BANANA RIVER ENGINEERING RESOLUTION# 2025-072	
11/01/2025	424-0000-389.99-50	$25,661	PO#78454 DRMP, INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$105,720	PO#81086 CROM LLC RESOLUTION# 2025-089	
	424-0000-389.99-50	$106,454	PO#81190 JACOBS ENGNRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	$10,568	PO#81348 JACOBS ENGNRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	$1,016,607	PO#81414 WHARTON SMITH RESOLUTION# 2025-089	
	424-0000-389.99-50	$43,715	PO#81898 CAROLLO ENGINEER RESOLUTION# 2025-089	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025	424-0000-389.99-50	$35,922	PO#82104 JACOBS ENGNRNG RESOLUTION# 2025-089	228
	424-0000-389.99-50	$2,864,132	PO#82211 ATLANTIC DEVELOP RESOLUTION# 2025-089	
	424-0000-389.99-50	$2,400,265	PO#82212 ATLANTIC DEVELOP RESOLUTION# 2025-089	
	424-0000-389.99-50	$200,079	PO#82219 DRMP, INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$61,517	PO#82220 DRMP, INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$6,825	PO#82247 JACOBS ENGNRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	$22,777	PO#83234 KIMLEY-HORN RESOLUTION# 2025-089	
	424-0000-389.99-50	$17,635	PO#83268 COROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$8,796	PO#83276 JACOBS GROUP INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$433,077	PO#833825 JACOBS ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$7,187	PO#83465 JACOBS GROUP INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$303,870	PO#83582 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$95,780	PO#83655 MCKIM & CREED RESOLUTION# 2025-089	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025	424-0000-389.99-50	$262,540	PO#83951 DANUS UTILITIES RESOLUTION# 2025-089	228
	424-0000-389.99-50	$619,197	PO#83998 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$281,963	PO#83999 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$615,322	PO#84075 JACOBS GROUP INC RESOLUTION# 2025-089	
01/13/2026	424-0000-389.99-50	$23,095,116	CAPITAL ROLL RESOLUTION# 2026-004	
02/10/2026	424-0000-331.35-02	$830,440	FY25 BUDGET ROLL FEDERAL RESOLUTION# 2026-009	
	424-0000-334.35-02	$93,425	FY25 BUDGET ROLL STATE RESOLUTION# 2026-009	
04/14/2026	424-0000-381.91-21	$3,477,834	DYAL CO2 REPLACEMENT RESOLUTION# 2026-027	
	424-0000-389.99-50	$309,271	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$40,455,582**
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**RENEWAL & REPLACE FUND**	**$40,455,582**
04/14/2026	425-0000-389.99-50	$109,208	POOLED INTEREST FY20-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$109,208**
1	**Total Budget**	**Total Budget**	**W/S RESTRICTED ASSETS**	**$109,208**

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers	**Amendments/Transfers**		
11/01/2025	427-0000-389.84-00	$80,073	PO#82308 HDR ENGINEERING RESOLUTION# 2025-089	833
	427-0000-389.84-00	$3,844,897	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$3,924,970**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**TCR/SJR PROJECT**	**$3,924,970**
11/01/2025	520-0000-341.20-00	$19,358	PO#83116 UNITED SELF INS RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$19,358**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WORKERS COMPENSATION FUND**	**$19,358**

38 Transfers & Amendments Between Oct 1, 2025 and Jul 31, 2026

FY 2026 Total Transfer & Amendments $61,475,156

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

Report: Revenue Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 08/13/2026

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	12/31/2025	001-1100-512.51-00	($68)	6) P&Z BOOK DECEMBER CLEANUP	1367
		001-1100-512.49-00	$68		
		001-1100-512.11-00	($23,825)	8) INTERIM PLANNING TECH DECEMBER CLEANUP	1367
	07/01/2026	001-1100-512.11-00	($90)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
2	**Total Budget Amendments/Transfers**		**Division 1100 Total**	**($23,915)**	
1101 - CITY CLERK					
1101 - CITY CLERK	12/01/2025	001-1101-512.54-00	$1,000	6) FLORIDA TODAY SUBSCRIP NOVEMBER CLEANUP	1084
		001-1101-512.52-00	($1,000)		
	07/01/2026	001-1101-512.12-00	($254)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-1101-512.23-00	$254		
2	**Total Budget Amendments/Transfers**		**Division 1101 Total**	**$0**	
1104 - PLANNING					
1104 - PLANNING	11/01/2025	001-1104-515.34-00	$260	PO# 81159 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$6,927	PO# 81204 INSPIRE RESOLUTION# 2025-089	815
		001-1104-515.34-00	$5,030	PO# 81794 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$9,837	PO# 82094 INSPIRE RESOLUTION# 2025-089	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	11/01/2025	001-1104-515.34-00	$1,516	PO# 82178 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$535	PO# 82238 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$2,020	PO# 82333 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$7,615	PO# 82531 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$5,906	PO# 82546 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$12,340	PO# 83370 INSPIRE RESOLUTION# 2025-089	815
		001-1104-515.34-00	$6,835	PO# 83475 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$9,093	PO# 83541 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$11,274	PO# 83549 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$10,955	PO# 83899 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$13,285	PO# 83933 RVI RESOLUTION# 2025-089	815
	12/31/2025	001-1104-515.24-00	$77	8) INTERIM PLANNING TECH DECEMBER CLEANUP	1367
		001-1104-515.21-00	$1,688		
		001-1104-515.12-00	$22,060		
	04/28/2026	001-1104-515.12-00	($1,716)	ACCRUAL PAYOUT RESOLUTION#	2875

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	04/28/2026	001-1104-515.12-12	$1,716	2026-030	2875
		001-1104-515.14-00	$88	COVER OVERTIME COSTS RESOLUTION# 2026-030	2875
		001-1104-515.12-00	($88)		
	07/01/2026	001-1104-515.14-00	$90	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-1104-515.47-00	$3,000	9) COVER P&Z SHORTFALLS JUNE CLEANUP	4143
		001-1104-515.34-00	($3,600)		
		001-1104-515.42-00	$600		
4	**Total Budget Amendments/Transfers**		**Division 1104 Total**	**$127,343**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	11/01/2025	001-1203-516.46-00	$1,014	PO#82800 EMPIRE COMPUTING RESOLUTION# 2025-089	815
		001-1203-516.55-00	$5,000	7) ESRI TRAINING OCTOBER CLEANUP	631
		001-1203-516.46-00	($5,000)		
	12/31/2025	001-1203-516.46-00	($29,290)	4) INFOTECH SUBSCRIPTION DECEMBER CLEANUP	1367
		001-1203-516.54-00	$29,290		
	01/13/2026	001-1203-516.52-00	$36,229	ONE TIME PRINTER BUYOUT RESOLUTION# 2026-004	1561
		001-1203-516.64-15	$6,580		
	01/30/2026	001-1203-517.71-30	($17,955)	1) SHORE UP PRINTER LEASE JANUARY CLEANUP	1793
		001-1203-516.56-15	$13,223		
		001-1203-517.72-30	$4,732		
		001-1203-516.12-12	$50,534	3) COVER ACCRUAL PAYOUT JANUARY	1793

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY	01/30/2026	001-1203-516.11-00	($50,534)	CLEANUP	1793
		001-1203-516.14-00	$1,128	3) COVER OVERTIME JANUARY CLEANUP	1793
		001-1203-516.23-04	($1,128)		
	02/10/2026	001-1203-516.52-00	$35,683	VMWARE SERVICES RESOLUTION# 2026-031	1982
		001-1203-516.46-00	($35,683)		
	04/28/2026	001-1203-516.12-12	$797	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		001-1203-516.11-00	($797)		
	05/31/2026	001-1203-516.55-00	$3,112	7) EXTRA ESRI TRAINING MAY CLEANUP	3448
		001-1203-516.46-00	($3,112)		
	07/01/2026	001-1203-516.14-00	$687	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-1203-516.23-04	($11,847)		
		001-1203-516.12-12	$11,160		
8	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$43,823**	
1300 - HUMAN RESOURCES					
1300 - HUMAN RESOURCES	04/28/2026	001-1300-513.64-00	($12)	CRASH REPORT REQUEST RESOLUTION# 2026-030	2875
		001-1300-513.49-00	$12		
1	**Total Budget Amendments/Transfers**		**Division 1300 Total**	**$0**	
1500 - FINANCE GENERAL ACCOUNTNG					
1500 - FINANCE GENERAL ACCOUNTNG	07/01/2026	001-1500-513.13-00	($21,407)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-1500-513.12-12	$20,658		
		001-1500-513.14-00	$749		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**Division 1500 Total**	**$0**	
1505 - PROCUREMENT & BUDGETING					
1505 - PROCUREMENT & BUDGETING	11/01/2025	001-1505-513.51-00	($434)	9) FINANCE CHAIRS OCTOBER CLEANUP	631
		001-1505-513.52-00	$434		
	01/30/2026	001-1505-513.14-00	$100	3) COVER OVERTIME JANUARY CLEANUP	1793
		001-1505-513.12-00	($100)		
2	**Total Budget Amendments/Transfers**		**Division 1505 Total**	**$0**	
1510 - FINANCE UTILITY ACCOUNTNG					
1510 - FINANCE UTILITY ACCOUNTNG	04/28/2026	001-1510-513.12-00	($134)	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		001-1510-513.12-12	$134		
		001-1510-513.49-00	$1,299	OFFICE CHAIRS RESOLUTION# 2026-030	2875
		001-1510-513.52-00	($1,299)		
1	**Total Budget Amendments/Transfers**		**Division 1510 Total**	**$0**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	10/14/2025	001-1600-517.71-69	($29,258)	SAMSARA RESOLUTION# 2025-074	231
		001-1600-513.39-00	($7,585)		
		001-1600-513.56-15	$38,201		
		001-1600-517.72-69	($1,358)		
	11/01/2025	001-1600-513.31-00	$46,000	PO#76943 INFO-TECH RESOLUTION# 2025-089	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	11/01/2025	001-1600-513.49-00	$10,393	PO#83216 BC CLERK OF COUR RESOLUTION# 2025-089	815
		001-1600-513.55-00	$19,572	PO#83922 EASTERN FSC RESOLUTION# 2025-089	815
		001-1600-513.55-00	$530	PO#83935 EASTERN FSC RESOLUTION# 2025-089	815
		001-1600-517.71-63	($11,632)	4) CLEARGOV NOT A SBITA OCTOBER CLEANUP	631
		001-1600-517.72-63	($1,631)		
		001-1600-513.56-15	$8,950	4) CLEARGOV 50% GF OCTOBER CLEANUP	631
		001-1600-513.49-00	$4,313	4) EXCESS CLEARGOV BUDGET OCTOBER CLEANUP	631
	11/18/2025	001-1600-513.39-00	($16,000)	DISASTER PROGRAM & OPS RESOLUTION# 2025-089	896
	12/01/2025	001-1600-513.39-00	$8,252	4)EXCESS OF FY25 PO#81593 NOVEMBER CLEANUP	1084
	12/09/2025	001-1600-513.39-00	($51,000)	GRANT WRITING SERVICES RESOLUTION# 2025-096	1097
	02/02/2026	001-1600-581.91-10	$1,387,299	COCOA TIF REV - CCRA RESOLUTION# 2026-001	1832
		001-1600-513.81-00	($1,387,299)		
		001-1600-513.81-00	($423,308)	COCOA TIF REV - DSCRA RESOLUTION# 2026-001	1832
		001-1600-581.91-11	$423,308		
	04/14/2026	001-1600-513.55-02	$2,519	TRAINEE 1 - EMT TRAINING RESOLUTION# 2026-026	2686
		001-1600-513.55-02	$2,592	TRAINEE 1 - FIRE TRAINING RESOLUTION# 2026-026	2686

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	04/14/2026	001-1600-513.55-02	$2,519	TRAINEE 2 - EMT TRAINING RESOLUTION# 2026-026	2686
		001-1600-513.55-02	$2,592	TRAINEE 2 - FIRE TRAINING RESOLUTION# 2026-026	2686
	04/28/2026	001-1600-513.22-00	$20,749	ADVANCED RETIREMENT CONT. RESOLUTION# 2026-030	2875
		001-1600-513.39-00	($20,749)		
		001-1600-513.39-00	($2,500)	DP&O TRAINING RESOLUTION# 2026-030	2875
		001-1600-513.42-00	$18,000	POSTAGE RESOLUTION# 2026-030	2875
		001-1600-513.39-00	($18,000)		
		001-1600-513.55-00	($11,388)	PY SAMSARA COSTS RESOLUTION# 2026-030	2875
		001-1600-513.56-15	$11,388		
		001-1600-513.34-00	$36,470	SCIENS (ERP) 48.66% RESOLUTION# 2026-030	2875
		001-1600-513.39-00	($36,470)		
	05/19/2026	001-1600-513.39-00	$10,000	BUY LAND FOR CITY USE RESOLUTION# 2026-037	3217
		001-1600-513.83-01	$150,000	COCOA HIGHSCHOOL DONATION RESOLUTION# 2026-037	3216
	05/27/2026	001-1600-513.39-00	($25,500)	GRANT WRITING SERVICES RESOLUTION# 2025-096	3449
	05/31/2026	001-1600-513.56-15	$1,680	9) COSTS OF DEBTBOOK MAY CLEANUP	3448
		001-1600-513.52-30	($1,680)		
	06/09/2026	001-1600-513.39-00	$12,902	2025 BPV GRANT AWARD RESOLUTION# 2026-044	3546
	07/01/2026	001-1600-513.25-00	($7,000)	13) COVER POSTAGE THRU YE JUNE	4143

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	07/01/2026	001-1600-513.42-00	$7,000	CLEANUP	4143
13	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$172,871**	
1601 - EMERGENCY/DISASTER SVS					
1601 - EMERGENCY/DISASTER SVS	11/18/2025	001-1601-525.34-00	$16,000	DISASTER PROGRAM & OPS RESOLUTION# 2025-089	896
	06/09/2026	001-1601-525.42-00	$1,195	MAILINGS & CORRESPONDENCE RESOLUTION# 2026-041	3542
		001-1601-525.31-01	$75,000	MCDONALD HOPKINS RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$5,577	MOXFIVE EXPRESS SUPPORT RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$1,250	MOXFIVE FORENSIC SUPPORT RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$31,667	MOXFIVE ID THREAT PROTECT RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$65,685	MOXFIVE NEXT GEN MDR RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$30,000	MOXFIVE ONGOING ADVISORY RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$5,383	MOXFIVE OVERWATCH ID RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$295,000	MOXFIVE SERVER SUPPORT RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$65,000	MOXFIVE T&M + MONTHLY FEE	3542

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1601 - EMERGENCY/DISASTER SVS	06/09/2026			RESOLUTION# 2026-041	
		001-1601-525.31-00	$97,500	MOXFIVE TECH ADVISORY RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$7,500	MOXFIVE TECH FEE RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$27,500	MOXFIVE TECH. ARCHITECT RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$6,000	MOXFIVE TRAVEL TIME RESOLUTION# 2026-041	3542
		001-1601-525.51-00	$64	P-CARD CHARGES - SUPPLIES RESOLUTION# 2026-041	3542
		001-1601-525.56-15	$84,301	TYLER TECH & VEYTECH RESOLUTION# 2026-041	3542
		001-1601-525.52-00	$2,200	VERIZON RESOLUTION# 2026-041	3542
2	**Total Budget Amendments/Transfers**		**Division 1601 Total**	**$816,822**	
1603 - EMERGENCY MANAGEMENT					
1603 - EMERGENCY MANAGEMENT	11/01/2025	001-1603-525.34-00	$25,000	PO#83292 FL REGIONAL PLAN RESOLUTION# 2025-089	815
	01/30/2026	001-1603-525.41-00	$10,663	7)COVER VERIZON SHORTFALL JANUARY CLEANUP	1793
		001-1603-525.52-00	($10,663)		
	04/28/2026	001-1603-525.55-00	$2,500	DP&O TRAINING RESOLUTION# 2026-030	2875
		001-1603-525.41-00	$10,629	RADIO COMMUNICATIONS RESOLUTION# 2026-030	2875
		001-1603-525.55-00	($2,079)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1603 - EMERGENCY MANAGEMENT	04/28/2026	001-1603-525.56-15	($8,550)	RADIO COMMUNICATIONS RESOLUTION# 2026-030	2875
	07/01/2026	001-1603-525.56-15	$2,527	2) ESRI RENEWAL JUNE CLEANUP	4143
		001-1603-525.52-00	($2,527)		
4	**Total Budget Amendments/Transfers**		**Division 1603 Total**	**$27,500**	
1905 - ECONOMIC DEVELOPMENT					
1905 - ECONOMIC DEVELOPMENT	12/15/2025	001-1905-559.31-00	$372,871	MYRA TRAIN DISTRICT PLAN RESOLUTION# 2025-090	1101
		001-1905-559.31-00	$32,000	TRAIN DIST PLAN CONTINGCY RESOLUTION# 2025-090	1101
	12/31/2025	001-1905-559.55-00	$450	1) ECON DEV - CONFERENCE DECEMBER CLEANUP	1367
		001-1905-559.49-06	($450)		
		001-1905-559.49-06	($500)	1) ECON DEV SPEC - PHONE DECEMBER CLEANUP	1367
		001-1905-559.41-00	$500		
	01/13/2026	001-1905-559.83-11	$9,359	FY25 UPSTART CARRYFORWARD RESOLUTION# 2026-004	1561
	05/31/2026	001-1905-559.55-00	$50	10) TRAINING COSTS MAY CLEANUP	3448
		001-1905-559.56-15	($50)		
4	**Total Budget Amendments/Transfers**		**Division 1905 Total**	**$414,230**	
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/ GRANTS	11/01/2025	001-1906-513.34-00	$5,795	PO#82871 142 PRODUCTIONS RESOLUTION# 2025-089	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1906 - COMMUNICATION/ GRANTS	12/09/2025	001-1906-513.34-00	$51,000	GRANT WRITING SERVICES RESOLUTION# 2025-096	1097
	05/27/2026	001-1906-513.34-00	$25,500	GRANT WRITING SERVICES RESOLUTION# 2025-096	3449
3	**Total Budget Amendments/Transfers**		**Division 1906 Total**	**$82,295**	
1990 - LEISURE SERVICES					
1990 - LEISURE SERVICES	01/30/2026	001-1990-574.14-00	$500	3) COVER OVERTIME JANUARY CLEANUP	1793
		001-1990-574.23-04	($500)		
	04/28/2026	001-1990-574.23-04	($1,259)	COVER OVERTIME COSTS RESOLUTION# 2026-030	2875
		001-1990-574.14-00	$1,259		
	07/01/2026	001-1990-574.14-00	$1,568	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-1990-574.12-00	($1,568)		
3	**Total Budget Amendments/Transfers**		**Division 1990 Total**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/01/2025	001-2100-521.56-15	$11,250	PO#82798 HRTM CONSULTING RESOLUTION# 2025-089	815
		001-2100-521.52-00	$500	PO#83073 COCOA KENNELS RESOLUTION# 2025-089	815
		001-2100-521.52-00	$256	PO#83092 FEDERAL EASTERN RESOLUTION# 2025-089	815
		001-2100-521.52-00	$9,657	PO#83240 FEDERAL EASTERN RESOLUTION# 2025-089	815
		001-2100-521.52-02	$94	PO#83424 BLUE LINE INNOV.	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	11/01/2025			RESOLUTION# 2025-089	
		001-2100-521.52-02	$820	PO#83765 MES SERVICE RESOLUTION# 2025-089	815
		001-2100-521.46-02	$8,293	PO#83785 OVATION CONST. RESOLUTION# 2025-089	815
		001-2100-521.64-00	$66,908	PO#83867 ALAN J CHEVROLET RESOLUTION# 2025-089	815
		001-2100-521.52-00	$4,199	PO#83919 RTS TACTICAL RESOLUTION# 2025-089	815
		001-2100-521.52-00	$258	PO#83994 SIRCHIE ACQUISTN RESOLUTION# 2025-089	815
		001-2100-521.52-00	$88	PO#84002 SIRCHIE ACQUISTN RESOLUTION# 2025-089	815
		001-2100-521.52-00	$624	PO#84014 EVIDENT, INC RESOLUTION# 2025-089	815
		001-2100-521.52-00	($2,500)	3) PD AWARDS BANQUET OCTOBER CLEANUP	631
		001-2100-521.49-00	$2,500		
		001-2100-521.64-00	$2,080	8) AFIS MACHINE SHOREUP OCTOBER CLEANUP	897
	12/01/2025	001-2100-521.52-00	$4,988	2) ALS NOT CAPITAL PURCH. NOVEMBER CLEANUP	1084
		001-2100-521.64-00	($4,988)		
	12/09/2025	001-2100-521.56-15	$2,474	AXON DOCKING STATIONS CLERK'S JOURNAL 12.09.25	1095
	12/15/2025	001-2100-521.14-00	$88,000	CCRA POLICE OVERTIME RESOLUTION# 2025-095	1098
	12/31/2025	001-2100-521.56-15	$36,515	3) AXON SOFTWARE COSTS DECEMBER	1367

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	12/31/2025	001-2100-521.52-00	($36,515)	CLEANUP	1367
	01/30/2026	001-2100-521.12-00	($720)	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		001-2100-521.12-12	$720		
		001-2100-521.12-06	($5,000)	3) SPLIT SPEC. DETAIL PAY JANUARY CLEANUP	1793
	02/10/2026	001-2100-521.52-40	$11,433	BPV2024-FY25 BUDGET ROLL RESOLUTION# 2026-009	1966
		001-2100-521.52-40	$735	COVER VEST COST INCREASE RESOLUTION# 2026-009	1966
		001-2100-521.52-00	($735)		
		001-2100-521.14-00	$14,012	FY25 BUDGET ROLL RESOLUTION# 2026-009	1966
	04/28/2026	001-2100-521.12-00	($470)	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		001-2100-521.12-12	$470		
		001-2100-521.56-15	$4,502	SCENE PD RESOLUTION# 2026-030	2875
		001-2100-521.46-00	($4,502)		
	05/26/2026	001-2100-521.52-00	$1,139	HIGH-IMPACT DOG CRATE RESOLUTION# 2026-038	3384
	05/31/2026	001-2100-521.52-00	$735	5)UNDO VEST COST INCREASE MAY CLEANUP	3448
		001-2100-521.52-40	($735)		
	06/09/2026	001-2100-521.52-41	$12,902	2025 BPV GRANT AWARD RESOLUTION# 2026-044	3546
		001-2100-521.52-00	($12,902)		
		001-2100-521.52-00	($12,902)	2025 BPV GRANT MATCH RESOLUTION# 2026-044	3546
		001-2100-521.52-41	$12,902		
		001-2100-521.12-00	($4,777)	2025-2026 VOCA AWARD RESOLUTION#	3545

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	06/09/2026			2026-043	
	07/01/2026	001-2100-521.12-00	($4,434)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-2100-521.12-12	$4,434		
		001-2100-521.64-00	$0	7) FINGERPRINT SCANNER JUNE CLEANUP	4143
12	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$212,308**	
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/01/2025	001-2101-521.64-00	($2,080)	REVERSE - 8) AFIS MACHINE OCTOBER CLEANUP	897
		001-2101-521.46-00	($2,080)	8) AFIS MACHINE SHOREUP OCTOBER CLEANUP	631
		001-2101-521.64-00	$2,080		
	12/09/2025	001-2101-521.56-15	($2,474)	AXON DOCKING STATIONS CLERK'S JOURNAL 12.09.25	1095
	01/30/2026	001-2101-521.12-00	($2,711)	3) COVER ACCRUAL PAYOUTS JANUARY CLEANUP	1793
		001-2101-521.12-12	$2,711		
		001-2101-521.12-06	$5,000	3) SPLIT SPEC. DETAIL PAY JANUARY CLEANUP	1793
	04/28/2026	001-2101-521.12-12	$2,772	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		001-2101-521.12-00	($82,070)		
		001-2101-521.14-00	$79,298		
		001-2101-521.54-00	$135	NENA MEMBERSHIP DUES RESOLUTION# 2026-030	2875
		001-2101-521.52-00	($135)		
	06/09/2026	001-2101-521.34-00	$70,000	DISPATCH EQUIPMENT TXSFR	3547

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2101 - POLICE COMMUNICATIONS				RESOLUTION# 2026-045	
5	**Total Budget Amendments/Transfers**		**Division 2101 Total**	**$70,446**	
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	11/01/2025	001-2200-522.52-02	$1,283	PO#81593 READS UNIFORMS RESOLUTION# 2025-089	815
		001-2200-522.34-00	$960	PO#83043 PDCS, LLC RESOLUTION# 2025-089	815
	01/30/2026	001-2200-522.12-06	$494	3) 1-TIME SPEC. DETAIL JANUARY CLEANUP	1793
		001-2200-522.24-00	($494)		
	04/28/2026	001-2200-522.23-00	$118	BENEFIT SHORTFALLS RESOLUTION# 2026-030	2875
		001-2200-522.21-00	($118)		
		001-2200-522.12-00	($305)	SPECIAL DETAIL HOURS RESOLUTION# 2026-030	2875
		001-2200-522.12-06	$305		
	05/31/2026	001-2200-522.56-15	$2,283	2) TYLER TECHNOLOGY MAY CLEANUP	3448
		001-2200-522.46-00	($2,283)		
	07/01/2026	001-2200-522.12-00	($3,324)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-2200-522.12-12	$3,166		
		001-2200-522.11-00	($564)		
		001-2200-522.14-00	$158		
		001-2200-522.12-06	$564		
5	**Total Budget Amendments/Transfers**		**Division 2200 Total**	**$2,243**	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/01/2025	001-2201-522.64-00	$1,500,000	PO#80739 SUTPHEN CORP. RESOLUTION# 2025-089	815
		001-2201-522.52-02	$15,315	PO#81593 READS UNIFORMS RESOLUTION# 2025-089	815
		001-2201-522.34-00	$1,001	PO#83300 BC PROP. APPRSR. RESOLUTION# 2025-089	815
		001-2201-522.46-03	$2,169	PO#83559 S FL EMRGNCY VEH RESOLUTION# 2025-089	815
		001-2201-522.64-15	$3,720	PO#83634 TYLER TECHNOLOGY RESOLUTION# 2025-089	815
		001-2201-522.64-15	$324,543	PO#83821 MOTOROLA SOLUTNS RESOLUTION# 2025-089	815
		001-2201-522.52-00	$3,752	PO#83985 BENNET FIRE PROD RESOLUTION# 2025-089	815
	12/01/2025	001-2201-522.52-02	($8,252)	4)EXCESS OF FY25 PO#81593 NOVEMBER CLEANUP	1084
	12/31/2025	001-2201-522.52-10	$500	5)COVER INVOICE SHORTFALL DECEMBER CLEANUP	1367
		001-2201-522.52-00	($500)		
	01/13/2026	001-2201-522.64-15	$429	ENCODER INTERFACE INSTALL RESOLUTION# 2026-004	1561
	01/30/2026	001-2201-522.12-00	($19,779)	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		001-2201-522.12-12	$19,779		
		001-2201-522.41-00	$2,063	7)COVER CHARTER SHORTFALL JANUARY CLEANUP	1793
		001-2201-522.55-00	($2,063)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	01/30/2026	001-2201-522.41-00	$4,681	9)COVER VERIZON SHORTFALL JANUARY CLEANUP	1793
		001-2201-522.55-00	($4,681)		
	04/28/2026	001-2201-522.23-09	$60	AFB-2 ADDTNL FIRE TRAINEE RESOLUTION# 2026-030	2874
		001-2201-522.22-00	$3,795		
		001-2201-522.24-00	$579		
		001-2201-522.23-08	$132		
		001-2201-522.27-00	$500		
		001-2201-522.21-00	$2,140		
		001-2201-522.23-04	$24,201		
		001-2201-522.23-00	$7		
		001-2201-522.12-00	$27,968		
		001-2201-522.23-07	$823		
		001-2201-522.21-00	$17,796	COVER FIRE OVERTIME COSTS RESOLUTION# 2026-030	2875
		001-2201-522.15-00	$124,550		
		001-2201-522.12-00	($645,062)		
		001-2201-522.14-00	$431,805		
		001-2201-522.12-12	$70,911		
		001-2201-522.52-00	($1,500)	COVER OTHER CHRGS THRU YE RESOLUTION# 2026-030	2875
		001-2201-522.49-00	$1,500		
		001-2201-522.52-00	($300)	COVER PRINTING THRU YE RESOLUTION# 2026-030	2875
		001-2201-522.47-00	$300		
		001-2201-522.64-04	$8,529	EMS FIRE GRANT RESOLUTION# 2026-031	2877

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	04/28/2026	001-2201-522.64-04	$1,000	EMS FIRE GRANT OVERAGE RESOLUTION# 2026-031	2877
		001-2201-522.55-00	($1,000)		
	05/26/2026	001-2201-522.64-00	$140,000	FIRE STATION #1 GENERATOR 5-26-26 CLERK'S JOURNAL	3383
		001-2201-522.63-00	($200,000)		
		001-2201-522.44-00	$60,000		
	06/04/2026	001-2201-522.63-07	$25,560	FIRESTATION MESSAGE BOARD SEE 4/29 MEETING MINUTES	3671
		001-2201-522.64-00	($25,560)	1 LED MESSAGE BOARD (FS1) SEE 4/29 MEETING MINUTES	3671
8	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$1,911,411**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	01/13/2026	001-3200-515.61-00	$241,379	VILLAGE PARKING RESOLUTION# 2026-004	1561
1	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$241,379**	
3232 - CODE ENFORCEMENT					
3232 - CODE ENFORCEMENT	11/01/2025	001-3232-524.56-15	$1,669	10) CITIZENSERVE LICENSE OCTOBER CLEANUP	631
		001-3232-524.52-00	($1,669)		
	01/30/2026	001-3232-524.12-00	($2,407)	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		001-3232-524.12-12	$2,407		
	03/01/2026	001-3232-524.51-00	($500)	3) CODE ENFRCMNT UNIFORMS FEBRUARY CLEANUP	2539
		001-3232-524.52-02	$500		
	04/28/2026	001-3232-524.12-00	($2,638)	COVER PRSNL SRVC THRU YE	2875

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3232 - CODE ENFORCEMENT	04/28/2026	001-3232-524.12-12	$118	RESOLUTION# 2026-030	2875
		001-3232-524.13-00	$2,520		
	05/31/2026	001-3232-524.40-00	($1,000)	4)LAPTOP DOCKING STATIONS MAY CLEANUP	3448
		001-3232-524.47-00	($1,000)		
		001-3232-524.46-03	$3,000		
		001-3232-524.42-00	($2,000)		
		001-3232-524.52-00	$1,000		
	07/01/2026	001-3232-524.12-12	$1,102	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-3232-524.12-00	($13,455)		
		001-3232-524.13-00	$12,353		
		001-3232-524.52-00	($188)	5) VERIZON PO SHORTFALL JUNE CLEANUP	4143
		001-3232-524.41-00	$188		
6	**Total Budget Amendments/Transfers**		**Division 3232 Total**	**$0**	
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	11/01/2025	001-3500-519.56-15	$13,000	2) IWORQ SOFTWARE COST OCTOBER CLEANUP	631
	04/28/2026	001-3500-519.41-00	$797	COMMUNICATIONS SHORTFALL RESOLUTION# 2026-030	2875
		001-3500-519.52-30	($797)		
2	**Total Budget Amendments/Transfers**		**Division 3500 Total**	**$13,000**	
3510 - STREET MANAGEMENT					
3510 - STREET	10/14/2025	001-3510-541.64-00	$0	FY 26 VEHICLE PURCHASES	230

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
MANAGEMENT				RESOLUTION# 2025-073	
	11/01/2025	001-3510-541.46-00	$3,424	PO#83617 FAUSNIGHT STRIPE RESOLUTION# 2025-089	815
		001-3510-541.63-00	$14,595		
		001-3510-541.46-00	$18,700	PO#83901 JMD GLOBAL DVLPR RESOLUTION# 2025-089	815
		001-3510-541.46-00	$20,000	PO#84066 GRAYBAR ELECTRIC RESOLUTION# 2025-089	815
		001-3510-541.46-00	($13,000)	2) IWORQ SOFTWARE COST OCTOBER CLEANUP	631
	01/30/2026	001-3510-541.41-00	$797	9)COVER VERIZON SHORTFALL JANUARY CLEANUP	1793
		001-3510-541.46-00	($797)		
	04/28/2026	001-3510-541.40-00	$77	UNPLANNED TOLL CHARGES RESOLUTION# 2026-030	2875
		001-3510-541.55-00	($77)		
4	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$43,719**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	10/14/2025	001-3520-572.64-07	$315,000	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-075	236
	10/28/2025	001-3520-572.64-07	$29,780	DESIGN OF FITNESS COURT RESOLUTION# 2025-079	445
		001-3520-572.46-00	($29,780)		
		001-3520-572.64-00	$57,807		
		001-3520-572.46-02	($57,807)	DESIGN OF MINI PITCH RESOLUTION# 2025-079	445
		001-3520-572.64-00	$99,539	SPECIAL ACCESS EQUIPMENT	446

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	10/28/2025			RESOLUTION# 2025-078	
	11/01/2025	001-3520-572.63-07	$169,774	PO#82625 DOUG WILSON ETRP RESOLUTION# 2025-089	815
		001-3520-572.46-00	$4,096	PO#84088 NAIL FARMS INC. RESOLUTION# 2025-089	815
	11/17/2025	001-3520-572.64-07	($29,780)	DESIGN OF FITNESS COURT CORRECTION OF BAF26-012-T	670
		001-3520-572.64-00	$29,780	DESIGN OF MINI PITCH CORRECTION OF BAF26-012-T	670
	12/31/2025	001-3520-572.56-15	$22,513	2) FIBER LINE - STRADLEY DECEMBER CLEANUP	1367
		001-3520-572.46-00	($36,313)	2) FIBER LINE BORING DECEMBER CLEANUP	1367
		001-3520-572.56-15	$6,080	2) FIBER LINE- CARL ANDER DECEMBER CLEANUP	1367
		001-3520-572.56-15	$7,720	2) FIBER LINE- JUNNY RIOS DECEMBER CLEANUP	1367
	01/13/2026	001-3520-572.63-07	$67,023	LEE WENNER PARK RESOLUTION# 2026-004	1561
		001-3520-572.63-07	($102,648)	LEE WENNER PARK RETAINAGE RESOLUTION# 2026-004	1561
	04/28/2026	001-3520-572.43-00	$200,000	D4 PARKS ELECTRICITY RESOLUTION# 2026-030	2875
		001-3520-572.34-00	$3,900	HARRY T MOORE PLAYGROUND RESOLUTION# 2026-030	2874
		001-3520-572.34-00	$18,500	PRESSURE WASHING RESOLUTION#	2875

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	04/28/2026	001-3520-572.46-00	($18,500)	2026-030	2875
	06/04/2026	001-3520-572.63-07	$60,370	HELOW PARK MESSAGE BOARDS SEE 4/29 MEETING MINUTES	3671
		001-3520-572.56-15	$2,865	LED MESSAGE BOARDS SFTWR SEE 4/29 MEETING MINUTES	3671
8	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$819,919**	
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS-FLEET MAINT	12/09/2025	001-3540-519.63-07	$3,366	FUEL CANOPY BF (1.86%) RESOLUTION# 2025-093	1099
		001-3540-519.63-07	$92,563	FUEL CANOPY GF (51.24%) RESOLUTION# 2025-093	1099
		001-3540-519.63-07	$7,293	FUEL CANOPY SW (4.04%) RESOLUTION# 2025-093	1099
		001-3540-519.63-07	$77,416	FUEL CANOPY W/S (42.86%) RESOLUTION# 2025-093	1099
	07/01/2026	001-3540-519.13-00	$69,373	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-3540-519.12-00	($69,373)		
2	**Total Budget Amendments/Transfers**		**Division 3540 Total**	**$180,638**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/01/2025	001-3560-519.46-02	$4,528	PO#83651 DOUG WILSON ENTE RESOLUTION# 2025-089	815
		001-3560-519.46-02	$15,986	PO#84027 DOUG WILSON ENTE RESOLUTION# 2025-089	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	11/01/2025	001-3560-519.52-00	$7,579	PO#84047 A.B.I. RESOLUTION# 2025-089	815
		001-3560-519.62-00	$286,831	PO#84079 W&J CONSTRUCTION RESOLUTION# 2025-089	815
		001-3560-519.46-02	$7,500	PO#84081 OVERHEAD DOOR CO RESOLUTION# 2025-089	815
		001-3560-519.31-00	$11,455	PO#84082 ARCHITECTS RZK RESOLUTION# 2025-089	815
		001-3560-519.62-00	$3,873	PO#84083 ARCHITECTS RZK RESOLUTION# 2025-089	815
		001-3560-519.46-00	$3,916	PO#84086 SWIFT BROTHERS RESOLUTION# 2025-089	815
		001-3560-519.46-02	$2,900	PO#84091 DITMER AIR& HEAT RESOLUTION# 2025-089	815
		001-3560-519.46-02	$2,793	PO#84092 DITMER AIR& HEAT RESOLUTION# 2025-089	815
		001-3560-519.46-02	$10,731	PO#84095 TRANE US INC. RESOLUTION# 2025-089	815
		001-3560-519.46-02	$7,666	PO#84098 DITMER AIR& HEAT RESOLUTION# 2025-089	815
	01/13/2026	001-3560-519.46-00	($100,000)	ELECTRICTY FOR D4 PARKS SEE 1-13 CLERK'S JOURNAL	1570
		001-3560-519.43-00	$200,000		
		001-3560-519.46-02	($100,000)		
		001-3560-519.64-00	$26,161	RIVERFRONT ELECTRIC PANEL RESOLUTION# 2026-004	1561
		001-3560-519.62-00	$44,596	STRADLEY CONCESSION STAND	1561

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	01/13/2026			RESOLUTION# 2026-004	
	01/30/2026	001-3560-519.13-00	($28,708)	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		001-3560-519.12-12	$28,708		
	04/28/2026	001-3560-519.31-00	$31,242	CONSTRUCTION DRAWINGS RESOLUTION# 2026-030	2875
		001-3560-519.46-02	($23,742)		
		001-3560-519.64-00	($7,500)		
		001-3560-519.43-00	($200,000)	D4 PARKS ELECTRICITY RESOLUTION# 2026-030	2875
	07/01/2026	001-3560-519.13-00	($14,478)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-3560-519.12-00	$14,000		
		001-3560-519.12-12	$478		
	07/14/2026	001-3560-519.64-00	$287,738	CITY HALL HVAC - AFB RESOLUTION# 2026-049	4029
		001-3560-519.46-00	($6,746)	CITY HALL HVAC - OVERAGE RESOLUTION# 2026-049	4029
		001-3560-519.46-02	($30,992)		
		001-3560-519.46-02	$116,042	CIVIC CENTER ROOF - AFB RESOLUTION# 2026-048	4028
		001-3560-519.62-00	$116,042		
		001-3560-519.62-00	($116,042)	CORRECT CIVIC CENTER ROOF PROJECT NOT CONSIDERED CA	4324
6	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$602,557**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	01/13/2026	001-3580-519.64-00	$553,458	JUNNY RIOS PARK IMPRVMNTS RESOLUTION# 2026-004	1561

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	01/13/2026	001-3580-519.63-07	$85,000	JUNNY RIOS PARK IMPRVMNTS RESOLUTION# 2026-004	1561
	06/04/2026	001-3580-519.64-00	($63,235)	2 LED MESSAGE BOARD (JRP) SEE 4/29 MEETING MINUTES	3671
2	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$575,223**	
24	**Total Budget Amendments/Transfers**		**GENERAL FUND**	**$6,333,812**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	01/13/2026	103-3240-581.91-08	$5,122	FY25 CDBG - EXCESS ADMIN RESOLUTION# 2026-006	1571
		103-3240-581.91-08	$12,888	FY25 CDBG - SEC 108 LOAN RESOLUTION# 2026-006	1571
		103-3240-554.83-09	$14,068	FY25 CARRY FORWARD CV RESOLUTION# 2026-006	1571
		103-3240-554.83-11	$45,720	FY25 CARRY FORWARD CV-3 RESOLUTION# 2026-006	1571
		103-3240-581.91-08	($13,575)	SHORE UP FY26 AWARD RESOLUTION# 2026-006	1571
		103-3240-554.51-00	($338)		
	02/10/2026	103-3240-581.91-08	$106	FY25 PROG INCOME INTEREST RESOLUTION# 2026-009	1966
		103-3240-581.91-08	$9,475	FY25 PROGRAM INCOME RESOLUTION# 2026-009	1966
		103-3240-581.91-08	$4,428	FY25 PROGRAM INTEREST RESOLUTION# 2026-009	1966
		103-3240-554.27-00	($249)	UPDATE ADMIN ALLOCATION	1966

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	02/10/2026	103-3240-554.23-08	($7)	RESOLUTION# 2026-009	1966
		103-3240-554.22-00	($784)		
		103-3240-554.23-04	($1,132)		
		103-3240-554.13-00	$10,771		
		103-3240-554.12-00	($8,528)		
		103-3240-554.23-00	($12)		
		103-3240-554.23-09	$1		
		103-3240-554.23-07	($41)		
		103-3240-554.51-00	($162)		
		103-3240-554.24-00	($10)		
		103-3240-554.21-00	$153		
	04/14/2026	103-3240-554.39-00	$1,347	POOLED CASH FY22-25 RESOLUTION# 2026-025	2684
		103-3240-554.39-00	$785	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	2684
3	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$80,026**	
3	**Total Budget Amendments/Transfers**		**CDBG**	**$80,026**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/01/2025	104-3240-554.83-23	$53,880	PO#79508 C.H. INITIATIVE RESOLUTION# 2025-089	815
	02/10/2026	104-3240-554.83-22	$100,920	FY23 1ST TIME BUY LESS PO RESOLUTION# 2026-009	1966

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	02/10/2026	104-3240-554.83-22	$12,747	FY23+PRIOR CHDO CRRYFRWRD RESOLUTION# 2026-009	1966
		104-3240-581.91-01	$1,116	FY23/FY24 HOME ADMIN RESOLUTION# 2026-009	1966
		104-3240-554.83-22	$11,407	FY24 CHDO CARRY FORWARD RESOLUTION# 2026-009	1966
		104-3240-554.83-22	$9,738	FY25 CHDO CARRY FORWARD RESOLUTION# 2026-009	1966
		104-3240-554.83-00	$176	FY25 PROGRAM INTEREST RESOLUTION# 2026-009	1966
		104-3240-554.83-00	$1,121	FY25 REMAINING ADMIN RESOLUTION# 2026-009	1966
		104-3240-554.83-22	$48,693	FY25 1ST TIME HOME BUYER RESOLUTION# 2026-009	1966
		104-3240-554.51-00	($100)	REDUCE TO ACTUAL ALLOC RESOLUTION# 2026-009	1966
		104-3240-554.83-23	($30,748)		
		104-3240-554.83-22	($57)		
		104-3240-554.23-09	$1	UPDATE ADMIN ALLOCATION RESOLUTION# 2026-009	1966
		104-3240-554.21-00	$79		
		104-3240-554.23-07	($14)		
		104-3240-554.39-00	($1,728)		
		104-3240-554.13-00	$3,952		
		104-3240-554.12-00	($2,835)		
		104-3240-554.27-00	($76)		
		104-3240-554.23-08	($2)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	02/10/2026	104-3240-554.23-00	($3)	UPDATE ADMIN ALLOCATION RESOLUTION# 2026-009	1966
		104-3240-554.22-00	($240)		
		104-3240-554.23-04	($343)		
		104-3240-554.24-00	($2)		
	07/01/2026	104-3240-554.83-23	($100,793)	CORRECT ACCOUNT # FOR CHI MOVED TO CONTRACT SRVCS	4045
		104-3240-554.34-00	$100,793	PO #85120 C.H. INITIATIVE MOVED FROM GRANTS & AIDS	4045
3	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$207,682**	
3	**Total Budget Amendments/Transfers**		**BREVARD COUNTY HOME**	**$207,682**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/01/2025	105-3240-554.83-00	$3,375	PO#81863 GREEN LEAF HOME RESOLUTION# 2025-089	815
		105-3240-554.83-00	$205	PO#83871 GREEN LEAF HOME RESOLUTION# 2025-089	815
	02/10/2026	105-3240-554.83-00	$14,691	FY23 HHRP IAN/NICOLE RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$3,634	FY23 PROGRAM INTEREST RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$180,715	FY24 CARRYFORWARD LESS PO RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$101	FY24 HHRP IAN/NICOLE RESOLUTION# 2026-009	1966

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	02/10/2026	105-3240-554.83-00	$1,658	FY24 PROGRAM INCOME RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$7,203	FY24 PROGRAM INTEREST RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$2,004	FY25 EXCESS ADMIN CRRYFWD RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$133,515	FY25 HUD CARRY FORWARD RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$303	FY25 PROG INCOME INTEREST RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$13,729	FY25 PROGRAM INCOME RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$19,259	FY25 PROGRAM INTEREST RESOLUTION# 2026-009	1966
		105-3240-554.12-00	($8,805)	UPDATE ADMIN ALLOCATION RESOLUTION# 2026-009	1966
		105-3240-554.27-00	($287)		
		105-3240-554.23-08	($8)		
		105-3240-554.13-00	$10,194		
		105-3240-554.23-09	($1)		
		105-3240-554.23-04	($1,307)		
		105-3240-554.23-07	($46)		
		105-3240-554.21-00	$84		
		105-3240-554.23-00	($9)		
		105-3240-554.22-00	$185		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$380,392**	
2	**Total Budget Amendments/Transfers**		**SHIP/HOUSING ASSISTANCE**	**$380,392**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	10/14/2025	107-3200-524.56-15	$704	SAMSARA RESOLUTION# 2025-074	231
		107-3200-524.72-35	($33)		
		107-3200-524.71-35	($697)		
		107-3200-524.49-00	$26		
	12/09/2025	107-3200-581.91-01	$3,366	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	1099
	12/31/2025	107-3200-524.34-00	($16,388)	TEMPORARY TOUGHBOOK FUNDS	1431
		107-3200-524.56-15	$7,903		
	01/13/2026	107-3200-524.56-15	($7,903)	REPLINISH CONTRACT SRVCS RESOLUTION# 2026-005	1569
		107-3200-524.34-00	$16,388		
		107-3200-524.56-15	$8,000	TOUGH BOOKS RESOLUTION# 2026-005	1569
	01/30/2026	107-3200-524.12-00	$41,641	3) MOVE DROP SALARIES JANUARY CLEANUP	1793
		107-3200-524.14-00	$3,000		
		107-3200-524.13-00	($44,641)		
	04/28/2026	107-3200-524.12-00	($923)	SCIENS (ERP) 1.23% RESOLUTION# 2026-030	2875
		107-3200-524.34-00	$923		
	05/26/2026	107-3200-524.12-00	($80,000)	BUILDING INSPECTOR SRVCS 5-26-26 CLERK'S JOURNAL	3385
		107-3200-524.34-00	$80,000		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	07/01/2026	107-3200-524.25-00	$3,300	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		107-3200-524.23-04	($4,296)		
		107-3200-524.12-12	$996		
	07/14/2026	107-3200-524.21-00	($4,000)	COVER PDCS CONTRACT C/O SEE 7/14 CLERK'S JOURNAL	4030
		107-3200-524.23-04	($32,700)		
		107-3200-524.22-00	($10,000)		
		107-3200-524.34-00	$46,700		
9	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$11,366**	
3232 - CODE ENFORCEMENT					
3232 - CODE ENFORCEMENT	10/14/2025	107-3232-524.64-00	$58,298	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230
	12/31/2025	107-3232-524.56-15	$8,485	TEMPORARY TOUGHBOOK FUNDS	1431
	01/13/2026	107-3232-524.56-15	($8,485)	REPLINISH CONTRACT SRVCS RESOLUTION# 2026-005	1569
		107-3232-524.56-15	$11,808	TOUGH BOOKS RESOLUTION# 2026-005	1569
	02/10/2026	107-3232-524.40-00	$2,500	2 BLDG CODE ENF OFFICERS RESOLUTION# 2026-069	1985
		107-3232-524.52-30	$1,000		
		107-3232-524.55-00	$1,500		
		107-3232-524.52-02	$1,000		
		107-3232-524.42-00	$2,000		
		107-3232-524.54-00	$500		
		107-3232-524.46-03	$1,000		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3232 - CODE ENFORCEMENT	02/10/2026	107-3232-524.41-00	$2,000	2 BLDG CODE ENF OFFICERS RESOLUTION# 2026-069	1985
	04/28/2026	107-3232-524.52-00	$66	CODE OPERATIONAL COSTS RESOLUTION# 2026-030	2874
		107-3232-524.47-00	$156		
		107-3232-524.49-00	$387		
		107-3232-524.56-15	$2,496		
		107-3232-524.46-03	$100		
		107-3232-524.23-04	($100)	COVER OVERTIME COSTS RESOLUTION# 2026-030	2875
		107-3232-524.14-00	$100		
		107-3232-524.23-04	($112)	COVER PRSNL SRVC THRU YE RESOLUTION# 2026-030	2875
		107-3232-524.23-00	$112		
	05/12/2026	107-3232-524.46-03	$3,000	VEHICLE LAPTOP MOUNTS RESOLUTION# 2026-035	3197
		107-3232-524.52-00	$1,000		
	07/01/2026	107-3232-524.23-04	($1,481)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		107-3232-524.12-12	$735		
		107-3232-524.24-00	$746		
7	**Total Budget Amendments/Transfers**		**Division 3232 Total**	**$88,811**	
11	**Total Budget Amendments/Transfers**		**BUILDING PERMITS**	**$100,177**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	01/13/2026	108-3240-517.71-00	$18,010	FY25 CARRY FORWARD CDBG RESOLUTION# 2026-006	1571

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	01/13/2026	108-3240-517.71-00	($13,575)	SHORE UP FY26 AWARD RESOLUTION# 2026-006	1571
	02/10/2026	108-3240-517.71-00	$14,009	FY25 & PRIOR PROG INC+INT RESOLUTION# 2026-009	1966
	04/14/2026	108-3240-581.91-03	$1,347	POOLED CASH FY22-25 RESOLUTION# 2026-025	2684
		108-3240-581.91-03	$785	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	2684
3	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$20,576**	
3	**Total Budget Amendments/Transfers**		**SEC 108 LOAN GUARANTEE**	**$20,576**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	10/28/2025	110-3230-559.63-07	$180,000	T-DOCKS DESIGN RESOLUTION# CCRA2025-947	520
	11/01/2025	110-3230-559.63-00	$1,704	PO#77934 INFRA SOLTN SRVC RESOLUTION# 2025-089	815
		110-3230-517.71-31	$27	PO#83115 COCOA VILL PRTNR RESOLUTION# 2025-089	815
		110-3230-559.63-00	$86,580	PO#83823 MYRA PLANNING RESOLUTION# 2025-089	815
	11/18/2025	110-3230-559.39-00	($1,494,500)	DAYSLIP FIND MATCH PHASE2 RES# CCRA-2025-932	895
		110-3230-581.91-34	$1,494,500		
	12/01/2025	110-3230-559.64-15	$35,630	PARK SECURITY CAMERAS RES# CCRA-2025-1083	922
		110-3230-559.71-00	($62,211)	5) SHORE UP POSTAGE LEASE	1084

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	12/01/2025	110-3230-559.72-00	($1,834)	NOVEMBER CLEANUP	1084
		110-3230-517.71-31	$46,004		
		110-3230-517.72-31	$14,173		
		110-3230-559.40-00	$3,868	5) SHORE UP TRAVEL NOVEMBER CLEANUP	1084
	12/15/2025	110-3230-581.91-01	$88,000	CCRA POLICE OVERTIME RES# CCRA-2025-1085	1098
	01/13/2026	110-3230-559.63-00	$50,000	CV WAYFINDING & SIGNAGE RESOLUTION# 2026-004	1561
		110-3230-559.63-07	$4,501	PARK FENCING RESOLUTION# 2026-004	1561
		110-3230-559.64-00	$23,993	PARK LIGHTING & CAMERAS RESOLUTION# 2026-004	1561
		110-3230-559.63-00	$653,518	VILLAGE STREET PARKING RESOLUTION# 2026-004	1561
	02/04/2026	110-3230-559.39-00	($51,044)	SHORE UP COUNTY TIF REV RES# CCRA 2026-001	1833
		110-3230-559.39-00	($9,388)	SHORE UP D4 PARK TIF REV RES# CCRA 2026-001	1833
	04/06/2026	110-3230-517.72-31	$139	CORRECT POST OFFICE LEASE RESOLUTION# CCRA-2026-003	2553
		110-3230-559.39-00	($5,349)		
		110-3230-517.71-31	$5,210		
		110-3230-559.55-00	($338)	COVER INSURANCE OVERAGE RESOLUTION# CCRA-2026-002	2552
		110-3230-559.45-00	$338		
8	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$1,063,521**	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
8	**Total Budget Amendments/Transfers**		**CRA COCOA RDA**	**$1,063,521**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/01/2025	111-3230-559.83-00	$500	PO#80786 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	$850	PO#80815 SHERWIN WILLIAMS RESOLUTION# 2025-089	815
		111-3230-559.83-00	$500	PO#80838 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	$850	PO#80848 SHERWIN WILLIAMS RESOLUTION# 2025-089	815
		111-3230-559.83-00	$500	PO#80894 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	$500	PO#82788 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	$4,320	PO#84099 BC CTY COMMISION RESOLUTION# 2025-089	815
	01/13/2026	111-3230-559.63-00	$141,226	BUS STOP SHELTERS RESOLUTION# 2026-004	1561
		111-3230-559.83-11	$37,500	FY25 UPSTART CARRYFORWARD RESOLUTION# 2026-004	1561
		111-3230-559.63-00	$50,000	PROVOST/GILMORE DEVELPMNT RESOLUTION# 2026-004	1561
		111-3230-559.63-00	$50,000	RESURFACE STAMPED PAVEMNT RESOLUTION# 2026-004	1561
	01/26/2026	111-3230-559.39-00	($48,600)	SHORE UP COUNTY TIF REV RES# DSCRA	1739

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	01/26/2026			2026-001	
		111-3230-559.39-00	$866	SHORE UP D4 PARK TIF REV RES# DSCRA 2026-001	1739
	04/28/2026	111-3230-559.55-00	($331)	DIAMOND SQUARE INSURANCES RESOLUTION#DSCRA-2026-002	2876
		111-3230-559.45-00	$331		
	07/01/2026	111-3230-559.83-00	($111,000)	CORRECT ACCOUNT # FOR CHI MOVED TO CONTRACT SRVCS	4045
		111-3230-559.34-00	$111,000	PO #85120 C.H. INITIATIVE MOVED FROM GRANTS & AIDS	4045
		111-3230-559.40-00	($100)	3)RECLASS FUNERAL FLOWERS JUNE CLEANUP	4143
		111-3230-559.49-00	$100		
5	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$239,012**	
5	**Total Budget Amendments/Transfers**		**CRA DIAMOND SQUARE 626**	**$239,012**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	04/14/2026	130-1600-581.91-01	$5,661	POOLED INTEREST FY21-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$5,661**	
1	**Total Budget Amendments/Transfers**		**AMERICAN RESCUE PLAN FUND**	**$5,661**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	12/09/2025	143-2100-521.52-00	$13,901	PD GYM EQUIPMENT RESOLUTION# 2025-086	1096

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	12/09/2025	143-2100-521.64-00	$6,099	PD GYM EQUIPMENT RESOLUTION# 2025-086	1096
	12/31/2025	143-2100-521.52-00	($1,499)	7) GYM EQUIPMENT DELIVERY DECEMBER CLEANUP	1367
		143-2100-521.64-00	$1,499		
	03/01/2026	143-2100-521.52-00	$1,249	4) PD FITNESS EQUIPMENT FEBRUARY CLEANUP	2539
		143-2100-521.64-00	($1,249)		
3	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$20,000**	
3	**Total Budget Amendments/Transfers**		**FEDERAL FORFEITURE FUND**	**$20,000**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	04/14/2026	201-1600-581.91-01	$20,455	POOLED INTEREST FY20-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$20,455**	
1	**Total Budget Amendments/Transfers**		**DEBT SERVICE FUND**	**$20,455**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/18/2025	304-3580-572.63-00	$1,494,500	DAYSLIP FIND GRANT PHASE2 RESOLUTION# 2025-084	893
		304-3580-572.63-00	$1,494,500	DAYSLIP FIND MATCH PHASE2 RESOLUTION# 2025-084	895
	07/30/2026	304-3580-572.63-00	($1,494,500)	CORR. ACCT - GRANT PHASE2 IOTB - NOT INFRASTRUCTURE	4325
		304-3580-572.63-00	($1,494,500)	CORR. ACCT - MATCH PHASE2 IOTB -	4325

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	07/30/2026			NOT INFRASTRUCTURE	
		304-3580-572.63-07	$1,494,500	DAYSLIP FIND GRANT PHASE2 RESOLUTION# 2025-084	4325
		304-3580-572.63-07	$1,494,500	DAYSLIP FIND MATCH PHASE2 RESOLUTION# 2025-084	4325
2	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$2,989,000**	
2	**Total Budget Amendments/Transfers**		**DAY SLIPS / REVETMENT**	**$2,989,000**	
1506 - INVENTORY					
1506 - INVENTORY	11/01/2025	421-1506-536.56-15	$1,028	5) WAREHOUSE SCANNER OCTOBER CLEANUP	631
		421-1506-536.46-00	($1,028)		
	04/28/2026	421-1506-536.63-07	$43,900	WAREHOUSE LOADING DOCK RESOLUTION# 2026-030	2875
		421-1506-536.46-00	($43,900)		
2	**Total Budget Amendments/Transfers**		**Division 1506 Total**	**$0**	
1515 - UTILITY SUPPORT SERVICES					
1515 - UTILITY SUPPORT SERVICES	11/01/2025	421-1515-536.52-00	($12,309)	1) MDX CAPITAL PURCHASE OCTOBER CLEANUP	631
		421-1515-536.64-00	$12,309		
	01/30/2026	421-1515-536.12-12	$3,567	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		421-1515-536.12-00	($3,567)		
		421-1515-536.49-00	$258	4)COVER OTHER CHARGES&OBL JANUARY CLEANUP	1793
		421-1515-536.52-00	($258)		
	04/28/2026	421-1515-536.12-00	($147)	ACCRUAL PAYOUT RESOLUTION#	2875

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1515 - UTILITY SUPPORT SERVICES	04/28/2026	421-1515-536.12-12	$147	2026-030	2875
		421-1515-536.49-00	$700	CUSTOMER REPAIR RESOLUTION# 2026-030	2875
		421-1515-536.52-00	($700)		
3	**Total Budget Amendments/Transfers**		**Division 1515 Total**	**$0**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/14/2025	421-4010-536.49-00	$326	SAMSARA RESOLUTION# 2025-074	231
		421-4010-536.56-15	$38,309		
	11/01/2025	421-4010-536.31-01	$3,537	PO#77360 DELAPARTE & GIL RESOLUTION# 2025-089	833
		421-4010-536.31-00	$15,270	PO#78424 STANTEC CNSLTNG RESOLUTION# 2025-089	833
		421-4010-536.31-01	$13,440	PO#78979 GARNGANESE, WEIS RESOLUTION# 2025-089	833
		421-4010-536.34-00	$32,929	PO#82935 US GEOLOGICAL SU RESOLUTION# 2025-089	833
		421-4010-536.31-00	$11,808	PO#82974 STANTEC CNSLTNG RESOLUTION# 2025-089	833
		421-4010-536.34-00	($5,000)	11) REPLACE LAB ICE MAKER OCTOBER CLEANUP	631
		421-4010-536.46-00	$5,000		
		421-4010-536.56-15	$8,950	4)CLEARGOV BUDGET 50% UT OCTOBER CLEANUP	631
		421-4010-536.34-00	($8,950)		
	12/01/2025	421-4010-536.49-00	$3,200	7) AGENT FEES NOVEMBER CLEANUP	1084
		421-4010-536.73-00	($3,200)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	12/01/2025	421-4010-536.73-00	($100)	7) REDEMPTION FEES NOVEMBER CLEANUP	1084
		421-4010-536.49-00	$100		
	12/09/2025	421-4010-581.91-01	$77,416	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	1099
		421-4010-536.39-00	($77,416)		
	02/10/2026	421-4010-536.39-00	($59,400)	CAROLLO WRF SERVICES RESOLUTION# 2026-066	1983
		421-4010-536.39-00	($166,787)	TRANSFORMER PURCHASE RESOLUTION# 2026-023	1980
	04/14/2026	421-4010-581.91-24	$3,477,834	DYAL CO2 REPLACEMENT RESOLUTION# 2026-027	2685
	04/28/2026	421-4010-536.39-00	($36,423)	SCIENS (ERP) 48.60% RESOLUTION# 2026-030	2875
		421-4010-536.34-00	$36,423		
	07/01/2026	421-4010-536.31-00	($9,932)	12) DEBTBOOK & SAMSARA	4143
		421-4010-536.56-15	$9,932		
	07/28/2026	421-4010-536.39-00	($119,819)	WFO REPLACEMENT DUMPTRUCK SEE 7/28 CLERK'S JOURNAL	4234
9	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$3,247,447**	
4011 - EMERGENCY/DISASTER SVS					
4011 - EMERGENCY/DISASTER SVS	06/09/2026	421-4011-525.56-15	$2,120	OFFLINE PRINTER RESOLUTION# 2026-041	3542
		421-4011-525.51-00	$688	P-CARD CHARGES - SUPPLIES RESOLUTION# 2026-041	3542
1	**Total Budget Amendments/Transfers**		**Division 4011 Total**	**$2,808**	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/01/2025	421-4020-536.31-03	$2,070	PO#79792 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		421-4020-536.31-03	$5,111	PO#82308 HDR ENGINEERING RESOLUTION# 2025-089	833
		421-4020-536.31-27	$245,419	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	833
		421-4020-536.34-00	$8,900	PO#83275 BIO-TECH CONSULT RESOLUTION# 2025-089	833
		421-4020-536.46-00	$25,368	PO#83456 FLUID CONTROL SP RESOLUTION# 2025-089	833
		421-4020-536.56-15	$769	PO#83540 CDW GOVERNMENT RESOLUTION# 2025-089	833
		421-4020-536.64-00	$17,423	PO#83875 VIABLE TECH RESOLUTION# 2025-089	833
		421-4020-536.46-02	$289,839	PO#83946 HAMILTON ROOFING RESOLUTION# 2025-089	833
		421-4020-536.63-07	$48,736	PO#84072 DAVE'S FENCE RESOLUTION# 2025-089	833
	01/12/2026	421-4020-536.62-00	($115,500)	5 HSP#1 EXHAUST FANS CORRECT EQUIPMENT ACCOUNT	1572
		421-4020-536.64-00	$115,500		
	01/13/2026	421-4020-536.64-15	$18,992	SCADA SERVER UPGRADE RESOLUTION# 2026-004	1561
	01/30/2026	421-4020-536.64-00	$37,276	2) SHORTFALL ON MAG METER JANUARY CLEANUP	1793
		421-4020-536.52-09	($37,276)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	01/30/2026	421-4020-536.12-00	($897)	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		421-4020-536.12-12	$897		
		421-4020-536.12-00	($43,926)	3) EMPLOYEE ENTERING DROP JANUARY CLEANUP	1793
		421-4020-536.13-00	$43,926		
		421-4020-536.52-02	$1,200	6) NEW EMPLOYEE JACKETS JANUARY CLEANUP	1793
		421-4020-536.52-00	($1,200)		
		421-4020-536.41-00	$5,701	7)COVER CHARTER SHORTFALL JANUARY CLEANUP	1793
		421-4020-536.43-00	($5,701)		
	02/10/2026	421-4020-536.64-00	$15,163	TRANSFORMER PURCH CONTING RESOLUTION# 2026-023	1980
		421-4020-536.64-00	$151,624	TRANSFORMER PURCHASE RESOLUTION# 2026-023	1980
	04/28/2026	421-4020-536.31-27	$5,111	TCR001 CHANGE ORDER SEE 4/28 CLERK'S JOURNAL	2910
		421-4020-536.31-03	($5,111)		
	05/31/2026	421-4020-536.52-09	($20,000)	1) MICROSOFT LICENSES MAY CLEANUP	3448
		421-4020-536.56-15	$20,000		
		421-4020-536.52-00	$40,000	3) OPERATING SHORTFALL MAY CLEANUP	3448
		421-4020-536.52-09	($40,000)		
		421-4020-536.40-00	$2,000	8)FLGISA ANNUAL CONFRENCE MAY CLEANUP	3448
		421-4020-536.34-00	($2,000)		
	07/01/2026	421-4020-536.43-00	($6,523)	1) DEMARC DEDICATED LINES JUNE CLEANUP	4143
		421-4020-536.41-00	$6,523		
		421-4020-536.14-00	$75,000	13)COVER SALARIES THRU YE JUNE	4143

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	07/01/2026	421-4020-536.12-12	$4,318	CLEANUP	4143
		421-4020-536.12-00	($4,318)		
		421-4020-536.23-04	($75,000)		
		421-4020-536.56-15	$10,000	8) SHORTFALL ON REQ#51663 JUNE CLEANUP	4143
		421-4020-536.46-00	($10,000)		
	07/14/2026	421-4020-536.64-00	$54,000	CONTROLLER UPGRADES SEE 7/14 CLERK'S JOURNAL	4039
		421-4020-536.34-00	($35,008)		
		421-4020-536.64-15	($18,992)		
		421-4020-536.52-09	($90,000)	COVER OPERATING THRU YE SEE 7/14 CLERK'S JOURNAL	4041
		421-4020-536.52-00	$90,000		
		421-4020-536.34-00	($30,000)	GENERATOR REPAIRS-WELL#25 SEE 3/10 CLERK'S JOURNAL	4040
		421-4020-536.46-00	$30,000		
9	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$829,414**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	11/01/2025	421-4025-536.46-00	$37,504	PO#82598 GOODSON PAVING RESOLUTION# 2025-089	833
		421-4025-536.46-00	$5,952	PO#83647 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	$47,501	PO#83791 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	$32,521	PO#83982 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	$22,694	PO#83992 CORE & MAIN RESOLUTION#	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4025 - WATER FIELD OPERATIONS	11/01/2025			2025-089	
		421-4025-536.46-00	$2,700	PO#84052 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	$6,491	PO#84056 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-02	$4,694	PO#84068 TECH SYSTEMS INC RESOLUTION# 2025-089	833
		421-4025-536.46-00	$7,674	PO#84073 CORE & MAIN RESOLUTION# 2025-089	833
		421-4025-536.64-00	$24,610	PO#84097 FLORIDA MASTER T RESOLUTION# 2025-089	833
		421-4025-536.46-00	($29,000)	6) INFRAMAP/WATER LICENSE OCTOBER CLEANUP	631
		421-4025-536.56-15	$29,000		
	01/13/2026	421-4025-536.64-00	$11,535	WATER METER TEST BENCH RESOLUTION# 2026-004	1561
	01/30/2026	421-4025-536.12-00	($574)	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		421-4025-536.12-12	$574		
		421-4025-536.12-00	($363)	3)BI-LINGUAL PAY-HAS MEMO JANUARY CLEANUP	1793
		421-4025-536.15-00	$363		
	04/28/2026	421-4025-536.43-00	$5,000	FL CITY GAS INCREASES RESOLUTION# 2026-030	2875
		421-4025-536.44-00	($5,000)		
	07/01/2026	421-4025-536.12-00	($2,426)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		421-4025-536.12-12	$2,426		
	07/28/2026	421-4025-536.64-00	$119,819	WFO REPLACEMENT DUMPTRUCK SEE 7/28 CLERK'S JOURNAL	4234

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
6	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$323,695**	
4055 - ENGINEERING					
4055 - ENGINEERING	11/01/2025	421-4055-536.31-03	$442,471	PO#82114 JACOBS GROUP INC RESOLUTION# 2025-089	833
		421-4055-536.63-00	$198,568	PO#82362 CHA CONSULTING RESOLUTION# 2025-089	833
		421-4055-536.63-00	$109,989	PO#82653 KIMLEY-HORN RESOLUTION# 2025-089	833
	01/13/2026	421-4055-536.63-00	($104,715)	INV #85385-03 ACRRUAL RESOLUTION# 2026-004	1561
	04/28/2026	421-4055-536.31-00	($3,448)	EXTRA COROLLO WORK RESOLUTION# 2026-030	2875
		421-4055-536.31-03	$3,448		
	07/01/2026	421-4055-536.31-03	$24,900	10) C/O CAROLLO PO#84217 JUNE CLEANUP	4143
		421-4055-536.31-00	($24,900)		
		421-4055-536.31-00	($1,000)	11) VEHICLE REPAIR NEEDS JUNE CLEANUP	4143
		421-4055-536.46-03	$1,000		
4	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$646,313**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/01/2025	421-4120-536.46-00	$2,271	PO#83451 GRAYBAR ELECTRIC RESOLUTION# 2025-089	833
		421-4120-536.34-00	$9,750	PO#83579 AERZEN USA CORP RESOLUTION# 2025-089	833
		421-4120-536.46-00	$18,290	PO#84046 THOMPSON PUMP &	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	11/01/2025			RESOLUTION# 2025-089	
	01/13/2026	421-4120-536.64-00	$14,255	COMPRESSOR-BREAKERS-PLUGS RESOLUTION# 2026-004	1561
		421-4120-536.64-00	$14,178	UTILITY CART RESOLUTION# 2026-004	1561
	01/30/2026	421-4120-536.12-12	$1,158	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		421-4120-536.12-00	($1,158)		
		421-4120-536.46-00	($6,200)	5) RPLCMNT AIR COMPRESSOR JANUARY CLEANUP	1793
		421-4120-536.64-00	$6,200		
		421-4120-536.46-00	($60)	7)COVER CHARTER SHORTFALL JANUARY CLEANUP	1793
		421-4120-536.41-00	$60		
	02/10/2026	421-4120-536.31-03	$59,400	CAROLLO WRF SERVICES RESOLUTION# 2026-066	1983
	03/01/2026	421-4120-536.46-00	($4,000)	1) TIME CLOCK & LAPTOPS FEBRUARY CLEANUP	2539
		421-4120-536.56-15	$4,000		
		421-4120-536.44-00	$20,261	2) GENERATOR RENTAL FEBRUARY CLEANUP	2539
		421-4120-536.46-00	($20,261)		
	04/28/2026	421-4120-536.12-00	($15,987)	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		421-4120-536.12-12	$15,987		
		421-4120-536.46-02	($1,486)	COVER NEGATIVE BALANCE RESOLUTION# 2026-030	2875
		421-4120-536.56-15	$1,486		
		421-4120-536.46-02	($1,742)	SE GATE CAMERA RESOLUTION# 2026-030	2875
		421-4120-536.56-15	$1,742		
		421-4120-536.46-00	($34,908)	2 UV NITRATE SENSORS RESOLUTION#	2875

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	04/28/2026	421-4120-536.64-00	$34,908	2026-030	2875
	07/01/2026	421-4120-536.40-00	($130)	4) EAST GATE CAM LICENSE JUNE CLEANUP	4143
		421-4120-536.56-15	$130		
7	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$118,144**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/01/2025	421-4125-536.46-00	$29,720	PO#84093 BARNEY'S PUMPS RESOLUTION# 2025-089	833
		421-4125-536.46-00	($5,000)	6) INFRAMAP/WATER LICENSE OCTOBER CLEANUP	631
		421-4125-536.56-15	$5,000		
	01/13/2026	421-4125-536.64-15	$300,000	LIFTSTATION COMMS UPGRADE RESOLUTION# 2026-004	1561
	01/30/2026	421-4125-536.12-00	($121)	3)BI-LINGUAL PAY-HAS MEMO JANUARY CLEANUP	1793
		421-4125-536.15-00	$121		
	04/28/2026	421-4125-536.12-12	$368	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		421-4125-536.12-00	($368)		
	05/31/2026	421-4125-536.46-00	($45,000)	6) VACCON TRUCK REPAIRS MAY CLEANUP	3448
		421-4125-536.46-03	$45,000		
	07/01/2026	421-4125-536.12-00	($45,906)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		421-4125-536.14-00	$45,906		
6	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$329,720**	
4700 - DEBT SERVICE					

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4700 - DEBT SERVICE	10/14/2025	421-4700-591.71-35	($36,922)	SAMSARA RESOLUTION# 2025-074	231
		421-4700-591.72-35	($1,713)		
1	**Total Budget Amendments/Transfers**		**Division 4700 Total**	**($38,635)**	
16	**Total Budget Amendments/Transfers**		**WATER/SEWER FUND**	**$5,458,906**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/14/2025	423-3570-538.63-00	($6,440)	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230
		423-3570-538.64-00	$6,440		
		423-3570-538.72-35	($130)	SAMSARA RESOLUTION# 2025-074	231
		423-3570-538.39-00	($1,610)		
		423-3570-538.56-15	$4,527		
		423-3570-538.71-35	($2,787)		
	11/01/2025	423-3570-538.34-00	$300	PO#77832 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.31-00	$601		
		423-3570-538.34-00	$1	PO#80291 FUTURE HORIZONS RESOLUTION# 2025-089	833
		423-3570-538.34-00	$1	PO#82065 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.34-00	$301	PO#82066 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.34-00	$1	PO#83266 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.34-00	$1	PO#83286 BEEMATS LLC RESOLUTION#	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	11/01/2025			2025-089	
		423-3570-538.63-00	$31,225	PO#83786 KIMLEY-HORN RESOLUTION# 2025-089	833
		423-3570-538.46-00	$4,600	PO#83978 EAST COAST FENCE RESOLUTION# 2025-089	833
		423-3570-538.46-00	$1,794	PO#83979 EAST COAST FENCE RESOLUTION# 2025-089	833
	12/09/2025	423-3570-581.91-01	$7,293	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	1099
	01/13/2026	423-3570-538.63-00	$700	LONDON DITCH DESIGN RESOLUTION# 2026-004	1561
	04/28/2026	423-3570-538.39-00	($30,000)	EXTRA STORMWATER REPAIRS RESOLUTION# 2026-030	2875
		423-3570-538.46-00	$30,000		
		423-3570-538.34-00	$1,136	SCIENS (ERP) 1.51% RESOLUTION# 2026-030	2875
		423-3570-538.39-00	($1,136)		
	06/09/2026	423-3570-538.39-00	($28,800)	LONDON DITCH DESIGN RESOLUTION# 2026-040	3544
		423-3570-538.63-00	$28,800		
	07/01/2026	423-3570-538.12-00	($63,600)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		423-3570-538.13-00	$60,000		
		423-3570-538.27-00	$3,600		
		423-3570-538.43-00	$13,000	6) COVER ACCOUNTS THRU YE JUNE CLEANUP	4143
		423-3570-538.46-00	$7,000		
		423-3570-538.31-00	($20,400)		
		423-3570-538.56-15	$400		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
7	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$46,818**	
7	**Total Budget Amendments/Transfers**		**STORMWATER UTILITY**	**$46,818**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	04/14/2026	424-4010-581.91-21	$309,271	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$309,271**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/01/2025	424-4020-536.63-00	$105,720	PO#81086 CROM LLC RESOLUTION# 2025-089	833
		424-4020-536.63-07	$8,796	PO#83276 JACOBS GROUP INC RESOLUTION# 2025-089	833
		424-4020-536.62-00	$7,187	PO#83465 JACOBS GROUP INC RESOLUTION# 2025-089	833
		424-4020-536.63-07	$615,322	PO#84075 JACOBS GROUP INC RESOLUTION# 2025-089	833
	12/01/2025	424-4020-536.64-00	$0	1) COMBINE PROJECTS NOVEMBER CLEANUP	1084
	01/13/2026	424-4020-536.63-00	$260,000	CAL-FLO POLYMER TANK RESOLUTION# 2026-004	1561
		424-4020-536.64-00	$153,000	JOCKEY HIGH SERVICE PUMPS RESOLUTION# 2026-004	1561
		424-4020-536.63-07	$200,458	REACTOR QUALIFIER 1 & 2 RESOLUTION# 2026-004	1561
		424-4020-536.63-00	$1,338,148		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	01/13/2026	424-4020-536.62-00	$1,314	REMODEL OPS BUILDING RESOLUTION# 2026-004	1561
3	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$2,689,945**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	02/10/2026	424-4025-536.63-63	$830,440	FY25 BUDGET ROLL FEDERAL RESOLUTION# 2026-009	1966
		424-4025-536.63-64	$93,425	FY25 BUDGET ROLL STATE RESOLUTION# 2026-009	1966
1	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$923,865**	
4055 - ENGINEERING					
4055 - ENGINEERING	10/14/2025	424-4055-536.63-00	$2,547,000	BANANA RIVER CONSTRUCTION RESOLUTION# 2025-071	228
		424-4055-536.63-00	$254,700	BANANA RIVER CONTINGENCY RESOLUTION# 2025-071	228
	10/17/2025	424-4055-536.63-00	$302,187	BANANA RIVER ENGINEERING RESOLUTION# 2025-072	229
	11/01/2025	424-4055-536.63-00	$25,661	PO#78454 DRMP, INC RESOLUTION# 2025-089	833
		424-4055-536.63-00	$106,454	PO#81190 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	$10,568	PO#81348 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	$1,016,607	PO#81414 WHARTON SMITH RESOLUTION# 2025-089	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/01/2025	424-4055-536.63-00	$43,715	PO#81898 CAROLLO ENGINEER RESOLUTION# 2025-089	833
		424-4055-536.63-00	$35,922	PO#82104 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	$2,864,132	PO#82211 ATLANTIC DEVELOP RESOLUTION# 2025-089	833
		424-4055-536.63-00	$2,400,265	PO#82212 ATLANTIC DEVELOP RESOLUTION# 2025-089	833
		424-4055-536.63-00	$200,079	PO#82219 DRMP, INC RESOLUTION# 2025-089	833
		424-4055-536.63-00	$61,517	PO#82220 DRMP, INC RESOLUTION# 2025-089	833
		424-4055-536.63-00	$6,825	PO#82247 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	$22,777	PO#83234 KIMLEY-HORN RESOLUTION# 2025-089	833
		424-4055-536.63-00	$17,635	PO#83268 COROLLO ENGINEER RESOLUTION# 2025-089	833
		424-4055-536.63-00	$95,780	PO#83655 MCKIM & CREED RESOLUTION# 2025-089	833
		424-4055-536.63-00	$433,077	PO#83825 JACOBS ENGINEER RESOLUTION# 2025-089	833
		424-4055-536.63-00	$619,197	PO#83998 CAROLLO ENGINEER RESOLUTION# 2025-089	833
	01/13/2026	424-4055-536.63-00	$186,000	AC RAW WATER PIPLINE RESOLUTION# 2026-004	1561

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	01/13/2026	424-4055-536.63-00	$140,000	CAL-FLO POLYMER TANK RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$200,000	CAMP RD/US1 FORCEMAIN RPL RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$2,220,118	DYAL CO2 BULK REPLACEMENT RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$1,414,106	DYAL WELL #17 RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$826,825	ELEVATED TANK REPAIRS RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$271,792	FRIDAY RD - WINWARD PRSRV RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$1,284,000	GW WASHWTR TANK RECOATING RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$195,638	OSAGE/ANG - COCOA LAKES RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$5,783,606	OZONE IMPROVEMENTS RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$2,500,000	PINEDA WATERMAIN CROSSING RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$1,912,358	PIPE INFRA ASSESS&REPLACE RESOLUTION# 2026-004	1561
		424-4055-536.63-00	($194,134)	PO#81414 RETAINAGE RESOLUTION# 2026-004	1561
		424-4055-536.63-00	($18,225)	PO#82211 RETAINAGE RESOLUTION# 2026-004	1561

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	01/13/2026	424-4055-536.63-00	($63,371)	PO#82212 RETAINAGE RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$107,309	REPLACE LIFT STATION #19 RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$102,347	SEAWALL REPLACEMENT LS1 RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$2,149,050	SELLER SCADA ENGINEERING RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$77,000	TAYLOR CREEK RES PMP RPLC RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$667	WT-63 REPLACEMENT OF DYAL RESOLUTION# 2026-004	1561
	02/10/2026	424-4055-536.63-00	$0	DYET22 BID B-26-01-COC RESOLUTION# 2026-065	1984
	03/01/2026	424-4055-536.63-00	$0	5) PRE-PROJECT DEMOLITION FEBRUARY CLEANUP	2539
	03/10/2026	424-4055-536.63-00	$0	CATALINA WATERMAIN SEE 3/10 CLERK'S JOURNAL	2306
	04/14/2026	424-4055-536.63-00	$3,477,834	DYAL CO2 REPLACEMENT RESOLUTION# 2026-027	2685
8	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$33,637,018**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/01/2025	424-4120-536.64-15	$303,870	PO#83582 CAROLLO ENGINEER RESOLUTION# 2025-089	833
		424-4120-536.64-00	$281,963	PO#83999 CAROLLO ENGINEER	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	11/01/2025			RESOLUTION# 2025-089	
	01/13/2026	424-4120-536.64-15	$52,106	MOTOR LOGIC CONTROL PANEL RESOLUTION# 2026-004	1561
		424-4120-536.63-00	$1,000,000	REPLACE AERATION BLOWER RESOLUTION# 2026-004	1561
		424-4120-536.64-00	$3,384		
		424-4120-536.64-15	$463,507	REPLACE MCC 7 & 8 RESOLUTION# 2026-004	1561
		424-4120-536.64-15	$528,113	SCADA MIGRATION RESOLUTION# 2026-004	1561
2	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$2,632,943**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/01/2025	424-4125-536.63-00	$262,540	PO#83951 DANUS UTILITIES RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$262,540**	
9	**Total Budget Amendments/Transfers**		**RENEWAL & REPLACE FUND**	**$40,455,582**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	04/14/2026	425-4010-581.91-21	$109,208	POOLED INTEREST FY20-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$109,208**	
1	**Total Budget Amendments/Transfers**		**W/S RESTRICTED ASSETS**	**$109,208**	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/01/2025	427-4020-536.31-34	$25,555	PO#82308 HDR ENGINEERING RESOLUTION# 2025-089	833
		427-4020-536.31-37	$38,332		
		427-4020-536.31-36	$3,408		
		427-4020-536.31-35	$12,778		
		427-4020-536.31-35	$613,547	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	833
		427-4020-536.31-34	$1,227,095		
		427-4020-536.31-36	$163,614		
		427-4020-536.31-37	$1,840,641		
1	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$3,924,970**	
1	**Total Budget Amendments/Transfers**		**TCR/SJR PROJECT**	**$3,924,970**	
1801 - HUMAN RESOURCES					
1801 - HUMAN RESOURCES	11/01/2025	520-1801-513.31-00	$19,358	PO#83116 UNITED SELF INS RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**		**Division 1801 Total**	**$19,358**	
1	**Total Budget Amendments/Transfers**		**WORKERS COMPENSATION FUND**	**$19,358**	

78 Transfers & Amendments Between Oct 1, 2025 and Jul 31, 2026

FY 2026 Total Transfer & Amendments $61,475,156

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 7/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

Report: Expense Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 08/13/2026

CITY COUNCIL AGENDA ITEM

Memo Date:	August 12, 2026
Agenda Date:	August 25, 2026
File ID:	2026-706
Prepared By:	Susan Lambert, Police Administrative Technician
Through:	Evander Collier, Police Chief
Requested Action:	Police Department Capital Account Vehicle Purchase

BACKGROUND:

In the Fiscal Year 2026 budget, Council approved $475,219 for Police Department capital vehicle purchases. Through efficient purchasing, the Fleet Manager successfully acquired all approved assets—five cars and two motorcycles—under the allocated budget, leaving an unexpended balance of $29,800.

Using a portion of these remaining funds ($27,700), the Police Department is proceeding with the purchase of an additional administrative vehicle for the Criminal Investigations Division. This item is provided for Council's information only; no formal action or approval is required.

BAF 26-092-PT-PD is an informational accounting adjustment detailing how the cost savings from other capital vehicle purchases will cover the cost of an additional vehicle.

PRIORITY AREA CONNECTION:
Public Safety/Community Standards

BUDGETARY IMPACT:
Budgeted? Yes

001-2100-521-64-00 $27,700 - Project CA2601

PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Police Department Capital Account Vehicle Purchase

SEMINOLE TOYOTA

WWW.SEMINOLETOYOTA.COM

Name:	FLTVT, LLC dba Seminole Toyota
Address:	1160 Rinehart Rd
	Sanford, FL 32771
Contact:	Sam Bunte, 407-302-8863, sbunte@vtaig.com
Contract:	FSA25-VEL33.0
Item #:	FSA Item 8
Vehicle:	2026 Toyota Camry LE Hybrid (model 2559)
Price:	$27,956
Options:	
2027 MY	$1000
White	$0
Price each:	**$28,956**

Fleet Maintenance
301 Shearer Blvd. I Cocoa, FL 32922
Phone: (321) 433-8766 I Fax: (321) 433-8768

The City of Cocoa Fleet Management Division requests quote for the following vehicle:
Vehicle Requested

- **Quantity: 1**
- **Year: 2026 or 2027**
- **Make/Model: Toyota Camry LE Hybrid**
- **Model Code: 2559**
- **Transmission: ECVT**
- **Preferred Exterior Color: White**
  - **Alternate exterior colors will be considered if quoting an in-stock unit.**

Additional Information

- **The quoting dealership must accept a City of Cocoa Purchase Order as the method of purchase.**
- **The City of Cocoa is tax exempt.**

Tax Exemption Number: 85-8012621548C-8
EIN: 96-375717
The City of Cocoa will handle all registration, title, and tag work.
DMV Number: 96375717

Factory Order Price Quote: _____

In-Stock Vehicle Price Quote: $31,716.50

Quote Valid Through (Minimum 30 Days)
Vendor Information
Quoting Vendor: Toyota of Melbourne
Date: 8/6/26

Quoting Agent: Sam Duran

Title: Sales Represntitive

Signature: Sam Duran

Office; 321-433-8766
Cell: 321-355-8926
Email tjones@cocoafl.gov
cc. purchasing@cocoafl.org

NAME: MIKE ERDMAN TOYOTA

ADDRESS: 4650 HWY 520

COCOA, FL 32926

CONTACT: Davis Salgado, 910-987-4943, dsalgado@mikeerdmantoyota.com

Deal #: 52433

Vehicle: 2026 Toyota Camry LE Hybrid (2559) White (0040)

Price: $27,700

Options: 2027 Toyota Camry LE Hybrid (2559) White (0040)

Price: $28,700

Type	App	Period	Date	Project	Transaction	Encumbrance	Budget Amo	Purchase C	Group	Document	Description	Vendor Name	proj. budget	exp.	balance
EN	**GM**	**1**	**10/01/202**	**CA2501**	**-**	**(66,908.00)**	**-**	**83867**	**442**		**PRIOR YR ENCUMB**	**ALAN JAY CHEVROLET BUICK GMC**			
EN	**GM**	**1**	**10/01/202**	**CA2501**	**-**	**66,908.00**	**-**	**83867**	**4**		**PRIOR YR ENCUMB**	**ALAN JAY CHEVROLET BUICK GMC**			
EN	**GM**	**1**	**10/01/202**	**CA2501**	**-**	**66,908.00**	**-**	**83867**	**440**		**PRIOR YR ENCUMB**	**ALAN JAY CHEVROLET BUICK GMC**			
AP	**PI**	**1**	**10/27/202**	**CA2501**	**33,454.00**	**(33,454.00)**	**-**	**83867**	**490**	**FSU642390**	**4T1DAACK2SU642390**	**ALAN JAY CHEVROLET BUICK GMC**			
AP	**PI**	**1**	**10/27/202**	**CA2501**	**33,454.00**	**(33,454.00)**	**-**	**83867**	**490**	**FSU203914**	**4T1DAACK7SU203914**	**ALAN JAY CHEVROLET BUICK GMC**		**66,908.00**	
BA	**GM**	**2**	**11/01/202**	**CA2501**	**-**	**-**	**66,908.00**		**815**	**BA25-001A1**	**PO#83867 ALAN J CHEVROL**		**66,908.00**		
EN	PI	1	10/23/202	CA2601	-	123,903.82	-	84345	314		PO ENTRY	COCOA FORD			
EN	PI	1	10/27/202	CA2601	-	189,179.52	-	84362	351		PO ENTRY	COCOA FORD			
AP	PI	4	11/25/202	CA2601	61,951.91	(61,951.91)	-	84345	1517	FL71579	1FM5K8ACRGA71579	COCOA FORD			
AP	PI	4	01/12/202	CA2601	63,059.84	(63,059.84)	-	84362	1580	FL72262	1FM5K8AB0SGC72262	COCOA FORD			
AP	PI	4	01/12/202	CA2601	63,059.84	(63,059.84)	-	84362	1580	FL72830	1FM5K8AB0SGC72830	COCOA FORD			
AP	PI	6	01/23/202	CA2601	61,951.91	(61,951.91)	-	84345	2354	FL67070	1FN5K8AC3RGA67070	COCOA FORD			
AP	PI	6	01/23/202	CA2601	63,059.84	(63,059.84)	-	84362	2354	FL67538	1FN5K8AC5RGA67538	COCOA FORD			
AP	PI	6	02/02/202	CA2601	4,975.00	(4,975.00)	-	84781	2151	19885	PD VEHICLE GRAPHICS	FIREHOUSE GRAPHICS & SIGNS			
EN	PI	5	02/03/202	CA2601	-	4,975.00	-	84781	1820		PO ENTRY	FIREHOUSE GRAPHICS & SIGNS	328,125.00	315,248.50	**$12,876.50**
CR	CR	9	06/19/202	CA2601	(2,809.84)	-	-		3641	597422	REFND INV.FL67538 ADJ.				
EN	PI	2	11/12/202	CA2601	-	53,572.60	-	84438	609		PO ENTRY	SPACE COAST HARLEY DAVIDSON			
AP	PI	4	01/09/202	CA2601	26,786.30	(26,786.30)	-	84438	1517	610399	1HD1AJ616TB610399	SPACE COAST HARLEY DAVIDSON	69,600.00	53,572.60	**$16,027.40**
AP	PI	4	01/09/202	CA2601	26,786.30	(26,786.30)	-	84438	1517	610024	1HD1AJ617TB610024	SPACE COAST HARLEY DAVIDSON			
AJ	GM	4	12/08/202	CA2602	400.00	-	-		1842	JE 04-38	WORKOUT EQUIP TRADE-IN				
AP	PI	4	12/08/202	CA2602	(400.00)	400.00	-	84716	1580	GG1024628	WORKOUT EQUIPMENT	PURE FITNESS INNOVATIONS			
EN	PI	4	01/14/202	CA2602	-	(400.00)	-	84716	1559		PO ENTRY	PURE FITNESS INNOVATIONS	-		
BA	GM	2	11/01/202	PD14AF	-	-	2,080.00		897	BA26-023AA	8) AFIS MACHINE SHOREUP				
EN	PI	3	12/03/202	PD14AF	-	9,689.00	-	84566	934		PO ENTRY	IDEMIA IDENTITY & SECURITY USA			
AP	PI	6	02/09/202	PD14AF	9,689.00	(9,689.00)	-	84566	2152	186870	LIVESCAN SYSTEM SOFTWAF	IDEMIA IDENTITY & SECURITY USA	7,609.00	9,689.00	
BA	GM	10	07/01/202	PD14AF	-	-	(9,689.00)		4143	BAF26-075T	7) FINGERPRINT SCANNER				**$ 897.00**
BA	GM	3	12/01/202	PD18CS	-	-	(4,988.00)		1084	BAF26-020T	2) ALS NOT CAPITAL PURCH.		5,885.00		
BA	GM	10	07/01/202	PDAFIS	-	-	9,689.00		4143	BAF26-075T	7) FINGERPRINT SCANNER		**(2,908.00)**		
													$475,219.00	**$445,418.10**	**$29,800.90**
														29,800.90	

City of Cocoa
Reconciliation of Capital Accounts
FY 2026

Updated	7/15/2026
Period	9

FUND	Account	Budget	Expenditures	Encumbrances	Balance
001	001-1203-516.64-00	-	-	-	-
001	001-1203-516.64-15	36,580.00	6,579.76	-	30,000.24
001	001-1300-513.64-00	7,488.00	6,928.50	-	559.50
001	001-1600-513.64-00	-	-	-	-
001	001-2100-521.62-00	50,000.00	33,254.00	-	16,746.00
001	001-2100-521.64-00	475,219.00	445,418.10	-	29,800.90
001	001-2101-521.64-00	-	-	-	-
001	001-2101-521-63-07	25,560.00	-	-	25,560.00
001	001-2201-522.64-00	1,822,289.00	1,558,414.59	143,072.00	120,802.41
001	001-2201-522.64-04	9,529.00	-	8,881.71	647.29
001	001-2201-522.64-15	328,692.00	81,135.75	247,127.25	429.00
001	001-3200-515.61-00	241,379.00	-	-	241,379.00
001	001-3200-515.62-00	-	-	-	-
001	001-3510-541.63-00	514,595.00	11,765.45	472,728.25	30,101.30
001	001-3510-541.64-00	113,500.00	52,539.00	-	60,961.00
001	001-3520-572.61-00	-	-	-	-
001	001-3520-572.63-00	-	-	-	-
001	001-3520-572.63-07	134,149.00	19,408.08	47,716.41	67,024.51
001	001-3520-572.64-00	306,496.00	189,112.78	49,694.25	67,688.97
001	001-3520-572.64-07	315,000.00	-	292,909.50	22,090.50
001	001-3540-519.63-07	180,638.00	76,410.96	87,804.21	16,422.83
001	001-3540-519.64-00	-	-	-	-
001	001-3560-519.62-00	356,300.00	222,469.02	76,324.40	57,506.58
001	001-3560-519.63-07	-	-	-	-
001	001-3560-519.64-00	301,161.00	-	-	301,161.00
001	001-3580-519.63-00	-	-	-	-
001	001-3580-519.63-07	85,000.00	-	-	85,000.00
001	001-3580-519.64-00	490,223.00	-	-	490,223.00
001	**TOTAL 001 FUND**	**5,793,798.00**	**2,703,435.99**	**1,426,257.98**	**1,664,104.03**
107	107-3200-524.64-00	-	-	-	-
107	107-3232-524.64-00	58,298.00	58,297.06	-	0.94
107	**TOTAL 107 FUND**	**58,298.00**	**58,297.06**	**-**	**0.94**
110	110-3230-559.61-00	-	-	-	-
110	110-3230-559.63-00	791,802.00	40,946.96	47,336.54	703,518.50
110	110-3230-559.63-07	184,501.00	-	-	184,501.00
110	110-3230-559.64-00	23,993.00	-	-	23,993.00
110	110-3230-559.64-15	35,630.00	-	-	35,630.00
110	**TOTAL 110 FUND**	**1,035,926.00**	**40,946.96**	**47,336.54**	**947,642.50**
111	111-3230-559.63-00	301,226.00	-	-	301,226.00
111	111-3230-559.64-15	-	-	-	-
111	**TOTAL 111 FUND**	**301,226.00**	**-**	**-**	**301,226.00**
143	143-2100-521.64-00	6,349.00	6,348.83	-	0.17
143	**TOTAL 143 FUND**	**6,349.00**	**6,348.83**	**-**	**0.17**
303	303-3570-538.63-00	-	-	-	-
303	303-3570-538.63-08	-	-	-	-
303	303-3570-538.63-73	-	-	-	-
303	**TOTAL 303 FUND**	**-**	**-**	**-**	**-**
304	304-3580-572.63-00	2,989,000.00	130,845.51	33,754.49	2,824,400.00
304	**TOTAL 304 FUND**	**2,989,000.00**	**130,845.51**	**33,754.49**	**2,824,400.00**

421	421-1506-536.63-07	43,900.00	-	-	**43,900.00**
421	421-1515-536.64-00	213,309.00	187,199.48	-	**26,109.52**
421	421-4010-536.64-00	32,000.00	7,675.12	23,975.60	**349.28**
421	421-4020-536.62-00	-	-	-	-
421	421-4020-536.63-00	-	-	-	-
421	421-4020-536.63-07	105,381.00	56,645.00	48,736.00	-
421	421-4020-536.64-00	997,541.00	397,021.95	490,286.76	**110,232.29**
421	421-4020-536.64-15	18,992.00	-	-	**18,992.00**
421	421-4025-536.63-00	-	-	-	-
421	421-4025-536.64-00	423,860.00	373,333.48	-	**50,526.52**
421	421-4055-536.63-00	203,842.00	41,936.20	161,904.30	**1.50**
421	421-4055-536.64-00	-	-	-	-
421	421-4120-536.63-00	-	-	-	-
421	421-4120-536.64-00	69,541.00	54,228.81	(0.00)	**15,312.19**
421	421-4120-536.64-15	10,000.00	-	-	**10,000.00**
420	421-4125-536.63-00	-	-	-	-
421	421-4125-536.64-00	-	-	-	-
421	421-4125-536.64-15	300,000.00	-	-	**300,000.00**
421	**TOTAL 421 FUND**	**2,418,366.00**	**1,118,040.04**	**724,902.66**	**575,423.30**
423	423-3570-538.61-00	-	-	-	-
423	423-3570-538.63-00	214,285.00	43,896.00	35,635.00	**134,754.00**
423	423-3570-538.63-35	-	-	-	-
423	423-3570-538.63-36	-	-	-	-
423	423-3570-538.63-73	-	-	-	-
423	423-3570-538.64-00	407,440.00	407,439.00	-	**1.00**
423	**TOTAL 423 FUND**	**621,725.00**	**451,335.00**	**35,635.00**	**134,755.00**
424	424-4020-536.62-00	408,501.00	2,262.00	4,924.50	**401,314.50**
424	424-4020-536.63-00	2,178,868.00	107,268.00	250,046.40	**1,821,553.60**
424	424-4020-536.63-07	824,576.00	162,786.04	564,825.57	**96,964.39**
424	424-4020-536.64-00	2,635,000.00	5,518.75	244,317.25	**2,385,164.00**
424	424-4025-536.63-00	-	-	-	-
424	424-4025-536.63-63	830,440.00	343,493.31	486,945.96	**0.73**
424	424-4025-536.63-64	93,425.00	38,642.99	54,781.44	**0.57**
424	424-4055-536.63-00	48,865,768.00	3,171,712.50	16,075,742.89	**29,618,312.61**
424	424-4055-536.63-06	-	-	-	-
424	424-4055-536.63-08	-	-	-	-
424	424-4055-536.63-73	-	-	-	-
424	424-4055-536.63-78	-	-	-	-
424	424-4120-536.63-00	2,800,000.00	-	-	**2,800,000.00**
424	424-4120-536.64-00	285,347.00	223,458.29	58,234.48	**3,654.23**
424	424-4120-536.64-15	1,347,596.00	288,018.95	15,850.45	**1,043,726.60**
424	424-4125-536.63-00	1,477,540.00	1,028,069.73	275,939.20	**173,531.07**
424	**TOTAL 424 FUND**	**61,747,061.00**	**5,371,230.56**	**18,031,608.14**	**38,344,222.30**
	TOTAL ALL FUNDS	74,971,749.00	9,880,479.95	20,299,494.81	44,791,774.24

Prepared: 7/15/2026 *Juliette Kelso*

Reviewed Nahig McCamaughy 7/17/26

City of Cocoa Budget Adjustment Form FY2026- 092-PT

Select Adjustment Type: Project Transfer | Requesting Department #: Police-2100 | Date Prepared: 8/12/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 10,776)	001-2100-521.64-00	MACHINERY & EQUIPMENT (Savings on Vehicles)		($ 10,776)	CA2601
($ 16,027)	001-2100-521.64-00	MACHINERY & EQUIPMENT (Savings on Motorcycles)		($ 16,027)	CA2601
($ 897)	001-2100-521.64-00	MACHINERY & EQUIPMENT (Savings on Fingerprinter)		($ 897)	PD18CS
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 27,700) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 27,700	001-2100-521.64-00	MACHINERY & EQUIPMENT		$ 27,700	CA2601
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 27,700 Total					

Reason/Justification for Adjustment:

Utilizing the savings from the purchase of 5 police Vehicles ($12,876), Two motorcycles ($16,027) and the Fingerprint Machine ($897) budgeted for in the CIP the police are able to buy an additional vehicle that was in need of replacement.
Agenda# 2026-706

City Council Approval Needed? Yes: ○ No: ◉ **Date Approved:** **Resolution #:**

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Susan Lambert — Digitally signed by Susan Lambert, DN: cn=Susan Lambert, ou=PD, email=slambert@cocoapolice.com, Date: 2026.08.13 14:38:53 -04'00'	Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.08.18 13:33:38 -04'00'	
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
Evanda Colter IV 8/13/26 2:40:40 PM	Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.08.18 13:39:45 -04'00'	
Department Director's Signature	Deputy Finance Director's Signature	City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	August 19, 2026
Agenda Date:	August 25, 2026
File ID:	2026-727
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Bi-Weekly Report for August 7, 2026 - August 20, 2026.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:
Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
N/A

Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: August 7 – August 20, 2026

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

City Clerk's Office

- Public Records Requests received:
  - Open: 8
  - Closed: 11
  - Total: 19

Human Resources

- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Jamal Schuman, Maintenance Worker I, Utilities/ WFO, effective 8/17/26
  - Fabiana Damaso, College Intern, Economic Growth Development, effective 8/17/26
- Recent promotions
  - Kyle Kihm, Heavy Equipment Operator, Utilities, effective 8/17/26
- Upcoming retirements
  - Melba Conley, Police Dispatcher/Communications Officer, 8/31/26
  - Kathleen Dorans, Police Communications Supervisor, 8/30/26

Communication and Economic Development

- Media Stories:
  - Brightline expanding to Florida's Space Coast following $57M grant - Secret Miami
  - Stuart Brightline station gets sidetracked | Martin County | hometownnewstc.com
  - Brightline, partners score federal grant for new station on Florida's Space Coast - CoStar
  - What happened in the rail industry this week? August 14, 2026 - Trains Magazine
  - Florida Cities Get Federal Funding for Brightline Rail Projects - Bloomberg.com
  - New Brightline Station Gets $57.5m Grant: Will It Affect UK Holidays to Orlando?
  - Brightline's $95M Cocoa station could spark development boom - Orlando Business Journal
  - FRA to provide large grant for Brightline multimodal station in Florida
  - $57.5MM Federal Grant Awarded for Cocoa Multimodal Rail Station
  - Brevard County Wins First Brightline Station in Cocoa With $57.5M Federal Grant
  - 'Transformational project': Cocoa secures $56 million federal grant for Brightline station
  - Federal grant to provide more than $56 million for Brightline station in Cocoa, Fla. - Trains
  - City of Cocoa Awarded $57.5 Million Grant for Brightline Multimodal Station Serving the Space Coast and Port Canaveral Cruise Passengers
  - Federal grant topping $57 million tapped for Brightline station in Cocoa - Sun Sentinel
  - Brightline Station Near Port Canaveral Coming Soon to City of Cocoa - WDW News Today
  - Cocoa Brightline station secures $56.5 million federal grant - Sebastian Daily
  - Cocoa Brightline Station Secures $56.48M Federal Grant - Railway Supply
  - Nearly $58M secured for Brightline station in Cocoa - WESH
  - Cocoa secures $57.5M in federal funds for Brightline station - Orlando Business Journal
  - Brevard County Brightline train station secures $56.5M federal grant - AOL.com
  - City of Cocoa, SCTPO Celebrate Historic Federal Grant Award for Cocoa Multimodal Rail Station
  - Rep. Mike Haridopolos Secures $56.48 Million for Brightline Rail Station in Cocoa
  - Brevard County Brightline train station secures $54M federal grant - Florida Today
  - Brightline expands service to Florida's Space Coast | Planetizen News
  - FRA awards $5.3 billion in National Railroad Partnership Program funding | Mass Transit
  - Cocoa Secures Federal Grant to Help Fund Brightline Station - Ground News

- Cocoa secures federal grant to help fund Brightline station - Spectrum News 13
- Cocoa Brightline station gets major federal funding boost | The Palm Beach Post
- $57.5M grant moves Cocoa Brightline station closer to construction | North Brevard
- Florida Brightline station threatened as cities compete for funding - Treasure Coast Newspapers
- Over $56 million secured in Cocoa Brightline grant | FOX 35 Orlando
- Federal grant topping $57 million tapped for Brightline station in Cocoa - Orlando Sentinel
- K9 Copper Marks Final Day on Duty During Cocoa Police School Supply Drive

- New News Releases:
  - **City of Cocoa Communications Staff Earn Top Statewide Public Relations Honors**
  - **Cocoa Multimodal Station Grant Awarded**

- Social media/e-newsletter statistics (August 7-20, 2026)
  - Facebook
    - Views: 85,768
    - Content interactions (previously called engagement): 6,444
    - Followers: 19,045
  - X
    - Followers: 3,891
  - LinkedIn
    - Post impressions: 1,419
    - Followers: 1,800
  - NextDoor
    - Impressions: 994
    - Members: 6,930
  - August e-newsletter (Sent 8/7/26)
    - Sent to 2,392 contacts
    - 42.3% open rate (average open rate for e-mail marketing in 2024 is 20%)
  - Next printed FYI Newsletter mails October 1, 2026.
- Upcoming special events at Leisure Services facilities
  - **New Business Development Series - Government Contracting**
    September 21, 2026, 11:00 AM - 12:00 PM, Cocoa Civic Center
  - **Dirty Oar Brewery Anniversary Celebration**
    September 6, 2026, 11:00 AM - 8:00 PM, Street Closure
  - **Space Coast Print Fest**
    September 19, 2026, 10:00 AM - 5:00 PM, Cocoa Riverfront Park/Cocoa Civic Center
  - **Walk to End Alzheimer's- Space Coast**
    September 26, 2026, 6:00 AM - 12:00 PM, Cocoa Riverfront Park
  - **HCVMS Sip and Shop**
    September 26, 2026, 4:00 PM - 8:00 PM, Myrt Tharpe Square Gazebo

- Economic Development
    - Upstart: Three new businesses awarded and will be starting the Ignite Program
        - Mighty Hands Boxing Academy
        - Countdown Publishing
        - The Heartbeat of Brevard (Diamond Square)

Community Services – update 8-6-26

- **New businesses – July**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
The Lab Innovation Hub	910 Dixon Blvd.	2	0	2	Office Space
Prestige Dental LLC	645 Brevard Ave.	0	6	1	Dental Office
Dreamy Boba	116 Harrison St.	1	1	1	Beverage Shop
Jon's Fine Jewelry/George's Watch Repairs Inc.	215 Brevard Ave.	6	0	1	Fine Jewely, Watch Sales/Repairs
Pinnacle Ozone Solutions LLC	3001 Oxbow Cir., 32926	29	0	3	Manufacturing ozone generation systems
Deltron Electric of FL	2995 Grissom Pkwy., 32926	20	0	3	Electrical contracting
Home Business BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**	**Description**

July 24 – August 6: building inspections – 172

July 24 – August 6: building permits issued – 48

Finance

Ads were placed in the Florida Today for the Stormwater Assessment & Fire Assessment. First and Second hearings for adoption of the rates & tax rolls will be on both of the August meetings.

Customer Comments regarding Utility Customer Service:

"Suzan went above and beyond to help me. She was super nice to take the time to help me so thoroughly."

"Angela responded very professionally. She was kind and handled the situation well."

"As we were leaving work one evening, I observed Gigi at the kiosk helping a customer after hours. She could have gone to get Leadership to handle the customer, but she took her personal time to assist and make sure their payment was in. I was very impressed and wanted to tell her thank you."

"Dante was so amazing to work with. He walked me through the process with patience, making sure I understood everything. I'm a retired teacher, and I give him an A++!"

"I wanted to thank Gigi for all of her help and her kindness. I was very grateful to speak with her and have her be the one to help me figure out my elderly neighbor's account."

Monthly Utility Customer Service Statistics:

Customer Service Stats – Interactions with Customers:

Fire Department

- The City of Cocoa Fire Rescue proudly announces the appointment of Roderick Moore as its new Assistant Fire Chief. With over 31 years of dedicated service with Jacksonville Fire and Rescue Department (JFRD), Chief Moore brings extensive experience in rescue, training, emergency management, and fire suppression. Rising through the ranks from Firefighter to Captain, Moore has consistently demonstrated leadership, innovation, and a deep understanding of departmental needs. His work has significantly enhanced community services through improved operational techniques and training. Moore holds a Firefighter Certification from Florida Community College at Jacksonville, a Paramedic Certification, a B.A. in Public Administration from Flagler College, and a Master of Public Administration from Barry University. He is highly skilled in Incident Command, hazardous materials management, fire suppression tactics, and personnel training. Following his initial retirement in 2020, Moore returned to serve as Deputy Fire Chief for Haines City Fire Department in 2021, where he led department operations, recruitment, fire prevention, and ISO coordination. He is also a certified CPR/First Aid and ACLS instructor and has provided life-saving training to both professionals and the public through community outreach. An accomplished grant writer, Moore has secured critical funding for equipment upgrades, station renovations, and advanced training programs. His background in construction compliance and fire code regulations further enhances his ability to support modern fire suppression efforts. “Roderick Moore’s combination of hands-on experience and strong academic background makes him an invaluable asset to our department and community,” said Cocoa Fire Chief Lamm. “We are excited to welcome him to this new leadership role.”
- The Department advertised position vacancies for Firefighters/EMTs and selected two new members. One new hire started on May 12, and the second began on June 9.
- The new Engine for Service 33 has been delivered, and service training was completed on June 25, 26, and 27. A housing ceremony will be held in the near future to formally place the apparatus into service.

Information Technology

Police Department Updated July 24 – August 6, 2026

Crime Stats

- No YTD stats available yet
- Comparing 2 weeks data of 6/29/26-7/12/26 and 7/13/26-7/26/26. Crimes Against Person shows a 21% increase, Crimes Against Property shows a 19% decrease and overall crime shows 2% increase for the period.

Training

- K. Brackin- Child Sex Crimes Investigations Aug 3-7
- Wendy Stitler –Assessor for Fernandina Beach PD July 28-31
- Madison and Fulton attended PRI Symposium Aug 3-4

Community Engagement

- Cops and Kids Camp July 6-23
- Attended Cocoa Cola Backpack donation July 29
- Meeting with Matthew's Hope representatives July 30
- Attended Cocoa Police Foundation Meeting July 23

Other

- Attended BCACOP Luncheon July 29
- Met with our new Victim Advocate Shakayla Blue who started Aug 3
- Attended Grants meeting July 23

Public Works

- Major project updates
- Work order stats (received/closed)
    - 229 received
    - 188 closed
    - Residential Bulk Green Waste Requests This Period: 84
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
    - FDOT
        - SR 524 Widening (437983-1) – Design
    - Brightline/FEC
        - RCE Grant Application – Awarded on Jan 2025 - On-going coordination meetings.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations – September
    - WFO Issued Work Orders – 1,097
    - WFO Completed Work Orders – 970
    - Hydrants Flushed – 474
    - Valves Exercised – 13
    - Utility Locate Requests – 2,360
    - SFO Issued Work Orders – 121
    - SFO Completed Work Orders – 84

CITY COUNCIL AGENDA ITEM

Memo Date:	August 19, 2026
Agenda Date:	August 25, 2026
File ID:	2026-728
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current/Upcoming Vacancies:

Board of Adjustment

- 1 Alternate member vacancy

Housing Authority

- 2 Regular member vacancies

Police Advisory Board

- 3 Regular member vacancies

Police Pension Board

- 1 Regular member vacancy

Sustainability Advisory Board

- 4 Regular member vacancies, 3 terms expired January 11, 2025

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.

- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension Boards: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. The Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:
Interested residents can apply on the City of Cocoa's website at https://www.cocoafl.gov/119/Vacancies.

PRIORITY AREA CONNECTION:
Community Outreach and Engagement

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
N/A

CITY OF COCOA BOARD AND COMMITTEE MEMBER LIST

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert Dyar (3/3 of Non-Resident seats)	3513 Indian River Dr. Cocoa, FL 32926 bobbydyar@gmail.com	321-258-8284	05/2021 Appointed	2028
Dan Quattrocchi **Chairperson** (as of 1/15/2025) (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	**05/2025 Reappointed 05/2022 Reappointed 12/11/19 appointed (fulfilled seat vacated by Mr. Matthew Ford, who did not renew)**	2028
Pam Shaia (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com Sheltie1@tailsatthebarkery.com	256-656-3249 cell 321-305-4584 Wk	05/2025 Reappointed 05/2022 Reappointed 07/19 appointed (fulfilled Jolley vacancy)	2028
Jennifer Moton	4485 Tangelo Avenue Cocoa, FL 32926 jcolettem@gmail.com	321-213-2112	05/2025 appointed (filled Patricia Weeks vacancy)	2027
Robert Butler	4992 Talbot Blvd. Cocoa FL, 32926 Rbut4992@gmail.com	407-791-3550	01/2024 appointed	2027
Jose Pacheco	2515 Suwannee Dr., Cocoa, FL 32926 pjosewol@gmail.com	407-860-3007	02/2025 Appointed	2027
Margaret Goudelock	1808 Manor Drive Cocoa, FL 32922 rossclarkpharmacy@outlook.com	321-474-2312	07/08/2025 Appointed	2027
Ashley Lanier Alternate Board Member	5341 Talbot Blvd Cocoa, FL 32926 ALanier321@gmail.com	321-347-6369	04/28/2026 Appointed	No expiration
VACANCY ~~1st Alternate~~ ~~Randal Hiester~~	~~5292 Talbot Blvd.~~ ~~Cocoa, FL 32926~~ ~~Rjhbjh2017@yahoo.com~~	~~321-501-6369 hm/cell~~	~~02/2020 Appointed~~	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 12/23	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Breanna Earley	321-433-8484	Updated 10/23	

Board of Trustees for the Firefighters' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Brandon Lang (Elected by Employees) *Trustee Position #2*	Cocoa Fire Dept. [redacted]	[redacted] mailto:blangcfr@yahoo.com	11/2020 Re-elected 12/16 Re-elected 12/14 re-elected 10/12 re-elected 1/22/10 elected (replaced Silverman)	2028
Leland Cox (Fifth Member) Re-elected by Board members	[redacted]	[redacted] Olcox63@yahoo.com	02/21 re-elected 03/17 re-elected 12/14-re-elected 10/12 re-elected 02/10 appointment (John Frey's position)	2028
Elliott Zimmerman (Appointed by Council)	3212 Westchester Drive, Cocoa 32926	632-8861 Ezcpa@cfl.rr.com	Reappt 9/24/24 Reappt 9/23/20 Reappt 9/13/16 Appt. 9/9/14	2028
Milton Norris Park, Chairman (Appointed by Council)	[redacted]	[redacted] mpark@cfl.rr.com	09/24 Reappointed 09/20 Reappointed 09/16 Reappointed 07/14 Reappointed 09/12 Reapppointed 10/10 Reappointed 09/08 Reappointed 9/06 Reappointed 4/96 Appointed	2028
Patrick Madden (Elected by employees) *Trustee position #1*	5160 Areca Palm Street Cocoa, FL 32927	pmadden@cocoafl.org	2024 Reappointed 05/2020 Reappointed 02/05/2020 appointed to fufill term of Jeff Logan	2028
Counsel: Mark Floyd of Mierzwa & Associates	Mierzwa & Assoc. 3900 Woodlake Boulevard, Suite 212 Lake Worth FL 33463-3045			
Administrator: ~~Pete Prior~~	~~Benefits USA~~ ~~3810 Inverrary Blvd.~~ ~~Suite 208~~ ~~Lauderhill FL 33319~~ ***Effective Nov. 2014*** The Resource Centers 4360 Northlake Blvd. Suite 206 Palm Beach Gardens, FL 33410	~~800-452-2454, x203~~ ~~pk911@bellsouth.net~~ 561-624-3277 phone 561-624-3278 fax Baur, J Scott Scott@ResourceCenters.com or Margaret M. Adcock The Resource Centers, LLC 4360 Northlake Blvd., Suite 206 Palm Beach Gardens,		

		FL 33410 Phone: 561-624-3277 Fax: 561-624-3278 Email: margie@resourcecenters.com		
RECORDING SECRETARY	Handled by administrator			

Board of Trustees for the General Employees' Retirement Plan		**Meets as Needed**	**Expirations on October 1st**	
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Stephen Harrell Chairman/Secretary (Appointed by Council)	3325 Erie St. Cocoa, FL 32926	321-632-9461 hm 321-431-9724 cell Harr640@bellsouth.net	09/23 Reappointed 09/20 Reappointed 09/17 Reappointed 02/17 Appointed (fulfilled vacated seat of Walter Moore)	2026
Gregory Torbert (Appointed by the board)	City of Cocoa 65 Stone St. Cocoa, Florida 32922	Work Cell: 321-698-1367 gtorbert@cocoafl.org	10/1/2025 Reappointed 11/16/2022 Reappointed 06/04/2021 Appointed	2028
~~Sherry Woodhouse~~ ~~(Appointed By City Council)~~	~~12 Oak Street Cocoa FL 32922-7830~~	~~631-7185 (H)~~ ~~sherrywoodhouse@yahoo.com~~	~~09/24 Reappointed~~ ~~09/21 Reappointed~~ ~~09/18 Reappointed~~ ~~09/15 Reappointed~~ ~~09/12 reappointed~~ ~~08/09 reappointed~~ ~~11/27/07 appointed~~	~~2027~~
Paul Kamus (Fifth member)	116 Olive St., Cocoa FL 32922	Cell: 321-508-4060 Pkamus35@gmail.com	11/2024 Appointed	2027
Vincent Knowles (Retiree member - Appointed by City Council)	662 Tupelo Circle Cocoa, FL 32926	258-5065 cell lisapknowles@hotmail.com	08/12/2025 Reappointed 09/13/2022 reappt. 05/24/2022 appt to fill unexpired term of M. McCarthy	2028
Counsel: Stuart Kaufman	Klausner, Kaufman, Jensen and Levinson 7080 NW 4th Street Plantation, Florida 33317	(954)916-1202 Fax (954)916-1232 Email: stu@robertdklausner.com		
Administrator: Kandyce Moss	2503 Del Prado Blvd. S. Suite 502 Cape Coral, FL 33904	239-333-4872 Kandyce.Moss@fosterfoster.com		
Recording Secretary	Kandyce Moss	239-333-4872		

Board of Trustees for the Police Officers' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Chris Moderson (Elected by Members)	Cocoa Police Dept.	321-637-6413 Work [redacted]	Appt. 10/01/2023 ~~Appt. 09/29/2022~~	2027
Patrick Dovale (Elected by Members)	Cocoa Police Dept.	639-7620 [redacted]	09/17 Elected (will fulfill term of Eric Austin) 09/19 Re-elected 08/16/2023 Re-elected	2027
Nicholas Blankenship (Appointed by Council)	[redacted]	321-302-1071 Nickshug177@gmail.com	09/10/24 appointed	2028
John Casey, (5th Member) (Appointed by Council)	Cocoa Police Dept. [redacted]	[redacted]	09/2024 Ratified 09/2020 Ratified 09/16 Reappointed/ Ratified 09/2012 Reappointed 12/10 Appointed	2028
~~Keith Wall~~ **VACANCY** (Appointed by Council)	~~201 Westchester Dr., Cocoa, FL 32926~~	~~321-456-6208~~ ~~Keithwall97531@gmail.com~~	~~09/10/2024 appointed~~	2028
Counsel: Stuart Kaufman	Klausner, Kaufman, Jensen and Levinson 7080 NW 4th Street Plantation, Florida 33317	(954)916-1202 Fax (954)916-1232 Email: stu@robertdklausner.com		
Administrator: Kandyce Moss	2503 Del Prado Blvd. S. Suite 502 Cape Coral, FL 33904	239-333-4872 Kandyce.Moss@fosterfoster.com		
Recording Secretary	Kandyce Moss	239-333-4872		

Cocoa Redevelopment Agency	Meets First Monday Every Month @ 6pm		Expirations in April and November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Mayor Michael C. Blake	207 Blake Avenue Cocoa, FL 32922	474-1758	11/20 Appointed	11/2028
District 1- Councilmember Alex Goins	710 Rosa L Jones Dr., Cocoa, FL 32922	474-4923 cell	11/18 Appointed	11/2026
District 3- Deputy Mayor Patricia Weeks	1351 Tarton Way Cocoa, FL 32926	474-4924	08/24 Appointed	11/2028
District 4- Councilmember Lorraine Koss	2115 N. Indian River Dr. Cocoa, FL 32922	474-8445	11/18 Appointed	11/2026
District 2- Councilmember Lavander Hearn	[redacted]	474-1189	11/20 Appointed	11/2028
Candace Rogers	93 Delannoy Ave. Ste. 706 Cocoa, FL 32922 FLRogers@gmail.com	321- 305-5029	03/22 Reappointed 06/21 Appointed *(fulfilled E. Lanni's seat vacated 5/11/21)*	04/2026
Janne Etz	1203 Creek Side Circle Rockledge, FL 32955 wiregems@bellsouth.net	321-632-9505 wk 321-446-0374 cell	07/2024 Reappointed 04/2020 Reappointed 08/19 Appointed (fulfilled Stewart's vacancy)	04/2028
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Ryan Browne	433-8577		

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**			**Expirations in June**
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Gloria Weatherspoon	354 Laredo Dr., #206 Cocoa, FL 32926 Gloria.L.weatherspoon@gmail.com	321-294-3041	08/12/2025 Regular Board Member 07/24 Appointed as Alternate	2028
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	07/24 Reappointed 06/21 Reappointed 01/2021 appointed	2027
George Brown, Jr. (Fulfilling term of Melissa Acosta Bonilla)	555 W. King Street, 32922-7421	632-6563	06/26 Reappointed 05/23 Reappointed 06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2027
Lloyd Roberts Chairperson	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	07/24 Reappointed 06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2027
Dik Muller	307 Bellaire Dr. Cocoa, FL 32922 info@dixdesigngroup.com	312-343-0104	07/24 Appointed as Regular member 11/2023 Appointed as Alternate	2027
JP Pauken	2701 Winchester Dr. Cocoa, FL 32926 jppauken@gmail.coml	321-243-8048	06/26 Appointed	2029
Josue Otero (Fulfilled the unexpired term of David Lightholder)	2603 N. Indian River Dr. Cocoa, FL 32922 Oteroj23@yahoo.com	305-434-5606	11/2023 Appointed	2027
Jody Hatcher 1st Alternate	1321 Audubon Dr Cocoa, FL 32922 jodyhatcher@hotmail.com	321-848-5327	05/25 Appointed	No expiration
Thomas Zimmerman 2nd Alternate	509 N. Indian River Dr Cocoa, FL 32922 tomzimmerman65@gmail.com	828-243-3700	08/2025 Appointed	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 10/2024	
Counsel: Kristin Eick	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

Diamond Square Redevelopment Agency	**(Reconstructed 1/30/2020) Meets Third Monday Every Month @ 6pm**			**Expirations Vary**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Seat #1: 1-year term ***Delores Martin***	1314 Moss Ln Cocoa, FL 32922 Drmartin324@gmail.com	321-412-9860	04/28/2026	01/30/2027
Seat #2: 2-year term Angelia Smith	601 Barbara Jenkins Street Cocoa, FL 32922 angelia@ucf.edu	321-626-3285 cell	12/09/2025 Reappointed 5/14/2024 Appointed	01/30/2028
Seat #3: 3-year term Crystal McQueen **Vice Chairperson**	956 N. Cocoa Blvd. Ste 1121 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-355-8170 hm 321-427-7327 wk	12/09/2025 Reappointed 01/24/23 Reappt. For 3-year term 05/10/2022 appointed to fill term vacated by D. Martin	01/30/2029
Seat #4: 4-year term Tracy Moore-Chairperson	2747 Wentworth Place Cocoa, FL 32926-5865 rcptm@bellsouth.net	639-9917	01/30/2024-4-year term 05/2004 Appointed	01/30/2028
Seat #5: 4-year term Amy Robinson	401 Churchill Dr Cocoa, FL 32922 amykellyavant@gmail.com	407-432-5010	12/09/2025 Appointed	01/30/2028
Seat #6: 4-year term Jackie Isom	1050 Bristol Drive Cocoa, FL 32922 Ms.jay50@yahoo.com	480-1763 cell	01/30/2024-4-year term 01/30/2020 Appointed	01/30/2028
Seat #7: District 2 County Commission: Larry Brown	1720 Cogswell St. Rockledge, FL 32955 brow3093@bellsouth.net	321-536-8235 – Cell 321-636-8338 – Home	03/25/24 - 03/24/28 – 4-year term 04/2020 Appointed	03/24/2028
LIAISON	Councilmember Goins	474-4923	Updated 12/23	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935 josephcolombo@earthlink.net colombolaw@mommerscolombo.com			
RECORDING SECRETARY	Peyton Fink	433-8577		

Housing Authority of the City Of Cocoa - Terms of Office Fall Under The Housing Authority Program Requirements	**Meets First Tuesday Every Month**		**Expirations in December**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Clinton Warner III ~~Buzzell, Scott L. (resident member)~~	401 G Street, Cocoa, FL 32922	321-749-6030 (C)	12/14/2021 Reappointed 08/14/2018	December 31, 2025
Cole, Thomas	3219 Bayfield Cocoa FL 32922	321-634-5462 (work) 321-288-9486 (cell) Thomas.cole@emmajewelcharter.com	12/13/2022 Reappointed 01/09/2019 Reappointed 02/10/15 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/14 (one year)***	December 31, 2026
Jackson, Marian T.	1209 Heritage Acres Boulevard Rockledge FL 32955	321-633-9427 (home) 321-537-6999 (cell) marijack77@gmail.com	12/11/19 reappointed 12/08/15 reappointed 12/10/2013 ***initial term 1/1/14-12/31/15 (two year)***	December 31, 2027
Joiner, Chenita	2202 Mercer Drive Cocoa FL 32926	321-639-6413 (home) 321-591-4501 (Cell) Jkeds01@earthlink.net	12/08/20 Reappointed 12/13/16 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/16 (three year)***	December 31, 2028
VACANT ~~Robinson, Joe C. (Chairman)~~	~~5510 Bent Oak Drive Titusville FL 32780~~	~~321-383-4424 (home)~~ ~~321-289-7007 (cell)~~ ~~joerobinson62@outlook.com~~	~~12/14/2021 1/09/18 Reappointed 12/10/2013~~ ~~***initial term 1/1/14-12/31/17 (four year)***~~	~~December 31, 2025~~
LIAISON		Councilmember Hearn	Updated 12/23	
Contact Info:	828 Stone St. Cocoa, FL 32922	636-8535 (office) 632-4729 (fax)	Chief Exec. Officer Debra Krueger, Records Asst. Debra Krueger dkrueger@haccfl.com	

Planning & Zoning Board	Meets First Wednesday Every Month @ 6pm		Expirations in November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Tamisha Findlay	315 Stone St. Cocoa, FL 32922 tamishafindlay@gmail.com	321-412-2948	09/24 Appointed	2027
Wesley Park Fulfilling Al Washington's term	1112 Abington St., Cocoa, FL 32922 Wesley.n.park@gmail.com	321-298-4943	01/23 Appointed	2026
Katherine Stewart	5261 Talbot Blvd. Cocoa, FL 32926 Katherineann_s@yahoo.com	267-226-2284	11/24 Appointed	2027
Ron Chabot	2114 Clairemont Dr. Cocoa, FL 32922 Ron982@msn.com	321-403-3861	01/23 Appointed	2027
Russell Sengel	5683 Saratoga Ln. Cocoa, FL 32926 rsengel@cfl.rr.com	321-863-3704	03/25 filled Burgess seat	2027
Susan Milhoan	213 Berkshire Drive Cocoa, FL 32922 smilhoan@gmail.com	321-917-3770	11/25 Appointed	2028
Marcus Wheeler	709 Ixora Ave. Cocoa, FL 32922 lushorn@gmail.com	321-271-9871	01/23 Appointed	2026
Victoria Jones	3070 Cirrus Drive Cocoa, FL 32926 vickeymitch@gmail.com	321-795-9849	11/24 Appointed	2027
Todd Anderson (1/3 non-resident)	6570 Pleasant Ave., Cocoa, FL 32927 toddpanderson@yahoo.com	403-7595 (cell)	11/25 Reappointed 01/23 Reappointed 02/2020 Appointed 11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2028

1st Alternate Aleck Greenwood	PO Box 1077 Cocoa, FL 32923 Agreenwood2@cfl.rr.com	321-917-3770	11/25 Term expired, reappointed as alternate member 12/22 Reappointed 08/2022 Appointed as Regular member (fulfilling term of J. Blanco) 01/2019 Appointed	No expiration
2nd Alternate Richard Cravens Jr.	104 Riverside Dr., #903 Cocoa, FL 32922	312-927-4651 rjamescravens@gmail.com	04/26 Appointed	No expiration
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Breanna Earley	321-433-8484		

Police Community Relations Advisory Board (Established by Resolution No. 2018-097) **Meets Every Other Mth @ 6pm INACTIVE** **Expirations Vary**

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Aldon Bookhardt Appt. by Councilmember Koss (D4) Term: Same as Councilmember who appointed member	3231 Nottingham Lane Cocoa, FL 32926 aldon@bookhardt.net albookhardt@gmail.com	321-338-2047 HM 321-362-5135 WK 321-360-9377 CELL	02/2023 Reappt. 03/2019	11/2026
~~Kathy Hamilton-Brown~~ ~~Appt. by Councilman Hearn (D2)~~ ~~Term: Same as Councilmember who appointed member~~	~~306 Edinburgh Drive~~ ~~Cocoa, FL 32922~~ ~~kathyjhamilton@yahoo.com~~	~~321-795-7668 cell~~	~~01/2021 appointed by Hearn~~ ~~08/2020 appt by Williams~~	~~11/2024~~
~~Barbie Thrower (D1)~~ ~~Appt. by Councilmember Goins (D1)~~ ~~Term: Same as Councilmember who appointed member~~	~~1215 Lake Drive~~ ~~Cocoa, FL 32922~~ ~~barbie@spacecoastrecovery.com~~	~~321-210-5083 (hm)~~ ~~321-632-5958 (wk)~~	~~02/2023 appt.~~	~~11/2026~~
~~Marlene Weiss~~ ~~Appt. by Councilman Dyal (D3)~~ ~~Term: Same as Councilmember who appointed member~~ **VACANCY**	~~2415 Tulane Drive~~ ~~Cocoa, FL 32926~~ ~~naturalhealingmassage@gmail.com~~	~~321-298-5831~~	~~09/2022 appt.~~	~~11/2024~~
~~Demetrius Thomas~~ ~~Term: Same as Mayor Blake who appointed member~~	~~313 Stone Street~~ ~~Cocoa, FL 32922~~ ~~dthomas35405@gmail.com~~	~~321-262-6467~~	~~03/2022~~ ~~Fulfilled term of T. Findlay~~	~~11/2024~~

			~~Bell~~	
Alton Edmond- Chair Appt. as At Large/Civic Organization position Term: 4 years from date of appt.	630 Brevard Avenue, Ste. B Cocoa, FL 32922 Edmondtriallaw@gmail.com aedmond1989@gmail.com (please send to both)	321-285-9505 WK 863-254-7290 CELL	01/2022 appt to At-large position 03/2019	01/2026
~~Al Boettjer~~ ~~Coastal FL PBA Rep~~ ~~Term: 4 years from date of appt.~~	~~1000 Galleon St..~~ ~~Cocoa, FL 32927~~ ~~alcoastalpba@aol.com~~	~~321-636-5612 HM~~ ~~321-504-0820 WK~~ ~~321-412-3542 CELL~~	~~03/2019~~	~~03/2023~~
LIAISON	Councilman Goins	474-4923	Updated 06/2022	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	407-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY			Updated 11/18/20	

Sustainability Advisory Board (established by Resolution No. 2017-137; Reconstructed by Resolution No. 2021-128 (Dec. 2021) Meeting Date & Time TBD INACTIVE

MEMBER	ADDRESS	PHONE	APPOINTED	Expiration EXPIRES
~~Joy Rutherford~~ ~~Appointed by A. Goins (D1)~~	~~234 Willard St.~~ ~~Cocoa, FL 32922 (business address)~~ ~~40 Carib Dr., Merritt Island, FL 32952~~ ~~joytford@gmail.com~~	~~954-549-5574~~	~~01/11/2022~~ ~~appointed~~	~~01/11/2025~~
~~Jennifer L. Riggs~~ ~~Appointed by L. Hearn (D2)~~	~~1629 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~District 2~~ ~~jlovittriggs@gmail.com~~	~~414-698-8750~~	~~01/11/2022~~ ~~appointed~~	~~01/11//2025~~
Shann Lathem Appointed by R. Dyal (D3)	810 S. Industry Road Cocoa, FL 32926 shan@cocoaautosalvage.com	321-635-9244 wk 321-427-1251 cell	05/10/2022 appointed (fulfilled term of M. Foster)	01/11/2025
~~Cynthia Johnson~~ ~~Appointed by L. Koss (D4)~~	~~2703 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~Cynthijo4@gmail.com~~	~~321-431-5607~~	~~01/11/2022~~ ~~appointed~~	~~01/11/2025~~
Dick Bankhead Appointed by Mayor Blake	102 Riverside Drive #201 Cocoa, FL 32922 Dick.bankhead@gmail.com	253-350-9850	01/11/2022 appointed	01/11/2025
~~Mike Mervis~~ Appointed by CM Whitten	~~93 Delannoy Avenue, Unit 605~~ ~~Cocoa, FL 32922~~ ~~Mike.mervis@zilber.com~~	~~414-870-7958~~ ~~(cell)~~	~~01/11/2022~~ ~~appointed~~	~~01/11/2025~~
Kim Prosser Appointed by CM Whitten	93 Delannoy Avenue, Unit 603 Cocoa, FL 32922	(321)403-6946	01/11/2022 appointed	01/11/2025

	kimberlyprosser@aim.com			
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 12/24	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Lori Chabot	433-8491	Updated 06/2024	

Space Coast TPO/T.P.O Citizens Advisory Committee	
Member	**Appointed**
Primary: Gregg Stoll Alternate: Sara Ann Conkling	06/2020 06/2020

Utilities Advisory Board **Meets Quarterly on the Fourth Tuesday @ 6pm** **Expirations in November**
INACTIVE

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
~~David Greenwell~~ **Vacancy**	~~2813 Kenyon Ave.~~ ~~Cocoa, FL 32926~~ ~~5255734@gmail.com~~	~~321-525-5734~~	~~01/2019 Appointed~~	~~2022~~
~~Wesley Park~~ **Vacancy**	~~1112 Abington St.~~ ~~Cocoa, FL 32922~~ ~~Wesley.n.park@gmail.com~~	~~298-2685 (H)~~ ~~298-4943(W)~~	~~11/2020 Reappointed~~ ~~05/17 Appointed~~	~~2023~~
~~David Prather (replaced R. Holt's term)~~	~~29 Riverside Drive #401~~ ~~Cocoa, FL 32922~~ ~~david@prather.org~~	~~407-620-3144 (cell)~~	~~11/2020 Reappointed~~ ~~09/18 Appointed~~	~~2023~~
~~David H. Jollay~~ **Vacancy**	~~1515 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~dhjollay@yahoo.com~~	~~452-8694 (H)~~ ~~327-6479 (w)~~ ~~432-2006 (C)~~	~~12/17 Reappointed~~ ~~03/16 Appointed (fulfilled term of F. Barzee)~~	~~2020~~
~~Barbara Kinsey~~	~~1628 Manor Drive~~ ~~Cocoa, FL 32922~~ ~~bsgouraki@gmail.com~~	~~638-0269 (H)~~ ~~652-9049 (C)~~	~~11/2020 Reappointed~~ ~~11/17 Reappointed~~ ~~02/16 Appointed (fulfilled vacancy from A. Sims)~~	~~2023~~
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) Mark Reagan, JD, PE, Engineer III, Utility Services Department, Alternate	2725 Judge Fran Jamieson Way, Building A-213 Viera FL 32940 Address same as above	633-2089 mreagan@brevardcounty.us steve.peffer@brevardcounty.us	Notice of appointment received 6/11/2010	
Jeff Ratliff Capital Projects Director	City of Cape Canaveral 100 Polk Avenue Cape Canaveral, FL 32920	321-868-1223		

	j.ratliff@cityofcapecanaveral.com			
Scott Barber Director, Water Reclamation	City of Cocoa Beach 1600 Minutemen Causeway Cocoa Beach, FL 32932 sbarber@cityofcocoabeach.com	321-868-3321		
Matthew Trine Finance Director	City of Rockledge 1600 Huntington Lane Rockledge, FL 32955 mtrine@cityofrockledge.org	321-221-7540		
LIAISON	Councilmember Koss	321-474-8445	Updated 05/22	
Counsel: None				
RECORDING SECRETARY		433-8701		

City Council Liaison Appointments	**Expirations Each November After Elections**
Board	**Liaison**
Affordable Housing Committee	Mayor Blake
Board of Adjustment	Councilmember Weeks
Code Enforcement Board	Councilmember Weeks
Diamond Square Redevelopment Agency	Deputy Mayor Goins
~~Brownfields Advisory Committee~~	Inactive
Housing Authority	Mayor Blake
Planning & Zoning Board	Councilmember Hearn
~~Police Community Relations Advisory Board~~	Inactive
Space Coast League of Cities	Mayor Blake Primary / Deputy Mayor Goins Alternate
Space Coast TPO	Mayor Blake Primary /Councilwoman Koss Alternate
~~Sustainability Advisory Board~~	Inactive
~~U.S. 1 Redevelopment Agency~~	Inactive
~~Utilities Advisory Board~~	Inactive
Florida League of Cities	Mayor Blake Primary/ Councilwoman Koss Alternate
	List updated 12/10/2025

Ordinance No. 6-96 established a uniform procedure for appointing persons to and removing persons from City boards and committees, and provided for uniform/consistent requirements. Boards and committees which were not established by City ordinance were reestablished through Resolution No. 96-15 in one uniform schedule.) All persons, prior to consideration of appointment must have first completed an application form and have met all requirements contained in said application. Unless otherwise provided, the standard board member term is three years in duration.