City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, December 12, 2017

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 17-515 Approve the Agenda for the Regular meeting of December 12, 2017, as presented or with amendments.

Attachments: 12-12-17.pdf

MINUTES:

II.2(a) 17-516 Approve the Minutes of the Special meeting of November 14, 2017, as written or with amendments.

Attachments: 11-14-17 special.pdf

11-14-17S Exhibit A-Budget presentation.pdf

II.2(b) 17-517 Approve the Minutes of the Regular meeting of November 14, 2017, as written or with amendments.

Attachments: 11-14-17 Minutes.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card.

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

V. CONSENT AGENDA:

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

Attachments:
- RFQ - Final MEMO Updated after Selection
- Q-17-16-COC Notice of Award.doc
- Selection Committee Score Sheets Sign-in Tabulation.pdf
- Score Board.jpg

V.2 17-497 Approve Task Order No. 49 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility, SCADA Programming Services for the VTScada System, LCP's, and RTU's on an as-needed basis and approve a Resolution adjusting the FY2018 Budget. (Utilities Director)

Attachments:
- TO-(2018-49) CDM 10.20.17 - $78000.- SELLERS
- Scope of Services T-O #49
- Task Order 49 Cost Breakdown
- Budget Resolution FY 2018.docx
- BAF-UT-Software License (12-12-17) Agenda 17-497.pdf

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

Attachments:
- B-18-06-COC Final MEMO
- Bid B-18-06-COC - Bid Tabulation Sheet
- Email from Sonja re Bid B-18-06-COC

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

Attachments:
- Sole Source Resolution-Gerber
- Proprietary Sole Source Vendors List 2.9.17
- Gerber - Quote
- Addition of Two Lime Slurry Pumps CH2M TM 6.28.2017

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

Attachments: 2nd amendment interlocal education

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

Attachments: Task Order 2017-06.2 Logan Diving.pdf
City of Cocoa - Order of Magnitude Estimate for Remaining Exposed Pipe 11 27
Contingency Resolution.doc
Budget Resolution.docx
BAF-UT-EMERGENCY REPAIRS~ (12-12-17) Agenda 17-525.pdf

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

Attachments: 2018 F550 REG CAB 4X2 QUOTE.pdf
Cocoa F2A F250 Regular Cab w 8' Body, Cab Protector and Liftgate 6.pdf
Cocoa F150 Supervisor Truck Quote Sheet.pdf
Cocoa F350 Crane Truck Quote Sheet.pdf
Cocoa F450 with 9' Service Body, Liftgate, Hitch.pdf
Cocoa X2B F250 4x4 Pickup Quote Sheet.pdf
Copy of 2018 F150 CREW CAB 4X2 QUOTE.pdf
Copy of 2018 F150 REG CAB 4X2 QUOTE.pdf
Copy of 2018 F250 REG CAB 4X4 QUOTE.pdf
Fla Sheriff Contract.pdf
cocoa interstater fy17 2 (002).pdf
Talla-beck contract 3921.pdf

VI. PUBLIC HEARINGS:

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

Attachments: 12-2017 Medical Marijuana Ban

VII. COUNCIL BUSINESS:

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

Attachments: Termination of Contract.pdf
Agreement for Professional Services.pdf
09_03_14S.pdf
January 25, 2005-Item VIII.1.pdf

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

Attachments: Reappointment Notice.pdf
Consideration Letter.pdf
Planning and Zoning Roster.pdf

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

Attachments: Reappointment Notice.pdf
Consideration Letter.pdf
Utilities Advisory Board Roster.pdf

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

Attachments: SPECIAL EVENT AGREEMENT - Rotary - Jamey Johnson concert February 2(

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

Attachments: 2018 Appointment of League Voting Delegate Director.pdf
BoardMemberList.pdf

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

Attachments: Broadmoor Acres Lien Reduction Agreement.pdf

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

Attachments: Sustainability Resolution.pdf

VIII. CITY BUSINESS:

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

Attachments: Aerial Exhibit
Plaza Heights 1962 Plat
Pineda Village I Legal Description
PINEDA VILLAGE I - APPROVAL (12-4-17).pdf
Lunar Heights Resolution No. 2017-133.pdf
Pineda Village I Replat.pdf

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

Attachments: Atch 1 - List of Projects to Carry Forward
TO-UT-CDM Smith 2013-23.5 (9.1.17) $36,340
T.O. 23.5 Proposal
Budget Resolution FY 2018
BAF-UT-Proj Carry Fwd pg 1-2 (12-12-17) Agenda 17-487.pdf

VIII. 3 17-512 Requesting City Council approval to send corrected Non-Ad valorem Tax invoices for under billed Fire Assessment accounts for three mobile home parks for tax year 2017, fiscal year 2018. (City Manager)

Attachments: Notice to Correct 2017 2018 Non-Ad Valorem Tax ID 2420988 Byrd Plaza.pdf
Notice to Correct 2017 2018 Non-Ad Valorem Tax ID 2420989 Welsh.pdf
Notice to Correct 2017 2018 Non-Ad Valorem Tax ID 2423198 Sunrise.pdf

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

Attachments: Utility Handbook Resolution FY 2018.docx
Technical Memorandum Burton & Associates.pdf
High Consumption Policy Utility Handbook_.docx

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

Attachments: Cocoa Main Street - Municipal Services Agreement and lease.pdf

MULTI-YEAR CONTRACTS:

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

Attachments: W1124 Contract - CR - 2017 for sigs
W1124 Unltr 2017
Budget Resolution FY 2018.docx
BAF-PW-Inmate Work Squad (12-12-17)~Agenda 17-504 - FY18.pdf

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

Sponsors: Director
Indexes: staffing; Employment
Attachments: Executed - 11_08_17 Addendum 1.pdf

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

Attachments: ITB 18-B-021-NC Bid Diesel, Gasoline & Fuel Oils Tab Sheet Pending Board....
ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils - Board Approved.pdf
ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils Web Packet.pdf

IX. INFORMATIONAL AGENDA:

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

Attachments: October FY 2018 EXPENSE Budget Tracking Worksheet.pdf
October FY 2018 REVENUE Budget Tracking Worksheet.pdf

IX.2 17-481 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report October 2017.pdf

IX.3 17-482 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Order Authorizations 10-31-2017.pdf

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

Attachments: September 2017 Council Report by District
October 2017 Council Report by District .pdf

IX.5 17-495 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 10/31/2017. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.17 thru 10.31.17.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda.

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A Council member may add an item to the agenda during the meeting only at the time the agenda is approved If the item requires action by the Council then it may be added to the agenda by an affirmative vote of the Council and written documentation must be submitted at the time the item is added to the agenda.

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review. This is a public meeting. All interested parties may attend. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Legislation Details (With Text)

File #:	17-515	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/22/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of December 12, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-12-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 22, 2017
Agenda Date: December 12, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of December 12, 2017, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of December 12, 2017, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: December 12, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

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

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

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

2. Approve Task Order No. 49 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility, SCADA Programming Services for the VTScada System, LCP's, and RTU's on an as-needed basis and approve a Resolution adjusting the FY2018 Budget. (17-497). (Utilities Director)

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

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

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

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

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

VI. PUBLIC HEARINGS:

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

VII. COUNCIL BUSINESS:

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

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

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

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

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

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

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

VIII. CITY BUSINESS:

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

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

3. Requesting City Council approval to send corrected Non-Ad valorem Tax invoices for under billed Fire Assessment accounts for three mobile home parks for tax year 2017, fiscal year 2018. (17-512). (City Manager)

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

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

MULTI-YEAR CONTRACTS:

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

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

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

an fiscal Inventory Blanket Purchase Order to Glover Oil Company for Inventoried fuel purchases throughout the duration of the Contract term. (17-526). (Public Works Director)

IX. INFORMATIONAL AGENDA:

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

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

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

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

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

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	17-516	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	11/22/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Approve the Minutes of the Special meeting of November 14, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-14-17 special.pdf 11-14-17S Exhibit A-Budget presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 22, 2017
Agenda Date: December 12, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special meeting of November 14, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

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RECOMMENDED MOTION:

Approve the Minutes of the Special meeting of November 14, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

November 14, 2017

A Regular City Council meeting was held on Tuesday, November 14, 2017, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

The Special City Council meeting was called to order at 6:00 p.m.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Jonathan Lamm, Deputy Fire Chief; Michael Cantaloupe, Chief of Police; Tony Jones, Fleet Manager/ Acting Public Works Director; Teri Butler, Finance Director; Tre Folston, Helpdesk Support Tech; Cary Myers, Accounting Supervisor; Lea Taylor, Budget Analyst; Anne Quesada, Accounting Manager; Nancy Bunt, Deputy Community Services Director; Larry Lallo, Economic Development Manager; and Lora Howell, Deputy Finance Director.

(a) Approve Resolution No. 2017-116 re-adopting and ratifying the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2018 commencing on October 1, 2017 and ending on September 30, 2018, which represents an increase of 0.96% over the rolled-back rate of 5.9219. (17-484)

City Manager Titkanich explained the purpose and reasons behind this public hearing, which was to Re-Adopt and Ratify a Final Millage Rate for FY 2018 and also to Re-Adopt and Ratify Final Budget for 2018. He explained that the numbers still stand from the second public hearing that was done on September 25, 2017.

He provided a presentation[1] and spoke in detail about the Ad Valorem Tax Base History and the FY 2018 TRIM rate options. The current rate, rolled back rate, and majority rate were all discussed and he pointed out that the FY 2018 Revenue Difference was $178,898.

The following public service announcement was provided by City Manager Titkanich:

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.9219
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 0.96% as a percent change of the rolled-back rate

City Manager Titkanich advised that this was a public hearing and advised Council of the requested action which is to approve Resolution No. 2017-116 re-adopting and ratifying a final millage rate of 5.9790 for the City of Cocoa for the Fiscal Year commencing on October 1, 2017 and ending on September 30, 2018.

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

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve Resolution No. 2017-116 re-adopting and ratifying a final millage rate of 5.9790 for the City of Cocoa for the Fiscal Year commencing on October 1, 2017 and ending on September 30, 2018.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UANIMOUSLY (5-0)

(b) Approve Resolution No. 2017-117 readopting and ratifying the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2018 commencing on October 1, 2017 and ending on September 30, 2018. (17-484)

[1] EXHIBIT A: Presentation for the FY 2018 Millage Rate & Budget Re-Adoption Hearing

The next item was to re-adopt and ratify the FY 2018 proposed budget.

City Manager Titkanich reviewed the FY 18 proposed budget versus the FY 17 Amended budget by both fund and department, and discussed the General Fund expenditure trends.

The FY 2018 Water/Sewer fund proposed budget versus the FY 2017 amended budget by division was discussed along with the FY 2018 General Fund Revenue, Water/Sewer Fund Revenue, and Stormwater Fund Revenue.

Additionally, the FY 2018 Proposed General Fund Capital Budget, Water/Sewer Capital Budget, and Capital Budget for other funds were discussed.

City Manager Titkanich advised that this was also a public hearing, and noted that staff's requested action was to approve Resolution No. 2017-117 re-adopting and ratifying the final budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2017 and ending on September 30, 2018.

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

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve Resolution No. 2017-117 re-adopting and ratifying the final budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2017 and ending on September 30, 2018.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UANIMOUSLY (5-0)

In closing, City Manager Titkanich advised that staff will forward the corrected Notice of Property Tax Increase advertisement, a copy of the new resolutions re-adopting and ratifying the millage and final budget to the Property Tax Oversight program.

The City's DR-487, Certificate of Compliance will also be re-certified.

He thanked Council for their understanding on the oversight.

III. ADJOURNMENT:

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to adjourn the Special meeting of November 14, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UANIMOUSLY (4-0)

The meeting adjourned at 6:10 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk


AGENDA
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BUDGET RE-ADOPTION HEARING
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Agenda & Objectives



- Re-Adopt and Ratify a Final Millage Rate for FY2018
- Re-Adopt and Ratify the Final Budget for FY2018

Per the direction of the Florida Department of Revenue, the City is holding a new hearing to re-adopt and ratify the final millage rate and final budget due to an error in the Notice of Proposed Tax Increase advertisement which mistated the proposed tax levy and incorrectly stated the tax reductions because of the Value Adjustment Board and other assessment changes.


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Ad Valorem Tax Base History

Fiscal Year		Valuation		% of Change
FY2008		$1,178,240,071		3.8%
FY2009		$1,168,009,451		(0.9%)
FY2010		$1,025,224,075		(12.2%)
FY2011		$906,460,404		(11.6%)
FY2012		$797,859,898		(12.0%)
FY2013		$771,155,034		(3.3%)
FY2014		$773,867,625		0.4%
FY2015		$780,867,676		0.9%
FY2016		$817,760,975		4.7%
FY2017		$858,558,414		5.0%
FY2018		**$888,479,522**		**3.5%**

FY2008 - FY2017 is based on the Final Taxable Value.

FY2018 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2017 – FY2018 Revenue Variance
FY2017 *Adopted Rate	**$857,337,863**	**5.9790**	**$5,126,023**	**$4,869,722**	
FY 2018 Millage Options					
Current Rate-Proposed	$888,479,522	5.9790	$5,312,219	$5,046,608	$176,886
Rolled-back Rate	$888,479,522	5.9219	$5,261,487	$4,998,413	$128,691
Majority Rate	$888,479,522	9.6261	$8,552,593	$8,124,963	$3,255,241

Proposed Rate

City Council may adopt any rate up to 10 mills with a two-thirds vote.
*The adopted rate using the valuation available at the time of adoption.

FY2018 Staff Proposed Rate

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
*Current FY 2017 Millage Rate	$858,558,414	5.9790	$5,133,321	$4,876,655
Staff Proposed FY2018 Millage Rate	$888,479,522	5.9790	$5,312,219	$5,046,608
FY2018 Revenue Difference			$178,898	$169,953

1st Public Hearing on September 5, 2017 at 5:30pm at Cocoa City Hall

*Final Valuation

Public Announcement

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.9219
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 0.96% as a percent change of the rolled-back rate


City Council Questions and Discussion

Public Hearing



Public Comment on Re-Adopting and Ratifying the Final Millage Rate of 5.9790

- **Requested Action:** Approve Resolution No. 2017-116 re-adopting and ratifying a final millage rate of 5.9790 for the City of Cocoa for the Fiscal Year commencing on October 1, 2017 and ending on September 30, 2018.


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FY18 Proposed Budget vs. FY17 Amended Budget by Fund



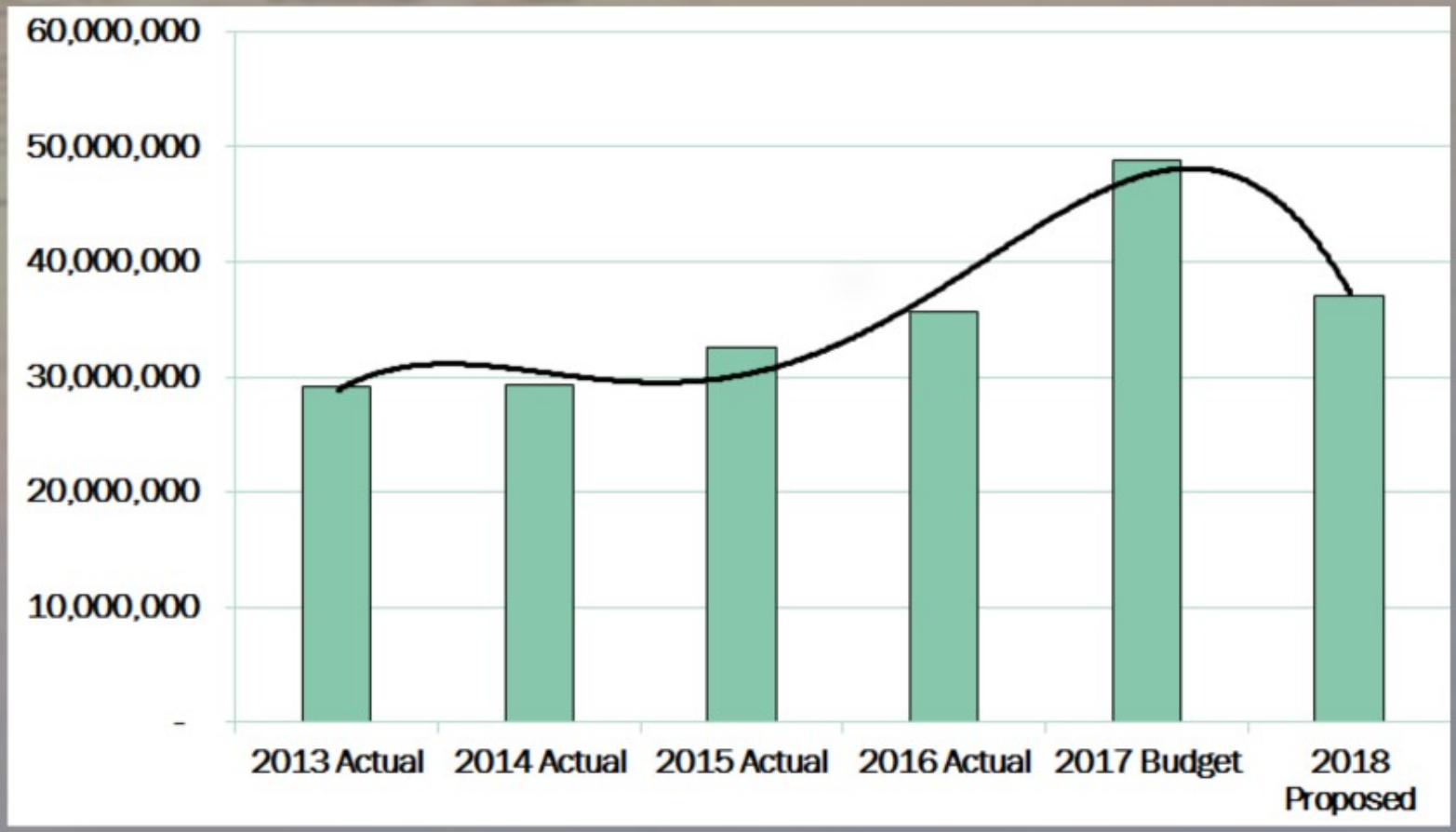
FUND	FY 2018 PROPOSED	FY 2017 AMENDED	% VARIANCE	% of FY 2018 Budget
General Fund	$37,054,118	$48,799,656	(24.1%)	24.3%
G.F. Debt Service Fund	$1,752,619	$1,759,708	(0.4%)	1.2%
G.F. Capital Projects Fund	$5,740,938	$8,701,932	(34.0%)	3.8%
Special Revenue Funds	$2,880,862	$3,015,574	(4.5%)	1.9%
Water/Sewer Fund	$86,423,186	$83,124,425	4.0%	57.0%
Water/Sewer Debt Service Fund	$8,664,686	$8,999,761	(3.7%)	5.7%
Self Insurance	$7,229,229	$6,006,545	20.4%	4.8%
StormWater Fund	$1,996,277	$3,088,652	(35.4%)	1.3%
TOTAL	**$151,741,915**	**$163,496,253**	**(7.2%)**	**100%**

*FY 2017 Amended Budget as of 8/22/2017

FY18 Proposed Budget vs. FY17 Amended Budget by Department

GENERAL FUND DEPT.	FY 2018 PROPOSED	FY 2017 AMENDED	% VARIANCE	% OF BUDGET
City Council	$114,569	$113,209	1.2%	0.3%
City Manager Office	$2,610,402	$2,754,698	(5.2%)	7.0%
Finance	$2,803,087	$2,740,038	2.3%	7.6%
General Operations	$3,539,343	$14,188,007	(75.1%)	9.6%
Administrative Services	$724,395	$721,342	0.4%	2.0%
Police	$9,293,352	$9,084,343	2.3%	25.1%
Fire	$5,944,415	$5,847,918	1.7%	16.0%
Community Services	$2,857,528	$3,418,597	(16.4%)	7.7%
Public Works	$9,167,027	$9,931,504	(7.7%)	24.7%
TOTAL	**$37,054,118**	**$48,799,656**	**(24.1%)**	**100%**

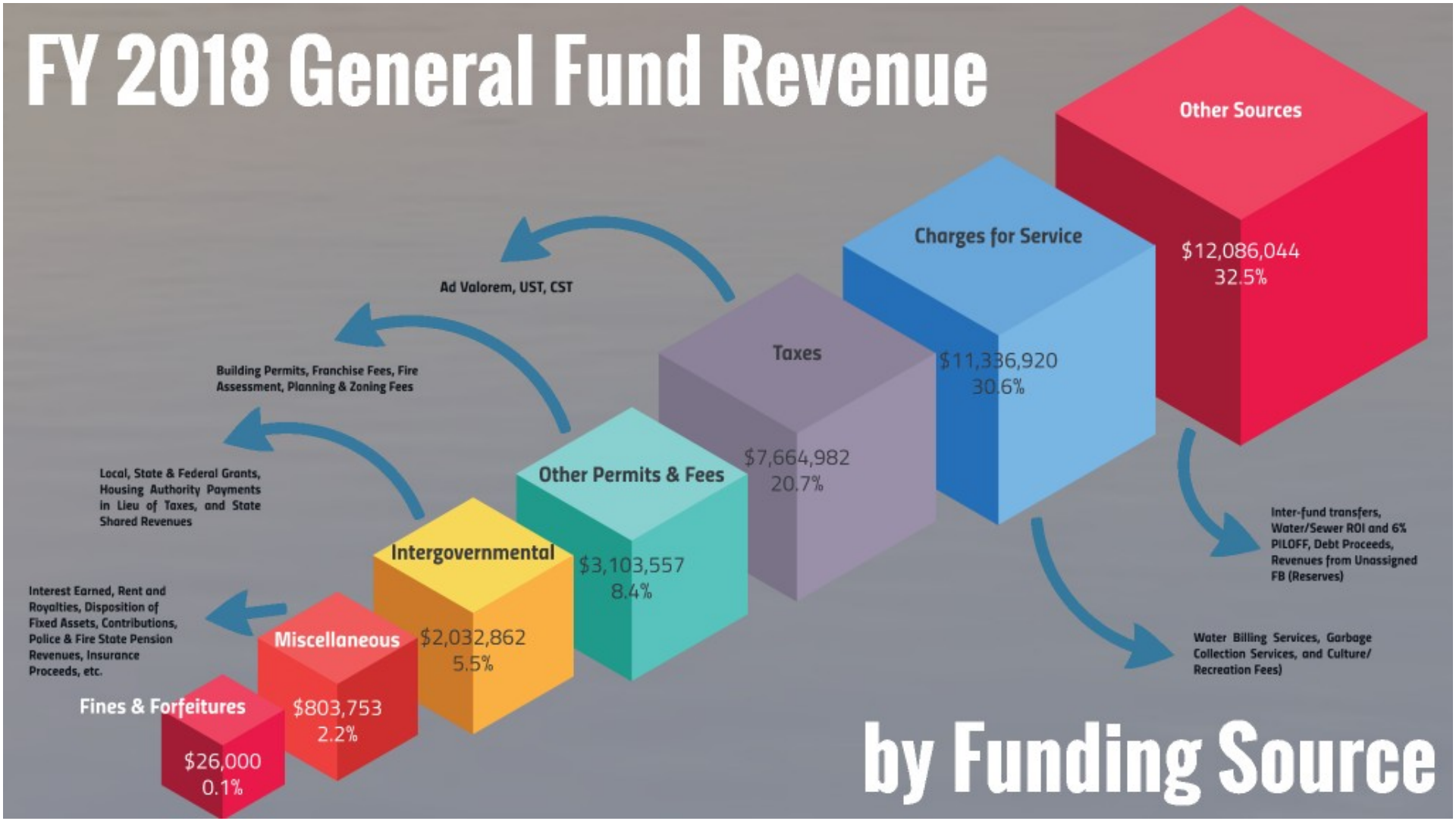
General Fund Expenditure Trends

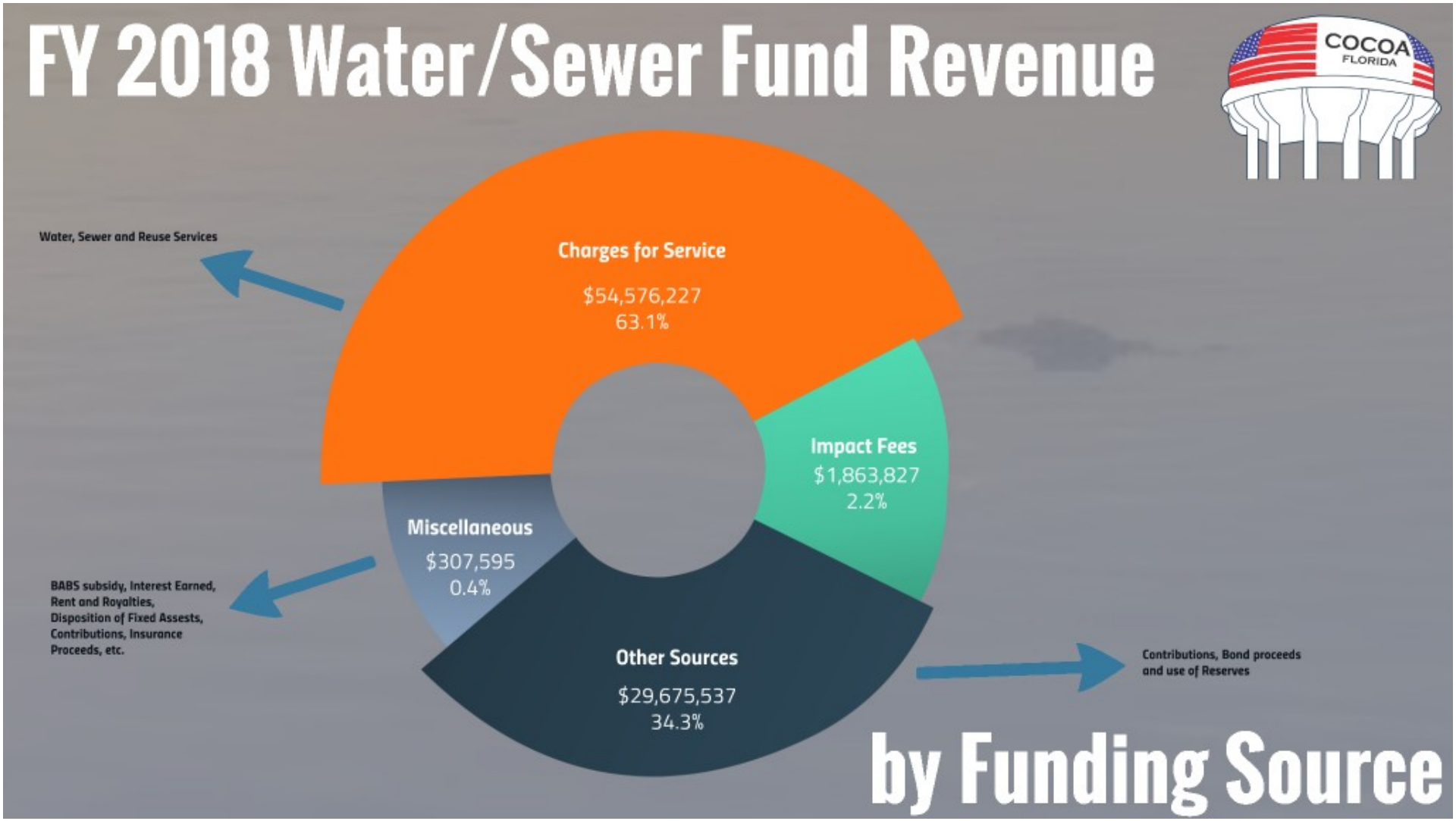


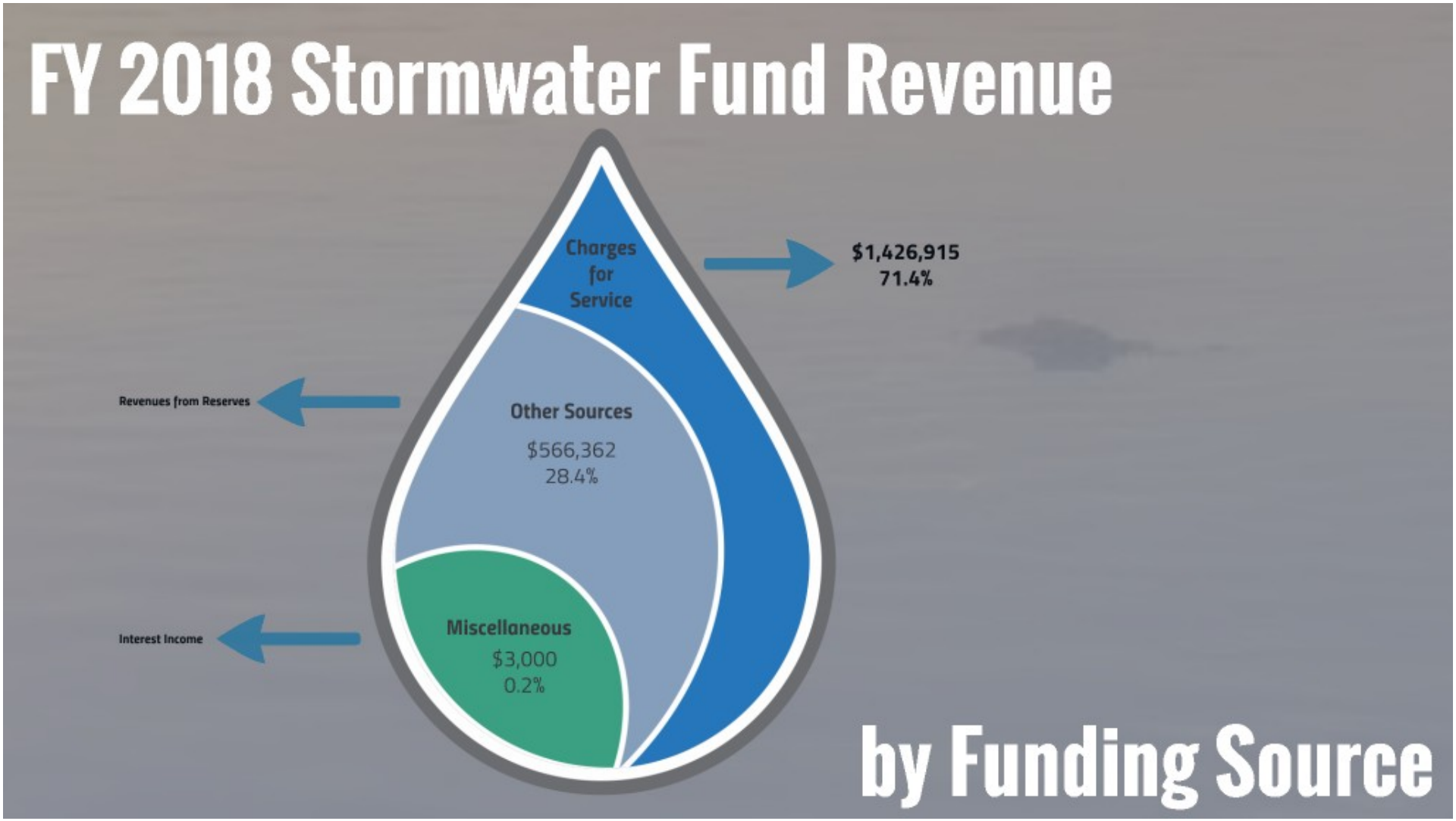
FY 2018 Water/Sewer Fund Proposed Budget vs. FY 2017 Amended Budget by Division

WATER/SEWER FUND BY DIVISION	FY 2018 PROPOSED	FY 2017 AMENDED	% VARIANCE	% W/S BUDGET
Field Services	$1,773,814	$1,939,712	(8.6%)	2.1%
Water Admin. (Lab)	$27,653,341	$26,628,755	3.8%	32.0%
Dyal Plant Operations	$14,668,703	$11,452,370	28.1%	17.0%
WFO/Water Collections	$8,627,105	$9,357,164	(7.8%)	10.0%
Engineering	$25,218,857	$23,804,109	5.9%	29.1%
Sellers Plant Operations	$5,974,517	$6,414,367	(6.9%)	6.9%
WFO/ Waste Water Collections	$2,506,849	$3,527,948	(28.4%)	2.9%
TOTAL	**$86,423,186**	**$83,124,425**	**4.0%**	**100%**


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FY 2018 General Fund Revenue
Other Sources
$12,086,044
32.5%
Charges for Service
$11,336,920
30.6%
Taxes
$7,664,982
20.7%
Other Permits & Fees
$3,103,557
8.4%
Intergovernmental
$2,032,862
5.5%
Miscellaneous
$803,753
2.2%
Fines & Forfeitures
$26,000
0.1%
Ad Valorem, UST, CST
Building Permits, Franchise Fees, Fire Assessment, Planning & Zoning Fees
Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues
Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.
Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)
Water Billing Services, Garbage Collection Services, and Culture/ Recreation Fees)
by Funding Source


FY 2018 Water/Sewer Fund Revenue
COCOA
FLORIDA
Water, Sewer and Reuse Services
Charges for Service
$54,576,227
63.1%
Impact Fees
$1,863,827
2.2%
Miscellaneous
$307,595
0.4%
BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assests, Contributions, Insurance Proceeds, etc.
Other Sources
$29,675,537
34.3%
Contributions, Bond proceeds and use of Reserves
by Funding Source


FY 2018 Stormwater Fund Revenue
Charges for Service
$1,426,915
71.4%
Revenues from Reserves
Other Sources
$566,362
28.4%
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source


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FY 2018 Proposed General Fund Capital Budget



	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	JAG Grant	IT Hardware	TOTALS
City Manager (Information Technology)	$0	$0	$28,000	$0	$65,000	$93,000
Finance	$0	$0	$1,534	$0	$0	$1,534
Police	$0	$0	$8,545	$23,464	$54,400	$86,409
Fire	$0	$0	$76,600	$0	$28,422	$105,022
Public Works	$175,000	$2,806,607	$164,009	$0	$0	$3,145,616
TOTALS	**$175,000**	**$2,806,607**	**$278,688**	**$23,464**	**$147,822**	**$3,431,581**

FY 2018 Proposed Water/Sewer Capital Budget

	Building	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT Hardware	SOFTWARE	TOTALS
Field Services	$0	$0	$160,300	$91,090	$0	$251,390
Dyal Plant	$0	$2,686,000	$150,600	$0	$0	$2,836,600
WFO/Water Collections	$0	$0	$332,548	$14,000	$0	$346,548
Engineering	$0	$23,333,620	$0	$0	$530,000	$23,863,620
Sellers Plant	$65,000	$3,195,000	$145,830	$6,000	$0	$3,411,830
WFO/Waste Water Collections	$0	$400,000	$6,500	$4,500	$0	$411,000
TOTALS	**$65,000**	**$29,614,620**	**$795,778**	**$115,590**	**$530,000**	**$31,120,988**

FY 2018 Proposed Capital Budget Other Funds

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	TOTALS
Cocoa CRA	$0	$919,000	$0	$919,000
Diamond Square CRA	$0	$80,000	$0	$80,000
Capital Projects Fund	$5,011,699	$50,000	$214,165	$5,275,864
Stormwater Fund	$0	$760,414	$151,064	$911,478
TOTALS	**$5,011,699**	**$1,809,414**	**$365,229**	**$7,186,342**


AGENDA
COCOA
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FY 2018 MILLAGE RATE
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QUESTIONS & DISCUSSION

Public Hearing



Public Comment on Re-Adopting and Ratifying the Final FY2018 Proposed Budget and CIP

- **Requested Action:** Approve Resolution No. 2017-117 re-adopting and ratifying the final budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2017 and ending on September 30, 2018.


AGENDA
COCOA
FLORIDA
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What's Next?



- Staff will forward corrected Notice of Property Tax Increase advertisement, copy of the new resolutions re-adopting and ratifying the millage and final budget to the Property Tax Oversight program

- Re-certify the City's DR-487, Certificate of Compliance


AGENDA
COCOA
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Legislation Details (With Text)

File #:	17-517	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	11/22/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of November 14, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-14-17 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 22, 2017
Agenda Date: December 12, 2017
Prepared By: Carie Shealy, City Clerk
Through: Department Director
Requested Action:
Approve the Minutes of the Regular meeting of November 14, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of November 14, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

November 14, 2017

A Regular City Council meeting was held on Tuesday, November 14, 2017, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:18 p.m.

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

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Jonathan Lamm, Deputy Fire Chief; Michael Cantaloupe, Chief of Police; Tony Jones, Fleet Manager/ Acting Public Works Director; Teri Butler, Finance Director; Tre Folston, Helpdesk Support Tech; Cary Myers, Accounting Supervisor; Lea Taylor, Budget Analyst; Anne Quesada, Accounting Manager; and Lora Howell, Deputy Finance Director.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of November 14, 2017 (17-470)
2. Minutes: (a) Regular meeting of October 10, 2017 (17-471)
   (b) District 4 Town Hall Meeting of October 17, 2017 (17-473)
   (c) Regular meeting of October 24, 2017 (17-474)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the Agenda for the Regular meeting of November 14, 2017 and the Minutes for the Regular Meeting of October 10, 2017, the District 4 Town Hall Meeting of October 17, 2017, and the Regular Meeting of October 24, 2017 as written.**

City Manager Titkanich advised that Item VIII.3 (under City Business) would need to be pulled and postponed to a date certain of December 12, 2017.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to revise his previous motion to include the amendment of postponing Item VIII.3 to a date certain of December 12, 2017, which is the next Regular City Council meeting.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. CAFR Presentation. (17-475). (Finance Director)

Jordan Cupps, Deputy Director, Finance and Accounting for the Orange County Comptrollers Office, presented an award to Teri Butler for the Cocoa CAFR, and pointed out that the City has achieved the highest standards of the program. The last time this award was received by the City was in 2000 and it is quite remarkable that the City received this. He explained what all was included in the CAFR and who utilizes the report. Mr. Cupps pointed out that this award recognizes the great work of Ms. Butler and her staff.

Ms. Butler mentioned that this was a team effort, as it cannot all be done by one person.

2. Sister City Presentation. (17-479). (Kathy Mardirosian)

Kathy Mardirosian, representing the Sister City, introduced the former and first president of the Sister City, Ms. Theresa Miles. She introduced Teresa Miles who was the first president of the Sister City. She will be sharing the job of being a liaison between the City and the Sister City.

They provided a presentation[1] regarding the history of the Sister City. She provided the mission of the Sister City and how the next generation will be impacted by this.

Ms. Miles spoke in depth about the Zealous Project and she explained its purpose. Her son, Jordan Miles, has traveled back and forth many times to the Sister City as part of this project. She thanked the Sister City program for molding him into a man. Good things are being done due to the partnership with the City of Cocoa and the Sister City. She thanked everyone for their time.

IV. DELEGATIONS:

Larry Sinclair, 1052 Mitchell Street, Cocoa, mentioned that Thanksgiving was a week away and reminded everyone that they would be hosting another dinner in Broadmoor Acres. He extended the invitation to all public safety workers, and any other City workers who wanted to eat that day to come by. He thanked Mr. Wegerif for helping get the easements cleaned out, pointing out it was all done in less than one week. He further noted that the lot known as 28 Prospect and 820 Peachtree St. has been acquired by him. Any updates to the lot would be on him, not through BACRAP. He hoped to have it cleaned up by December.

Council thanked him for everything that he is doing and Mayor Parrish asked him to speak about the award he received from Channel 6. In response, Mr. Sinclair advised that Councilwoman Warner nominated him and what they failed to show was where he mentioned during the interview that none of this would have been possible without the help of the City and the City's Police Department.

Allen Chapman, representing HCVA, noted that on October 21 & 22, 2017 the Fall Arts and Craft Fair was held. The City did a great job with the hurricane cleanup and they appreciated that very much. Both the vendors and merchants did well. A portion of the funds received helped to cleanup Myrt Tharpe Square which has been done. On December 2 & 3, 2017 the Holiday Bazaar would be

[1] EXHIBIT A: Sister City Powerpoint Presentation

held and they expect an even larger turnout. It is being sponsored by Wuesthoff Health Systems and Melbourne BMW. A portion of those proceeds will be donated to the water front recovery.

Councilwoman Warner asked about the Chili Cookoff for this Friday night. Mr. Chapman advised that there were 21 chili cookers, one of which is the Cocoa Police Department. Admission is free but you can purchase a wristband for $5.00 to sample the chili.

Brad Whitmore, 351 Rockledge Drive, HCVA, concurred with Mr. Chapman regarding the impressive cleanup of the waterfront. He mentioned the Sail to the Sun Rally that is approaching and that this is the third consecutive year that Cocoa Village will be a stop for the boaters. The boaters are aware of the issues due to the hurricane. They will be arriving on Friday and leaving Tuesday. He further spoke about the Cruisers Seminar and their excitement for that. He thanked Mayor Parrish for offering to speak at the Mayor's reception and at the Cruisers Seminar.

Mayor Parrish advised that the waterfront would be discussed at the January 10th Cocoa RDA. City Manager Titkanich further advised that there would be an internal meeting prior to that and he would get Mr. Whitmore the information.

V. CONSENT AGENDA:

1. Approve a Budget Resolution adjusting the FY18 budget to transfer funds from various departments to Information Technology Services to pay Ricoh lease agreement via a single purchase order from Rentals and Leases and Operating Supplies. (17-461). (Assistant City Manager)

2. Approve Continuation of Work under Task Order 2017-81 with CH2M Hill Engineers, Inc. for SCADA System Surface Water Clearwell Automation, Project No. WS1117. (17-462). (Utilities Director)

3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Lime Slaker from Integrity Municipal Systems (IMS), Poway, California, and the Installation of the Slaker by Water Treatment and Controls, Pensacola, Florida. (17-463). (Utilities Director)

4. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of HVAC Services from Trane Building Services, Maitland, Florida, for Maintenance and Repair Services at the Dyal Water Treatment Plant. (17-466). (Utilities Director)

5. Approve a Commercial Property Enhancement Program (CPEP) Grant Application request totaling $5,000.00 in matching grant funding for the property located at 1003 N. Cocoa Boulevard, and authorize the City Manager to sign all subsequent documents and agreements. (17-483). (Community Services Director)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Election of Deputy Mayor. (17-476). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to elect Councilwoman Blanco as the Deputy Mayor through November, 2018.**

Councilwoman Blanco accepted the nomination.

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

All members of Council congratulated Deputy Mayor Blanco.

2. Consider the Reappointment of Ms. Barbara Kinsey as a Regular member of the Utilities Advisory Board through November, 2020. (17-485). (Administrative Services Director)

* **MOTION by Councilman Boisvert; Seconded by Councilwoman Warner to approve the Reappointment of Ms. Barbara Kinsey as a Regular member of the Utilities Advisory Board through November, 2020.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the reappointment of Mr. Michael Dobrin, Mr. Al Washington, and Ms. Sherry Ervin as members of the Planning and Zoning Board through November 30, 2020. (17-488). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Blanco, to approve the reappointment of Mr. Michael Dobrin, Mr. Al Washington, and Ms. Sherry Ervin as members of the Planning and Zoning Board through November 30, 2020.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve an Interlocal Agreement for the conveyance of Brevard County owned property in Lee Wenner Park to the City of Cocoa and authorize the City Manager to execute all related documents and approve a Resolution adjusting the FY 2018 budget and headcount to add a part time facility attendant. (17-377). (City Manager)

Assistant City Manager Fuhrer presented this item and reminded Council that they have been in conversations with Brevard County for a little over two years. This was approved by the Commissioners back in August and was on our agenda, but the meeting was cancelled due to the impending hurricane. Furthermore, the item was put on hold post hurricane while conversations were done regarding the park.

They currently have a plan with FEMA regarding reimbursement and he noted that in the agreements, the parcels not owned by the City will be conveyed to the City. The only other owner is FDOT which is for the right-of-way on the North side.

He spoke about maintenance cost for the park and pointed out that the Cocoa RDA has funds budgeted for safety and security.

Assistant City Manager Fuhrer also advised that the US Coast Guard Station will be demolished as it has been deemed unsafe.

Councilman Boisvert asked where the Coast Guard was being relocated to, and in response, City Manager Titkanich mentioned Merritt Island at the Veterans Memorial. He further noted that if the City does anything in the future regarding a marine component the Coast Guard has expressed a desire to be a part of that.

Assistant City Manager Fuhrer stated that small scale commercial development has also been discussed, such as a bait shop, sandwich shop, etc. However, nothing large, like a hotel.

Councilwoman Warner was glad it was being done finally.

Mayor Parrish was excited and glad that the City would have control. He stressed that nothing would be done with the name, as Mr. Wenner was a great Commissioner and Rockledge City Councilman. He felt it was an honor to take the park and do things with it. He appreciated the City Manager being a stickler with the details and believes that it will be a nice place to visit.

Councilwoman Warner has spoken with the family and they are excited about what is going to be done. She advised that Ms. Wenner Schultz is a great fundraiser and knows that Council can count on her support if needed.

Mayor Parrish noted that this would have a positive impact on the City.

Councilwoman Warner agreed that it would be huge for the Village but was more of a huge step in bringing back a park in honor of a man who deserves it.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich thanked Assistant City Manager Fuhrer for all of his hard work with the County, and keeping this going.

Mayor Parrish thanked Commissioner Barfield and other County administration for working with Cocoa. Commissioner Barfield has worked a lot to improve Cocoa and his District 2.

2. Approve a Resolution amending the FY2018 Budget and to review the costs associated with the emergency removal of vessels and damaged boardwalk as a result of Hurricane Irma. (17-465). (City Manager)

Assistant City Manager Fuhrer introduced the item and explained in detail, what the cleanup and costs entailed due to Hurricane Irma. He briefly pointed out a few of the vessels still left and explained the reasoning for that. Lastly, he mentioned that Public Works staff worked a great deal with contractors, the US Coast Guard, FWC, and other agencies in coordinating work and making sure it was all done correctly.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

~~3. Approve a Resolution vacating the rights of way "Lunner Drive", "Arko Court" and "Plaza Court", together with all platted drainage and utility easements within the limits of Plaza Heights Plat, as recorded in Plat Book 16, Page 137, Public Records of Brevard County, Florida. Approve the Pineda Village I Re-Plat. (17-467). (Community Services Director)~~

* **This item was postponed until the December 12, 2017 Regular City Council meeting**.

4. Approve a Resolution adjusting the Fiscal Year 2017 Budget to adjust payroll and emergency accounts and operation-related changes which resulted in negative balances. (17-469). (Finance Director)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve a sole source purchase of Nine (9) 2017/2018 Nissan Frontier trucks from East Florida Motor Sales d/b/a Mike Erdman Nissan. (17-472). (Public Works Director)

Mr. Wegerif presented the item and explained the reasoning for the item.

Councilwoman Warner asked Mr. Jones if these trucks were made in Mississippi, in which Mr. Jones responded in the affirmative.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Parrish appreciated staff expediting this and appreciated the fact that Mr. Erdman would be in Cocoa. Mr. Wegerif explained that this was out of the normal purchasing procedures and appreciated Council for letting them more forward with this.

Councilman Whipple asked how quickly these vehicles would be put on the road. Staff assured him that as soon as the purchase order is cut they will be received. They are on the lot now.

Councilman Whipple further questioned vehicle availability amongst the City. He has heard there was a shortage and there should not be a shortage of vehicles.

Mr. Wegerif advised that some of the vehicles would be repurposed. Councilman Whipple reiterated that he wants it all done the right way and there should not be a shortage of vehicles.

Mayor Parrish asked Mr. Jones if they figured out the correct side for the Flags, as they need to be put on every car the City has. Mr. Jones assured him that they have it figured out.

MULTI-YEAR CONTRACTS:

6. Approve a Waiver of Competitive Bidding by way of Sole Source and Authorize the City Manager to sign a Multi-Year Software Service and License agreement with

Samsara Networks LLC, of San Francisco, CA for Vehicle GPS Fleet Tracking, Vehicle Telemetric, Vehicle Dash Cameras and Cloud Web Hosted Services and User Access to Samsara Web based Software. (17-452). (Public Works Director)

Mr. Wegerif presented the item and mentioned this would be for an integrated GPS system that would be used to track vehicles for statistics such as how fast they are going, where they are going, etc. It will also notify Mr. Jones of when a vehicle needs to be serviced and will allow for them to be maintained a little better.

Additionally, Mr. Jones advised that each unit has wifi capabilities which will help greatly. He agreed that much more information will be received and it will allow for better vehicle management.

Mayor Parrish asked if they were notified by email. Mr. Jones responded in the affirmative and explained the process.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Authorize the City Manager to approve (Amendment #2 to Task Order Number 2017-40) with Terracon Consultants, Inc. for a Supplemental Phase II Environmental Site Assessment (ESA) at 6 Rosa L. Jones Blvd., Brevard County Parcel ID 24-36-33-80-20-2. To approve a resolution authorizing the City Manager to Approve Change Orders in the amount not to exceed $5,000. (17-478). (Community Services Director)

Ms. Hamilton advised that this item was for a Brownfield's Site. This would be for a site assessment and would allow for the City to respond to any change orders or contracts that would be needed in order to complete work on those sites.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Pursuant to the TCR/SJR Project Permitting Agreement: (1) Authorize the City Manager to negotiate and execute a multi-year agreement with Mark Farrell of WRA to serve as the City's Project Manager in a form approved by the City Attorney and Utilities Director; (2) Approve a multi-year special counsel legal services agreement with Ed de la Parte of de la Parte & Gilbert, P.A. to assist with obtaining all required water and environmental permits. Adopt Resolution waiving competitive bid process. (17-494). (Utilities Director)

Mr. Walsh presented the item, pointing out that Council previously approved the agreements for TCR and this item was linked to that for legal representation for water permitting.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

Ms. Gemmati advised that due to a suggestion from Councilwoman Warner about senior programs, she was happy to announce that the City Manager had signed an agreement to bring a program into Cocoa. It will be through AARP and she is working with them to determine positions that will be available.

Mayor Parrish thanked Mr. Walsh for always doing a great job.

Ms. Hamilton provided an update on the UCF graduate students who are working on a project regarding the Fiske Boulevard Corridor. They have attended several community meetings including Mr. Sinclair's and there will be someone in attendance at the Cocoa Village Neighborhood Coalition Meeting and the Endeavor Elementary meeting on Thursday. A survey is also being compiled by them so that they can see what the residents want, etc.

Mr. Wegerif advised that the tree at the corner of Delannoy Avenue and Derby Street would be coming down, as it was damaged during the hurricane and has severe rot. A tree company would be here on November 20th to remove the tree, as it is too large for the City's crews to remove.

Mayor Parrish agreed that it must come down and the owner of the home is worried.

Next, Mr. Wegerif spoke about drainage issues that were brought forth at a recent Council meeting. City crews have been working at McCloud and Dade Court and all of the pipes have been checked in the Diamond Square area. There is some buildup in the pipes but no sinkholes were identified. Lastly, issues with Coventry of Cocoa are being addressed.

Assistant City Manager Fuhrer advised that on Thursday, there is the Endeavor Elementary meeting and the Cocoa Village Neighborhood Coalition meeting. He will attend that and the City Manager will be attending the meeting at Endeavor.

City Manager Titkanich advised that he has been in touch with Ms. Koss regarding technical and mechanical issues that need to be worked out for the Sustainability Advisory Board. They need to make sure that it is specific to Cocoa.

He further reminded all that on November 21st from 11-6 pm at Walmart is the Fill the Truck event for the food drive.

City Manager Titkanich pointed out that on November 23 & 24, 2017 the Cocoa Police Department would be at Walmart collecting toys for the toy drive.

In closing, he mentioned that he would be out of town from November 18-28th and Assistant City Manager Fuhrer would be acting City Manager. He wished all a happy Thanksgiving.

Councilwoman Whipple congratulated Deputy Mayor Blanco on her appointment as Deputy Mayor and knows that she will do a great job. He spoke in detail about the proposed renovation to the Joe Lee Smith Center and the UCF survey that the graduate students were doing. He advised that he had asked City Manager Titkanich to bring this forward to discuss with citizens as to what they would like to see done with the center.

Councilman Whipple believes that there is a problem at Provost Park and it is an eye sore that is not getting any better. There is an opportunity to explore new avenues in terms of relocating the Joe Lee Smith Center to that location. He believed it could be designed to eliminate problems at the park. He felt strongly about including residents in the meetings.

Assistant City Manager Fuhrer was aware of what occurs in the park and there had been a short discussion on some corrective actions that could be taken to make it more family friendly. A letter has been drafted in regards to this. He mentioned that there was also representatives of the NAACP at the meeting and it was unanimous on what needs to be done. The park will be closed while maintenance is being done. Activities that are currently permitted will still occur and those events scheduled will be relocated. He assured everyone that there will be security while the park is closed.

Councilman Whipple feels that this information is just a start of what needs to be done to move forward. Constructive action needs to be taken so that the park can be used for what it is intended for. He believed that if the Joe Lee Smith Center could be moved there it could be designed for the best use in the community.

He asked Ms. Hamilton if the UCF survey could include the Provost Park issue. City Manager Titkanich explained that they could approach the professor about this. He believes that they had to have an original scope of services outlined for approval.

Lastly, he spoke of an invitation received form the Bishop of the Church of God on Stone Street. He attended an event where he brought greetings on behalf of the Mayor and City Council. They were celebrating a very prominent attorney who had to leave due to business reasons but would be returning. The event was at 4 pm this past Sunday.

Councilwoman Warner reminded everyone of the 2nd Annual Thanksgiving Dinner at Broadmoor Acres. She invited all fire, police, and City staff who would be working on Thanksgiving. There will be to go boxes.

She spoke about a meeting that she attended with Overlook Ministries over the weekend and advised that they were doing a Thanksgiving dinner for the homeless in the parking lot of Oil of Joys Ministries. She asked Chief

Cantaloupe to let the officers know that they can send any homeless people to that event.

Lastly, she advised that she would be in Orlando during the December 12th City Council meeting, so she would attend by phone. Copper will also be attending the dog show. It will be at the Orlando Convention Center.

She is looking forward to the conversation regarding Provost Park.

Councilman Boisvert confirmed his attendance, along with Councilman Whipple and Assistant City Manager Fuhrer, at the Cocoa Village Neighborhood Coalition Meeting this Thursday at the library.

He wished all a happy Thanksgiving.

Deputy Mayor Blanco thanked everyone for the appointment of Deputy Mayor and she hoped that she lives up to Councilman Boisvert's standards. She thanked him for the great job that he has done over the past two years.

She spoke about the last meeting where there were many debris issues brought forward and two days later City workers were picking up debris in her neighborhood. She thanked the City Manager's office for expediting the debris pickup. She believes this is something that needs to be looked into for next year and thanked Public Works staff for working overtime. She has seen everyone working very hard.

Mr. Wegerif stated that he would pass her appreciation on to his staff.

Deputy Mayor Blanco congratulated Ms. Butler on her award.

She asked Deputy Chief Lamm about turkey donations. He mentioned they could be taken to Fire Station #1 and they were collecting them through November 17th. Any donation is appreciated.

Deputy Mayor Blanco concurred with the statements about Provost Park and agreed that it was in need of improvements. She wished all a happy Thanksgiving.

Mayor Parrish congratulated her again on the appointment of Deputy Mayor.

Mayor Parrish further echoed the same sentiments about the Joe Lee Smith Center and Provost Park. He is looking forward to public meetings and to hear citizen's input. If the center was going to be renovated then it has to be done right. He is also supportive of putting up safety cameras and wants the bad people out of the park.

Root Fire took place over the past weekend and he thought it was a great show and good for the City. Chief Cantaloupe was not aware of any calls regarding noise and Mayor Parrish mentioned there were a lot of people there.

Mayor Parrish asked if a bigger table could be put in the City Clerk's conference room.

He feels that the City taking over Lee Wenner Park will be great for the City and thanked City Manager Titkanich for having the Christmas lights put up before Thanksgiving.

Mayor Parrish questioned the assessment that was done on the Police Department. In response, City Manager Titkanich advised that they were trying to schedule a workshop during the second or third week of December so that they could come in and do a presentation.

He spoke of his appreciation for all of the government entities working together in the cleanup of the park. He thought it was very impressive when the Coast Guard cadets from California came through, noting they did a great job.

After a brief discussion about the cleanup, Assistant City Manager Fuhrer advised that the cost for the barge and crane was $37,000 a day.

Councilman Boisvert reminded everyone that the Cocoa/Rockledge Holiday Parade and the FEC Railroad toy giveaway were both on Saturday, December 9th. Also, the new Dunkin Donuts would be opening on December 20th.

Mayor Parrish agreed with Deputy Mayor Blanco's comments regarding the planning of debris pickup for next year.

City Manager Titkanich advised that he would be attending the FLC Legislative Conference in Orlando, December 6-8, 2017. He also mentioned HB 17 and noted that it was assigned to one committee and they voted 20-1 today to pass the bill to move it forward to go straight to the House floor.

Mayor Parrish mentioned that he is hearing that the Senate's version of the bill is opposite of what the House's is. City Manager Titkanich explained the similarities.

City Manager Titkanich assured him he would try to attend the Brevard Delegation meeting and mentioned that he was also monitoring a few other bills.

XI. ADJOURNMENT.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Blanco, to adjourn the Regular City Council meeting for November 14, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:02 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	17-496	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/8/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	To Approve the Final Ranking of the Short Listed Firms for RFQ-17-16-COC, Engineering Services for Design, Permitting & Services During Construction of Utility Conveyance Systems Upgrades & Expansion; To Authorize the City Manager and City Attorney to Negotiate and Execute Contracts for Services with the Three Top-ranked Firms. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RFQ - Final MEMO Updated after Selection Q-17-16-COC Notice of Award.doc Selection Committee Score Sheets Sign-in Tabulation.pdf Score Board.jpg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 8, 2017
Agenda Date: December 12, 2017
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Final Ranking of the Short Listed Firms for RFQ-17-16-COC, Engineering Services for Design, Permitting & Services During Construction of Utility Conveyance Systems Upgrades & Expansion; To Authorize the City Manager and City Attorney to Negotiate and Execute Contracts for Services with the Three Top-ranked Firms

BACKGROUND:

On August 25, 2017, Purchasing sent out four hundred seven (407) invitations and notifications to bid and received nine (9) responses from thirty-two (32) plan holders. The RFQ Selection Committee members reviewed the responses and a publicly noticed Selection Committee meeting was held on November 1, 2017, at 2:00 p.m. A consensus was reached to recommend to City Council the following ranking:

1st: Bussen-Mayer Engineering Group, Inc., Merritt Island
2nd: Mead & Hunt, Inc., Port Orange (fka Quentin L. Hampton Associates, Inc.)
3rd: Hazen & Sawyer, Orlando

The Utilities Department currently has a preventative and predictive maintenance program and has previously used three consultants. At present, staff has several Capital Improvement Projects (CIP) related to pipe conveyance systems and we anticipate the need for three consultants to support current and future designs and services. Therefore, staff is requesting Council approval of the final ranking and authorization for the City Manager and City Attorney to negotiate three separate contracts with the three selected firms listed above.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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

Selection Committee - SIGN IN SHEET

BID NAME: Conveyance Engineers

BID NUMBER: Q-17-16-COC **DATE/TIME: 11/1/2017 2:00 PM**

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	FAX NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	SONJA SUAREZ	321-433-8833	321-433-8860	ssuarez@cocoafl.org
Mckim & Creed	Curtis Burkett	386-274-2825	—	cburkett@mckimcreed.com
Wade Trim	Brian Woodworth	321-728-3384		bwoodworth@wadetrim.com
[illegible] PEAT	Thomas Haas	407 591 5048	—	tom.haas@woodpeat.com
City of Cocoa	Ben Haynes	321-433-8725		bhaynes@cocoafl.org
City of Cocoa	Jack Walsh	321-433-8701		jwalsh@cocoafl.org
City of Cocoa	Chris Collier	321-433-8811		ccollier@cocoafl.org

	company/subs quals/cap	Project Team Qual/Exp	Past & Present Exp and Performance on Projects similar	Approach	Location	Total
Reiss	1.4	2.325	2	0.7	0.9	7.325
Bussen Mayer	2	2.7	2.5	1	1.5	9.7
QLH	1.4	2.25	1.75	0.7	0.75	6.85
Kimley Horn	1.4	2.175	1.75	0.7	1.05	7.075
ISS	1.4	1.725	1.75	0.7	1.05	6.625
Wade Trim	1.3	2.175	1.75	0.7	1.05	6.975
Hazen	1.3	2.25	2	0.7	0.9	7.15
Woolpert	1.2	2.25	1.75	0.7	0.9	6.8
McKim	1.5	2.25	1.75	0.7	0.75	6.95

Committee Member: Benjamin Hayner B.H. 11/1/17

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale .....1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: Reiss Date 10/31/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	8 **20%** (1.6)
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	9 **30%** (2.7)
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	9 **25%** (2.25)
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	8 **10%** (0.8)
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	7 **15%** (1.05)

8.4

Reviewer: [signature]

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale .....1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: Bussen Mayer Date 10/31/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 10 (2)
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 9.5 (2.85)
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 10 (2.5)
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 10 (1)
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 10 (1.5)

9.85

Reviewer: Jennelle

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale .....1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: Kimley Horn Date 10/31/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 4 0.8
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 9 2.7
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	9 **25%** 2.25
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 9 0.9
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	8 **15%** 1.2
	7.85

Reviewer: [signature]

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale .....1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: ISS Date 10/31/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 6 1.2
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 7 (2.1)
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 6 (1.5)
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 7 (0.7)
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 8 (1.2) (6.7)

Reviewer: [signature]

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale .....1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: Wade Trim Date 10/31/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	4 **20%** 0.8
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	8 **30%** 2.4
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	7 **25%** 1.75
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	7 **10%** 0.7
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	9 **15%** 1.35
	7.0

Reviewer: [signature]

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale ..... 1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate	5 – 7	Not covered in proposal	0

Consultant: Hazen Date 10/31/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	9 **20%** (1.8)
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	9 **30%** (2.7)
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	8 **25%** (2)
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	9 **10%** (.9)
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	6 **15%** (0.9)

8.3

Reviewer: [signature]

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale ..... 1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate	5 – 7	Not covered in proposal	0

Consultant: Wolpert Date 10/3/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 4 (0.8)
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 7 (2.1)
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 6 (1.5)
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 7 (0.7)
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 6 (0.9)
	(6.0)

Reviewer: [signature]

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale ..... 1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate	5 – 7	Not covered in proposal	0

Consultant: McKim & Creed Date 10/31/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 6 (1.2)
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 8 (2.4)
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 7 (1.75)
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 7 (0.7)
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 6 (0.9)
	(6.95)

Reviewer: [signature]

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale ..... 1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate	5 – 7	Not covered in proposal	0

Consultant: CQLH / Mead & Hunt Date 10/31/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 10 (2)
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 9 (2.7)
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 9 (2.25)
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 10 (1)
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 7 (1.05)

9.0

Reviewer: J. Miller

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale ..... 1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate	5 – 7	Not covered in proposal	0

Consultant: BUSSEN - MAYER Date 11/1/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 2.0
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 3.0
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 2.5
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 0.70
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 1.5

Reviewer: _____

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale .....1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: HAGEN Date 11/1/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 2.0
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 2.7
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 2.25
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 0.80
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 1.5

Reviewer: [signature]

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale ..... 1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: INFRASTRUCTURE SOLUTION SERVICES Date 11/1/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 2.0
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 2.70
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 2.50
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 0.90
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 1.50

Reviewer: _____

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale ..... 1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: KIMLEY-HORN Date 11/1/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 2.0
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 2.4
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 2.0
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 0.8
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 1.5

Reviewer: [signature]

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale ..... 1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: McKim + Creed Date 11/1/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 2.0
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 3.0
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 2.0
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 0.8
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 1.5

Reviewer: _____

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale ..... 1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: QLH Date 11/1/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 2.00
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 2.4
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 2.5
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 0.80
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 1.5

Reviewer: [signature]

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale .....1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: RESS Date 11/1/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 2.00
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 2.4
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 2.0
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 0.90
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 1.5

Reviewer: RC

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale .....1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: WADE TRIM Date 11/1/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 2.0
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 2.7
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 2.5
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 0.80
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 1.5

Reviewer: _____

EVALUATION CRITERIA AND WEIGHTING: Conveyance RFQ Q-17-16-COC

Evaluation Rating Scale ..... 1 – 10:			
More than adequate	8 – 10	Less than adequate	1 – 4
Adequate.....	5 – 7	Not covered in proposal	0

Consultant: WOOL PEAK Date 11/1/17

Criteria	Weighting
Company/firms and sub-consultants qualifications and capabilities a. Ability and capabilities of firm and sub-consultants to perform Tasks as described in the RFQ b. Current and projected workload of project team including project manager and project engineer.	**20%** 2.0
Project Team Qualifications and Experience a. Qualifications and experience of proposed Project Manager on projects similar to requirements of the RFQ b. Qualifications and experience of proposed Project Engineer on projects similar to requirements of the RFQ c. Qualifications and experience of proposed key personnel on projects similar to requirements of the RFQ including work histories and resumes d. Organizational Chart	**30%** 2.4
Past and Present Experience and Performance on Projects of this Type a. Project experience of company and proposed project team. b. Three (3) business references including contact person and telephone number (Section 9).	**25%** 2.0
Project Approach Preliminary insight into how the Respondent would sequence work and to provide specific innovative ideas that would be refined for each of assigned projects.	**10%** 0.80
Location of Project Manager and Project Engineer Both Project Manager and Project Engineer shall reside within 75 miles of the City of Cocoa City Hall. If either is located outside of the 75 mile radius, then zero points will be awarded.	**15%** 1.5

Reviewer: _____

https://cocoa.legistar.com/View.ashx?M=F&ID=5688004&GUID=E32CF48A-A360-4949-BF6A-AB687152DDA8

	CHRIS	BEN	JACK	TOTAL	
REISS	8.8	7.325	8.4	24.525	4
BMEG	9.7	9.7	9.85	29.25	1
KIMLEY	8.7	7.075	7.85	23.625	5
ISS	9.6	6.625	6.7	22.925	8
WADE TRIM	9.5	6.975	7.0	23.475	6
HAZEN	9.25	7.15	8.3	24.7	3
WOOLPERT	8.7	6.8	6.0	21.5	9
MCKIM	9.3	6.8	6.95	23.05	7
QLH/MEHD	9.2	6.85	9.0	25.05	2

https://cocoa.legistar.com/View.ashx?M=F&ID=5688004&GUID=E32CF48A-A360-4949-BF6A-AB687152DDA8 (1 of 2) [12/7/2017 8:26:47 AM]



Legislation Details (With Text)

File #:	17-497	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/9/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Approve Task Order No. 49 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility, SCADA Programming Services for the VTScada System, LCP's, and RTU's on an as-needed basis and approve a Resolution adjusting the FY2018 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-(2018-49) CDM 10.20.17 - $78000.- SELLERS Scope of Services T-O #49 Task Order 49 Cost Breakdown Budget Resolution FY 2018.docx BAF-UT-Software License (12-12-17) Agenda 17-497.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 9, 2017
Agenda Date: December 12, 2017
Prepared By: Don Stevens, Sellers WRF Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order No. 49 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility, SCADA Programming Services for the VTScada System, LCP's, and RTU's on an as-needed basis and approve a Resolution adjusting the FY2018 Budget.

BACKGROUND:

CDM Smith, Inc. will provide the Sellers Water Reclamation Facility SCADA programming services for the VTScada system, LCP's and RTU's on an as-needed basis. They will also renew software licenses and support contracts as the direction of the Sellers staff. These renewals are anticipated to include XL Report Support, Micromain and Trihedral VTScada.

CDM Smith will provide any other needed telemetry services, requested by staff, on an hourly basis. No purchases will be made without authorization from Jerry Sellers Water Reclamation Department.

Staff recommends approval of Task Order 49 with CDM Smith, Inc. for SCADA programming services of which $68,000 is repairs and maintenance and $10,000 is software licenses.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted		Yes
If not budgeted, is amendment/transfer attached?		N/A
Amount Requested		$68,000
Account Number		421-4120-536.46-00
Account Name	Source of funds	Repairs & Maintenance
Amount Requested	To operating	$10,000
Account Number		421-4120-536.52-00
Account Name		Operating

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Task Order No. 49 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility, SCADA programming services for the VTScada system, LCP's, and RTU's on an as needed basis and approve a Resolution adjusting the FY2018 Budget..

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5679971&GUID=127CC603-2130-4278-81FD-FE79FF59CD8E* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER NO. 49
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER

This is Task Order No. 49 attached to and made part of the Agreement May 27, 2008, between CDM Smith, Inc. (ENGINEER) and City of Cocoa (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as:

Fiscal Year 2018 WRF SCADA Maintenance (the "Project").

1. Project Background

The OWNER operates the Jerry Sellers Water Reclamation Facility (WRF) and numerous remote sites which utilize a plant SCADA system consisting of VTScada system, Allen-Bradley Local Control Panels (LCPs), and Motorola MOSCAD L and ACE 3600 Remote Terminal Units (RTUs). These SCADA system components require regular maintenance and upgrades. This scope of services is for programming and as needed services necessary to maintain the equipment.

2. Scope of Services

ENGINEER shall provide for OWNER the following specific services:

Task 1 - SCADA Programming

The ENGINEER will provide SCADA system programming services for the OWNER's VTScada system, LCPs and RTUs on an as needed basis. ENGINEER will provide these services as requested by the OWNER on an hourly basis. No work will proceed without authorization from the OWNER.

Task 2 – Software License Renewals

ENGINEER will renew software licenses and support contracts as requested by the OWNER. These renewals are anticipated to include XL Reporter Support, Micromain Support and Trihedral VTScada. No purchases will be made without authorization from the OWNER.

Task 3 – As Needed Services

The ENGINEER will provide any other as needed services requested by the OWNER on an hourly basis. No work will proceed without authorization from the OWNER.

3. Time Schedule

Services under this task order will be provided at the request of the OWNER through September 30, 2018. During normal business hours (Monday through Friday, 8 AM to 5 PM) ENGINEER will respond to OWNER's request within two hours of request by OWNER. During non-business hours ENGINEER will respond to OWNER's request within four hours.

4. Compensation and Invoicing

Compensation for services of ENGINEER described above will be billed based on actual time in accordance with the Billing Rates provided in Attachment B of the Master Services Agreement. Reimbursable expenses will be billed at actual costs in accordance with the Agreement referenced above. The upper limit of this Task Order is $78,000.

OWNER	ENGINEER
_____	_____
By:	By: Eric J. Grotke, P.E., BCEE
Title:	Title: Vice President

TABLE 1
FEE ESTIMATE

Task and Description	Officer	Principal	Senior Professional	Professional I	Total Hours	Total Dollars
	$200	$170	$150	$100		
SCADA Programming and As Needed Services	2	12	400	20	434	$64,440.00
Travel and ODCs						$3,560.00
Software License Renewals						$10,000.00
Total Hours	**2**	**12**	**400**	**20**	**434**	**$78,000.00**

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 12/01/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 10,000)	421-4120-536.46-00		REPAIRS & MAINTENANCE	$ 313,111	$ 313,111	$ 303,111	$ 248,387
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 10,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 10,000	421-4120-536.52-00		OPERATING SUPPLIES	$ 104,405	$ 104,405	$ 114,405	$ 91,074
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 10,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is moving $10,000 from the Repair and Maintenance account to the Operating Supplies account for software license renewals. Agenda 17-497

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/12/17 *RESOLUTION #:* 2017-129

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

12/1/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.12.01 10:29:53 -05'00'	12/1/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.12.01 13:05:52 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
12/1/17 John "Jack" Walsh	12/1/17 Lora Howell Digitally signed by Lora Howell Date: 2017.12.01 13:09:21 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	17-503	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/15/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	To Award Bid B-18-06-COC, Contract Laboratory Services, to Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for Laboratory Services; To Authorize the City Manager to Execute the Contract. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-18-06-COC Final MEMO Bid B-18-06-COC - Bid Tabulation Sheet Email from Sonja re Bid B-18-06-COC				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2017
Agenda Date: December 12, 2017
Prepared By: Joel Sivils, Water Quality Assurance Supervisor
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid B-18-06-COC, Contract Laboratory Services, to Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for Laboratory Services; To Authorize the City Manager to Execute the Contract

BACKGROUND:

The FY2018 budget includes funds for professional services including contract laboratory services for routine water and wastewater testing to comply with the Florida Department of Environmental Protection (FDEP) regulations. On November 16, 2017, bids were opened for subject services. Purchasing sent out one hundred ninety two (192) invitations and notifications to bid and received four (4) responses from eleven (11) plan holders. Quality Control data and references for all vendor submissions were thoroughly reviewed. Pace Analytical was non-responsive for using the wrong bid form and therefore did not bid on one of the chemicals. After calculating the annual cost for all four vendors, the lowest most responsive bidder was Flowers Chemical Laboratories, Altamonte Springs, Florida.

Staff is requesting City Council approval to award this contract to Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for laboratory services, effective January 1, 2018 through September 30, 2018.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$35,818
Account Number	421-4010-536.31-00
Account Name	Professional Services
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Joel Sivils, Water Quality Supervisor/Project Manager

From: Sonja Suarez, Purchasing Manager

Date: 11/27/17

Re: **Bid #B-18-06-COC, Contract Laboratory Services**

Bids for the subject offering were opened on November 16, 2017 at 3:00 p.m. Purchasing sent out one hundred ninety-two (192) invitations and notifications to bid and received four (4) responses from eleven (11) plan holders.

THE APPARENT LOWEST AND MOST RESPONSIVE BIDDER IS Flowers Chemical Labs of Alamonte Springs, FL

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA
BID TABULATION SHEET
BID OPENING DATE: THURSDAY, November 16, 2017
BID NO. B-18-06-COC CONTRACT LABORATORY SERVICES

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	Scrutinized Company Certificate	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form												00311 Exceptions	00312 References	00320 Bidder's Qualifications	Non Collusion Affidavit	Conflict of Interest	Certificate of Liability	00485 Drug Free	Receipt of Addendums
Advanced Environmental Laboratories 6681 Southpoint Pkwy Jacksonville, FL 32216	Y	NA	Y	Y	Y	1	$885.00	13	$10.00	25	$10.00	37	$75.00					Y	Y	Y	Y	Y	Y	Y	Y
						2	$110.00	14	$10.00	26	$20.00	38	$110.00												
						3	$1,100.00	15	$15.00	27	$50.00	39	$10.00												
						4	$700.00	16	$30.00	28	$10.00	40	$50.00												
						5	$50.00	17	$15.00	29	$45.00	41	$10.00												
						6	$30.00	18	$10.00	30	$30.00	42	$7.50												
						7	$60.00	19	$10.00	31	$65.00	43	$30.00												
						8	$20.00	20	$10.00	32	$65.00	44	$20.00												
						9	$60.00	21	$10.00	33	$15.00	45	$10.00												
						10	$375.00	22	$10.00	34	$10.00	46	$20.00												
						11	$145.00	23	$50.00	35	$30.00	47	$ 2,600.00												
						12	$15.00	24	$10.00	36	$15.00														
Flowers Chemical Labs P.O. BOX 150597 ALTAMONTE SPRINGS, FL 32715	Y	NA	Y	Y	Y	1	$150.00	13	$10.00	25	$8.00	37	$125.00					N	Y	Y	Y	Y	Y	Y	Y
						2	$145.00	14	$10.00	26	$18.00	38	$115.00												
						3	$1,485.00	15	$15.00	27	$85.00	39	$12.00												
						4	$925.00	16	$25.00	28	$8.00	40	$225.00												
						5	$75.00	17	$15.00	29	$30.00	41	$15.00												
						6	$40.00	18	$13.00	30	$35.00	42	$5.00												
						7	$95.00	19	$13.00	31	$65.00	43	$20.00												
						8	$15.00	20	$15.00	32	$75.00	44	$15.00												
						9	$54.00	21	$13.00	33	$75.00	45	$13.00												
						10	$575.00	22	$8.00	34	$5.00	46	$18.00												
						11	$165.00	23	$98.00	35	$40.00	47	$ 2,750.00												
						12	$15.00	24	$8.00	36	$35.00														

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: THURSDAY, November 16, 2017

BID NO. B-18-06-COC CONTRACT LABORATORY SERVICES

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference Scrutinized Company Certificate	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form								00311 Exceptions	00312 References	00320 Bidder's Qualifications	Non Collusion Affidavit	Conflict of Interest	Certificate of Liability	00485 Drug Free	Receipt of Addendums
Test America 5102 Laroche Ave. Savannah, GA 31404	Y	NA	Y	Y	Y	1	$1,410.00	13	$5.00	25	$35.00	37	$100.00	Y	Y	Y	Y	Y	Y	Y	Y
						2	$132.00	14	$5.00	26	$10.00	38	$140.00								
						3	$1,158.00	15	$6.00	27	$60.00	39	$8.00								
						4	$760.00	16	$2.00	28	$5.00	40	$100.00								
						5	$65.00	17	$8.00	29	$35.00	41	$8.00								
						6	$44.00	18	$6.00	30	$35.00	42	$5.00								
						7	$62.00	19	$6.00	31	$72.00	43	$15.00								
						8	$18.00	20	$6.00	32	$85.00	44	$10.00								
						9	$30.00	21	$6.00	33	$85.00	45	$8.00								
						10	$432.00	22	$5.00	34	$9.00	46	$12.00								
						11	$103.00	23	$110.00	35	$44.00	47	$ 800.00								
						12	$10.00	24	$20.00	36	$15.00										
Pace Analytical 8 East Tower Circle Ormond Beach, FL 32174	Y	NA	Y	Y	Y	1	$960.00	13	$7.00	25	$12.00	37	$79.00	Y	Y	Y	Y	Y	Y	Y	Y
						2	$113.00	14	$7.00	26	$14.00	38	$112.00								
						3	$974.00	15	$14.00	27	$70.00	39	$8.00								
						4	$668.00	16	$22.00	28	$6.00	40	$250.00								
						5	$61.00	17	$12.00	29	$60.00	41	$13.00								
						6	$31.00	18	$7.00	30	$32.00	42	$5.00								
						7	$75.00	19	$7.00	31	$60.00	43	$20.00								
						8	$14.00	20	$20.00	32	$60.00	44	$10.00								
						9	$36.00	21	$7.00	33	$28.00	45	$10.00								
						10	$435.00	22	no bid	34	$4.00	46	$15.00								
						11	$119.00	23	$83.00	35	$28.00	47	$2,700.00								
						12	$12.00	24	$28.00	36	$17.00										

Norma Hernandez

From: Sonja Hamilton
Sent: Monday, November 27, 2017 12:14 PM
To: Norma Hernandez
Cc: Joel Sivils
Subject: RE: Bid B-18-06-COC, Contract Laboratory Services
Attachments: B-18-06-COC Final MEMO.docx; B-18-06-COC TAB SHEET FOR CONTRACT LABORATORY SERVICES REVISED.xls

Norma,

Sure! I just sent them to Joel as well. Pace was non-responsive for using the wrong bid form and therefore did not bid on one of the analytes (arsenic). The next lowest, AEL, has past performance issues. Therefore, the lowest most responsive bidder is Flowers. Please let me know if you have any questions.

--Sonja

Sonja Hamilton
Purchasing Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I shamilton@cocoafl.org
Fax: (321) 433-8860

From: Norma Hernandez
Sent: Monday, November 27, 2017 11:57 AM
To: Sonja Hamilton
Cc: Tammy Eastburn; Joel Sivils
Subject: Bid B-18-06-COC, Contract Laboratory Services
Importance: High

Good morning, Sonja

Could you please send me the cover memo and bid tabulations sheet for this bid? I want to finish the agenda item today as I have others to edit. Your assistance is appreciated.

Thanks

Norma E. Hernandez
Administrative Assistant
351 Shearer Blvd., Cocoa, FL 32922
(321) 433-8701
nhernandez@cocoafl.org
Fax (321) 433-8706

COCOA FLORIDA

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Legislation Details (With Text)

File #:	17-510	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	11/20/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Two Lime Slurry Pumps and Two Discflo Pump Bases, Guards, and Sheaves from Gerber Pumps International, Inc., Longwood, Florida for the Treatment of Groundwater at the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sole Source Resolution-Gerber Proprietary Sole Source Vendors List 2.9.17 Gerber - Quote Addition of Two Lime Slurry Pumps CH2M TM 6.28.2017				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 21, 2017
Agenda Date: December 12, 2017
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Two Lime Slurry Pumps and Two Discflo Pump Bases, Guards, and Sheaves from Gerber Pumps International, Inc., Longwood, Florida for the Treatment of Groundwater at the Dyal Water Treatment Plant

BACKGROUND:

On February 13, 2017, CH2M conducted a site visit to determine the requirements to install two additional lime slurry pumps in the Dyal Water Treatment Plant Chemical Building. The plant currently has two lime slurry pumps that can feed lime slurry to the three Reactor/Clarifiers (R/C). Flexible slurry feed hoses, each dedicated to one of the R/Cs, must be connected to the feed pumps depending on which R/Cs are in operation. The installation of two additional slurry pumps will allow the plant to pump to all three locations simultaneously with a fourth pump as standby. There are two existing lime feed pumps to serve three softening basins. One pump is needed for each basin plus a unit for standby. A total of four pumps is needed.

Gerber Pumps is a Proprietary Sole Source Vendor for DISCFLO pumps.

Staff is requesting City Council approval to purchase this equipment for the Dyal WTP.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$100,500
Account Number	421-4020-536.63-00, WS18CB
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On November 28, 2016, a pump was purchased with P.O. 69423 and on March 13, 2017, another pump was purchased with P.O. 70106.

RECOMMENDED MOTION:

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

Proprietary Sole Source Vendors (Current As Of 2/9/17)

Vendors are exempt from competitive bid or quote

Approved Vendors	Vendor Number	Product/ Service
Advanced Detection Security (ADS)	7942	Monitoring & repair of security systems in City buildings
Aerzen USA Corporation	6522	Parts, Supplies & Service for Single Stage Blowers
Alfa Lava, Inc.	9896	Parts for Belt Filter presses
Aries Industries, Inc	1276	Wastewater TV Truck Camera Equipment, Parts & Warranty Service
AWC Inc.	9206	ABB Instrumentation & (Dyal) SCADA system hardware, technical support, and software license renewal for Siemens SIEPRO
Barney's Pumps	544	Warranty & Non-Warranty Parts & Repairs for Aurora and Layne/Verti-Line Pumps
Boss—Business Oriented Software Solutions, Inc.	9803	IT Helpdesk & Asset Management
Burnett Lime Company Inc.	8684	CAL-FLO chemical
Canon Solution America, Inc.	9643	Service & support for full-size plotter
Carter & Ver Planck Inc.	882	Parts & Service of Flowserve Pumps
CCG Systems Inc.	7814	Service provider for "faster" Fleet Management System
Citrix Systems Inc.	8655	XenDesktop Platinum Edition Licensing Renewals & XenApp Platinum Edition Licensing Renewals
Coast Pump Water Technologies	6642	Parts for plant and transfer pumps
Container Systems & Equip. Co.	9459	Parts & Service for Tymco street sweeper
Culligan Water Products	1668	Services & supplies for Culligan Deionized Water Systems
Cummins Power South, LLC	2014	Standby Generator Repair & Parts for Cummins Generator
Detection Instruments Corporation	9818	OdaLog/OdaTrak line of hydrogen sulfide gas data detectors/loggers and software
Diversified Engineering Intl. (DEI)	8095	Risk management training, maintenance & documentation (Dyal)
DLT Solutions, LLC	6248	AutoCAD software & licensing
E.H. Wachs Company	5977	Repair & Equipment Guillotine Saw & Automated Valve truck/trailor
Eaton Corporation (EESS)	10135	Parts & Service for Cutler Hammer auto. transfer switch
Environmental Resource Associates (ERA)	3444	Proficiency test & demonstration of capability annual certification
ESRI-- Environmental System Research	4135	Small Government Term Enterprises License Agreement and Small Enterprise License Agreement Training Package for GIS Software
Express Badging	9901	Employee HID Cards
Facility Dude.Com	9039	(PW) work order system yearly license
FL Dept. of Environmental Protection	787 1508 6777 3012	Annual permits
FL Dept. of Health, Bureau of Public Health	4560	Environmental Testing Lab Certification Renewal
FL East Coast Railway, LLC FL East Coast Railway Orlando	1987 7268	Annual Maintenance
Florida City Gas	348 9152	(Utilities) Gas
Gerber Pumps Intl.	1449	DISCFLO pumps
HACH Chemical Company	93	Supplies for Field and Lab analyzers & WIMS software (Dyal)
Idexx Laboratories Inc.	2780	Idexx supplies for water testing
Industrial Chemicals Inc. (Kemira)	8632	Superfloc Polymer
Innovyze	9297	Modeling software for water/sewer
Insource Software Solutions Inc.	9591	Wonderware Human Machine Interface Software (Dyal) & ThinClient software licensing agreements
Iwater Inc.	9504	INFRAMAP Now Software training & updates/upgrades
Kronos Inc.	7769	ETK Configuring & Managing Pay Rules, training, updates/upgrades
Nextran of Orlando	5559	Parts & service for Mack trucks
Orange County Utilities Laboratory	8827	Crypto/Guardia testing, LT2 & biannual wastewater testing
Pro-Co Inc.	8446	Rexa Valve Actuators
Pulsafeeder Inc.	9635	Chemical Feed Pump
S & L Materials Inc.	9189	Shell Rock Road Base Material
SCI Distribution LLC	2437	Parts & service for automated fueling system

Solid Waste Management	5123	Landfill
Sonitrol of Florida East Coast	8214	Electronic security doors, gates, monitoring, maintenance & equipment
South Florida Emergency Vehicles	9912	Parts & Service for Sutphen Fire Apparatus
St. John's River Water Management District	3988 6156 7695	Environmental Resources Permits
Stantec Consulting Service Inc.	10139	Rate models & financial data
Sunshine State One-Call of Florida	4971	Locating services
TEAM Industrial Services, Inc.	9615	InsertValve installation equipment, valves, & related training & installation services
Ten-8 Fire Equipment Inc.	503	Parts & service for Pierce Fire Apparatuses
Tracer Electronics LLC	10023	Sensors & Software GPR locating units and related parts
Trane Maitland Trane Orlando Company	9530 6762	Trane HVAC Equipment & Tracer Summit Building Automation System
Vapex Environmental Technologies	9782	Vapex O-Mega odor control system warranty, quarterly equipment maintenance service and PLC unit remote monitoring
Water Treatment & Controls Co.	1345	Repair & Parts for Paste Lime Slaker by Integrity and Municipal Syst. & Deplox Chlorine monitor
XC-2 Software LLC.	7032	Service & Maintenance for XC-2 Software
Xylem Water Solutions USA, Inc.	1240 9534	Wedeco ozone generator systems hardware, software, programming, repair & maintenance

Approved by:

Purchasing Manager — Date: 2/8/17

Finance Director — Date: 2.8.17

City Manager — Date: 2/9/17

GERBERPUMPS international inc.

DISCFLO Pump

Quotation

DISCFLO

20-Nov-17

CONDITIONS OF SERVICE				
Application		**Lime Slurry Pump Complete**	**Base,Guard, and Sheaves only**	
QTY		**2**	**2**	
S.G.		1.1		
Viscosity (cps)		1		
Temp		AMB		
Design GPM		**150**		
Design PSI		**85'**		
BHP(design)		7.5		
Discpac Dia		10"		
RPM (Pump)		2150		
RPM (Motor)		1780		
BHP (Sppl'd)		**10**	**NOT INCLUDED**	
Mtr Enclosures		TEFC - IEEE 841		
VOLTS/PH-ENCL		460/3 - TEFC		
PUMP DATA				
Model #		**GPi2015-8-2HHD**	**NOT INCLUDED**	
Size		2 x 1.5 - 8"		
Casing		Maxalloy 350		
Discpac		Maxalloy 350		
Shaft Sleeve		316SS		
Seal		SC/SC Cart.	**NOT INCLUDED**	
Configuration		Over-Under Belt Drive	Over-Under Belt Drive	
Base		316SS	316SS	
Belt Guard		316SS w/ Plex cover	316SS w/ Plex cover	
PRICING*				
Pump (ea.)		**$ 35,125.00**	**$ 12,875.00**	
Motor		INCLUDED	NA	
SUB TOTAL		**$ 70,250.00**	**$ 25,750.00**	
Freight Totals ($1500 ea. & $750 ea. x2 ea.)		**$ 3,000.00**	**$ 1,500.00**	
SUB TOTAL W/ FREIGHT		**$ 73,250.00**	**$ 27,250.00**	
GRAND TOTAL OF ALL EQUIPMENT W/ FREIGHT		**$ 100,500.00**		

FOB factory, Frt included Terms: Net 30 days from shipment or shipment readiness

Installation of Pump and VFD by others

Authorized Representative: Mr. Chan Prevatt, 386-623-1705

Gerber Pumps International, Inc. Standard Terms & Conditions are made part of this proposal. Quotation Vaild for thirty (30) days unless otherwise stated. Terms: Net 30 days after shipment or shipment readiness.

2100 N. Ronald Reagan Nlvd., Suite 1056, Longwood, FL 32750 Ph 407.834.9104 / Fax 407.834.9105

sales@gerberpumps.com

Dyal WTP – Lime Softening System - Addition of Two Lime Slurry Pumps

PREPARED FOR:	City of Cocoa Utilities Department
PREPARED BY:	CH2M HILL
DATE:	June 28, 2017

Introduction

A site visit was conducted on February 13, 2017 by CH2M to determine the requirements to install two additional lime slurry pumps in the Dyal WTP (Plant) Chemical Building. The Plant currently has two lime slurry pumps that can feed lime slurry to the three reactor/clarifiers (R/Cs). Flexible slurry feed hoses, each dedicated to one of the R/Cs, must be connected to the feed pumps depending on which R/Cs are in operation. The installation of two additional lime slurry pumps will allow the Plant to pump to all three locations simultaneously with a fourth pump as standby.

Background

This project requires the installation of two additional lime slurry pumps, modifications to the pump suction header, modifications to the seal water piping, extensions added to the pump discharge piping to allow all three discharge pipes to be connected to any pump, electrical connections, and SCADA integration. It is also recommended that the exiting pump bases be replaced and upgraded to match the new pumps. The Plant wants to continue using the flexible hose connection method on the discharge side and does not want the pumps hard piped.

See Attachment 1 for drawings showing the location of the proposed new pumps and suction header.

Pump Design

The two additional lime slurry pumps will be designed with the following requirements;

- The pumps will be DISCOFLO pumps; model GPi2015-8-2HHD with a capacity of 150 gpm at 85’ to match existing pumps.
- The pumps will be furnished with a 316 SS base and 316 SS belt guard with Plex cover. See attached photograph in Attachment 2.
- The pumps will be installed at the location shown on the drawings and will be on a concrete pump pad.
- The pump motors with be 460 VAC, 3 phase TEFC.
- The pump seal water supply will be modified to serve the two new pumps.
- The flexible discharge piping will be modified to allow any discharge feed hose to be attached to any lime slurry pump.
- The two existing pumps will be upgraded to a 316 SS pump base and 316 SS belt guard with Plex cover.

- The pumps will be connected to the Plant SCADA system and programmed with the same control as the existing pumps.
- Power for the pumps will be supplied from the same panel that supplies power to the existing pumps.

Bid Documents will be prepared with the following:

- The City's Division 0 will be used.
- CH2M's Division 1 – 49 technical specifications will be used.
- Construction drawings will be prepared.

Lime Slurry Pump Addition Cost Estimate

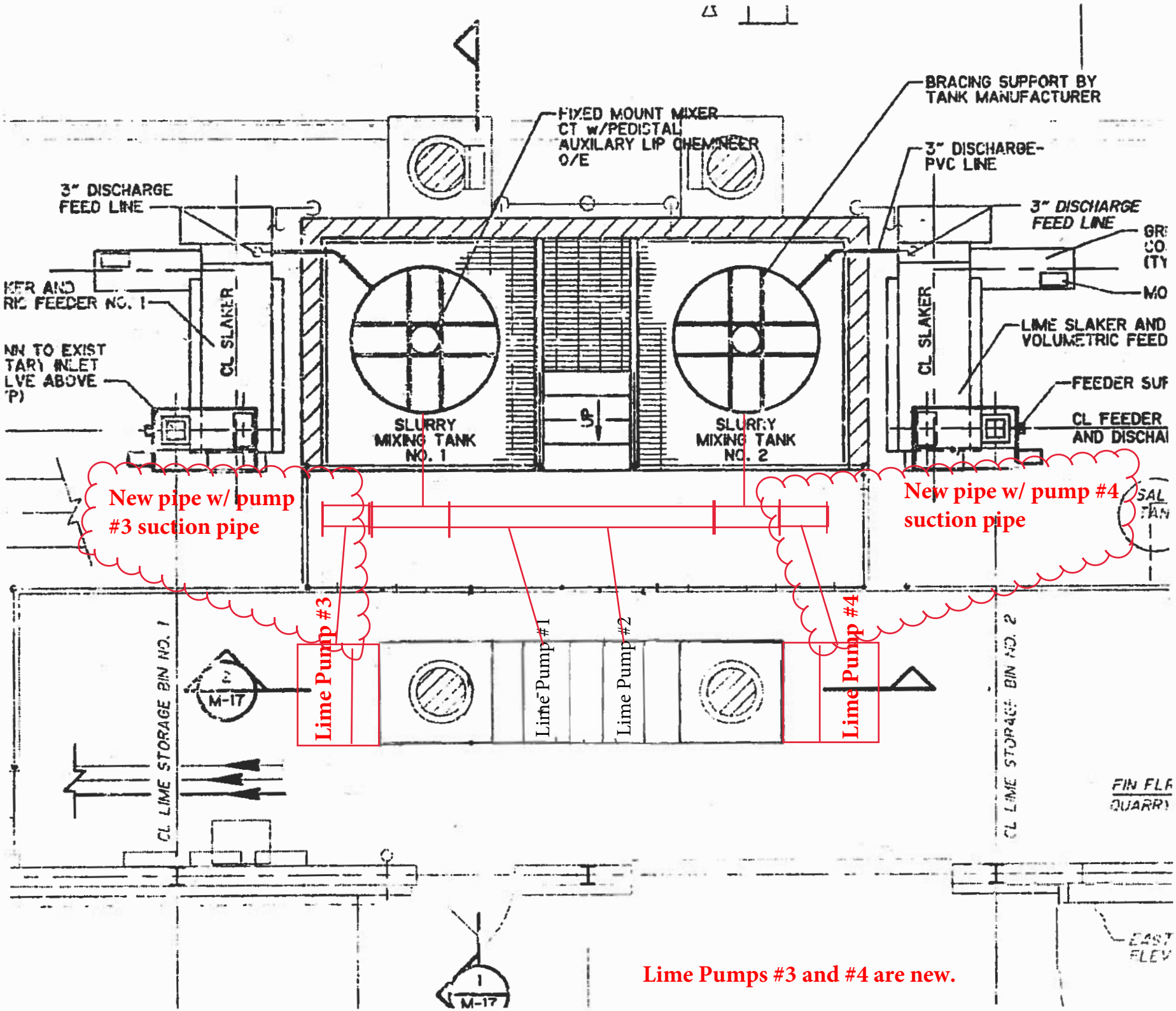
The estimated cost of construction for the proposed Addition of Two Lime Slurry Pumps is $169,560 with a breakdown shown below.

Dyal WTP
Addition of Two Lime Slurry Pumps

No.	Description	Unit	Quantity	Unit Cost	Subtotal Cost
1	Modify Pump Suction Header for 2 additional pumps	LS	1	$ 5,000	$ 5,000
2	Provide 6" concrete pump bases	EA	2	$ 1,500	$ 3,000
3	Revise seal water system	LS	1	$ 3,500	$ 3,500
4	Provide Disc Flow Pumps w/ stainless steel bases	EA	2	$ 37,800	$ 75,600
5	Install pumps	EA	2	$ 4,000	$ 8,000
6	Revise pump discharge piping Lengths	EA	3	$ 3,000	$ 9,000
7	Electrical and I&C	LS	1	$ 10,000	$ 10,000
8	New stainless steel pump bases	EA	2	$ 13,600	$ 27,200
			SUBTOTAL		**$ 141,300**
	Contingency 20%				**$ 28,260**
				TOTAL	**$169,560**

Note: Does not include programming services.

ATTACHMENT 1: DRAWINGS


BRACING SUPPORT BY TANK MANUFACTURER
FIXED MOUNT MIXER CT w/PEDISTAL AUXILARY LIP CHEMINEER O/E
3" DISCHARGE FEED LINE
3" DISCHARGE- PVC LINE
3" DISCHARGE FEED LINE
LIME SLAKER AND VOLUMETRIC FEED
FEEDER SUP
CL FEEDER AND DISCHAR
CL SLAKER
CL SLAKER
SLURRY MIXING TANK NO. 1
SLURRY MIXING TANK NO. 2
New pipe w/ pump #3 suction pipe
New pipe w/ pump #4 suction pipe
Lime Pump #3
Lime Pump #1
Lime Pump #2
Lime Pump #4
CL LIME STORAGE BIN NO. 1
CL LIME STORAGE BIN NO. 2
M-17
M-17
Lime Pumps #3 and #4 are new.

Area of construction for two new lime slurry pumps

CHEMICAL FEED BUILDING - PARTIAL FIRST FLOOR PLAN

PLAN
1/4" = 1'-0"

LIME SLURRY PIT - SECTIONAL VIEW

PLAN
1/4" = 1'-0"

CONCRETE SUPPORT DETAIL

TEMPORARY LIME SLURRY MIXING DURING MODIFICATION OF LIME SLURRY FEED SYSTEM

PLAN
1/4" = 1'-0"

CONFORMED DOCUMENT

REV. NO.	DATE	DRWN	CHKD	
A	6/6/94	DHG	WMS	CONFORMED DOCUMENT FOR ADDENDUM NO. 1

DESIGNED BY: C. VUES
DRAWN BY: K. POTTS/AER
SHEET CHKD BY: D.T. JAH
CROSS CHKD BY: J. K.
APPROVED BY:
DATE: SEPT 1993

CAMP DRESSER & McKEE INC.

CITY OF COCOA, FLORIDA

CLAUDE H. DYAL WATER TREATMENT PLANT
UPGRADE AND EXPANSION

CHEMICAL FEED SYSTEM MODIFICATIONS
LIME SLURRY, SODA-ASH AND POTATO STARCH
PLAN AND SECTIONS

PROJECT NO. 6108-WTPUP

SHEET NO. M-16

ATTACHMENT 2: PHOTOGRAPHS



Photo 1: Existing Lime Slurry Pumps



Photo 2: Existing Pump Suction Header



Photo 4: Proposed 316 SS Belt Guard w/ Plex cover



Photo 5: Proposed 316 SS Pump Bases



Photo 6: Proposed Pump installation.

Legislation Details (With Text)

File #:	17-522	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	11/28/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Approve the Second Amendment to the Inter-local with Brevard County for participation in the National Pollution Discharge Elimination System Public Education and Outreach Services and authorize the City Manager to sign the attached Amendment. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2nd amendment interlocal education				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 28, 2017
Agenda Date: December 12, 2017
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Approve the Second Amendment to the Inter-local with Brevard County for participation in the National Pollution Discharge Elimination System Public Education and Outreach Services and authorize the City Manager to sign the attached Amendment

BACKGROUND:

The City of Cocoa holds a National Pollution Discharge Elimination System (NPDES) Permit number # FLR04E032. Part of the requirements of this permit is to provide a Public Education and Outreach element. Due to limited in-house resources, these services have historically been contracted to an outside firm in cooperation with Brevard County. Cocoa joined this cooperative effort with the inter-local agreement signed in November 2012 and the first amendment signed in February 2013. This program provides a more watershed specific and consistent public education and outreach service to the communities in the counties and municipalities surrounding the Indian River Lagoon. These efforts help meet the required measures of the NPDES permit.

STRATEGIC PLAN CONNECTION:

The health of the Indian River Lagoon is vital to not only the marine life but as a recreational amenity to not only the City of Cocoa but to the surrounding counties and municipalities.

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BUDGETARY IMPACT:

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

Amount Requested	$6,187.30
Account Number	423-3570-538-31-00
Account Name	Professional Service_

PREVIOUS ACTION:

Council approved the inter-local agreement in November 2012 and the first Amendment in February 2013

RECOMMENDED MOTION:

Approve the Second Amendment to the Inter-local with Brevard County for participation in the National Pollution Discharge Elimination System Public Education and Outreach Services and authorize the City Manager to sign the attached Amendment

SECOND AMENDMENT TO EXISTING INTERLOCAL AGREEMENT FOR STORMWATER EDUCATION AND OUTREACH

THIS AMENDMENT is made and entered into this _____ day of _____ 2017, by and between, the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as "County") and the CITY OF CAPE CANAVERAL ("Cape Canaveral"), the CITY OF COCOA ("Cocoa"), the CITY OF COCOA BEACH ("Cocoa Beach"), the TOWN OF GRANT-VALKARIA ("Grant-Valkaria"), the CITY OF INDIAN HARBOUR BEACH ("Indian Harbour Beach"), the TOWN OF MALABAR ("Malabar"), the CITY OF MELBOURNE ("Melbourne"), the CITY OF SATELLITE BEACH ("Satellite Beach"), and the CITY OF WEST MELBOURNE ("West Melbourne") (collectively the "Municipalities").

WITNESSETH:

WHEREAS, the parties hereto previously entered into Agreement on November 1st, 2011 for stormwater education and public outreach and amended the Agreement on December 11, 2012; and

WHEREAS, the Town of Indialantic no longer participates in this Agreement; and

WHEREAS, the parties hereto desire to amend the terms of said Agreement: Section 5. Allocation of Costs, Section 6. Timetable of Payment, Section 8. Administration of the Education Contract, Section 9. Contract and Exhibit A.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. Section 5. ALLOCATION OF COSTS. a. Program Costs is deleted and replaced with:

The cost for the Education Program will be paid in full by the County. The Municipalities agree to reimburse the County in accordance with the funding requirement set forth in the Education Program (the "Contribution") and subject to paragraph 7 below. See Amended Exhibit A, Section V. Funding. The annual Contribution for each Municipality was calculated using a charge of $0.35 per person based on 2014 municipal population data published by City-Data.com. The net cost contributed by the County, after reimbursement by the Municipalities is estimated to be $42,050 per contract year. Failure of any Municipality to pay its respective Contribution shall not require the remaining Municipalities to be responsible for paying any portion of the payment that was due from the non-paying Municipality.

2. Section 6. TIMETABLE OF PAYMENT, is deleted and replaced with:

   Annual contributions will be paid on or before October 15 of each year.

3. Section 8. ADMINSTRATION OF THE EDUCATION CONTRACT, is deleted and replaced with:

   The County, through its Natural Resources Management Department and as the Consortium Lead for the Education Program, shall retain through a Request for Qualifications process, either a profit or non- profit corporation as the "Program Administrator" to provide the Education Program. The County shall insure that the participating Municipalities and the Education Program Administrator conduct informational working group conferences at least once a year. The County shall Contract annually with the Program Administrator. The County shall compensate the Program Administrator quarterly. The Program Administrator shall submit monthly progress reports to the Consortium Lead and to the Municipalities. The County shall invoice the Municipalities quarterly.

4. Section 9. CONTRACT, is deleted and replaced with:

   The County shall contract to provide Administration for the Education Program. In order to contract for project administration the County shall follow procurement policy specific to Cooperative Contracts and Contracts with Profit and Non-Profit Organizations as outlined in the Brevard County Purchasing Manual.

5. Exhibit A, Section V. Funding is deleted and replaced with Amended Exhibit A. Section V. Funding, attached an incorporated herein.

6. All terms and conditions of the previous Agreement and Amendment, incorporated herein by this reference, not inconsistent with the provisions of this Second Amendment, shall remain in full force and effect.

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

ATTEST:

BY: _____
Scott Ellis, Clerk

BREVARD COUNTY, FLORIDA

_____
Curt Smith, Chairman
As approved by the Board on_____

Approved as to legal form and content

_____
Christine Valliere, Assistant County Attorney

ATTEST:

_____

CITY OF CAPE CANAVERAL

_____

David L. Greene, City Manager
105 Polk Ave.
Cape Canaveral, Florida 32920
As approved by the Council on _____

ATTEST:

_____

CITY OF COCOA

_____

John Titkanich, City Manager
65 Stone Street
Cocoa, Florida 32922
As approved by the Council on _____

ATTEST:

_____

CITY OF COCOA BEACH

_____

James McNight, City Manager
City Hall, 2 South Orlando Avenue
Cocoa Beach, Florida 32932
As approved by the Council on _____

ATTEST:

_____

TOWN OF GRANT-VALKARIA

_____

Town of Grant-Valkaria
Rick Hood, Town Administrator
1449 Valkaria Rd.
Grant-Valkaria, Florida 32950
As approved by the Council on _____

ATTEST:

_____

CITY OF INDIAN HARBOUR BEACH

_____

Mark Ryan, City Manager
2055 South Patrick Drive
Indian Harbour Beach, FL 32937
As approved by the Council on _____

ATTEST:

_____

TOWN OF MALABAR

_____

Doug Hoyt, Town Administrator
2725 Malabar Road
Malabar, Florida 32950
As approved by the Council on _____

ATTEST:

_____

CITY OF MELBOURNE

_____

Michael A. McNees, City Manager
City Hall
900 East Strawbridge Avenue
Melbourne, Florida 32901
As approved by the Council on _____

ATTEST:

_____

CITY OF SATELLITE BEACH

_____

Courtney H. Barker, City Manager
565 Cassia Boulevard
Satellite Beach, Florida 32937
As approved by the Council on _____

ATTEST:

_____

CITY OF WEST MELBOURNE

_____

Scott Morgan, City Manager
2240 Minton Road - Second Floor
West Melbourne, Florida 32904
As approved by the Council on _____

AMENDED EXHIBIT A
SECTION V. FUNDING

CONSORTIUM PARTNERS	2014 POPULATION	FUNDING REQUIREMENTS $0.35/ Person	DELIVERABLE POINTS
Cape Canaveral	10,022	$3,507.70	25
Cocoa	17,678	$6,187.30	43
Cocoa Beach	11,131	$3,895.85	29
Grant-Valkaria	3,916	$1,370.60	10
Indian Harbour Beach	8,393	$2,937.55	20
Malabar	2,765	$967.75	7
Melbourne	78,088	$27,330.80	188
Satellite Beach	10,290	$3,601.50	29
West Melbourne	19,834	$6,941.90	48
Brevard County		$42,050.00	290
TOTAL		$98,790.95	

AMENDED EXHIBIT A
SECTION V. FUNDING

DELIVERABLE	POINT VALUE
A. Adult Education Program	4 Points / Program
B. School Age Education Program	2 Points / Program
C. General Public Programs	4 Points / Program
D. Special Event Representation	8 Points / Event
E. Storm Drain Marking	2 Point / 50 Drains Marked
F. Alternative Programs, as requested	Points based on time and cost

Legislation Details (With Text)

File #:	17-525	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/29/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	To Approve Second Amendment to Task Order 2017-6 with Logan Diving and Salvage for Emergency Repairs to all Subaqueous Mains; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $39,453 (10%); To Approve a Resolution Amending the FY2018 Budget through the Use of Water/Sewer Contingency. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Task Order 2017-06.2 Logan Diving.pdf City of Cocoa - Order of Magnitude Estimate for Remaining Exposed Pipe 11 27 2017.pdf Contingency Resolution.doc Budget Resolution.docx BAF-UT-EMERGENCY REPAIRS~ (12-12-17) Agenda 17-525.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 29, 2017
Agenda Date: December 12, 2017
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Second Amendment to Task Order 2017-6 with Logan Diving and Salvage for Emergency Repairs to all Subaqueous Mains; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $39,453 (10%); To Approve a Resolution Amending the FY2018 Budget through the Use of Water/Sewer Contingency

BACKGROUND:

On September 26, 2017, City Council approved Logan Diving to perform emergency repairs to all subaqueous pipes. The item was approved as a multi-year project from FY2017 to FY2018. The agenda item noted the use of the emergency spending authority of the City Manager for a purchase order of $100,000 for Logan.

On October 24, 2017, City Council approved Logan Diving to continue work repairing and assessing all of the subaqueous pipes and authorized an additional amount of $600,000.

Logan has completed the assessments of all subaqueous transmission mains and has noted

additional pipe undermined or uncovered. Logan has presented an additional proposal in order to complete the repairs to all the subaqueous mains. Staff requests approval of second amendment to the task order for an additional $394,535 for the emergency repair of the project above which was previously authorized for a total project authorization in FY2018 of $1,094,535.00.

City staff is also requesting that City Council approve an additional 10% ($39,453) as contingency for the project. The additional amount will be used for change orders with approval by the City Manager. Although staff does not anticipate change orders, with a project of this complexity, there is always a possibility of unknown obstacles in the field that would require changes to the project. If a change order is needed, the additional amount will allow the project to continue to move forward.

The additional 10% will not be added to the initial purchase order and each change order will be reviewed by staff before it is forwarded to the City Manager for approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$433,988
Account Number	421-4025-536.46-00, WS1201
Account Name	Repairs & Maintenance
Source of Funds:	421-4010-536.39-00, Contingency

PREVIOUS ACTION:

On September 26, 2017, City Council approved a budget amendment and emergency expenditures of funds for the subaqueous repairs.

On October 24, 2017, City Council approved the first amendment to task order 2017-06 and a continuation of work for emergency subaqueous repairs.

RECOMMENDED MOTION:

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

Task Order Request Form

Subaqueous Pipeline Assessment

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-14-19-COC **Vendor:** Logan Diving & Salvage

Dept./Division Name: Utilities / WFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2017.11.29 10:54:32 -05'00' **Date:** 11/29/17

Project Number: WS1201 **Title:** Field Operations Technician

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

AMENDMENT

Amendment to Original Task Order No. 2017-06 **Requested Amendment Amount:** $ 394,535.00

Original Task Order Amount: $ 100,000.00 **Total Revised Amount including all Amendments:** $ 1,094,535.00

Total number of Amendments including this one: 2

Quote/Proposal #: 2017-06.2 **Dated:** 11/27/17 **Amount:** $ 1,094,535.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.11.29 11:00:20 -05'00'

Director's Signature

Scope of Services / Justification for Amendment

Logan Diving & Salvage mobilized on 9/13/17 in response to the 36" water main break that occurred in the Indian River subsequent to Hurricane Irma. Critical assessments were completed along the Indian River east relief bridge and Banana River east and west relief bridges. Repairs were completed to the 36" water main at the Indian River east relief bridge, and pipeline shoring efforts at all relief bridges are on-going. The additional amount requested covers the remainder of the subaqueous assessments along SR-520/SR-528/SR-401, and any additional shoring work required subsequent to the completion of the subaqueous assessments.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-06.2

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 11/29/17 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.11.29 15:22:01 -05'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

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

John A. Titkanich, Jr., AICP

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

LOGAN DIVING & SALVAGE

2815 SAINT JOHNS BLUFF
JACKSONVILLE, FLORIDA 32246
TEL: (904) 731-0000 FAX: (904) 731-5493
MARINE SPECIALTY CONTRACTOR
FL SCC131151014

November 27, 2017

CITY OF COCOA
36" WATERMAIN
ORDER OF MAGNITUDE FOR
REMAINING WORK TO BE COMPLETED

IRMB

Approximately 245' of exposed pipe to be bagged
Estimate – Need 154 pallets and 17 days to complete

IRER

Approximately 40' of exposed pipe to be bagged
Estimate – Need 30 pallets and 3 days to complete
Currently under construction

BRWB

Approximately 150' of exposed pipe to be bagged
Estimate – Need 78 pallets and 9 days to complete

BRER

Approximately 165' of exposed pipe to be bagged
Estimate - Need 77 pallets and 8 days to complete

Total pallets needed - 339

Currently have approximately 73 pallets on hand (28 scheduled for delivery on Thursday Nov. 30 - *New Order*)

Need to order – 266 pallets – 19 trucks @ $6208.00 each = $117,952.00

Labor – 37 days @ $9650.00 = $357,00.00

Total - $474,952.00
Amount Left on Current PO - $80,417.00
Estimate of Remaining Balance – $394,535.00

Best regards,

/Joe C. Busuttil/

Joe Busuttil
Superintendent/HSE
Logan Diving & Salvage
www.logandiving.com | jbusuttil@logandiving.com

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 11/29/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 433,988)	421-4010-536.39-00		Contingency	$ 1,219,374	$ 607,929	$ 173,941	$ 173,941
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 433,988)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 433,988	421-4025-536.46-00	WS1201	Repairs and Maintenance	$ 3,564,306	$ 4,140,552	$ 4,574,540	$ 2,795,864
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 433,988	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to fund the emergency assessments and repairs to all sub-aqueous pipes in the City of Cocoa water system to include S.R. 520, S.R. 528, and S.R. 401.
Agenda item file #17-525.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/12/17 *RESOLUTION #:* 2017-132

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

11/29/17 Melinda Keesee Digitally signed by Melinda Keesee Date: 2017.11.30 09:17:53 -05'00'	12/1/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.12.01 10:57:20 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
11/29/17 John "Jack" Walsh Digitally signed by John "Jack" Walsh	12/1/17 Lora Howell Digitally signed by Lora Howell Date: 2017.12.01 11:24:34 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	17-528	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/29/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Approve Participation in Using Two Cooperative Purchasing Contracts for the Purchase of Vehicles and Equipment Utilizing the City of Tallahassee Contract No. 3921 and the Florida Sherriff Association Contact No. FSA17-VEH15.0. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2018 F550 REG CAB 4X2 QUOTE.pdf Cocoa F2A F250 Regular Cab w 8' Body, Cab Protector and Liftgate 6.pdf Cocoa F150 Supervisor Truck Quote Sheet.pdf Cocoa F350 Crane Truck Quote Sheet.pdf Cocoa F450 with 9' Service Body, Liftgate, Hitch.pdf Cocoa X2B F250 4x4 Pickup Quote Sheet.pdf Copy of 2018 F150 CREW CAB 4X2 QUOTE.pdf Copy of 2018 F150 REG CAB 4X2 QUOTE.pdf Copy of 2018 F250 REG CAB 4X4 QUOTE.pdf Fla Sheriff Contract.pdf cocoa interstater fy17 2 (002).pdf Talla-beck contract 3921.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 29, 2017
Agenda Date: December 12, 2017
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif P.E., Public Works Director
Requested Action:
Approve Participation in Using Two Cooperative Purchasing Contracts for the Purchase of Vehicles and Equipment Utilizing the City of Tallahassee Contract No. 3921 and the Florida Sherriff Association Contact No. FSA17-VEH15.0

BACKGROUND:

The City of Cocoa Capital Vehicle Improvement Program implements a systematic replacement of vehicles and equipment. This program serves to minimize maintenance costs, equipment down time, vehicle equipment obsolescence, and to implement newer technology and more efficient vehicles.

The vehicles and equipment will be purchased through two purchasing contracts. The City of Tallahassee vehicle purchasing contract 3921 through Beck Auto Sales and the Florida Sheriff's Association vehicle and equipment contract FSA17-VEH15.0. The Florida Sheriff's Association (FSA) contract went out for sealed bid in early 2017 for a variety of vehicle makes & models with several vehicles & equipment manufactures. The City of Tallahassee executed a contract for Multi-Make, Model vehicles with options and equipment, Contract No.3921 through Beck Auto Sales. This contract was awarded on January 25, 2017 and has a term of five years.

Some of the vehicles being purchased are highly specialized and will require additional after-market equipment and setup after the vehicle arrives. This equipment (such as aluminum tool boxes, tool storage, lighting and other hard mount equipment) is more cost effective to purchase and install after the vehicle arrives to insure it is set up to meet the user's needs. This equipment will be purchased from local vendors conforming to the City of Cocoa Finance / Purchasing Operation Manual using quotes after the vehicle arrives. These equipment purchases will not exceed the budgeted amounts and are listed in the table below.

Vehicle purchase by Department / Division

#	DEPT	VEHICLE TYPE
1	4020	2018 FORD F250 EXTRA CAB 4X4
1	4020	2018 FORD F250 4X4 UTILITY CAB PROTECTOR lift gate
1	4020	2018 FORD F250 4X4 CAB AND CHASSIS ONLY
1	4020	2018 FORD F250 UTILITY 4X4, CAB PROTECTOR
1	4025	2018 FORD F450 UTILITY, CAB LIFT GATE
1	4025	2018 FORD F550 CAB AND CHASSIS ONLY
6	4025	2018 FORD F250 UTILITY, CAB PROTECTOR LIFT GATE,
2	4025	FORD F150 CREW CAB
1	4120	2018 FORD F350 EXTRA CAB- UTILITY-AUTO BOOM
1	4120	2018 FORD F150 REG CAB POWER
1	3570	2018 JOHN DEERE / INTERSTATER MOWING DECK

The John Deere / Interstater Mowing Deck was budgeted and approved in FY2017, but the tractor was not built until September (due to 2018 model year change over). The funds were moved into FY2018. The vendor has honored the original contract price as it was a production issue on the manufacturer's side.

Staff recommends approval of using the two cooperative purchasing contracts.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

#	DEPT	ACCOUNT NUMBER / Budget miscellaneous	BUDGET	CONTRACT PRICE	BUDGET DIFFERENCE
1	4020	421-4020-536.6400	$32,900	$28,922	$3,978

1	4020	421-4020-536.6400	$34,500	$33,125	$1,375
1	4020	421-4020-536.6400	$34,500	$30,865	$3,635
1	4020	421-4020-536.6400	$34,500	$30,865	$3,635
		TOTAL	**$136,400**	**$123,776**	**$12,624**
1	4025	421-4025-536.6400	$53,939	$40,318	$13,621
1	4025	421-4025-536.6400	$49,241	$31,838	$17,403
1	4025	421-4025-536.6400	$28,496	$30,468	-$1,972
1	4025	421-4025-536.6400	$28,496	$30,468	-$1,972
1	4025	421-4025-536.6400	$28,496	$30,468	-$1,972
1	4025	421-4025-536.6400	$29,888	$30,468	-$580
1	4025	421-4025-536.6400	$28,496	$30,468	-$1,972
1	4025	421-4025-536.6400	$28,495	$30,468	-$1,973
1	4025	421-4025-536.6400	$25,250	$26,120	-$870
1	4025	421-4025-536.6400	$25,250	$26,120	-$870
		TOTAL	**$326,047**	**$307,203**	**$18,844**
1	4120	421-4120-536.6400	$56,000	$56,912	-$912
1	4120	421-4120-536.6400	$21,200	$19,440	$1,760
		TOTAL	**$77,200**	**$76,353**	**$847**
1	3570	423-3570-538.6400	$119,063	$119,063	0

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approve Participation in Using Two Cooperative Purchasing Contracts for the Purchase of Vehicles and Equipment Utilizing the City of Tallahassee Contract No. 3921 and the Florida Sherriff Association Contact No. FSA17-VEH15.0.

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QUOTE

BECK AUTO GROUP

DATE: November 29, 2017

BILL TO: Tony Jones
301 Shearer Blvd
Cocoa, FL 32922
321-433-8766

Dept - 4025
Water Field Operations
CHASSIS ONLY

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE	AMOUNT
Contract Number	**2518**
VEHICLE AND OPTIONS B4A (DORA)	
2018 F550 REG CAB 4X2 145" WB DRW XL (F5G)	$ 35,471.84
DELIVERY TO COCOA	$ 350.00
	$ 35,821.84
AFTERMARKET	
Subtotal	**$ 35,821.84**
PRICE CONCESSION	**$ (4,800.00)**
Tallahassee Contract Fee	$ 100.00
Contract negotiated dealer Markup	$ 716.44
SUBTOTAL	$ 31,838.28
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 31,838.28**

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!

QUOTE

BECK AUTO GROUP

TALLAHASSEE VEHICLE CONTRACT #3921

DATE: November 29, 2017

BILL TO: Tony Jones
301 Shearer Blvd
Cocoa, FL 32922
321-433-8766

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE	AMOUNT
VEHICLE AND OPTIONS B4A (DORA)	
2018 F250 REGULAR CAB 4X2 Pickup Box deleted for 8' Service Body	$ 30,180.84
	$ 30,180.84
AFTERMARKET	
Dana Quote 223924-A	
8' Reading Service Body, Theiman Liftgate, Cab Protector, hitch, 2" Ball	$ 8,023.00
Subtotal	**$ 38,203.84**
PRICE CONCESSION	$ (8,600.00)
Tallahassee Contract Fee	$ 100.00
Contract negotiated dealer Markup	$ 764.08
SUBTOTAL	$ 30,467.92
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 30,467.92**

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!

QUOTE

BECK AUTO GROUP

436 Hwy 17, Palatka, FL 32217

DATE: November 29, 2017

To: Tony Jones
City of Cocoa

Tallahassee Vehicle Contract #3921

CITY OF TALLAHASSEE VEHICLE CONTRACT #3921	AMOUNT
2018 F150 Crew Cab 4x2 Short Bed	**$ 34,902.92**
Subtotal	**$ 34,902.92**
AFTERMARKET	
	$ 34,902.92
PRICE CONCESSION	$ (8,400.00)
TALLAHASSEE PIGGY BACK FEE	$ 100.00
Contract negotiated dealer Markup	$ 698.06
PURCHASE PRICE FOR VEHCILE	**$ 27,300.98**
Transportation	***$ 150.00***
SUBTOTAL	**$ 27,450.98**
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 27,450.98**

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!

QUOTE

BECK AUTO GROUP

TALLAHASSEE VEHICLE CONTRACT #3921

DATE: November 29, 2017

BILL TO: Tony Jones
301 Shearer Blvd
Cocoa, FL 32922
321-433-8766

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE	AMOUNT
VEHICLE AND OPTIONS B4A (DORA)	
2018 F350 Super Cab Chassis 4x2 Gas	$ 33,725.84
	$ 33,725.84
AFTERMARKET	
Dana Quote 223926	
9' Reading Crane Body Reinforced, Liftmoore 4000EH crane	$ 28,247.00
Subtotal	**$ 61,972.84**
PRICE CONCESSION	$ (6,400.00)
Tallahassee Contract Fee	$ 100.00
Contract negotiated dealer Markup	$ 1,239.46
SUBTOTAL	$ 56,912.30
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 56,912.30**

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!

QUOTE

BECK AUTO GROUP

TALLAHASSEE VEHICLE CONTRACT #3921

DATE: November 29, 2017

BILL TO: Tony Jones
301 Shearer Blvd
Cocoa, FL 32922
321-433-8766

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE	AMOUNT
VEHICLE AND OPTIONS B4A (DORA)	
2018 Ford F450 Cab & Chassis w Reading 9' Service Body, Liftgate, Hitch, Cab Protector	$ 34,471.84
	$ 34,471.84
AFTERMARKET	
Dana Quote 223924-A	
8' Reading Service Body, Theiman Liftgate, Cab Protector, hitch, 2" Ball	$ 9,467.00
Subtotal	**$ 43,938.84**
PRICE CONCESSION	$ (4,600.00)
Tallahassee Contract Fee	$ 100.00
Contract negotiated dealer Markup	$ 878.78
SUBTOTAL	$ 40,317.62
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 40,317.62**

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!

QUOTE

BECK AUTO GROUP

TALLAHASSEE VEHICLE CONTRACT #3921

DATE: November 29, 2017

BILL TO: Tony Jones
301 Shearer Blvd
Cocoa, FL 32922
321-433-8766

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE	AMOUNT
VEHICLE AND OPTIONS B4A (DORA)	
2018 F250 SUPERCAB 4X4 SHORT BOX 148" WB (X2B)	$ 35,461.84
	$ 35,461.84
AFTERMARKET	
Subtotal	**$ 35,461.84**
PRICE CONCESSION	$ (8,600.00)
Tallahassee Contract Fee	$ 100.00
Contract negotiated dealer Markup	$ 709.24
Tranjsportation	$ 250.00
SUBTOTAL	$ 27,921.08
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 27,921.08**

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!

QUOTE

BECK AUTO GROUP

DATE: November 29, 2017

BILL TO: Tony Jones
301 Shearer Blvd
Cocoa, FL 32922
321-433-8766

Dept - 4025
Water Field Operations

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE	AMOUNT
Contract Number	**2518**
VEHICLE AND OPTIONS B4A (DORA)	
2018 F150 4X2 CREW CAB 6.5' Box 157" WB XL (W1C)	$ 33,394.92
DELIVERY TO COCOA	$ 350.00
	$ 33,744.92
AFTERMARKET	
Subtotal	**$ 33,744.92**
PRICE CONCESSION	**$ (8,400.00)**
Tallahassee Contract Fee	$ 100.00
Contract negotiated dealer Markup	$ 674.90
SUBTOTAL	$ 26,119.82
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 26,119.82**

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!

QUOTE

BECK AUTO GROUP

DATE: November 29, 2017

BILL TO: Tony Jones
301 Shearer Blvd
Cocoa, FL 32922
321-433-8766

Dept - 4120
Sellers Water Reclamation Facility
Water Reuse Coordintor

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE	AMOUNT
Contract Number	**2518**
VEHICLE AND OPTIONS B4A (DORA)	
2018 F150 REG CAB 4X2 6.5' BOX 122" WB XL (F1C)	$ 25,473.92
DELIVERY TO COCOA	$ 350.00
	$ 25,823.92
AFTERMARKET	
Subtotal	**$ 25,823.92**
PRICE CONCESSION	**$ (7,000.00)**
Tallahassee Contract Fee	$ 100.00
Contract negotiated dealer Markup	$ 516.48
SUBTOTAL	$ 19,440.40
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 19,440.40**

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!

QUOTE

BECK AUTO GROUP

TALLAHASSEE VEHICLE CONTRACT #3921

DATE: November 29, 2017

BILL TO: Tony Jones
301 Shearer Blvd
Cocoa, FL 32922
321-433-8766

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE	AMOUNT
VEHICLE AND OPTIONS B4A (DORA)	
2018 F250 REG CAB 4X4 8' BOX 142" WB XL (F2B)	$ 32,633.84
	$ 32,633.84
AFTERMARKET	
Dana Quote 223923-A	$ 5,763.00
8" Service Body, Cab Protector, Hitch & 2" Ball, Spray Bedliner Bottom only	
Subtotal	**$ 38,396.84**
PRICE CONCESSION	$ (8,400.00)
Tallahassee Contract Fee	$ 100.00
Contract negotiated dealer Markup	$ 767.94
SUBTOTAL	$ 30,864.78
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 30,864.78**

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

AGRICULTURE TYPE TRACTOR (2 WHEEL DRIVE) SPECIFICATION #20

2016 John Deere 5100M

The John Deere 5100M purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,500.00	$38,500.00	$41,900.00	$41,900.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	5100M			
DEALER:	Ag-Pro	Ag-Pro	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,500.00	$38,500.00	$41,900.00	$41,900.00

Order Code	Delete Options	Western & Northern	Central & Southern
1734LV - 5055E [1]	Engine, 3 cylinder diesel, 45 PTO HP @ 2200 RPM *55 HP 2WD TRACTOR WITH 3 CYLINDER JOHN DEERE DIESEL ENGINE. 9/3 SYNCSHUTTLE TRANSMISSION. OPEN OPERATOR STATION.* [1]	$17,385.00[1]	NA
N/A [1]	Delete electronic 3 point hitch control	NA[1]	NA
5913 & 6103 [1]	Downgrade to bias ply tires *23.1-26 In. 8PR R3 (Turf) Bias (Titan) REAR 27/12LL-15 In. 6PR R3 (Turf Special) Bias FRONT THESE ARE ORDERED FROM THE FACTORY WITH TRACTOR ONLY.* [1]	$920.00[1]	NA
1724LV - 5045E [1] 5065E-2WD [2]	Optional equipment delete *SUPER TURF SPECIAL 45 HP TRACTOR WITH 3 CYLINDER JOHN DEERE DIESEL ENGINE. 9/3 SYNCSHUTTLE TRANSMISSION. OPEN OPERATOR STATION. 22.5LL-16.1 TURF SPECIAL REAR TIRES, 27/12LL-15 TURF SPECIAL FRONT.* [1] *STD 65HP-OPEN STATION-2WD-9/3 TRANSMISSION-R3 TURF SPECIAL TIRES-1 REAR REMOTE* [2]	$18,200.00[1]	($18,550.00)[2]
1744LV - 5065E [1] 5075E-4WD [2]	Optional equipment delete *65 HP 2WD TRACTOR WITH 3 CYLINDER JOHN DEERE DIESEL ENGINE. 9/3 SYNCSHUTTLE TRANSMISSION. OPEN OPERATOR STATION.* [1] *STD 75HP-OPEN STATION-4WD-12X12 TRANSMISSION-R1 TIRES-DUAL MID & 1 REAR REMOTE* [2]	$15,050.00[1]	($7,500.00)[2]
1754LV - 5075E [1] 5085M-2WD [2]	Optional equipment delete *75 HP 2WD TRACTOR WITH 3 CYLINDER JOHN DEERE DIESEL ENGINE. 9/3 SYNCSHUTTLE TRANSMISSION. OPEN OPERATOR STATION.* [1] *PREMIUM 85HP-OPEN STATION-2WD-12/4 TRANSMISSION-R1 TIRES-DUAL MID & DUAL REAR REMOTES* [2]	$12,935.00[1]	($2,750.00)[2]

Order Code	Add Options	Western & Northern	Central & Southern
5100M (BASE MACHINE) [1]	Upgrade to liquid cooled 4 cylinder diesel engine with minimum 84 PTO HP @ 2200 RPM *BASE MACHINE MEETS THIS UPGRADE. 85 PTO HP* [1]	Incl.[1]	NA
697BLV - 5100E [1] 5100E-CAB [2]	Model upgrade - specify *JOHN DEERE 4 CYLINDER 100 HP 4 WHEEL DRIVE TRACTOR WITH CAB AND AIR CONDITIONING. EQUIPPED WITH MID VALVES AND JOYSTICK CONTROL.* [1] *STD-100HP-CAB-4WD-12X12 TRANSMISSION-R1 TIRES-3 REAR REMOTES* [2]	$12,750.00[1]	$13,300.00[2]
253BLV - 5100M [1] 6120E-CAB [2]	Model upgrade - specify *PREMIUM JOHN DEERE 4 CYLINDER 100 HP 4 WHEEL DRIVE UTILITY TRACTOR WITH CAB AND AIR CONDITIONING. EQUIPPED WITH MID VALVES AND JOYSTICK CONTROL.* [1] *STD-120HP-CAB-4WD-12X12 TRANSMISSION-R1 TIRES-3 REAR REMOTES* [2]	$18,000.00[1]	$25,900.00[2]
696BLV - 5085E [1] 6120M-CAB [2]	Model upgrade - specify *JOHN DEERE 4 CYLINDER 85 HP 4 WHEEL DRIVE TRACTOR WITH CAB AND AIR CONDITIONING. EQUIPPED WITH MID VALVES AND JOYSTICK CONTROL.* [1] *PREMIUM-120HP-CAB-4WD-16X16 TRANSMISSION-R1 TIRES-3 REMOTES* [2]	$10,000.00[1]	$41,400.00[2]
2055 [1] CAB [2]	Enclosed cab with heating and air conditioning *FACTORY CODE FOR JOHN DEERE M SERIES 4 CYLINDER TRACTORS.* [1] *FOR 5100M & 5000M SERIES* [2]	$11,710.00[1]	$11,600.00[2]

VEHICLE:	5100M			
DEALER:	Ag-Pro	Ag-Pro	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,500.00	$38,500.00	$41,900.00	$41,900.00

2120 [1] AIR SEAT [2]	Air suspension seat cab only *FACTORY CODE FOR GRAMMER AIR RIDE SEAT FOR JOHN DEERE M SERIES UTILITY TRACTOR* [1] *AIR SUSPENSION SEAT-6000D & 6000M SERIES* [2]	$845.00[1]	$830.00[2]
RE567557 [1] RADIO [2]	AM/FM stereo with cassette and quartz clock *AM/FM RADIO WITH CASSETTE. INCLUDES ANTENNA.* [1] *AM/FM-WEATHER BAND* [2]	$497.45[1]	$500.00[2]
BLV10173 [1] REAR WIPER [2]	Rear washer/wiper *WASHER AND WIPER ASSEMBLY FOR JOHN DEERE E AND M SERIES UTILITY CAB TRACTORS.* [1] *FOR CAB TRACTORS* [2]	$343.20[1]	$495.00[2]
6040 [1] 4WD [2]	4-wheel drive *FACTORY CODE FOR 5100M UTILITY TRACTOR* [1] *4 WHEEL DRIVE FOR 5100M & 5000M SERIES* [2]	$6,845.00[1]	$6,800.00[2]
AL180330 [1]	4WD front fenders *INSTALLED PRICE FOR 5100M TRACTOR WITHOUT LOADER. NOT AVAILABLE FOR TRACTORS WITH LOADER.*[1]	$336.70[1]	NA
1384 [1] 24X24 TRANS [2]	Powershuttle transmission with 24F x 24R, or approved equivalent *FACTORY CODE FOR: 32F/16R PowrReverser Plus Transmission - 540/540E* [1] *FOR 6000M SERIES TRACTOR* [2]	$1,688.00[1]	$1,800.00[2]
1380 [1]	Synchroshuttle transmission with 12F x 12R, or approved equivalent *STANDARD TRANSMISSION ON 5100M IS 16F X 16R. 12/12 NO LONGER AVAILABLE.* [1]	Std[1]	NA
3330 [1] 3RD SCV [2]	3 spool valve and selector *FACTORY CODE FOR 3RD REAR SCV -* [1] *3RD REAR SCV-ALL 5000-6000 TRACTORS-FACTORY ORDER ONLY* [2]	$882.00[1]	$1,100.00[2]
8912 [1] JOYSTICK [2]	Hydraulic joystick control *FACTORY CODE FOR LOADER READY OPTION. INCLUDES JOYSTICK AND ALL MID HYDRAULICS NEEDED TO ADD LOADER ON 5100M TRACTOR* [1] *MODEL SPECIFIC-FACTORY ORDER ONLY* [2]	$1,644.00[1]	$1,200.00[2]
	Hydraulic trailer brakes	NA	NA
8310 [1]	Additional fuel tank *FACTORY ORDER CODE FOR: Inner fuel tank 6 gal/ 22L additional for Open Staion, 7 gal/ 26 L additional for Cab. FOR 5100M TRACTORS ONLY* [1]	$204.00[1]	NA
8510 [1] MIRRORS [2]	Telescopic mirrors *INSTALLED PRICE FOR MIRRORS ON 5100M CAB TRACTOR.* [1] *LEFT AND RIGHT MIRRORS FOR CAB TRACTOR* [2]	$650.00[1]	$400.00[2]
8458 [1]	Heavy-duty 3 point lift – 5700 lbs. cap *FACTORY CODE FOR: 63mm Heavy Duty Hitch Lift Cylinders - (2692 kg/5935 lbs. at 24"/610mm)* [1]	$340.00[1]	NA
	High capacity air cleaner	NA	NA
R265249 + 10 W [1] WEIGHTS [2]	Set of front weights – specify *FRONT WEIGHT BRACKET AND 10 SUITCASE WEIGHTS. 1070 TOTAL POUNDS. AVAILABLE ON TRACTORS WITHOUT LOADER. PRICE QUOTED INSTALLED.* [1] *6 WEIGHTS AND MOUNTING BRACKETS* [2]	$1,750.00[1]	$1,300.00[2]

VEHICLE:	5100M			
DEALER:	Ag-Pro	Ag-Pro	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,500.00	$38,500.00	$41,900.00	$41,900.00

R213907 [1] WH WEIGHTS [2]	Set of rear weights – specify *REAR WHEEL WEIGHTS - 97 LBS EACH. STACKABLE TO 3 DEEP. PRICE IS PER EACH* [1] *1 SET PER WHEEL-5000 SERIES* [2]	$147.00[1]	$400.00[2]
	18.4 – 34R1 radial pressed single disc rear (4WD only)	NA	NA
	14.9 – 24R1 radial pressed ND wheel front (4WD only)	NA	NA
CAB [2]	Cab Air-condition *AIR CONDITIONING IS STANDARD ON ALL FACTORY INSTALLED CAB TRACTORS FROM JOHN DEERE.* [1] *5000E SERIES TRACTORS* [2]	Std[1]	$8,700.00[2]
332SP - 6105E [1] 5085E-OOS [2]	Optional equipment - specify *6105E JOHN DEERE MFWD CAB TRACTOR. 105 HP,12F X 12R, AIR RIDE SEAT, RADIAL TIRES.* [1] *STD 85HP TRACTOR-OPEN STATION-4WD-12x12 TRANSMISSION-R1 TIRES 3 REAR REMOTES - *THIS IS A TOTAL PRICE* [2]	$58,500.00[1]	$42,500.00[2]
332UP - 6105E [1] 6105E-OOS [2]	Optional equipment - specify *6105E JOHN DEERE MFWD OOS TRACTOR. 105 HP,12F X 12R, RADIAL TIRES.* [1] *STD 105HP TRACTOR-OPEN STATION-4WD-12x12 TRANSMISSION-R1 TIRES 3 REAR REMOTES - *THIS IS A TOTAL PRICE* [2]	$550,850.00[1]	$53,800.00[2]
1724LV - 5045E [1] 6105E-CAB [2]	Optional equipment - specify *45 HP 4 WHEEL DRIVE OPEN STATION TRACTOR. MID VALVES AND JOYSTICK CONTROL* [1] *STD 105HP TRACTOR-CAB-4WD-12x12 TRANSMISSION-R1 TIRES 3 REAR REMOTES - *THIS IS A TOTAL PRICE* [2]	$25,500.00[1]	$62,600.00[2]
1734LV - 5055E [1] 6145M-CAB [2]	Optional equipment - specify *55 HP 4 WHEEL DRIVE OPEN STATION TRACTOR. 12F X 12R, MID VALVES AND JOYSTICK CONTROL.* [1] *PREMIUM 145HP Tractor-CAB-4WD-16X16 TRANSMISSION-R1 TIRES 3 REAR REMOTES - *THIS IS A TOTAL PRICE* [2]	$29,250.00[1]	$96,800.00[2]
1744LV - 5065E [1] 6175M-CAB [2]	Optional equipment - specify *65 HP 4 WHEEL DRIVE OPEN STATION TRACTOR. 12F X 12R, MID VALVES AND JOYSTICK CONTROL.* [1] *PREMIUM 175HP Tractor-CAB-4WD-16X16 TRANSMISSION-R1 TIRES 3 REAR REMOTES - *THIS IS A TOTAL PRICE* [2]	$31,350.00[1]	$116,975.00[2]
1754LV - 5075E [1] TIRES 6M [2]	Optional equipment - specify *75 HP 4 WHEEL DRIVE OPEN STATION TRACTOR. 12F X 12R, MID VALVES AND JOYSTICK CONTROL.* [1] *R1 REAR 18.4.38-FRONT 14.9X28 IN LIEU OF 18.4X34-14.9X24* [2]	$33,200.00[1]	$1,800.00[2]
1734LV - 5055E [1] BEACON [2]	Optional equipment - specify *55 HP 4 WHEEL DRIVE CAB TRACTOR WITH 12/12 TRANSMISSION & DUAL MID SCVS WITH JOYSTICK.* [1] *BEACON LIGHT* [2]	$36,000.00[1]	$350.00[2]
1744LV - 5065E [1] 3RD SCV [2]	Optional equipment - specify *65 HP 4 WHEEL DRIVE CAB TRACTOR WITH 12/12 TRANSMISSION & DUAL MID SCVS WITH JOYSTICK.* [1] *3RD SCV FOR 5000E & 5000M SERIES* [2]	$37,950.00[1]	$1,150.00[2]

VEHICLE:	5100M			
DEALER:	Ag-Pro	Ag-Pro	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,500.00	$38,500.00	$41,900.00	$41,900.00

1754LV - 5075E [1] R3 [2]	Optional equipment - specify *75 HP 4 WHEEL DRIVE CAB TRACTOR WITH 12/12 TRANSMISSION & DUAL MID SCVS WITH JOYSTICK.* [1] *TURF TIRES-MODEL SPECIFIC* [2]	$39,900.00[1]	$400.00[2]
254BLV - 5115M [1] H240 [2]	Optional equipment - specify *115 HP OPEN STATION TRACTOR WITH 16/16 TRANSMISSION, DUAL MID SCVS WITH JOYSTICK.* [1] *LOADER FOR 5E TRACTORS* [2]	$54,400.00[1]	$6,550.00[2]
254BLV - 5115M [1] H260 [2]	Optional equipment - specify *115 HP CAB TRACTOR WITH 16/16 TRANSMISSION, DUAL MID SCVS WITH JOYSTICK. RADIAL TIRES. SHIFTABLE REAR PTO - 540/540E.* [1] *LOADER FOR 5M & 5085E & 5100E TRACTORS* [2]	$62,425.00[1]	$7,550.00[2]
2411P - H240 [1] H310 [2]	Optional equipment - specify *H240 LOADER FOR JD 50xxE SERIES TRACTORS* [1] *LOADER FOR 6000E TRACTORS* [2]	$5,900.00[1]	$7,950.00[2]
04B1P - H260 [1] 620R [2]	Optional equipment - specify *H260 LOADER FOR JD 50xxM SERIES TRACTORS* [1] *LOADER FOR 6000M/R 4CYL TRACTORS* [2]	$6,850.00[1]	$10,225.00[2]
04C1P - H310 [1] CANOPY [2]	Optional equipment - specify *H310 LOADER FOR JD 51XXM AND 61XXE TRACTORS* [1] *CANOPY FOR OPEN STATION TRACTORS* [2]	$8,010.00[1]	$650.00[2]
STROBE LIGHT [1] 595 BACKHOE [2]	Optional equipment - specify *AMBER LED STROBE PACKAGE FOR 360 DEGREE VISIBILITY* [1] *BACKHOE FOR 5000E & 5000M TRACTORS-REQUIRE LOADER* [2]	$850.00[1]	$13,800.00[2]
	Temporary tag	NA	NA
	Transfer existing registration (must provide tag number)	NA	NA
	New state tag (specify state, county, city, sheriff, etc.)	NA	NA
	Maintenance Plan - specify	NA	NA
	Maintenance Plan - specify	NA	NA
POWERGUARD [1]	Extended warranty – 3rd year *36 MONTH / 3000 HOUR FULL MACHINE WARRANTY. $250 DEDUCTIBLE. MUST BE PURCHASED WITH NEW MACHINE* [1]	$1,500.00[1]	NA
POWERGUARD [1]	Extended warranty – 3rd & 4th years *48 MONTH / 4000 HOUR FULL MACHINE WARRANTY $250 DEDUCTIBLE. MUST BE PURCHASED WITH NEW MACHINE.* [1]	$2,300.00[1]	NA
10% Discount [1] 10% Discount [2]	Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.)	Incl.[1]	Incl.[2]

Wholegoods Sales Order & Quote Form

Contract# FL SHERIFFS 15-130904
Quote ■ Sale ☐ Date: 02-08-17 By mp Sales Order# _____

Customer Account# _____ TSM Approval PO# _____ Included with order_____

Tractor Model & Year _____ Tractor Delivery Date _____ CAB ☐ 2WD ☐ Front Tire Sizes: _____

Tractor Build Sheet Required ROPS ☐ 4WD ☐ Rear Tire Sizes: _____

Dealer Commission YES ☐ NO ■ If dealer/state commission due: Amount/Percentage _____%

Quote valid for _____ days ONLY. (90 days if left blank) | Discount: _____ | Terms: _____

QTY	Item#	Description	List Cost	Net Cost	Total
1		THIS IS A NON OPTION PRICE QUOTE			
		USING THE FL SHERIFFS CONTRACT			
1		JOHN DEERE 5100M CAB/4WD/16X16			
1		18.5 INTERSTATER RIGHT AND LEFT W REAR			
1		FACTORY MOUNTING			
1		FREIGHT DELIVERY AND SET UP			119,063.16
1		TRADE 1995 NH9600			(5,500)
		Total			
	Freight:	Add ☐ Allow ☐ Pickup ☐			113,563.16
		Loading Dock Yes ☐ No ☐		Total	$

Notes:

1) THE ACCEPTANCE OF THIS FORM IS NOT FIRM UNTIL CREDIT IS APPROVED AND PURCHASE ORDER IS ACCEPTED BY ALAMO INDUSTRIAL IN SEGUIN TEXAS.
2) NO PURCHASE ORDER WILL BE ACCEPTED FOR A MACHINE WITH LESS THAN FULL STANDARD OR OPTIONAL SAFETY EQUIPMENT.
3) APPROXIMATE SHIPPING AND/OR DELIVERY DATES CAN BE CONFIRMED ONLY BY ALAMO INDUSTRIAL IN SEGUIN TEXAS AND DELIVERY IS SOMETIMES SUBJECT TO CHANGE DUE TO CONDITIONS BEYOND THE CONTROL OF ALAMO INDUSTRIAL.

NOTE:

1) This Sales Order and Quote Form is subject to the Terms and Conditions contained on page 3 this form. If you did not receive page 3 containing the Terms and Conditions, please contact seller so that we may send them to you.
2) This Sales Order and Quote Form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this Sales Order & Quote form by the buyer, including buyer's purchase order.

Dealer Signature: _____ Date: _____

CONTRACT
No. 3921

THIS CONTRACT is executed this 25 day of January, 2017 by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter called the "City", and **BECK AUTO SALES, INC.** hereinafter called the "Contractor",

WITNESSETH: TL

WHEREAS, the City issued RFP No. 0123-16-K M-RC (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for certain light-duty vehicles, including associated accessories and equipment; and,

WHEREAS, on August 19, 2016, the Contractor submitted a certain proposal ("Proposal") in response to that RFP; and,

WHEREAS, the City and the Contractor desire to enter into a contract for the purchase of light-duty vehicles, including associated accessories or equipment, all as more particularly set forth in this Contract; provided, however, that nothing in this Contract shall prevent the City from leasing or purchasing such vehicles from another dealer or manufacturer if the City's opinion, it is in their best interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

SECTION 1.0 Purchase of Vehicles.

1.1 Contractor shall provide such light duty vehicles, including associated accessories and equipment ("Vehicles"), as the City may order from time to time. All Vehicles shall be priced, designed, manufactured, and equipped in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the Parties unless otherwise stated in this Contract. Each Vehicle shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. If so requested by the City, Contractor shall install or mount, or shall cause its subcontractor to install or mount, associated accessories or equipment. Nothing in this Agreement shall prohibit the City from purchasing or entering into a contract to purchase Vehicles from another dealer or manufacturer if in the opinion of the City such action is in the best interest of the City.

1.1.1 The Contractor and the City Fleet Management Division ("FMD") shall schedule the following meetings with respect to each order received from the City.

(i) A pre-production meeting to completely review the Vehicle specifications prior to commencing assembly or production. At the discretion of the City, this meeting will be held by conference call or on site at either FMD or the Contractor's facilities.

(ii) A second meeting, if required by the City; will be held either by conference call or on site at FMD or the Contractor's facilities, as determined by the City.

(iii) A final review and inspection when each Vehicle is considered by the Contractor to be complete. In addition to a complete inspection, City representatives will conduct a full performance test of each Vehicle and all integral systems. The Contractor shall provide all technical information and representatives reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the City, this meeting will be held either at FMD facilities or at the Contractor's facilities. The Contractor shall be responsible for all accessories and equipment installed or provided by the manufacturer, the Contractor, or its subcontractor under this Contract; however, the Contractor will not be responsible for any accessories or equipment that is provided or installed by other City contractors at the direction of the City.

The Contractor shall coordinate arrangements for these meetings with FMD staff at least three (3) weeks prior to the scheduled meeting. The Contractor shall bear all costs related to participation of its representatives or personnel in these meetings and activities.

1.1.2 The City or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each Party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

(i) The specific changes to be made;

(ii) Changes, if any, in the time for delivery of each completed Vehicle; and,

(iii) Changes in the price of each completed Vehicle and associated accessories.

SECTION 2.0 PURCHASE OF PARTS.

2.1 The Contractor shall provide such parts for all Vehicles as the City may order from time to time. The Contractor shall provide on-line parts ordering capability, if available, for the City and, upon request, will provide original manufacturer part numbers. All parts ordered by the City shall be delivered FOB to the FMD facilities on the next business day after placement of the order. Orders received by Contractor after 4:00 p.m. (ET) will be considered as being received on the following business day. Delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 11.1; provided, however, the Contractor, in such event, shall promptly provide Notice to the City regarding the details of any such delay so the City can make a final determination regarding responsibility. Long lead time parts or components not reasonable to inventory or fabricated components not reasonable to inventory are examples of orders that may require a longer delivery time. The Contractor shall expedite all such orders as reasonably timely as is possible.

SECTION 3.0 TERM.

The Term of this Contract shall be a period of five (5) years, commencing on the date executed by the City, unless earlier terminated in accordance with its terms. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the Parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT.

4.1 Vehicles.

4.1.1 During the Term, the City shall pay the Contractor for each Vehicle ordered and accepted by the City based upon the Contractor's current pricing at the time a particular order is placed, provided, however, that such price shall not exceed the following:

(i) for the current model year, the initial prices as set forth in the Proposal; or

(ii) for subsequent model years, the purchase price paid for such model during the preceding model year plus any price increases from the manufacturer plus two percent (2%).

4.1.2 All prices shall be F.O.B. City of Tallahassee, FMD facilities (400 Dupree Street, Tallahassee, Florida). In addition to the limitations set forth in Section 4.1.1 above, the prices offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any governmental agency customer. The lowest price shall be based on the total price for each Vehicle, including accessories and equipment. The City shall have the right to annually review and audit all Contractor contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within thirty (30) days of its receipt of such notice, shall pay to the City the applicable price differential for each affected Vehicle purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of each Vehicle through the date of such notice from the City.

4.2 Parts and Accessories. The Contractor shall sell to the City all parts and accessories or equipment, including OEM parts, at Contractor's cost plus ten percent (10%). The City will maintain a stock of parts and accessories at its FMD facilities to support repair and maintenance of the Vehicles. The Contractor agrees to furnish all parts and accessories ordered by the City under consignment. No later than the tenth day of each month, FMD staff will submit a monthly report to the Contractor identifying the parts and accessories used during the preceding month, and the Contractor shall render an invoice for such parts and accessories to the City. The pricing offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any other municipal customer. The City shall have the right to annually review and audit all Contractor records to verify that the Contractor is in compliance with this pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within thirty (30) days of its receipt of such notice, shall pay to the City the applicable price differential for all affected parts and accessories purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of delivery of the affected parts or accessories through the date of such notice from the City. Upon expiration or earlier termination of Contract, the City shall either pay for or return to the Contractor all such parts and accessories remaining in stock. The Contractor shall not charge a restocking fee or assess any other charge associated with the returned parts.

4.3 Payment.

4.3.1 All Vehicle prices shall be F.O.B. FMD facilities, 400 Dupree Street, Tallahassee, Florida.

4.3.2 All proper invoices shall be paid by the City in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

4.3.3 In addition to other remedies available under this Contract, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

5.1 The Contractor shall deliver, or shall cause the manufacturer to deliver, all Vehicles in accordance with the schedule set forth in the Proposal or such other time period as may be agreed by the Parties. The Contractor and the City agree that timely delivery of each Vehicle is of the essence of this Contract, that the City will suffer damages in the event of a failure to so perform, and that such damages may be difficult to precisely calculate or prove. As a result, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the amount of $100 per day, or portion thereof, for each day of delay in delivery of each Vehicle. Such liquidated damages shall be paid in addition to any other recourse that may be available to City in the event that there is an adjustment to the delivery schedule the City will be notified in writing.

5.2 The Contractor shall, or shall cause the manufacturer to, fully assemble, service, and adjust each Vehicle prior to delivery and shall demonstrate, to the satisfaction of the City, at the time of delivery to the body manufacturer and at final delivery to the City, that each Vehicle meets all applicable specifications and requirements, as set forth in this Contract and as agreed upon by the parties, an all representations of the manufacturer. The delivery schedules shall be agreed upon at the first pre-construction meeting, but shall be subject to change by Contractor. The City will be notified of the need for the adjustment. If the change is not acceptable to the City, the City shall have the right to cancel the affected order, or portion thereof, without penalty or liability of any kind to the Contractor. The Contractor shall be responsible for, and shall bear all risk of loss and damage to each Vehicle until it is delivered to the City at its specified location.

5.3 Delivery of a Vehicle to the City does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Vehicle to determine whether it meets all specifications and requirements set forth in this Contract; and, within seven (7) days following delivery, the City shall notify the Contractor, in writing or by verifiable email, of either its final acceptance of each Vehicle or of the failure of such Vehicle to meet such specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action. If the proposed corrective action is acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon

completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse to accept the affected Vehicle. All adjustments associated with placing a unit in-service will continue to be the responsibility of the Contractor.

5.4 With each Vehicle, the Contractor shall deliver to the City, in an electronic format acceptable to the City, the following:

(i) one (1) copy of the associated technical and service manuals, per model; DVE preferred; and

(ii) one (1) copy of the manufacturer's preventive maintenance schedule; and,

(iii) the manufacturer's statement of origin, title application, and all warranty documents.

5.5 All Vehicles delivered to the City shall be owned by the Contractor and shall be delivered free and clear of all liens and security interests of any kind.

SECTION 6.0 INDEMNIFICATION.

6.1 The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the City, its officials or employees, to the extend such claim, suit or proceeding is based on a claim that any cab and chassis and associated accessories or equipment, or any process involved in manufacture of the same, or any parts, or equipment, furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorneys' fees incurred or awarded, in any suit or proceeding so defended. The City will not be responsible for any settlement or proceeding

made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing Work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Within thirty (30) days following the commencement of the term of this Contract, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - $1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

(i) Premise/Operations
(ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
(iii) Products/Completed Operations
(iv) Contractual
(v) Independent Contractors
(vi) Broad Form Property Damage
(vii) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - $1,000,000 limit per accident for property damage and personal injury.

(i) Owned/Leased Autos
(ii) Non-owned Autos
(iii) Hired Autos

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* - Workers' Compensation statutory limits as required by

Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for $1,000,000 per accident.

7.1.2 ***Other Insurance Provisions***

(a) *Commercial General Liability and Automobile Liability Coverage*

(i) City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

(ii). The Contractor insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

(iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) *Workers' Compensation and Employers' Liability and Property Coverage*

The insurer shall agree to waive all rights of subrogation against City, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses

arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) *All Coverage*

(i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Contract.

(ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.

(iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

7.1.3 ***Deductibles and Self-Insured Retention's***

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4. ***Acceptability of Insurers***

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

7.1.5. ***Verification of Coverage***

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by City before work commences.

of such work at FMD facilities, as directed by the Superintendent. The Contractor shall process all required documentation in conjunction with warranty-related work or claims. The City shall not be obligated to pay the Contractor for any warranty-related repairs or replacements; however, the Contractor shall be entitled to receive any reimbursement or payment that may be offered by the manufacturer with respect to warranty repairs, replacements, or claims performed or paid by the Contractor. Non-warranty repairs performed by the Contractor's technician at the direction of the City will be billed to the City at $57.00 per hour. Warranty related activities will be the first responsibility of the technician. In cases where the amount of warranty work does not require 40 hours in a particular week the City shall provide non-warranty assignments to the technician; however, warranty and non-warranty assignments together shall not exceed 40 hours in any week. Payment by the City will not include vacation time, holidays, sickness, or training to keep skills updated.

SECTION 10.0 MISCELLANEOUS PROVISIONS.

10.1 Time shall be of the essence in performance of this Contract; provided, however, that either Party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the Party claiming such excuse from timely performance.

10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

10.3 If written notice to a Party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows: (Email notification is acceptable):

Beck Autos Sales, Inc.
256 Hwy 17 North
Palatka, Florida 32177
Attn: Lisa Man

and to the City as follows:

City of Tallahassee
Fleet Management Division
400 Dupree Street
Tallahassee, Florida 32304

Attn: Fleet Superintendent

10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the City.

10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the City.

10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in relation to this Contract shall be placed in a court of competent jurisdiction in Leon County, Florida.

10.7 As required by Section 287.133, (2 (a), Florida Statues, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.010 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any person must notify the City within thirty (30) days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor. The section headings appearing herein are for the convenience of the Parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect; and it is the intention of the Parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.

10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin. The Contractor

will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

10.10 The Contractor shall make Vehicles available to other governmental entities on the same terms and conditions as set forth in this Contract; provided, however, that such terms and conditions shall not include Section 4.2 as it relates to consignment of parts and accessories or Section 9.4. Should any such entity purchase Vehicle on such basis, the Contractor shall report such purchases to the City and, within thirty (30) days following final payment for each such purchase, shall provide a credit to the City in the amount of $100.00 per Vehicle. If such credit is not used within six (6) months after being credited to the City, the City shall have the option of receiving payment from the Contractor, as opposed to a credit, in the same amount. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term.

10.11 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the Parties and supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof. City and Contractor, by mutual agreement, may change or amend the terms and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

10.12 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties. Should any provision of this Agreement directly conflict with a provision of the RFP or the Proposal, the provision of this Agreement shall control.

10.13 It is the intent of the Parties that any provision of this Agreement that, by its terms or by any reasonable interpretation thereof, is intended to survive termination (whether by expiration, default, extinguishment or otherwise) of this Agreement, including indemnity obligations, will do so.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

Attest:

By: _____
James O. Cooke, IV
City Treasurer-Clerk

Approved as to form:

By: _____
City Attorney

_____
Witness as to the Contractor
Bradley Sloan

_____
Witness as to the Contractor
Nancy D. Noble

CITY OF TALLAHASSEE

By: _____
Andre Libroth
Manager for Procurement Services

BECK AUTO SALES, INC.

By: _____
PRESTON B. SLOAN, PRESIDENT
(Type or print name and title of signatory)

City of Tallahassee Contract #3921				
RFP # 0123-16-K -RC				
AWARD DATE 11-1-2016				
BUICK	Body			
Buick Cascada	Code			
Cascada - 1SV	4WT67			
Buick Enclave				
Enclave FWD 1 SD Convenience	4R14526			
Enclave AWD 1SL Leather	4V14526			
Buick Encore				
Encore FWD 1SB	4JU76			
Encore AWD 1SB	4JM76			
Encore FWD 1SL	4JV76			
Encore AWD 1SL	4JN76			
Buick Envision				
FWD Preferred	4XR26			
Envision FWD 1SL	4XS26			
Envision AWD 1SD	4XY26			
Envision AWD 1SL Essence	4XZ26			
Envision AWD Premium 1SN	4XT26			
Envision AWD Premium II 1SP	4XU26			
Buick LaCrosse				
LaCrosse FWD 1SV	4ZF79			
LaCrosse FWD 1SB Preferred	4ZB79			
LaCrosse FWD 1SP Premium	4ZC79			
LaCrosse AWD 1SP Premium	4ZG79			
Buick Regal				
Regal FWD 1SV	4GU69			
Regal AWD 1SL	4GC69			

Regal FWD Premium II Group	4GS69			
Regal AWD Premium II Group	4GE69			
Regal FWD 1SX GS	4GJ69			
Regal AWD 1SX GS	4GF69			
Regal FWD Sport Touring	4GV69			
Buick Verano				
Verano 1SV	4GP69			
Verano 1SL Leather Group	4PH69			
CHEVROLET	Body			
Bolt EV	Code			
LT 5 door HB	1FB48			
Premier 5 door HB	1FC48			
Camaro				
Coupe 1LT	1AG37			
Coupe 2LT	1AH37			
Coupe 1SS	1AJ37			
Coupe 2SS	1AK37			
Coupe ZL1	1AL37			
Convertible 1LT	1AG67			
Convertible 2LT	1AH67			
Convertivble 1SS	1AJ67			
Convertivble 2SS	1AK67			
Convertible ZL1	1AL67			
Caprice Police Car				
Caprice Police Sedan	1EW19			
Corvette				
Stingray Coupe 1LT	1YY07			
Singray Convertible 1LT	1YY67			
Singray Coupe w/Z51 1LT	1YX07			
Singray Convertible w/Z51 1LT	1YX67			
Coupe Z06 1LZ	1YZ07			

Convertible Z06 1LZ	1YZ67			
Coupe Grand Sport 1LT	1YW07			
Convertible Grand Sport 1LT	1YW67			
Cruze				
Sedan LS 1SB	1BR69			
Sedan LT 1SD	1BT69			
Sedan Premier	1BS69			
HB LT / 1SD	1BT68			
HB Premier	1BS68			
Impala				
1FL LS	1GX69			
1LT	1GY69			
2LZ Premier	1GZ69			
CHRYSLER	Body			
Chrysler 200	Code			
200 LX	UFCE41			
200 Limited	UFCH41			
200S	UFCL41			
200C	UFCS41			
200S AWD	UFFL41			
200C AWD	UFFS41			
Chrysler 300 Cars				
Limited RWD	LXCH48			
S RWD	LXCL48			
C RWD	LXCS48			
C Platinum RWD	LXCR48			
Limited AWD	LXFH48			
S AWD	LXFL48			
C AWD	LXFS48			
C Platinum AWD	LXFR48			
Pacifica				

Pacifica LX Wagon	RUCL53			
Pacifica Touring Wagon	RUCM53			
Pacifica Touring - L Wagon	RUCH53			
Pacifica Touring - L Plus Wagon	RUCP53			
Pacifica Limited Wagon	RUCT53			
Pacifica Hybrid Premium FWD	RUEH53			
Pacifica Hybrid Platimum FWD	REUS53			
DODGE	Body			
Charger	Code			
SE RWD	LDDM48			
SXT RWD	LDDS48			
R/T RWD	LDDP48			
R/T Scat Pack RWD	LDDR48			
SRT 392 RWD	LDDX48			
SRT Hellcat RWD	LDDT48			
SE AWD	LDEM48			
SXT AWD	LDES48			
Police Charger				
Police RWD	LDDE48			
Police AWD	LDEE48			
Dodge Journey				
SE	JCDH49			
SE AWD	JCEH49			
SXT	JCDE49			
SXT AWD	JCEE49			
Crossroad FWD	JCDR49			
Crossroad AWD	JCER49			
R/T FWD	JCDX49			
R/T AWD	JCEX49			
Durango				
SXT RWD	WDDL75			
Limited RWD	WDDH75			

Citadel RWD	WDDP75			
R/T RWD	WDDS75			
Special Service RWD	WDDE75			
SXT AWD	WDEL75			
Limited AWD	WDEH75			
Citadel AWD	WDEP75			
R/T AWD	WDES75			
Special Service AWD	WDEE75			
Grand Caravan				
AVP/SE	RTKH53			
SXT	RTKM53			
R/T	RTKX53			
RAM	Body			
RAM 1500 2WD Pick - Up Trucks	Code			
Tradesman 4x2 Regular Cab 6'4" Box	DS1L61			
SLT 4x2 Regular Cab 6'4" Box	DS1H61			
Sport 4x2 Regular Cab 6'4" Box	DS1S61			
Tradesman 4x2 Regular Cab 8' Box	DS1L62			
SLT 4x2 Regular Cab 8' Box	DS1H62			
Tradesman 4x2 Quad Cab 6'4" Box	DS1L41			
SLT 4x2 Quad Cab 6'4" Box	DS1H41			
HFE 4x2 Quad Cab 6'4" Box	DS1E41			
Sport 4x2 Quad Cab 6'4" Box	DS1S41			
Laramie 4x2 Quad Cab 6'4" Box	DS1P41			
Tradesman 4x2 Crew Cab 5''7" Box	DS1L98			
SLT 4x2 Crew Cab 5''7" Box	DS1H98			
Sport 4x2 Crew Cab 5''7" Box	DS1S98			
Laramie 4x2 Crew Cab 5'7" Box	DS1P98			
Rebel 4x2 Crew Cab 5''7" Box	DS1X98			
Longhorn 4x2 Crew Cab 5''7" Box	DS1R98			
Tradesman 4x2 Crew Cab 6'4" Box	DS1L91			
SLT 4x2 Crew Cab 6'4" Box	DS1H91			
Sport 4x2 Crew Cab 6'4" Box	DS1S91			
Laramie 4x2 Crew Cab 6'4" Box	DS1P91			

Longhorn 4x2 Crew Cab 6'4" Box	DS1R91			
RAM 1500 4WD Pick - Up Trucks				
Tradesman 4x4 Regular Cab 6'4" Box	DS6L61			
SLT 4x4 Regular Cab 6'4" Box	DS6H61			
Sport 4x4 Regular Cab 6'4" Box	DS6S61			
Tradesman 4x4 Regular Cab 8' Box	DS6L62			
SLT 4x4 Regular Cab 8' Box	DS6H62			
Tradesman 4x4 Quad Cab 6'4" Box	DS6L41			
SLT 4x4 Quad Cab 6'4" Box	DS6H41			
Sport 4x4 Quad Cab 6'4" Box	DS6S41			
Laramie 4x4 Quad Cab 6'4" Box	DS6P41			
Tradesman 4x4 Crew Cab 5'7" Box	DS6L98			
SSV 4x4 Crew Cab 5'7" Box	DS6T98			
SLT 4x4 Crew Cab 5'7" Box	DS6H98			
Sport 4x4 Crew Cab 5'7" Box	DS6S98			
Laramie 4x4 Crew Cab 5'7" Box	DS6P98			
Rebel 4x4 Crew Cab 5'7" Box	DS6X98			
Longhorn 4x4 Crew Cab 5'7" Box	DS6R98			
Tradesman 4x4 Crew Cab 6'4" Box	DS6L91			
SLT 4x4 Crew Cab 6'4" Box	DS6H91			
Sport 4x4 Crew Cab 6'4" Box	DS6S91			
Laramie 4x4 Crew Cab 6'4" Box	DS6P91			
Longhorn 4x4 Crew Cab 6'4" Box	DS6R91			
RAM 2500 2WD Pick - Up Trucks				
Tradesman 4x2 Regular Cab 8' Box	DJ2L62			
SLT 4x2 Regular Cab 8' Box	DJ2H62			
Tradesman 4x2 Crew Cab 6'4" Box	DJ2L91			
SLT 4x2 Crew Cab 6'4" Box	DJ2H91			
Laramie 4x2 Crew Cab 6'4" Box	DJ2P91			
Laramie Longhorn 4x2 Crew Cab 6'4" Bo	DJ2R91			
Tradesman 4x2 Crew Cab 8' Box	DJ2L92			
SLT 4x2 Crew Cab 8' Box	DJ2H92			
Laramie 4x2 Crew Cab 8' Box	DJ2P92			
Laramie Longhorn 4x2 Crew Cab 8' Box	DJ2R92			

SLT 4x2 Mega Cab 6'4" Box	DJ2H81			
Laramie 4x2 Mega Cab 6'4" Box	DJ2P81			
Longhorn 4x2 Mega Cab 6'4" Box	DJ2R81			
RAM 2500 4WD Pick - Up Trucks				
Tradesman 4x4 Regular Cab 8' Box	DJ7L62			
SLT 4x4 Regular Cab 8' Box	DJ7H62			
Tradesman 4x4 Crew Cab 6'4" Box	DJ7L91			
SLT 4x4 Crew Cab 6'4" Box	DJ7H91			
Laramie 4x4 Crew Cab 6'4" Box	DJ7P91			
Longhorn 4x4 Crew Cab 6'4" Box	DJ7R91			
Tradesman 4x4 Crew Cab 8' Box	DJ7L92			
SLT 4x4 Crew Cab 8' Box	DJ7H92			
Laramie 4x4 Crew Cab 8' Box	DJ7P92			
Longhorn 4x4 Crew Cab 8' Box	DJ7R92			
SLT 4x4 Mega Cab 6'4" Box	DJ7H81			
Laramie 4x4 Mega Cab 6'4" Box	DJ7P81			
Longhorn 4x4 Mega Cab 6'4" Box	DJ7R81			
RAM 3500 2WD Pick - Up Trucks				
Tradesman 4x2 Regular Cab 8' Box	D23L62			
SLT 4x2 Regular Cab 8' Box	D23H62			
Tradesman 4x2 Crew Cab 6'4" Box	D23L91			
SLT 4x2 Crew Cab 6'4" Box	D23H91			
Laramie 4x2 Crew Cab 6'4" Box	D23P91			
Laramie Longhorn 4x2 Crew Cab 6'4" Bo	D23R91			
Tradesman 4x2 Crew Cab 8' Box	D23L92			
SLT 4x2 Crew Cab 8' Box	D23H92			
Laramie 4x2 Crew Cab 8' Box	D23P92			
Laramie Longhorn 4x2 Crew Cab 8' Box	D23R92			
SLT 4x2 Mega Cab 6'4" Box	D23H81			
Laramie 4x2 Mega Cab 6'4" Box	D23P81			
Laramie Longhorn 4x2 Mega Cab 6'4" Bo	D23R81			
RAM 3500 4WD Pick - Up Trucks				
Tradesman 4x4 Regular Cab 8' Box	D28L62			

SLT 4x4 Regular Cab 8' Box	D28H62			
Tradesman 4x4 Crew Cab 6'4" Box	D28L91			
SLT 4x4 Crew Cab 6'4" Box	D28H91			
Laramie 4x4 Crew Cab 6'4" Box	D28P91			
Laramie Longhorn 4x4 Crew Cab 6'4" Bo	D28R91			
Tradesman 4x4 Crew Cab 8' Box	D28L92			
SLT 4x4 Crew Cab 8' Box	D28H92			
Laramie 4x4 Crew Cab 8' Box	D28P92			
Laramie Longhorn 4x4 Crew Cab 8' Box	D28R92			
SLT 4x4 Mega Cab 6'4" Box	D28H81			
Laramie 4x4 Mega Cab 6'4" Box	D28P81			
Laramie Longhorn 4x4 Mega Cab 6'4" Bo	D28R81			
RAM 3500 2WD Chassis Cab				
Tradesman 2WD Regular Cab 143" WB 6	DD3L63			
Tradesman 2WD Regular Cab 167" WB 8	DD3L64			
Tradesman 2WD Crew Cab 172" WB 60"	DD3L93			
Tradesman 2WD Regular Cab 143" WB 6	DF3L63			
Tradesman 2WD Crew Cab 172"WB 60"	DF3L93			
RAM 3500 4WD Chassis Cab				
Tradesman 4WD Regular Cab 143" WB 6	DD8L63			
Tradesman 4WD Regular Cab 167" WB 8	DD8L64			
Tradesman 4WD Crew Cab 172" WB 60"	DD8L93			
Tradesman 4WD Regular Cab 143" WB 6	DF8L63			
Tradesman 4WD Crew Cab 172" WB 60"	DF8L93			
RAM 4500 2WD Chassis Cab				
Tradesman 4x2 Regular Cab 144.5" WB	DP4L63			
Tradesman 4x2 Regular Cab 168.5" WB	DP4L64			
Tradesman 4x2 Regular Cab 192.5" WB	DP4L65			
Tradesman 4x2 Regular Cab 204.5" WB	DP4L66			
Tradesman 4x2 Crew Cab 173.4" WB 60	DP4L93			
Tradesman 4x2 Crew Cab 197.4" WB 84	DP4L94			
RAM 4500 4WD Chassis Cab				

Tradesman 4x4 Regular Cab 144.5" WB	DP9L63			
Tradesman 4x4 Regular Cab 168.5" WB	DP9L64			
Tradesman 4x4 Regular Cab 192.5" WB	DP9L65			
Tradesman 4x4 Regular Cab 204.5" WB	DP9L66			
Tradesman 4x4 Crew Cab 173.4" WB 60	DP9L93			
Tradesman 4x4 Crew Cab 197.4" WB 84	DP9L94			
RAM 5500 2WD Chassis Cab				
Tradesman 4x2 Regular Cab 144.5" WB	DP5L63			
Tradesman 4x2 Regular Cab 168.5" WB	DP5L64			
Tradesman 4x2 Regular Cab 192.5" WB	DP5L65			
Tradesman 4x2 Regular Cab 204.5" WB	DP5L66			
Tradesman 4x2 Crew Cab 173.4" WB 60	DP5L93			
Tradesman 4x2 Crew Cab 197.4" WB 84	DP5L94			
RAM 5500 4WD Chassis Cab				
Tradesman 4x4 Regular Cab 144.5" WB	DP0L63			
Tradesman 4x2 Regular Cab 168.5" WB	DP0L64			
Tradesman 4x4 Regular Cab 192.5" WB	DP0L65			
Tradesman 4x4 Regular Cab 204.5" WB	DP0L66			
Tradesman 4x4 Crew Cab 173.4" WB 60	DP0L93			
Tradesman 4x4 Crew Cab 197.4" WB 84	DP0L94			
ProMaster Chassis Cab Low Roof				
3500 Chassis Cab 136" WB 81" CA	VF3L02			
3500 Chassis Cab 159" WB 104" CA	VF3L04			
3500 Chassis Cab 159" WB 104" CA EXT	VF3L05			
ProMaster Cargo Van Low Roof				
1500 Low Roof 118" WB	VF1L11			
1500 Low Roof 136" WB	VF1L12			
ProMaster Cargo Van High Roof				
1500 High Roof 136" WB	VF1L13			
2500 High Roof 136" WB	VF2L13			
2500 High Roof 159" WB	VF2L16			

3500 High Roof 159" WB	VF3L16			
3500 High Roof 159" WB EXT	VF3L17			
ProMaster City Cargo Van				
Tradesman Van	VMDL51			
Tradesman SLT Van	VMDH51			
ProMaster Window Van				
2500 High Roof 159" WB	VF2L26			
3500 High Roof 159" WB EXT	VF3L27			
ProMaster Cutaway				
3500 Low Roof 136" WB	VF3L32			
3500 Low Roof 159" WB	VF3L34			
3500 Low Roof Extended 159" WB	VF3L35			
ProMaster City Wagon				
Wagon	VMDL51			
Wagon SLT	VMDH51			
FORD	Body			
C - Max Energi	Code			
SE FWD	P5E			
FWD Titanium	P5F			
C-Max Hybrid				
SE FWD	P5A			
Titanium FWD	P5D			
Fiesta				
SE Sedan	P4B			
Titanium Sedan	P4C			
SE Hatch	P4E			
Titanium Hatch	P4F			
ST Hatch	P4G			

Taurus				
SE FWD	P2D			
SLE FWD	P2E			
Limited FWD	P2F			
SLE AWD	P2H			
Limited AWD	P2J			
SHO AWD	P2K			
Focus				
S Sedan	P3E			
SE Sedan	P3F			
SEL Sedan	P3H			
Titanium Sedan	P3J			
SE Hatch	P3K			
SEL Hatch	P3M			
Titanium Hatch	P3N			
ST Hatch	P3L			
Electric Hatch	P3R			
RS Hatch	P3T			
Fusion				
S FWD	P0G			
SE FWD	P0H			
Titanium FWD	P0K			
Platinum FWD	BQB			
SE AWD	P0T			
Titanium AWD	P0D			
Sport AWD	P0V			
Platinum AWD	BQC			
S Hybrid FWD	P0U			
SE Hybrid FWD	P0L			
Titanuim Hybrid FWD	P0R			
Platinum Hybrid FWD	BQD			
Fusion Energi				
SE FWD Plug - In	P0P			

Titanuim FWD Plug - In	P0S			
Platinum FWD Plug - In	BQE			
Mustang				
V6 Fastback	P8A			
EcoBoost Fastback	P8T			
GT Fastback	P8C			
V6 Converible	P8E			
Ecoboost Premium Converible	P8U			
GT Premium Converible	P8F			
Police Interceptor Sedan				
FWD	P2L			
AWD	P2M			
Flex FWD				
SE FWD	K5B			
SEL FWD	K5C			
Limited FWD	K5D			
Flex AWD				
SEL AWD	K6C			
Limited AWD	K6D			
Escape FWD				
S FWD	U0F			
SE FWD	U0G			
Titanium FWD	U0J			
Escape 4x4				
SE 4x4	U9G			
Titanium 4x4	U9J			
Edge FWD				
SE FWD	K3G			
SLE FWD	K3J			
Titanium FWD	K3K			
Edge AWD				

SE AWD	K4G			
SLE AWD	K4J			
Titanium AWD	K4K			
Sport AWD	K4A			
Explorer FWD				
Base FWD	K7B			
XLT FWD	K7D			
Limited FWD	K7F			
Explorer 4WD				
Base 4WD	K8B			
XLT 4WD	K8D			
Limited 4WD	K8F			
Sport 4WD	K8G			
Platinum 4WD	K8H			
Expedition 4x2				
XL 4x2	U1F			
XLT 4x2	U1H			
Limited 4x2	U1K			
Platinum 4x2	U1L			
Expedition 4x4				
XL 4x4	U1G			
XLT 4x4	U1J			
Limited 4x4	U2A			
Platinum 4x4	U1M			
Expedition EL 4x2				
XL 4x2	K1F			
XLT 4x2	K1H			
Limited 4x2	K1K			
Platinum 4x2	K1L			
Expedition EL 4x4				
XL 4x4	K1G			
XLT 4x4	K1J			
Limited 4x4	K2A			

Platinum 4x4	K1M			
Police Interceptor Utility				
AWD 4dr	K8A			
Transit Connect Van SWB				
XL SWB w/Rear Symmetrical Doors	S6E			
XL SWB w/ Rear Liftgate	E6E			
XLT SWB w/Rear Symmetrical Doors	S6F			
XLT SWB w/ Rear Liftgate	E6F			
Transit Connect Van LWB				
XL LWB w/Rear Symmetrical Doors	S7E			
XL LWB w/ Rear Liftgate	E7E			
XLT LWB w/Rear Symmetrical Doors	S7F			
XLT LWB w/ Rear Liftgate	E7F			
Transit Connect Wagon				
XL LWB w/Rear Symmetrical Doors	S9E			
XL LWB w/Rear Liftgate	E9E			
XLT SWB w/ Rear Symmetrical Doors	S8F			
XLT SWB w/ Rear Liftgate	E8F			
XLT LWB w/ Rear Symmetrical Doors	S9F			
XLT LWB w/ Rear Liftgate	E9F			
Titanium SWB w/ Rear Liftgate	E8G			
Titanium LWB w/ Rear Liftgate	E9G			
Transit Van (Full Size)				
T - 150 130" WB Low Roof 8600 GVWR S	E1Z			
T - 150 130" WB Low Roof 8600 GVWR S	E1Y			
T - 150 130" WB Medium Roof 8600 GV	E1C			
T - 150 130" WB Medium Roof 8600 GV	E1D			
T - 150 148" WB Low Roof 8600 GVWR S	E9Z			
T - 150 148" WB Low Roof 8600 GVWR S	E2Y			
T - 150 148" WB Meduim Roof 8600 GV	E2C			
T - 150 148" WB Medium Roof 8600 GV	E2D			

T - 250 130" WB Low Roof 9000 GVWR S	R1Z			
T - 250 130" WB Low Roof 9000 GVWR S	R1Y			
T - 250 130" WB Medium Roof 9000 GV	R1C			
T - 250 130" WB Medium Roof 9000 GV	R1D			
T - 250 148" WB Low Roof 9000 GVWR S	R2Z			
T -250 148" WB Low Roof 9000 GVWR S	R2Y			
T - 250 148" WB Medium Roof 9000 GV	R2C			
T - 250 148" WB Medium Roof 9000 GV	R2D			
T - 250 148" WB High Roof 9000 GVWR	R2X			
T - 250 148" WB High Roof 9000 GVWR	R2U			
T - 250 148" WB EL High Roof 9000 GVW	R3X			
T - 250 148" WB EL High Roof 9000 GVW	R3U			
T - 350 130" WB Medium Roof 9500 GV	W9C			
T - 350 130" WB Low Roof 9500 GVWR S	W1Z			
T - 350 130" WB Low Roof 9500 GVWR S	W1Y			
T - 350 130" WB Medium Roof 9500 GV	W1D			
T - 350 148" WB Low Roof 9500 GVWR S	W2Z			
T - 350 148" WB Low Roof 9500 GVWR S	W2Y			
T - 350 148" WB Medium Roof 9500 GV	W2C			
T - 350 148" WB Medium Roof 9500 GV	W2D			
T - 350 148" WB High Roof 9500 GVWR	W2X			
T - 350 148" WB High Roof 9500 GVWR	W2U			
T - 350 148" WB EL High Roof 9500 GVW	W3X			
T - 350 HD 148" WB EL High Roof 9950 G	F4X			
T - 350 HD 148" WB EL High Roof 10360	S4X			
T - 350 148" WB EL High Roof 9500 GVW	W3U			
T - 350 HD 148" WB EL High 9950 GVWF	F4U			
T - 350 HD 148" WB El HIgh 10360 GVW	S4U			
Transit Wagon				
T - 150 130" WB Low Roof XL Swing - Ou	K1Z			
T - 150 130" WB Low rRoof XL Sliding RH	K1Y			
T - 150 130" WB Medium Roof XL Sliding	K1C			
T - 350 148" WB Low Roof XL Swing - Ou	X2Z			
T - 350 148" WB Low Roof XL Sliding RH	X2Y			

T - 350 148" WB Medium Roof XL Sliding	X2C			
T - 350 148" WB High Roof XL Sliding RH	X2X			
T - 350 148" WB EL High Roof XL Sliding	U4X			
Transit Cutaway				
T - 250 SRW 138" WB 9000 GVWR	R5P			
T - 250 SRW 156" WB 9000 GVWR	R7P			
T - 350 SRW 138" WB 9500 GVWR	W5P			
T - 350 SRW 156" WB 9500 GVWR	W7P			
T - 350 DRW 138" WB 9950 GVWR	F6P			
T - 350 DRW 138" WB 10360 GVWR	S6P			
T - 350 DRW 156" WB 9950 GVWR	F8P			
T - 350 DRW 156" WB 10360 GVWR	S8P			
T - 350 DRW 178" WB 9950 GVWR	F9P			
T - 350 DRW 178" WB 10360 GVWR	S9P			
Transit Chassis Cab				
T - 250 SRW 138" WB 9000 GVWR	R5Z			
T - 250 SRW 156" WB 9000 GVWR	R7Z			
T - 350 SRW 138" WB 9500 GVWR	W5Z			
T - 350 SRW 156" WB 9500 GVWR	W7Z			
T - 350 DRW 138" WB 9950 GVWR	F6Z			
T - 350 DRW 138" WB 10360 GVWR	S6Z			
T - 350 DRW 156" WB 9950 GVWR	F8Z			
T - 350 DRW 156" WB 10360 GVWR	S8Z			
T - 350 DRW 178" WB 9950 GVWR	F9Z			
T - 350 DRW 178" WB 10360 GVWR	S9Z			
E - Series Cutaway				
E - 350 SRW 138" WB	E3F			
E - 450 DRW 158" WB	E4F			
Stripped Chassis				
E - Series E - 350 138" WB	E3K			

E - Series E - 450 158" WB	E4K			
F - 53 Motorhome Stripped Chassis	F5D			
F - 59 Commercial Stripped Chassis	F5K			
F - 150 Pick Up Trucks				
XL 2WD Regular Cab 6.5' Box	F1C			
XL 2WD Super Cab 6.5' Box	X1C			
XL 2WD Super Crew 5.5' Box	W1C			
XL 4WD Regular Cab 6.5' Box	F1E			
XL 4WD Super Cab 6.5' Box	X1E			
XL 4WD Super Crew 5.5' Box	W1E			
Raptor 4WD Super Crew 5.5' Box	W1R			
Raptor 4WD Super Cab 5.5' Box	X1R			
F - 250 Super Duty Trucks				
XL 2WD Regular Cab 8' Box	F2A			
XL 2WD Super Cab 6.75' Box	X2A			
XL 2WD Crew Cab 6.75' Box	W2A			
XL 4WD Regular Cab 8' Box	F2B			
XL 4WD Super Cab 6.75' Box	X2B			
XL 4WD Crew Cab 6.75' Box	W2B			
F - 350 Super Duty Trucks				
XL 2WD Regular Cab 8' Box SRW	F3A			
XL 2WD Super Cab 6.75' Box SRW	X3A			
XL 2WD Crew Cab 6.75' Box SRW	W3A			
XL 4WD Regular Cab 8' Box SRW	F3B			
XL 4WD Super Cab 6.75' Box SRW	X3B			
XL 4WD Crew Cab 6.75' Box SRW	W3B			
XL 2WD Regular Cab 8' Box DRW	F3C			
XL 2WD Super Cab 8' Box DRW	X3C			
XL 2WD Crew Cab 8' Box DRW	W3C			

XL 4WD Regular Cab 8' Box DRW	F3D			
XL 4WD Super Cab 8' Box DRW	X3D			
XL 4WD Crew Cab 8' Box DRW	W3D			
F - 450 DRW Super Duty Trucks				
XL 4WD Crew Cab 8' Box	W4D			
F - 350 Chassis Cab Super Duty SRW				
XL 2WD Regular Cab 145" WB 60" CA	F3E			
XL 2WD Super Cab 168" WB 60" CA	X3E			
XL 2WD Crew Cab 179" WB 60" CA	W3E			
XL 4WD Regular Cab 145" WB 60" CA	F3F			
XL 4WD Super Cab 168" WB 60" CA	X3F			
XL 4WD Crew Cab 179" WB 60" CA	W3F			
F - 350 Chassis Cab Super Duty DRW				
XL 2WD Regular Cab 145" WB 60" CA	F3G			
XL 2WD Super Cab 168" WB 60" CA	X3G			
XL 2WD Crew Cab 179" WB 60" CA	W3G			
XL 4WD Regular Cab 145" WB 60" CA	F3H			
XL 4WD Super Cab 168" WB 60" CA	X3H			
XL 4WD Crew Cab 179" WB 60" CA	W3H			
F - 450 Chassis Cab Super Duty DRW				
XL 2WD Regular Cab 145" WB 60" CA	F4G			
XL 2WD Super Cab 168" WB 60" CA	X4G			
XL 2WD Crew Cab 179" WB 60" CA	W4G			
XL 4WD Regular Cab 145" WB 60" CA	F4H			
XL 4WD Super Cab 168" WB 60" CA	X4H			
XL 4WD Crew Cab 179" WB 60" CA	W4H			
F - 550 Chassis Cab Super Duty DRW				
XL 2WD Regular Cab 145" WB 60" CA	F5G			
XL 2WD Super Cab 168" WB 60" CA	X5G			
XL 2WD Crew Cab 179" WB 60" CA	W5G			
XL 4WD Regular Cab 145" WB 60" CA	F5H			

XL 4WD Super Cab 168" WB 60" CA	X5H		
XL 4WD Crew Cab 179" WB 60" CA	W5H		
MEDIUM DUTY			
F650	F6A	X6A	W6A
	F6B	X6B	W6B
	F6C	X6D	W6D
	F6D	X6E	W6E
	F6E	X6T	W6T
	F6T		
F750	F7A	X7A	W7A
	F7D	X7D	W7D
	F7T	X7T	W7T
LINCOLN	Body		
MKT	Code		
3.7L FWD	J5F		
3.7L AWD w/Limo PKG	J5L		
3.7L AWD w/Livery PKG	J5N		
3.5L AWD Elite	J5A		
MKX			
Premiere FWD	J6J		
Select FWD	L6K		
Revserve FWD	J6L		
Black Label FWD	J7J		
Premiere AWD	J8J		
Select AWD	J8K		
Revserve AWD	J8L		
Black Label AWD	J9J		
Lincoln Continental			
Continental Premiere FWD	L9P		
Continental Livery FWD	L9U		
Continental Select FWD	L9S		

Continental Reserve FWD	L9R			
Continental Premiere AWD	L9V			
Continental Livery AWD	L9H			
Continental Select AWD	L9T			
Continental Reserve AWD	L9N			
MKC				
MKC 4dr Premier FWD	J1C			
MKC 4dr Select FWD	J2C			
MKC 4dr Reserve FWD	J3C			
MKC 4dr Black Label FWD	J4C			
MKC 4dr Premier AWD	J1D			
MKC 4dr Select AWD	J2D			
MKC 4dr Reserve AWD	J3D			
MKC 4dr Black Label AWD	J4D			
MKZ				
Premiere FWD	L5A			
Hybrid Premiere FWD	L5K			
Select FWD	L5C			
Hybrid Select FWD	L5L			
Reserve FWD	L5E			
Hybrid Reserve FWD	L5M			
Premiere AWD	L5B			
Select AWD	L5D			
Reserve AWD	L5F			
Navigator				
Select 2WD	L2H			
Reserve 2WD	J2K			
Select 4WD	J2J			
Reserve 4WD	J2L			

Navigator L				
Select 2WD	J3H			
Reserve 2WD	J3K			
Select 4WD	J3J			
Reserve 4WD	J3L			
GMC	Body			
Acadia	Code			
SLE FWD	TNB26			
SLE FWD	TNC26			
SLT FWD	TND26			
SLT FWD	TNE26			
Denali FWD	TNF26			
SLE AWD	TNJ26			
SLE AWD	TNK26			
SLT AWD	TNL26			
SLT AWD	TNM26			
Denali AWD	TNN26			
Acadia Limited				
Limited FWD	TR14526			
Limited AWD	TV14526			
Terrain				
SLE FWD	TLF26			
SLE FWD	TLH26			
SLT FWD	TLJ26			
SLE AWD	TLG26			
SLE AWD	TLK26			
SLT AWD	TLM26			
Yukon				
SLE 2WD	TC15706			
SLE 4WD	TK15706			

Yukon XL				
SLE 2WD	TC15906			
SLE 4WD	TK15906			
Canyon				
Ext Cab 128.3" 2WD (2VL)	T2M53			
Ext Cab 128.3" 2WD SLE (2LE)	T2N53			
Ext Cab 128.3" 2WD SLT (2LT)	T2P53			
Crew Cab 128.3" 2WD (2VL)	T2M43			
Crew Cab 128.3" 2WD SLE (2LE)	T2N43			
Crew Cab 128.3" 2WD SLT (2LT)	T2P43			
Crew Cab 140.5" 2WD	T2T43			
Crew Cab 140.5" 2WD SLE	T2U43			
Crew Cab 140.5" 2WD SLT	T2V43			
Sierra 1500 Light Duty Pickup				
2WD Base Regular Cab 119.0" WB	TC15703			
2WD Base Regular Cab 133.0" WB	TC15903			
2WD Base Double Cab 143.5"WB	TC15753			
2WD Base Crew Cab 143.5" WB	TC15543			
2WD Base Crew Cab 153.0" WB	TC15743			
4WD Base Regular Cab 119.0" WB	TK15703			
4WD Base Regular Cab 133.0" WB	TK15903			
4WD Base Double Cab 143.5" WB	TK15753			
4WD Base Crew Cab 143.5" WB	TK15543			
4WD Base Crew Cab 153.0" WB	TK15743			
Sierra 2500 Heavy Duty				
2WD Base Regular Cab 133.6" WB	TC25903			
2WD Base Double Cab 144.2"	TC25753			
2WD Base Double Cab 158.1" WB	TC25953			
2WD Base Crew Cab 153.7" WB	TC25743			
2WD Base Crew Cab 167.7" WB	TC25943			

4WD Base Regular Cab 133.6" WB	TK25903			
4WD Base Double Cab 144.2" WB	TK25753			
4WD Base Double Cab 158.1" WB	TK25953			
4WD Base Crew Cab 153.7" WB	TK25743			
4WD Base Crew Cab 167.7" WB	TK25943			
Sierra 3500 Heavy Duty				
2WD Base Regular Cab 133.6" WB	TC35903			
2WD Base Double Cab 158.1" WB	TC35953			
2WD Base Crew Cab 153.7" WB	TC35743			
2WD Base Crew Cab 167.7" WB	TC35943			
4WD Base Regular Cab 133.6" WB	TK35903			
4WD Base Double Cab 158.1" WB	TK35953			
4WD Base Crew Cab 153.7" WB	TK35743			
4WD Base Crew Cab 167.7" WB	TK35943			
Sierra 3500 HD Chassis Cabs				
2WD Base Regular Cab 137.5" WB 59.06	TC36003			
2WD Base Regular Cab 162" WB 83.58"	TC36403			
2WD Base Crew Cab 171.5" WB 59.06"C	TC36043			
4WD Base Regular Cab 137.5" WB 59.06	TK36003			
4WD Base Regular Cab 162" WB 83.58"	TK36403			
4WD Base Crew Cab 171.5" WB 59.06" C	TK36043			
Savana Passenger Van				
LS 2500 RWD 135" WB	TG23406			
LS 3500 RWD 135" WB	TG33406			
LS 3500 RWD 155" WB	TG33706			
Savana Commercial Cutaway Van				
3500 Base 1WT 139" WB	TG33503			
3500 Base 1WT 159" WB	TG33803			
3500 Base 1WT 177" WB	TG33903			

Savana Cargo Van				
2500 Base 1WT RWD 135" WB	TG23405			
2500 Base 1WT RWD 155" WB	TG23705			
3500 Base 1WT RWD 135" WB	TG33405			
3500 Base 1WT RWD 155" WB	TG33705			
JEEP	Body			
Jeep Compass	Code			
Sport FWD *	MKTE49			
Latitude FWD	MKTM49			
Sport 4X4 *	MKJE49			
Latitude 4X4	MKJM49			
Jeep Patroit				
Sport FWD *	MKTE74			
Latitude FWD *	MKTM74			
Sport 4X4 *	MKJE74			
Latitude 4X4	MKJM74			
Jeep Cherokee				
Sport FWD	KLTL74			
Latitude FWD	KLTM74			
Limited FWD	KLTP74			
Overland FWD	KLTS74			
Sport 4X4	KLJL74			
Latitude 4X4	KLJM74			
Limited 4X4	KLJP74			
Trailhawk 4X4	KLJH74			
Overland 4X4	KLJS74			
Jeep Grand Cherokee				
Laredo 4X2	WKTH74			
Limited 4X2	WKTP74			
Overland 4X2	WKTS74			
Summit 4X2	WKTT74			

Laredo 4X4	WKJH74			
Limited 4X4	WKJP74			
Trailhawk 4x4	WKJR74			
Overland 4X4	WKJS74			
Summit 4X4	WKJT74			
SRT 4x4	WKJX74			
Jeep Renegade				
Sport FWD *	BUTL74			
Latitude FWD *	BUTM74			
Limited FWD	BUTP74			
Sport 4x4	BUJL74			
Latitude 4x4 *	BUJM74			
Trailhawk 4x4	BUJH74			
Limited 4x4	BUJP74			
Jeep Wrangler				
Sport 4X4 *	JKJL72			
Sahara 4X4 *	JKJP72			
Rubicon 4X4 *	JKJS72			
Jeep Wrangler Unlimited				
Sahara 4X4 *	JKJP74			
Rubicon 4X4 *	JKJS74			
Sport 4X4 (RHD)	JKUM74			
NISSAN	Body			
Nissan Leaf	Code			
S Hatchback	17017			
SL Hatchback	17217			
SV Hatchback	17117			
Nissan Versa Sedan				
SV CVT	11217			

SL CVT	11317			
Versa Note				
SV CVT	11617			
SR CVT	11717			
SL CVT	11817			
Sentra				
S CVT	12017			
SR Turbo CVT	12417			
SV CVT	12117			
SR CVT	12217			
NISMO CVT	12517			
SL CVT	12317			
Altima				
2.5 liter I4 CVT	13017			
S 2.5 liter I4 CVT	13117			
SR 2.5 liter I4 CVT	13217			
SV 2.5 liter I4 CVT	13317			
SL 2.5 liter I4 CVT	13417			
SR 3.5 liter V6 CVT	13517			
SL 3.5 liter V6 CVT	13617			
Maxima				
S 3.5L V6 CVT	16117			
SV 3.5L V6 CVT	16217			
SL 3.5L V6 CVT	16317			
SR 3.5L V6 CVT	16417			
Platinum 3.5L V6 CVT	16517			
Juke				
S FWD	21117			
SV FWD	21317			
SL FWD	21517			
S AWD	21017			

SV AWD	21217			
SL AWD	21417			
NISMO AWD	21617			
NISMO RS AWD	21817			
Armada				
SV 4x2	26117			
SL 4x2	26317			
Plantinum 4x2	26517			
SV 4x4	26217			
SL 4x4	26417			
Plantinum 4x4	26617			
Rogue				
S FWD	22117			
SV FWD	22317			
SL FWD	22517			
SV Hybrid FWD	22717			
SL Hybrid FWD	22917			
S AWD	22217			
SV AWD	22417			
SL AWD	22617			
SV Hybrid AWD	22817			
SL Hybrid AWD	22017			
Murano				
2017.5 S FWD	24117			
2017.5 SV FWD	24317			
2017.5 SL FWD	24517			
2017.5 Platinum FWD	24717			
S FWD	23117			
SV FWD	23317			
SL FWD	23517			
Platinum FWD	23717			

2017.5 S AWD	24017			
2017.5 SV AWD	24217			
2017.5 SL AWD	24417			
2017.5 Platinum AWD	24617			
S AWD	23017			
SV AWD	23217			
SL AWD	23417			
Platinum AWD	23617			
Pathfinder				
S FWD	25117			
SV FWD	25317			
SL FWD	25517			
Platinum FWD	25717			
S 4X4	25017			
SV 4X4	25217			
SL 4X4	25417			
Platinum 4X4	25617			
Quest				
S CVT	44117			
SV CVT	44217			
SL CVT	44317			
Platinum CVT	44417			
Frontier King Cab				
SV 4X2	31317			
SV V6 4X2	31517			
SV V6 4X4	31217			
PRO-4X 4X4	31417			
Desert Runner 4X2	31717			
Frontier Crew Cab				
SV 4x2	32317			
Desert Runner 4x2	32517			
SV LWB 4x2	33117			

SL 4x2	32717			
SL 4x4	32617			
SV 4X4	32217			
SV LWB 4x4	33217			
Pro-4X 4x4	32417			
SL LWB 4x4	33417			
Titan 4x2				
S Crew Cab 4x2	38117			
SV Crew Cab 4x2	38317			
SL Crew Cab	38517			
Platinum Reserve Crew Cab 4x2	38717			
S King Cab 4X2	37117			
SV King Cab 4X2	37317			
Titan 4x4				
S Crew Cab 4x4	38017			
SV Crew Cab 4x4	38217			
Pro-4X Crew Cab 4x4	38417			
SL Crew Cab 4x4	38617			
Platinum Reserve Crew Cab 4x4	38817			
S King Cab 4X4	37017			
SV King Cab 4X4	37217			
Pro-4X King Cab 4x4	37417			
Titan XD Gas Single Cab				
S 4x2	54117			
SV 4x2	54317			
S 4x4	54017			
SV 4x4	54217			
Titan XD Diesel Single Cab				
S 4x2	51117			
SV 4x2	51317			
S 4x4	51017			
SV 4x4	51217			

Titan XD Gas Crew Cab				
S 4x2	53117			
SV 4x2	53317			
SL 4x2	53517			
Platinum Reserve 4x2	53717			
S 4x4	53017			
SV 4x4	53217			
PRO-4X 4x4	53417			
SL 4x4	53617			
Platinum Reserve 4x4	53817			
Titan XD Diesel Crew Cab				
S 4x2	56117			
SV 4x2	56317			
SL 4x2	56517			
Platinum Reserve 4x2	56717			
S 4x4	56017			
SV 4x4	56217			
PRO-4X 4x4	56417			
SL 4x4	56617			
Platinum Reserve 4x4	56817			
Titan XD Gas King Cab				
S 4x2	52017			
SV 4x2	52317			
S 4x4	52117			
SV 4x4	52217			
PRO - 4X 4x4	52417			
Titan XD Diesel King Cab				
S 4x2	55017			
SV 4x2	55317			
S 4x4	55117			
SV 4x4	55217			
PRO-4X 4x4	55417			

NISSAN COMMERCIAL	Body		
Nissan Commercial Vehicles	Code		
NV 200 Taxi			
NV 200 Taxi I4	67017		
NV 200 Compact Cargo			
NV 200 SV 2.0L I4 CVT	67217		
NV Cargo - Standard Roof			
NV Cargo 1500 Standard Roof S 4.0L V6	60117		
NV Cargo 1500 Standard Roof SV 4.0L V	60217		
NV Cargo 2500 Standard Roof S 4.0L V6	61117		
NV Cargo 2500 Standard Roof SV 4.0L V	61217		
NV Cargo 2500 Standard Roof SL 4.0L V6	61317		
NV Cargo 2500 Standard Roof S 5.6L V8	61417		
NV Cargo 2500 Standard Roof SV 5.6L V	61517		
NV Cargo 2500 Standard Roof SL 5.6L V8	61617		
NV Cargo 3500 Standard Roof S 5.6L V8	61717		
NV Cargo 3500 Standard Roof SV 5.6L V	61817		
NV Cargo 3500 Standard Roof SL 5.6L V8	61917		
NV Cargo - High Roof			
NV 2500 High Roof S 4.0L V6 A/T	62117		
NV 2500 High Roof SV 4.0L V6 A/T	62217		
NV 2500 High Roof SL 4.0L V6 A/T	62317		
NV 2500 High Roof S 5.6L V8 A/T	62417		
NV 2500 High Roof SV 5.6L V8 A/T	62517		
NV 2500 High Roof SL 5.6L V8 A/T	62617		
NV 3500 High Roof S 5.6L V8 A/T	62717		
NV 3500 High Roof SV 5.6L V8 A/T	62817		
NV 3500 High Roof SL 5.6L V8 A/T	62917		

NV Passenger V6				
S V6	65117			
SV V6	65217			
NV Passenger V8				
S V8	65317			
SV V8	65417			
SL V8	65517			
Gem Passenger Vehicles (eletric)				
GEM e-2				
GEM E-4				
GEM E-6				
Utility Vehicle (Electric)				
GEM eL XD				
GEM eM 1400				
GEM eM 1400 LSV				
Polaris Gas				
Polaris M 1400 (gas)				

Legislation Details (With Text)

File #:	17-493	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	11/30/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Ordinance No. 12-2017/ 1st Reading: Amending Appendix A-Zoning of the Cocoa Code of Ordinances, and prohibiting medical marijuana treatment center dispensing facilities from locating within the City. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-2017 Medical Marijuana Ban				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 30, 2017
Agenda Date: December 12, 2017
Prepared By: Anthony A. Garganese, City Attorney
Through: City Manager's Office
Requested Action:
Approve the First reading of Ordinance No. 12-2017, amending Appendix A-Zoning of the Cocoa Code of Ordinances, and prohibiting medical marijuana treatment center dispensing facilities from locating within the City.

BACKGROUND:

On January 24, 2017, in Ordinance No. 18-2016, the City Council adopted a temporary moratorium prohibiting any and all medical cannabis activities within the jurisdictional limits of the City of Cocoa during the moratorium period, which expired on October 21, 2017. In conjunction with the moratorium, the City Council directed City staff, in consultation with the City Attorney, to develop proposed land development regulations and other recommendations regarding such cannabis related activities. However, given the intervening enactment of amendments to section 381.986, Florida Statutes, the City Council unanimously gave preliminary direction to the City Manager, City Attorney's Office, and the Community Services Department to prepare an ordinance prohibiting medical marijuana treatment center dispensing facilities in the City. Senate Bill 8-A contained preemption provisions regarding dispensing facilities of medical marijuana treatment centers, providing that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality. However, a municipality that does not ban dispensing facilities may not place specific limits on the number of dispensing facilities that may locate in the municipality and, further, may not enact ordinances for permitting or determining the location of dispensing facilities which are more restrictive than its

ordinances permitting or determining the locations for pharmacies licensed under chapter 465, Florida Statutes.

1. On January 24, 2017, the City Council adopted Ordinance No. 18-2016, imposing a temporary moratorium on any and all medical cannabis activities within the jurisdictional limits of the City of Cocoa during the moratorium period.

2. The temporary moratorium expired on October 21, 2017.

3. Subsequent to the adoption of Ordinance No. 18-2016, the Florida Legislature held a special session at which the Legislature enacted SB 8-A (including amendments to Section 381.986, Florida Statutes), which

was intended to implement Article X, Section 29 of the Florida Constitution (commonly known as "Amendment 2"). SB 8-A was signed by Governor Scott on June 23, 2017, and became effective immediately.

4. With respect to regulating the location of dispensing facilities of medical marijuana treatment centers, Section 381.986, Florida Statutes, substantially changes the manner in which municipalities can regulate the location of dispensing facilities of medical marijuana treatment centers. Specifically, Section 381.986, Florida Statutes now contains a preemption provision regarding dispensing facilities of medical marijuana treatment centers, providing that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality.

5. However, a municipality that does not ban dispensing facilities may not place specific limits on the number of dispensing facilities that may locate in the municipality and, further, may not enact ordinances for permitting or determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465, Florida Statutes.

6. Therefore, at least with respect to enacting zoning laws regulating the location of dispensing facilities within the jurisdictional limits of the City of Cocoa, Section 381.986, Florida Statutes, appears to provide a "binary choice" for the City Council to consider. The City Council can either: (i) ban medical marijuana treatment center dispensing facilities, or (ii) treat such facilities like pharmacies for purposes of determining permitted locations.

7. Currently, the City of Cocoa zoning regulations expressly allow traditional pharmacies (drug and sundry stores) to be located within: R-P Residential Professional District; P-S Professional, Offices and Services District; C-R Restricted Commercial District; C-N Neighborhood Commercial District; C-G General Commercial District; CBD Central Business District; C-W Wholesale Commercial District; M-I Light Industrial and Warehouse District; UMD Urban Mixed Use District; and the Cocoa Waterfront Overlay District (Uptown Neighborhood CBD, South of the Village CBD, South End CBD, Waterfront CBD, Cocoa Village CBD, North of the Village C-G, King Willard CBD Sub districts).

8. On October 10, 2017, the City Manager, City Attorney's Office, and Community Services Department requested direction from the City Council to determine whether it would like to (i) allow the temporary moratorium to expire, which would allow dispensing facilities to locate in the City in the same manner as pharmacies; (ii) ban medical marijuana treatment center dispensing facilities within the City's jurisdictional boundaries; or (iii) extend the temporary moratorium. The City Council unanimously requested that the City Attorney's Office prepare an ordinance to prohibit medical marijuana treatment

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center dispensing facilities in the City for recommendation by the Planning and Zoning Board.

9. The Planning and Zoning Board recommended approval of Ordinance No. 12-2017, prohibiting medical marijuana treatment center dispensing facilities in the City, at a special meeting on October 26, 2017.

10. Upon final adoption of this Ordinance, the City Council could revisit this matter at a later date if circumstances and the parameters and limited options under the current statutory preemption change, or Council directs that staff reevaluates the City's overall regulatory scheme related to pharmacies in light of limited statutory scheme related to medical marijuana treatment centers .

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A There is no direct fiscal impact related to the City Council's consideration of this Agenda Item.

PREVIOUS ACTION:

The City Council at its January 24, 2017 meeting, approved a temporary moratorium on medical cannabis activities in the City of Cocoa, which expired October 21, 2017. The City Council unanimously requested the City Attorney's Office to prepare an ordinance prohibiting medical marijuana treatment center dispensing facilities in the city at its October 10, 2017 meeting. The Planning and Zoning Board recommended approval of this ordinance at its October 26, 2017 special meeting

RECOMMENDED MOTION:

Approve the First reading of Ordinance 12-2017, amending Appendix A-Zoning of the Cocoa Code of Ordinances, and prohibiting medical marijuana treatment center dispensing facilities from locating within the City

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ORDINANCE NO. 12-2017

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

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, on January 24, 2017, the City Council of the City of Cocoa adopted Ordinance No. 18-2016, which established a temporary moratorium on medical cannabis activities within the jurisdictional limits of the City during the moratorium period, which shall expire on October 21, 2017; and

WHEREAS, subsequent to the adoption of the temporary moratorium, the Florida Legislature passed SB 8-A, amending section 381.986, Florida Statutes, in the 2017 Special Session, which was approved by the Governor and became effective immediately on June 23, 2017; and

WHEREAS, SB 8-A implements Article X, Section 29 of the Florida Constitution (commonly known as "Amendment 2") and further contains specific preemption provisions regarding dispensary facilities of medical marijuana treatment centers; and

WHEREAS, specifically, SB 8-A provides that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality, but that a municipality that does not ban dispensing facilities may not place specific limits either on the number of dispensing facilities that may locate in the municipality and, further, may not enact ordinances for permitting or determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465, Florida Statutes; and

WHEREAS, the City Council determines that it must update its ordinances relating to medical marijuana treatment center dispensing facilities to comply with state law; and

WHEREAS, without an ability to regulate the number, location and distance requirements of medical marijuana treatment center dispensing facilities in a manner different from licensed

pharmacies, apart from distance from schools, which is set at 500 feet per state law, the City is unable to promote the public health, safety, and general welfare of its citizens; and

WHEREAS, the City Council determines that it is in the best interests of the public health, safety and welfare of the citizens of the City of Cocoa to ban medical marijuana treatment center dispensing facilities from being located within the boundaries of the City; and

WHEREAS, the City Council unanimously directed that the City Attorney prepare an ordinance to impose a ban on medical marijuana treatment center dispensing facilities in the City pursuant to Section 381.986(11)(b), Florida Statutes, at its regular city council meeting on October 10, 2017.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. Code Amendment. The City of Cocoa Code of Ordinances, Appendix A - Zoning, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A - Zoning. It is intended that the text in Appendix A - Zoning denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A – ZONING

*** * ***

ARTICLE V. – DEFINITIONS

For the purpose of this ordinance, certain terms or words used herein shall be interpreted as follows:

*** * ***

MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITY. A facility of a medical marijuana treatment center, as that term is defined in s. 29, Art. X of the Florida State Constitution, which dispenses marijuana, products containing marijuana, related supplies or educational materials to qualifying patients or their personal caregivers, as defined in s. 29, Art. X of the Florida State Constitution and section 381.986, Florida Statutes, but shall not include facilities growing, cultivating or processing marijuana or derivative products.

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 31. – Medical Marijuana Treatment Center Dispensing Facilities.

Medical marijuana treatment center dispensing facilities shall be prohibited from locating in any district of the City. The City will not accept, process or approve any request or application for a development order, building permit, or other approval associated with a proposed medical marijuana treatment center dispensing facility.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2017.

_____

HENRY U. PARRISH, Mayor

ATTEST:

_____

CARIE SHEALY, CMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Legislation Details (With Text)

File #:	17-506	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/17/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	City Council direction regarding an agreement for Professional Services between the City of Cocoa and Alcalde & Fay, LTD. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Termination of Contract.pdf Agreement for Professional Services.pdf 09_03_14S.pdf January 25, 2005-Item VIII.1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 17, 2017
Agenda Date: December 12, 2017
Prepared By: Carie Shealy, City Clerk
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:

City Council direction regarding an agreement for Professional Services between the City of Cocoa and Alcalde & Fay, LTD.

BACKGROUND:

The City of Cocoa has utilized the services of Alcalde & Fay, LTD for various federal lobbying services since 2005. The City has had a long standing relationship with them, however, in September, 2017 the City terminated its contract due to continued rising costs.

Alcalde & Fay consults and advises the City, as requested on the issues below:

1-Developing strategies to obtain and maximize funding for public works, transportation infrastructure, water resources, and housing programs

2-Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies

3-Securing appropriate authorizations and funding from the United States Congress and

Federal agencies to implement the City's projects

4-Maintaining direct and frequent contact with key United States Senators and Representatives

5-Advocating City interests during the United States legislative and regulatory process; and

6-Providing the City with a written report of activities and attending City meetings upon the City's written request.

Additionally, Alcalde & Fay focuses heavily on grant opportunities for communities, and specializes in earmarking funds directly to local governments for specific purposes after bills that provide discretionary spending allocations for its federal programs have been approved. They also provide Monthly Legislative Notifications, Regulatory Notifications and research and compile grant funding opportunities potentially available to the City of Cocoa. In the past, prior to the end of earmark appropriations they coordinated "Fly-In" trips to Washington, DC to meet with our federal representatives as well as federal agency representatives.

Alcalde & Fay's advocacy on behalf of Cocoa has resulted in the following funding awards:

$600,000 reconstruction of Dixon Boulevard (Earmark Appropriation)
$400,000 extension of Industry Road (Earmark Appropriation)
$37,299 Energy Efficient Retrofit Project under Florida Agriculture & Consumer Services grant - total project w/match - $75,000

Total federal funding: **$1,037,299**

In addition to the above, they have reviewed certain grant applications on behalf of the City prior to submittal.

Immediately following the impacts of Hurricane Irma, the City reached out to Alcalde & Fay for assistance in providing advocacy services regarding FEMA declaration and coordinating and advocating the City's concerns with the City's federal delegation.

In 2018, it is expected the 115th Congress, 2nd Session will consider an infrastructure bill to provide for investments in road, bridge, water, power, internet, and other "infrastructure." Additionally, there may be supplemental disaster assistance and pre-disaster mitigation legislation along with economic development initiatives to support manufacturing, small business, and job training.

Staff is currently looking for direction from City Council as to whether they wish to continue with the termination of services provided by Alcalde & Fay, LTD, or if they would like staff to negotiate further terms.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability - additional financial resources through federal support would reduce the reliance on local revenue sources for capital projects/equipment.

BUDGETARY IMPACT:

Beginning in FY2005, the City engaged the services of Alcalde & Fay at an amount of $40,000 and beginning in FY2006 the amount was increased to $60,000 (plus de minimis administrative expenses); and due to budgetary constraints that amount was reduced to $48,000 in FY2014, and since FY2015 it was reduced and remained until FY2017 at $24,000 annually (plus de minimis administrative expenses).

Due to continued budgetary constraints it was discussed and determined the services were no longer warranted, and thus they were not included in the FY2018 Budget. To re-engage the firm, the FY2018 Budget would be required to be amended.

PREVIOUS ACTION:

At a Special City Council meeting held on September 3, 2014 it was a consensus of Council to budget $24,000 for the services of Alcalde & Fay. At the FY2018 Budget Priorities Workshop it was discussed with City Council and consensus was to terminate the contract at the end of FY2017.

RECOMMENDED MOTION:

Provide direction to staff regarding an agreement for Professional Services between the City of Cocoa and Alcalde & Fay, LTD.

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

August 30, 2017

Alcalde & Fay, LTD.
2111 Wilson Blvd., 8th Floor
Arlington, VA 22201

Reference: Agreement for Professional Services Between the City of Cocoa and Alcalde & Fay, LTD.
(Termination of Contract)

Dear Mr. Bafalis:

This is to notify you that we have elected to terminate the above written contract with you, effective September 30, 2017, in accordance with the terms and provisions of the contract which states on Page 2, Section E, that a 30 day's written notice must be provided for termination with or without cause.

You may contact us at the above address if you have any questions. We can also be contacted by phone at (321) 433-8660 or email: jtitkanich@cocoafl.org.

Sincerely,

John A. Titkanich, Jr., AICP, ICMA-CM
City Manager

c: John Titkanich, City Manager
Matt Fuhrer, Assistant City Manager
Teri Butler, Finance Director
Sonja Hamilton-Suarez, Purchasing Manager
Tammy Eastburn, Procurement Card Coordinator

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF COCOA AND
ALCALDE AND FAY, LTD.

The following is an agreement between the City of Cocoa, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as 'CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation infrastructure, water resources, housing and Federal grant programs; and

WHEREAS, in the judgment of the City Council, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with public works, transportation infrastructure, water resources, housing and Federal grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise, as requested, on public works, transportation infrastructure, water resources, housing and Federal grant programs, including but not limited to:

1. Developing strategies to obtain and maximize funding for public works, transportation infrastructure, water resources and housing programs.
2. Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies;
3. Securing appropriate authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
4. Maintaining direct and frequent contact with key United States Senators and Representatives;
5. Advocating CITY interests during the United States legislative and regulatory process;
6. Providing the CITY with a written report of activities and attending CITY meetings upon the CITY'S written request.

B. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall not exceed $2,000.00 per month. CONTRACTOR shall submit the monthly $2,000.00 fee invoice at the first of each month, beginning on October 1, 2014. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a monthly basis. All travel expenses will be incurred only following written approval by the City Manager.

C. KEY PERSONNEL: CONTRACTOR has represented to CITY that CITY will have Maurice Kurland, Jim Davenport, and L.A. "Skip" Bafalis, principals of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

B. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.

C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: Mr. Jon Titkanich
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

CONTRACTOR: ALCALDE & FAY, LTD.
2111 WILSON BLVD., 8TH FLOOR
ARLINGTON, VA 22201
(703) 841-0626

D. NON-DISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

E. TERM OF AGREEMENT: This Agreement shall become effective on __October 1, 2014 and shall terminate upon 30 day's written notice by either party with or without cause.

F. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

G. PUBLIC RECORD: The parties understand that any record, document, computerized information and program, audio, or video tape, or other writing completed by the CONTRACTOR related directly or indirectly to the Agreement is a public record pursuant to Chapter 119, Florida Statutes, whether in the possession or control of the CITY or the CONTRACTOR. Such public records may not be destroyed without the specific written approval of the Mayor. Upon request by the CITY, the CONTRACTOR shall promptly supply copies of said public records to the CITY. Nothing contained in this paragraph shall require the disclosure of information that is exempt from public records disclosure pursuant to state or federal law.

H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a

mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the City of Cocoa. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

I. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Brevard County.

J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 27th day of October, 2014.

ATTEST:

n Clark, MMC
y Clerk

CITY OF COCOA

By: John A. Titkanich, Jr.
City Manager

WITNESSES:

ALCALDE AND FAY, LTD.

By:

MINUTES

SPECIAL MEETING OF THE CITY COUNCIL

September 3, 2014 – 6:00 p.m.

A Special Meeting of the Cocoa City Council was held on Wednesday, September 3, 2014, at 6:00 p.m. in City Council Chambers, 65 Stone Street, Cocoa, Florida. The purpose of the special meeting was to consider a proposed millage rate and budget for Fiscal Year 2014-2015.

I. OPENING MATTERS:

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

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

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Clarence Whipple, Jr.	Deputy Mayor
	Don Boisvert	Councilman
	Tyler Furbish	Councilman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney (arrived 6:30 p.m.)
	John A. Titkanich, Jr.	City Manager
	Joan Clark	City Clerk

STAFF PRESENT: Micki Abdi, Assistant City Manager/Finance Director; Tom Redmond, Acting Fire Chief; Steve Belden, Community Services Director; Michael Cantaloupe, Chief of Police; Jack Walsh, Utilities Director; Ed Wegerif, Public Works Director; Teri Butler, Finance Manager; Lisa Jones, Budget Administrator; Matt Fuhrer, Special Assistant to the City Manager.

II. PUBLIC HEARINGS:

1. Review of FY15 millage options and approval of Resolution No. 2014-098 tentatively adopting a proposed millage rate of 5.9790 mills for the City of Cocoa for the Fiscal Year commencing on October 1, 2014.

Mr. Titkanich advised that the budget received by City Council did not reflect the revenue reduction due to the suspension of the utility rate increase.

Councilman Furbish noted that people seem to have misunderstood what was done with regard to the annual water rate increase.

Mr. Titkanich explained that the City's budget is affected if there is a delay in a project. Mr. Walsh and his engineering staff worked hard and entered a budget in May in anticipation of projects. One month of constant rain affected utility projects in process. Until the City receives audited numbers re: revenues and expenses, and trues-up projects, staff recommended to Council that the 5% rate increase be suspended until after the audit to make sure the increase is merited.

Mr. Titkanich believed things will be fine for six months, and noted that rates will be raised at the appropriate time if needed.

Councilman Furbish pointed out that people were looking to hear that the City was not raising rates on October 1st. Ms. Abdi clarified that although the water rates would not go up, there would be a rate increase for garbage.

Mr. Titkanich provided a power point presentation on the FY 2015 tentative millage rate. (See Exhibit A to Minutes)

Mayor Parrish opened the hearing to the public.

Mr. Wilt Wagner, President of the Barkley Square Condominium Association, commended the improved "housekeeping" around the City of Cocoa. He advised that they had six condominium associations that met regularly, and in budgeting for next year, the City's budget came up. He noted that when the associations set a budget, their residents hate when they come back and say they were wrong.

Mr. Titkanich advised Mr. Wagner that a 2.5% increase should be budgeted for water/sewer for the upcoming year.

Mr. Wagner asked what was happening with the garbage. Ms. Abdi advised that it was a CPI increase, probably about 3% to 4%.

There being no further comment from those in the assembly, Mayor Parrish closed the public portion of the hearing on the millage rate.

MOTION By Councilman Boisvert; Seconded by Deputy Mayor Whipple, to approve Resolution No. 2014-098 tentatively adopting a

proposed millage rate of 5.9790 mills for the City of Cocoa for the Fiscal Year commencing on October 1, 2014, and ending on September 30, 2015.

AYES: Parrish, Whipple, Boisvert, Furbish, and Warner

THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)

2. Review of FY15 tentative budget and approval of Resolution No. 2014-099 tentatively adopting a budget for the City of Cocoa for the Fiscal Year commencing on October 1, 2014, and ending on September 30, 2015.

   Mr. Titkanich continued with the Power Point presentation relating to the budget.

   Deputy Mayor Whipple asked if there was any way to put a number on the stormwater fund. Mr. Titkanich advised that for this year it was $1.1 million.

   (Mr. Garganese arrived in Chambers at this time - 6:30 p.m.)

   Mayor Parrish noted that employment had increased from 400 to 430 employees; the City was doing its part to employ.

   Discussion was held on body cameras for the Police Department. Mr. Titkanich advised that each officer would be assigned a specific body camera.

   Deputy Mayor Whipple stated he would like Council to be given a demonstration on what the body cameras would actually accomplish for the City and the officers. He questioned as to whether a written protocol for the operation of the units would be established. Mr. Titkanich advised that the Cocoa Police Department was an accredited agency and, as such, had to have policies for everything it did.

   Mayor Parrish asked if there was any more information available on the EOC/Fire Station. Mr. Titkanich responded in the negative, stating that he was trying to get a head start on it; he wanted to do what was right for the community.

   Discussion was held with regard to liability insurance. Mr. Titkanich advised that he would provide Council with additional information and noted that the agenda item for the renewal of the policy with the Florida League of Cities was scheduled for the second meeting in September.

Mr. Titkanich noted that the City had a long standing relationship with Alcalde & Fay, and noted that he had budgeted $12,000 for their services, but could bring it up to $24,000 if Council wished to retain their services.

Mr. Maurice Kurland, Alcalde & Fay, discussed the value of Cocoa's relationship with his firm. He noted that the landscape in Washington had changed and they had to focus on grant opportunities for communities (i.e. EOC, Community Center in Diamond Square, Health Care Center, trained workforce, etc.). He distributed a draft of a proposed schedule if members of Council chose to go to Washington.

It was the **CONSENSUS** of City Council to budget $24,000 for the services of Alcalde & Fay.

Mr. Titkanich pointed out that this year Council would adopt the CIP with the budget.

There were no members of the public in the audience present to speak on the budget.

MOTION By Councilman Boisvert; Seconded by Deputy Mayor Whipple, to approve Resolution No. 2014-099 tentatively adopting a budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2014, and ending on September 30, 2015.

AYES: Parrish, Whipple, Boisvert, Furbish, and Warner

THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)

Mr. Titkanich thanked all Directors and their staff for working diligently and responsibly in developing the budget.

III. ADJOURNMENT.

MOTION By Councilman Boisvert; Seconded by Councilwoman Warner, to adjourn.

AYES: Parrish, Whipple, Boisvert, Furbish, and Warner

THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)

The meeting adjourned at 7:34 p.m.

Henry U. Parrish III, Mayor

ATTEST:

Joan Clark, MMC, City Clerk

COCOA
FLORIDA

FY 2015 Budget Presentation

Special City Council Meeting
September 3, 2014

EXHIBIT A

[redacted]

COCOA
FLORIDA

- **Adopt a tentative millage rate for FY 2015**

- **Adopt a tentative budget for FY 2015**

- **Set 2nd Public Hearing – September 16, 2014 at 6:00pm at 65 Stone Street, Cocoa, FL 32922**

  - The City must have a balanced budget by October 1, 2014

❑ Step 1

- Adopt the FY 2015 City of Cocoa Tentative Millage Rate

Note: The tentative millage rate cannot exceed the millage rate of 5.9790 approved by City Council on July 22, 2014.

❑ Step 2

- Adopt the FY 2015 City of Cocoa Tentative Budget.

Fiscal Year	Valuation	% of Change
FY2004	$692,870,660	54.0%
FY2005	$759,117,370	9.6%
FY2006	$944,312,157	24.4%
FY2007	$1,135,066,352	20.2%
FY2008	$1,178,240,071	3.8%
FY2009	$1,168,009,451	-0.9%
FY2010	$1,035,010,399	-11.4%
FY2011	$912,474,743	-11.8%
FY2012	$797,666,368	-12.6%
FY2013	$767,343,524	-3.8%
FY2014	$775,765,766	1.1%
FY2015	$782,374,729	0.9%

Fiscal Year	Valuation	Millage	Ad Valorem Revenue	Revenue Variance from Previous Year	% of Change
FY2006	$944,312,157	4.8030	$4,384,375	$831,487	23%
FY2007	$1,135,066,352	4.5705	$5,029,198	$644,823	15%
FY2008	$1,178,240,071	4.4891	$5,145,088	$115,890	2%
FY2009	$1,168,009,451	4.4891	$5,052,309	($92,779)	(2%)
FY2010	$1,035,010,399	4.4891	$4,480,212	($572,097)	(11%)
FY2011	$912,474,743	4.9660	$4,371,564	($108,648)	(2%)
FY2012	$797,666,368	5.5813	$4,331,898	($39,666)	(1%)
FY2013	$767,343,524	5.9811	$4,435,865	$103,967	2%
FY2014	$775,765,766	5.9811	$4,516,795*	$80,930	2%

* FY 2014 represents Y-T-D collections.

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY14 –FY15 Revenue Variance
FY2014 Adopted Rate	$775,765,766	5.9811	$4,639,933	$4,407,936	
FY 2015 Proposed Millage					
Rolled-back Rate Proposed	$782,374,729	5.9790	$4,677,819	$4,443,928	$35,992

	Valuation	FY 2014 5.9811	*Valuation With .9% Increase	FY 2015 5.9790	*Valuation With 1.5% Increase (SOH)	FY 2015 5.9790
Single Family Residence	$100,000		$100,900		$101,500	
Less: Homestead	($50,000)		($50,000)		($50,000)	
= Taxable Value	$50,000	$299	$50,900	$304	$51,500	$308
Single Family Residence	$150,000		$151,350		$152,250	
Less: Homestead	($50,000)		($50,000)		($50,000)	
= Taxable Value	$100,000	$598	$101,350	$606	$102,250	$611
Single Family Residence	$200,000		$201,800		$203,000	
Less: Homestead	($50,000)		($50,000)		($50,000)	
= Taxable Value	$150,000	$897	$151,800	$908	$153,000	$915
Single Family Residence	$300,000		$302,700		$304,500	
Less: Homestead	($50,000)		($50,000)		($50,000)	
= Taxable Value	$250,000	$1,495	$252,700	$1,511	$254,500	$1,522

* Although the overall city has a .9% increase in value, individual property valuations increases may vary or may decrease.

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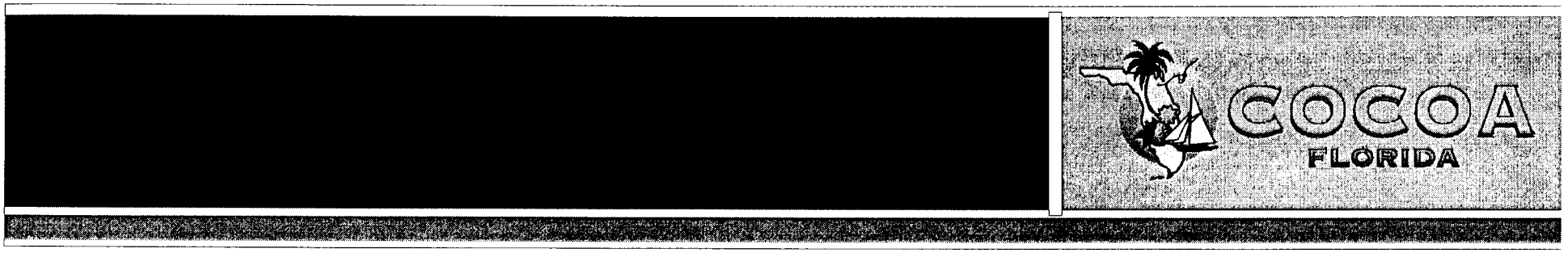


Ranking	City	Current	Rolled-back	Proposed
1	Satellite Beach	8.3206	7.9090	8.3206
2	Palm Bay	8.6326	8.1879	8.1879
3	Melbourne	6.9000	7.0243	7.3126
4	Titusville	7.6000	7.3085	7.3085
5	Indialantic	6.5835	6.1963	6.5835
6	Rockledge	6.3658	6.1073	6.3658
7	**Cocoa**	**5.9811**	**5.9790**	**5.9790**
8	Cocoa Beach	4.9798	4.7209	4.9798
9	Cape Canaveral	3.9102	3.6580	3.7246
10	West Melbourne	2.2975	2.1993	2.3850

Note: Ranking is established using the Proposed Rate.

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
Current FY14 Millage Rate	$775,765,766	5.9811	$4,639,933	$4,407,936
Proposed FY15 Millage Rate	$782,374,729	5.9790	$4,677,819	$4,443,928
FY2015 Revenue Difference			$37,886	$35,992

2nd Public Hearing on September 16, 2014 at 6:00pm at Cocoa City Hall



- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.9790
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790

OPEN UP TO THE PUBLIC

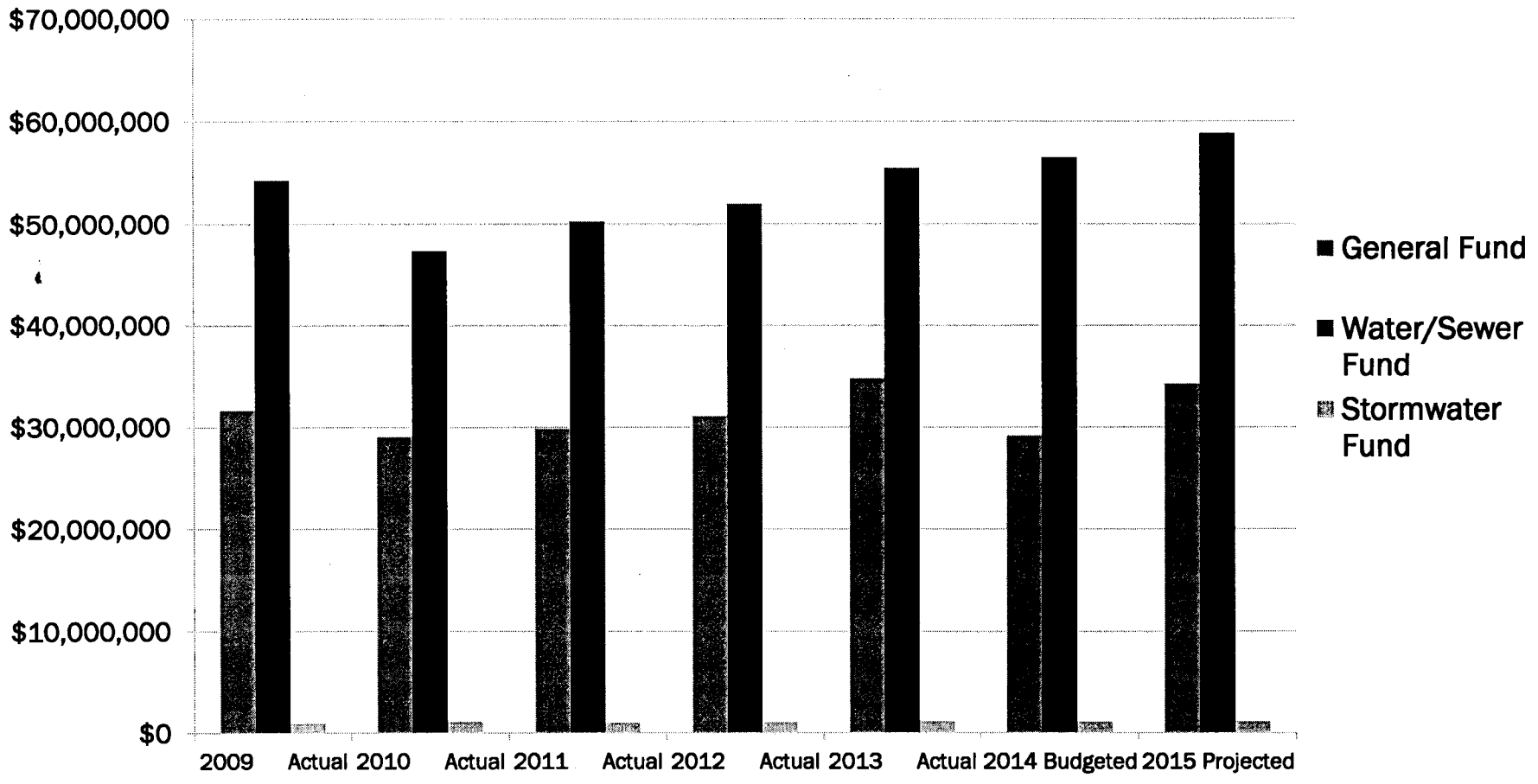
Requested Action

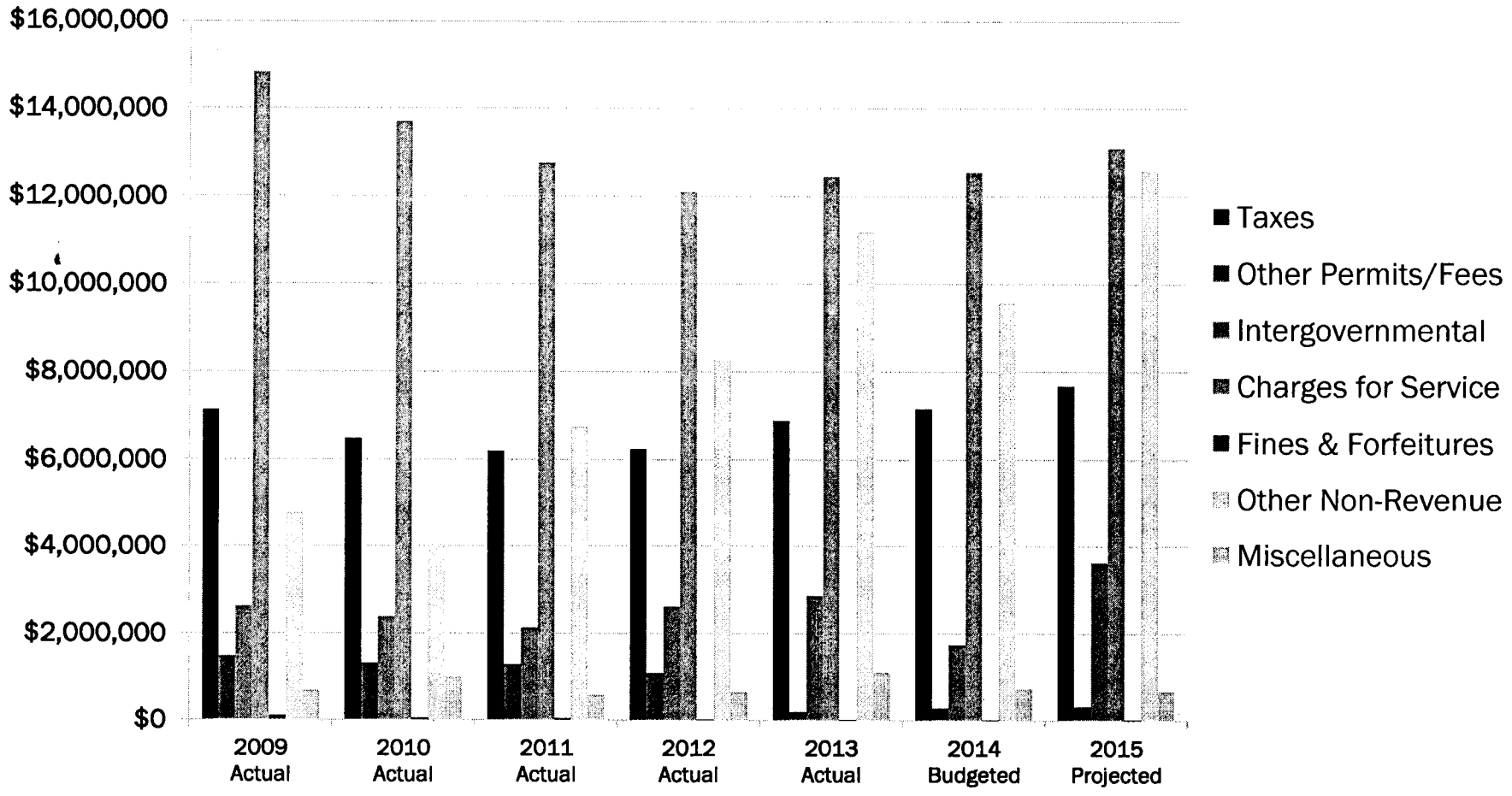
Approve Resolution No. 2014-098 tentatively adopting a proposed millage rate of 5.9790 for the City of Cocoa for the Fiscal Year commencing on October 1, 2014 and ending on September 30, 2015.

COCOA
FLORIDA



Revenues


$70,000,000
$60,000,000
$50,000,000
$40,000,000
$30,000,000
$20,000,000
$10,000,000
$0
2009
Actual 2010
Actual 2011
Actual 2012
Actual 2013
Actual 2014
Budgeted 2015
Projected
General Fund
Water/Sewer Fund
Stormwater Fund


$16,000,000
$14,000,000
$12,000,000
$10,000,000
$8,000,000
$6,000,000
$4,000,000
$2,000,000
$0
2009 Actual
2010 Actual
2011 Actual
2012 Actual
2013 Actual
2014 Budgeted
2015 Projected
Taxes
Other Permits/Fees
Intergovernmental
Charges for Service
Fines & Forfeitures
Other Non-Revenue
Miscellaneous

Funding Source	Amount	Percentage of Total Revenue
Taxes (Ad Valorem, Utilities, CST)	$7,684,068	20%
Other Permits & Fees	$328,700	1%
Intergovernmental	$3,627,708	10%
Charges for Service	$13,109,538	34%
Fines & Forfeitures	$20,000	–
Miscellaneous	$686,148	2%
Other Non-Revenue	$12,587,458	33%
TOTAL FY 2015	**$38,043,620**	**100%**

Funding Source	Amount	Percentage of Total Revenue
Charges for Service	$57,515,734	63%
Impact Fees	$1,289,655	1%
Miscellaneous	$66,300	--
Other Non-Revenue	$32,404,715	36%
TOTAL FY 2015	**$91,276,404**	**100%**

Funding Source	Amount	Percentage of Total Revenue
Charges for Service	$1,167,242	62%
Miscellaneous	$2,010	--
Other Non-Revenue	$724,224	38%
TOTAL FY 2015	**$1,893,476**	**100%**

COCOA
FLORIDA



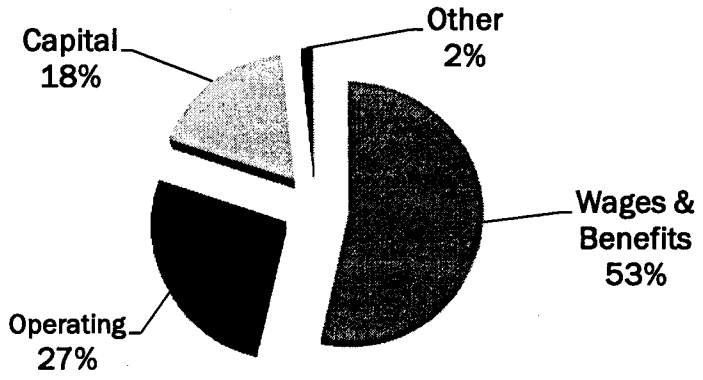
FUND	FY15 PROPOSED	FY14 AMENDED	% VARIANCE
General Fund	$38,043,620	$32,119,739	18%
G.F. Debt Service Fund	$1,398,498	$1,154,364	21%
G.F. Capital Projects Fund	$1,710,000	$548,143	212%
Special Services Funds	$2,251,508	$2,199,915	2%
Water/Sewer Fund	$91,276,404	$94,202,014	(3%)
Water/Sewer Debt Service Fund	$8,997,004	$9,082,731	(1%)
Self Insurance	$1,388,239	$1,394,736	--
Storm Water Fund	$1,893,476	$1,635,848	16%
TOTAL	**$146,958,749**	**$142,337,490**	**3%**

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GENERAL FUND DEPT.	FY15 PROPOSED	FY14 AMENDED	% VARIANCE	% BUDGET
City Council	$115,350	$87,694	32%	--
City Manager Offices (Clerk FY 2014)	$456,742	$588,073	(22%)	1%
Finance (Utility Accounting, General Accounting, Finance Admin., Purchasing and I.T.	$4,915,131	$4,627,327	6%	13%
General Operations	$2,948,330	$3,232,383	(9%)	8%
Administrative Services (Clerk FY 2015)	$661,692	$313,604	111%	2%
Police	$9,919,888	$9,448,024	5%	26%
Fire	$7,842,279	$5,678,691	38%	21%
Community Services (Leisure Services)	$2,068,462	$1,600,241	29%	5%
Public Works (Streets, Grounds, Maintenance and Fleet)	$9,115,746	$6,543,702	39%	24%
TOTAL	**$38,043,620**	**$32,119,739**	**18%**	**100%**

CATEGORY	FY15 PROPOSED	FY14 AMENDED	VARIANCE	% VARIANCE
Wages & Benefits	$20,387,631	$20,131,662	$255,969	1%
Operating	$10,105,047	$8,628,838	$1,476,209	17%
Capital	$6,920,946	$2,363,476	$4,557,470	193%
Other	$629,996	$995,763	($365,767)	(37%)
TOTALS	**$38,043,620**	**$32,119,739**	**$5,923,881**	**18%**

FY15 PROPOSED BUDGET



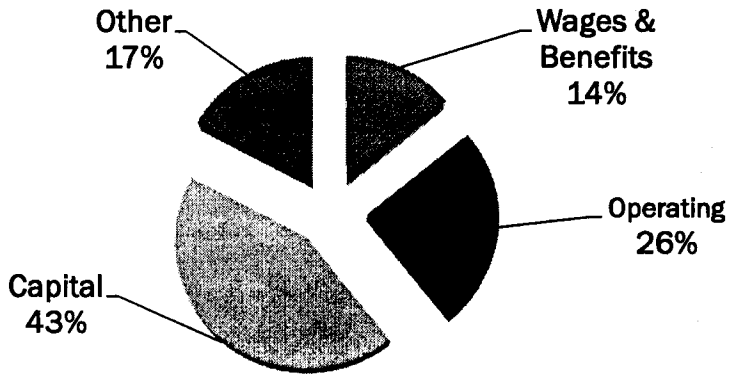
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COCOA FLORIDA

WATER/SEWER FUND BY DIVISION	FY15 PROPOSED	FY14 AMENDED	% VARIANCE	% W/S BUDGET
Field Services	$1,635,511	$1,766,789	(7%)	2%
Water Admin. (Lab)	$25,998,577	$25,547,297	2%	28%
Dyal Plant Operations	$12,550,808	$12,454,448	1%	14%
WFO/Water Collections	$6,957,012	$6,622,689	5%	8%
Engineering	$36,072,428	$38,296,820	(6%)	40%
Sellers Plant Operations	$5,804,386	$6,625,790	(12%)	6%
WFO/ Waste Water Collections	$2,257,682	$2,888,181	(22%)	2%
TOTAL	**$91,276,404**	**$94,202,014**	**(3%)**	**100%**

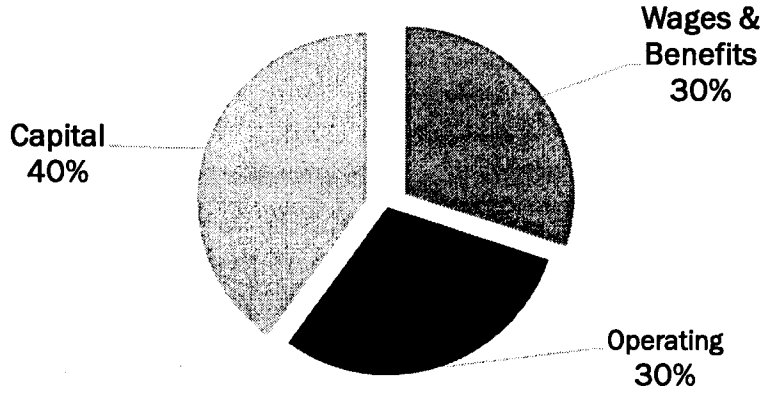
CATEGORY	FY15 PROPOSED	FY14 AMENDED	VARIANCE	%
Wages & Benefits	$12,351,670	$11,811,637	$540,033	5%
Operating	$23,285,334	$21,394,742	$1,890,592	9%
Capital	$39,942,396	$45,058,630	($5,116,234)	(11%)
Other	$15,697,004	$15,937,005	($240,001)	(2%)
TOTALS	**$91,276,404**	**$94,202,014**	**($2,925,610)**	(3%)

FY15 PROPOSED BUDGET

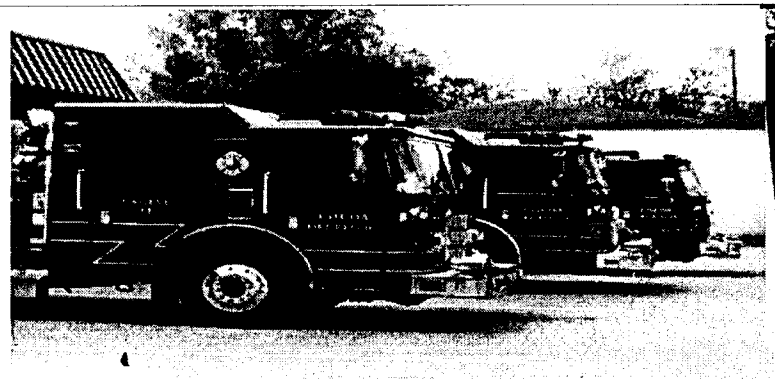


CATEGORY	FY15 PROPOSED	FY14 AMENDED	VARIANCE	%
Wages & Benefits	$567,667	$569,516	($1,849)	–
Operating	$563,009	$378,182	$184,827	49%
Capital	$762,800	$686,500	$76,300	11%
Other		$1,650	($1,650)	(100%)
TOTALS	**$1,893,476**	**$1,635,848**	**$257,628**	**16%**

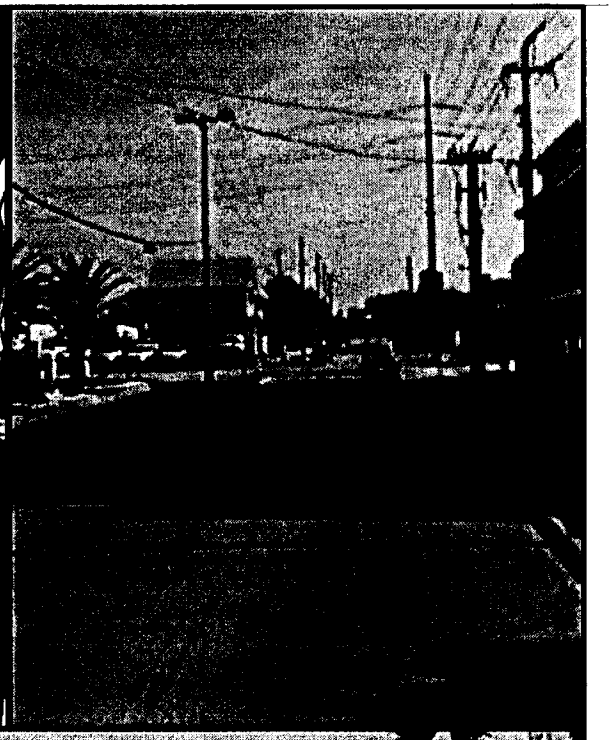
FY15 PROPOSED BUDGET



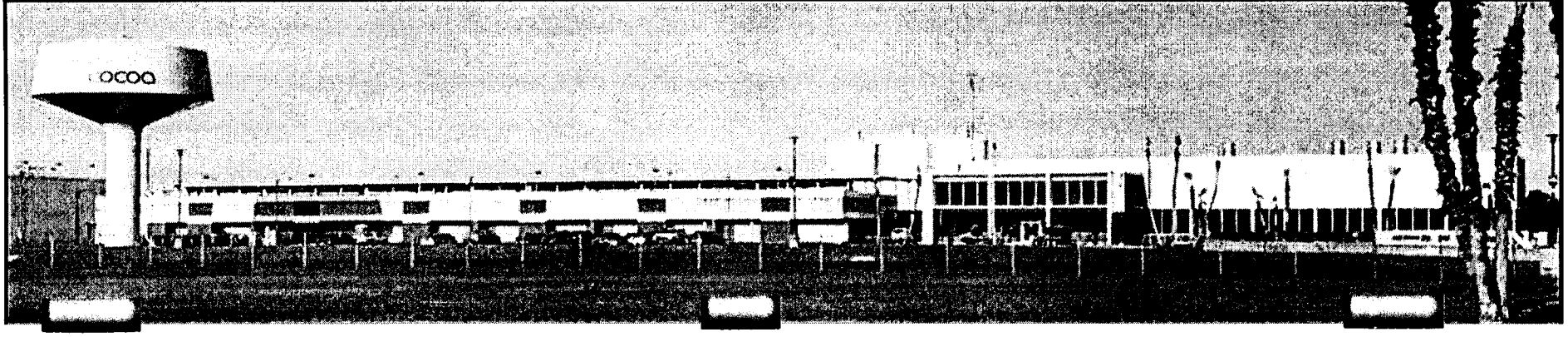
COCOA
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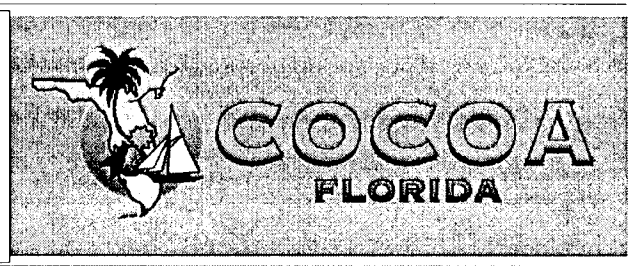








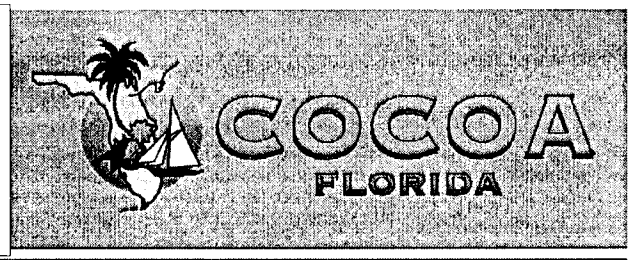
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	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	SOFTWARE	TOTALS
Finance – I.T.			$234,000	$15,000	$249,000
Police			$1,233,563	$32,640	$1,266,203
Fire			$2,214,527		$2,214,527
Public Works		$2,892,802	$298,414		$3,191,216
TOTALS		**$2,892,802**	**$3,980,504**	**$47,640**	**$6,920,946**

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	SOFTWARE	TOTALS
Field Services			$115,798		$115,798
Water Admin			$2,900	$11,400	$14,300
Dyal Plant		$25,000	$531,725		$556,725
WFO/Water Collections		$208,340	$246,103	$11,548	$465,991
Engineering		$28,935,915	$5,944,093		$34,880,008
Sellers Plant	$70,000	$2,535,289	$819,190		$3,424,479
WFO/Waste Water Collections		$400,000	$85,095		$485,095
TOTALS	**$70,000**	**$32,104,544**	**$7,744,904**	**$22,948**	**$39,942,396**

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	LAND	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	TOTALS
Cocoa CRA			$480,833		$480,833
Diamond Sq. CRA			$25,000		$25,000
Police Confiscated				$21,980	$21,980
Capital Projects Fund	$125,000	$1,210,000	$375,000		$1,710,000
Storm Water			$725,000	$37,800	$762,800
TOTALS	$125,000	$1,210,000	$1,605,833	$59,780	$3,000,613

COCOA
FLORIDA



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COCOA FLORIDA

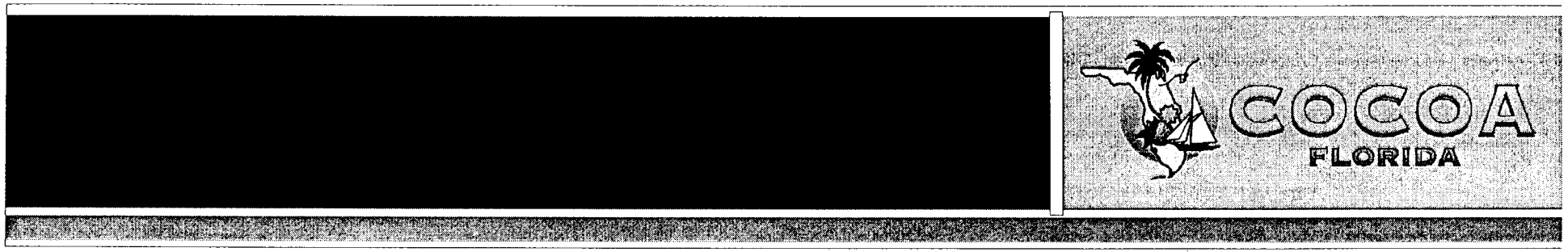
Project	Amount	Crime	Public Safety	Image	Comm. Dev.	Econ. Dev.	Employees	Financial Sustainability
IT Technology Security Audit and Assessment	$20,000		X					
CPD 4 Wheel Drive Vehicle Replacement	$33,924	X	X					
CPD Segway x23 SE Model w/Police Package (Trade-In 6 for 4 w/Disc)	$29,196		X	X				
CPD Marine Unit	$16,504		X	X				
CPD Body Cameras	$55,959	X	X					
CPD Communications Center	$169,826	X	X					
P25 Digital Upgrade (Police/Fire)	$318,762		X					
CFD - Mini-Emergency Response Vehicle (MERV)	$15,000		X	X				
CFD - HURST Fire/Life Safety Tools	$25,000		X					
CFD Fire Apparatus – Ladder Truck, 2 Fire Engines, and District Chief Vehicle	$2.1M		X					
Fire Station/EOC Analysis & Design	$200,000		X					X
CPD Community Relations Trailer	$21,980	X	X	X				

Project / Initiative / Program	Amount	Crime	Public Safety	Image	Comm. Dev.	Econ. Dev.	Employees	Financial Sustainability
Sidewalk Maint./Replacement Program	$75,000			X	X			X
Michigan Ave. / Range Rd. Sidewalk	$55,000			X	X			
Street Paving Program	$300,000			X	X			X
Roadway Needs Assessment	$102,000			X	X			X
Peachtree Street "Complete Street"	$1.8M			X	X			
Taylor/Riverfront Park Electrical Upgrade	$109,000			X	X			
City Digital Message Boards	$75,000		X	X	X	X		
Porcher House Centennial Restoration	$100,000			X	X			
Harry T. Moore Center Renovation	$250,000	X		X	X			
Street & Stop Sign Replacement Pgm.	$300,000		X	X				
Economic Base Analysis	$50,000			X	X	X		X
Brownfields Redevelopment ESA Pgm.	$50,000			X	X	X		

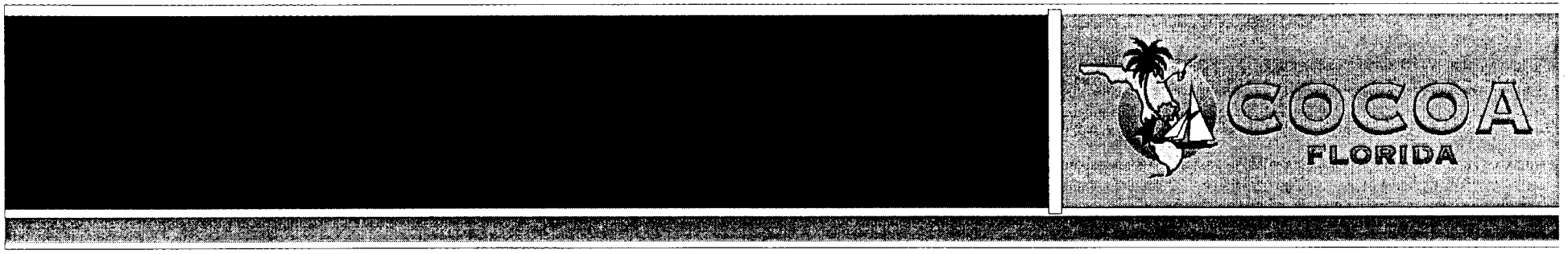
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Project	Amount	Crime	Public Safety	Image	Comm. Dev.	Econ. Dev.	Employees	Financial Sustainability
Heart of Cocoa Meeting Room*	$125,000				X			
Command Post	$300,000	X	X	X	X			
Fire Thermal Imaging Cameras	$33,000		X					
SR520 Interim Safety Improvements*	$350,000		X					
Stone Street Corridor Streetscape*	$150,000		X	X	X			
Gateway Entry Signs	$125,000			X	X			
Cocoa Village Gateway (Property and Entry Feature)	$400,000			X	X	X		
Grissom Industrial Park Directory	$25,000			X		X		
Diamond Square Community Center (Site Plan and Design/Engineering)	$250,000	X	X	X	X	X		
Regina Myra Subdivision Sidewalk	$20,000			X	X			
SR524 Commercial/MF Project Catalyst Funding	$200,000			X		X		

Project	Amount	Crime	Public Safety	Image	Comm. Dev.	Econ. Dev.	Employees	Financial Sustainability
Riverfront Park Trellis Repair/Roofing	$410,000			X	X	X		
Fire Station 2 Repair/Maintenance*	$100,000		X				X	
Pinecrest Cemetery Rehab. Project	$20,000	X		X				
Community Engagement Plan	$20,000	X		X	X			
Public Relations/Marketing Campaign	$60,000			X		X		



- Adjustment of the Water/Wastewater/Reuse rates to reflect the potential mid-year rate increase.
- General Liability/Property/Auto Insurance
- Federal Lobbyist Contract
- Adoption of the CIP with the Budget



OPEN TO THE PUBLIC

Requested Action

Approve Resolution No. 2014-099 tentatively adopting a budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2014 and ending on September 30, 2015.

- 2nd Public Hearing – Sept. 16, 2014 @ 6:00 pm
  - Adopt a Millage Rate
  - Adopt the FY2015 Budget

COCOA
FLORIDA



City of Cocoa

Office of the City Manager
603 Brevard Avenue
Cocoa, FL 32922
Phone: (321) 639-7550
Facsimile: (321) 639-7575

CITY COUNCIL AGENDA ITEM

MEMO DATE: January 18, 2005
AGENDA DATE: January 25, 2005
PREPARED BY: Ric Holt, City Manager

REQUESTED ACTION:

Approve Resolution #2005-10 waiving the competitive bidding process, by reason of sole source, for procurement of the federal lobbying services of Alcalde & Fay on behalf of the City of Cocoa, and Resolution #2005-11 amending the budget for FY2005.

BACKGROUND:

Over the past several years, governmental entities have seen their funding sources shrink. The City of Cocoa has been no exception. With a reduction in state-shared revenues, interest income and unexpected, unplanned mandates, the City's resources have dwindled. In addition, half of the housing stock in the City is valued at less than $50,000.

However, a lack of funding does not mean that projects or improvements do not need to be made. In particular, the city's utility system requires constant improvements. Considering the importance of the utility system to the city it is crucial that the appropriate improvements be made.

One potential way to obtain funding is through legislative appropriations. Congress typically approves appropriation bills that provide discretionary spending allocations for its federal programs. Alcalde & Fay specializes in using these bills as an opportunity to earmark funds directly to local governments for specific purposes.

City Management is proposing that the City of Cocoa procure the services of Alcalde & Fay to pursue funding on our behalf. The department heads have submitted lists to Alcalde & Fay for their review. They are currently in the process of reviewing the list to determine which projects should be pursued.

City proposes to secure their services via sole source justification due to the following reasons:

1) Time: The delegation prefers to get all requests no later than March 1st. This requires time to prepare letters on behalf of the City, get them signed, etc. In order for a community's projects to be considered, the letters should be submitted prior to February 18, 2005. This simply does not provide enough time for a competitive process.
2) Qualified Firm Identified: Alcalde & Fay possesses over 30 years of experience. Even more important, the individuals that would be assigned to our City have extensive and unique experience. In particular, Skip Bafalis is former legislator from Florida and has over 20 years of experience working on behalf of public clients. Please see attachment for complete description of the firm, the firm's proposed "Cocoa" team and samples of success.

Per the City's Purchasing Policy Manual, Section 14 provides City Council with the authority, by majority vote, to waive the provisions of competitive bidding when it is in the best interests of the City.

Alcalde & Fay operates via a monthly retainer which may be discontinued at any time if the City was not satisfied with their services. City Management is proposing that the City pursues 6 month time period and then bring back before Council for review.

BUDGETARY IMPACT:

1) Budgeted Item?: No
2) Account Number: 001-1600-513.39-00
3) Current Account Balance: $82,100
4) Requested Amount: $15,300
5) Remaining Balance: $66,800

1) Budgeted Item?: No
2) Account Number: 421-4010-536.39-00
3) Current Account Balance: $2,899,951
4) Requested Amount: $ 15,300
5) Remaining Balance: $2,884,651

PREVIOUS ACTION:

None.

REVIEWED BY:

This agenda items has been reviewed by all parties listed below.

Reviewed by City Manager: 1/18/05
Ric Holt

Reviewed by Finance Director: 1/18/05
Walter E. Mack

Reviewed by Utilities Director: 1/18/05
Carl Larrabee

Reviewed by Purchasing Manager: 1/18/05
Hank Rowan

RECOMMENDED MOTION:

Approve Resolution #2005-10 waiving the competitive bidding process, by reason of sole source, for procurement of the federal lobbying services of Alcalde & Fay on behalf of the City of Cocoa, and Resolution #2005-11 amending the budget for FY2005.

About the Firm

Alcalde & Fay is a government and public affairs firm with offices in Arlington, Virginia and Washington, DC. For 30 years, Alcalde & Fay has successfully managed issues and represented varied clientele before the United States Congress and the executive branch. The firm has built a distinguished reputation for effective public policy representation on behalf of numerous municipal governments, as well as a myriad of corporations including those in the transportation, environmental, communications, home-building, health care, energy and defense industries.

Since its establishment, the firm has grown to more than 60 personnel who reflect a rich diversity in both background and expertise. The partners of Alcalde & Fay include former Members of Congress, senior staff from Capitol Hill, and presidential appointees. Also included are partners and associates with backgrounds in public relations, journalism, marketing and law.

Alcalde & Fay is privileged to provide services to more than 120 clients, many of which have economic development and infrastructure needs. On their behalf, we work diligently to secure legislative appropriations and federal grants and to affect broad national policy.

Drawing on the expertise of former Members of Congress and Congressional staffs, we are able to provide effective advocacy on behalf of clients with Congress, regulatory agencies, the White House and various executive agencies. Over the years, we have worked closely with many members of Congress, several of whom have now reached positions of seniority and leadership. These relationships combined with our understanding and experience in the process by which public policy decisions are made in Washington, enables us to present our client's agenda to influential people at the most opportune time.

Based upon Alcalde & Fay's experience and accomplishments, we have been successful in recommending innovative strategies to assure the achievement of our clients' federal initiatives. Our firm combines past experience, knowledge of the federal legislative and administrative processes, and reputation among legislators and staff, with hard work, creativity and professionalism to achieve success on behalf of our clients.

The best documentation of our effectiveness is the longevity we maintain with our clients. We are proud that we continue to represent several clients that retained our services over two decades ago.

Our Approach to Service

Identifying Opportunities and Pursuing Legislative Appropriations

Alcalde & Fay is well prepared to provide a full spectrum of federal governmental relations services for the City of Cocoa. Upon commencement of our contract, we would immediately begin to work toward establishing a federal legislative agenda for the City to present to Congress. We would perform a timely reconnaissance of the issues to establish the following: (1) a candid appraisal of the potential for success for each specific objective; (2) the best means for accomplishing your goals and objectives; and (3) any challenges we might encounter in seeking federal funding for your projects.

This appraisal will enable us, in cooperation with the City, to prioritize projects for the City's federal legislative agenda. Further, we would strategize the potential availability of federal funding for each of your designated projects and prioritize them accordingly. After determining potential federal funding opportunities to support the City's objectives, we will prepare suggested draft letters to the pertinent appropriations subcommittees. Following this effort, we will schedule meetings with the subcommittee chairmen, ranking members, and senior staff.

Traditionally, Congress approves 13 appropriations bills that provide discretionary spending allocations for most federal programs. Many of these bills allow opportunities for earmarking funds directly to local governments for specific purposes. At Alcalde & Fay, we have utilized these bills as vehicles for accomplishing the goals of many of our clients. As a result, we are familiar with those senior Congressional Members and staff who can best assist with meeting these objectives.

Occasionally, we advise public entities to testify before the Appropriations Committee to explain the necessity of their project. We will work with you to draft the required testimony. More importantly, we will be in continuous contact with pertinent committee staff to ascertain how to best present the proposal and effectively meet their expectations and policy objectives. We will be available to answer any questions and address any concerns that you or the committee staff may have throughout the process.

We are also accustomed to representing our clients in meetings with Members of Congress, agency officials and senior staff. Ideally, it is helpful for City officials to participate in these meetings. Prior to the meeting, we would prepare a one-page fact sheet with highlights of the issue that articulate the City's position in a brief, succinct manner.

Authorizing Legislation

In addition to the appropriations cycle, specific policies or projects can be secured through authorizing legislation. All federal programs must be authorized by Congress, and reauthorization bills are generally offered every two to six years. The process for securing legislative language is similar to the appropriations process. The primary distinction is that authorization bills provide the additional opportunity to shape and change federal policy. For example, when local governments discover their needs do not fit federal eligibility requirements and/or its priorities, the authorization process allows an opportunity to modify the law to satisfy a community's needs.

Identifying and Pursuing Federal Grants

Concurrent with our efforts to secure line item legislative appropriations, we monitor federal grant opportunities in each of the federal departments. Independent of the congressional earmarking process, we will assist you in identifying grant opportunities and securing funding through these grants. We will research programs at various agencies to determine whether specific programs support your activities, and then work to develop congressional support for the applicant to participate in the designated programs.

Advocacy for our clients involves routine contact with agency and congressional staff. Our long-term relationships with career staff will prove beneficial to the City and enable it to more aggressively pursue federal funding. As new programs are made known to us, we will bring these initiatives to the attention of the City staff. Advance notification of an upcoming grant solicitation is important in providing a head start in developing the application.

Formulating Public Policy

Our public clients will generally be interested in securing specific funding earmarks; however, we also know how important it is to understand the impact of pending federal legislation. If chosen to represent the City, we would monitor pertinent pieces of federal legislation and inform the City of significant legislative developments as they occur. We are prepared to promote passage of any legislation of particular interest to the City and work to affect any final bill to assure your maximum benefit.

Proposed Client Team

To ensure effective representation on behalf of our clients, we have found it useful to take a team approach. As with any good organization, our greatest strength, and your best assurance of our successful service on behalf of the City, resides in the team that we would assemble to represent your interests in Washington. Client teams are comprised of individuals selected from among the firm's partners and associates to complement the various issue areas of significance to the proposed entity. The proposed client team for the City of Cocoa is ***Skip Bafalis, Jim Davenport and Maurice Kurland.***

Although different members of the client team may take the lead on various projects, each of the team members would be knowledgeable about the City's issues. The objectives of the City would be paired with the skills and experience of the firm's partners and associates to maximize the likelihood of success in implementing your federal legislative agenda. Through our representation, you will have the assurance that the "main contact" for the client team will always provide timely and appropriate attention to the goals of the City. In addition, a client team member familiar with your issues and our activities on your behalf will always be available.

The following are resumes of the Proposed Client Team for the City of Cocoa. The resumes provide a description of their qualifications, credentials and relevant experience. Each of these individuals has substantial experience in representing public bodies in Washington.

Skip Bafalis

A former five-term Congressman from Florida, L. A. "Skip" Bafalis has a background that includes business and government representation. He began his political career in Palm Beach County with election in 1964 to the Florida House of Representatives and then served in the Florida Senate for two terms. He was the Republican nominee for Governor of Florida in 1982.

Elected to Congress from Florida in 1972, Mr. Bafalis first was assigned to the Public Works Committee, now the Committee on Transportation and Infrastructure. He then moved to the Ways and Means Committee. An active member of the Trade Subcommittee and the Ranking member of the Public Assistance and Unemployment Compensation Subcommittee, he became known for his expertise in trade and tax matters and authored and managed passage of wide-ranging estate and gift tax legislation.

Mr. Bafalis has been lobbying in Washington for 20 years, and has extensive experience working on behalf of public clients, particularly

those in Florida. His portfolio includes representation of four counties in Florida, and many cities including Treasure Island. He maintains close working relationships with Members of the House and Senate, many whom are former colleagues.

After Mr. Bafalis left Congress, he was associated with the law firm of Shapo, Freeman and Freedman and later was an executive vice president of a Washington government affairs firm. He served in the U.S. Army during the Korean War with the rank of Captain and has also been an investment banker, a real estate developer and active in numerous civic organizations.

He holds a bachelor's degree from St. Anselm's College in Manchester, New Hampshire. His alma mater has honored him with its "Alumni Award of Merit" for his contributions to the school and to the nation.

Jim Davenport

Jim Davenport, Partner, manages many of the firm's public clients from Florida on a wide array of issues including economic development, transportation, education, environmental issues, and criminal justice. In this role, he works closely with pertinent Members of Congress, the Department of Transportation, the Environmental Protection Agency, the Corps of Engineers, the Department of Housing and Urban Development, the Department of Commerce and many other Federal agencies.

Mr. Davenport has been responsible for securing millions of dollars in congressional earmarks for local governments in Florida ranging from bridges, roads, beaches and waterways to water and sewer systems, senior centers, homeless shelters, and technology for law enforcement personnel. He is an experienced tactician in navigating the congressional appropriations process and the federal agencies to obtain funding and legislative language on behalf of his public body clients. His diligence has led to a significant return on their investment in these services.

Mr. Davenport has been active in government and public affairs for over nine years. Prior to joining Alcalde & Fay, he served as Legislative Assistant in the office of the late Congressman Gerald B. Solomon of New York where he worked on a broad range of issues including economic development and transportation. He also served as an associate for Wehner & York, LLP, handling election law.

Mr. Davenport graduated cum laude from St. Lawrence University in New York with a bachelor's degree in government. He obtained a law

degree from The Catholic University of America in Washington, DC and is licensed to practice law in the State of Maryland.

Maurice Kurland

Maurice Kurland, Associate, is experienced in economic development issues, and served as a senior legislative assistant for Congressman Silvestre Reyes (D-TX).

A native of El Paso, Texas, he served for nearly six years as an assistant district attorney in El Paso, where he conducted over 60 felony jury trials. In 1997, utilizing his legal background he joined the legislative staff of Congressman Silvestre Reyes (D-TX). While there, he worked on a broad range of issues which include those mentioned above, and also energy, criminal justice, labor, housing, and small business. Since joining Alcalde & Fay, Mr. Kurland has applied his business, legal, and political background on behalf of those public clients with issues relating to economic development and infrastructure.

He received a bachelor's of business administration degree, cum laude in accounting from the University of Texas in Austin and a juris doctor from Washington University in St. Louis, Missouri. Mr. Kurland is licensed to practice law in the State of Texas, and is a Board Certified Attorney in Criminal Law.

Fee Proposal

For the scope of services described herein, we propose a monthly retainer of $5,000. This monthly retainer is exclusive of out-of-pocket expenses for services such as telephone tolls, copying, messenger service, parking, transportation, and postage, which are billed at the actual cost expended. We would not anticipate the average costs to exceed $100 per month.

Other partners and associates of Alcalde & Fay may be utilized on an as-needed basis, to complement the efforts of our City of Cocoa client team when such efforts would benefit the client. There will be no additional charge for such work.

Samples of Successes

At Alcalde & Fay, we have a demonstrated history of effective representation on behalf of our public and private sector clientele. A partial record of our public client successes are highlighted below.

Alger County, Michigan

Obtained a congressional directive to fund water and sewer system improvements.

Alonzo Mourning Charities, Florida

$300,000 for the Overtown Youth Center.

American Maglev Technology, Virginia

$2 million for the Maglev Deployment Project on the campus of Old Dominion University.

Art of Leadership Foundation, Michigan

$175,000 for curriculum development and training.

Bay County, Florida

$8.25 million to construct US 98/Thomas Drive Interchange.

$500,000 for development of the Dear Point Reservoir.

$250,000 to dredge the Panama City Harbor.

$3.75 million for an Intelligent Transportation System.

$800,000 for maintenance on the East Pass Open.

$706, 000 for the deepening of Panama City Harbor.

$50,000 for the operation and maintenance of Panama City Harbor.

$1 million for the Grand Lagoon Bridge.

City of Boca Raton, Florida

Extended federal participation in beach renourishment project for up to 50 years.

$5.8 million for construction of project to renourish beach over two years.

$500,000 for city traffic calming.

$500,000 for beach renourishment.

$900,000 for a water treatment plant.

$490,000 for a Reverse Osmosis Water Treatment Facility.

$200,000 reimbursement for the preparation of a Designee Memorandum for Central Beach.

$450,000 for the Pearl City Master Plan.

Secured a Special Temporary Authorization from the Federal Communications Commission for continued use of the City's police, fire and rescue wireless services, relieving the City of large fines while the City finished its application materials.

Secured language for the specific designation for the Contract Tower Program.

Cargill, Florida

$7.5 million for the Alafia Channel.

Chippewa County, Michigan

$1 million for the Chippewa County Airport's new terminal.

City of Clearwater, Florida

$3.5 million to assist the City's implementation of an Intelligent Transportation System (ITS).

$1.4 million for the development of a regional stormwater retention facility.

$22 million for construction of the City's Memorial Causeway Bridge.

$5 million after acquiring authorization for the Stevenson Creek Estuary Restoration Program.

$750,000 to assist in the purchase of police communications equipment.

$700,000 for law enforcement technologies.

$1 million for neighborhood policing initiative.

$692,000 for the City's "Beach by Design" Initiative.

$1.35 million for water and wastewater infrastructure improvements.

Contra Costa County, California

$2 million for operations and maintenance work at Pinole Shoal San Pablo Bay Mare Island.

$2.5 million in construction funding for the San Francisco to Channel Deepening (Avon Turning Basin) and salinity study.

$8.98 million for the Suisan Bay Channel.

$250,000 for a Countywide Integrated Justice program.

Council of Michigan Foundation, Michigan

Secured language in the reauthorization of the Elementary and Secondary Education Act, under the Expanded Character Education Program, to include philanthropy for the Council of Michigan Foundation.

City of Dallas, Texas

$10 million for a flood control project. Also secured language requiring construction to begin, overriding the opposition of the Office of Management and Budget.

$8 million for construction of Woodall Rogers Bridge.

$1.925 million for construction of I-35 Trinity River Bridge.

$2.8 for the Upper Trinity River Basin Study.

$9.58 million for the Dallas Floodway Extension Study.

$1.75 million for the I-30 Bridge.

$5 million for the Trinity Bridges.

$9.74 million for Dallas Floodway Extension construction.

City of Deerfield Beach, Florida

Successfully challenged the 1996 Census increasing the population to over 50,000, enabling the City to become eligible for federal funding for which they were not previously considered.

$450,000 Universal Hiring Program grant from the Department of Justice.

$490,000 for Mitigation Operation Center.

$1.5 million for the Dixie Highway Flyover Bridge.

$800,000 for the preparation of a General Reevaluation Report for Beach Segment 1.

$224,834 in grant funding for equipment for the City's fire department from the U.S. Fire Administration.

Edward Waters College, Florida

$225,000 for technology and communications upgrades.

$1 million for an Electronic Engineering Technology Program.

$500,000 for library enhancements, technology and telecommunications upgrades.

Fairfax County Water Authority, Virginia

$600,000 for a feasibility study of the Stony River Dam in West Virginia.

$1.61 million for infrastructure and physical security enhancements.

Florida A&M University, FL

$1.4 million for Future Affordable Multi-Utility (FAMU) Materials for the Army Combat System.

$2 million for the Biological Control and Agricultural Research Program.

Received language directing FEMA to work with the State University System to fund the Hurricane Mitigation Project.

Florida Inland Navigation District, Florida

$8 million for the operation and maintenance of the Atlantic Intracoastal Waterway in Florida.

Obtained approval from the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act to allow for maintenance dredging in the Intracoastal Waterway in a CRRA unit.

Glendale Community College, California

$500,000 for equipment and technology upgrades for the Cimmarusti Science Center.

Golden Gate Bridge, Highway and Transportation District, California

Secured policy revision to permit nonfederal monies spent on seismic retrofit of bridge work to count against local share of any federal funds utilized in future. This provision was critically needed to allow retrofit work to commence.

Worked with Department of Transportation/Washington headquarters to overturn decision made in region and so allow transportation monies to be used for rail restoration of immediate importance to freight railroad.

$79 million through legislative earmarks and/or the Secretary's discretionary program for seismic retrofit of Golden Gate Bridge.

$3.34 million in unbudgeted funding for the Army Corps of Engineers to dredge a ferry channel.

$10.75 million for seismic retrofit project.

$500,000 for the Golden Gate Bridge Ferry Berth Facility.

Grand Valley State University, Michigan

$750,000 for the development of a Teacher Academy.

$250,000 for the Michigan Alternative and Renewable Energy Center (MAREC).

Hillsborough County, Florida

$37 million for widening and safety improvements to I-4.

$2.2 million for farm worker housing.

Doubled the size ($75 million to $156 million) of federal AIDS-HIV Housing program, with County enjoying commensurate increase in its apportionment.

$1 million earmarking for community-based multi-use AIDS-HIV housing.

$6 million startup for Tampa Bay Regional Rail Project.

$681,000 for Justice Department Weed & Seed grant.

Assisted in making ornamental tropical fish eligible for federal disaster insurance.

Assisted in obtaining an appropriation of $950,000 in capital funding for an ornamental tropical fish research center located in the County. Also helped secure enactment of an amendment declaring ornamental tropical fish research a high-priority item as part of the agriculture research bill.

$100,000 in unbudgeted funds for initial planning of a water reuse project.

$500,000 authorization to fund wetlands research/exhibit at museum.

$614,000 in funding for the Ruskin Tropical Aquaculture facility.

Assisted in securing language that directed the Corps of Engineers to deposit dredged sand on Egmont Key.

$1.7 million for moving materials to Egmont Key.

$1 million for an Army Corps of Engineers study to investigate the feasibility of federal improvements to the shoreline in Egmont Key.

$198,000 for Ruskin Laboratory research.

$485,000 for water and wastewater infrastructure improvements .

$1 million for a new start highway improvement project.

City of Hobbs, New Mexico

$700,000 for water mains for the Hobbs Industrial Park (HIAP).

$100,000 for road infrastructure for HIAP.

Houston Independent School District, Texas

$1 million for the School District's youth violence prevention initiative.

Worked to secure $500,000 appropriation for improving the School District's technology infrastructure.

Secured language in both the House and Senate Labor, Health and Human Services and Education Appropriations bill urging the Secretary to give consideration to school districts like HISD with "aggressive plans to utilize education technology."

Successfully directed an effort to obtain an exemption from H1-B visa filing fees for elementary and secondary institutions.

$680,000 to provide advanced telecommunications systems for district schools.

Jacksonville International Airport, Florida

Worked with officials in the Federal Aviation Administration to secure a $2.2 million discretionary grant for runway improvements.

Worked to secure designation of the Jacksonville Airport within the FAA's Military Airport Program. This makes the airport eligible for grants for capital improvements for a five-year period.

Received report language directing the FAA to fund a new taxiway.

Jacksonville Port Authority, Florida

$20 million over three years for a special highway demonstration project.

Secured direct appropriations without a corresponding authorization expedited the project by at least two years.

$7 million for I-295/Duval road interchange improvements.

$9.5 million for access road to Talleyrand Seaport.

Secured preliminary funding for the deepening of the St. John's shipping channel to a depth of 41 feet.

Through our work with the US Customs Service and the Trade Subcommittee of the House Ways and Means Committee, our firm was successful in designating additional customs inspectors to the Port of Jacksonville.

We have secured legislation authorizing the Corps of Engineers to widen the Blount Island Turning Basin.

Made improvements to the Mill Cove Channel a Federal responsibility, and secured $4 million for the project.

$750,000 earmark to assist with expanding the docking area at Talleyrand.

$3 million for construction of dredge disposal site at Bartram Island.

Secured authorization for deepening of Jacksonville Harbor.

$1 million for new start construction for Jacksonville Harbor.

$5.3 million for the dredging of the Jacksonville Harbor.

$300,000 for the general cleanup of the Talleyrand dock and for the building of a cruise ship terminal.

Received language authorizing a new Army Corps of Engineers study.

Lake County, California

$250,000 for investigation and planning of a marsh restoration project.

Secured provision authorizing no-cost transfer of 773 acres of Coast Guard property to the County, allowing reconveyance of land after five years.

$150,000 for an aquatic plant control system.

Lake County, Florida

Obtained a congressional directive to fund the County's drinking water study.

City of Lake Mary, Florida

$100,000 for the downtown development improvement plan.

City of Las Vegas, Nevada

$5 million for the Sahara Avenue/I-15 interchange.

$2.5 million to conduct a feasibility study on building a 40 - mile mag-lev train from Las Vegas to the state border.

$44.87 million for various transportation infrastructure projects.

$575, 000 allocation for intelligent transportation systems.

Successfully secured $450,000 from Congress for combating Methamphetamine labs.

Assisted Nevada delegation in securing $155 million through the TEA-21 for the Las Vegas corridor fixed guideway system.

$2 million to upgrade mobile and in-vehicle computers.

$750,000 for downtown development initiatives.

Las Vegas Convention Authority

$56.25 million to widen and improve interchanges on I-15 in Nevada and California.

Lea County, New Mexico

$1.2 million for the design and engineering of Route 128.

$350,000 for a new detention center.

Liquidmetal Technologies Inc., Florida

$3.4 million for Liquidmetal Alloy-Tungsten (LA-T) Armor Piercing Ammunition.

$1 million for a corrosion study for the U.S. Air Force.

$4.2 million for the DARPA Kinetic Projectile for the U.S. Army.

City of Maitland, Florida

$240,000 for a Senior Citizens Center.

$1 million for a traffic mitigation project at US 17-92/Horatio Avenue.

$200,000 for law enforcement technology upgrades.

Marin County, California

$2.5 million to remove abandoned dry-docks which represented a hazard to navigation.

Authorization of $15.1 million to acquire freight rail right of ways which are suitable for conversion to passenger use.

$12 million interest free federal loan to purchase additional right of way and changed program criteria to make this project eligible.

Authorization for North Bay Commuter Rail Project.

$4 million to expand a national recreation area.

$5.75 million for an HOV gap closure project.

$1 million for 80 units of housing for the low-income elderly.

Assisted in securing modest grant for acquisition of computer equipment for police department.

$1.95 million for construction of flood control project.

$1.257 million for Lagoon Ecosystem Restoration project.

$750,000 to reconstruct the Tennessee Valley Bridge, a bicycle/pedestrian project.

$350,000 for development of a cultural and community center in the Marin City region of the County.

$963,000 to study high incidence of breast cancer.

$50,000 for Safe Routes to Schools.

Secured authorizing language for a boundary adjustment to expand a national park facility.

$1.175 million to purchase property for expansion of a national park facility.

$325,000 to assist with an airport runway extension.

$500,000 in Administration discretionary funds to assist with innovative bridge construction in a landslide-prone area.

$910,000 to help establish shuttle service in congested roads accessing a national park area.

$6.5 million in unbudgeted funds for Army Corps wetlands restoration project.

$1.5 million for ecosystem restoration study.

Secured authorization for the Army Corps to conduct a watershed management study.

$250,000 for a community and cultural center.

$1 million for a park access project.

$650,000 for reconstruction of a pump station that was not included in the President's budget.

$100,000 for Sudden Oak Death research.

$2 million in Emerging Plant Pest funding for Sudden Oak Death.

$400,000 for the Bolinas Lagoon study.

$225,000 for Corte Madera Creek construction.

$2.1 million for the Marin Parklands/Muir Woods Visitor Access Center.

$425,000 for the Tomales Bay Wastewater Treatment Project.

$250,000 for the Santa Venetia Flood Control Project.

$500,000 secured from the Federal Highway Administration's Innovative Bridge Research and Construction Program for the construction of a new bridge.

Mendocino County, California

Received soft earmarks for Laytonville Wastewater Treatment.

Received soft earmark for the Round Valley Airport.

Received soft earmark for Cave Creek.

$200,000 for the Coyote Dam study.

$175,000 for Land Acquisition at Little River Airport.

$400,000 for Mill Creek Road.

Metropolitan Dade County Seaport Department, Florida

$23 million for the completion of high-span bridge connecting downtown Miami to the seaport.

$300,000 for a General Reevaluation Report (GRR) to study further channel improvements.

$15 million for reimbursement to the Seaport Department for dredging work already completed at the Seaport's expense.

$3.9 million for specific environmental mitigation work which has already been accomplished at the Seaport's expense.

400,000 for the Biscayne Bay Feasibility Study.

$25 million for East-West Rail Corridor.

$5 million for the North Rail Corridor.

$9.5 million for buses and bus facility.

$8 million for construction of Miami-Palmetto Metrorail.

Enabled U.S. Customs Service to continue to use the surplus in the customs user fee account to fund up to 50 inspector positions.

$10.889 million for the Miami Harbor Dredging Project.

Assisted in establishment of the McKinney/Homestead homeless facility with funding under the Defense Base Closure Act.

Assisted in identifying unspent HUD dollars which were targeted for rescission by Congress and ensured that the dollars were obligated so that the County did not lose them.

Successfully struck rescission provision that would have reduced Port of Miami Tunnel funding by $5.8 million of the total $10.3 million project amount.

Restored $19 million in targeted assistance funding for immigration support programs in welfare reform legislation.

Stripped provision adverse to County, which would have reduced assistance for legal aliens from immigration reform bill.

Secured authorization for credit & reimbursement for costs of work related to the Agricultural & Rural Lands Retention Plan & the South Biscayne Bay Watershed Study which are contained within the Everglades & South Florida Ecosystem Restoration Critical projects.

$500,000 for Biscayne Bay Feasibility Study.

$17.7 million for Miami Harbor dredging.

$3.3 million for Dade County Juvenile Assessment Center.

$4 million for water and wastewater infrastructure improvements.

$1 million for a mosquito helicopter.

Miami-Dade County Public Schools, Florida

For the past eight years, secured a $19 million appropriation under the " Refugee and Entrant Assistance" program for communities with a large concentration of immigrant youth.

Worked cooperatively with the School District's Congressional Delegation to revise legislative language to more accurately describe the population of immigrants predominantly served by the School District.

$1 million to enhance technology equipment for the school policing initiative.

$638,000 to establish "career academies."

Worked to eliminate provisions that would have hindered the School Districts ability to participate in the Medicaid Reimbursement Program.

Worked with the Federal Emergency Management Agency to resolve a $6.1 million debt.

Secured language in the Commerce, Justice, and State Appropriations conference report which deleted the fiscal year limitation on the use of the school district's grant from the Economic Development Agency.

$500,000 for a Marine JROTC program.

Miami-Dade County Water and Sewer Department, Florida

$1 million for preliminary work on proposed water reuse facility.

$1.3 million for sanitary sewer overflow (SSO) study.

Miami-Dade Seaport, Florida

Secured language directing the Army Corps of Engineers to dredge the port.

Mitretek Systems, Virginia

$9 million for a Center for Criminal Justice Technology.

Obtained an authorization to reform the Department of Homeland Security's first responders program that would allow the Center for State Homeland Security to partner with states to qualify for grant funding.

Transportation Agency for Monterey County, California

$1 million for Rail New Starts.

New Mexico Tech, New Mexico

$7.1 million for the ILEA program.

City of North Las Vegas, Nevada

Successful in terminating the Department of Energy's proposed demonstration project, which would have allowed multiple rail-to truck transfers of low-level nuclear waste in the City.

$200,000 for an Army Corps flood control project.

Worked with the U.S. Postal Service to secure funding for, and accelerate the construction of the new North Las Vegas Post Office.

Intervened on the City's behalf with the Las Vegas Office of the Bureau of Land Management (BLM) to assist in its request to use 160 acres of federal land.

$3 million to relocate families impacted by fault line subsidence.

Successful in procuring funding for the Cheyenne Avenue Interchange through the State DOT office.

Assisted in negotiation of cooperative agreement to construct improved Interstate interchange.

Worked with State DOT to secure $4.6 million for interchange improvements.

$2 million to widen Craig Road.

Secured $300,000 to support law enforcement officers and to train local and state law enforcement officers on the proper recognition, collection, removal and destruction of methamphetamine.

$5 million for the Craig Road Overpass.

$1.8 million for Intelligent Transportation Systems.

City of North Miami Beach, Florida

$500,000 for drinking water, wastewater and sewer infrastructure improvements in the Highland Village neighborhood.

$2.85 million for wastewater and sewer infrastructure improvements.

Secured $950,000 for wastewater infrastructure improvements, which would replace septic tanks in a mobile home park.

Worked to delete language that would have denied funding for disaster relief to parks, recreation departments, beaches and other similar entities under the Stafford Disaster Relief and Emergency Assistance Act.

$1.2 million to construct a bicycle path.

$100,000 for law enforcement initiatives.

Orange County, Florida

$350,000 in Defense Appropriations Act to remove an attractive nuisance from an abandoned Naval facility.

$750,000 for the Holden Heights sewer system.

$200,000 for a senior citizen center.

Orlando-Sanford International Airport, Florida

$1 million for a runway extension.

$500,000 for airport improvements.

Osceola County, Florida

$18.75 million to widen US-192.

$500,000 for the Florida Agriculture Center.

$500,000 for courthouse restoration.

$600,000 for water system improvements in aquatic plants.

$1 million for an Instrument Landing System at Kissimmee Airport.

$400,000 for public safety center communications upgrades.

$250,000 for homeless shelters.

$2 million to treat invasive aquatic plants that are a nuisance to the County's water system.

City of Oviedo, Florida

$180,000 for law enforcement technology upgrades.

Worked to secure $140,778 for a Firefighters Assistance Grant.

Palm Beach County School District, Florida

$600,000 for an after school and evening bilingual language instruction program for immigrant students and their parents.

$825,000 for a family literacy project including bilingual education, counseling services and distance education, and for professional development.

$500,000 for security upgrades.

$200,000 to expand curriculum and professional development.

City of Palm Springs, California

$3 million for the Belardo Bridge Project.

City of Pembroke Pines, Florida

$2 million for the Pembroke Road Overpass.

$1 million for I-75 & Pines Boulevard Interchange.

City of Petaluma, California

Authorization of $32 million for a flood control project, not requested by the Administration, allowing for reimbursement of funding already expended by the City.

Secured Appropriations committee report language instructing the Army Corps to reprogram funding for the flood control project, which resulted in an administrative reprogramming of $3.1 million.

$13 million for construction of flood control budget.

$8.55 million for a dredging project.

$1 million for the operation and maintenance of the Petaluma River.

Philadelphia School District, Pennsylvania

$3.5 million for the district's professional development and related services.

City of Plantation, Florida

$337,500 for a community amphitheater.

Obtained a congressional directive to fund the City's stormwater management plan.

Port of Palm Beach, Florida

$15.75 million for the Route 710 connector.

$500,000 in initial funds for Skypass at the Port.

$3.9 million congressional authorization in the Water Resources Development Act (WRDA) for the Lake Worth Inlet Sand Transfer Plant.

$300,000 for Route 710 connector improvements.

$100,000 for the deepening and widening of Lake Worth Inlet.

$397,000 for preliminary engineering and design work for the Sand Transfer Plant.

$1.81 million for summer dredging at the Harbor with initial placement of material on Peanut Island with subsequent transfer to the beaches.

$1.114 million for construction of the Sand Transfer Plant.

$18.177 million for the operation and maintenance of Palm Beach Harbor.

Secured $200,000 for a feasibility study to widen the turning basin at the Lake Work Inlet.

$100,000 secured to proceed with an authorized Reconnaissance study on the Harbor dredging.

Obtained congressional language to help expedite the construction of a sand transfer plant

Obtained congressional language to protect the Port from a loss of Customs Service inspectors after U.S. Customs threatened with a layoff of numerous inspectors.

Congressional language making ferries operating out of the Port of Palm Beach eligible for collection of user fees even though current law prevents such fee collection.

Primland/Patrick County, Virginia

$5.25 million to improve highway access to land critical to County's economic development program.

Port of Sacramento, California

$8.3 million to construct a bridge which will allow development of property necessary for port expansion.

City of Rio Rancho, New Mexico

$4 million for engineering and planning for Paseo de Volcan between Unser Blvd. and Iris Road.

Rio Rancho Public Schools, New Mexico

$100,000 for a Teacher Academy.

City of Riviera Beach, Florida

$750,000 for police communications.

$800,000 for a traffic calming project.

$400,000 for a stormwater management plan.

$202,500 for an urban retail development project.

Worked to obtain and initial $500,000 in grant funding from the EPA to cover the cost of the operation of the City's airstrippers.

Reversed the Environmental Protection Agency's (EPA) do-nothing-approach and mandated that the EPA enact a plan to actively treat and remove contamination from the City's drinking water. The estimated cost of the remedy is $865,000.

Initiated an investigation by the EPA Ombudsman of the EPA's handling of the City's contaminated water problem. This action led to the EPA's decision to cover the operation and maintenance costs of the City's air strippers, relieving the City of an $880,000 expense.

San Bernardino City Unified School District, California

$750,000 for a vocational training and work opportunities program.

$500,000 for a program for developing English and academic skills for English learners.

City of San Rafael, California

$1.8 million for a canal dredging project.

Sonoma County, California

$2.75 million over three years for construction of park and ride lots.

$1 million for intermodal transportation facility.

$1.5 million for construction of Visitor's Center.

$9.85 million to widen Highway 101.

$5 million for intermodal centers.

Authorization of new rail start for the County.

Secured funding for installation of radar at County airport.

$1 million to assist with construction of a bus garage.

$200,000 in Army Corps funding for a harbor dredging project

$500,000 for a landfill gas conversion facility.

$500,000 for the Sonoma County CNG Fueling Facility Upgrade.

$225,000 for the Canon Manor Project.

$500,000 for Sonoma County CNG Transit Buses.

Sonoma County Regional Parks, California

$1.8 million to recycle dredge materials to create a new park.

$3.8 million in operations and maintenance funding for Bodega Bay.

Sonoma County Water Agency, California

$1 million to replace septic systems with sewage hookups.

$750,000 for expansion of capacity at a sewage treatment plant.

Worked with Administration to establish a new federal program, the Pacific Salmon Recovery Initiative, which was funded at $58 million in its first year.

Secured second year funding of $90 million for the Pacific Salmon Recovery Initiative.

Secured third year funding of $110 million for the Pacific Salmon Recovery Initiative.

Secured fourth year funding of $90 million for the Pacific Salmon Recovery Initiative.

$4.8 million for Army Corps studies of five habitat restoration projects.

$500,000 for a Bureau of Reclamation Project to reuse recycled water.

$1.4 million to study various ecosystem restoration projects.

$380,000 for the Santa Rosa Creek study.

$350,000 for the Laguna de Santa Rosa study.

$350,000 for the Russian River Ecosystem study.

$440,000 for the San Pablo Bay Watershed.

$9.259 million in operations and maintenance funding for Dry Creek (Warm Springs) Dam.

$900,000 in investigations funding for the Napa Salt Marsh Project.

$500,000 in planning funding for the Napa Salt Marsh Project.

$1 million for the Napa Sonoma Marin Agriculture Reuse project.

$6.985 million in operations and maintenance funding for Coyote Valley Dam.

City of St. Cloud, Florida

Obtained a congressional directive to fund the City's stormwater management plan.

$200,000 for a senior evacuation/multi-purpose center.

Stevens Institute of Technology, New Jersey

$52 million for the Institute's Munitions MANTECH Program.

$10 million for mine clean-up research.

$1.25 million for construction of the Laboratory for Business Innovation.

$4.3 million for the Rangesafe Program.

$7.5 million for an Information Assurance Center.

$500,000 for the expansion and enhancement of an ocean-based science and mathematics education project.

$3 million for landmine detection.

$1.4 million for the Center for Maritime Systems.

City of Tampa, Florida

Worked with HUD to expedite approval of three section 108 loan applications totaling over $10 million critical to City's economic development efforts.

$35 million HOPE VI grant.

$1 million for intermodal transportation center.

$900,000 for refurbishment of the West Tampa El Centro Espanol Building

$500,000 for vehicle law enforcement video cameras.

Secured authorization language for aquifer storage and recovery infrastructure.

$315,000 for the South Tampa Area Reclaimed Project.

Tampa Port Authority, Florida

The Main Channel deepening project was, upon its completion, the largest public works project in the state of Florida. This was completed at 100 percent federal government expense, with a total cost in excess of $200 million.

An exemption from limitations placed on the use of tax exempt bonds for the acquisition of property for the Tampa Port Authority.

$175,000 for improvements to the Alafia Channel, despite the opposition of the Army Corps of Engineers.

$2 million grant from the Economic Development Administration for navigational improvements necessary for business expansion at the Seaport.

$1 million grant from the Federal Highway Administration for the construction of ferry docks.

$1 million for economic development and revitalization efforts at the Garrison Seaport.

Secured $3.2 million for dredging the Ybor Turning Basin.

$70 million authorization for federal improvements to the Alafia Channel, despite Administration's opposition.

Secured an authorization for improvements to the Port Sutton Channel.

Secured the conveyance of the Department of Navy property to the Tampa Port Authority.

$500,000 for improvements to the disposal areas.

$4.5 million for the dredging of the Big Bend Channel.

$200,000 for continuing the General Re-evaluation Report (GRR).

$202,000 for a terminal expansion.

$2.5 million for the widening of a portion of the main channel. Also secured language directing the Army Corps of Engineers to widen portion of channel.

City of Treasure Island, Florida

$50 million for the Causeway Bridge.

TREX Enterprises, San Diego, California

$1 million for the GLINT Program.

$2.5 million for the RTATS Program.

Tulare County, California

Secured congressional directive to the Department of Agriculture to assist with construction of farm to market roads essential for economic development.

$9.25 million for construction of farm-to-market roads.

$500,000 for the Tulare International Trade Center.

Secured congressional directive to Department of Justice to fund a Rural Crime Prevention Demonstration Program.

$1.3 million for Rural Crime Prevention Demonstration Program.

Secured new start construction funding, new requested by the Administration, for a flood control project, and second year funding of $3 million for the project.

$5.75 million for rural crime prevention.

$2.4 million for road improvement projects.

$500,000 for a vocational training center.

$4.5 million to increase capacity at an Army Corps dam.

$1.969 million for Success Lake.

$1 million for Success Dam Reservoir Enlargement.

$11 million for the Terminus Dam Lake Kaweah Enlargement.

University of Nevada Las Vegas, Nevada

Secured $1,500,000 for advanced planning for a building on the UNLV campus that would house several federal and state agencies as well as UNLV research staff.

$7.5 million for nuclear waste transmutation.

$8 million for defense wide electronic records management.

$200,000 for study of the biological effects of low level radiation exposure.

$1.5 million for the environmental restoration of Lake Mead.

$650,000 for the Center for Workforce Development and Occupational Research.

Secured appropriations language for the Biotech/Bioengineer Research Facility and Cancer Center.

$2.605 million for UNLV telemedicine network.

City of Virginia Beach, Virginia

$112 million authorization for beach erosion control and hurricane protection project.

$50.91 million appropriation for construction of a Beach Erosion Control and Hurricane Protection Project.

Waived general law to allow previously expended local funds to count toward local share of project.

Secured 50-year authorization of federal participation for a project, exempted from existing funding cap.

Coordinated efforts leading to a Commerce Department decision to allow construction of the Lake Gaston water pipeline.

$800,000 for funding of innovative homeless activities.

$1 million for the study of a new intermodal center.

$3.212 million for channel maintenance of Rudee Inlet.

$7 million for construction of Southeastern Parkway and Greenbelt.

Secured $250,000 to initiate construction of a marine mammal stranding center.

$198,000 appropriated to reimburse City for unauthorized fees imposed by the Department of Interior, and secured a congressional authorization for this action in the WRDA.

$1.1 million for beach renourishment reimbursement.

$1.053 million for the dredging of the Rudee Inlet.

$7.78 million for the renourishment of Sandbridge Beach.

$400,000 for the Norfolk Avenue Bike Trail.

$800,000 for the Atlantic Avenue Trails.

$150,000 for the Providence Road Trail Project.

$425,000 for the Marine Science Museum Science Camp.

$1.541 million for the Lynnhaven Inlet.

Secured language that would allow the City to use sand from a nearby channel to finish the hurricane protection project.

Secured language that would continue to fund the Sandbridge Beach project periodically for 50 years.

$437,000 for the Lynnhaven River Basin.

$1 million for the Virginia Beach Emergency Communications and Operations Center.

$200,000 for para-transit for the handicapped.

$500,000 for traffic light signalization projects.

$200,000 for general law enforcement expenses.

$410,000 for public safety equipment.

Town of Windermere, Florida

$500,000 for traffic calming measures.

City of Winter Park, Florida

$500,000 for traffic calming measures.

RESOLUTION NO. 2005-10

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 THE 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 or public improvement 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, as follows:

SECTION 1. The purchase or public improvement 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 this 25th day of January, 2005.

Michael C. Blake, Mayor

ATTEST:

Joan Clark, City Clerk

EXHIBIT "A"

To Resolution 2005-10

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the federal lobbying services of Alcade & Fay.

The City Manager has provided supporting documentation toward justification of the waiver, based on conditions of sale, as exception to the sealed bidding process, and based on this documentation, I support approval of this resolution.

_____

Ric Holt, City Manager

RESOLUTION NO. 2005-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2005; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted Resolution No. 2005-11 adopting the final budget for the fiscal year commencing on October 1, 2004, and ending on September 30, 2005, at a regular meeting held on September 28, 2004; 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 2004-2005 fiscal year budget shall be amended as follows:

	AMOUNT:	ACCOUNT:	DESCRIPTION:
FROM:	$15,300	001-1600-513.39-00	General Fund Contingency
FROM:	$15,300	421-4010-536.39-00	Water/Sewer Contingency
TO:	$30,600	001-1100-512.31-00	Professional Services

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 January, 2005.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Joan Clark, City Clerk

BUDGET AMMENDMENT _____ BUDGET TRANSFER X ACCOUNTING ADJUSTMENT _____

Requesting Department: City Manager's Office Date Submitted: _____

"FROM" ACCOUNT

Amount	Number	Name	Original Budget
$15,300	001-1600-513.93-00	General Fund Contingency	$390,274
$15,300	421-4010-536.39-00	Water/Sewer Contingency	$1,005,518
TOTAL $30,600			

"TO" ACCOUNT

Amount	Number	Name	Original Budget
$30,600	001-1100-512.31-00	City Manager's Professional Services	$0
TOTAL $30,600			

Reason/Justification for transfer:

The budget transfers are intended to pay for the contract services of Alcalde & Fay, federal lobbyist, on the City's behalf. Funding will provide for 6 months of service. Cost split between General Fund and Water/Sewer as lobbyist will be pursuing funding for both.

Department Requestor	Date	W Mack	1/18/05
		Finance Director	Date
Budget Manager	Date	City Manager	Date

Council approval needed for all transfers greater than $7,500. Attach copy of agenda item and City Clerk's Journal noting approval.

Council Approval Date: _____

For use by Finance

BT#: _____

Date Entered: _____ By: _____

Legislation Details (With Text)

File #:	17-513	**Version:**	2	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	11/21/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Consider the Reappointment of Mr. Troy Stephan as a member of the Planning and Zoning Board through November 30, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Reappointment Notice.pdf Consideration Letter.pdf Planning and Zoning Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 21, 2017
Agenda Date: December 12, 2017
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Mr. Troy Stephan as a member of the Planning and Zoning Board through November 30, 2020.

BACKGROUND:

Mr. Troy Stephan was appointed to the Planning and Zoning Board in September, 2016 to fulfill a vacancy left by Mr. Billy Meyers. Mr. Stephan has expressed a willingness to serve an additional three (3) year term through November 30, 2020. His current term ended November 30, 2017.

If reappointed, Mr. Stephan will serve as the “Council” appointed member through November 30, 2020. He currently meets all qualifications for serving on a City board.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council appoints and reappoints members to Cocoa's boards and committees as vacancies and term expirations occur.

RECOMMENDED MOTION:

Consider the reappointment of Mr. Troy Stephan as a member of the Planning and Zoning Board through November 30, 2020.

In response to inquiry by the Office of the City Clerk, I, Troy Stephan

✓ seek reappointment

_____ do not seek reappointment

as a member of the, Planning and Zoning Board for a three-year term.

Sincerely,

Troy Stephan

Additional Comments: _____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922



Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

October 24, 2017

Mr. Troy Stephan
411 Magnolia Ave.
Merritt Island, FL 32953

Dear Mr. Stephan:

Your term of office on the Planning and Zoning Board will expire November 30, 2017. I plan to place this item on an upcoming City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. Please return it to me in the enclosed self-addressed, stamped envelope at your earliest convenience.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

/cs

Enclosures: as stated

Cc: Cindy Thurman
Karen Hamilton
File

In response to inquiry by the Office of the City Clerk, I, Troy Stephan,

_____ seek reappointment

_____ do not seek reappointment

as a member of the Planning and Zoning Board for the City of Cocoa for a three-year term.

Sincerely,

_____
Troy Stephan

Additional Comments: _____
_____
_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Planning & Zoning Board	Meets Second Wednesday Every Month @ 6pm		Expirations in November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Troy Stephan-(non-resident)	100 Harrison St Cocoa, Florida 32922 411 Magnolia Ave., Merritt Island, FL 32953	(321)720-4529	9/2016 to fulfill unexpired term of Billy Meyers	2017
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2017
Jack L. Moore (non-resident)	P.O. Box 3462 Cocoa FL 32924 2665 Adamson Road, 32926-2639	537-0609 hm & work	11/16 Reappointed 10/13 Reappointed 9/10 Reappointed 1/08 Reappointed 10/04Reappointed 8/03 Appointed to Fill an Unexpired Term	2019
Jake Williams, Jr. (replaced Alex Van Johnson)	1054 Cypress Lane Cocoa FL 32922 Jake_williamsjr02@yahoo.com	633-7459 (H) 698-6758 (C)	12/08/15 reappointed 12/11/12 appointed	2018
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2017
Aleck Greenwood	P.O. Box 1077 Cocoa, FL 32922 agreenwood2@cfl.rr.com	917-3770 (c)	4/16 appointed	2018
Russell Sengel	5683 Saratoga Lane Cocoa FL 32926-2476 rsengel@cfl.rr.com	631-5646 (H) 637-7605 (W) 863-3704 (C)	11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2019
Sharon Ervin	335 Meridian Run Drive Cocoa, FL 32926 Srcahill2001@yahoo.com	636-0734 (hm) 636-5885 (wk) 863-6916 (cell)	09/17 appointed to fulfill unexp term of Betty Lee	2017
Todd Anderson (non-resident)	1355 Arlington Ave. Merritt Island, FL 32952	403-7595 (cell)	11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2019
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008
VACANCY -1st Alternate				
VACANCY- 2nd Alternate				
LIAISON	Councilwoman Blanco		Updated 01/17	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Monica Arsenault	433-8661		

Legislation Details (With Text)

File #:	17-514	**Version:** 2	**Name:**		
Type:	Appointment		**Status:**	Council Busines	
File created:	11/21/2017		**In control:**	City Council	
On agenda:	12/12/2017		**Final action:**		
Title:	Consider the Reappointment of Mr. David Jollay as a Regular member of the Utilities Advisory Board through November, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Reappointment Notice.pdf Consideration Letter.pdf Utilities Advisory Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 21, 2017
Agenda Date: December 12, 2017
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Mr. David Jollay as a Regular member of the Utilities Advisory Board through November, 2020. (Administrative Services Director)

BACKGROUND:

Mr. David Jollay was appointed as a Regular member of the Utilities Advisory Board in March, 2016. He filled the seat vacated by Mr. Francis Barzee, who resigned in January, 2014.

Mr. Jollay has expressed his desire to be reappointed for another three years to the Utilities Advisory Board. He currently meets all of the qualifications for serving on a City board.

If reappointed, his new term would be through November, 2020.

A UAB roster is attached for your review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council appoints and reappoints members to Cocoa's boards and committees as vacancies and term expirations occur.

RECOMMENDED MOTION:

Consider the Reappointment of Mr. David Jollay as a Regular member of the Utilities Advisory Board through November, 2020.

In response to inquiry by the Office of the City Clerk, I, David Jollay,

✓ seek reappointment

_____ do not seek reappointment

as a member of the Utilities Advisory Board for the City of Cocoa for a three-year term.

Sincerely,

David Jollay

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

October 24, 2017

Mr. David Jollay
1515 N. Indian River Dr.
Cocoa, FL 32922

Dear Mr. Jollay:

Your term of office on the Utilities Advisory Board will expire November 30, 2017. I plan to place this item on an upcoming City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. Please return it to me in the enclosed self-addressed, stamped envelope at your earliest convenience.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

/cs

Enclosures: as stated

Cc: Norma Hernandez

File

In response to inquiry by the Office of the City Clerk, I, David Jollay,

_____ seek reappointment

_____ do not seek reappointment

as a member of the Utilities Advisory Board for the City of Cocoa for a three-year term.

Sincerely,

_____
David Jollay

Additional Comments: _____
_____
_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Utilities Advisory Board	Meets Forth Wednesday Every Month @ 6pm		Expirations in November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lorraine Koss	2115 N. Indian River Drive Cocoa, FL 32922	703-201-8811 (cell)	12/16 reappointed 02/14 appointed (to fill non-renewed term of Carol Noble)	2019
Wesley Park	1112 Abington St. Cocoa, FL 32922 Wesley.n.park@gmail.com	298-2685 (H) 298-4943(W)	05/17 appointed	2020
VACANCY- Ric Holt Resigned 4/14/16	4030 Pinyon Drive, Cocoa, FL 32926	633-7049 (H)	02/15 Reappointed (term exp. 11/2014) 01/12 appointed to Bruce Tate Sr. spot (expired in Nov. 2011)	2017
David H. Jollay	1515 N. Indian River Drive Cocoa, FL 32922 dhjollay@yahoo.com	452-8694 (H) 327-6479 (w) 432-2006 (C)	03/16 Appointed (fulfilled term of F. Barzee)	2017
Barbara Kinsey	1628 Manor Drive Cocoa, FL 32922	638-0269 (H) 652-9049 (C)	02/16 Appointed (fulfilled vacancy from A. Sims)	2017
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) ~~Mr. Robert G. Adolphe, P.E., Utility Services Director~~ 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	
~~Angela Apperson~~ ~~Acting City Manager, City of Cape Canaveral~~	105 Polk Avenue Cape Canaveral, FL 32920	868-1230		
Charles Billias City of Cocoa Beach	2 South Orlando Avenue Cocoa Beach, FL 32932			
David Henderson Deputy City Manager City of Rockledge	1600 Huntington Lane Rockledge, FL 32955			
LIAISON	Deputy Mayor Boisvert		Updated 01/17	
Counsel: None				
RECORDING SECRETARY	Norma Hernandez	433-8701		

Legislation Details (With Text)

File #:	17-519	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/27/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Approve the Special Event Agreement between the City of Cocoa and the Cocoa Rotary Foundation, Inc.: Special Event Concert “Party in the Park”. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SPECIAL EVENT AGREEMENT - Rotary - Jamey Johnson concert February 2018 - Final				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 27, 2017
Agenda Date: December 12, 2017
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve the Special Event Agreement between the City of Cocoa and the Cocoa Rotary Foundation, Inc.: Special Event Concert “Party in the Park”

BACKGROUND:

The Cocoa Rotary Foundation hosts an annual fundraiser concert known as Party in the Park. The event includes a dinner and live performance and the event proceeds benefit the Central Florida Boys and Girls Club of Cocoa. The City of Cocoa supports this yearly event by serving as a co-sponsor.

The Cocoa Rotary Foundation seeks to hold its Special Event on February 25, 2018 at Cocoa Riverfront Park and Cocoa Civic Center. The Special Event Agreement outlines the services and facilities the City will provide and waives the Application, Facility Rental, Sanitation, and Permit fees. The Foundation would still be responsible for hard costs which include, personnel support (Fire, Police, Leisure Services Staffing, Public Works), electricity, water, crowd control barricades consistent with the prior year’s event. The City logo will be included in all promotional materials for this event.

STRATEGIC PLAN CONNECTION:

Economic Development, Community Development and Image, are all impacted positively by special

events held in Cocoa Village

BUDGETARY IMPACT:

Waiver of Fees:

Revenue:
Application Fee $100.00
Facility Rental Fee $1,920.00
Sanitation Fee $50.00
10% of Gross Revenue is undetermined at this time

PREVIOUS ACTION:

This item is consistent with prior City Council direction
.

RECOMMENDED MOTION:

Approve the Special Event Agreement between the City of Cocoa and the Cocoa Rotary Foundation, Inc. Special Event Concert “Party in the Park

SPECIAL EVENT AGREEMENT

THIS SPECIAL EVENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2017 by and between the **CITY OF COCOA**, a Florida municipal corporation, ("City"), and **THE COCOA ROTARY FOUNDATION, INC.,** a Florida not-for-profit company ("Permittee").

WITNESSETH:

WHEREAS, Permittee desires to hold an outdoor concert for the benefit of the public; and

WHEREAS, Permittee desires to conduct an outdoor concert on February 25, 2018, with a February 24, 2018 "load-in" of equipment (collectively, the "Special Event") and a February 26, 2018 cleanup thereafter, at Riverfront Park, the Cocoa Civic Center, the Porcher House, and the back of the Porcher House, all of which are located in and owned by the City of Cocoa, Florida; and

WHEREAS, Permittee desires a permit from the City which would permit the Permittee to hold the Special Event at as set forth in this Agreement and in accordance with all applicable City Codes; and

WHEREAS, Permittee represents and warrants that it has the personnel, tools, materials, and experience to satisfy the permit requirements set forth hereunder and to provide the Special Event as provided herein.

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration in which the parties acknowledge has been received, the parties agree as follows:

1.0 **Incorporation of Recitals:** The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.

2.0 **General Provisions:**

2.1 Definitions:

(a) "Advertise" shall mean the act of publicly announcing or calling attention to the Special Event and includes, but is not limited to, the distribution of handbills or mass mailings, the use of outdoor advertising and announcements by billboard, poster, radio, television or newspapers.

(b) "Agreement" or "Contract" shall mean this Agreement and all exhibits and addendums thereto between the City and Permittee regarding the Special Event permitted herein.

(c) "Riverfront Park" shall mean the park owned and operated by the City, which is located on Delannoy Avenue within the City of Cocoa.

(d) "City" shall mean the City of Cocoa, a Florida Municipal Corporation and its employees, agents and contractors.

(e) "City Manager" shall mean the City Manager of the Cocoa, Florida or his designee.

(f) "Permittee" shall mean **THE COCOA ROTARY FOUNDATION, INC.,** a Florida not-for-profit company, and its officers, employees, agents, and its contractors.

(g) "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 be effective against any party until said date.

(h) "Public Records" is as described in Chapter 119, Florida Statutes.

(i) "Special Event" shall collectively mean the outdoor concert to be held at Riverfront Park, portions of the Cocoa Civic Center as identified herein, the Porcher House, and the back of the Porcher House on February 25, 2018, and, the February 24, 2018 load-in of equipment, as further described in this Agreement. The Special Event shall be planned, promoted, managed, and operated by the Permittee pursuant to this Agreement.

(j) "Civic Center" or "Cocoa Civic center" shall mean portions of the Cocoa Civic Center located at 430 Delannoy Avenue in Cocoa, Florida, as follows: the ballroom and conference room #1.

(k) "Porcher House" shall mean the Porcher House at 434 Delannoy Avenue in Cocoa, Florida.

2.2 **Permit.** The City hereby permits the Permittee and the Permittee agrees to provide the Special Event and cleanup thereof as outlined in this Agreement. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

3.0 **Scope of Special Event.** Permittee agrees to provide the following Special Event under the following special operating conditions:

3.1 **Special Event.** Permittee shall advertise, produce, plan, promote, manage and operate the Special Event in cooperation with the City. In furtherance thereof, Permittee agrees to keep the City Manager fully informed of its plan to promote, manage, and operate the Special Event so that the City can reasonably satisfy its obligations under this Agreement and reasonably address issues of public health, safety, and welfare related to the Special Event.

3.1.1 Permittee shall appropriately advertise and market the Special Event. Any advertisements or promotions of the Special Event shall be approved by the

City Manager or City Manager's designee prior to being distributed. Permittee shall include the "City of Cocoa" name and logo on all of its Special Event flyers, posters, and on Permittee's Special Event website. Additionally, the City of Cocoa will be appropriately mentioned in radio and Florida today promotions that promote the Special event.

3.1.2 Permittee shall provide to the City five (5) VIP Seating / Reception passes and six (6) General Admission passes for promotional purposes.

3.2 **Food and Beverage.** Permittee agrees to provide all food and beverage concessions for the Special Event.

3.3 **Sponsorship Fees.** Permittee shall retain the sole right to all sponsorships fees for the Special Event.

3.4 **Sponsorships**. The City shall be deemed an official sponsor of the Special Event.

3.5 **Banners**. Permittee shall order informational and instructional banners for the front gates of the Event site indicating "no alcohol beyond this point," "no reentry permitted," "welcome," etc.).

3.6 **Sponsor Banners**. Permittee shall be responsible for displaying sponsor banners throughout the Event and taking the banners down at the conclusion of the Event. Banners used at the Special Event shall be approved in advance by the City.

3.7 **Staging; Other Production Materials.** Permittee shall provide all staging and production materials necessary to produce a high quality Special Event including, but not limited to, professional audio system, staging and stage lighting, golf carts, radios, tents, temporary fencing, security, event staff, and catering for staff.

3.8 **City Special Event Policy.** Permittee agrees to comply with the City's written Special Events policies, if any, deemed applicable to the Special Event by the City Manager.

3.9 **Permits.** Permittee shall obtain all local, state, and federal permits necessary to hold the Special Event and conduct any particular activities therein.

4.0 **Compensation, Expenses & Obligations**.

4.1 **Special Events Fees.**

4.1.1 *Electricity fee* for the Special Event shall be Four Hundred and no/100 Dollars ($400.00). No later than 10 days prior to the date of the Special events, Permittee shall pay the Electricity fee to the City. Unless otherwise provided in this Agreement, the Electricity fee shall be non-refundable.

4.1.2 *Water Usage fee* for the Special Event shall be Forty and no/100 Dollars ($40.00). No later than 10 days prior to the date of the Special events,

Permittee shall pay the Water fee to the City. Unless otherwise provided in this Agreement, the Water fee shall be non-refundable.

4.1.3 *Utility Bollards fee* for the Special Event shall be One Hundred and Fifty and no/100 Dollars ($150.00). No later than 10 days prior to the date of the Special events, Permittee shall pay the Utility Bollards fee to the City. Unless otherwise provided in this Agreement, the Utility Bollards fee shall be non-refundable.

4.1.4 *Crowd Control Barricades fee* for the Special Event shall be Five Dollars ($5.00) per barricade. Following the Special Event, the City shall prepare a detailed breakdown of the number of crowd control barricades provided for the Special Event and shall invoice Permittee no later than ten (10) business days following the Special Event. Such invoice shall be paid to the City no later than ten (10) business days following Permittee's receipt of the City's invoice.

4.1.5 *City Personnel and Staff Services fees.* The City shall provide and the Permittee shall pay for the services of certified law enforcement officers, electricians, firefighters/EMTs and any other City personnel deemed reasonably necessary by the City to staff and provide security during the Special Event. Said services shall be invoiced and paid for in accordance with Section 4.7.2 below.

4.2 **Waiver of Fees**. The City hereby waives the following fees:

4.2.1 *Application fee* in the amount of One Hundred and no/100 Dollars ($100.00);

4.2.2 *Facility Rental fee* for the Riverfront Park, the Civic Center and the Porcher House, which waived fees total One Thousand, Nine Hundred and Twenty and no/100 Dollars ($1,920.00); and

4.2.3 *Sanitation fee* of Fifty and no/100 Dollars ($50.00);

4.2.4 *Permit Fee*. No permit fee is charged for this Special Event.

4.3 **All Other Applicable Fees Not Waived.** All other applicable fees shall be paid, in accordance with the most recently adopted fee schedule, to include but not be limited to barricade and utility bollard rental fees, water fees and electricity fees.

4.4 **Waiver of Payment to City of Ten Percent (10%) of Gross Revenue.** The City hereby waives its right to collect payment of ten percent (10%) of the gross revenue derived by the special event pursuant to section 2-402(o), City Code.

4.5 **Permittee Expenses.** Unless otherwise provided in this Agreement, Permittee shall pay all costs and expenses approved in advance by Permittee and necessary for the Permittee to satisfy its obligations under this Agreement, including, but not limited

to, City fire and police services and extra City personnel services caused by the Special Event and as deemed reasonably necessary by the City Manager, cleanup of Riverfront Park, Civic Center, Porcher House and surrounding areas, repair of damages incurred to Riverfront Park, Civic Center, Porcher House and surrounding areas, caused by the Special Event, all necessary power at Riverfront Park, and existing lighting of Riverfront Park and surrounding areas.

4.6 **Permittee Obligations.** In addition to the special operating conditions enumerated in Section 3.0 and other general provisions as provided for herein, the Permittee shall be responsible for the following obligations:

4.6.1 **Concession, Liquor License and Insurance**. Permittee shall obtain the liquor license and liquor liability insurance for the Event. The City agrees to use reasonable efforts to support any liquor license or liquor liability insurance application submitted in furtherance of this Agreement. Permittee shall also secure the beer/wine vendor, soda vendor, ice vendor, concessions and oversee the accounting related to such vendors and concessions.

4.6.2 **Trash Collection and Clean up.** Permittee shall coordinate trash collection and clean up for the Special event areas. Permittee shall monitor the pick-up and disposal of garbage and other debris from the Special Event areas. Permittee shall be responsible for all payments due in association with trash collection and cleanup.

4.6.3 **Portable Restroom Facilities.** Permittee shall provide, at its sole expense, no less than fifteen (15) portable toilet facilities for the Special Event. Such facilities shall be placed at a location or locations acceptable to the City.

4.6.4 **Dumpster.** Permittee shall provide, at its sole expense, one (1) twenty (20)-yard roll-off dumpster for the collection of solid waste. Said dumpster shall be placed at a location acceptable to the City and shall be removed by 5:00p.m. on February 26, 2018.

4.7 **City Obligations.** City shall provide the following services and facilities for the Special Events:

4.7.1 Use of Riverfront Park, the Cocoa Civic Center, the Porcher House and the back of the Porcher House for the following timeframes:

Total Time Allotted for Preparation and "Load-in" for Special Event: February 24, 2018 from 7:00a.m. until 12:00a.m.

Event day: February 25, 2018 from 7:00a.m. until 12:00a.m. (midnight).

Continued cleanup: February 26, 2018 from 12:01a.m. until 5:00p.m.

4.7.2 Certified law enforcement officers, electricians, firefighters/EMTs and any other City personnel deemed reasonably necessary by the City to staff and provide security during the Special Event. Following the Special Event, the City shall prepare a detailed breakdown of the extra City personnel services provided for the Special Event and shall invoice Permittee no later than ten (10) business days following the Special Event. Extra personnel hours shall be calculated at a rate of Forty and no/100 Dollars ($40.00) per hour and shall be paid to the City no later than ten (10) business days following Permittee's receipt of the City's invoice.

5.0 **Due Diligence.** Permittee acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Special Event desired hereunder, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance, permits, professional entertainment and the steps necessary to complete the Special Event within the time set forth herein. The Permittee warrants unto the City that it has the competence and abilities to carefully, professionally, and faithfully complete the Special Event in the manner and within the time limits proscribed herein. The Permittee will perform the Special Event with due and reasonable diligence consistent with sound professional and labor practices and with due and reasonable consideration to the public health, safety, and welfare.

6.0 **General Miscellaneous Provisions**. The following general miscellaneous provisions shall apply to this Agreement:

6.1 **Time of the Essence**. The City's responsibility to make Riverfront Park, the Cocoa Civic Center, the Porcher House, and the back of the Porcher House available to Permittee is limited to the time periods set forth hereunder. As such, the Permittee acknowledges and agrees that time is of the essence for the completion of the Special Event to be performed under this Agreement.

6.2 **Non-Business Day.** In the event that any period of time as set forth in this Agreement expires or any date herein occurs on a Saturday, Sunday, holiday or other non-business day, then such date shall automatically extend to 5:00 p.m. on the next subsequent business day, excluding the day and time the Special Event will be held, and the date noted herein for cleanup of the Special Event, pursuant to this Agreement.

6.3 **No Assignment.** This Agreement shall not be assigned or transferred, except to a parent or affiliate company under common control, unless prior written consent is granted by the Cocoa City Manager.

6.4 **Further Assurances.** From and after the execution of this Agreement, each of the parties hereto shall fully cooperate with each other and perform any further act(s), execute and deliver any further documents which may be necessary or desirable in order to carry out the purposes and intentions of this Agreement.

6.5 **Legal Representation.** The parties acknowledge that Garganese, Weiss and D'Agresta, P. A., and other attorneys therein, have acted as counsel for the City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than the City.

6.6 **Severability**. If a word, sentence, or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, or paragraph did not exist.

6.7 **Governing Law; Venue**. This Agreement shall be governed by the law of the State of Florida. Venue of all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the Special Event is Brevard County. If any dispute concerning this Agreement arises under Federal law, the venue will be Orlando, Florida. Any objections to jurisdiction and venue are expressly waived.

6.8 **Attorney's Fees.** In the event any litigation or controversy arises out of or in connection with the parties hereto, the parties agree to bear their own costs and attorney's fees.

6.9 **Non Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other rights, unless otherwise expressly provided herein.

6.10 **Notices**. Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepared, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

TO THE CITY:

John A. Titkanich, Jr., AICP, ICMA-CM
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
(321) 433-8660 (Phone)
(321) 433-8698 (Fax)

WITH A COPY TO:

Anthony A. Garganese, City Attorney
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000

Orlando, FL 32802
407-425-9566 (Phone)
407-425-9596 (Fax)

TO PERMITTEE: The Cocoa Rotary Foundation, Inc.
Attn: James M. Arnold
PO Box 244
Cocoa, FL 32923-0244

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

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

6.13 **Interpretation**. Both the City and the Permittee have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

6.14 **No Joint Venture**. This Agreement shall not in any way be deemed to create a joint venture or principal-agent relationship between Permittee and the City.

6.15 **No City Representations and Warranties; Success of Special Event**. Permittee agrees and acknowledges that the City has made no representations and warranties regarding the Special Event. Permittee has assumed full responsibility for furnishing, performing, and completing the Special Event and that Permittee agrees and acknowledges the City has in no way guaranteed that the Special Event will be successful and profitable by any person's standard and belief of success and profit.

7.0 **Entire Agreement**. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

8.0 **Sovereign Immunity**. 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.

9.0 **General Liability Insurance.** For all activities and services permitted and which occur under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event, the Permittee shall purchase and maintain, at its own expense, such general liability insurance, food and liquor liability insurance and automobile liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event, except to the extent that such suits, losses, damages and expense arise from the City, its Manager, staff, agents, representatives, employees willful misconduct. The insurance shall have minimum limits of coverage of $1,000,000.00 per occurrence combined single limit for bodily injury liability, property damage liability, and food and liquor liability. This shall include, but not be limited to, automobile liability of owned vehicles, hired and non-owned vehicles, and employee non-ownership. All insurance coverage shall be insurer(s) approved by the City Manager and licensed by the state of Florida to engage in business of writing of insurance. The City shall be named on the foregoing insurance policies as additional insured. The Permittee shall cause its insurance carriers to furnish insurance certificates and endorsements specifying the types and amounts of coverage and effect pursuant hereto, the expiration date on such policies, and the statement that no insurance under such policies will be cancelled without prior written notice to the City in compliance with other provisions of this Agreement. The Permittee shall be solely responsible to pay any deductible, if any, relating to any claim made against the insurance coverages and policies provided under this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Permittee in accordance with this paragraph on the basis of its not complying with the Agreement, the City shall notify the Permittee in writing thereof within thirty (30) days of the date of deliver of such certificates and endorsements to the City. For all activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by Permittee and by authorized participants of the Special Event, the Permittee shall continuously maintain such insurance in the amount, type, and quality as required by this paragraph.

10.0 **Indemnification and Hold Harmless**.

10.1 For all activities and services permitted and occurring under this Agreement, including any and all activities and services provided and performed by the Permittee and by authorized participants of the Special Event, Permittee agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), which directly arises out of, or results from any act or failure to act of the Permittee or any person authorized by the Permittee to participate in the Special Event, on the cleanup thereof as noted herein, which in any way is related to the Permittee's obligations under this Agreement, and/or the services and activities provided and performed under this Agreement. The aforementioned indemnity provision does not apply to the extent that the claims, actions, causes of action, demands, judgments, costs, expenses and any and all damages of every kind and nature results from the negligence or willful misconduct of City.

The indemnification provided above shall obligate the Permittee to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may arise or result from this Agreement. In all events, the City 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.

10.2 For all services provided under this Agreement, the City agrees to the fullest extent permitted by law, to indemnify and hold harmless the Permittee and its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), which directly arises out of, or results from any negligence of the City, its officers and employees. The aforementioned indemnity provision does not apply to the extent that the claims, actions, causes of action, demands, judgments, costs, expenses and any and all damages of every kind and nature results from the negligence or willful misconduct of Permittee.

The City's liability to the Permittee under this subsection shall not include punitive damages, or interest for the period before judgment. Additionally, the City shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of $200,000.00 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the City arising out of the incident or occurrence, exceeds the sun of $300,000.00.

This section 10.0 shall survive termination of this Agreement.

11.0 **Standard of Care**. In performing its activities and services hereunder, the Permittee will use that degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality. Permittee

shall protect the public and property from any safety hazards directly resulting from the Special Event and the authorized participants thereto. This City will perform its standard law enforcement patrol operations and other routine duties in the vicinity of Riverfront Park, the Civic Center and the Porcher House during the Special Event. Any additional security personnel required for the Special Event that is directly engaged by Permittee shall be the responsibility of Permittee and shall be provided at Permittee's sole expense. The City, however, shall be responsible for providing any public safety personnel necessary for the protection of the Special Event and its attendees from hostile members of the public or counter-demonstrators. The City agrees and acknowledges that at no time and under no circumstance shall Permittee be liable or responsible for the activities and/or actions of the parties providing such security services while under the direction and supervision of the City.

12.0 **Cancellation of Special Event.** The City shall have the right to cancel the Special Event at any time in the event of an emergency, or in the event of any other occurrence requiring the cancellation of the Special Event in furtherance of the health, safety and welfare of the City, pursuant to its inherent police powers under Chapter 166, Florida Statutes. Any such cancellation shall be at the City's sole discretion, shall be without penalty to the City and shall be made by written notice to Permittee. If the Special Event is cancelled through no fault of the Permittee, the City shall refund to Permittee any fee paid to the City pursuant to Section 4.0 of this Agreement and Permittee shall have no further obligation to the City hereunder.

13.0 **Term**. The term of this Agreement shall commence upon full execution of this Agreement by the parties and end at such time Permittee has fully performed all the services required by this Agreement to the complete satisfaction of the City.

14.0 **Permittee's Signatory.** The undersigned person executing this Agreement on behalf of Permittee hereby represents and warrants that he has the full authority to sign said Agreement for Permittee and to fully bind Permittee to the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

CITY:	PERMITTEE:
City of Cocoa, a Florida municipal corporation.	**The Cocoa Rotary Foundation, Inc.**, a Florida not-for-profit corporation.
By: _____ **John A. Titkanich, Jr., AICP, ICMA-CM** **City Manager**	By: _____ Print Name: _____
Date: _____	Title: _____ Date: _____

Legislation Details (With Text)

File #:	17-520	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/28/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	City Council Liaison Appointments and Appointment of the Space Coast League of Cities Voting Delegate and Alternate. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2018 Appointment of League Voting Delegate Director.pdf BoardMemberList.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 28, 2017
Agenda Date: December 12, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
City Council Liaison Appointments and Appointment of the Space Coast League of Cities Voting Delegate and Alternate.

BACKGROUND:

City Council liaison appointments are established through Article XIII of the Rules of Procedure for Cocoa City Council meetings, and are made by the City Council annually. Council liaisons provide reports on various boards or committee activities.

Liaison Appointments for 2017 were made at the January 10, 2017 Regular City Council meeting and were as follows:

Affordable Housing Committee — Warner
(meets on an as needed basis at 4 pm)

Board of Adjustment — Warner
(meets 3rd Wednesday of every mth at 6 pm)

Brownfields Advisory Board — Parrish
(meets quarterly on the 3rd Wednesday at noon)

Code Enforcement Board (meets 3rd Thursday of every mth at 6 pm)	Boisvert
Diamond Square RDA (meets 4th Monday of every mth at 7 pm)	Whipple
Housing Authority (meets 2nd Tuesday of every mth at 5:30 pm)	Parrish
Planning & Zoning Board (meets 2nd Wednesday of every mth at 6 pm)	Blanco
Space Coast League of Cities (meets 2nd Monday of every mth at 5:45 pm	Whipple-Primary Warner-Alternate
Space Coast TPO (meets 2nd Thursday of every mth at 3:00 pm in Viera)	Boisvert-Primary Warner-Alternate
US 1 Corridor RDA (meets quarterly or as needed on the 4th Monday at 6:15 pm)	Blanco
Utilities Advisory Board (meets quarterly or as needed on the 4th Wednesday of the month at 6 pm)	Boisvert

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council liaison appointments have been made annually and are adjusted as necessary during the year.

At the Regular City Council meeting held on January 10, 2017, liaison appointments were made for the 2017 calendar year.

RECOMMENDED MOTION:

City Council Liaison Appointments and Appointment of the Space Coast League of Cities Voting Delegate and Alternate.

SPACE COAST LEAGUE OF CITIES, INC.

A Florida Not-for Profit Corporation

CAPE CANAVERAL	*INDIALANTIC*	*MELBOURNE BEACH*	*ROCKLEDGE*
COCOA	*INDIAN HARBOUR BEACH*	*MELBOURNE VILLAGE*	*SATELLITE BEACH*
COCOA BEACH	*MALABAR*	*PALM BAY*	*TITUSVILLE*
GRANT-VALKARIA	*MELBOURNE*	*PALM SHORES*	*WEST MELBOURNE*

"CITIES OF BREVARD WORKING TOGETHER"

2018 Appointment of League Voting Delegate/Director

The Bylaws of the Space Coast League of Cities require the following:

- Every December, the governing body of each member municipality must appoint a Voting Delegate/Director and Alternate to the League.

  Eligibility: Only the member municipality's elected officials, manager, attorney, clerk, and department heads are eligible to be a Voting Delegate/Director and Alternate. Any Voting Delegate/Director or Alternate who ceases to hold such a position ceases at the same time to be a Voting Delegate/Director or Alternate.

  Functions: The person appointed as Voting Delegate serves as both the member municipality's Voting Delegate at membership meetings and its representative to the Board of Directors. The Voting Delegate and the Director is the same person. The sole function of the Alternate for the Voting Delegate/Director is to vote in the absence of the Voting Delegate/Director.

- Following the appointment, the names of the Voting Delegate/Director and the Alternate must be promptly certified in writing to the League Secretary.

- Because the number of votes allocated to member municipalities for membership meetings is based upon population, each member municipality must also certify its current population figures when it certifies its Voting Delegation/Director and Alternate.

Accordingly, please provide and certify the information requested below and return this form promptly to the League Executive Secretary at the email address: **execsec@scloc.org**.

Municipality: Click here to enter text. **Current Population**: Click here to enter text.

Voting Delegate/Director: Click here to enter text.

Email address: Click here to enter text. **Telephone Number**: Click here to enter text.

Alternate Voting Delegate/Director: Click here to enter text.

Email address: Click here to enter text. **Telephone Number**: Click here to enter text.

I hereby certify that the above named persons were duly appointed by our governing body and the foregoing information is correct: Municipality Clerk's signature: Click here to enter text. **Date:** Click here to enter text.

CITY OF COCOA BOARD AND COMMITTEE MEMBER LIST

Affordable Housing Advisory Committee	**Meets Second Thursday of Every Other Month 4:00 p.m.**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
David W. Armstrong Building Industry	7350 Talona Dr., Ste. A West Melbourne FL 32904 dave@armstrongcustomhomes.com	255-1979 (h) 724-6674(w) 508-7944(c)	04/14 Reappointed 02/13 appt.	2017
VACANCY~~-Marian T. Jackson Banking or Mortgage Banking Industry~~ Removed – appointed to Housing Authority on 12/10/13	1209 Heritage Acres Blvd. Rockledge, FL 32955	633-9427 hm 454-6534 wk	05/11 reappt. 05/08 appointed	2014
VACANCY~~-Robert Kramer Labor rep~~ ***(DID NOT SEEK REAPPOINTMENT)***	692 Harrington Street SW Palm Bay FL 32908 kramerbuilding@cfl.rr.com	720-9119 cell	03/13 re-appt 05/08 appointed	2014
Edwin Normandia For-Profit Provider	1091 Walden Boulevard Palm Bay FL 32909 enormandia@aol.com	723-4944 hm 749-3545 cell	05/14 reappointed 03/12 appointed	2017
VACANCY-~~Ricardo W. Jackson Low-Income advocate~~(DID NOT SEEK REAPPOINTMENT)	1209 Heritage Acres Blvd. Rockledge, FL 32955	633-9427 hm 266-8535 wk 266-8535 cell	05/11 reappt. 05/08 appointed	2014
VACANCY~~-Joe C. Robinson Not-For-Profit provider~~ Removed – appointed to Housing Authority on 12/10/13	4475 S. Hopkins Avenue Titusville, FL 32780	383-4424 hm 269-6555 wk 961-2325 cell	05/11 reappt. 05/08 appointed	2014
VACANCY~~-Terry D. Lolmaugh Real Estate Professional~~ ***(DID NOT SEEK REAPPOINTMENT)***	852 Woodbine Drive Merritt Island, FL 32952 TraffordRealty@SunnyFloridaHomes.com	453-0036 hm 636-3131 wk 917-4100 cell	05/08 appointed	2014
VACANCY-moved ~~Karen Houston Resident Member~~	~~237 Lemon Street Cocoa FL 32922 mzkah@aol.com~~ moved as of 5/2017	~~637-0508 hm 205-6989 cell~~	~~05/14 reappointed 03/13 appointed~~	~~2017~~
Michael Dobrin Local Planning Agency	100 Riverside Drive # 406 Cocoa, FL 32922	637-0884 hm 419-203-6689 cell	05/14 Reappointed 06/11 Reappointed 05/08 appointed	2017
Linda W. Wells Employer rep	3600 West King Street Cocoa, FL 32926 lwells@agingmattersbrevard.org	806-3740 wk 770-778-6636 cell	11/14 Reappointed Appt. 02/13 Resigned 8/12 05/11 Reappointed 05/08 appointed	2017
Linda Graham Essential Services personnel	3711 Crossbow Drive Cocoa FL 32926 Linda.graham@brevardcounty.us grahamlindav@yahoo.com	636-3107(h) 633-2076(w)	06/17 reappointed 10/14 reappointed 02/13 appt.	2020

Liaison	Councilwoman Warner		Updated 01/17	
RECORDING SECRETARY	Torri Edwards	433-8661		

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert W. Frey, Chairman	~~322 Clearlake Rd. Cocoa, FL 32922~~ 1523 N. Cocoa Blvd. Cocoa, FL 32922 bikesNpawn@yahoo.com	633-1326 480-7623(c)	4/14/15 Reappointed 5/8/12 Reappointed 4/14/09 Reappointed 5/23/06 Reap. 3/03 Reappointed 10/97 Appointed	2018
Matthew Ford	709 Hughlett Ave. Cocoa, FL 32922-7669	636-2977 hm 266-9533 pgr	5/16 Reappointed 4/13 Reappointed 9/11 appointed (fulfilling his own term-was removed due to absenses, then reapplied)	2019
Jane Jollay	1515 N. Indian River Drive Cocoa, FL 32922 janejollay@yahoo.com	848-5174 cell	06/16 reappointed 01/15 appointed (fulfilling term of Seminazzi)	2019
James Goins	707 Johnson Street Cocoa, FL 32922 Jagpromo2@gmail.com	208-4088 hm, cell, work	3/17 appointed Fulfilled Rip Dyals seat	2018
Nancy N. Elliot-*Vice Chairperson as of 7/20/16*	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	7/17 reappt. 5/14 appt.	2020
Bruce Gilmore	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687	05/17 Reappointed 04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2020
Connie T. Harvey	29 Riverside Drive #601 Cocoa, FL 32922 CTIPPETT@aol.com	806-3525 hm 571-268-2121 cell	4/14/15 Reappointed 01/15 appointed (fulfilled term of M. Williams)	2018
Vacancy 2nd Alternate				
Rip Dyal, 1st Alternate	3807 Parapet Drive Cocoa, FL 32926 RHAD6@aol.com	639-9547 HM	08/17 appointed	
LIAISON	Councilwoman Warner		Updated 01/17	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Monica Arsenault	433-8661		

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. 1175 Dusseldorf Ave NW, Palm Bay FL 32907-9305	693-6627 mailto:blangcfr@yahoo.com	12/16 Re-elected 12/14 re-elected 10/12 re-elected 1/22/10 elected (replaced Silverman)	2018
Leland Cox (Fifth Member)	4180 Paddington St. Cocoa, FL 32926-2171	639-8251	03/17 re-elected 12/14-re-elected 10/12 re-elected 02/10 appointment (John Frey's position)	2018
Elliott Zimmerman (Appointed by Council)	3212 Westchester Drive, Cocoa 32926	632-8861	Reappt 9/13/16 Appt. 9/9/14	2018
Milton Norris Park, Chairman (Appointed by Council)	1111 Burnham Street, 32922-6836	636-6282 (home) 690-3968 (work) 750-1626 (cell) mpark@cfl.rr.com	09/16 Reappointed 07/14 Reappointed 09/12 Reapppointed 10/10 Reappointed 09/08 Reappointed 9/06 Reappointed 4/96 Appointed	2018
Lt. Mitchell Weldon (Elected by employees) *Trustee position #1*	Cocoa Fire Dept. 6800 N. US Hwy 1, Apt. 4304, Cocoa FL 32927-5069	Weldonm@yahoo.com	12/16 Re-elected 05/14 Reappointed 4/12 Elected to fill seat vacated by Allan White.	2018
Counsel: Mark Floyd of Mierzwa & Associates	Mierzwa & Assoc. 3900 Woodlake Boulevard, Suite 212 Lake Worth FL 33463-3045	407-		
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@resourcecent		

		ers.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 (Appointed by Council)	3325 Erie St. Cocoa, FL 32926	321-632-9461 hm 321-431-9724 cell Harr640@bellsouth.net	09/17 Reappointed 02/17 Appointed (fulfilled vacated seat of Walter Moore)	2020
Vincent Knowles (Elected by Employees)	City of Cocoa 65 Stone St. Cocoa, Florida 32922 2392 Mars Court Cocoa, FL 32926	Cell: 321-684-2488 lisapknowles@hotmail.com	09/16 re-elected 09/14 Elected to fulfill term of Timothy Gray	2019
Sherry Woodhouse (Appointed By City Council)	12 Oak Street Cocoa FL 32922-7830	631-7185 (H) 501-4810 (C)	09/15 Reappointed 09/12 reappointed 08/09 reappointed 11/27/07 appointed	2018
Jeff Childers, Vice Chair/Secretary (Fifth member)	7207 Achilles Road Cocoa FL 32927-8082	Home 631-9512 fetchitman@yahoo.com	09/15 Ratified 09/12 Ratified 06/11 Ratified 09/10 Reelected 10/07 Elected	2018
Missie McCarthy, Chair (Retiree member - Appointed by City Council)	3461 Fox Wood Drive, Titusville FL 32780*2525	268-1902 (H) missiemccarthy@ymail.com	9/16 Reappointed 9/13 Reappointed 9/10 Reappointed 9/07 Appointed	2019
Counsel: Mr. Scott Christiansen	Christiansen & Dehner, 63 Sarasota Center blvd., Suite 107 Sarasota, Fl. 34240 941-377-2200	Phone 941-377-2200 Fax 941-377-4848		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
RECORDING SEC	Sheila Hutcheson	321-267-3082		

Board of Trustees for the Police Officers' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Robert Bobay, Chairman (Elected by Members)	Cocoa Police Dept.	639-7620	11/05 Elected 9/07 Reelected 09/09 Reelected 10/11 Reelected 09/13 Reelected 09/15 Reelected 09/17 Reelected	2019
Patrick Dovale (Elected by Members)	Cocoa Police Dept.	639-7620	09/17 Elected (will fulfill term of Eric Austin)	2019
Michael J. Kirn (Appointed by Council)	3841 Stonemont Drive, Cocoa FL 32926-6426	321-514-7671 cell mkirn@cocoapolice.com	09/2016 Reappointed 09/2014 Reappointed 09/2012 Reappointed 06/14/11 appointed	2018
John Casey, (5th Member)	Cocoa Police Dept. 1965 Holt Dr., Merritt Island FL 32952	637-6325 (work) 459-1028 (home) 863-9474 (cell) jcasey@cocoapolice.com	09/13/16 Reappointed/Ratified 09/2012 Reappointed 12/10 Appointed	2018
Paul Kamus (Appointed by Council)	116 Olive St. Cocoa, FL 32922-7558	639-9425 508-4060 cell	09/2016 Reappointed 09/2014 Reappointed 9/2012 Reappointed 9/2010 Reappointed 4/2009 appointed to fill unexpired term of A. Allen	2018
Counsel: Timothy Bradley	1600 Woodland Drive Rockledge FL 32955	504-4455		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
Recording Secretary	Sheila Hutcheson	321-267-3082		

Brownfields Advisory Board **Meets Quarterly on the 3rd Wednesday of the Month at Noon** **No Expirations**				
Name	**Address**	**Phone**	**Appointed**	**Expiration**
Judy A. Blanchard	1614 Sun Gazer Drive Rockledge, FL 32955 jblanchard@careersourcebrevard.com	321-507-4790 hm 321-394-0567 wk 321-213-3343cell	01/2017	None
LaShauna Ginn	115 N. Indian River Drive #232 Cocoa, FL 32922 shaunaginn@aol.com	863-370-2708 cell	01/2017	None
Lang Houston	1242 Dixon Blvd. Cocoa, FL 32922 Langhouston@cfl.rr.com	321-632-8755 hm 321-632-1007 wk 321-543-0117 cell	01/2017	None
Elizabeth Huy	6525 3rd St., Suite 304 Rockledge, FL 32955 ehuy@spacecoasteoc.org	321-638-2000 wk 321-543-0288 cell	01/2017	None
Scott Jackson	118 S. Indian Circle Cocoa, FL 32922 scottconradjackson@yahoo.com	321-735-9872 wk 321-794-1024 cell	01/2017	None
Cynthia M. Leckey	2725 Judge Fran Jamieson Way A-116 Viera, FL 32940 Cynthia.leckey@flhealth.gov	321-615-9371 wk 321-720-2575 cell	01/2017	None
Mark Oenbrink	Cocoa Police Department moenbrink@cocoapolice.com		01/2017	None
LIAISON	Mayor Parrish		Updated 01/2017	
RECORDING SECRETARY	Torri Edwards	433-8661		

Cocoa Redevelopment Agency	Meets First Tuesday Every Month @ 5pm		Expirations in April and November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Mayor Henry U. Parrish III	536 Delannoy Avenue Cocoa, FL 32922	302-4017	11/12	11/2020
District 1- Clarence Whipple	1201 Counts Street, Cocoa, FL 32922	720-3736 cell	12/16 appointed	11/2018
District 3- Councilman Don Boisvert	285 Outer Drive Cocoa, FL 32922	633-0162 hm 403-9173 cell	06/10 appointed	11/2020
District 4- Deputy Mayor Jeri Blanco	2106 Ivy Drive Cocoa, FL 32922	604-1879 cell 514-3531 personal cell	09/16 appointed	11/2018
District 2- Councilwoman Brenda Warner	143 Circle Drive Cocoa, FL 32922	543-8018	11/12 appointed	11/2020
Edward A. Lanni	939 N. Indian River Dr., 32922-7531 lanniedward@gmail.com	639-8915	04/14-Reappointed 12/11/12 appointed Resigned to run for District 2 3/10 Reappointed 2/06 Reappointed 3/02 Reappointed 11/98 Appointed	4/2018
Janet C. Stewart	1096 Fairlawn Drive, Rockledge 32955-3032 (owner of Bath Cottage) JStewart07@AOL.com	639-9004 (H) 690-2284 (W) 537-9348 (C)	06/16 Reappointed 2/28/12 Reappt. 4/8/08 reappt. 5/23/06 Appt.	4/2020
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Torri Edwards	433-8661		

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
Jim Gifford – Chairperson	2807 Tulane Drive, 32926-5756	427-9645 cell	5/16 Reappointed 6/13 Reappointed 4/10 Reappointed 5/07 Reappointed 4/04 Reappointed 11/95 Appointed	2019
Virginia Weaver	2303 MacFarland Drive, Cocoa, FL 32922-7034	632-9241	07/15 Reappointed 05/12 Reappointed 05/09 Reappointed 05/06 Reappointed 8/04 Appointed to Unexpired Term	2018
George Brown, Jr., Vice Chairperson	555 W. King Street, 32922-7421	632-6563	07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2020
Michael A. Cicerrella	2815 Tulane Drive, 32926-5756 mcicerrella@cfl.rr.com	631-0042	05/15 Reappointed 04/12 Reappointed 05/09 Reappointed 05/06 Reappointed 11/04 To Fill an Unexpired Term	2018
Michael Klug	2106 Ivy Drive Cocoa, FL 32922	514-3533	06/15 Reappointed 03/15 Appointed (fill Z. Lewis seat)	2018
William Terrell	90 Delannoy Avenue Cocoa, FL 32922 Bill-terrell@msn.com	795-2567 hm	10/15 Appointed (replaced F. Scott who did not seek reappt in June 2015)	2018
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave_Jr@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	05/15 Reappointed 03/15 appointed (filled C. Young seat)	2018
Stephanie Moretto-1st Alternate	105 Forrest Avenue PMB #454 Cocoa, FL 32922 stephigunz@gmail.com	321-704-3599 (hm, wk, cell)	01/17 Appointed	No expiration
VACANCY - 2nd Alternate				
LIAISON	Councilman Boisvert		Updated 01/17	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Diamond Square Redevelopment Agency	**Meets Third Monday Every Month @ 7pm**			**Expirations in June**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jewel Collins	810 Kentucky Ave. Cocoa, FL 32922 (contact info as of 6/21/17)	~~720-9102 cell~~ 208-8144 ph	05/14 reappointed 07/10 reappt. 11/06 appt.	2018
Delores ~~Rainey~~ Martin, *Vice Chairperson (elected 5/18/15)*	1314 Moss Lane Cocoa, FL 32922-6142	305-6028	05/15 Reappointed 05/11 Reapt. 08/10 appointed to fill unexpired term of Holmes	2019
Tracy A. Moore, Chairperson *(elected 5/18/15)*	2747 Wentworth Place, 32926-5865	639-9917	06/14 Reappointed 05/10 Reappointed 05/06 Reappointed 5/04 Appointed	2018
Sylvia Thomas	717 Aurora St. Cocoa, FL 32922 Sthomas@ELCbrevard.org	636-0160 hm 507-0932 cell 637-1800 ext. 2001 wk	06/17 Appointed (replaced R. Jenkins)	2021
Ed Jones	1214 Holmes Street, 32922-6159	631-4003 wk 543-3523 cell	8/12/14 Reap. 5/10 Reappointed 5/23/06 Reap. 6/02 Reappointed 3/98 Appointed	2018
Mr. Adrian M. Moss-Beasley -- Vice Chairperson	P.O. Box 237201 Cocoa FL 32923-7201(send his mail here) 247 Beacon Pointe Drive Ocoee, FL 34761	407-814-7002 hm 321-264-5208 wk 321-278-4051 cell	07/14 Reappointed 08/10 Reappointed 05/06 Reappointed 6/02 Appointed	2018
Larry B. Robinson	521 S. Carolina Ave. Cocoa, FL 32922-6179	652-6392 cell	06/14 Reappointed 08/12 appointed to fill unexpired term of J. Thomas	2018
LIAISON	Councilman Whipple	720-3736 cell	Updated 01/17	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935			
RECORDING SECRETARY	Torri Edwards	433-8661		

Housing Authority of the City Of Cocoa - Terms of Office Fall Under The Housing Authority Program Requirements		**Meets Third Tuesday Every Month**		**Expirations in December**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Buzzell, Scott L. (resident member)	1119 Fern Avenue Cocoa FL 32922	321-458-2620 (home) 321-639-2233 (work) 321-458-2620 (cell) Scott.Buzzell@yahoo.com	12/10/2013	December 31, 2017
Cole, Thomas	3219 Bayfield Cocoa FL 32922	321-652-9676 (work) 321-288-9486 (cell) Thomas.cole@emmajewelcharter.com	02/10/15 Reappointed 12/10/2013	December 31, 2018
Jackson, Marian T.	1209 Heritage Acres Boulevard Rockledge FL 32955	321-633-9427 (home) 321-837-7081 (work) 321-537-6999 (cell) mjackson@cfl.rr.com	12/08/15 reappointed 12/10/2013	December 31, 2019
Joiner, Chenita	2202 Mercer Drive Cocoa FL 32926	321-639-6413 (home) 321-633-2007 (work) 321-591-4501 (Cell) Jkeds01@earthlink.net	12/10/2013	December 31, 2016
Robinson, Joe C. (Chairman)	5510 Bent Oak Drive Titusville FL 32780	321-383-4424 (home) 321-383-3026 (work) 321-361-2325 (cell) nbcsc@cfl.rr.com	12/10/2013	December 31, 2017
LIAISON	Mayor Parrish		Updated 01/17	
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 Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Troy Stephan-(non-resident)	100 Harrison St Cocoa, Florida 32922 411 Magnolia Ave., Merritt Island, FL 32953	(321)720-4529	9/2016 to fulfill unexpired term of Billy Meyers	2017
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2017
Jack L. Moore (non-resident)	P.O. Box 3462 Cocoa FL 32924 2665 Adamson Road, 32926-2639	537-0609 hm & work	11/16 Reappointed 10/13 Reappointed 9/10 Reappointed 1/08 Reappointed 10/04Reappointed 8/03 Appointed to Fill an Unexpired Term	2019
Jake Williams, Jr. (replaced Alex Van Johnson)	1054 Cypress Lane Cocoa FL 32922 Jake_williamsjr02@yahoo.com	633-7459 (H) 698-6758 (C)	12/08/15 reappointed 12/11/12 appointed	2018
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2017
Aleck Greenwood	P.O. Box 1077 Cocoa, FL 32922 agreenwood2@cfl.rr.com	917-3770 (c)	4/16 appointed	2018
Russell Sengel	5683 Saratoga Lane Cocoa FL 32926-2476 rsengel@cfl.rr.com	631-5646 (H) 637-7605 (W) 863-3704 (C)	11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2019
Sharon Ervin	335 Meridian Run Drive Cocoa, FL 32926 Srcahill2001@yahoo.com	636-0734 (hm) 636-5885 (wk) 863-6916 (cell)	09/17 appointed to fulfill unexp term of Betty Lee	2017
Todd Anderson (non-resident)	1355 Arlington Ave. Merritt Island, FL 32952	403-7595 (cell)	11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2019
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008
VACANCY -1st Alternate				
VACANCY- 2nd Alternate				
LIAISON	Deputy Mayor Blanco		Updated 01/17	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Monica Arsenault	433-8661		

Space Coast TPO/T.P.O Citizens Advisory Committee	
Member	**Appointed**
Don Boisvert/Primary Brenda Warner/Alternate	12/15; reappointed 12/16; reappointed 01/17
Jim McCarthy	07/11
Ed Lanni, Alternate	07/11

Brevard Metropolitan Planning Organization--Technical Advisory Committee	
Member	**Appointed**
Michael Georgio (Primary)	7/06

U.S. 1 Corridor Redevelopment
Agency **Meets Fourth Monday Every Month @ 6:15pm** **Expirations in June**

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Richard Louden – Chairperson (re-elected 8/2010)	547-A Delannoy Avenue, 32922	638-8804	6/14 Reappointed 4/10 Reappointed 6/06 Reappointed 3/98 Appointed	2018
James McCarthy	116 Lemon St. Cocoa, FL 32922 James1.jm26@gmail.com	631-0092 (w) 917-7910 (c)	07/17 reappointed 06/11/13 Reappointed 12/11/12 appointed	2021
Laura J. Houston	109 N. Fiske Blvd. Cocoa, FL 32922-7211	208-1116 hm	07/15 appointed	2019
Annette Miele	3801 Arrowsmith Dr. Cocoa, FL 32926-6416	633-1000x639 (W) 795-4983 cell	05/14 Reappointed 04/10 Reappointed 04/09 appointed (to fill unexpired term of Kaz)	2018
Lawrence Koss	2115 N. Indian River Drive Cocoa, FL 32922 llkosmosjr@gmail.com	266-7520 cell	10/14 appointed	2018
Crystal McQueen	956 N. Cocoa Blvd. Ste. 1121 & 1123 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-271-4659 (hm) 321-271-4365 (cell)	10/16 appointed (fulfilling term of Jeri Blanco)	2018
Thomas H. Yardley	1970 Michigan Ave; Bldg. D 32922-5723	868-7959 633-0400	5/16 Reappointed 5/8/12 reappointed 6/08 reappt. 5/04 Reappointed 3/98 Appointed	2020
LIAISON	Deputy Mayor Blanco		Updated 01/17	
Counsel: Joe Colombo				
RECORDING SECRETARY	Torri Edwards	433-8661		

Utilities Advisory Board	**Meets Forth Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lorraine Koss	2115 N. Indian River Drive Cocoa, FL 32922	703-201-8811 (cell)	12/16 reappointed 02/14 appointed (to fill non-renewed term of Carol Noble)	2019
Wesley Park	1112 Abington St. Cocoa, FL 32922 Wesley.n.park@gmail.com	298-2685 (H) 298-4943(W)	05/17 appointed	2020
VACANCY- Ric Holt Resigned 4/14/16	4030 Pinyon Drive, Cocoa, FL 32926	633-7049 (H)	02/15 Reappointed (term exp. 11/2014) 01/12 appointed to Bruce Tate Sr. spot (expired in Nov. 2011)	2017
David H. Jollay	1515 N. Indian River Drive Cocoa, FL 32922 dhjollay@yahoo.com	452-8694 (H) 327-6479 (w) 432-2006 (C)	03/16 Appointed (fulfilled term of F. Barzee)	2017
Barbara Kinsey	1628 Manor Drive Cocoa, FL 32922	638-0269 (H) 652-9049 (C)	02/16 Appointed (fulfilled vacancy from A. Sims)	2017
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) ~~Mr. Robert G. Adolphe, P.E., Utility Services Director~~ 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	
~~Angela Apperson~~ ~~Acting City Manager, City of Cape Canaveral~~	105 Polk Avenue Cape Canaveral, FL 32920	868-1230		
Charles Billias City of Cocoa Beach	2 South Orlando Avenue Cocoa Beach, FL 32932			
David Henderson Deputy City Manager City of Rockledge	1600 Huntington Lane Rockledge, FL 32955			
LIAISON	Councilman Boisvert		Updated 01/17	
Counsel: None				
RECORDING SECRETARY	Norma Hernandez	433-8701		

City Council Liaison Appointments	Expirations Each November After Elections
Board	**Liaison**
Affordable Housing Committee	Councilwoman Warner
Board of Adjustment	Councilwoman Warner
Code Enforcement Board	Councilman Boisvert
Diamond Square Redevelopment Agency	Councilman Whipple
Brownfields Advisory Committee	Mayor Parrish
Housing Authority	Mayor Parrish
Planning & Zoning Board	Deputy Mayor Blanco
Space Coast League of Cities	Councilman Whipple Primary / Councilwoman Warner Alternate
Space Coast TPO	Councilman Boisvert Primary / Councilwoman Warner Alternate
U.S. 1 Redevelopment Agency	Deputy Mayor Blanco
Utilities Advisory Board	Councilman Boisvert
	List updated 11/15/2017

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.

Legislation Details (With Text)

File #:	17-521	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	11/28/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	

Title: Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa, and Broadmoor Acres Community Restoration and Preservation Inc. This agreement conditionally provides a reduction of the code enforcement liens associated with 408 Kentucky Ave., 1115 Broadmoor Dr., 1057 Mitchell St., 401 N Carolina Ave., 1102 Broadmoor Dr., and 300 N Varr Ave., to $0 providing the Owner agrees to and complies with the conditions set forth in the agreement. (Chief of Police)

Sponsors:

Indexes:

Code sections:

Attachments: Broadmoor Acres Lien Reduction Agreement.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 28, 2017
Agenda Date: December 12, 2017
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa, and Broadmoor Acres Community Restoration and Preservation Inc. This agreement conditionally provides a reduction of the code enforcement liens associated with 408 Kentucky Ave., 1115 Broadmoor Dr., 1057 Mitchell St., 401 N Carolina Ave., 1102 Broadmoor Dr., and 300 N Varr Ave., to $0 providing the Owner agrees to and complies with the conditions set forth in the agreement.

BACKGROUND:

The City was approached by Lawrence Sinclair, CEO of Broadmoor Acres Community Restoration and Preservation Inc., who is seeking to construct affordable housing on 408 Kentucky Ave, 1115 Broadmoor Dr., 1057 Mitchell St., 401 N Carolina Ave., 1102 Broadmoor Dr. and 300 N Varr Ave. The City currently has fifty-nine (59) code liens relating to the above-mentioned properties, totaling $541,309.72 in liens amounts.

- 408 Kentucky Ave.

CE-10-826	Abatement	$135.00	BK 6278/PG 2371
CE-12-655	Abatement	$165.00	BK 6711/PG 1021
CE-16-855	Demo	$4,134.88	BK 6893/PG 2921

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- 1115 Broadmoor Dr.

CE-09-393	Code Case	$163,250.00	BK 6120/PG 93
CE-10-823	Abatement	$135.00	BK 6275/PG 2885
CE-11-662	Abatement	$165.00	BK 6451/PG 1976
CE-12-462	Abatement	$165.00	BK 6658/PG 2358
CE-12-782	Abatement	$165.00	BK 6711/PG 1015
CE-13-165	Abatement	$165.00	
CE-13-568	Abatement	$165.00	BK 6937/PG 2646
CE-13-768	Abatement	$155.00	BK 7008/PG 1808
CE-14-316	Abatement	$160.00	BK 7185/PG 810
CE-14-549	Abatement	$155.00	BK 7234/PG 331
CE-15-1023	Abatement	$170.00	BK 7559/PG 2688
CE-16-298	Abatement	$310.00	BK 7696/PG 2630
CE-16-711	Abatement	$170.00	
CE-17-108	Demo	$2,310.50	BK 6528/PG 2558

- 1057 Mitchell St

CE-11-660	Code Case	$101,400.00	BK 6442/PG 2348
CE-12-090	Abatement	$165.00	BK 6583/PG 2634
CE-12-723	Abatement	$165.00	BK 6711/PG 1010
CE-13-230	Abatement	$165.00	BK 6798/PG 2805
CE-16-850	Demo	$2,289.77	BK 7195/PG 116

- 401 N Carolina Ave.

CE-12-029	Abatement	$165.00	
CE-12-466	Abatement	$165.00	BK 6658/PG 2361
CE-13-171	Abatement	$165.00	BK 6798/PG 2804
CE-13-658	Abatement	$165.00	BK 6971/PG 836
CE-14-343	Abatement	$160.00	BK 7219/PG 593
CE-15-059	Abatement	$310.00	BK 7264/PG 2926
CE-15-388	Abatement	$170.00	BK 7385/PG 1512
CE-15-573	Abatement	$170.00	BK 7430/PG 445
CE-16-260	Abatement	$170.00	BK 7673/PG 2231
CE-16-710	Abatement	$310.00	
CE-17-085	Demo	$2,802.17	BK 6719/PG 2033

- 1102 Broadmoor Dr.

CE-10-824	Abatement	$135.00	BK 6275/PG 2884
CE-10-881	Code Case	$103,250.00	BK 6427/PG 2375
CE-11-404	Abatement	$165.00	BK 6395/PG 2362
CE-11-661	Abatement	$165.00	BK 6451/PG 1978
CE-12-031	Abatement	$165.00	BK 6518/PG 2579
CE-12-202	Abatement	$165.00	BK 6609/PG 1020
CE-12-459	Abatement	$165.00	BK 6658/PG 2359
CE-12-784	Abatement	$165.00	BK 6719/PG 1938
CE-13-169	Abatement	$165.00	BK 6798/PG 2807
CE-13-609	Abatement	$165.00	BK 6937/PG 2645
CE-13-720	Abatement	$165.00	BK 7014/PG 950
CE-14-315	Abatement	$160.00	BK 7185/PG 814
CE-17-084	Demo	$2,247.17	BK 6719/PG 2030

- 300 N Varr Ave

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CE-17-154	Demo	$2,415.23	BK 6031/PG 781
CE-16-430	Abatement	$170.00	BK 7716/PG 2518
CE-15-598	Abatement	$170.00	BK 7434/PG 2968
CE-14-313	Abatement	$160.00	BK 71/87/PG 2948
CE-13-767	Abatement	$160.00	BK 7008/PG 1807
CE-13-164	Abatement	$165.00	BK 6778/PG 522
CE-12-764	Abatement	$165.00	BK 6711/PG 1019
CE-12-460	Abatement	$165.00	BK 6658/PG 2372
CE-12-032	Abatement	$165.00	BK 6518/PG 2522
CE-11-657	Abatement	$165.00	BK 6454/PG 949
CE-10-825	Abatement	$135.00	BK 6278/PG 2368
CE-09-601	Abatement	$235.00	BK 6059/PG 81
CE-07-448	Code Case	$148,750.00	BK 5814/PG 5977

The current combined market value is **$49,600.00** according the Brevard County Property Appraiser.

Mr. Sinclair has approached the City asking for Lien Reduction for the above-mentioned properties to develop the land with affordable housing. The reduction will be subject to the conditions provided in the Lien Agreement.

Staff is requesting that the Board approve the Code Enforcement Lien Reduction Agreement drafted by the City Attorney's office pursuant to 6-707 of the Cocoa City Code. Upon the Code Enforcement Board and City Council conditionally agreeing to reduce the code liens to Zero ($0).

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on November 16, 2017, recommended approval of the recommended Code Enforcement Lien Reduction Agreement.

RECOMMENDED MOTION:

Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa, and Broadmoor Acres Community Restoration and Preservation Inc. This agreement conditionally provides a reduction of the code enforcement liens associated with 408 Kentucky Ave., 1115 Broadmoor Dr., 1057 Mitchell St., 401 N Carolina Ave., 1102 Broadmoor Dr., and 300 N Varr Ave., to $0 providing the Owner agrees to and complies with the conditions set forth in the agreement.

CODE ENFORCEMENT LIEN REDUCTION AGREEMENT

THIS CODE ENFORCEMENT LIEN REDUCTION AGREEMENT("Agreement") is made and entered between the **CITY OF COCOA** ("City") and **BROADMOOR ACRES COMMUNITY RESTORATION AND PRESERVATION INC.** ("Owner").

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration in which the Parties acknowledge, the Parties agree as follows:

1. **Property**. Owner is the fee simple owner of properties located in the Broadmoor Acres neighborhood in the City of Cocoa, specifically, 408 Kentucky Avenue, 1057 Mitchell Street, 401 N. Carolina Avenue, 1115 Broadmoor Drive, 1102 Broadmoor Drive, and 300 N. Varr Avenue, ("the Property").

2. **Liens**. The City currently has the following code liens relating to property maintenance violations on the Property ("code liens"), which were duly recorded in the Official Records of Brevard County, to wit:

408 Kentucky Ave
CE-10-826 $135.00
CE-12-655 $165.00
CE-16-855 $4,134.88

1057 Mitchell St
CE-11-660 $101,400.00
CE-12-090 $165.00
CE-12-723 $165.00
CE-13-230 $165.00
CE-16-850 $2,289.77

401 N Carolina Ave
CE-12-029 $165.00
CE-12-466 $165.00
CE-13-171 $165.00
CE-13-658 $165.00
CE-14-343 $160.00
CE-15-059 $310.00
CE-15-388 $170.00
CE-15-573 $170.00
CE-16-260 $170.00
CE-16-710 $310.00
CE-17-085 $2,802.17

1115 Broadmoor Dr.
CE-09-393 $163,250.00
CE-10-823 $135.00
CE-11-662 $165.00
CE-12-462 $165.00
CE-12-782 $165.00
CE-13-165 $165.00
CE-13-568 $165.00
CE-13-768 $155.00
CE-14-316 $160.00
CE-14-549 $155.00
CE-15-1023 $170.00
CE-16-298 $310.00
CE-16-711 $170.00
CE-17-108 $2,310.50

1102 Broadmoor Dr.
CE-10-824 $135.00
CE-10-881 $103,250.00
CE-11-404 $165.00
CE-11-661 $165.00
CE-12-031 $165.00
CE-12-202 $165.00
CE-12-459 $165.00
CE-12-784 $165.00
CE-13-169 $165.00
CE-13-609 $165.00
CE-13-720 $165.00

CE-14-315 $160.00
CE-17-084 $2,247.17

300 N. Varr Avenue
17-154 $2,415.23
16-430 $170.00
15-598 $170.00
14-313 $160.00
13-767 $160.00
13-164 $165.00
12-764 $165.00
12-460 $165.00
12-032- $165.00
11-657 $165.00
10-825 $135.00
09-601 $235.00
07-448 $148,750

3. **Diligent Efforts to Improve Property and Neighborhood**. The City acknowledges the code violations were imposed against the previous owners of the Property and were not caused by Owner. When Owner acquired the Property, Owner made diligent efforts to correct violations and improve the Property, which has also improved the surrounding neighborhood. Owner is a non-profit corporation whose stated mission is to improve deteriorating neighborhoods, with the hope of lessening tensions and reducing the need for government intervention.

4. **Need For Affordable Housing**. The City of Cocoa has a need for affordable housing in neighborhoods such as Broadmoor Acres. The code liens on the Property hinder productive development of the Property and limit the Owner's ability to sell the Property to potential home buyers, especially those who qualify for affordable housing.

5. **Lien Reduction**. Owner applied for a reduction of the code liens pursuant to section 6-707 of the Cocoa City Code, and the Code Enforcement Board and City Council conditionally agreed to reduce the code liens to $ 0, in consideration of the Owner agreeing to and completing the conditions set forth herein.

6. **Conditions of Release of Liens.** The City hereby agrees to the satisfaction and release of all code liens listed in paragraph 2 upon the completion of the following:

a. **Construct Affordable Housing**. Owner agrees to construct a single family affordable home on each property listed in Paragraph 1 herein and shall obtain a Certificate of Occupancy for each home within **two (2) years** of the date of this Agreement, which time frame may be extended annually by the City for good cause. An affordable home is defined as housing for which the

occupants are paying no more than 30 percent of their gross annual income for housing costs (mortgage, taxes and property insurance).

b. **Sale to Qualified Buyers.** Within **ninety (90) days** of the issuance of the Certificate of Occupancy, Owner agrees to sell and close on each property listed in Paragraph 1 to a person qualified for affordable housing status. Owner shall not rent any of the properties prior to the sale to a qualified buyer. Owner shall provide immediate written notice to the City of the closing date for each property. Reasonable extensions to the 90 day requirement to close may be provided by the City in extenuating circumstances not caused by dilatory actions of Owner.

c. The Owner shall record a Land Use Restriction Agreement (LURA) on each property which maintains the affordable housing provisions of this agreement for a period of no less than 20 years.

d. **Not for Profit Corporation**. Owner shall continually maintain its status as a Not for Profit Florida Corporation during the entire effective date of this Agreement.

e. **No New Violations.** No new or additional code violations shall exist on the Property during Owner's ownership.

7. **Failure to Comply.** In the event all of the conditions set forth in Section 6 of this Agreement are not fully complied with to the satisfaction of the City Manager, the lien reduction request shall be automatically retroactively denied, the Order reducing the fine shall be null and void, and the code liens listed in paragraph 2 shall remain a charge against the Property in the amount they would have been had the reduction not been approved and this Agreement had not been executed by the Parties, less credit for any payments received by the City toward the code liens. This paragraph shall not affect properties already sold.

8. **City to Record Satisfaction and Release of Lien.** Upon full satisfaction of all conditions set forth in Section 6, the City shall file Satisfactions and Releases of the code liens in the Public Records of Brevard County for each property upon which a HUD1 is provided to the City.

9. **Representations of the Parties.** The parties hereby each represent and warrant to the others that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the parties, constitute a legal, valid and binding obligation enforceable against the parties hereto in accordance with the terms and conditions of this Agreement.

10. **Applicable Law; Venue.** This Agreement shall be governed by and construed in

accordance with the laws of the State of Florida. Any dispute related to this Agreement arising out of state law shall be properly located in Brevard County, Florida and any federal dispute shall be in Orlando, Florida.

11. **Amendments.** This Agreement shall not be modified or amended except by written agreement duly executed by all the parties hereto.

12. **Entire Agreement.** This Agreement supersedes any other agreement, oral or written, regarding the code liens on the Property and contains the entire agreement between the City and Owner as to the subject matter hereof.

13. **Severability.** If any provision of this Agreement is found invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

14. **Effective Date.** This Agreement shall become effective upon the execution of this Agreement by all parties hereto.

15. **Sovereign Immunity.** 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.

16. **City Police Power.** Owner agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

17. **Interpretation**. The parties hereby agree and acknowledge that they have each participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

18. **Outstanding Liens, Taxes**. Owner agrees that it shall pay any other outstanding liens attached to the property and any property taxes owed. The City makes no representation as to any other liens or interests attached to the Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the dates indicated below.

CITY OF COCOA, FLORIDA:

_____

Henry U. Parrish III, Mayor

ATTEST:

By: _____ Date:_____
Carie Shealy, MMC
City Clerk

OWNER: BROADMOOR ACRES COMMUNITY RESTORATION AND PRESERVATION INC.

_____
Signature Authorized Representative

_____
Print Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, who [ ] is personally known to me or [ ] produced _____ as identification.

_____
NOTARY PUBLIC, State of _____
My commission expires:_____

Legislation Details (With Text)

File #:	17-532	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	12/1/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Approve a Resolution to establish a Sustainability Advisory Committee. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sustainability Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 6, 2017
Agenda Date: December 12, 2017
Prepared By: Karen D. Hamilton, Community Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve a Resolution to establish a Sustainability Advisory Committee

BACKGROUND:

At its Regular City Council Meeting of May 23, 2017, a group of residents, following a presentation on the City of Satellite Beach's Sustainability Action Plan by Lorraine Koss, requested the City of Cocoa form a Sustainability Advisory Board. It was discussed that the City of Satellite Beach staff and advisory Committee members in collaboration with Florida Institute of Technology explored sustainability through Economic, Environmental and Social lenses. The Plan outlines implementable activities and goals affecting the Built Environment, Land and Water Systems, Energy and Transportation Networks, Community Outreach, and Quality of Life.

The City Manager and Assistant City Manager subsequently met with interested residents and requested they formulate a proposed scope of work for matters that the Committee would undertake. The residents, led by Ms. Koss developed a suggested Scope of Work and provided it in August 2017, and then subsequently provided a draft Resolution for the creation of Sustainability Board. The scope contemplates a citizen-lead Committee to identify and recommend projects.

The City Manager recommended to City Council, as well as the residents, that his desire was that consideration and action be delayed until the newly Community Services Director was hired, acclimated, and could help guide the process that the Committee will undertake on the City's behalf. Additionally, the City Attorney was consulted regarding certain legal and technical matters related to

the creation of a Sustainability Advisory Board.

SUSTAINABILITY SUMMARY

Sustainability is a holistic concept that means meeting the needs of the present without compromising the ability of future generations to meet their own needs. Sustainability Plans were originally developed to address issues related to climate change and other environmental concerns. The Plans have evolved over time to consider impacts to the economy and community well-being. The concept of resiliency (the ability for communities to quickly recover from shocks and stressors) has also been incorporated into several municipal and county Plans. More recently local governments have created staff positions to implement sustainability and resiliency plans.

LOCAL SUSTAINABILITY EFFORTS

Currently only the Cities of Palm Bay and Satellite Beach have adopted Sustainability Plans, although many local governments engage in sustainable activities through Committees, committees, and regulatory practices. There are also several county-wide initiatives such as Green Brevard that promote more environmentally-friendly practices.

The City of Cocoa strives to promote and achieve sustainability through existing plans and regular operational procedures. In fact, various sustainable and smart growth measures were evaluated and included in the City's 2010 - 2020 Comprehensive Plan. Moreover, the City's 2016-2021 Strategic Plan encourages the promotion of sustainability through redevelopment of the City's core and sound fiscal practices. The City's Comprehensive Plan seeks to implement or require by comprehensive plan policy, or at a very minimum encourage, sustainable development through the Goals and Objectives of the Future Land Use, Transportation, Housing, Solid Waste, Stormwater Management, Potable Water, Aquifer Recharge, Coastal Management, Recreation and Open Space and Conservation Elements. Examples of some policies or objectives are listed below.

- Offers a diverse set of land uses that will protect natural resources, provide for safe and efficient mobility and promote economic development and growth.
- Aims to reduce greenhouse gas emissions and increase energy efficiencies.
- Includes design principles that result in more compact development.
- Fosters redevelopment.
- Requires recycling and waste reduction.
- Protects groundwater recharge, natural drainage features and water quality.
- Provides water conservation strategies.
- Protects and preserves freshwater aquifer and recharge areas.
- Preserves, protects, and manages coastal areas, natural resources and environmentally sensitive areas.
- Ensures residents have access to parks, open space, and recreational opportunities.

Many of these policies and objectives are carried out in the evaluation of land use development applications or through the City initiating projects consistent with the Comprehensive Plan.

Furthermore, communities must be resilient and capable of absorbing disturbances such as storms and all kinds of damaging events and to reorganize while undergoing change so that important programs and systems retain essentially the same function, structure and identity.

CITY COUNCIL/CITY MANAGER POLICY CONSIDERATIONS

The creation of a Sustainability Advisory Committee is a major step in facilitating sustainable and resilient actions, initiatives, strategies, policies, and programs. Several factors should be considered by the City Council before a Committee is established including, but not limited to, the following.

- Committee formation - Ensure City-wide engagement and diversity of projects
- Purpose - Clear and measurable goals and objectives of the Committee
- Roles and Responsibilities of the Committee, Staff and Council and members of the Public
- Duration - Frequency and time of meetings. Will the group be ongoing or exist for a specific period of time?
- Staff Engagement - What departments will be involved? What types of and how often is staff assistance required?
- Consistency of recommendations with Comprehensive Plan and City Codes
- Achievability/Feasibility - Are recommended projects realistic, reasonable, and cost effective
- Funding - How will identified projects be funded?
- Implementation timeline - How long would projects require to be funded and implemented?
- Effectiveness of local government Sustainability and Resiliency Plans

If the City Council desires to establish a Committee, it is extremely important to provide clear direction to the Committee regarding the Committees roles and responsibilities and the goal and objectives established by the City Council for the Committee to effectively perform their assigned duties and responsibilities as required by Council. Therefore, in conjunction with input from the City Manager's office and Staff, the City Attorney has prepared the attached resolution which creates the Committee and identifies a clear and limited scope for the Committee. In general, the primary focus and task of the Committee will be to assist the City in an advisory capacity, to establish a written Sustainability and Resiliency Plan that will ultimately be presented to the City Council for consideration through the City Manager's office. The Resolution provides specific guidelines to direct the Committee in this process.

Importantly, all recommendations made by the Committee to be incorporated into the Sustainability and Resiliency Plan shall include concise descriptions of any proposed individual action, initiative, strategy, policy, and program, plus any benefits, drawbacks and performance expectations for each. Furthermore, any proposed action, initiative, strategy, policy, and program in the Sustainability and Resiliency Plan shall include a corresponding written fiscal analysis so the financial feasibility of the proposed action, initiative, strategy, policy, and program can be thoroughly evaluated by the City.

After the initial Sustainability and Resiliency Plan is established and approved by the City Council, the Committee shall continue to advise and assist the City regarding implementing, monitoring and assessing the performance of each action, initiative, strategy, policy, and program set forth in the Plan. The Committee shall also continue to make recommendations regarding any updates or modifications to the Plan, on an as needed basis. All updates and modifications shall be consistent and not in conflict with the requirements set forth in the Resolution.

STRATEGIC PLAN CONNECTION:

The creation of a Sustainability Advisory Board would be consistent with the Strategic Plan Goals of Community Development (Redevelopment of the City's Core) and Fiscal Sustainability to a degree.

BUDGETARY IMPACT:

Additional City Staff labor might be required to support the Committee subject to its assigned role and responsibilities and the frequency of meetings necessary. Currently, the Planning and Zoning division has a Planning Manager and a Planner/Senior Planner position is currently being recruited. However, the additional planner/senior planner is necessary to relieve the Planning Manager of certain responsibilities due to the increased level of development activity. Thus, the budgetary impact is unknown, again subject to the role and responsibilities and the expectations of the Committee may require an additional planning related position. It should be noted that several communities, typically larger metropolitan areas, have a Sustainability Officer, but smaller communities such as Cocoa do not have the fiscal resources to staff a position.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution to establish a Sustainability Advisory Committee.

RESOLUTION NO. 2017-137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; ESTABLISHING A SUSTAINABILITY ADVISORY COMMITTEE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, RECORDING, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3 of the City Charter provides that the City Council is authorized to establish boards, committees and advisory groups and to appoint the members thereof, under such terms and conditions as the council believes will best serve the public interest; and

WHEREAS, City residents have expressed the desire for the City Council to appoint a Sustainability Advisory Committee to consider and investigate ways in which the City may incorporate and promote sustainable and resilient activities and practices throughout the City; and

WHEREAS, the City Council recognizes that in order for the City to be, and remain, a sustainable and resilient community, the City must promote activities and practices that not only meet the needs of the present, but also do not compromise the ability of future generations to meet their own needs; and

WHEREAS, this Resolution shall serve to establish the Sustainability Advisory Committee and to further establish a scope of activities that the Committee may engage in and undertake, with recommendations being provided to the City Manager for further action and implementation through City Department and the City Council; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of Cocoa.

Section 2. **Establishment of a Sustainability Advisory Committee; Meetings.**

(a) The City Council hereby establishes an advisory committee for purposes of identifying, making recommendations concerning, and facilitating the use and development of sustainable activities and practices in the City of Cocoa in accordance with the terms and conditions of this Resolution. The committee shall be called the "Sustainability Advisory

Committee." The Sustainability Advisory Committee shall be an advisory committee only and shall not have any final decision making authority. The Sustainability Advisory Committee shall consist of no more than eleven (11) and no fewer than five (5) members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa. The City Council shall appoint each member by majority vote. Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan required by this Resolution. No alternates shall be appointed. Vacancies shall be filled in the same manner as the original appointment to the extent deemed necessary by the City Council. Prior to any appointment being considered final, each member of the Sustainability Advisory Committee shall be required to complete a committee application as prescribed by the City Council. Upon appointment, each member of the Sustainability Advisory Committee shall serve at the pleasure of the City Council and may be summarily removed at any time with and without cause. Each member of the Sustainability Advisory Committee shall serve without compensation.

(b) Meetings of the Sustainability Advisory Committee shall be duly noticed and held public meetings which shall be open to the public. Meetings shall be coordinated and scheduled through the City Manager or his or her designee so as not to conflict with other City meetings or overburden limited City resources. A portion of each meeting will be reserved for taking public input relevant to issues being considered during the meeting or regarding sustainability or resiliency or sustainability and resiliency practices generally. The agendas, minutes and a record of the proceedings and recommendations of the Sustainability Advisory Committee shall be kept and filed with the City Clerk in the same manner as those kept and filed for the City Council.

(c) The first order of business for the Sustainability Advisory Committee shall be to elect a chairperson and deputy chairperson. The chairperson shall be responsible for running the meetings. In the absence of the chairperson, the deputy chairperson shall run the meetings. Roberts Rules shall serve as guide to running the meetings of the Sustainability Advisory Committee to the extent not in conflict with this Resolution. A majority of the members of the Committee shall constitute a quorum.

(d) The Sustainability Advisory Committee shall act by consensus to the extent possible, but if consensus cannot be reasonably reached, then the Committee may act by majority vote. However, the Sustainability Advisory Committee may reference and explain minority opinions/positions which obtained the vote of at least four (4) members of the Committee in any recommendation made to the City Manager.

Section 3. Sustainability Advisory Committee Responsibilities.

(a) For purposes of guiding the Sustainability Advisory Committee with the scope of their duties under this Resolution, the term **"sustainability"** generally means meeting the needs of the present without compromising the ability of future generations to meet their own needs.

This is a holistic concept that includes consideration of the environment, the economy, and community well-being and social equity. The term **"resiliency"** means the capacity of a system to absorb disturbances such as storms and all kinds of damaging events and to reorganize while undergoing change so as to still retain essentially the same function, structure and identity.

(b) The scope of the Sustainability Advisory Committee shall be limited to advising and assisting the City in establishing a written Sustainability and Resiliency Plan (sometimes referred to hereinafter as the "Plan"). The establishment of this Plan is the primary focus and task of the committee. In guiding the Sustainability Advisory Committee with this task of developing a written Plan, the committee shall consider and recommend a set of actions, initiatives, strategies, policies, and/or programs related to one or more of the following:

1. Models for sustainability enhancements that serve low-income neighborhoods;

2. Public use of existing city-owned right-of-way areas along Indian River Drive, which may include demonstration gardens for lagoon-friendly landscaping, rain gardens, or living shorelines and may provide views for residents;

3. Opportunities to develop and/or promote trails near Walmart, Cocoa Conservation, and Bracco Pond;

4. Ways in which recycling access may be improved;

5. Opportunities for photovoltaic (PV) installations on municipal properties;

6. Opportunities to purchase alternative fuel vehicles for the City's fleet;

7. Opportunities to track and improve energy efficiency in the City's municipal buildings;

8. Partnerships with local education providers and already-existing programs with a focus on sustainable practices, such as Keep Brevard Beautiful and Brevard Yards/Florida Friendly Lawns, to develop and host educational events regarding sustainability and participate in and promote other activities of such programs;

9. Review of Code of City of Cocoa and other City standards regarding invasive plantings and green building practices to incentivize green practices;

10. Methods to engage in community education and outreach to encourage sustainable and environmentally-friendly practices;

11. Identification of food desert neighborhoods and the potential for community

gardens by partnering with faith communities and UF/IFAS master gardening programs;

12. Continuation and/or expansion of the City's Rain Barrel program;

13. Development of a stormwater drain program, consisting of water catchment systems such as cisterns, vacated septic tanks, etc.; and

14. Any other proposed action, initiative, strategy, policy, and program or opportunities that will promote sustainable and resilient practices in the City.

(b) All recommendations made by the Committee to be incorporated into the Plan shall include concise descriptions of any individual action, initiative, strategy, policy, and program, plus any benefits, drawbacks and performance expectations for each.

(c) Any proposed action, initiative, strategy, policy, and program shall include a corresponding written fiscal analysis so the financial feasibility of the proposed action, initiative, strategy, policy, and program can be thoroughly evaluated by the City.

(d) The Plan shall prioritize and suggest funding resources for any proposed action, initiative, strategy, policy, and program for both a five and ten year period.

(e) After the initial Plan is established and approved by the City Council, the Committee shall continue to advise and assist the City regarding implementing, monitoring and assessing the performance of each action, initiative, strategy, policy, and program set forth in the Plan. The Committee shall also continue to make recommendations regarding any updates or modifications to the Plan, on an as needed basis. All updates and modifications shall be consistent and not in conflict with the requirements set forth in this Resolution.

(f) At the specific written request of the City Manager, the Sustainability Advisory Committee may also evaluate and provide recommendations on the topic of sustainability and resiliency consistent with this Resolution.

Section 4. Staff Resources.

(a) The City Manager, City Clerk, and Department Directors shall serve as technical advisers to the Sustainability Advisory Committee. The Community Services Director shall serve as a staff liaison to the Sustainability Advisory Committee.

(b) The City Clerk or his or her designee shall provide administrative assistance to the Sustainability Advisory Committee and shall be responsible for noticing meetings, preparing minutes, and archiving all public records.

Section 5. Repeal of Prior Inconsistent Resolutions. All other prior inconsistent

resolutions adopted by the City Council are hereby repealed.

Section 6. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 12th day of December, 2017.

_____

Henry U. Parrish, III, Mayor

ATTEST:_____

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	17-467	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	10/26/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Approve Resolution vacating the rights of way “Lunner Drive”, “Arko Court” and “Plaza Court”, together with all platted drainage and utility easements within the limits of Plaza Heights Plat, as recorded in Plat Book 16, Page 137, Public Records of Brevard County, Florida. Approve the Pineda Village I Re-Plat. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Aerial Exhibit Plaza Heights 1962 Plat Pineda Village I Legal Description PINEDA VILLAGE I - APPROVAL (12-4-17).pdf Lunar Heights Resolution No. 2017-133.pdf Pineda Village I Replat.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2017
Agenda Date: December 12, 2017
Prepared By: Cindy Thurman, Planning & Zoning Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve Resolution vacating the rights of way “Lunner Drive”, “Arko Court” and “Plaza Court”, together with all platted drainage and utility easements within the limits of Plaza Heights Plat, as recorded in Plat Book 16, Page 137, Public Records of Brevard County, Florida. Approve the Pineda Village I Re-Plat.

BACKGROUND:

The subject property contains 18 acres, more or less, and is located approximately .35 miles south of Dixon Blvd.; and .6 miles north of School Street on the west side of Pineda Street. The property is owned by the Housing Authority of the City of Cocoa, FL (Cocoa Housing Authority).

In summary, the Cocoa Housing Authority is requesting that the City approve a replat of the subject property. In conjunction with this replat request, the City must consider vacating the existing rights of way and public easements in the existing plat. New public rights of way and easements are being dedicated to the City in the new replat of the subject property.

On December 3, 2015 the Housing Authority made an application to the Florida Housing Finance Corporation (FHFC) in response to RFA 2015-111, Preservation of Existing Affordable Multifamily Housing Developments. The application was for the rehabilitation of 144 units of the Authority's 327 total public housing units. A 2016 Carryover Allocation Agreement was executed by FHFC in the annual credit amount of $1,350,000, for a credit allocation period of ten (10) years on December 20, 2016. The Cocoa Housing Authority is required to submit a survey for the sites where rehabilitation activities will take place, as a stipulation of funding. The Housing Authority is financing the renovation with Low Income Housing Tax Credits and third-party debt, which requires an examination of title by the Florida Housing Finance Corporation, the tax credit investor, and the third-party lender.

Title review revealed an inconsistency between what is built and what is platted. The site survey for parcel Tax ID # 2422208 shows the existing structures were built over a plat named Plaza Heights, which was prepared by a previous owner for housing subdivision that was not developed. The site was originally located in unincorporated Brevard County and was transferred into the City of Cocoa in 1963. The Cocoa Housing Authority acquired the site the same year, prior to any improvements or development taking place on the site

The Cocoa Housing Authority's existing rental housing development was built over various property and easement lines depicted on the Plaza Heights recorded plat. For example, some of the residences are constructed in designated public rights-of-way on the plat. The location of lot lines, private road lines, easements, and utilities are unclear without the benefit of a new plat and updated survey. Title research uncovered a survey commissioned by the City of Cocoa, for a parcel adjoining the site under discussion. The survey references "Plaza Heights Vacated by Cocoa Housing Authority" but the recorded substitute plat was not recovered.

The 144 rental units will be converted from Public Housing subsidy to Housing Choice Voucher (Section 8) Project Based Rental Assistance. The final approval for this conversion requires the U.S. Department of Housing and Urban Development (HUD) to review and approve a survey of the rehabilitation sites. Tax credits, HUD conversion approval, and renovation financing are contingent on the replat of the property.

In order to facilitate the replat of the property, Staff is first requesting approval of the vacation of the rights-of-way on the Plaza Heights Plat consistent with Chapter 18 of the City of Cocoa Code for "Lunner Drive", "Arko Court" and "Plaza Court", together with vacating all platted drainage and utility easements with the limits of Plaza Heights, as recorded in Plat Book 16, Page 137, Public Records of Brevard County, Florida. A Resolution effectuating the vacation is attached to the Agenda Item.

Also, Staff is requesting that the City Council approve the attached Pineda Village I Replat inclusive of all dedications of rights-of-way and easements to the City in accordance with the City Code and Chapter 177, Florida Statutes.

The City's Surveyor has reviewed the Pineda Village I Replat for compliance with law and has notified the City in the attached letter that he is prepared to execute the Replat on behalf of the City.

STRATEGIC PLAN CONNECTION:

N/A

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BUDGETARY IMPACT:

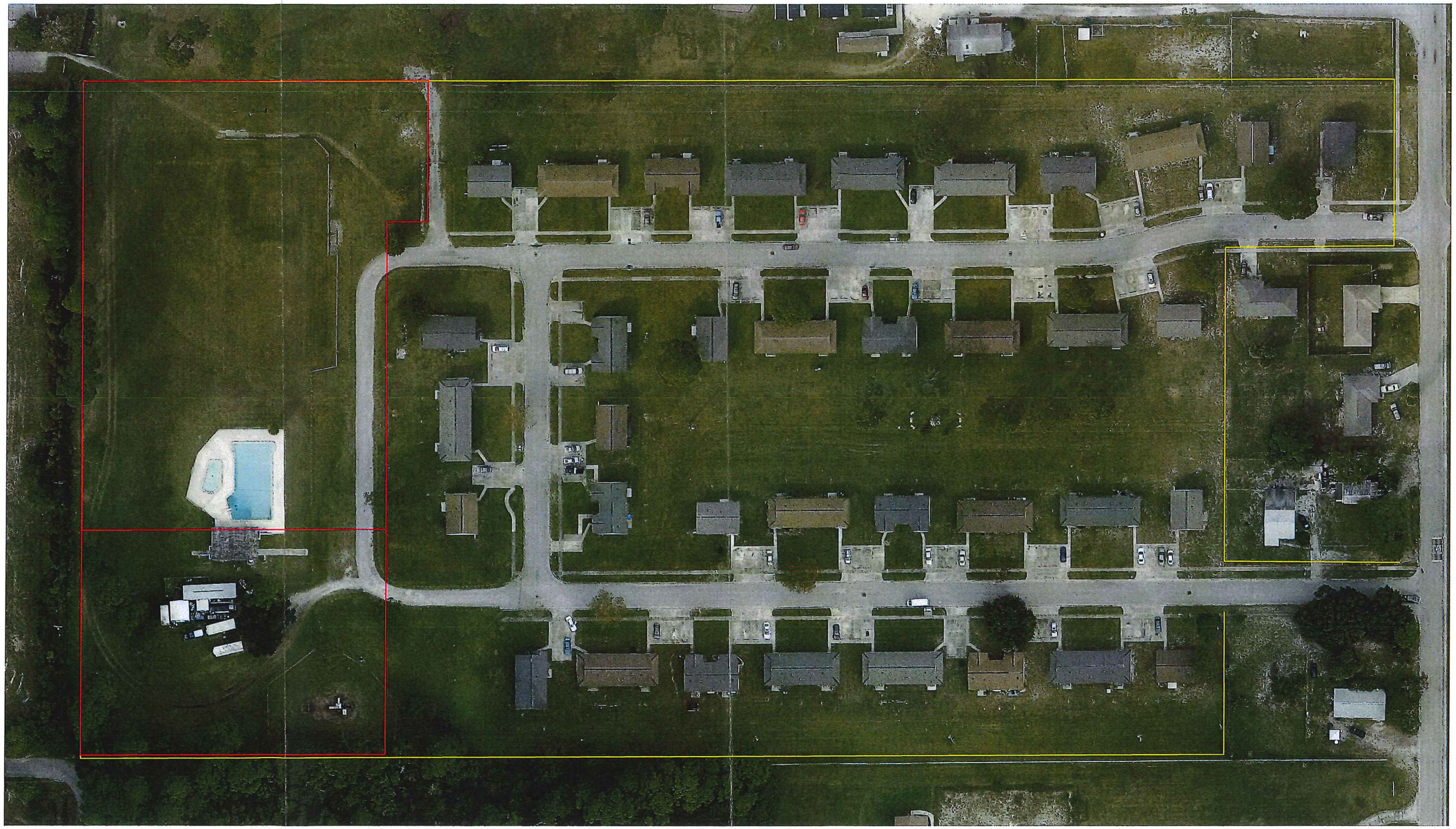
N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve Resolution vacating the rights of way “Lunner Drive”, “Arko Court” and “Plaza Court”, together with all platted drainage and utility easements within the limits of Plaza Heights Plat, as recorded in Plat Book 16, Page 137, Public Records of Brevard County, Florida. Approve the Pineda Village I Re-Plat.



PLAZA HEIGHTS

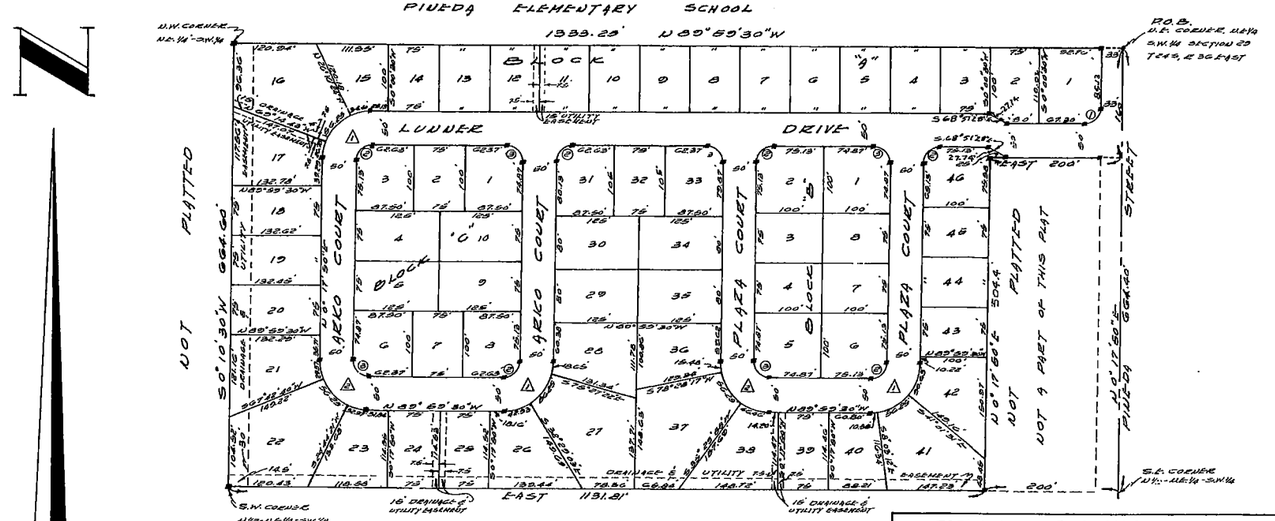
A SUBDIVISION IN THE S.W. 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN THE NORTH ½ OF THE N.E.¼ OF THE S.W.¼ OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST AND BEING FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE N.E. CORNER OF THE N.E.¼ OF THE S.W.¼ OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, TALLAHASSE MERIDIAN; THENCE FOR A FIRST COURSE RUN N 89° 59'30"W ALONG THE NORTH LINE OF SAID N.E.¼ OF S.W.¼ A DISTANCE OF 1333.28 FEET TO THE N.W. CORNER OF SAID N.E.¼ OF S.W. ¼; THENCE FOR A SECOND COURSE RUN S 0°10'30" W ALONG THE WEST LINE OF SAID N.E.¼ OF S.W.¼ A DISTANCE OF 664.40 FEET TO THE S.W. CORNER OF THE NORTH ½ OF SAID N.E.¼ OF S.W.¼; THENCE FOR A THIRD COURSE RUN EAST ALONG THE SOUTH LINE OF SAID N½ OF N.E.¼ OF S.W.¼ A DISTANCE OF 1131.81 FEET TO A POINT LYING 200.00 FEET WEST OF THE EAST LINE OF SAID N.E.¼ OF S.W.¼ AS MEASURED ALONG SAID SOUTH LINE; THENCE FOR A FOURTH COURSE RUN N 0°17'30"E AND PARALLEL WITH SAID EAST LINE OF N.E.¼ OF S.W.¼ A DISTANCE OF 304.40 FEET; THENCE FOR A FIFTH COURSE RUN EAST AND PARALLEL WITH SAID SOUTH LINE OF N½ OF N.E.¼ OF S.W.¼ A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST LINE OF SAID N.E.¼ OF S.W.¼; THENCE FOR A SIXTH COURSE RUN N 0°17'30"E ALONG SAID EAST LINE A DISTANCE OF 160.0 FEET TO THE POINT OF BEGINNING. ALL BEING AND LYING IN THE N.E.¼ OF S.W.¼ OF SECTION 29, TOWNSHIP 24 SOUTH RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND CONTAINING 12.031 ACRES MORE OR LESS. LESS R/W FOR PINEDA STREET PREVIOUSLY DEDICATED.



SCALE 1" = 100'

CURVE DATA				
Va	Δ	RADIUS	TANGENT	LENGTH
Ⓐ	89°42.40"	50.00	40.75'	78.29
Ⓐ	90°17.20	50.00	50.25	78.70
Ⓒ	89°42.40"	25.00	24.87	39.14
Ⓒ	89°42.40"	25.00	24.87	39.14
Ⓓ	90°17.20	25.00	25.13	39.39

LEGEND

■ DENOTES CONCRETE MONUMENT
BEARINGS SHOWN ARE FOR CALCULATION PURPOSES ONLY.
A PERMANENT UTILITY EASEMENT IS RESERVED AS FOLLOWS:
1- 5' FROM THE SIDE LINES OF EACH LOT
2- 7.5' FROM THE REAR LINE OF EACH LOT WITH THE FOLLOWING EXCEPTIONS:
0- 10' ON THE REAR LINE LOTS 1 THROUGH 16 & 41 THROUGH 46 BLOCK "A"

DEDICATION FOR MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE MORTGAGEES OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION OF THIS PLAT DO HEREBY JOIN IN AND MAKE OURSELVES A PARTY TO THE DEDICATION OF SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATE THE STREETS, ALLEYS, THOROUGHFARES, PARKS, EQUALS AND DRAINAGE EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC.
IN WITNESS WHEREOF, THE UNDERSIGNED HAVE HEREUNTO SET OUR HANDS AND SEALS ON THE 6th DAY OF November 1962.

Norman D Schryver
Frieda M Schryver

SIGNED AND SEALED IN THE PRESENCE OF:
Donald N. MacOwen
Louise K. Merritt

STATE OF Florida COUNTY OF Brevard

THIS IS TO CERTIFY THAT, ON THE above date BEFORE ME AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY ALORESAID, PERSONALLY APPEARED Norman D Schryver And Frieda M Schryver TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE USES AND PURPOSES HEREIN EXPRESSED

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.
Donald N. MacOwen
NOTARY PUBLIC
MY COMMISSION EXPIRES 2/7/66

PLAT BOOK 16 AND PAGE 137

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the Streets, alleys, thoroughfares, parks, canals and drainage easements shown hereon to the perpetual use of the public, and
IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on 8 March 1962.

ARRO ENTERPRISES INC.
By Sumner Cleason
President
Attest: Philip Kerr

Signed and sealed in the presence of:
C.E. Ft.
Tom Cahill

STATE OF FLORIDA COUNTY OF BREVARD
THIS IS TO CERTIFY, That on 8 MARCH 1962 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared SUMNER CLEASON and PHILIP KERR respectively President and SECRETARY of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.
IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.
Jacquetta D. Langston
NOTARY PUBLIC
My Commission Expires 28 April 1963
SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on 12 March 1962 he completed the survey of the lands as shown in the foregoing plat, that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in Brevard County, Florida. Dated 12 March 1962.
Registration No. 1118

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on the 26th day of June, 1962 the City Council of the City of Cocoa, Florida approved the foregoing plat.
SEAL
MAYOR.
ATTEST: Kathryn A. Caldwell
CITY CLERK.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on ..... the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.
Attest:
Chairman of the Board.
Clerk of the Board.
Approved
County Engineer

CERTIFICATE OF APPROVAL BY ZONING COMMISSION

THIS IS TO CERTIFY, That on ..... the Zoning Commission of the above Municipality approved the foregoing plat.
Zoning Director.

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on NOV 14 1962 at 10:29 AM File No. 32527
Curtis R Barnes
Clerk of the Circuit Court
in and for Brevard County, Fla.

Bowen Supply Co., Pleat City, Fla.—Division 2127

DESCRIPTION OF PINEDA VILLAGE I

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN N89°54'39"E, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1298.29 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINEDA STREET; THENCE S00°01'34"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 164.51 FEET; THENCE S89°27'38"W A DISTANCE OF 167.14 FEET; THENCE S00°03'22"E A DISTANCE OF 309.36 FEET; THENCE N89°38'58"E, A DISTANCE OF 166.69 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID PINEDA STREET; THENCE S0°01'34"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET; THENCE S89°38'58"W A DISTANCE OF 166.62 FEET; THENCE S00°03'22"E A DISTANCE OF 139.87; THENCE S89°46'05"W A DISTANCE OF 1131.53 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE N00°00'17"W, ALONG SAID WEST LINE, A DISTANCE OF 667.87 FEET TO THE POINT OF BEGINNING. CONTAINING 18.13 ACRES, MORE OR LESS.

r.m. packard & assoc., inc.
surveying & mapping
197 Bougainvillea Drive / Suite "D"
Rockledge, Florida 32955
Tel: (321) 632-6335 • Fax: (321) 631-7392

E-Mail: *packardsurvey@cfl.rr.com*

December 4, 2017

VIA EMAIL: thurman@cocoafl.org

Ms. Cynthia Thurman
Planning & Zoning Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: PINEDA VILLAGE I

Dear Ms. Thurman:

In response to revised documents provided to me by the City of Cocoa and B.S.E. Consultants, Inc., on November 28, 2017, November 30, 2017 and December 1, 2017 -

I find, the Record Plat provided meets the requirements of Chapter 177, Part 1 and is hereby **APPROVED** for your use.

Please do not hesitate to contact me with any questions or comments.

Sincerely,

Robert M. Packard, PSM
Reg. Florida Surveyor & Mapper #3867

RESOLUTION NO. 2017-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; VACATING RIGHTS-OF-WAY FOR LUNNER DRIVE, AKRO COURT, AND PLAZA COURT AS RECORDED IN PLAT BOOK 16, PAGE 137 WITHIN THE CITY OF COCOA; FURTHER VACATING THE UTILITY EASEMENTS AND UTILITY AND DRAINAGE EASEMENTS DEDICATED TO THE PUBLIC AS RECORDED IN PLAT BOOK 16, PAGE 137 WITHIN THE CITY OF COCOA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, RECORDING, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa has been asked to consider vacating rights-of-way for Lunner Drive, Akro Court, and Plaza Court as dedicated by the plat of Plaza Heights, recorded in Plat Book 16, Page 137, more particularly described herein; and

WHEREAS, this Resolution is adopted pursuant to Section 20-14 of the City Code and the Florida Municipal Home Rule Powers Act; and

WHEREAS, the City of Cocoa does not currently use, nor has any plans to use, Lunner Drive, Akro Court, and Plaza Court for roadway purposes and, further, the City of Cocoa does not need to retain easement rights for City water, sewer, and reuse purposes under the streets being vacated because adequate utility easements are being dedicated through the "Pineda Village I" re-plat of the Plaza Heights subdivision, which is being processed simultaneously with this vacation; and

WHEREAS, to the best of the City's knowledge, no other public utilities are currently utilizing Lunner Drive, Akro Court, and Plaza Court; and

WHEREAS, the City also desires to vacate the utility easements and utility and drainage easements dedicated to the public via the plat of Plaza Heights, recorded in Plat Book 16, Page 137; and

WHEREAS, the City has confirmed with the owner of the property subject to the Plaza Heights subdivision that the utility easements dedicated therein are not necessary and are not currently used by any utility, such adequate utility easements being dedicated through the "Pineda Village I" re-plat of the Plaza Heights subdivision being processed simultaneously with this vacation; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of Cocoa.

Section 2. **Lunner Drive, Akro Court, and Plaza Court Vacation.** Subject to the Pineda Village I Replat, approved simultaneously with this Resolution, being recorded in the Official Records of Brevard County, Florida, the City Council of the City of Cocoa hereby vacates Lunner Drive, Akro Court, and Plaza Court depicted and described on **Exhibit "A,"** attached hereto and fully incorporated herein by this reference.

Section 3. **Utility Easement Vacation.** Subject to the Pineda Village I Replat, approved simultaneously with this Resolution, being recorded in the Official Records of Brevard County, Florida, the City Council of the City of Cocoa hereby vacates the utility easements and utility and drainage easements dedicated to the public via the plat of Plaza Heights, recorded in Plat Book 16, Page 137. The utility easements therein dedicated shall be considered terminated from the adoption of this Resolution.

Section 4. **City Clerk to Record.** Following adoption of this Resolution, this Resolution shall be recorded by the City Clerk in the Official Records for Brevard County, Florida at such time as the Pineda Village I Replat is recorded in the Official Records of Brevard, County, Florida.

Section 5. **Repeal of Prior Inconsistent Resolutions**. All other prior inconsistent resolutions adopted by the City Council are hereby repealed.

Section 6. **Severability.** If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 7. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida, and recorded pursuant to Section 4 of this Resolution. In the event the Pineda Village I Replat is not recorded within one year from the effective date, this Resolution shall become null and void.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 12th day of December, 2017.

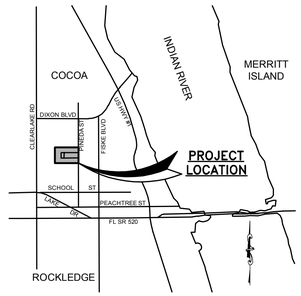
Henry U. Parrish, III, Mayor

ATTEST:_____
Carie Shealy, City Clerk

EXHIBIT A
Legal Description

PINEDA VILLAGE I

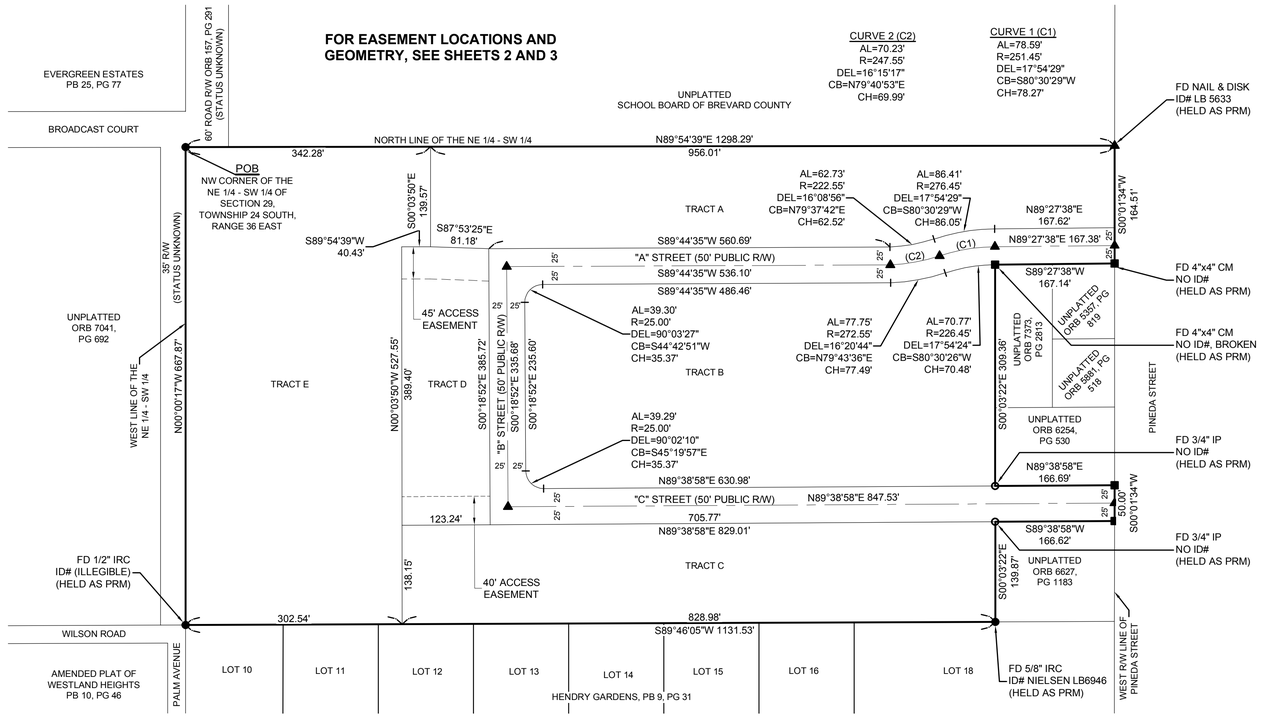
BEING A RE-PLAT OF PLAZA HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 137, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND IN SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA



LOCATION MAP
N.T.S.

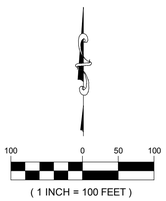
ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
AL	ARC LENGTH
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	DELTA ANGLE
E	EAST
EG	EXISTING GROUND
ESMT	EASEMENT
FD	FOUND
FT	FEET
FPL	FLORIDA POWER & LIGHT
ID#	IDENTIFICATION NUMBER
IP	IRON PIPE
N	NORTH
NR	NON-RADIAL
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RR	RAILROAD
S	SOUTH
UE	UTILITY EASEMENT
W	WEST



SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP); SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 5/8" IRON ROD AND CAP STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED



(1 INCH = 100 FEET)

DESCRIPTION :

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN N89°54'39"E, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1298.29 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINEDA STREET; THENCE S00°01'34"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 164.51 FEET; THENCE S89°27'38"W A DISTANCE OF 167.14 FEET; THENCE S00°03'22"E A DISTANCE OF 309.36 FEET; THENCE N89°38'58"E, A DISTANCE OF 166.69 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID PINEDA STREET; THENCE S0°01'34"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET; THENCE S89°38'58"W A DISTANCE OF 166.62 FEET; THENCE S00°03'22"E A DISTANCE OF 139.87; THENCE S89°46'05"W A DISTANCE OF 1131.53 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE N00°00'17"W, ALONG SAID WEST LINE, A DISTANCE OF 667.87 FEET TO THE POINT OF BEGINNING. CONTAINING 18.13 ACRES, MORE OR LESS.

SHEET INDEX

SHEET #	SHEET TITLE
1	COVER SHEET, BOUNDARY GEOMETRY, TRACT & CENTERLINE GEOMETRY
2	PUBLIC DRAINAGE EASEMENT, PRIVATE DRAINAGE EASEMENT, ACCESS AND UTILITY EASEMENT GEOMETRY
3	WATERLINE, GAS AND SANITARY EASEMENT GEOMETRY

PLAT NOTES:

1. BEARING REFERENCE: ASSUMED BEARING OF S00°01'34"W ON THE WEST RIGHT-OF-WAY LINE OF PINEDA STREET.
2. ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED
3. TRACT A, TRACT B, TRACT C AND TRACT D ARE FOR THE PURPOSE OF MULTI-FAMILY HOUSING AND SHALL BE OWNED AND MAINTAINED BY THE HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS.
4. TRACT E IS FOR THE PURPOSE OF FUTURE DEVELOPMENT AND SHALL BE OWNED BY HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN LEASE AGREEMENT (LEASE) BETWEEN THE HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA AND THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, DATED MAY 9, 1968. FURTHER, TRACT E, AS SHOWN AND DEPICTED HEREON, IS ONE AND THE SAME WITH THE LANDS DESCRIBED IN THE ABOVE REFERENCED LEASE.
5. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUES CHAPTER 177.091 (8) & 177.091 (9).
6. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
7. THE ACCESS EASEMENTS SHOWN ON TRACT D ARE RESERVED BY THE HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO TRACT E AND ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE LEASE REFERENCED IN NOTE 4 ABOVE.
8. THE 15.00 FOOT WIDE SANITARY SEWER EASEMENT SHOWN ON TRACT A AND TRACT D ARE HEREBY DEDICATED TO THE CITY OF COCOA FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF SANITARY SEWER FACILITIES.
9. THE 15.00 FOOT WIDE WATERLINE EASEMENTS SHOWN ON TRACT D ARE HEREBY DEDICATED TO THE CITY OF COCOA FOR THE PURPOSES OF INSTALLATION, MAINTENANCE ACCESS AND REPAIR OF POTABLE WATER SERVICES AND FACILITIES.
10. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO PUBLIC UTILITY COMPANIES, (INCLUDING BUT NOT LIMITED TO, FLORIDA POWER AND LIGHT COMPANY, ITS SUCCESSORS AND/OR ASSIGNS), FOR THE INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF PUBLIC UTILITY SERVICE(S) FOR THE RESIDENTIAL BUILDINGS AND ASSOCIATED FACILITIES LOCATED WITHIN THE BOUNDARIES OF THIS PLAT.
11. THE GAS LINE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO FLORIDA CITY GAS, ITS SUCCESSORS AND/OR ASSIGNS FOR THE INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF NATURAL GAS LINES AND SERVICES FOR THE RESIDENTIAL BUILDINGS AND ASSOCIATED FACILITIES LOCATED WITHIN THE BOUNDARIES OF THIS PLAT.
12. THE 15.00 FOOT WIDE PUBLIC DRAINAGE EASEMENT SHOWN ON TRACT A IS HEREBY DEDICATED TO THE CITY OF COCOA FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF DRAINAGE FACILITIES.
13. THE 15.00 FOOT WIDE PRIVATE DRAINAGE EASEMENT SHOWN ON TRACT B IS HEREBY RESERVED BY THE HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS, FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF DRAINAGE FACILITIES.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

COVER SHEET, BOUNDARY GEOMETRY, TRACT & CENTERLINE GEOMETRY

– THIS PLAT PREPARED BY –

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION LB0004905

DATE:	11/28/2017
DRAWN:	LEH/BL
CHECKED:	LEH
DRAWING#	11393_300_002
PROJECT#	11393

2017 B.S.E. CONSULTANTS, INC.G. H:\Projects Folder\11393\Drawings\11393_300\11393_300_002.dwg November 28, 2017 1:24:26 PM LH

PLAT BOOK ___, PAGE ___

SHEET 1 OF 3

SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, HOUSING AUTHORITY OF THE CITY OF COCOA, FLORIDA, being the owner in fee simple of the lands described in

PINEDA VILLAGE I

Hereby dedicates said lands and plat for the uses and purposes herein expressed in the plat notes and further dedicates to the City of Cocoa, Florida, the rights-of-way for "A" Street, "B" Street and "C" Street together with the appurtenant drainage structures & facilities, the sanitary sewer structures & facilities and the potable waterline structures and facilities that are located within said rights-of-way.

IN WITNESS WHEREOF, the Housing Authority of the City of Cocoa, Florida, a public body corporate and politic established pursuant to Chapter 421, Florida Statutes, has caused these presents to be signed and attested to by the officer named below.

Housing Authority of the City of Cocoa, Florida,
a public body corporate and politic established
pursuant to Chapter 421, Florida Statutes

By: _____
Herbert Hernandez, Executive Director

STATE OF _____ COUNTY OF _____

THIS IS TO CERTIFY , That on _____, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Herbert Hernandez, as Executive Director of the Housing Authority of the City of Cocoa, Florida, a public body corporate and politic established pursuant to Chapter 421, Florida Statutes, to me known to be the individual and officer described in and who executed the foregoing Dedication and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized, and that the Dedication is an act and deed of the Housing Authority of the City of Cocoa, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

_____ SEAL
NOTARY PUBLIC

My Commission Expires, _____

CERTIFICATE OF PLATTING SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered surveyor and mapper, does hereby certify that on 08/09/2017 he completed the boundary survey of the lands as shown on the foregoing plat; that said plat is a true and correct representation of a survey made under his responsible direction and supervision; that said survey is accurate to the best of his knowledge and belief; that permanent reference monuments (PRM's) have been placed as required by law, and further, that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, as amended.

LESLIE E. HOWARD License Number 5611 STATE OF FLORIDA Professional Surveyor and Mapper

LESLIE E. HOWARD
Professional Surveyor and Mapper
Florida Certification No. 5611
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, FL 32901

LB – 0004905
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR FOR CITY OF COCOA

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

Robert M. Packard, PSM / Reg. Florida Surveyor & Mapper #3867 (As Reviewing Surveyor for the City of Cocoa, Florida)

ACCEPTANCE OF DEDICATION BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____, THE RIGHTS-OF-WAY OF "A" Street, "B" Street, "C" Street and the appurtenant utility and drainage facilities located within said rights-of-way were accepted by the City Council of the City of Cocoa, Florida.

Henry U. Parrish, III, Mayor

ATTEST:

Carie Shealy, City Clerk

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

Henry U. Parrish, III, Mayor

ATTEST:

Carie Shealy, City Clerk

CERTIFICATE OF CLERK

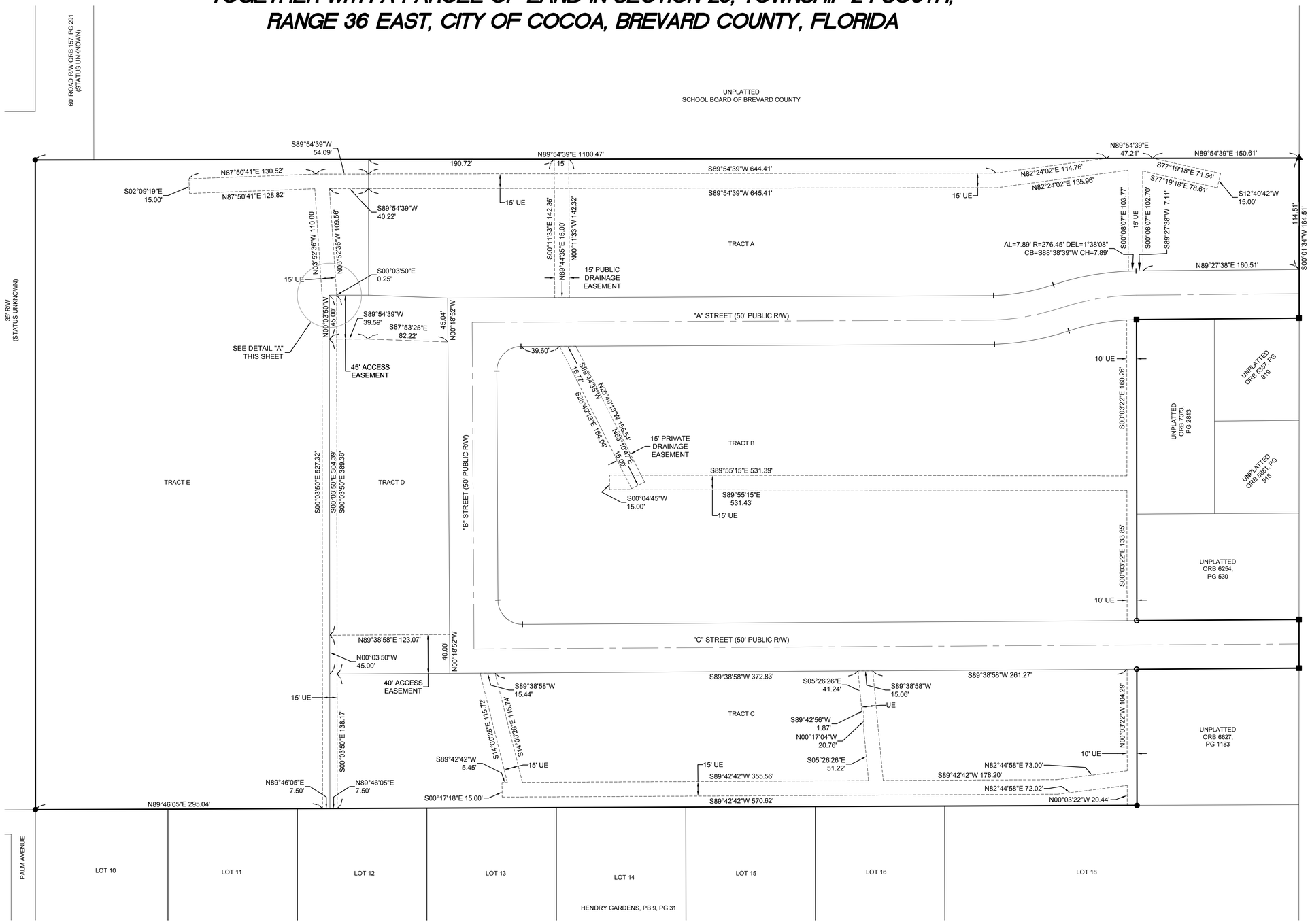
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on _____ at _____, File No._____, _____ Clerk of the Circuit Court in and for Brevard County, Fla. ATTEST:

PINEDA VILLAGE I

BEING A RE-PLAT OF PLAZA HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 137, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND IN SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK ___, PAGE ___

SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST



PUBLIC DRAINAGE EASEMENT, PRIVATE DRAINAGE EASEMENT, ACCESS AND UTILITY EASEMENT GEOMETRY

SURVEY SYMBOL LEGEND

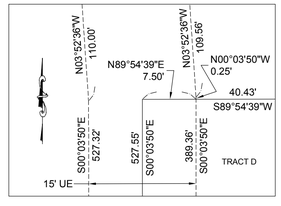
- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP); SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 1/2" IRON ROD AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED
- ○ SET 3/4" IRON PIPE AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
AL	ARC LENGTH
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
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R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RR	RAILROAD
S	SOUTH
UE	UTILITY EASEMENT
W	WEST

50 0 25 50

(1 INCH = 50 FEET)



DETAIL "A"
1" = 10'

– THIS PLAT PREPARED BY –

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE I MELBOURNE, FL 32901
(321) 253-1793 FAX (321) 253-7096
CERTIFICATE OF BUSINESS AUTHORIZATION: 4005
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

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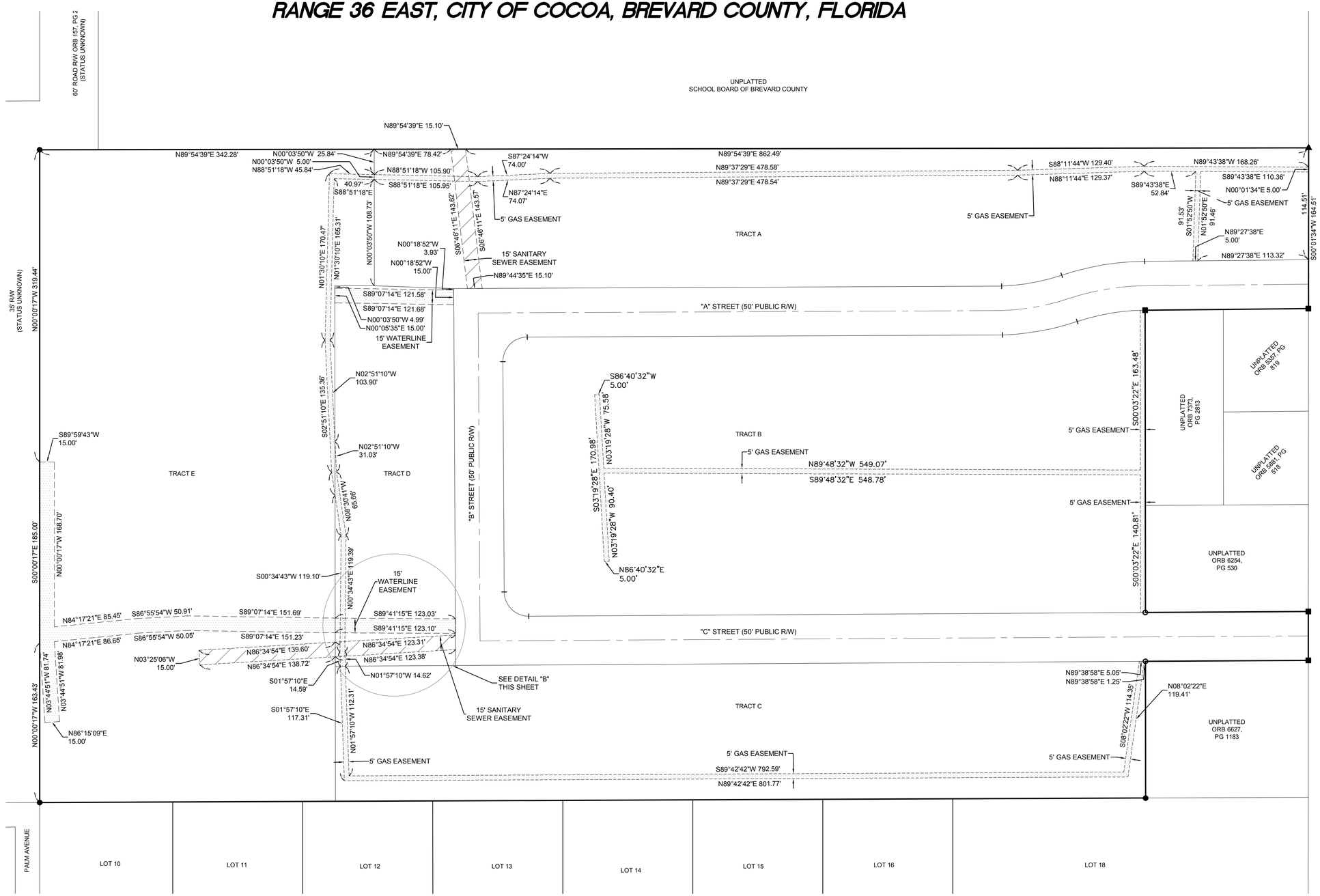
PINEDA VILLAGE I

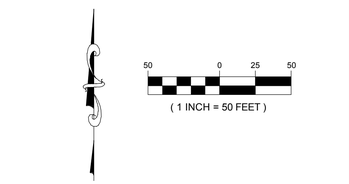
BEING A RE-PLAT OF PLAZA HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 137, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH A PARCEL OF LAND IN SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

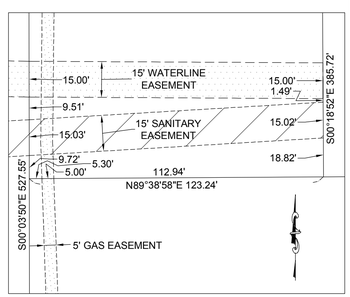
PLAT BOOK ___, PAGE ___

SHEET 3 OF 3

SECTION 29, TOWNSHIP 24 SOUTH, RANGE 36 EAST







DETAIL "B"
1" = 30'

SURVEY SYMBOL LEGEND

- ■ PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- ▲ PERMANENT CONTROL POINT (PCP); SET PARKER-KALON NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED
- ● SET 1/2" IRON ROD AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED
- ○ SET 3/4" IRON PIPE AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AC	ACRES
AL	ARC LENGTH
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	DELTA ANGLE
E	EAST
EG	EXISTING GROUND
ESMT	EASEMENT
FD	FOUND
FT	FEET
FPL	FLORIDA POWER & LIGHT
ID#	IDENTIFICATION NUMBER
IP	IRON PIPE
N	NORTH
NR	NON-RADIAL
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RR	RAILROAD
S	SOUTH
UE	UTILITY EASEMENT
W	WEST

WATERLINE, GAS AND SANITARY EASEMENT GEOMETRY

– THIS PLAT PREPARED BY –

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
CERTIFICATE OF AUTHORIZATION NUMBER LB4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION LB0004905

DATE:	11/28/2017
DRAWN:	LEH/BL
CHECKED:	LEH
DRAWING#	11393_300_002
PROJECT#	11393

Legislation Details (With Text)

File #:	17-487	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	11/2/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	

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

Sponsors:

Indexes:

Code sections:

Attachments: Atch 1 - List of Projects to Carry Forward
TO-UT-CDM Smith 2013-23.5 (9.1.17) $36,340
T.O. 23.5 Proposal
Budget Resolution FY 2018
BAF-UT-Proj Carry Fwd pg 1-2 (12-12-17) Agenda 17-487.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 2, 2017
Agenda Date: December 12, 2017
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2018 Budget to Cover Expenses for the Continuation of Work of Capital Projects and Non-Capital Projects that were under Budget or Not Budgeted in FY2018; To Approve Amendment #5 to Task Order 23 with CDM Smith, Inc. for Additional Services During Construction to Complete the Biological Nutrient Removal (BNR), Project No. WS1222; and To Authorize the City Manager to Execute the Amendment

BACKGROUND:

The Utilities Department had various ongoing capital and non-capital projects budgeted in FY2017 which were complex and with a duration of more than one year. Some of these projects were expected to be completed in FY2017 but due to construction delays, they were not completed and need to continue in FY2018. Staff budgeted funds in FY2018 based on the amount of work completed in FY2017; some projects have insufficient funds and some were not budgeted at all. All these projects were budgeted in FY2017 under Accounts 421-4010-536.31-00, 421-4025-536.63-00, 421-4055-536.63-00, 421-4120-536.63-00, and 421-4125-536.63-00.

Staff is requesting City Council approval for the continuation of work of these projects as multi-year contracts from FY2017 through FY2018. Attachment 1 shows the projects' beginning balances in FY2017, remaining balances as of September 30, 2017, amounts budgeted in FY2018, and amounts required to fully fund them. Also included are the remaining project contingencies, as applicable. Staff is also requesting City Council approval of a resolution to amend the FY2018 budget to transfer funds from reserves to the accounts listed above.

Staff is also requesting approval of Amendment #5 to Task Order 23 with CDM Smith for additional support to the BNR project and to authorize the City Manager to execute the amendment.

Staff requests City Council approval to continue work on the projects listed in Attachment 1 and Amendment #5 to Task Order 23 with CDM Smith, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested from Reserves	$1,123,472
Amount Requested from Contingency	$ 23,792

Account Number	$23,792	421-4010-536.31-00, WS16UP
	$430,261	421-4020-536.63-00, WS1117
	$36,394	421-4025-536.63-00, WS17SS
	$197,624	421-4055-536.63-00, WS1210
	$319,360	421-4055-536.63-00, WS17F3
	$84,315	421-4120-536.63-00, WS1222
	$55,518	421-4125-536.63-00, WSLS04

Account Name		Professional Services; Infrastructure
Source of Funds:	$1,123,472	421-0000-389.99-50, Bal Fwd/Fund Bal-Approp-Reserves
	$ 23,792	421-4010-536.39-00 Contingency

Note: Refer to Attachment 1 for list of projects and respective amounts.

PREVIOUS ACTION:

On November 25, 2014, City Council approved Bid B-15-01-COC, with Brandes Design-Build, Inc. for Construction to Replace the Five Million Gallon Industrial Park Tank and Pump Station as a multi-year contract from FY2015 through FY2016. On December 13, 2016, City Council approved

continuation of Bid B-15-01-COC as a multi-year contract from FY2016 through FY2017.

On January 24, 2017, City Council approved Task Order 2017-80 with CH2M Hill Engineers, Inc. for SCADA Remote Monitoring Integration Services.

On August 22, 2017, City Council approved Task Order 2017-83 with CH2M to update the Water System Capital Plan as a multi-year contract from FY2017 through FY2018.

On April 12, 2016, City Council approved Bid B-16-05-COC, Sellers WRF MCC and Conduit Replacement, to Chinchor Electric, Inc. for construction of the Motor Control Centers 1 - 6 and Conduit Replacement as a multi-year contract from FY2016 through FY2017.

* On May 25, 2017, City Manager approved Task Order 2017-31 with Bussen Mayer Engineering Group, Inc. for engineering services for design and permitting phases for the S.R. 520 (from Forrest Avenue to Delannoy Avenue) Waterline Replacement Project.

* On May 25, 2017, City Manager approved Task Order 2017-32 with Bussen Mayer Engineering Group, Inc. for engineering design, permitting services and bidding phase services for the completion of the permitting and bidding phase of the North Tropical Trail Looping Improvements project from Porcher Road to South of Church Road, Merritt Island.

On July 26, 2016, City Council approved Task Order 2016-75 with CH2M Hill; Task Order 2016-40 with CDM Smith; and Sole Source Purchase from Burton & Associates (Hawksley) for Privatization Services as a multi-year services from FY2016 through FY2017.

On May 9, 2017, City Council approved for the Utilities Department to pay for the services on the utility line extensions within the Fire Station 3 project with W&J Construction Corporation, Bid B-16-08-COC.

On March 28, 2017, City Council approved Task Order 2017-29 with Bussen Mayer Engineering Group, Inc. to design and permit the Michigan Avenue Force Main Extension from U.S. 1 to Clearlake Road.

On April 11, 2017, City Council approved Task Order 2017-18 with Jobear Contracting, Inc. for the Schoolhouse Street Water Main Replacement Project.

On June 14, 2016, City Council approved Bid B-16-14-COC, Lift Station No. 4 Improvements, with L7 Construction as a multi-year contract from FY2016 through FY2017.

On April 25, 2017, City Council approved Amendments #2 and #3 to Task Order 23 with CDM Smith, Inc. which inadvertently had been submitted for processing without Council approval. At the same meeting, City Council approved Amendment #4 to this task order.

*** NOTE**: These two projects were not approved as multi-year projects and funds from the Elevated Walkway, Project No. WS16EW will be used. Project WS16EW has been completed and funds in the amount of $164,857 were budgeted in FY2018.

RECOMMENDED MOTION:

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

PROJECTS CONTINUING IN FY2018 (INSUFFICIENT FUNDS AND/OR NOT BUDGETED)

Proj #	FY17 P.O.	Description	Vendor Name	FY17 Beginning Balance	FY17 Remaining Balance as of 9-30-17	Amount Budgeted in FY2018	Funds Required
WS1001	69608	Industrial Park Park Pump Station Improvements	Brandes	$ 806,347.80	$ 420,315.30		
WS1001	70943	T.O. 2014-14 Industrial Park PS - Const Phase	Mead & Hunt	$ 26,034.34	$ 9,984.39		
WS1001		Contingency			$ 229,495.53		
		TOTAL PROJECT AMOUNT			$ 659,795.22	$ 836,513.00	$ -
WS1117	70032	T.O. 2017-80 SCADA Remote Monitoring Integration Svcs	CH2M	$ 723,452.00	$ 430,260.80		
		TOTAL PROJECT AMOUNT			$ 430,260.80	$ -	$ 430,260.80
WS1210	71043	Capital Plan Update (Water)	CH2M Hill	$ 717,208.84	$ 697,623.69		
		TOTAL PROJECT AMOUNT				$ 500,000.00	$ 197,623.69
WS1222	69705	Sellers MCC & Conduit Replacement (4120) *	Chinchor Electric	$ 2,058,399.52	$ 599,596.27		
WS1222	69615	BNR Improvements (Account 4120-63-00)	Brandes	$ 33,812.06	$ 33,812.06		
WS1222	69522	T.O. 23 - Bid & Const Svcs - BNR Improvements	CDM Smith	$ 13,920.00	$ 13.25		
WS1222	69955	T.O. 33 - Bid & Const Svcs - MCC	CDM Smith	$ 64,180.00	$ 5,225.00		
WS1222	69956	T.O. 35 - Resident Project Representative (RPR) MCC	CDM Smith	$ 254,100.00	$ 84,215.00		
WS1222		Contingency	Chinchor Electric		$ 92,567.35		
WS1222		Contingency	Brandes		$ 48,885.91		
		TOTAL PROJECT AMOUNT			$ 864,314.84	$ 780,000.00	$ 84,314.84
WS1309	70630	S.R. 520 - Forrest Avenue to Delannoy Avenue *	Bussen Mayer	$ 20,090.00	$ 10,045.00		
		TOTAL PROJECT AMOUNT			$ 10,045.00	$ -	$ -
WS1431	70631	N. Tropical Trail Looping Improvements *	Bussen Mayer	$ 24,370.00	$ 12,185.00		
		TOTAL PROJECT AMOUNT			$ 12,185.00	$ -	$ -
WS16UP	69690	T.O. 2016-75 Utility Privatization Svcs (Potable Water)	CH2M Hill	$ 847,086.89	$ 759,531.21		
WS16UP	69691	T.O. 2016-40 Utility Privatization Svcs (Wastewater)	CDM Smith	$ 158,970.00	$ 158,970.00		
WS16UP	69908	T.O. 16 Pricing Proposal Utility Privatization	Burton & Assoc	$ 189,591.00	$ 189,591.00		
WS16UP	69552	Legal Services	Garganese, Weiss...	$ 30,683.00	$ 30,683.00		
WS16UP		Contingency			$ 283,806.00		
		TOTAL PROJECT AMOUNT			$ 1,422,581.21	$ 1,398,790.00	$ 23,791.21

Proj #	FY17 P.O.	Description	Vendor Name	FY17 Beginning Balance	FY17 Remaining Balance as of 9-30-17	Amount Budgeted in FY2018	Funds Required
WS17F3	70501	Fire Station #3 - Utility Lines Extensions	W&J Construction	$ 342,145.47	$ 342,145.47		
WS17F3		Contingency			$ 34,214.00		
		TOTAL PROJECT AMOUNT			$ 376,359.47	$ 60,000.00	$ 316,359.47
WS17MI	70308	Michigan Avenue Force Main Extension	Bussen Mayer	$ 69,760.00	$ 41,336.00		
		TOTAL PROJECT AMOUNT			$ 41,336.00	$ 740,000.00	$ -
WS17SS	70333	Schoolhouse Street Water Main Replacement	JoBear Contracting	$ 229,955.00	$ 35,198.80		
		Contingency			$ 1,195.00		
		TOTAL PROJECT AMOUNT			$ 36,393.80	$ -	$ 36,393.80
WSLS04	69693	Bid B-16-14-COC Const of LS #4 Improvements Proj	L7 Construction	$ 554,400.36	$ 29,070.02		
WSLS04	69544	T.O. 39 - Bid & Construction Svcs - LS#4 Improvements	CDM Smith	$ 20,734.40	$ 977.40		
WSLS04		Contingency			$ 25,469.64		
		TOTAL PROJECT AMOUNT			$ 55,517.06	$ -	$ 55,517.06
		TOTAL FUNDS REQUIRED FOR ALL PROJECTS					$ 1,144,260.87

BUDGET ADJUSTMENT FORMS TOTAL $ 1,147,264.00

*** Funds for these two projects will be taken out of the Elevated Walkway, Project No. WS16EW; $164,857 budgeted in FY18**

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5680006&GUID=A36D110E-C8C9-4751-8285-690731AD16CF* is a secure document that has been embedded in this document. Double click the pushpin to view.



Change Order

Project Name/Number:	WS 1222 BNR Improvements Project Construction Services
Purchase Order:	69522 (FY17), 67346 (FY16)
Project Change Order Number:	14 (5th for CDM Construction Services)
City Change Order Number:	2 (FY17 P.O.)
Original Contract Price:	CDM $71,940 (Current Contract $128,190)
Total Purchase Order To Date:	$ 13,920 (FY17)
Total Increase in Contract Amount for Change Order:	$ 36,340
Total Adjusted Contract with Change:	**FY 17 P.O. $50,260 Entire Project $164,530**
Number of calendar days contract is increased due to this change order:	NA
Number of calendar days contract is decreased due to this change order:	NA
Original Final Completion Date:	NA
Adjusted Final Completion Date:	**NA**
This change order is requested by:	Jennifer W. Lyons, P.E., CDM Smith Project Manager
This change order is recommended by:	Benjamin M. Hayner, P.E., Engineering Division Manager BH. 09/01/17

This Change Order shall encompass all expenses incidental to the work, also including materials and labor. Following the execution of this Change Order there are no pending requests for time or costs associated with the project. The undersigned agree to the terms of this change order.

Engineer/Date 9/1/17

Owner/Date 9/1/17

Change Order

Justification:

The contractor, Brandes Design-Build, has failed to honor contractual obligations of the Biological Nutrient Removal (BNR) Project. Obligations include construction of a diffuser system, interior lining systems for the BNR basins, light pole installation, and several other tasks as specified in the contract documents. Additional funding is needed for additional project support which is required to remedy the above mentioned project deficiencies.

Develop Coring and Testing Plan / Review Results	$4,610
Projects Meetings and Site Visits (6 Meetings / Site Visits)	$8,250
Submittal Review (4 Submittals)	$3,930
Requests for Information / Clarifications (4 RFI's / Clarifications)	$2,050
Direct Costs	$500
Consulex (Subcontractor Hourly As Needed)	$5,000
Concrete core extraction, petrography, strength testing	$12,000
Total	**$36,340**

Background:

Construction services were awarded to CDM Smith on May 28, 2013 in the amount of $71,940. A change order was issued for additional coordination on April 28, 2015 in the amount of $10,200. A change order was issued for additional services including services for a structural deficiency On June 8, 2015, in the amount of $19,400. A change order was issued for additional coordination on 7/18/2016 in the amount of $13,400. A change order was issued for additional coordination on 5/1/2017 in the amount of $13,250.

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 11/29/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,123,472	421-0000-389.99-50		Bal Fwd/Fund Bal-Approp - Reserves	$ 29,675,537	$ 29,877,027	$ 31,000,499	$ 31,000,499
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,123,472	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 430,261	421-4020-536.63-00	WS1117	Infrastructure	$ 2,686,000	$ 2,686,000	$ 3,116,261	$ 2,794,233
$ 197,624	421-4055-536.68-10	WS1210	Software & Other Intangibles	$ 530,000	$ 530,000	$ 727,624	$ 727,624
$ 84,315	421-4120-536.63-00	WS1222	Infrastructure	$ 3,195,000	$ 3,195,000	$ 3,279,315	$ 3,242,962
$ 55,518	421-4125-536.63-00	WSLS04	Infrastructure	$ 400,000	$ 400,000	$ 455,518	$ 455,518
$ 319,360	421-4055-536.63-00	WS17F3	Infrastructure	$ 23,333,620	$ 23,333,620	$ 23,652,980	$ 20,225,636
$ 36,394	421-4025-536.63-00	WS17SS	Infrastructure	$ 0	$ 35,199	$ 71,593	$ 71,593
$ 1,123,472	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Budget amendment required to fund projects that were under budget or not budgeted in FY2018 (see attached table for detailed information).
Agenda File ID 17-487 for the December 12, 2017, Council Meeting
This is Page 1 of 2

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/12/17 *RESOLUTION #:* 2017- 134

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

11/29/17 Norma Hernandez (Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2017.11.29 09:20:18 -05'00')	12/1/17 Lea Taylor (Digitally signed by Lea Taylor Date: 2017.12.01 09:13:18 -05'00')	
Date — Requestor's Signature	Date — Finance Approval Signature	Date — Finance Director's Signature
11/29/17 John "Jack" Walsh (Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.11.29 15:48:36 -05'00')	12/1/17 Lora Howell (Digitally signed by Lora Howell Date: 2017.12.01 13:46:49 -05'00')	
Date — Department Director's Signature	Date — Deputy Fin. Director's Signature	Date — City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 11/29/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 23,792)	421-4010-536.39-00		CONTINGENCY	$ 1,907,679	$ 173,941	$ 150,149	$ 150,149
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 23,792)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 23,792	421-4010-536.31-00	WS16UP	Professional Services	$ 1,622,985	$ 1,622,985	$ 1,646,777	$ 1,646,777
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 23,792	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Budget amendment required to fund projects that were under budget or not budgeted in FY2018 (see attached table for detailed information).
Agenda File ID 17-487 - December 12, 2017 Council meeting
This is Page 2 of 2

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 12/12/17 RESOLUTION #: 2017-

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

11/29/17	Norma Hernandez Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2017.11.29 09:20:38 -05'00'	12/1/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.12.01 09:16:27 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/29/17	John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.11.29 11:01:21 -05'00'	12/1/17	Lora Howell Digitally signed by Lora Howell Date: 2017.12.01 13:47:30 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	17-512	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/21/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Requesting City Council approval to send corrected Non-Ad valorem Tax invoices for under billed Fire Assessment accounts for three mobile home parks for tax year 2017, fiscal year 2018. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Notice to Correct 2017 2018 Non-Ad Valorem Tax ID 2420988 Byrd Plaza.pdf Notice to Correct 2017 2018 Non-Ad Valorem Tax ID 2420989 Welsh.pdf Notice to Correct 2017 2018 Non-Ad Valorem Tax ID 2423198 Sunrise.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 21, 2017
Agenda Date: December 12, 2017
Prepared By: Teri Butler, CGFO, Finance Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Requesting City Council approval to send corrected Non-Ad valorem Tax invoices for under billed Fire Assessment accounts for three mobile home parks for tax year 2017, fiscal year 2018

BACKGROUND:

In September of 2017, the City emailed the Brevard County Property Appraiser the prepared tax roll data base with regard to fees for the City's Non-Ad valorem Tax (Fire Assessment) for tax year 2017. This database is prepared by the City's consultant, Stantec and is sent to the Property Appraiser by City staff. The tax roll information received from the Property Appraiser had different information as to the number of residential dwelling units for tax year 2017 compared to tax year 2016 for three mobile home parks located within the City. The three parks are Sunrise Mobile Home Park, LLC, Byrd Plaza Mobile Home Park, LLC, and Welsh, Lawrence Joseph Trustee, MEI WENTI Properties, LLC. These differences were not identified by either City staff or the Stantec consultants working on the City's database.

As a result of these differences, these mobile home parks were under billed significant amounts for tax year 2017. The amounts under billed for each park are as follows:

Sunrise Mobile Home Park, LLC	$ 88,210.50
Byrd Plaza Mobile Home Park, LLC	$ 11,178.25

Welsh, Lawrence Joseph Trustee	
MEI WENTI Properties, LLC	$ 11,178.25
Total	$110,567.00

On November 21, 2017, the City mailed formal notices to each property owner notifying them of the specific errors and their right to attend and speak at the City's Regular City Council Meeting on December 12, 2017. Each property owner was informed that they have the right to file written objections and/or comments with the City Council prior to the meeting. Copies of each notice to the property owners is included in this agenda as an attachment.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

The amount of $110,567 is not included in the City's budgeted fire assessment revenue for FY2018. No budget adjustment is going to be requested for these amounts at this time.

PREVIOUS ACTION:

On August 22, 2017, City Council approved the Preliminary Fire Assessment Resolution No. 2017-74.

On September 5, 2017, City Council approved the Final Fire Assessment Resolution No. 2017-78.

RECOMMENDED MOTION:

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

powered by Legistar™

65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8686 I Fax: (321) 433-8690

November 21, 2017

Byrd Plaza Mobile Home Park, LLC
805 Crestview Drive
Cocoa, FL 32922-6886

Fire Protection Assessment

Notice of Error on 2017 Non-Ad Valorem Tax Bill And Correction of Error

RE: COCOA PARCEL NO.: _24 3628-BY-*-3_____

TAX ACCOUNT NUMBER: _____2420988_____

Dear Property Owner:

Pursuant to City Ordinance No. 20-2006, this is a notice to inform you that there was an error on your annual 2017 Notice of Ad Valorem and Non-Ad Valorem Assessment tax bill mailed to you by the Brevard County Tax Collector. Specifically, the City of Cocoa remitted to the Tax Collector erroneous residential unit information regarding the 2017/2018 Non-Ad valorem Fire Assessment for the aforementioned Parcel. As a result, the above mentioned Parcel was erroneously billed for only 1 residential unit at $ 203.25 (1 unit x. $203.25 per unit) when the Parcel should have been billed for 56 residential units. Therefore, the correct assessment for the Parcel is $ $11,382.00 (56 units x. $203.25 per unit). The City Council will consider correcting the error at its regular meeting scheduled on December 12, 2017 at 6:00 P.M or soon thereafter at Council Chambers, 65 Stone Street, Cocoa, Florida 32922. You have a right to attend and speak at the meeting. Upon the City Council verifying the error, the City will file appropriate paperwork with the Brevard County Tax Collector and your Parcel will be assessed the correct amount, as stated above, for the 2017/2018 Non-Ad valorem Fire Assessment. You will be responsible for timely paying the corrected Non-Ad Valorem Fire Assessment.

You may also file written objections and/or comments with the City Council prior to the meeting. 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 that, 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.

Written comments and/or objections regarding your 2017/2018 Fire Assessment should be directed to Lora Howell, Deputy Finance Director, 65 Stone Street, Cocoa, Florida 32922.

BACKGROUND: The City of Cocoa has funded fire protection and first response medical services ("rescue") for its citizens through a non-ad valorem assessment since 2006. The City updated its assessment methodology and altered the non-ad valorem assessment rates based on a study prepared by the City's consultant, Burton & Associates ("Study"), which methodology and rates were adopted by Resolution 2015-057 on September 8, 2015. Updated annual studies have also been prepared by the consultant and approved by the City Council ("Updated Studies"). The Updated Studies do not modify the assessment methodology or maximum assessment rate previously approved by the City Council pursuant to Resolution 2015-057. Additionally, the City 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-025719.

PURPOSE: The non-ad valorem assessment will continue to 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 Final Assessment Resolution No. 2017-78 which was adopted by the City Council on September 5, 2017 pursuant to Ordinance 20-2006 and the aforementioned Study. Copies of the above-referenced Ordinance, Resolutions, Study, Updated Studies, the Circuit Court Validation, 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 Clerk, 65 Stone Street, Cocoa, FL 32922.

The Non-Ad Valorem Fire Protection Assessment for fiscal year 2017/2018, including any corrections approved by the City Council, and thereafter, shall be paid in accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, and failure to pay this or 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 your real property that is subject to the non-ad valorem assessment.

APPORTIONMENT METHOD AND RATES: 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, right-of-way/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	$203.25	$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	$143.71	$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	$9.00	$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 is 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.

The total non-ad valorem assessment proposed to be levied against your benefited parcel for FY 2017/2018 is stated above. 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. No further first class mail notice is required unless the assessment rates are adjusted to levels higher than the maximum rates above or as otherwise provided by law. The total amount of revenue to be collected by the City of Cocoa in FY 2017/2018 under the non-ad valorem assessment program is estimated to be approximately $2.26 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, (321) 433-8611

65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8686 I Fax: (321) 433-8690

November 21, 2017

Welsh, Lawrence Joseph Trustee
MEI WENTI Properties, LLC
3014 Sea Gate Circle
Merritt Island, FL 32953-8330

Fire Protection Assessment

Notice of Error on 2017 Non-Ad Valorem Tax Bill And Correction of Error

RE: COCOA PARCEL NO.: _24 3628-BY-*-4_____

TAX ACCOUNT NUMBER: _____2420989_____

Dear Property Owner:

Pursuant to City Ordinance No. 20-2006, this is a notice to inform you that there was an error on your annual 2017 Notice of Ad Valorem and Non-Ad Valorem Assessment tax bill mailed to you by the Brevard County Tax Collector. Specifically, the City of Cocoa remitted to the Tax Collector erroneous residential unit information regarding the 2017/2018 Non-Ad valorem Fire Assessment for the aforementioned Parcel. As a result, the above mentioned Parcel was erroneously billed for only 1 residential unit at $ 203.25 (1 unit x. $203.25 per unit) when the Parcel should have been billed for 56 residential units. Therefore, the correct assessment for the Parcel is $ $11,382.00 (56 units x. $203.25 per unit). The City Council will consider correcting the error at its regular meeting scheduled on December 12, 2017 at 6:00 P.M or soon thereafter at Council Chambers, 65 Stone Street, Cocoa, Florida 32922. You have a right to attend and speak at the meeting. Upon the City Council verifying the error, the City will file appropriate paperwork with the Brevard County Tax Collector and your Parcel will be assessed the correct amount, as stated above, for the 2017/2018 Non-Ad valorem Fire Assessment. You will be responsible for timely paying the corrected Non-Ad Valorem Fire Assessment.

You may also file written objections and/or comments with the City Council prior to the meeting. 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 that, 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.

Written comments and/or objections regarding your 2017/2018 Fire Assessment should be directed to Lora Howell, Deputy Finance Director, 65 Stone Street, Cocoa, Florida 32922.

BACKGROUND: The City of Cocoa has funded fire protection and first response medical services ("rescue") for its citizens through a non-ad valorem assessment since 2006. The City updated its assessment methodology and altered the non-ad valorem assessment rates based on a study prepared by the City's consultant, Burton & Associates ("Study"), which methodology and rates were adopted by Resolution 2015-057 on September 8, 2015. Updated annual studies have also been prepared by the consultant and approved by the City Council ("Updated Studies"). The Updated Studies do not modify the assessment methodology or maximum assessment rate previously approved by the City Council pursuant to Resolution 2015-057. Additionally, the City 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-025719.

PURPOSE: The non-ad valorem assessment will continue to 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 Final Assessment Resolution No. 2017-78 which was adopted by the City Council on September 5, 2017 pursuant to Ordinance 20-2006 and the aforementioned Study. Copies of the above-referenced Ordinance, Resolutions, Study, Updated Studies, the Circuit Court Validation, 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 Clerk, 65 Stone Street, Cocoa, FL 32922.

The Non-Ad Valorem Fire Protection Assessment for fiscal year 2017/2018, including any corrections approved by the City Council, and thereafter, shall be paid in accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, and failure to pay this or 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 your real property that is subject to the non-ad valorem assessment.

APPORTIONMENT METHOD AND RATES: 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, right-of-way/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	$203.25	$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	$143.71	$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	$9.00	$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 is 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.

The total non-ad valorem assessment proposed to be levied against your benefited parcel for FY 2017/2018 is stated above. 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. No further first class mail notice is required unless the assessment rates are adjusted to levels higher than the maximum rates above or as otherwise provided by law. The total amount of revenue to be collected by the City of Cocoa in FY 2017/2018 under the non-ad valorem assessment program is estimated to be approximately $2.26 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, (321) 433-8611

65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8686 I Fax: (321) 433-8690

November 21, 2017

Sunrise Mobile Home Park, LLC
6400 Telegraph Road
Suite 2000
Bloomfield Township, MI 48301-0000

Fire Protection Assessment

Notice of Error on 2017 Non-Ad Valorem Tax Bill And Correction of Error

RE: COCOA PARCEL NO.: _24 3630-00-752_____

TAX ACCOUNT NUMBER: _____2423198_____

Dear Property Owner:

Pursuant to City Ordinance No. 20-2006, this is a notice to inform you that there was an error on your annual 2017 Notice of Ad Valorem and Non-Ad Valorem Assessment tax bill mailed to you by the Brevard County Tax Collector. Specifically, the City of Cocoa remitted to the Tax Collector erroneous residential unit information regarding the 2017/2018 Non-Ad valorem Fire Assessment for the aforementioned Parcel. As a result, the above mentioned Parcel was erroneously billed for only 2 residential units at $ 406.50 (2 units x. $203.25 per unit) when the Parcel should have been billed for 436 residential units. Therefore, the correct assessment for the Parcel is $ $88,617.00 (436 units x. $203.25 per unit). The City Council will consider correcting the error at its regular meeting scheduled on December 12, 2017 at 6:00 P.M or soon thereafter at Council Chambers, 65 Stone Street, Cocoa, Florida 32922. You have a right to attend and speak at the meeting. Upon the City Council verifying the error, the City will file appropriate paperwork with the Brevard County Tax Collector and your Parcel will be assessed the correct amount, as stated above, for the 2017/2018 Non-Ad valorem Fire Assessment. You will be responsible for timely paying the corrected Non-Ad Valorem Fire Assessment.

You may also file written objections and/or comments with the City Council prior to the meeting. 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 that, 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.

Written comments and/or objections regarding your 2017/2018 Fire Assessment should be directed to Lora Howell, Deputy Finance Director, 65 Stone Street, Cocoa, Florida 32922.

BACKGROUND: The City of Cocoa has funded fire protection and first response medical services ("rescue") for its citizens through a non-ad valorem assessment since 2006. The City updated its assessment methodology and altered the non-ad valorem assessment rates based on a study prepared by the City's consultant, Burton & Associates ("Study"), which methodology and rates were adopted by Resolution 2015-057 on September 8, 2015. Updated annual studies have also been prepared by the consultant and approved by the City Council ("Updated Studies"). The Updated Studies do not modify the assessment methodology or maximum assessment rate previously approved by the City Council pursuant to Resolution 2015-057. Additionally, the City 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-025719.

PURPOSE: The non-ad valorem assessment will continue to 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 Final Assessment Resolution No. 2017-78 which was adopted by the City Council on September 5, 2017 pursuant to Ordinance 20-2006 and the aforementioned Study. Copies of the above-referenced Ordinance, Resolutions, Study, Updated Studies, the Circuit Court Validation, 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 Clerk, 65 Stone Street, Cocoa, FL 32922.

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APPORTIONMENT METHOD AND RATES: 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, right-of-way/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:

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The total non-ad valorem assessment proposed to be levied against your benefited parcel for FY 2017/2018 is stated above. 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. No further first class mail notice is required unless the assessment rates are adjusted to levels higher than the maximum rates above or as otherwise provided by law. The total amount of revenue to be collected by the City of Cocoa in FY 2017/2018 under the non-ad valorem assessment program is estimated to be approximately $2.26 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, (321) 433-8611

Legislation Details (With Text)

File #:	17-530	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/29/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	To Approve a Resolution Amending the Utility Handbook Exhibit B, Customer Service Division Policy Manual, Section 13. High/Excessive Consumption. (City Manager & Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Utility Handbook Resolution FY 2018.docx Technical Memorandum Burton & Associates.pdf High Consumption Policy Utility Handbook_.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 1, 2017
Agenda Date: December 12, 2017
Prepared By: Lora Howell, Deputy Finance Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Teri Butler, CGFO, Finance Director

Requested Action:
To Approve a Resolution Amending the Utility Handbook Exhibit B, Customer Service Division Policy Manual, Section 13. High/Excessive Consumption

BACKGROUND:

On November 10, 1994, the Cocoa City Council adopted the Utilities Handbook for the purpose of formalizing operating policies and procedures for the City's Utility System. Exhibit B of the Utility Handbook contains the Customer Service Division Policy Manual, which is updated periodically to reflect current practices or to further clarify policies and procedures.

Section 13 of Exhibit B contains the High/Excessive Consumption Policy which has evolved throughout the years, in an effort to better assist our customers with the hardship of excessively high water bills, due to leaks, vandalism, and unexplained water loss.

On August 16, 2011, during a revision of the Utility Handbook, City Staff worked with our consultant Stantec, then Burton and Associates, to update the High/Excessive Consumption Policy. The analysis provided by Stantec was of the nature that each of the City's four tiers had a specific function. The first tier rate is a discounted rate to promote conservation, the second tier rate is the actual cost of water, and the third and fourth tiers were put in place to also promote water

conservation. Therefore, with the 2011 revision to this policy, the City would recalculate excessive water loss over the customer's average, and bill all of the consumption at the second tier rate and not penalize the customers by billing at the higher third and fourth tier rates.

On October 22, 2013, during the Utility Handbook update, the City made additional efforts to assist our customers in regards to the financial impact created by excessive water consumption loss. The changes to the policy included: An "event" which causes the water loss to cross into a second billing cycle, both bills would be considered in the adjustment, and the adjustments were now to be calculated at the first tier rate, thus creating an even more generous policy.

After Hurricane Irma, high consumption scenarios arose unique to the event of a natural disaster. For example, many customers evacuated and their commodes ran the entire time they were out of town causing excessive consumption. Although the consumption was high for the customer and well over their average, it was not quite high enough to qualify for an adjustment due to the criteria of the current policy. Another example is commercial customers who had already received their life time maximum adjustment of two credits, did not qualify under the current policy, and even though the leaks were due to the disaster and no fault of their own, the criteria prevented them from receiving an adjustment. Because of these types of situations, City staff feels a revision should be made to the current policy to further assist our customers with disaster related water losses. Below is the language which has been added to the policy, that staff feels has the greatest financial assistance to our customers who may experience water loss during a natural disaster.

In the event the City of Cocoa declares a state of emergency due to a natural disaster event, such as a hurricane, the eligibility criteria for a high consumption water credit shall be amended for the billing cycle that includes the date(s) of the event and one additional billing cycle post event for a maximum of two billing cycles as follows:

- **The calculated credit does not have to exceed $50.00.**
- **An approved high consumption adjustment will not count towards the lifetime maximum for any customer, regardless of account type.**
- **All other conditions and eligibility criteria of the high consumption policy shall remain in effect.**

Attached to this agenda is a copy of the Utility Handbook Exhibit B, Section 13, with the requested changes under consideration by City Council, as well as some language clarification to the current policy.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

The budgetary impact cannot be determined at this time as natural disasters are unpredictable.

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PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Amending the Utility Handbook Exhibit B, Customer Service Division Policy Manual, Section 13. High/Excessive Consumption.

BURTON & ASSOCIATES

TECHNICAL MEMORANDUM

Burton & Associates
200 Business Park Circle, Ste. 101
St. Augustine, FL 32095
Telephone: (904) 247-0787
Facsimile: (904) 241-7708

DATE: August 16, 2011
TO: Micki Abdi, Finance Director – City of Cocoa, Florida
FROM: Michael Burton – President, Burton & Associates
COPY: Andrew Burnham, Eric Grau
RE: **Water Usage Rate Structure**

Background: Burton & Associates completed a Water and Wastewater Rate Study for the City of Cocoa in FY 2010. As a part of the Rate Study, we recommended rate design adjustments, including the current inclining block water rate structure, which includes four (4) blocks of usage which each have a different rate per 1,000 gallons of usage within the block.

Question

The question has been asked as to the reason that the second block water rate is used to recover the cost of a leak that is the responsibility of a customer.

Answer

In the rate design model used to develop the City's rates, the rate for the first block of the water rate structure is discounted (the discount applied to reward water conservation) from the second block rate which is considered the base usage rate. The rate in the third block is a multiple of the base usage rate in the second block (the multiple applied to provide a price incentive for water conservation) and the rate in the fourth block is a multiple of the third block rate (again, the multiple applied to provide a price incentive for water conservation).

Therefore, the rate in the second block 1) reflects the rate for water usage that is not affected by a discount factor or a water conservation multiplier, 2) represents the base rate for water usage against which the discount and multiplier factors were applied to derive the other block rates, and therefore 3) is the most appropriate rate to use for determining the cost of water leaked on a customer's property for the purposes of calculating a credit against the actual charges for leaked water that were charged at the higher third and fourth block rates.

If you have any questions or would like to discuss this, please do not hesitate to call me at (904) 247-0787.

Very truly yours,

Michael E. Burton
President

Legislation Details (With Text)

File #:	17-535	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	12/4/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	To approve a Municipal Services Agreement with Greater Community Partnership Inc. (Cocoa Main Street) including leased office space in the amount of $1 a year for Fiscal year 2018 and 2019 and performance of specified community based projects on behalf of the City. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Main Street - Municipal Services Agreement and lease.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 4, 2017
Agenda Date: December 12, 2017
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich Jr., City Manager
Requested Action:
To approve a Municipal Services Agreement with Greater Community Partnership Inc. (Cocoa Main Street) including leased office space in the amount of $1 a year for Fiscal year 2018 and 2019 and performance of specified community based projects on behalf of the City.

BACKGROUND:

At the October 10th City Council meeting members of City Council provided direction to City staff to work with the City Attorney's office to draft a Municipal Services Agreement reflecting the terms of the approved agenda item. The Cocoa Main Street recently met with City staff to discuss their revaluation and purpose and how best to support the City of Cocoa through opportunities to partner with the City to fulfill community based projects which serve a municipal purpose and are in alignment with the City's goals and objectives.

Those specific community based projects include…

1. Traffic Signal Wrap (Electrical Boxes) project

The Service Provider was engaged by the City to manage and oversee the City's traffic signal wrap (electrical boxes) project which is underway in the City. The Service Provider facilitated with ArtBeatz Cocoa for artists to submit designs to wrap the traffic signal boxes. The Service Provider has largely coordinated the project to date. The Service Provider shall continue its support for and facilitation of such project and shall remain the point of contact on the City's behalf for such traffic signal project as

circumstances may require.

2. Bench Art project
The Service Provider initially facilitated the bench art painting project which is now undertaken by ArtBeatz Cocoa. Said project encompasses painting benches in various locations throughout the City of Cocoa. The first phase of painted benches was completed in May 2016. Artbeatz continues to accept proposals from artists for bench designs for additional benches at other locations. The Service Provider shall continue its support for and facilitation of such project and shall remain the point of contact on the City's behalf for such bench art project as circumstances may require.

3. Cocoa Village Gateway Entry Feature project
The Cocoa Village Gateway Entry Feature project is referenced in the Cocoa Community Redevelopment Agency (CRA) Waterfront Master Plan. The Florida Avenue Complete Street project was finalized in June 2017. On the north side of the project is a piece of property purchased by the City (6 Forrest Avenue) for the intention of redeveloping the site into a greenspace with a Cocoa Village gateway entry feature. While the CRA will fund the gateway entry feature, the Service Provider shall facilitate the design competition to solicit designs from the community. The Cocoa Community Redevelopment Agency Board shall select the winning design for the gateway entry, and the Service Provider shall subsequently continue to facilitate the project, coordinating and working with the chosen architect and as otherwise necessary to obtain the full design and related for the gateway entry project.

4. Downtown Way-Finding project
The Downtown Way-Finding project is referenced in the Cocoa CRA Waterfront Master Plan. The City desires to implement signage throughout the downtown area identifying businesses and points of interest such that visitors may more easily find same. While the City will carry out the installation of the actual signage, the Service Provider shall undertake the task of assisting in the development and facilitation of a wayfinding sign program in order to address the design and locations of the relevant signage, which shall include working with businesses and merchants in Cocoa Village to gather information and to facilitate this overall project.

5. Downtown Landscaping projects
In the past, the Service Provider has worked with merchants in Cocoa Village such that the merchants "adopted" flowerbeds and landscaping beds in front of or near their respective places of business, agreeing to and independently implementing and maintaining improvements to such flowerbeds or landscaping beds. The Service Provider shall oversee such project to assist in the implementation and maintenance of such landscaping by the merchants.

Cocoa Main Street is requesting the City provide their existing space leased at the Porcher House at lease rate of $1.00 per year, compared to the nearly $4,000 a year they currently pay (approximately $305 per month). Cocoa Main Street informed City staff they conducted a survey of other Main Street Programs, and the respective support of those municipalities of their Main Street Programs equal approximately one-third of the Main Street Program budget. The rent is currently approximately $305 per month which includes the rent for the office space and its proportionate share of utilities. This rent amount is 50% of what is typically charged to other lessees of the Porcher House.

The Municipal Services Agreement establishes October 1st 2017 as the effective date of the lease Agreement. Greater Community Partnership shall be responsible for all fees owed prior to October 1

2017.

STRATEGIC PLAN CONNECTION:

Image, specifically how will the City improve its image both physically and emotionally, was identified as a strategic issue. A partnership with Cocoa Main Street to undertake community based improvements projects and economic development initiatives would be consistent therewith.

BUDGETARY IMPACT:

The City budgets revenues anticipated from rental of facilities and the reduction of rent from Cocoa Main Street would reduce revenues by nearly $4,000 for Fiscal Year 2018, which is inclusive of common area maintenance costs.

This reduction in revenue, if approved as recommended above, would be less if Cocoa Main Street were still responsible for their month proportionate share of common area maintenance costs.

PREVIOUS ACTION:

At the October 10th City Council meeting members of City Council provided staff direction to work with the City Attorney's Office to develop a Municipal Services Agreement.

RECOMMENDED MOTION:

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

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("City") **GREATER COMMUNITY PARTNERSHIP, INC.,** a Florida nonprofit corporation, d/b/a "Cocoa Main Street," located at 434 Delannoy Ave, Suite 100, Cocoa, FL 32922 ("Service Provider") (collectively the "Parties").

RECITALS:

WHEREAS, the Service Provider is a bona-fide nonprofit 501(c)(3) corporation, the purpose of which is to enhance the community identity and heritage, foster a center of activity, and ensure economic stability for the heart of Cocoa through concentrated efforts of design, promotion, organization and economic revitalization;

WHEREAS, the City is the sole owner of the Porcher House, and leases portions of same to tenants for different business purposes;

WHEREAS, the Service Provider has been a tenant of the Porcher House for the past several years and desires to continue to lease space at the Porcher House for the purpose of conducting its nonprofit association for community and special events;

WHEREAS, the Service Provider requested that the City provide their existing space leased at the Porcher House a lease rate of $1.00 per year in exchange for the Municipal Services to be provided as detailed herein;

WHEREAS, the City Council has determined that the Municipal Services to be provided by Service Provider serve a municipal purpose and benefit the public health, safety, and welfare of the citizens of the City of Cocoa, and, in furtherance of this benefit, authorize said annual lease rate from the Service Provider, though monthly Common Area and Maintenance charges shall continue to be charged throughout the Agreement term, in exchange for the municipal purposes identified hereunder;

WHEREAS, the Parties desire to enter this Agreement defining their obligations relating to such Municipal Services, as well as their rights, duties, and liabilities relating to the rental of space at the Porcher House.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the Parties agree has been exchanged and received the Parties agree as follows:

Article 1 – Recitals. The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

Article 2 – Definitions. For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

"Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time by mutual written agreement by the Parties, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein.

"City" is the City of Cocoa, Florida, a Florida municipal corporation.

"Effective Date" shall be October 1, 2017. The Agreement shall not be effective against any party until said date.

"Municipal Services" or "Work" shall be used interchangeably and shall refer to the performance of the services outlined in Article 5 of this Agreement.

"Premises" shall mean any office rental space within the Porcher House provided by the City and occupied by Cocoa Main Street in accordance with this Agreement.

"Public Record" is as described in Section 119.011(12), *Florida Statutes.*

"Rent" or "Rental Amount" or "Nominal Rental Amount" shall mean the monies paid to the City by the Service Provider in accordance with Article 8 of this Agreement.

"Service Provider" is the Greater Community Partnership, Inc., a Florida nonprofit corporation, d/b/a "Cocoa Main Street."

Article 3 – Term of Agreement. The Term of this Agreement shall commence on the Effective Date and shall continue in force and effect through September 30, 2019. The City shall have the option to renew this Agreement for up to one (1) additional one (1)-year term upon mutual agreement by the Parties, which shall be in writing and executed by both Parties. The City Manager shall act for the City hereunder.

Article 4 – Lease of Premises. In exchange for the Municipal Services provided to the City by the Service Provider, as further described in Article 5, the City agrees to lease the Premises to Service Provider in accordance with the lease provisions found elsewhere herein.

Article 5 – Engagement; Municipal Services. The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services more particularly described on the Scope of Work attached as **Exhibit "A"** and incorporated herein. Specifically, the Service Provider shall supply any and all personnel necessary to provide the Municipal Services identified in the Scope of Work unless otherwise directed by the City.

Unless otherwise specifically agreed to in writing by the City, there shall be no additional consideration for the performance of the Municipal Services by the Service Provider aside from the nominal Rental Amount charged to the Service Provider, which nominal amount is authorized by the City in exchange for the Municipal Services provided in accordance with this Agreement.

Section 5.1 – Municipal Services a Material Term and Condition of Agreement. The Municipal Services constitute a material term and condition of the Agreement and the failure of the Service Provider to perform the Municipal Services, as determined by the City, constitutes a

material breach of this Agreement and a cause for termination of the Agreement and surrender of the leased Premises as further provided for herein.

Section 5.2 – Submittal of Progress Reports. At the request of the City, Service Provider shall submit to the City a written progress report as to the status of all Municipal Services set forth in this Agreement. If the detail is not sufficient in the City Manager's reasonable discretion to permit the City to determine the Municipal Services performed or the manner in which it is being performed, the City may seek more detail from the Service Provider.

Section 5.3 – Funding Strategy Update Submittal. On or before October 1, 2018, the Service Provider shall submit to the City a funding strategy that would increase the Service Provider's capacity as an organization.

Article 6 – Leased Premises; Relocation of the Service Provider. The City does hereby lease, demise and let unto the Service Provider, and the Service Provider does hereby rent, lease, hire and take from the City, to have and to hold during the Term, subject to the terms and conditions of this Agreement, certain Premises within the Porcher House.

Such leased Premises shall consist of that portion of the property located at 434 Delannoy Avenue, Cocoa, Florida 32922, Office #100. Office #100 is calculated at approximately 284 square feet, such number being used to determine the common area maintenance charge.

The Parties agree that Office #100 is considered to be premium office space as within the Porcher House. The Parties agree that, should another suitable office space (as determined by the City) within the Porcher House become available and the City have the availability to lease Office #100 at the full lease rate, that City hereby reserves the right to, with proper notice, relocate the Service Provider to other office space within the Porcher House.

Article 7 – Use of Leased Premises.

Section 7.1 – Use. The Premises shall be used and occupied by Service Provider in the operation of its lawful trade or business as presently carried on by Service Provider, limited to general office activities, more particularly described as a non-profit association, in a safe, careful and proper manner, so as not to contravene any present or future governmental laws, rules, regulations, policies, procedures or orders. If improvements are necessary to comply with any of the foregoing or with the requirements of insurance carriers, due solely to Service Provider's use of the Premises, Service Provider shall be required to seek written approval from City prior to making the improvements and if approved, Service Provider shall pay the entire cost thereof.

Section 7.2 – Historic Preservation. Service Provider shall not use the Premises in any manner that disrupts the historic nature of the Porcher House through its use or alterations. This Agreement shall be subject to any historic preservation regulations and other requirements that are applicable to the Porcher House.

Section 7.3 – Nuisance. Service Provider shall not cause or maintain any nuisance in or about the Premises and the property thereon, and shall keep the Premises free of debris, rodents, vermin and

anything of a dangerous, noxious, or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or noise.

Section 7.4 – Unlawful or Dangerous Activity. Service Provider shall neither use nor occupy the Premises or any part of the Premises for any unlawful, disreputable, or ultrahazardous business purpose nor operate or conduct Service Provider's business in a manner constituting a nuisance of any kind. Service Provider shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

Section 7.5 – Common Areas. Service Provider shall have use of common areas including parking areas, ways, exits, entrances, roadways, and rest rooms for the general use, in common, of Service Providers, their officers, agents, employees, and customers. However, the common area use cannot interfere with any of the City of Cocoa's operations and does not include any area on the first floor of the building.

Article 8 – Rent and Common Area and Maintenance Charges.

Section 8.1 – Annual Rental Amount. The City agrees to accept One Dollar and 00/100 ($1.00) per year from the Service Provider, due on or before December 1, 2017 and December 1, 2018, respectively, as a nominal annual Rental Amount for the rental of the Premises.

Section 8.2 – Monthly Common Area and Maintenance (CAM) charges. Common Area and Maintenance (CAM) charges, shall be paid on a monthly basis, on or before the 1st of each month. Payments made after the 5th day of the month shall be subject to a ten percent (10%) late fee. Monthly CAM charges due shall be in equal installments of Sixteen Dollars and 00/100 ($16.00) for each month of this Agreement. Common area costs shall mean all sums expended by the City for the maintenance and operation of the common areas and property management fees incurred by the City and all increases in any such costs and expenses. Costs for maintenance, management, and operation of the common areas shall include, but not be limited to, the following: cleaning, sweeping, resurfacing and restripping; cleaning and/or treating exterior brick surfaces; cleaning exterior window surfaces; repainting; repairs to buildings and improvements; relandscaping; supplying directional signs and other markers; car stops; lighting, water, and other utilities; and other costs necessary in the City's judgment for the maintenance and operation of the common areas, and any other charges, costs, and expenses that arise during the Term of this Agreement. This amount described above is subject to change based on circumstances unforeseen at the City's discretion.

Section 8.3 – Sales tax. The amounts due as provided for above do not include sales tax, inasmuch as the Service Provider, at the time of executing this Agreement, is a non-profit, tax-exempt corporation and thus provides that such sales tax is inapplicable. Should the Service Provider lose its status as a non-profit, tax-exempt corporation, at any time during the Term of this Agreement, applicable sales tax shall be calculated and imposed as of the date which the Service Provider no longer enjoys such status. The Service Provider shall give notice to the City of any change in its non-profit, tax-exempt status within five (5) days thereof, for the purpose of calculation, imposition and payment of applicable sales tax.

Section 8.4 – Payments to the City – General. All amounts payable by the Service Provider to the City under this Agreement, whether Rent, CAM charges, Security Deposit or any other payment, shall be payable when due, without deduction or set-off, in U.S. Dollars made payable to The City of Cocoa, Attention: Finance, at the address of, 65 Stone Street, Cocoa, Florida 32922, or to such other person or at such other address as City may from time to time designate in writing.

Section 8. 5 – Late Fee and Costs. The Service Provider shall pay the City a late charge equal to ten percent (10%) of any payment amount if payment is not tendered within five (5) days of its due date. Such payment shall be submitted as described in Section 8.4 above. The Service Provider shall indemnify the City against all costs and charges (including legal fees) lawfully and reasonably incurred in enforcing payment thereof, and in obtaining possession of the Premises after default of the Service Provider or upon expiration or earlier termination of the Term of this Agreement, or in enforcing any covenant, proviso or agreement of Service Provider herein contained.

Article 9 – Use of City's Office Equipment. The Service Provider shall have no right to share in the use of City's office equipment.

Article 10 – Property Management. The Service Provider acknowledges that the City may retain a management company ("Management Company") to manage and operate the property described in this Agreement. The Service Provider hereby agrees not to interfere with the City or the Management Company's duties and responsibilities under the Management Agreement. This Agreement shall be subject to any applicable provision in any future Management Agreement and any provision of this Agreement that conflicts with the Management Agreement shall be null and void and the applicable provision of the Management Agreement shall be substituted for the conflicting Agreement provision as if that provision was originally made a part of this Agreement.

Article 11 – Maintenance, Repair, Alterations and Renovations by the City.

Section 11.1 – Maintenance, Repair and Replacement. The City shall be responsible for and shall expeditiously maintain and repair the foundations, structures and roofs of the Premises in their condition as they exist at the execution of this Agreement, less reasonable wear and tear over the Term, provided that:

A. If all or part of the Premises is destroyed, damaged or impaired, the City shall have a reasonable time in which to complete the necessary repair or replacement;

B. The City shall use reasonable diligence in carrying out its obligations under this Article 11, but shall not be liable under any circumstances for any consequential damage to any person or property for any failure to do so; and

C. Nothing contained herein shall be in derogation of the provisions of this Agreement regarding Destruction of the Premises.

D. Under no circumstances shall the City be liable to the Service Provider for any damage suffered by the Service Provider, its employees, agents, customers or

invitees as a result of moisture or water inside the Premises whether caused by natural disasters and other acts of God, leaks in the structure or in the plumbing.

Section 11.2 – Alterations by the City. City may from time to time make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in the Premises where necessary to serve the Premises; provided, however, that in so doing the City shall not disturb or interfere with the Service Provider's use of the Premises and operation of its business any more than is reasonably necessary under the circumstances and shall repair any damage to the Premises caused thereby.

Section 11.3 – Renovation by the City. In the event the City determines it is necessary to renovate the Premises of the Service Provider, and said renovation may significantly impact the Service Provider's use of the Premises, the City may do so upon not less than seven (7) calendar days notice. If deemed necessary by the City, the Service Provider shall relocate promptly upon the request of City, at the Service Provider's expense. During any period of City renovation where the Service Provider was required to relocate, there will be a rent abatement. Upon completion of renovation, the Service Provider will be required to return to the Premises and adhere to all terms of this Agreement.

Section 11.4 – Access by City. The Service Provider shall permit the City or the City's agents to enter the Premises at all reasonable hours, including outside normal business hours, and, during normal business hours where such will not unreasonably disturb or interfere with the Service Provider's use of the Premises and operation of its business, to examine or inspect the Premises, to provide services, to make repairs, replacements, changes or alterations as set out in this Agreement and/or that the Service Provider may neglect or refuse to make in accordance with the provisions of this Agreement, and to take such steps as the City may deem necessary for the safety, improvement or preservation of the Premises or the building. The City shall, whenever possible, consult with or give reasonable notice to the Service Provider prior to such entry, but no such entry shall constitute an eviction or entitle the Service Provider to any abatement of Rent.

Article 12 – Maintenance, Repair, Alterations and Improvements by the Service Provider.

Section 12.1 – Condition of Premises. Except to the extent that the City is specifically responsible under Article 11 of this Agreement, the Service Provider shall maintain the Premises and all improvements therein in their condition, as they exist at the execution of this Agreement, less reasonable wear and tear, at the Service Provider's sole cost and expense.

Section 12.2 – Alterations by Service Provider. The Service Provider may from time to time at the Service Provider's own expense make changes, additions and improvements in the Premises to better adapt the same to its business, provided that any such change, addition or improvement shall:

A. Be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value, of the building or Premises, or change the purposes for which the building, or any part of the building, may be used; and

B. Not compromise the historic nature of the Porcher House, as determined by the City; and

C. Comply with the requirements of any governmental authority having jurisdiction; and

D. Equal or exceed the then current standard for the building; and

E. Require the prior written consent of City.

Should the Service Provider make changes, additions and improvements without complying with the provisions of this Section, the Service Provider shall be fully liable to the City to restore the Premises to the same or better condition that existed prior to the unauthorized changes, additions and improvements. If the Service Provider fails to make the restorations within the time prescribed by the City, the City may, at its discretion, immediately terminate this Agreement, without penalty, and restore the Premises at the Service Provider's sole expense.

Section 12.3 – Trade Fixtures and Personal Property. The Service Provider may install in the Premises its usual trade fixtures and personal property in a proper manner, provided that no such installation shall interfere with or damage the mechanical or electrical systems or the structure of the building. If the Service Provider is not then in default hereunder, trade fixtures and personal property installed in the Premises by the Service Provider may be removed from the Premises:

A. From time to time in the ordinary course of the Service Provider's business or in the course of reconstruction, renovation, or alteration of the Premises by the Service Provider; and

B. During a reasonable period prior to the expiration of the Term;

provided that the Service Provider promptly repairs at its own expense any damage to the Premises or building resulting from such installation and removal.

Article 13 – Taxes.

Section 13.1 – Service Provider's Taxes. The Service Provider shall pay on or before the last day on which payment may be made without penalty or interest, all applicable taxes, assessments, or other governmental charges that shall or may during the Agreement Term be imposed on, or arise in connection with the use of, the Premises or any part of the Premises including, but not limited to:

A. Florida state sales tax, if applicable, and all other applicable taxes, other than income taxes and taxes of a similar nature, due on rentals, including city, state, county and federal taxes that may be in effect from time to time; and

B. Operations at, occupancy of, or conduct of business in or from the Premises by or with the permission of the Service Provider; and

C. Fixtures or personal property in the Premises which do not belong to the City; and

D. Rent paid or payable by the Service Provider to the City for the Premises or for the use and occupancy of all or any part thereof, specifically including, but not limited to, applicable sales and /or use taxes imposed by any governmental authority having jurisdiction; and

E. It is the intention of the Parties that the rent specified in this Agreement is net rental, and the City shall receive such rent free from all taxes that are made payable by the Service Provider.

Section 13.2 – Notice of Payment of Taxes. The Service Provider shall, within seven (7) calendar days after the time provided for the payment of any applicable tax or other governmental charge by the Service Provider, produce and exhibit to the City satisfactory evidence of the payment.

Article 14 – Utilities. The City will be responsible for all electrical, garbage, water and sewer charges, however, will not be responsible or liable to the Service Provider for disruptions in service due to no fault of the City. All applications and connections for other necessary utility services on the Premises, such as telephone service, shall be made in the name of the Service Provider only, with prior written consent of the City. The Service Provider shall be solely liable for utility charges, excluding electric, garbage, water and sewer, as they become due.

Article 15 – Insurance.

Section 15.1 – Insurance Requirements of the Service Provider relating to the Leased Premises. During the Term, the Service Provider shall maintain at its own expense:

A. Flood insurance, fire insurance with extended coverage and water damage insurance in amounts sufficient to fully cover Service Provider alterations and all property in the Premises which is not owned by City; and

B. Commercial General Liability or Businessowners' Liability insurance against claims for death, personal injury and property damage in or about the Premises, in amounts which are from time to time acceptable to a prudent tenant in the community in which the Premises is located, but not less than One Million Dollars ($1,000,000.00) combined single limit, in respect of each occurrence; and

All policies for insurance required pursuant to this Article 15 shall name the City and the Service Provider as the insureds as their respective interests may appear, shall contain standard mortgagee clauses in favor of the holders of any mortgages on the City's property, shall be in a form and with an insurer reasonably acceptable to the City, shall require at least fifteen (15) days written notice to the City of termination or material alteration during the Term, and shall waive, to the extent available, any right of subrogation against the City. If requested by the City, the Service Provider shall from time to time promptly deliver to the City certified copies or other evidence of such policies, and evidence satisfactory to the City that all premiums thereon have been paid and the

policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the Service Provider. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Service Provider's interest or liabilities, but are merely minimums.

Section 15.2 – Insurance Requirements of the Service Provider Relating to the Municipal Services. During the Term of this Agreement, Service Provider shall also maintain, at its own expense, the following insurance coverage:

A. *Worker's compensation insurance* in accordance with the applicable provisions of Florida law.

B. *Professional liability insurance* for all corporate officers and directors of Service Provider with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

C. *Commercial general liability insurance* with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

All policies for insurance required herein shall name the City and the Service Provider as the insureds as their respective interests may appear, shall be in a form and with an insurer reasonably acceptable to the City, shall require at least fifteen (15) days written notice to the City of termination or material alteration during the Term, and shall waive, to the extent available, any right of subrogation against the City. The Service Provider shall provide a copy of all insurance certificates to the City. Should the Service Provider fail to provide the insurance certificates or fails to obtain coverage in the aforementioned amounts, the City shall have the right to terminate this Agreement if the Service Provider unreasonably delays compliance. If requested by the City, the Service Provider shall from time to time promptly deliver to the City certified copies or other evidence of such policies, and evidence satisfactory to the City that all premiums thereon have been paid and the policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the Service Provider. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Service Provider's interest or liabilities, but are merely minimums.

Article 16 – Indemnification and Hold Harmless.

Section 16.1 – Indemnification and Hold Harmless Relating to Leased Premises. The Service Provider shall hold harmless and indemnify the City against any and all expenses, liabilities, and claims of every kind, including reasonable attorneys' fees of attorneys selected by the City, and related expenses through all appellate proceedings, by or on behalf of any person or entity arising out of either: (1) a failure by the Service Provider to perform any of the terms or conditions of this Agreement; (2) any injury or damage happening on or about the Premises; (3) failure to comply with any law of any governmental authority; or (4) any mechanic's lien or security interest filed against the Premises or equipment, materials, or alterations of buildings or improvements on the Premises.

The Service Provider recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, 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, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This Section shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the Service Provider of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this Section of the Agreement. Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.

Section 16.2 – Indemnification and Hold Harmless Relating to the Municipal Services. For all Municipal Services and Work performed pursuant to this Agreement, the Service Provider shall indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Service Provider's and its employees, partners, contractors, volunteers, and agents performance of the Municipal Services and Work being performed under this Agreement; (b) Service Provider's, and its employees, partners, contractors, volunteers, and agents failure to comply with the provisions of any federal, state, or local laws, ordinance, or regulations applicable to Service Provider and its employees, partners, contractors, volunteers, and agents performance under this Agreement; and (c) any fraud and misrepresentation conducted by Service Provider and its employees, partners, contractors, volunteers, and agents. Service Provider shall not indemnify City against the sole negligence, gross negligence or willful misconduct of City or its employees or agents.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the City. Nothing in this Agreement shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the City, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers which may result from the Municipal Services and Work performed under this Agreement whether the Municipal Services and Work are performed by the Service Provider, its employees, contractors, partners, volunteers, and agents or anyone directly or indirectly employed by the Service Provider. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein. This Section shall survive the termination of this Agreement.

Article 17 – Transfers by the City. Nothing in this Agreement shall restrict the right of the City to sell, convey, assign, mortgage or otherwise deal with the City's property or the right of the City to assign its interest in this Agreement subject only to the rights of the Service Provider under this Agreement.

Article 18 – Default or Breach. Each of the following events shall constitute a default or breach of this Agreement by the Service Provider:

A. If the Service Provider fails, as determined by the City, to perform the Municipal Services as described in Article 5.

B. If the Service Provider, or any successor or assignee of the Service Provider while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

C. If the Service Provider shall fail to pay City any rent (inclusive if CAM charges) or additional rent when the rent shall become due and shall not make the payment within five (5) calendar days of its due date.

D. If the Service Provider shall fail to perform or comply with any of the conditions of this Agreement and if the nonperformance shall continue for a period of seven (7) calendar days after notice of nonperformance given by the City to the Service Provider or, if the performance cannot be reasonably had within the seven (7) calendar day period, Service Provider shall not in good faith have commenced performance within the seven (7) calendar day period and shall not diligently proceed to completion of performance.

E. If the Service Provider shall vacate or abandon the Premises.

F. If this Agreement or the estate of Service Provider under this Agreement shall be transferred to or shall pass to or devolve on any other person or party, except in the manner permitted in this Agreement.

G. If the Service Provider fails to take possession of the Premises on the term commencement date, or within seven (7) calendar days after notice that the Premises are available for occupancy, if the term commencement date is not fixed in this Agreement or shall be deferred as provided in Agreement.

Article 19 – Effect of Service Provider Default or Breach. In the event of any default or breach under this Agreement, including but not limited to the events as set forth in Article 18, the rights of the City shall be as follows:

A. The City shall have the right to cancel and terminate this Agreement, as well as all of the right, title, and interest of Service Provider under this Agreement, by giving to the Service Provider not less than seven (7) calendar days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Agreement and the right, title, and interest of the Service Provider under this Agreement, shall terminate in the same manner and with the same force and effect, except as to the Service Provider's liability, as if the date fixed in the notice of cancellation and termination were the end of the term originally set forth in this Agreement.

B. The City may elect, but shall not be obligated, to make any payment required of Service Provider in this Agreement or comply with any agreement, term, or condition required by

this Agreement to be performed by Service Provider. The City shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by the City shall not be deemed to waive or release the default of the Service Provider or the right of City to take any action as may be otherwise permissible under this Agreement in the case of any default, including holding the Service Provider responsible for any City expenditure.

C. The City may reenter the Premises immediately and remove the property and personnel of Service Provider, and store the property in a public warehouse or at a place selected by City, at the expense of Service Provider. After reentry City may terminate the Agreement on giving seven (7) calendar days' written notice of termination to Service Provider. Without the notice, reentry will not terminate this Agreement. On termination, City may recover from Service Provider all damages proximately resulting from the breach, including the cost of recovering the Premises and the value of the balance of this Agreement over the reasonable rental value of the Premises for the remainder of the Agreement term, which sum shall be immediately due City from Service Provider.

D. After reentry, City may relet the Premises or any part of the Premises for any term without terminating this Agreement, at the rent and on the terms as City may choose. City may make alterations and repairs to the Premises. The duties and liabilities of the Parties if the Premises are relet as provided in this section shall be as follows:

i. In addition to the Service Provider's liability to the City for breach of the Agreement, the Service Provider shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by City under the new Agreement and the rent installments that are due for the same period under this Agreement.

ii. The City shall have the right, but shall not be required, to apply the rent received from reletting the Premises to: (1) reduce the indebtedness of the Service Provider to the City under this Agreement, not including indebtedness for rent; (2) expenses of the reletting and alterations and repairs made; (3) rent due under this Agreement; or (4) to payment of future rent under this Agreement as it becomes due.

iii. If the new tenant does not pay a rent installment promptly to City, and the rent installment has been credited in advance of payment to the indebtedness of the Service Provider other than rent, or if rentals from the new tenant have been otherwise applied by City as provided for in this section and during any rent installment period are less than the rent payable for the corresponding installment period under this Agreement, the Service Provider shall pay City the deficiency, separately for each rent installment deficiency period, and before the end of that period. The City may at any time after a reletting terminate this Agreement for the breach on which the City had based the reentry and subsequently relet the Premises.

iv. After reentry, the City may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Service Provider. The receiver may carry on the business of the Service Provider and take possession of the personal property used in the business of the Service Provider, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Service Provider. Proceedings for the appointment of a receiver by the City, or the appointment of a receiver and the conduct of the business of the Service Provider by the receiver, shall not terminate and forfeit this Agreement unless the City has given written notice of termination to the Service Provider as provided in this Agreement.

Article 20 – Destruction of Premises. In the event of a partial destruction of the Premises during the term of this Agreement from any cause, the City shall promptly repair such damage, provided the repairs can be made within a reasonable number of days under the laws and regulations of applicable governmental authorities and the cost of repairs are budgeted and appropriated by the City of Cocoa City Council. Any partial destruction shall neither annul nor void this Agreement, except that the Service Provider shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by the Service Provider on the Premises. In the event that the City does not elect to make repairs that cannot be made in a reasonable time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, or the City of Cocoa City Council does not budget and appropriate money to conduct the repairs, this Agreement may be terminated at the option of either party.

Article 21 – Condemnation. Rights and duties in the event of condemnation subsequent to the effective date of this Agreement are as follows:

A. If the whole of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Agreement shall cease and terminate as of the date on which title shall vest in that authority, and the rent reserved under this Agreement shall be apportioned and paid up to that date.

B. If only a portion of the Premises shall be taken or condemned, this Agreement shall not cease or terminate, but the rent payable after the date on which the Service Provider shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by the Service Provider as the Parties may agree or as shall be determined by arbitration.

C. In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to the City without any deduction from such award for the value of the unexpired term of this Agreement or for any other estate or interest in the Premises now or later vested in the Service Provider. The Service Provider assigns to City all Service Provider's right, title, and interest in any and all such awards.

Article 22 – Subordination. This Agreement and all rights of the Service Provider under this Agreement

shall be subject and subordinate to the lien of any and all mortgages or requirements of any historic preservation grant that may now or in the future affect the Premises, or any part of the Premises, and to any and all renewals, modifications, or extensions of any such mortgages or grants. The Service Provider shall on demand execute, acknowledge, and deliver to the City, without expense to the City, any and all instruments that may be necessary or proper to subordinate this Agreement and all rights in this Agreement to the lien of any such mortgage(s) and grant(s). If the Service Provider shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, the City, in addition to any other remedies available in consequence of such failure, may execute, acknowledge, and deliver the subordination instrument as the Service Provider's attorney-in-fact and in the Service Provider's name. The Service Provider irrevocably makes, constitutes, and appoints the City, its successors and assigns, the Service Provider's attorney-in-fact for that purpose.

Article 23 – Access to Premises; Sign Posted by the City. The Service Provider shall permit the City or its agents to enter the Premises at all reasonable hours to show the Premises to prospective buyers, renters, or government officials in the course of the City of Cocoa's municipal functions. At any time, the City may show the Premises to persons wishing to rent them. The Service Provider shall, at any time, permit the usual notices of "For Rent" and "For Sale" to be placed on the Premises and to remain on the Premises without hindrance and molestation.

Article 24 – Easements, Agreements, or Encumbrances. The Parties shall be bound by all existing easements, agreements, and encumbrances, which may or may not be of record relating to the Premises, and the City shall not be liable to the Service Provider for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder.

Article 25 – Quiet Enjoyment. Subject to the terms and conditions of this Agreement, the City warrants that the Service Provider shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by the City if the Service Provider pays the rent and other charges provided in this Agreement, and otherwise fully and punctually performs the terms and conditions, in relation to the Municipal Services or otherwise, imposed on the Service Provider by this Agreement.

Article 26 – Liability of the City. The Service Provider shall be in exclusive control and possession of the Premises, and the City shall not be liable for any injury or damages to any property or to any person on or about the Premises or for any injury or damage to any property of the Service Provider. The provisions of this Agreement permitting the City to enter and inspect the Premises are made to insure that Service Provider is in compliance with the terms and conditions of this Agreement and to insure that the Service Provider makes repairs that the Service Provider has failed to make. The City shall not be liable to the Service Provider for any entry on the Premises for inspection purposes.

Article 27 – Rent abatement. No abatement, diminution, or reduction of rent shall be claimed or allowed to the Service Provider or any person claiming under the Service Provider under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the making of alterations, improvements, or repairs to the Premises, because of any governmental laws, or arising from and during the restoration of the Premises after their destruction or damage by fire or other cause, or the taking or condemnation of a portion only of the Premises, except as provided in Articles 11 and 20.

Article 28 – Representations by City. At the commencement of the term, the Service Provider shall

accept the Premises and improvements and any equipment in their existing condition and state of repair, and the Service Provider agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of the City in respect to the buildings, improvements and equipment, except as contained in the provisions of this Agreement.

Article 29 – Assignment, Sublease or Sale.

Section 29.1 – Assignment or Sublease by Service Provider. Neither the Service Provider nor the Service Provider's successors or assigns shall assign, mortgage, pledge, or encumber this Agreement or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others, nor shall this Agreement be assigned or transferred by operation of law, without the prior, express, and written consent in writing of the City in each instance. If this Agreement is assigned or transferred, or if all or any part of the Premises is sublet or occupied by anybody other than Service Provider, the City may, after default by the Service Provider, collect rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the rent reserved in this Agreement. However, any such assignment, subletting, occupancy, or collection shall not be deemed a waiver of any agreement or condition of this Agreement, or the acceptance of the assignee, transferee, subtenant, or occupant as the Service Provider. The Service Provider shall continue to be liable under this Agreement in accordance with its terms and conditions and shall not be released from the performance of the terms and conditions of this Agreement.

Section 29.2 – Assignment by City. City shall have the right to transfer, assign and convey, in whole or in part, any and all of its rights under this Agreement provided that the assignee and any assignee of the fee simple title of the Premises assume the obligations and duties of City arising under this Agreement.

Section 29.3 – Sale, Conveyance and Assignment. Nothing in this Agreement shall restrict the right of the City to sell, convey, assign, mortgage or otherwise deal with the Premises or the right of the City to assign its interest in this Agreement subject only to the rights of the Service Provider under this Agreement.

Article 30 – Surrender of Possession. The Service Provider shall, on the last day of the term, or on earlier termination and forfeiture of this Agreement, peaceably and quietly surrender and deliver the Premises to the City free of subtenancies, including all buildings, additions, and improvements constructed or placed on the Premises by the Service Provider, except moveable trade fixtures, all in good condition and repair. If the City so elects, any trade fixtures or personal property not used in connection with the operation of the Premises and belonging to the Service Provider, if not removed at the termination or forfeiture of this Agreement, shall be deemed abandoned and become the property of the City without any payment or offset for such fixtures or property. At the City's election, the City may remove such fixtures or property from the Premises and store them at the risk and expense of the Service Provider. The Service Provider shall repair and restore all damage to the Premises caused by the removal of equipment, trade fixtures, and personal property.

Article 31 – Notices. Communication and details concerning this Agreement shall be directed to the following contact representatives:

Attn: City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922 321-433-8660 with copy to Anthony A. Garganese, City Attorney Garganese, Weiss & D'Agresta, P.A. P.O. Box 2873 Orlando, Florida 32802-2873 407-425-9566	Attn: Cocoa Main Street 434 Delannoy Avenue Suite 100 Cocoa, FL 32922 (321) 298-4484

Any notice from one party to the other hereunder shall be in writing and shall be deemed duly served if delivered to the party being served or if mailed by registered or certified mail. Any notice shall be deemed to have been given at the time of delivery if the day of such delivery is not a Saturday, Sunday or statutory holiday. If the day of delivery is a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next following day that is not a Saturday, Sunday or statutory holiday. If such notice is mailed, notice shall be deemed to have been given seven (7) calendar days after the date of mailing thereof unless the postal system has been disrupted by strikes or slow downs, in which case notice shall be given by personal delivery only. Either party shall have the right to designate by notice, in the manner above set forth, a different address or representative to which notices are to be mailed.

Article 32 – Miscellaneous.

Section 32.1 – Right to Refuse Admission and to Eject. The City reserves the right to refuse admission to the Premises, outside of ordinary business hours, to any person not known by the City or properly identified; to eject any person from the Premises whose conduct may tend to be harmful to the safety and interests of the Premises, the tenants and the property thereon; to close any part of the Premises during any riot or other commotion where person or property may be impaired or prior to, during, or after a Hurricane or other natural disaster.

Section 32.2 – Service Provider Not to Allow Lien or Encumbrances. The Service Provider shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work of any contractor, mechanic, laborer, or materialman which might be or become a lien or encumbrance or charge upon the Premises of which the Premises is a part. If any lien or notice of lien on the account of any debt of the Service Provider shall be filed against the Premises or the property of which the Premises is a part, and the Service Provider fails to discharge the lien or notice of lien within twenty (20) days of filing, the City, in addition to any other legal rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due, or shall be entitled to defend any prosecution of an action for foreclosure of such lien. Any amount paid by the City and all costs and expenses (including reasonable attorneys' fees and interest) incurred by Landlord in connection therewith shall be paid by the Service Provider.

Section 32.3 – Condition Precedent. All rights, obligations and liabilities of the City and the Service Provider shall be subject to satisfaction of the condition precedent of the complete execution of this Agreement by the Service Provider and the City Manager of the City of Cocoa.

Section 32.4 – Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.

Section 32.5 – Professionalism and Standard of Care. The Service Provider shall do, perform and carry out in a professional manner all Municipal Services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the Municipal Services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service Provider.

Section 32.6 – Warranty of Professional Services & Compliance with Law. The Service Provider (for itself and any of its employees, contractors, volunteers, partners, and agents used to perform the Municipal Services) hereby warrants unto the City that all of its employees (and those of any of its contractors, partners, and agents used to perform the Municipal Services) have sufficient experience to properly complete the Municipal Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Municipal Services, the Service Provider shall supervise and direct the Municipal Services, using its best skill and attention. The Service Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority during the performance of the Municipal Services.

Section 32.7 – 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 City and Service Provider is such that the Service Provider is an independent contractor and not an agent of the City. The Service Provider, its contractors, volunteers, partners, agents, and their employees are independent contractors and not employees of the City. No provision contained herein shall be construed as creating a joint venture between the Parties. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and the Service Provider, its contractors, volunteers, partners, employees, or agents, during or after the performance of the Work under this Agreement.

Section 32.8 – Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Service Provider 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 Service Provider related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Service Provider. 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 Service Provider 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 SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 STONE ST., COCOA, FLORIDA 32922.

Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider 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. Service Provider 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, Service Provider shall transfer to the City, at no cost, all public records in possession of the Service Provider, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Service Provider 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 Service Provider shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Service Provider of the request and the Service Provider shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Service Provider does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Service Provider acknowledges that if Service Provider does not provide the public records to the City within a reasonable time, Service Provider may be subject to penalties under Section 119.10, Florida Statutes. Service Provider acknowledges that if a civil action is filed against Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider 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 Service Provider, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Service Provider 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 Service Provider 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 Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this

Section against Service Provider. 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 Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

Section 32.9 – Audit and Inspections. All Service Provider's records with respect to the providing of Municipal Services under this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement.

Section 32.10 – Civil Rights. The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

Section 32.11 – Severability. Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

Section 32.12 – 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 court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

Section 32.13 – 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.

Section 32.14 – Attorney's Fees. Should any litigation arise concerning this Agreement between the Parties, the Parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

Section 32.15 – Headings. All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

Section 32.16 – Waiver. Any waiver by City of any breach or violation of Service Provider's obligations under this Agreement shall not be construed as a continuing waiver or consent to any

subsequent breach or violation.

Section 32.17 – Corporate Representations. Service Provider makes the following representations to City:

A. Service Provider is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

B. The undersigned signatory for Service Provider 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 Service Provider has been duly authorized by the board of directors and/or president of Service Provider. In support of said representation, Service Provider agrees to provide, if requested by the City, a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to, or any time after, the execution of this Agreement.

Section 32.18 – City's Right of Inspection. In addition to any rights of inspection of the City in relation to the occupancy of the Premises by the Service Provider as a tenant, the City is hereby granted the right of entry onto Service Provider's property used to perform the Municipal Services for purposes of determining Service Provider's compliance with this Agreement. The Service Provider hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

Section 32.19 – Time of Performance/Term. Time is of the essence under this Agreement. Municipal Services provided by the Service Provider shall begin immediately upon execution of this Agreement.

Sections 32.8, 32.9, 16.1, 16.2 and 32.22 shall survive the termination of this agreement.

Section 32.20 – Assignment. This Agreement shall not be assigned by the Service Provider unless agreed to in writing by the City.

Section 32.21 – No City Obligation for Future Obligations to the Service Provider. No provision in this Agreement shall be construed as requiring the City to provide a lessened or nominal rental amount or otherwise in exchange for Municipal Services, or shall otherwise obligate the City in any respect relating to the Service provider, in the future.

Section 32.22 – Sovereign Immunity. 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 Section shall survive termination of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

WITNESS:

_____
Print Name: _____

_____
Print Name: _____

GREATER COMMUNITY PARTNERSHIP, INC. d/b/a "COCOA MAIN STREET"

By: _____

Print name: _____

Title: _____

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CITY OF COCOA:

_____
By: John Titkanich, City Manager

Date: _____

EXHIBIT A

SCOPE OF WORK

A. GENERAL OBLIGATIONS

1. The Service Provider shall partner with and support the City to fulfill, at a minimum, the community-based projects provided for hereunder in Section B.
2. The Municipal Services shall largely focus on the coordination and implementation of physical improvements to the City, as directed by the City.
3. In addition to the specific projects identified in Section B. hereunder, the Service Provider shall support other community beautification projects, provide volunteers in support of City-sponsored (leisure Services and otherwise) events and/or economic development initiatives.
4. The Service Provider shall supply all personnel necessary to provide the Municipal Services detailed herein.

B. SPECIFIC PROJECTS

1. Traffic Signal Wrap (Electrical Boxes) project

a. The Service Provider was engaged by the City to manage and oversee the City's traffic signal wrap (electrical boxes) project which is underway in the City. The Service Provider facilitated with ArtBeatz Cocoa for artists to submit designs to wrap the traffic signal boxes. The Service Provider has largely coordinated the project to date. The Service Provider shall continue its support for and facilitation of such project and shall remain the point of contact on the City's behalf for such traffic signal project as circumstances may require.

2. Bench Art project

a. The Service Provider initially facilitated the bench art painting project which is now undertaken by ArtBeatz Cocoa. Said project encompasses painting benches in various locations throughout the City of Cocoa. The first phase of painted benches was completed in May 2016. Artbeatz continues to accept proposals from artists for bench designs for additional benches at other locations. The Service Provider shall continue its support for and facilitation of such project and shall remain the point of contact on the City's behalf for such bench art project as circumstances may require.

3. Cocoa Village Gateway Entry Feature project

a. The Cocoa Village Gateway Entry Feature project is referenced in the Cocoa Community Redevelopment Agency (CRA) Waterfront Master Plan. The Florida Avenue Complete Street project was finalized in June 2017. On the north side of the project is a piece of property purchased by the City (6 Forrest Avenue) for the intention of redeveloping the site into a greenspace with a Cocoa Village gateway entry feature. While the CRA will fund the gateway entry feature, the Service Provider shall facilitate the design competition to solicit designs from the community. The Cocoa Community Redevelopment Agency Board shall select the winning design for the gateway entry, and the Service Provider shall subsequently continue to facilitate the project, coordinating and working with the chosen

architect and as otherwise necessary to obtain the full design and related for the gateway entry project.

4. Downtown Way-Finding project

a. The Downtown Way-Finding project is referenced in the Cocoa CRA Waterfront Master Plan. The City desires to implement signage throughout the downtown area identifying businesses and points of interest such that visitors may more easily find same. While the City will carry out the installation of the actual signage, the Service Provider shall undertake the task of assisting in the development and facilitation of a wayfinding sign program in order to address the design and locations of the relevant signage, which shall include working with businesses and merchants in Cocoa Village to gather information and to facilitate this overall project.

5. Downtown Landscaping projects

a. In the past, the Service Provider has worked with merchants in Cocoa Village such that the merchants "adopted" flowerbeds and landscaping beds in front of or near their respective places of business, agreeing to and independently implementing and maintaining improvements to such flowerbeds or landscaping beds. The Service Provider shall oversee such project to assist in the implementation and maintenance of such landscaping by the merchants.

Legislation Details (With Text)

File #:	17-504	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Multi-Year Contract
File created:	11/16/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Approve multi-year Contract W1124 with the Florida Department of Corrections for one (1) Inmate Work Squad for a twelve (12) month term beginning on January 1, 2018 and ending at midnight on December 31, 2018. Authorize the City Manager to approve any additional Department of Correction Inmate Work Squad contracts in the event that the Public Works Department is able to obtain additional squads under the terms and conditions stated herein. Approve a Resolution Amending the FY 2018 Budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	W1124 Contract - CR - 2017 for sigs W1124 Unltr 2017 Budget Resolution FY 2018.docx BAF-PW-Inmate Work Squad (12-12-17)~Agenda 17-504 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 16, 2017
Agenda Date: December 12, 2017
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Approve multi-year Contract W1124 with the Florida Department of Corrections for one (1) Inmate Work Squad for a twelve (12) month term beginning on January 1, 2018 and ending at midnight on December 31, 2018. Authorize the City Manager to approve any additional Department of Correction Inmate Work Squad contracts in the event that the Public Works Department is able to obtain additional squads under the terms and conditions stated herein. Approve a Resolution Amending the FY 2018 Budget.

BACKGROUND:

The Grounds Division of Public Works currently has a contract with the Department of Corrections for one inmate work squad (W1124) that will expire at midnight on December 31, 2017. The Grounds Division of Public Works has decided to renew this contract for one (1) work squad beginning January 1, 2018. The Department of Corrections shall provide one (1) work squad consisting of one (1) correctional officer and up to eight (8) inmates. The program has been a success as it reduces the mowing workload of right of ways and easements on the Grounds Division.

Additionally, Public Works has requested from the Department of Corrections to contract for two (2) additional work squads to assist the Grounds Division with the mowing and maintenance of the medians on S.R. 520 and U.S. 1 and related work on other city properties. While currently not available, the Department of Corrections is working diligently to provide these additional crews as quickly as possible. Funding for these additional work squads will be utilized from the unencumbered funds in the Mowing Contracts budget item. 001-3520-572.34-09 and the remainder of the funds in Contract Services budget item 001-3520-572.34-00.

In the event that these additional squads become available during the current City fiscal year 2017/2018, Staff requests that the City Council authorize the City Manager to approve and execute an addendum to the attached contract to include additional available squads or to approve and execute an additional contract(s) for the additional available squads under substantially similar terms and conditions as the attached contract.

STRATEGIC PLAN CONNECTION:

The work squad provides for effective and efficient mowing and maintenance of the city right of ways and other landscaping needs as necessary. This allows city staff to put their skills to better use in more specialized work throughout the city.

BUDGETARY IMPACT:

Budgeted Yes (Partially)

Budgeted

Work Squad # 1

Amount Requested	$57,497.00
Account Number	001-3520-572-34-00
Account Name	Contract Services

Work Squad # 2

Amount Requested	$7,631.00
Account Number	001-3520-572-34-00
Account Name	Contract Services

Source of Funds for Additional Work Squad #2:

Amount Requested	$35,000.00
Account Number	001-3520-572-34-09
Account Name	Contract Service/Mowing

Amount Requested	$14,866.00
Account Number	001-3520-572-52-00
Account Name	Operating Supplies

To:

Work Squad # 2
Amount Requested $49,866.00
Account Number 001-3520-572-34-00
Account Name Contract Services

PREVIOUS ACTION:

The Department of Corrections Work Squad contract was previously approved in October 2015 through December 31, 2017

RECOMMENDED MOTION:

Approve multi-year Contract W1021 with the Florida Department of Corrections for one (1) Inmate Work Squad for a twelve (12) month term beginning on January 1, 2018 and ending at midnight on December 31, 2018. Authorize the City Manager to approve any additional Department of Correction Inmate Work Squad contracts in the event that the Public Works Department is able to obtain additional squads under the terms and conditions stated herein. Approve a Resolution Amending the FY 2018 Budget.

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CITY OF COCOA

This Contract is between the Florida Department of Corrections ("Department") and the City of Cocoa ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, Sections 944.10(7) and 946.40, Florida Statutes (F.S.), and Rules 33-601.201 and 33-601.202, Florida Administrative Code (F.A.C.), provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, the City of Cocoa is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on January 1, 2018, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or December 31, 2018, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed for up to a three (3) year period, in whole or part, after the initial Contract period, and upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than 60 calendar days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.

3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

a. Pursuant to Rule 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad of up to eight (8) inmates.

b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) business days.

c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.

d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.

e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with **Addendum A**. Once the Agency reimburses the Department for the costs reflected on **Addendum A**, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.

g. The Department shall provide food and drinks for inmates' lunches.

h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.

j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.

k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.

l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.

m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.

b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.

c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency.

e. The Agency shall provide vehicles for transportation of the work squads and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Contract Manager, in writing, prior to assignment of the work squad. Depending upon the method of communication provided, the Department's Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Security Operations to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Department's Contract Manager. The Department's Contract Manager shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be retained by the Department and, upon the end or termination of this Contract, returned to the Agency.

The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Department's Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the Agency if a trailer is necessary. The Department's Contract Manager shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By The Agency**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.

2. **Total Costs To Be Billed To The Agency By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.

3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) business days, the next or subsequent billing will be adjusted by the Department for services not provided.

4. The Agency shall insure any vehicles owned by the Agency used under this Contract.

5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Florida Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted is:

Rhonda Dingman
City of Cocoa
155 North Wilson Street
Cocoa, Florida 32922
Telephone: (321) 433-8770
Fax: (321) 504-0922
Email: rdingman@cocoafl.org

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address, and phone number as indicated, as Department's Contract Manager and Department's Contract Administrator for the Project.

A. Department's Contract Manager

The Field Office Manager of the Central Florida Reception Center represented in this Contract is designated as the Department's Contract Manager and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager
Central Florida Reception Center
7000 H.C. Kelley Road
Orlando, Florida 32831
Telephone: (407) 208-8187
Email: Johnnie.Pleicones@fdc.myflorida.com

B. Department's Contract Administrator

The Department's Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Department's Contract Manager.

The title, address, and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address, and telephone number of the representative of the Agency is:

Michael J. Giorgio, Manager
Street, Stormwater, and Grounds Divisions
City of Cocoa
155 North Wilson Street
Cocoa, Florida 32922
Telephone: (321) 433-8771
Email: mgiorgio@cocoafl.org

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered, in writing, to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered, in writing, and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than 30 calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, with a copy to the Department's Contract Administrator, and Department's Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and, in writing, will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department's Contract Manager, or designee.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

K. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Contracts.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF COCOA

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: _____

Addendum A
Inmate Work Squad Detail of Costs for City of Cocoa
Interagency Contract Number W1124 Effective January 1, 2018

*****ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY*****

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

			Per Officer Annual Cost		Total Annual Cost
Officers Salary	# Officers	Multiplier 1	$ 54,194.00	** $	54,194.00
Salary Incentive Payment			$ 1,128.00	$	1,128.00
Repair and Maintenance			$ 121.00	$	121.00
State Personnel Assessment			$ 354.00	$	354.00
Training/Criminal Justice Standards			$ 200.00	$	200.00
Uniform Purchase			$ 400.00	$	400.00
Uniform Maintenance			$ 350.00	$	350.00
Training/Criminal Justice Standards *			$ 2,225.00		
TOTAL - To Be Billed By Contract To Agency			$ 58,972.00	$	56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is $31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

	Number Squads	Total Annual Cost
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	$ 750.00
TOTAL - To Be Billed By Contract To Agency		$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: **YES** [X] **NO** [ ]
ENCLOSED TRAILER REQUIRED: **YES** [ ] **NO** [X]

Addendum A
Inmate Work Squad Detail of Costs for City of Cocoa
Interagency Contract Number W1124 Effective January 1, 2018

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	$4969.00	X	1	$ -	☐	☐	☒
Vehicle Mounted Radio	MACOM	$5400.00	☐		$ -	☐	☐	☐
TOTAL Operating Capital To Be Advanced By Agency					$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

	Total Cost
1. Operating Capital - from Section IV.	$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$56,747.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Grand Total - To Be Billed To Agency By Contract:	$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: $57,497.00
(Total of Sections V. and VI.)

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department,
the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Cocoa
Interagency Contract Number W1124 Effective January 1, 2018

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of $750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 12/01/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 35,000)	001-3520-572.34-09		MOWING CONTRACTS	$ 45,000	$ 40,000	$ 5,000	$ 5,000
($ 14,866)	001-3520-572.52-00		OPERATING SUPPLIES	$ 55,855	$ 55,855	$ 40,989	$ 23,159
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 49,866)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 49,866	001-3520-572.34-00		CONTRACT SERVICES	$ 137,000	$ 137,000	$ 186,866	$ 172,492
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 49,866	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to implement the approved multi-year Contract W1021 with the Florida Department of Corrections for one (1) Inmate Work Squad for a twelve (12) month term beginning on January 1, 2018 and ending at midnight on December 31, 2018. Authorize the City Manager to approve any additional Department of Correction Inmate Work Squad contracts in the event that the Public Works Department is able to obtain additional squads.
Agenda 17-504

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/12/17 *RESOLUTION #:* 2017-136

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

12/1/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.12.01 10:11:04 -05'00'	12/1/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.12.01 12:37:26 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
12/1/17 Everett J. Wegerif	12/1/17 Lora Howell Digitally signed by Lora Howell Date: 2017.12.01 13:03:58 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	17-505	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	11/16/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Approval of the renewal of the Neogov multi-year agreement dated December 10, 2017 through December 9, 2018 for the City's applicant tracking system and authorize the City Manager to sign. (City Manager)				
Sponsors:	Department Director				
Indexes:	Employment, staffing				
Code sections:					
Attachments:	Executed - 11_08_17 Addendum 1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 16, 2017
Agenda Date: December 12, 2017
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approval of the renewal of the Neogov multi-year agreement dated December 10, 2017 through December 9, 2018 for the City's applicant tracking system and authorize the City Manager to sign.

BACKGROUND:

In December 2013, City Council approved the purchase of an online applicant tracking system (ATS) for the Human Resources Division with Neogov. Prior to having an applicant tracking system, the City had a paper employment application. Since the implementation of an ATS, Human Resources has been able to streamline the hiring process and reach far more qualified candidates to fill the City's open positions.

The pricing originally agreed to in 2013 has carried over annually without an increase until this year when we were notified of a proposed increase. The initial proposed renewal pricing received via email on July 7, 2017, included a substantial increase from $6,250 to $9,478. At that time Neogov was very firm on their pricing and was not willing to negotiate the increased amount. Due to the significant increase, the City explored other systems with obtaining comparative quotes and viewed systems demos. Staff also talked to other Neogov customers who were experiencing the same increases with their service and believe it maybe an initiative happening across their customers nationwide. However, when we went back to Neogov to advise them of our plan to potentially cancel their service, an alternative quote was given with no increase.

At that time, the City Manager signed the City Attorney approved agreement since it was within his signing authority. However, it was discovered after the contract execution, this agreement needs City Council approval because it is considered a “multi-year” agreement due to the dates crossing fiscal years. Staff is requesting City Council to approve the agreement dated December 10, 2017-December 9, 2018.

STRATEGIC PLAN CONNECTION:

Employees (Goal 1, Objective 1.1(a)): Develop staffing plans to ensure the departments are hiring the highest caliber of job applicants through a streamlined, efficient and transparent recruitment process, while adhering fully to all legal hiring procedures.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$6,250
Account Number	001-1801-513-46.00
Account Name	Repairs & Maintenance

PREVIOUS ACTION:

At a regular City Council Meeting on December 10, 2013, City Council approved a resolution amending the FY2017 budget to implement an online applicant tracking system for Human Resources.

RECOMMENDED MOTION:

Approval of the renewal of the Neogov multi-year agreement dated December 10, 2017 through December 9, 2018 for the City’s applicant tracking system and authorize the City Manager to sign.

Addendum 1

EXHIBIT A – RENEWAL FORM

Customer:	**Bill To:**
Cocoa, City of (FL) 65 Stone St. Cocoa, FL 32922	Gina Maxwell HR Manager gmaxwell@cocoafl.org Cocoa, City of (FL) 65 Stone St. Cocoa, FL 32922 Phone: Email:

Quote Date:	10/13/2017	**Revision:**	1
Valid From:	N/A		
Valid To:	**N/A**		
		Order Number:	
Requested Service Date:		**Initial Term:**	
	TBD		Insight Enterprise, Facebook Integration, GovernmentJobs.com Subscription: 12/10/2017 – 12/9/2018

Order Summary NOTE: The following discounts are available if the contract is pre-paid for the specified number of years: 2 year = 4% discount, 3 year = 6% discount, 4 years = 8% discount, 5 years = 10% off your ongoing annual license

Item	Annual Renewal Year 1
Insight Enterprise Software License License Subscription & Maintenance	$4,950.00
Facebook Integration Customization License	$500.00
GovernmentJobs.com Subscription Unlimited Job Posting Subscription	$800.00
Total	**$6,250.00**

Included with License	
Unlimited Customer Support M – F, 6:00 AM – 6:00 PM PT	
Product Upgrades to Licensed Software	

Addendum 1

NOTES:

Addendum 1

Order Detail

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

1.0 Insight Enterprise (IN)

License Subscription to NEOGOV IN

The Customer's subscription to the Insight platform includes the following functionality:

Recruitment

- Online job application
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions for approval
- Certification/eligible lists

2.0 GovernmentJobs.com Job Posting Subscription

(GJC) License Subscription

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: jobs advertised on the promotional and transfer webpage's are not advertised on GovernmentJobs.com as these are typically for internal employees.

3.0 NEOGOV Perform (PE) NA

License Subscription to NEOGOV PE

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales
- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

4.0 NEOGOV Onboarding (ON) NA

License Subscription to NEOGOV ON

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms*

*NEOGOV ON includes I9 and W4 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at the following cost:

- Background forms $295 per form
- Dynamic Forms $195 per form
- Updates to existing forms $200 an hour

5.0 NEOGOV Integrations NA

NEOGOV offers Standard Integrations as well as platform APIs for 3rd party system integration(s).

Standard Integrations include:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual Maintenance By NEOGOV

Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, Professional Services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

6.0 NEOGOV Services NA

Setup and Provisioning

The following activities are conducted as part of the NEOGOV implementation:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the Customer's production environment

Training

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers have full access to the demo/training environment setup for Insight.

NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

Addendum 1

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PERSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and licenses

One hundred percent (100%) of the annual license price is payable within thirty (30) days of Customer receipt of invoice.

Software Provisioning

One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. **N/A**

Training

One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. **N/A**

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

Customer		**Governmentjobs.com, Inc.**	
Signature:		Signature:	
Print Name:	John A. Tiktkanich, Jr.	Print Name:	
Title:	City Manager	Title:	
Date:	11/08/17	Date:	

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this 10th day of December 2013, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the **City of Cocoa, FL** a public entity acting by and through its duly appointed representative ("Customer").

1. **Provision of On-line Services**.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. **Additional NEOGOV Responsibilities**. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. **Customer Responsibilities**. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. **Ownership, Protection and Security**.

(a) The parties agree that the NEOGOV marks and the Customer marks shall both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. **NEOGOV Representations and Warranties**.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity**. Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure**. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the Florida, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations**.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will

defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. **Term and Termination**.

(a) This Agreement shall commence as of the date hereof and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

10. **Payments**.

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such

increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure**. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

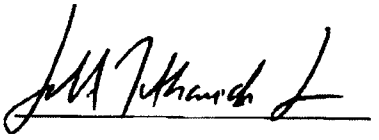
12. **Piggyback Clause**. It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced there from and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous**. Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

14. **Nonappropriation clause.** The Customer's performance and obligations under this Agreement, including the Customer's obligations to make any payments for services, are contingent upon the Customer's inclusion of an appropriation of public funds for the services described in the Agreement in the Customer's approved 2013-2014 fiscal year budget. If the Customer does not include such appropriation in the Customer's approved 2013-2014 fiscal year budget or in any subsequent approved fiscal year budget covering a Renewal Term, this Agreement shall immediately terminate and shall be null and void for all purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

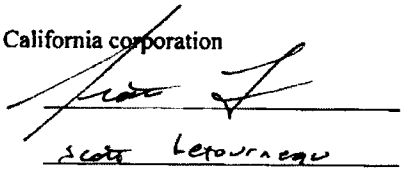
Customer

Signature: 

Print Name: **John A. Titkanich, Jr.**

Title: **City Manager**

GovernmentJobs.com, Inc., a California corporation

Signature: 

Print Name: Scott Lefourneau

Title: pres.

Date: 12/10/13

EXHIBIT A – ORDER FORM

Customer:	**Bill To:**
NAME: City of Cocoa, FL	Attention To: Tammy Gemmati Phone: 321-433-8665 Email: tgemmati@cocoafl.org

Quote Date:	12/3/2013	**Revision:**	1
Valid From:	12/3/2013		
Valid To:	12/31/2013	**Order Number:**	
Requested Service Date:	TBD	**Initial Term:**	12 Months

Order Summary

Line	Description[1]	Annual Recurring Cost	Non-Recurring Cost
1.0	**NEOGOV Insight**		
1.1	Annual License	~~$7,252.00 original~~ $4,950.00 if signed by 12/31/2013	
1.2	Provisioning		$2,500.00
1.3	Training		$2,500.00
1.4	Facebook Integration	$500.00	
1.5	Governmentjobs.com Subscription (12 months)	~~$1,500.00 original~~ **Waived for 1 year.** If subscription is renewed it will be $800.00 per year and beyond	
	Order Total:		**$10,450.00**

[1]More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

1.0 NEOGOV Insight (IE)

1.1 Annual License Subscription

Subscription to NEOGOV's Applicant Tracking Software Insight (IE)

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM
* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Applicant Tracking implementation.

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish a Customer-specific training environment that will be used during training and post-training to allow the Customer to learn the system.

1.3 Training

NEOGOV will conduct on line instructor led training. NEOGOV will provide all required user exercises and user guides to the Customer.

Additionally you have full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Perform in a safe environment, promoting system use and leading to a more successful rollout.

Order Form

NEOGOV™

Order Form Terms and Conditions:7

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PERSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the annual license price is to be paid to NEOGOV by December 31, 2013.

Software Implementation for NEOGOV Performance Evaluation Software

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV by December 31, 2013.

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

Customer		**NEOGOV, Inc.**	
Signature:		Signature:	
Print Name:	John A. Titkanich, Jr	Print Name:	Scott Leroscamp II
Title:	City Manager	Title:	PCES
Date:	12/10/2013	Date:	12/10/13

Legislation Details (With Text)

File #:	17-526	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	11/29/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Approve Participating in a Cooperative Purchasing Multi-Year Contract thru the School Board of Brevard County, for the purchasing of petroleum products utilizing contract number ITB 18-B-021-NC: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida for three years starting on November 21,2017 with the option to renew annually for up to one additional two-year period and approve an fiscal Inventory Blanket Purchase Order to Glover Oil Company for Inventoried fuel purchases throughout the duration of the Contract term. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ITB 18-B-021-NC Bid Diesel, Gasoline & Fuel Oils Tab Sheet Pending Board....pdf ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils - Board Approved.pdf ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils Web Packet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 28, 2017
Agenda Date: December 12, 2017
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif P.E., Public Works Director
Requested Action:
Approve Participating in a Cooperative Purchasing Multi-Year Contract thru the School Board of Brevard County, for the purchasing of petroleum products utilizing contract number ITB 18-B-021-NC: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida for three years starting on November 21,2017 with the option to renew annually for up to one additional two-year period and approve an fiscal Inventory Blanket Purchase Order to Glover Oil Company for Inventoried fuel purchases throughout the duration of the Contract term

BACKGROUND:

On November 21, 2017 the School Board of Brevard County voted to award Glover Oil Company ITB contract #18-B-021-NC through an open bidding process, item (s) noted and highlighted on the attached tabulation. The contract is for Three (3) years beginning on November 21, 2017 with one (1) two-year extension option

The fuel contract pricing is based on the daily OPIS (Oil Price Information Service) through the awarded vender Glover Oil Company of Melbourne Florida.

This contract would be used to purchase inventoried and non-inventoried gasoline, diesel & fuel oils for the City of Cocoa Vehicles, Equipment, Generators and Pumps for the City of Cocoa Departments / Divisions in General, Water/Sewer and Storm Water Funds.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

DEPART #	DEPARTMENT NAME	ACCOUNT NUMBERS	FUEL & OIL	BUDGET
1101	INFORMATION TECHNOLOGY	001-1103-516	5230	$422.00
1600	GENERAL FUND OPERATION	001-1600-513.	5230	$639.00
2100	COCOA POLICE OPERS.	001-2100-521.	5230	$123,241.00
2100	COCOA POLICE CODE ENF.	001-2132.524	5230	$2,940.00
2200	FIRE ADMIN.	001-2200-522.	5230	$2,812.00
2201	FIRE OPERATIONS	001-2201-522.	5230	$30,079.00
3200	COMMUNITY SERVICES	001-3200-515.	5230	$2,000.00
3500	PUBLIC WORKS ADMIN.	001-3500-519.	5230	$804.00
3510	PUBLIC WORKS STREETS	001-3510-541.	5230	$11,437.00
3520	PUBLIC WORKS GROUNDS	001-3520-572.	5230	$28,100.00
3540	FLEET MAINTENANCE	001-3540-519.	5230	$2,308.00
3560	FACILITIES MAINTENANCE	001-3560-519.	5230	$16,600.00
3580	CAPITAL PROJECTS	001-3580-519.	5230	$600.00
1515	FIELD SERVICES	421-1515-536.	5230	$51,891.00
4010	WATER / SEWER ADMIN & LAB	421-4010-536.	5230	$3,959.00
4020	DYAL PLANT	421-4020-536	5230	$92,198.00
4025	WATER TRANS. DIS.	421-4025-536.	5230	$94,751.00
4055	UTILITIES ENGINEERING	421-4055-536.	5230	$6,486.00
4120	SELLERS	421-4120-536.	5230	$18,500.00

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4125	WFO SEWER MAINT.	421-4125-536.	5230	$23,970.00
3570	STORM WATER	423-3570-538.	5230	$22,964.00
	FUEL / OIL INVENTORY	**001-0000-141.**		

Item Description	Item / Part Number
Regular Unleaded Gasoline 87	405-115-00001
ULS Diesel	405-009-00001
Prem Non-Ethanol Gasoline 92	405-115-00004

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

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

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TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.		Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
Completed ITB Cover Page		Yes			
FL Dept. of State Division of Corporations Number		No			
Completed Bid Submittal Form		Yes			
Addendas		Yes			
Completed Attachement A - Pricing Sheet		Yes			
Drug Free Certification		Yes			
Debarment Certification		Yes			
Emergency/Storm Related Catastrophe Form		Yes			
Conflict of Interest Form		Yes			
References Form		Yes			
Certified Business Program Reciprocity Affidavit		Yes			
Non-Disclosure for Confidential Materials		N/A			
Bidder's Statement of Principal Place of Business		No			
Litigations/Bankruptcy		N/A			
Local Business Tax Receipts		Yes			
Current W-9		Yes			
Proof of Insurance		Yes			
Contact Information		Yes			
ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
Lot 1					
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	$0.0000	$2.1213	$2.1213	$7,447.88
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	$0.0795	$2.1213	$2.2008	$7,724.80
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	$0.0795	$2.1213	$2.2008	$7,724.80
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	$0.0000	$1.8241	$1.8320	$1,824.10
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	$0.0395	$1.8241	$1.8636	$1,863.60
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	$0.0395	$1.8241	$1.8636	$1,863.60

Recommended Award Key: Columns highlighted in yellow identify the recommended award.
All other bidders did not meet the definition of responsive and responsible for this bid as outlined in Section 2.11

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0195	$1.6538	$1.6740	$3,447,129.25
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.6538	$1.7633	$3,631,017.33
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	$0.1295	$1.6538	$1.7833	$3,672,201.67
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	$0.0399	$2.2189	$2.2588	$2,258.80
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	$0.1199	$2.2189	$2.3388	$2,338.80
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	$0.1199	$2.2189	$2.3388	$2,338.80
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$10,785,733.43**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0195	$1.7224	$1.7420	$213,525.58
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7224	$1.8319	$224,557.96
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	$0.1295	$1.7224	$1.8519	$227,009.60
				Subtotal:	**$665,093.14**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0195	$1.7204	$1.7399	$2,044,817.47
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7204	$1.8299	$2,150,589.97
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	$0.1295	$1.7204	$1.8499	$2,174,094.97
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0125	$1.7204	$1.7329	$2,036,590.72
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1000	$1.7204	$1.8204	$2,139,425.10
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	$0.1100	$1.7204	$1.8304	$2,151,117.60
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	$0.0155	$1.7204	$1.7359	$510,028.25
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1050	$1.7204	$1.8254	$536,324.42
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	$0.1150	$1.7204	$1.8354	$539,262.54
				Subtotal (Total of Extended Prices for 6,7,8):	**$14,282,251.04**

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0195	$1.7224	$1.7419	$26,128.50
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7224	$1.8319	$27,478.50
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	$0.1295	$1.7224	$1.8519	$27,778.50
				Subtotal:	**$81,385.50**
	Lot 5				
10	K1 Dyed Kerosene	$0.4999	$2.8197	$3.3196	$3,319.60
				Subtotal:	**$3,319.60**
11	Wet Hose Fueling	$0.2199			
12	Off Road Wet Hose Fueling	$0.3999			
13	Percentage Mark Up For Purchases Made with Purchasing Card	0.025%			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	$25.00			
15	Brand Names of Fuels	Marathon			
		Sunoco			
		Valero			
		Vitol			

TABSHEET **ITB 18-B-021-NC** **Diesel, Gasoline & Fuel Oils** **October 12, 2017, 2:00 PM** Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II **This is the tabsheet showing award recommendation pending approval.**					**Mansfield Oil Company of Gainesville, Inc.** **1025 Airport Parkway, SW** **Gainesville, GA 30501-6813** **David Zarfoss** **mocbids@mansfieldoil.com** **Phone: 1-800-255-6699** **Fax: 1-678-450-2242**
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
Completed ITB Cover Page					Yes
FL Dept. of State Division of Corporations Number					846977
Completed Bid Submittal Form					Yes
Addendas					Yes
Completed Attachement A - Pricing Sheet					Yes
Drug Free Certification					Yes
Debarment Certification					N/A
Emergency/Storm Related Catastrophe Form					Yes
Conflict of Interest Form					Yes (No Seal)
References Form					Yes
Certified Business Program Reciprocity Affidavit					N/A
Non-Disclosure for Confidential Materials					N/A
Bidder's Statement of Principal Place of Business					Yes
Litigations/Bankruptcy					N/A
Local Business Tax Receipts					Yes
Current W-9					Yes
Proof of Insurance					Yes
Contact Information					Yes
ITEM NO.	**DESCRIPTION**	**MARKUP/DISCOUNT PER GALLOON**	**DAILY OPIS 8/25/2017**	**NET PRICE (OPIS +/- MARKUP OR DISCOUNT)**	**EXTENDED PRICE (QTY x NET PRICE)**
Lot 1					
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	-$0.0372	$2.1213	$2.0841	$7,315.19
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501-6813
David Zarfoss
mocbids@mansfieldoil.com
Phone: 1-800-255-6699
Fax: 1-678-450-2242

	Date Solicited: Friday, August 25, 2017
	Date Opened: Thursday, October 12, 2017
	# Solicitated: 120
	# Planholders: 21

2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	$0.0079	$1.8241	$1.8320	$1,832.00
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0203	$1.6538	$1.6741	$3,447,335.18
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	No Bid	No Bid	No Bid	No Bid
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$3,456,482.37**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0234	$1.7224	$1.7458	$214,003.66
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**$214,003.66**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0159	$1.7204	$1.7363	$2,040,586.58
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501-6813
David Zarfoss
mocbids@mansfieldoil.com
Phone: 1-800-255-6699
Fax: 1-678-450-2242

	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0093	$1.7204	$1.7297	$2,032,829.93
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	$0.0175	$1.7204	$1.7379	$510,615.87
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal (Total of Extended Prices for 6,7,8):	**$4,584,032.38**
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0234	$1.7224	$1.7458	$26,187.00
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**$26,187.00**
	Lot 5				
10	K1 Dyed Kerosene	No Bid	No Bid	No Bid	No Bid
				Subtotal:	No Bid
11	Wet Hose Fueling	No Bid			
12	Off Road Wet Hose Fueling	No Bid			
13	Percentage Mark Up For Purchases Made with Purchasing Card	No Bid			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	No Bid			
15	Brand Names of Fuels	BP			
		EXXON			
		Various			

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804
Linda Stephens
gnewton@petroleumtraders.com
Phone: 1-800-348-3705 Option 4
Fax: 1-260-203-3820

	Date Solicited: Friday, August 25, 2017
	Date Opened: Thursday, October 12, 2017
	# Solicitated: 120
	# Planholders: 21

Completed ITB Cover Page	Yes
FL Dept. of State Division of Corporations Number	N/A
Completed Bid Submittal Form	Yes
Addendas	Yes
Completed Attachement A - Pricing Sheet	Yes
Drug Free Certification	Yes
Debarment Certification	Yes
Emergency/Storm Related Catastrophe Form	Yes
Conflict of Interest Form	Yes
References Form	Yes
Certified Business Program Reciprocity Affidavit	N/A
Non-Disclosure for Confidential Materials	Yes
Bidder's Statement of Principal Place of Business	Yes
Litigations/Bankruptcy	N/A
Local Business Tax Receipts	N/A
Current W-9	Yes
Proof of Insurance	Yes
Contact Information	Yes

ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
	Lot 1				
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	-$0.0509	$2.1279	$2.0770	$7,292.35
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$2.1279	$2.2454	$7,881.35
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	$0.1375	$2.1279	$2.2654	$7,951.55

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804 Linda Stephens gnewton@petroleumtraders.com Phone: 1-800-348-3705 Option 4 Fax: 1-260-203-3820			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	-$0.0059	$1.8308	$1.8320	$1,824.90
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.8308	$1.9483	$1,948.30
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	$0.1375	$1.8308	$1.9683	$1,968.30
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0116	$1.6604	$1.6720	$3,443,010.82
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.6604	$1.7779	$3,661,081.90
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	$0.1375	$1.6604	$1.7979	$3,702,266.24
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	$0.0466	$2.2191	$2.2657	$2,265.70
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$2.2191	$2.3366	$2,336.60
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	$0.1375	$2.2191	$2.3566	$2,356.60
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$10,842,184.63**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0171	$1.7244	$1.7415	$213,476.55
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7244	$1.8419	$225,783.79
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	$0.1375	$1.7244	$1.8619	$228,235.43
				Subtotal:	**$667,495.76**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0161	$1.7219	$1.7380	$2,042,584.50
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7219	$1.8394	$2,161,754.85
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	$0.1375	$1.7219	$1.8594	$2,185,259.85
7A	Bio Diesel, B-20 - Transport Tanker Delivery	-$0.0259	$1.7219	$1.6960	$1,993,224.00

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804
Linda Stephens
gnewton@petroleumtraders.com
Phone: 1-800-348-3705 Option 4
Fax: 1-260-203-3820

	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7219	$1.8394	$2,161,754.85
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	$0.1375	$1.7219	$1.8594	$2,185,259.85
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	-$0.0054	$1.7135	$1.7081	$501,860.28
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7135	$1.8310	$537,969.77
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	$0.1375	$1.7135	$1.8510	$543,846.01
				Subtotal (Total of Extended Prices for 6,7,8):	**$14,313,513.96**
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0171	$1.7244	$1.7415	$26,122.50
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7244	$1.8419	$27,628.50
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	$0.1375	$1.7244	$1.8619	$27,928.50
				Subtotal:	**$81,679.50**
	Lot 5				
10	K1 Dyed Kerosene	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**No Bid**
11	Wet Hose Fueling	$0.2779	**Note Regarding Emergency Planning Storage Tank Cost:** Varies depending on size of tank and can be mutually agreed upon at time of need.		
12	Off Road Wet Hose Fueling	$0.4599			
13	Percentage Mark Up For Purchases Made with Purchasing Card	4.50%			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	See Side Note			
15	Brand Names of Fuels	Flint Hills	Truman Arnold		
		Gulf Oil	Us Oil		
		Huguneot	Vitol		
		TransMontaigne			

BOARD

NOV 2 1 2017

APPROVED

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – November 21, 2017

PURCHASING SOLICITATION

ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils
Brevard County Public Entity Purchasing Cooperative Bid

☒ **(ITB)** Invitation To Bid	☐ **(ITN)** Invitation To Negotiate	☐ **(PB)** Piggyback
☐ **(RFP)** Request For Proposal	☐ **(RFQ)** Request For Qualifications	☐ **(SC)** State Contract
☐ **(SS)** Sole Source		

REQUESTOR: Purchasing Services

Legal Review: ☐ **Yes** ☒ **No**

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Glover Oil Company, Inc.	$1,700,000.00 annually	Diesel, Gasoline, and Fuel Oils
Total	$1,700,000.00 annually	

☐ **Contract Renewal**	**New Contract Amount**	$1,700,000.00
☐ **Recurring Contract**	**Previous Contract Amount**	Variable
☒ **New Contract**	**Variance**	$0.00

PRICE INCREASE / DECREASE EXPLANATION: New Bid was solicited and the low bid came in lower annually than last year.

DISCUSSION:
This solicitation represents cooperative procurement for the Brevard County Public Entity Purchasing Cooperative (Cooperative), in which the School Board of Brevard County is the lead agency. Local governmental entities within the Brevard County area, currently consisting of approximately 8 members, have entered into an Interlocal Agreement to create a cooperative purchasing group within our geographical area. The Cooperative was formed in an effort to develop collaborative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products, and lower administrative costs. Only members of the Cooperative are permitted to utilize this solicitation. The purpose of this invitation to bid is to provide firm markups/discounts per gallon for various fuels based on the Oil Price Information Services (OPIS) average daily price index for the Transportation Department and other agencies that are members for the Cooperative.

CONTRACT TERM:
The initial contract term shall commence November 22, 2017 and continue until November 21, 2020 with a one (1) two (2) year renewal period.

RECOMMENDATION:
It is the recommendation of Dr. Mark W. Mullins, Deputy Superintendent/Chief Operating, Arby Creach, Director of Transportation Services, and Randy Wheeler, Assistant Director of Transportation Services, and staff, to award the lowest responsive and responsible bidder as identified above and highlighted on the attached tabulation sheet. Request authority for the Director of Purchasing and Warehouse Services to renew the contract for one (1) additional two (2) year period. Contract renewal shall be contingent upon the Director of Transportation's request for continuance of services and annual contract review.

AUTHORITY FOR ACTION:
Florida Administrative Code 6A-1.012 (9)

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.		Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309
	Date Solicited: Friday, August 25, 2017	
	Date Opened: Thursday, October 12, 2017	
	# Solicitated: 120	
	# Planholders: 21	

Completed ITB Cover Page	Yes
FL Dept. of State Division of Corporations Number	No
Completed Bid Submittal Form	Yes
Addendas	Yes
Completed Attachement A - Pricing Sheet	Yes
Drug Free Certification	Yes
Debarment Certification	Yes
Emergency/Storm Related Catastrophe Form	Yes
Conflict of Interest Form	Yes
References Form	Yes
Certified Business Program Reciprocity Affidavit	Yes
Non-Disclosure for Confidential Materials	N/A
Bidder's Statement of Principal Place of Business	No
Litigations/Bankruptcy	N/A
Local Business Tax Receipts	Yes
Current W-9	Yes
Proof of Insurance	Yes
Contact Information	Yes

ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
	Lot 1				
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	$0.0000	$2.1213	$2.1213	$7,447.88
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	$0.0795	$2.1213	$2.2008	$7,724.80
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	$0.0795	$2.1213	$2.2008	$7,724.80
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	$0.0000	$1.8241	$1.8320	$1,824.10
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	$0.0395	$1.8241	$1.8636	$1,863.60
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	$0.0395	$1.8241	$1.8636	$1,863.60

Recommended Award Key: Columns highlighted in yellow identify the recommended award.
All other bidders did not meet the definition of responsive and responsible for this bid as outlined in Section 2.11

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.				
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0195	$1.6538	$1.6740	$3,447,129.25
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.6538	$1.7633	$3,631,017.33
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	$0.1295	$1.6538	$1.7833	$3,672,201.67
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	$0.0399	$2.2189	$2.2588	$2,258.80
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	$0.1199	$2.2189	$2.3388	$2,338.80
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	$0.1199	$2.2189	$2.3388	$2,338.80
				Subtotal (Total of Extended Prices for 1,2,3,4):	$10,785,733.43
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0195	$1.7224	$1.7420	$213,525.58
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7224	$1.8319	$224,557.96
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	$0.1295	$1.7224	$1.8519	$227,009.60
				Subtotal:	$665,093.14
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0195	$1.7204	$1.7399	$2,044,817.47
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7204	$1.8299	$2,150,589.97
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	$0.1295	$1.7204	$1.8499	$2,174,094.97
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0125	$1.7204	$1.7329	$2,036,590.72
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1000	$1.7204	$1.8204	$2,139,425.10
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	$0.1100	$1.7204	$1.8304	$2,151,117.60
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	$0.0155	$1.7204	$1.7359	$510,028.25
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1050	$1.7204	$1.8254	$536,324.42
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	$0.1150	$1.7204	$1.8354	$539,262.54
				Subtotal (Total of Extended Prices for 6,7,8):	$14,282,251.04

Glover Oil Company Inc.
3109 S. Main Street
Melbourne, FL 32901
Ken Marshall
ken@gloveroil.com
Phone: 321-723-3953
Fax: 321-727-2309

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.			Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309		
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0195	$1.7224	$1.7419	$26,128.50
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7224	$1.8319	$27,478.50
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	$0.1295	$1.7224	$1.8519	$27,778.50
				Subtotal:	$81,385.50
	Lot 5				
10	K1 Dyed Kerosene	$0.4999	$2.8197	$3.3196	$3,319.60
				Subtotal:	$3,319.60
11	Wet Hose Fueling	$0.2199			
12	Off Road Wet Hose Fueling	$0.3999			
13	Percentage Mark Up For Purchases Made with Purchasing Card	0.025%			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	$25.00			
15	Brand Names of Fuels	Marathon			
		Sunoco			
		Valero			
		Vitol			

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Mansfield Oil Company of Gainesville, Inc. 1025 Airport Parkway, SW Gainesville, GA 30501-6813 David Zarfoss mocbids@mansfieldoil.com Phone: 1-800-255-6699 Fax: 1-678-450-2242
Date Solicited: Friday, August 25, 2017	
Date Opened: Thursday, October 12, 2017	
# Solicitated: 120	
# Planholders: 21	

Completed ITB Cover Page	Yes
FL Dept. of State Division of Corporations Number	846977
Completed Bid Submittal Form	Yes
Addendas	Yes
Completed Attachement A - Pricing Sheet	Yes
Drug Free Certification	Yes
Deparment Certification	N/A
Emergency/Storm Related Catastrophe Form	Yes
Conflict of Interest Form	Yes (No Seal)
References Form	Yes
Certified Business Program Reciprocity Affidavit	N/A
Non-Disclosure for Confidential Materials	N/A
Bidder's Statement of Principal Place of Business	Yes
Litigations/Bankruptcy	N/A
Local Business Tax Receipts	Yes
Current W-9	Yes
Proof of Insurance	Yes
Contact Information	Yes

ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
Lot 1					
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	-$0.0872	$2.1213	$2.0841	$7,315.19
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Mansfield Oil Company of Gainesville, Inc. 1025 Airport Parkway, SW Gainesville, GA 30501-6813 David Zarfoss mocbids@mansfieldoil.com Phone: 1-800-255-6699 Fax: 1-678-450-2242			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	$0.0079	$1.8241	$1.8320	$1,832.00
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0203	$1.6538	$1.6741	$3,447,335.18
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	No Bid	No Bid	No Bid	No Bid
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal (Total of Extended Prices for 1,2,3,4):	$3,456,482.37
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0234	$1.7224	$1.7458	$214,003.66
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal:	$214,003.66
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0159	$1.7204	$1.7363	$2,040,586.58
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501-6813
David Zarfoss
mocbids@mansfieldoil.com
Phone: 1-800-255-6699
Fax: 1-678-450-2242

	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0093	$1.7204	$1.7297	$2,032,829.93
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	$0.0175	$1.7204	$1.7379	$510,615.87
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal (Total of Extended Prices for 6,7,8):	**$4,584,032.38**
		Lot 4			
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0234	$1.7224	$1.7458	$26,187.00
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**$26,187.00**
		Lot 5			
10	K1 Dyed Kerosene	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**No Bid**
11	Wet Hose Fueling	No Bid			
12	Off Road Wet Hose Fueling	No Bid			
13	Percentage Mark Up For Purchases Made with Purchasing Card	No Bid			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	No Bid			
15	Brand Names of Fuels	BP			
		EXXON			
		Various			

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804 Linda Stephens gnewton@petroleumtraders.com Phone: 1-800-348-3705 Option 4 Fax: 1-260-203-3820
Date Solicited: Friday, August 25, 2017	
Date Opened: Thursday, October 12, 2017	
# Solicitated: 120	
# Planholders: 21	

Completed ITB Cover Page	Yes
FL Dept of State Division of Corporations Number	N/A
Completed Bid Submittal Form	Yes
Addendas	Yes
Completed Attachement A - Pricing Sheet	Yes
Drug Free Certification	Yes
Debarment Certification	Yes
Emergency/Storm Related Catastrophe Form	Yes
Conflict of Interest Form	Yes
References Form	Yes
Certified Business Program Reciprocity Affidavit	N/A
Non-Disclosure for Confidential Materials	Yes
Bidder's Statement of Principal Place of Business	Yes
Litigations/Bankruptcy	N/A
Local Business Tax Receipts	N/A
Current W-9	Yes
Proof of Insurance	Yes
Contact Information	Yes

ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
	Lot 1				
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	-$0.0509	$2.1279	$2.0770	$7,292.35
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$2.1279	$2.2454	$7,881.35
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	$0.1375	$2.1279	$2.2654	$7,951.55

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.		Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804 Linda Stephens gnewton@petroleumtraders.com Phone: 1-800-348-3705 Option 4 Fax: 1-260-203-3820			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	-$0.0059	$1.8308	$1.8320	$1,824.90
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.8308	$1.9483	$1,948.30
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	$0.1375	$1.8308	$1.9683	$1,968.30
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0116	$1.6604	$1.6720	$3,443,010.82
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.6604	$1.7779	$3,361,081.80
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	$0.1375	$1.6604	$1.7979	$3,702,255.24
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	$0.0466	$2.2191	$2.2657	$2,265.70
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$2.2191	$2.3366	$2,336.60
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	$0.1375	$2.2191	$2.3566	$2,356.60
				Subtotal (Total of Extended Prices for 1,2,3,4):	$10,842,184.63
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0171	$1.7244	$1.7415	$213,476.55
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7244	$1.8419	$225,783.79
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	$0.1375	$1.7244	$1.8619	$228,235.43
				Subtotal:	$667,495.76
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0161	$1.7219	$1.7380	$2,042,584.50
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7219	$1.8394	$2,161,754.85
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	$0.1375	$1.7219	$1.8594	$2,185,259.85
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0259	$1.7219	$1.6960	$1,993,224.00

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804
Linda Stephens
gnewton@petroleumtraders.com
Phone: 1-800-348-3705 Option 4
Fax: 1-260-203-3820

	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7219	$1.8394	$2,161,754.85
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	$0.1375	$1.7219	$1.8594	$2,185,259.85
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	-$0.0054	$1.7135	$1.7081	$501,960.28
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7135	$1.8310	$537,969.77
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	$0.1375	$1.7135	$1.8510	$543,846.01
				Subtotal (Total of Extended Prices for 6,7,8):	$14,313,513.96
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0171	$1.7244	$1.7415	$26,122.50
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7244	$1.8419	$27,628.50
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	$0.1375	$1.7244	$1.8619	$27,928.50
				Subtotal:	$81,679.50
	Lot 5				
10	K1 Dyed Kerosene	No Bid	No Bid	No Bid	No Bid
				Subtotal:	No Bid
11	Wet Hose Fueling	$0.2779	**Note Regarding Emergency Planning Storage Tank Cost:** Varies depending on size of tank and can be mutually agreed upon at time of need.		
12	Off Road Wet Hose Fueling	$0.4599			
13	Percentage Mark Up For Purchases Made with Purchasing Card	4.50%			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	See Side Note			
15	Brand Names of Fuels	Flint Hills	Truman Arnold		
		Gulf Oil	Us Oil		
		Huguneot	Vitol		
		TransMontaigne			

Brevard Public Schools
Cost/Benefit Analysis
For Fiscal Year 2016-2017

Date of Board Meeting to be Submitted: November 21, 2017

Proposed Purchase/Program/Project
Diesel, Gasoline & Fuel Oils - ITB 18-B-021-NC

Detailed Description of Proposed Purchase/Program/Project
This contract will allow the district to purchase diesel, gasoline and fuel oils at the lowest price possible.

Estimated Costs

Start-up Costs	Description	Cost
Purchase price	N/A	$0.00
Salaries/Benefits	N/A	$0.00
Transportation	N/A	$0.00
Supplies/Equipment	N/A	$0.00
Purchased Services	N/A	$0.00
Total Start-up Costs		$0.00

Annual Recurring Costs		
Salaries/Benefits	N/A	$0.00
Transportation	N/A	$1,700,000.00
Supplies/Equipment		$0.00
Purchased Services	N/A	$0.00
Total Annual Recurring Costs		$1,700,000.00

	Yes	No	
Will this purchase/program/project generate revenue?		X	If so, please estimate the amount of revenue to be provided annually.

	Annual Revenue
N/A	$0.00

	Yes	No	
Will this purchase/program/project generate cost savings?		X	If so, please estimate the amount of savings to be provided annually.

	Annual Savings
N/A	$0.00

Please provide a detailed description of the benefits that will be gained and how the proposed purchase/program/project aligns to the strategic plan.
This contract will allow the district to purchase diesel, gasoline and fuel oils at the lowest price possible. We need fuel to operate district vehicles which includes everything from school busses for transporting to students to staff vehicles.

How does the proposed purchase/program/project align with the District's strategic plan?
Proactively Monitor and Analyze District-Wide Resources to Inform Budget Allocations and/or Potential Adjustments

Return on Investment	
Start-up Costs	$0.00
Number years pay back	
Annual Revenue	$0.00
Cost Savings	$0.00
Less: Annual Recurring costs	$1,700,000.00
Net Annual Revenue	($1,700,000.00)
Pay Back Period	0.00 Years

Chief Financial Officer — Date: 10/30/17

Principal / Director — Date: 10.24.17

Cabinet Member — Date: 10/20/17

BOARD

NOV 2 1 2017

APPROVED

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – November 21, 2017

PURCHASING SOLICITATION

ITB 18-B-021-NC Diesel, Gasoline and Fuel Oils
Brevard County Public Entity Purchasing Cooperative Bid

☒ **(ITB)** Invitation To Bid	☐ **(ITN)** Invitation To Negotiate	☐ **(PB)** Piggyback
☐ **(RFP)** Request For Proposal	☐ **(RFQ)** Request For Qualifications	☐ **(SC)** State Contract
☐ **(SS)** Sole Source		

REQUESTOR: Purchasing Services

Legal Review: ☐ **Yes** ☒ **No**

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Glover Oil Company, Inc.	$1,700,000.00 annually	Diesel, Gasoline, and Fuel Oils
Total	$1,700,000.00 annually	

☐ **Contract Renewal**	**New Contract Amount**	$1,700,000.00
☐ **Recurring Contract**	**Previous Contract Amount**	Variable
☒ **New Contract**	**Variance**	$0.00

PRICE INCREASE / DECREASE EXPLANATION: New Bid was solicited and the low bid came in lower annually than last year.

DISCUSSION:
This solicitation represents cooperative procurement for the Brevard County Public Entity Purchasing Cooperative (Cooperative), in which the School Board of Brevard County is the lead agency. Local governmental entities within the Brevard County area, currently consisting of approximately 8 members, have entered into an Interlocal Agreement to create a cooperative purchasing group within our geographical area. The Cooperative was formed in an effort to develop collaborative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products, and lower administrative costs. Only members of the Cooperative are permitted to utilize this solicitation. The purpose of this invitation to bid is to provide firm markups/discounts per gallon for various fuels based on the Oil Price Information Services (OPIS) average daily price index for the Transportation Department and other agencies that are members for the Cooperative.

CONTRACT TERM:
The initial contract term shall commence November 22, 2017 and continue until November 21, 2020 with a one (1) two (2) year renewal period.

RECOMMENDATION:
It is the recommendation of Dr. Mark W. Mullins, Deputy Superintendent/Chief Operating, Arby Creach, Director of Transportation Services, and Randy Wheeler, Assistant Director of Transportation Services, and staff, to award the lowest responsive and responsible bidder as identified above and highlighted on the attached tabulation sheet. Request authority for the Director of Purchasing and Warehouse Services to renew the contract for one (1) additional two (2) year period. Contract renewal shall be contingent upon the Director of Transportation's request for continuance of services and annual contract review.

AUTHORITY FOR ACTION:
Florida Administrative Code 6A-1.012 (9)

TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.		Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
Completed ITB Cover Page		Yes			
FL Dept. of State Division of Corporations Number		No			
Completed Bid Submittal Form		Yes			
Addendas		Yes			
Completed Attachement A - Pricing Sheet		Yes			
Drug Free Certification		Yes			
Debarment Certification		Yes			
Emergency/Storm Related Catastrophe Form		Yes			
Conflict of Interest Form		Yes			
References Form		Yes			
Certified Business Program Reciprocity Affidavit		Yes			
Non-Disclosure for Confidential Materials		N/A			
Bidder's Statement of Principal Place of Business		No			
Litigations/Bankruptcy		N/A			
Local Business Tax Receipts		Yes			
Current W-9		Yes			
Proof of Insurance		Yes			
Contact Information		Yes			
ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
Lot 1					
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	$0.0000	$2.1213	$2.1213	$7,447.88
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	$0.0795	$2.1213	$2.2008	$7,724.80
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	$0.0795	$2.1213	$2.2008	$7,724.80
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	$0.0000	$1.8241	$1.8320	$1,824.10
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	$0.0395	$1.8241	$1.8636	$1,863.60
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	$0.0395	$1.8241	$1.8636	$1,863.60

Recommended Award Key: Columns highlighted in yellow identify the recommended award.
All other bidders did not meet the definition of responsive and responsible for this bid as outlined in Section 2.11

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0195	$1.6538	$1.6740	$3,447,129.25
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.6538	$1.7633	$3,631,017.33
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	$0.1295	$1.6538	$1.7833	$3,672,201.67
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	$0.0399	$2.2189	$2.2588	$2,258.80
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	$0.1199	$2.2189	$2.3388	$2,338.80
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	$0.1199	$2.2189	$2.3388	$2,338.80
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$10,785,733.43**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0195	$1.7224	$1.7420	$213,525.58
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7224	$1.8319	$224,557.96
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	$0.1295	$1.7224	$1.8519	$227,009.60
				Subtotal:	**$665,093.14**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0195	$1.7204	$1.7399	$2,044,817.47
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7204	$1.8299	$2,150,589.97
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	$0.1295	$1.7204	$1.8499	$2,174,094.97
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0125	$1.7204	$1.7329	$2,036,590.72
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1000	$1.7204	$1.8204	$2,139,425.10
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	$0.1100	$1.7204	$1.8304	$2,151,117.60
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	$0.0155	$1.7204	$1.7359	$510,028.25
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1050	$1.7204	$1.8254	$536,324.42
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	$0.1150	$1.7204	$1.8354	$539,262.54
				Subtotal (Total of Extended Prices for 6,7,8):	**$14,282,251.04**

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Glover Oil Company Inc. 3109 S. Main Street Melbourne, FL 32901 Ken Marshall ken@gloveroil.com Phone: 321-723-3953 Fax: 321-727-2309			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0195	$1.7224	$1.7419	$26,128.50
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	$0.1095	$1.7224	$1.8319	$27,478.50
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	$0.1295	$1.7224	$1.8519	$27,778.50
				Subtotal:	**$81,385.50**
	Lot 5				
10	K1 Dyed Kerosene	$0.4999	$2.8197	$3.3196	$3,319.60
				Subtotal:	**$3,319.60**
11	Wet Hose Fueling	$0.2199			
12	Off Road Wet Hose Fueling	$0.3999			
13	Percentage Mark Up For Purchases Made with Purchasing Card	0.025%			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	$25.00			
15	Brand Names of Fuels	Marathon			
		Sunoco			
		Valero			
		Vitol			

TABSHEET **ITB 18-B-021-NC** **Diesel, Gasoline & Fuel Oils** **October 12, 2017, 2:00 PM** Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II **This is the tabsheet showing award recommendation pending approval.**					**Mansfield Oil Company of Gainesville, Inc.** **1025 Airport Parkway, SW** **Gainesville, GA 30501-6813** **David Zarfoss** **mocbids@mansfieldoil.com** **Phone: 1-800-255-6699** **Fax: 1-678-450-2242**
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
Completed ITB Cover Page					Yes
FL Dept. of State Division of Corporations Number					846977
Completed Bid Submittal Form					Yes
Addendas					Yes
Completed Attachement A - Pricing Sheet					Yes
Drug Free Certification					Yes
Debarment Certification					N/A
Emergency/Storm Related Catastrophe Form					Yes
Conflict of Interest Form					Yes (No Seal)
References Form					Yes
Certified Business Program Reciprocity Affidavit					N/A
Non-Disclosure for Confidential Materials					N/A
Bidder's Statement of Principal Place of Business					Yes
Litigations/Bankruptcy					N/A
Local Business Tax Receipts					Yes
Current W-9					Yes
Proof of Insurance					Yes
Contact Information					Yes
ITEM NO.	**DESCRIPTION**	**MARKUP/DISCOUNT PER GALLOON**	**DAILY OPIS 8/25/2017**	**NET PRICE (OPIS +/- MARKUP OR DISCOUNT)**	**EXTENDED PRICE (QTY x NET PRICE)**
Lot 1					
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	-$0.0372	$2.1213	$2.0841	$7,315.19
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501-6813
David Zarfoss
mocbids@mansfieldoil.com
Phone: 1-800-255-6699
Fax: 1-678-450-2242

	Date Solicited: Friday, August 25, 2017
	Date Opened: Thursday, October 12, 2017
	# Solicitated: 120
	# Planholders: 21

2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	$0.0079	$1.8241	$1.8320	$1,832.00
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0203	$1.6538	$1.6741	$3,447,335.18
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	No Bid	No Bid	No Bid	No Bid
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$3,456,482.37**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0234	$1.7224	$1.7458	$214,003.66
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**$214,003.66**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0159	$1.7204	$1.7363	$2,040,586.58
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501-6813
David Zarfoss
mocbids@mansfieldoil.com
Phone: 1-800-255-6699
Fax: 1-678-450-2242

	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
7A	Bio Diesel, B-20 - Transport Tanker Delivery	$0.0093	$1.7204	$1.7297	$2,032,829.93
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	$0.0175	$1.7204	$1.7379	$510,615.87
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal (Total of Extended Prices for 6,7,8):	**$4,584,032.38**
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0234	$1.7224	$1.7458	$26,187.00
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	No Bid	No Bid	No Bid	No Bid
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**$26,187.00**
	Lot 5				
10	K1 Dyed Kerosene	No Bid	No Bid	No Bid	No Bid
				Subtotal:	No Bid
11	Wet Hose Fueling	No Bid			
12	Off Road Wet Hose Fueling	No Bid			
13	Percentage Mark Up For Purchases Made with Purchasing Card	No Bid			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	No Bid			
15	Brand Names of Fuels	BP			
		EXXON			
		Various			

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804
Linda Stephens
gnewton@petroleumtraders.com
Phone: 1-800-348-3705 Option 4
Fax: 1-260-203-3820

	Date Solicited: Friday, August 25, 2017
	Date Opened: Thursday, October 12, 2017
	# Solicitated: 120
	# Planholders: 21

Completed ITB Cover Page	Yes
FL Dept. of State Division of Corporations Number	N/A
Completed Bid Submittal Form	Yes
Addendas	Yes
Completed Attachement A - Pricing Sheet	Yes
Drug Free Certification	Yes
Debarment Certification	Yes
Emergency/Storm Related Catastrophe Form	Yes
Conflict of Interest Form	Yes
References Form	Yes
Certified Business Program Reciprocity Affidavit	N/A
Non-Disclosure for Confidential Materials	Yes
Bidder's Statement of Principal Place of Business	Yes
Litigations/Bankruptcy	N/A
Local Business Tax Receipts	N/A
Current W-9	Yes
Proof of Insurance	Yes
Contact Information	Yes

ITEM NO.	DESCRIPTION	MARKUP/DISCOUNT PER GALLOON	DAILY OPIS 8/25/2017	NET PRICE (OPIS +/- MARKUP OR DISCOUNT)	EXTENDED PRICE (QTY x NET PRICE)
	Lot 1				
1A	Gasoline, Premium Unleaded 93 Transport Tanker Delivery	-$0.0509	$2.1279	$2.0770	$7,292.35
1B	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$2.1279	$2.2454	$7,881.35
1C	Gasoline, Premium Unleaded 93 Tank Wagon Delivery - No Minimum	$0.1375	$2.1279	$2.2654	$7,951.55

	TABSHEET ITB 18-B-021-NC Diesel, Gasoline & Fuel Oils October 12, 2017, 2:00 PM Opened By: Nick Canjar, Buyer II Witnessed By: Sean Hynes, Buyer II This is the tabsheet showing award recommendation pending approval.	Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804 Linda Stephens gnewton@petroleumtraders.com Phone: 1-800-348-3705 Option 4 Fax: 1-260-203-3820			
	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
2A	Gasoline, Mid-Grade Unleaded 89 Transport Tanker Delivery	-$0.0059	$1.8308	$1.8320	$1,824.90
2B	Gasoline, Mid-Grade Unleaded 89 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.8308	$1.9483	$1,948.30
2C	Gasoline, Premium Unleaded 89 Tank Wagon Delivery - No Minimum	$0.1375	$1.8308	$1.9683	$1,968.30
3A	Gasoline, Regular Unleaded 87 Transport Tanker Delivery	$0.0116	$1.6604	$1.6720	$3,443,010.82
3B	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.6604	$1.7779	$3,661,081.90
3C	Gasoline, Regular Unleaded 87 Tank Wagon Delivery - No Minimum	$0.1375	$1.6604	$1.7979	$3,702,266.24
4A	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Transport Tanker Delivery	$0.0466	$2.2191	$2.2657	$2,265.70
4B	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$2.2191	$2.3366	$2,336.60
4C	Gasoline, Premium Unleaded 93 Octane Non-Ethanol - Tank Wagon Delivery - No Minimum	$0.1375	$2.2191	$2.3566	$2,356.60
				Subtotal (Total of Extended Prices for 1,2,3,4):	**$10,842,184.63**
	Lot 2				
5A	Diesel #2, Ultra Low Sulfur-Red Dye - Transport Tanker Delivery	$0.0171	$1.7244	$1.7415	$213,476.55
5B	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7244	$1.8419	$225,783.79
5C	Diesel #2, Ultra Low Sulfur-Red Dye - Tank Wagon Delivery - No Minimum	$0.1375	$1.7244	$1.8619	$228,235.43
				Subtotal:	**$667,495.76**
	Lot 3				
6A	Diesel #2, Ultra Low Sulfur - Transport Tanker Delivery	$0.0161	$1.7219	$1.7380	$2,042,584.50
6B	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7219	$1.8394	$2,161,754.85
6C	Diesel #2, Ultra Low Sulfur - Tank Wagon Delivery - No Minimum	$0.1375	$1.7219	$1.8594	$2,185,259.85
7A	Bio Diesel, B-20 - Transport Tanker Delivery	-$0.0259	$1.7219	$1.6960	$1,993,224.00

TABSHEET
ITB 18-B-021-NC
Diesel, Gasoline & Fuel Oils
October 12, 2017, 2:00 PM
Opened By: Nick Canjar, Buyer II
Witnessed By: Sean Hynes, Buyer II
This is the tabsheet showing award recommendation pending approval.

Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804
Linda Stephens
gnewton@petroleumtraders.com
Phone: 1-800-348-3705 Option 4
Fax: 1-260-203-3820

	Date Solicited: Friday, August 25, 2017				
	Date Opened: Thursday, October 12, 2017				
	# Solicitated: 120				
	# Planholders: 21				
7B	Biodiesel, B-20 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7219	$1.8394	$2,161,754.85
7C	Biodiesel, B-20 Blend - Tank Wagon Delivery - No Minimum	$0.1375	$1.7219	$1.8594	$2,185,259.85
8A	Biodiesel, B-5 Blend - Transport Tanker Delivery	-$0.0054	$1.7135	$1.7081	$501,860.28
8B	Biodiesel, B-5 Blend - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7135	$1.8310	$537,969.77
8C	Biodiesel, B-5 Blend - Tank Wagon Delivery - No Minimum	$0.1375	$1.7135	$1.8510	$543,846.01
				Subtotal (Total of Extended Prices for 6,7,8):	**$14,313,513.96**
	Lot 4				
9A	Diesel #2, Fuel Oils - Transport Tanker Delivery	$0.0171	$1.7244	$1.7415	$26,122.50
9B	Diesel #2, Fuel Oils - Tank Wagon Delivery - 500 Gallon Minimum	$0.1175	$1.7244	$1.8419	$27,628.50
9C	Diesel #2, Fuel Oils - Tank Wagon Delivery - No Minimum	$0.1375	$1.7244	$1.8619	$27,928.50
				Subtotal:	**$81,679.50**
	Lot 5				
10	K1 Dyed Kerosene	No Bid	No Bid	No Bid	No Bid
				Subtotal:	**No Bid**
11	Wet Hose Fueling	$0.2779	**Note Regarding Emergency Planning Storage Tank Cost:** Varies depending on size of tank and can be mutually agreed upon at time of need.		
12	Off Road Wet Hose Fueling	$0.4599			
13	Percentage Mark Up For Purchases Made with Purchasing Card	4.50%			
14	Emergency Planning - Daily Cost of Portable Storage Tank (each)	See Side Note			
15	Brand Names of Fuels	Flint Hills	Truman Arnold		
		Gulf Oil	Us Oil		
		Huguneot	Vitol		
		TransMontaigne			

Brevard Public Schools
Cost/Benefit Analysis
For Fiscal Year 2016-2017

Date of Board Meeting to be Submitted: November 21, 2017

Proposed Purchase/Program/Project
Diesel, Gasoline & Fuel Oils - ITB 18-B-021-NC

Detailed Description of Proposed Purchase/Program/Project
This contract will allow the district to purchase diesel, gasoline and fuel oils at the lowest price possible.

Estimated Costs

Start-up Costs	Description	Cost
Purchase price	N/A	$0.00
Salaries/Benefits	N/A	$0.00
Transportation	N/A	$0.00
Supplies/Equipment	N/A	$0.00
Purchased Services	N/A	$0.00
Total Start-up Costs		$0.00

Annual Recurring Costs		
Salaries/Benefits	N/A	$0.00
Transportation	N/A	$1,700,000.00
Supplies/Equipment		$0.00
Purchased Services	N/A	$0.00
Total Annual Recurring Costs		$1,700,000.00

	Yes	No	
Will this purchase/program/project generate revenue?		X	If so, please estimate the amount of revenue to be provided annually.

	Annual Revenue
N/A	$0.00

	Yes	No	
Will this purchase/program/project generate cost savings?		X	If so, please estimate the amount of savings to be provided annually.

	Annual Savings
N/A	$0.00

Please provide a detailed description of the benefits that will be gained and how the proposed purchase/program/project aligns to the strategic plan.
This contract will allow the district to purchase diesel, gasoline and fuel oils at the lowest price possible. We need fuel to operate district vehicles which includes everything from school busses for transporting to students to staff vehicles.

How does the proposed purchase/program/project align with the District's strategic plan?
Proactively Monitor and Analyze District-Wide Resources to Inform Budget Allocations and/or Potential Adjustments

Return on Investment	
Start-up Costs	$0.00
Number years pay back	
Annual Revenue	$0.00
Cost Savings	$0.00
Less: Annual Recurring costs	$1,700,000.00
Net Annual Revenue	($1,700,000.00)
Pay Back Period	0.00 Years

Chief Financial Officer — Date: 10/30/17

Principal / Director — Date: 10.24.17

Cabinet Member — Date: 10/20/17

School Board of Brevard County
Office of Purchasing & Warehouse Services
2700 Judge Fran Jamieson Way
Viera, Fl 32940-6601
Desmond K. Blackburn, Ph.D., Superintendent

November 28, 2017

Ken Marshall
Glover Oil Company Inc.
3109 S. Main Street
Melbourne, FL 32901

RE: **NOTICE OF AWARD**
ITB 18-B-021-NC: Diesel, Gasoline & Fuel Oils

Dear Mr. Marshall:

The School Board of Brevard County, Florida, meeting in official session on November 21, 2017 voted to award the item(s) noted and highlighted on the enclosed recommendation/tabulation to the following company:

Glover Oil Company, Inc. Melbourne, FL

The contract term is three years from November 21, 2017 with the option to renew annually for up to one additional two-year period. You may view the solicitation and all associated documents for this bid at: **http://www.demandstar.com/** or **http://www.myvendorlink.com**.

This letter is ONLY notification of award of the solicitation. Purchase Orders shall be placed as needed.

If applicable, please provide certificate of insurance and W-9 as required per contract terms and conditions to the buyer listed below.

Please contact Nick Canjar, Buyer II at 321-633-1000 ext. 630 or by email at Canjar.James@Brevardschools.org if you should have any questions. Thank you for your continued interest in the School District of Brevard County.

Sincerely,

Ed Parker, CPPO, CPPB
Director of Purchasing and Warehouse Services

Enclosure
CC: Bid Folder

Ed Parker, CPPO, CPPB
Director - Office of Purchasing & Warehouse Services
Phone: (321) 633-1000 Ext. 645 · FAX: (321) 633-3618
Warehouse: (321) 633-3680 Ext. 14100 ▪ FAX: (321) 633-3698

Legislation Details (With Text)

File #:	17-480	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/31/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	FY 2018 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	October FY 2018 EXPENSE Budget Tracking Worksheet.pdf October FY 2018 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 1, 2017
Agenda Date: December 12, 2017
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2018 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2018 thru October 31, 2018.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2017 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2100 - POLICE ADMIN/OPERATIONS					
10/10/17	001-2100-521.64-00	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
1 Budget Amendments/Transfers			Division 2100 Total	$1,299	
2200 - FIRE ADMINISTRATION					
10/10/17	001-2200-522.64-00	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	001-2200-522.52-00	(41)	BUDGET TXFR INCREASE IN NFPA SUBSCRIPTION		269
	001-2200-522.54-00	41			
2 Budget Amendments/Transfers			Division 2200 Total	$27,518	
3520 - PARKS & BEAUTIFICATION					
10/31/17	001-3520-572.34-09	(5,000)	COVER MOWING SERVICES BETWEEN FY17 & FY18		288
	001-3520-572.14-00	5,000			
1 Budget Amendments/Transfers			Division 3520 Total	$0	
3560 - FACILITY MANAGEMENT					
10/10/17	001-3560-519.52-00	(45,914)	LEE WENNER PARK MAINT BUDGETED IN WRONG ACCT		70
	001-3560-519.46-02	45,914			
1 Budget Amendments/Transfers			Division 3560 Total	$0	
3580 - CAPITAL PROJECTS MNGMT					
10/25/17	001-3580-519.44-00	(300)	COMM ACCT NEEDS FNDS TO COVER CITY CELL PHONE		240
	001-3580-519.41-00	300			
1 Budget Amendments/Transfers			Division 3580 Total	$0	
6 Total Budget Amendments/Transfers			**GENERAL FUND**	**$28,817**	
3580 - CAPITAL PROJECTS MNGMT					
10/27/17	301-3580-519.62-00	(20,000)	TXFR TO COVER SHORTAGE FURN NOT BUDGETED 2017		267
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	12,740			
1 Budget Amendments/Transfers			Division 3580 Total	$0	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$0**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1515 - FIELD SERVICES					
10/10/17	421-1515-536.46-00	(11,870)	COVER PURCHASE OF TWO ADDTNL NEPTUNE RANGER		99
	421-1515-536.64-15	11,870			
1 Budget Amendments/Transfers			Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
10/24/17	421-4010-536.31-00	(48,250)	FUND THE CENTRAL FL WATER INITIATIVE		219
	421-4010-536.31-00	48,250			
10/27/17	421-4010-536.39-00	(611,445)	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
	421-4010-536.31-01	(5,497)	TXFR JOINT FUNDING (USGS) H2O QLTY		271
	421-4010-536.34-00	5,497			
3 Budget Amendments/Transfers			Division 4010 Total	($611,445)	
4025 - WATER FIELD OPERATIONS					
10/10/17	421-4025-536.64-00	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	421-4025-536.46-00	611,445	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
2 Budget Amendments/Transfers			Division 4025 Total	$812,935	
6 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$201,490**	
3570 - STORMWATER UTILITY					
10/27/17	423-3570-538.63-00	327,407	BUDGET ADJ RES#2017-114		270
1 Budget Amendments/Transfers			Division 3570 Total	$327,407	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	

14 Transfers & Amendments between 10/1/2017 and 10/31/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS **557,714**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2018 - Budget Tracking Worksheets\October FY 2018 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 11/17/2017

FY 2017 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/17	001-0000-366.10-09	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
	001-0000-389.99-50	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
2 Budget Amendments/Transfers			Division 0000 Total	$28,817	
2 Total Budget Amendments/Transfers			**GENERAL FUND**	**$28,817**	
10/10/17	421-0000-389.99-50	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
1 Budget Amendments/Transfers			Division 0000 Total	$201,490	
1 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$201,490**	
10/27/17	423-0000-389.99-50	327,407	BUDGET ADJ RES#2017-114		270
1 Budget Amendments/Transfers			Division 0000 Total	$327,407	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	

4 Transfers & Amendments between 10/1/2017 and 10/31/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS **557,714**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2018 - Budget Tracking Worksheets\October FY 2018 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

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Date: 11/17/2017

Legislation Details (With Text)

File #:	17-481	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/31/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report October 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 1, 2017
Agenda Date: December 12, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending October 2017 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund. This October 2017 report is unaudited and preliminary as many FY2017 closing entries are still pending.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2017 Budget by Classification Report - Summary Listing

Through 10/31/2017

Target for October is 8%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,664,982		$ 67,168.14	$ 7,597,813.86	1%
OTHER PERMITS AND FEES	$ 3,103,557		$ (5,231.99)	$ 3,108,788.99	0%
INTERGOVERNMENTAL	$ 2,032,862		$ 514.37	$ 2,032,347.63	0%
CHARGES FOR SERVICES	$ 11,336,920		$ 807,887.96	$ 10,529,032.04	7%
FINES AND FORFEITURES	$ 26,000		$ 736.74	$ 25,263.26	3%
MISCELLANEOUS	$ 805,052		$ 22,577.93	$ 782,474.07	3%
OTHER SOURCES (NON-REVENUE)	$ 12,113,562		$ 604,846.00	$ 11,508,716.00	5%
REVENUE TOTALS	**$ 37,082,935**		**$ 1,498,499.15**	**$ 35,584,435.85**	**4%**
EXPENSE					
SALARIES AND BENEFITS	$ 22,270,405	$ -	$ 1,217,259.87	$ 21,053,145.13	5%
OPERATING EXPENDITURES	$ 9,500,340	$ 1,953,154.65	$ 369,427.28	$ 7,177,758.07	24%
CAPITAL OUTLAY	$ 3,460,398	$ 41,849.26	$ 21,382.90	$ 3,397,165.84	2%
GRANTS, AIDS AND OTHER	$ 1,851,792	$ -	$ -	$ 1,851,792.00	0%
EXPENSE TOTALS	**$ 37,082,935**	**$ 1,995,003.91**	**$ 1,608,070.05**	**$ 33,479,861.04**	10%
REVENUE TOTALS	**$ 37,082,935**	**$ -**	**$ 1,498,499.15**	**$ 35,584,435.85**	**4%**
EXPENSE TOTALS	**$ 37,082,935**	**$ 1,995,003.91**	**$ 1,608,070.05**	**$ 33,479,861.04**	**10%**
	$ -	**$ (1,995,003.91)**	**$ (109,570.90)**		

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	420,550	.00		420,550	.00		5,046,608	5,046,608.00
20	00	DELINQUENT TAXES	1,250	.00		1,250	.00		15,000	15,000.00
25	00	PENALTIES RE: TAXES	416	.00		416	.00		5,000	5,000.00
30	00	TAX CERTIFICATES	16,666	.00		16,666	.00		200,000	200,000.00
311	**	AD VALOREM	438,882	.00		438,882	.00		5,266,608	5,266,608.00
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	33,333	.00		33,333	.00		400,000	400,000.00
312	**	SALES USE AND FUEL TAXES	33,333	.00		33,333	.00		400,000	400,000.00
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	88,209	28,402.00-	32	88,209	28,402.00-	32	1,058,517	1,086,919.00
30	00	WATER-COCOA	27,888	27.91		27,888	27.91		334,667	334,639.09
40	00	GAS	1,500	926.00-	62	1,500	926.00-	62	18,000	18,926.00
80	00	PROPANE	1,123	309.00-	28	1,123	309.00-	28	13,484	13,793.00
314	**	UTILITY SERVICE TAX	118,720	29,609.09-	25	118,720	29,609.09-	25	1,424,668	1,454,277.09
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	33,642	17,941.00-	53	33,642	17,941.00-	53	403,706	421,647.00
315	**	COMMUNICATION SERVICE TAX	33,642	17,941.00-	53	33,642	17,941.00-	53	403,706	421,647.00
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	114,718.23	810	14,166	114,718.23	810	170,000	55,281.77
316	**	LOCAL BUSINESS TAX	14,166	114,718.23	810	14,166	114,718.23	810	170,000	55,281.77
310	***	TAXES	638,743	67,168.14	11	638,743	67,168.14	11	7,664,982 ✓	7,597,813.86
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	25,000	8,076.00	32	25,000	8,076.00	32	300,000	291,924.00
10	00	TRAINING SURCHARGE	66	.00		66	.00		800	800.00
322	**	BUILDING PERMITS	25,066	8,076.00	32	25,066	8,076.00	32	300,800	292,724.00
323		FRANCHISE FEES								
10	00	ELECTRICITY	66,666	28,232.00-	42	66,666	28,232.00-	42	800,000	828,232.00
40	00	GAS	1,208	1,014.00-	84	1,208	1,014.00-	84	14,500	15,514.00
70	00	SOLID WASTE	15,014	14,682.30	98	15,014	14,682.30	98	180,170	165,487.70
323	**	FRANCHISE FEES	82,888	14,563.70-	18	82,888	14,563.70-	18	994,670	1,009,233.70
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	135,840	580.71		135,840	580.71		1,630,087	1,629,506.29

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	.00		166	.00		2,000	2,000.00
12 03	PENALTIES	83	.00		83	.00		1,000	1,000.00
12 04	TAX CERTIFICATES	12,500	.00		12,500	.00		150,000	150,000.00
12 *	SERVICE	148,589	580.71		148,589	580.71		1,783,087	1,782,506.29
325 **	SPECIAL ASSESSMENT	148,589	580.71		148,589	580.71		1,783,087	1,782,506.29
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	2,083	375.00	18	2,083	375.00	18	25,000	24,625.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	300.00		0	300.00		0	300.00-
329 **	OTHER PERMITS & FEES	2,083	675.00	32	2,083	675.00	32	25,000	24,325.00
320 ***	OTHER PERMITS & FEES	258,626	5,231.99-	2	258,626	5,231.99-	2	3,103,557✓	3,108,788.99
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	12,991	.00		12,991	.00		155,894	155,894.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	12,991	.00		12,991	.00		155,894	155,894.00
20 01	RES OFFCR - CTY CONTRACT	2,200	.00		2,200	.00		26,400	26,400.00
20 05	JAG GRANT	1,955	.00		1,955	.00		23,464	23,464.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	1,276	.00		1,276	.00		15,322	15,322.00
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	8,505	.00		8,505	.00		102,065	102,065.00
20 *	PUBLIC SAFETY	13,936	.00		13,936	.00		167,251	167,251.00
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	26,927	.00		26,927	.00		323,145	323,145.00
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,333	.00		3,333	.00		40,000	40,000.00

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
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	3,333	.00		3,333	.00		40,000	40,000.00
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
61	10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90	30	HISTORIC PRESERVATION GRT	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	39,000	.00		39,000	.00		468,000	468,000.00
12	20	8TH CNT MUNICIPAL GAS TAX	12,204	.00		12,204	.00		146,458	146,458.00
12	*	STATE REVENUE SHARING	51,204	.00		51,204	.00		614,458	614,458.00
14	00	MOBILE HOME LICENSES	1,666	514.37	31	1,666	514.37	31	20,000	19,485.63
15	00	ALCOHOLIC BEVERAGE	1,809	.00		1,809	.00		21,717	21,717.00
18	00	LOCAL GOVERNMENT 1/2 CENT	82,500	.00		82,500	.00		990,000	990,000.00
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,961	.00		1,961	.00		23,542	23,542.00
335	**	STATE SHARED REVENUES	139,140	514.37		139,140	514.37		1,669,717	1,669,202.63
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	169,400	514.37		169,400	514.37		2,032,862 ✓	2,032,347.63

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	461,301	468,935.00	102	461,301	468,935.00	102	5,535,621	5,066,686.00
31 00	ADMIN FEES STORMWATER	7,632	.00		7,632	.00		91,595	91,595.00
40 00	CERTIFY/COPY/SEARCH	8,333	82.35	1	8,333	82.35	1	100,000	99,917.65
90 12	PASSPORT EXECUTION FEES	750	300.00	40	750	300.00	40	9,000	8,700.00
341 **	GENERAL GOVERNMENT	478,016	469,317.35	98	478,016	469,317.35	98	5,736,216	5,266,898.65
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
90 01	FALSE ALARM FEES	925	1,120.00	121	925	1,120.00	121	11,100	9,980.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	925	1,120.00	121	925	1,120.00	121	11,100	9,980.00
342 **	PUBLIC SAFETY	925	1,120.00	121	925	1,120.00	121	11,100	9,980.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	34,201	.00		34,201	.00		410,422	410,422.00
37 11	ROCKLEDGE	21,605	.00		21,605	.00		259,269	259,269.00
37 12	SUN LAKE	285	.00		285	.00		3,420	3,420.00
37 13	CLNY PK-M.I.UTIL CO.	153	.00		153	.00		1,844	1,844.00
37 16	COCOA BEACH	8,922	.00		8,922	.00		107,066	107,066.00
37 17	CAPE CANAVERAL	7,365	.00		7,365	.00		88,382	88,382.00
37 18	TITUSVILLE	321	.00		321	.00		3,854	3,854.00
37 *	WATER BILLING SERVICES	72,852	.00		72,852	.00		874,257	874,257.00
39 01	SERVICE CHARGES	34,666	32,914.08	95	34,666	32,914.08	95	416,000	383,085.92
39 03	ADMIN CHARGES	33,333	28,140.00	84	33,333	28,140.00	84	400,000	371,860.00
39 04	PENALTIES	72,916	63,727.12	87	72,916	63,727.12	87	875,000	811,272.88
39 05	NSF CHECKS	2,960	2,955.80	100	2,960	2,955.80	100	35,525	32,569.20
39 *	WATER OTHER INCOME	143,875	127,737.00	89	143,875	127,737.00	89	1,726,525	1,598,788.00
41 10	GARBAGE REVENUES	181,575	165,393.15	91	181,575	165,393.15	91	2,178,903	2,013,509.85
41 20	RECYCLING REVENUE	18,065	17,419.56	96	18,065	17,419.56	96	216,789	199,369.44
41 30	GREEN WASTE	15,449	14,717.24	95	15,449	14,717.24	95	185,394	170,676.76
41 *	GARBAGE COLLECTION	215,089	197,529.95	92	215,089	197,529.95	92	2,581,086	2,383,556.05

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 10	BILLING FEE - WEST WASTE	8,058	.00		8,058	.00		96,697	96,697.00
45 20	SALE - RECYCLING MATERIAL	125	.00		125	.00		1,500	1,500.00
45 *	GARBAGE - OTHER REVENUE	8,183	.00		8,183	.00		98,197	98,197.00
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		4,361	.00		52,336	52,336.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	7,608	.00		7,608	.00		91,303	91,303.00
90 *	OTHER PHYSICAL ENVIRON	11,969	.00		11,969	.00		143,639	143,639.00
343 **	PHYSICAL ENVIRONMENT	451,968	325,266.95	72	451,968	325,266.95	72	5,423,704	5,098,437.05
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	5,233.92	114	4,583	5,233.92	114	55,000	49,766.08
39 11	TENANT MAINTENANCE FEES	116	263.20	227	116	263.20	227	1,400	1,136.80
39 20	COCOA CIVIC CENTER	4,583	3,128.60	68	4,583	3,128.60	68	55,000	51,871.40
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	3,136.45	222	1,416	3,136.45	222	17,000	13,863.55
39 *	OTHER CULTURAL SERVICES	10,698	11,762.17	110	10,698	11,762.17	110	128,400	116,637.83
40 01	COCOA VILLAGE 10% GROSS	2,083	50.00	2	2,083	50.00	2	25,000	24,950.00
40 05	PERMIT FEES	208	.00		208	.00		2,500	2,500.00
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	50.00	2	2,291	50.00	2	27,500	27,450.00
50 10	EVENT FEES	500	371.49	74	500	371.49	74	6,000	5,628.51
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	333	.00		333	.00		4,000	4,000.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	833	371.49	45	833	371.49	45	10,000	9,628.51
347 **	CULTURE/RECREATION	13,822	12,183.66	88	13,822	12,183.66	88	165,900	153,716.34
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	944,731	807,887.96	86	944,731	807,887.96	86	11,336,920 ✓	10,529,032.04
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,166	736.74	34	2,166	736.74	34	26,000	25,263.26
351	**	JUDGMENTS AND FINES	2,166	736.74	34	2,166	736.74	34	26,000	25,263.26
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,166	736.74	34	2,166	736.74	34	26,000 ✓	25,263.26
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	1,250	.00		1,250	.00		15,000	15,000.00
20	00	DIVIDENDS	0	.00		0	.00		0	.00
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	1,250	.00		1,250	.00		15,000	15,000.00
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	10,165	11,433.33	113	10,165	11,433.33	113	121,990	110,556.67
362	**	RENT AND ROYALTIES	10,165	11,433.33	113	10,165	11,433.33	113	121,990	110,556.67
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10	00	GAIN/LOSS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	11,666	6,250.00	54	11,666	6,250.00	54	140,000	133,750.00
10 09	POLICE/FIRE DEPTS	108	.00		108	.00		1,299	1,299.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	108	.00		108	.00		1,299	1,299.00
366 **	CONTRIBUTIONS & DONATIONS	11,774	6,250.00	53	11,774	6,250.00	53	141,299	135,049.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,210	.00		12,210	.00		146,530	146,530.00
22 00	FIRE STATE CONTRIBUTION	9,602	.00		9,602	.00		115,233	115,233.00
368 **	PENSION CONTRIBUTIONS	21,812	.00		21,812	.00		261,763	261,763.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,666	25.56		6,666	25.56		80,000	79,974.44
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	2,500	950.00	38	2,500	950.00	38	30,000	29,050.00
90 03	CODE ENF ABATE/DEMO REV	4,166	1,335.00	32	4,166	1,335.00	32	50,000	48,665.00
90 04	MISC. POLICE REVENUES	0	40.53		0	40.53		0	40.53-
90 05	INVESTIGATIVE COSTS REIM	5,000	2,543.51	51	5,000	2,543.51	51	60,000	57,456.49
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	1,250	.00		1,250	.00		15,000	15,000.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	2,500	.00		2,500	.00		30,000	30,000.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	22,082	4,894.60	22	22,082	4,894.60	22	265,000	260,105.40
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	22,082	4,894.60	22	22,082	4,894.60	22	265,000	260,105.40
360 ***	MISCELLANEOUS REVENUES	67,083	22,577.93	34	67,083	22,577.93	34	805,052 ✓	782,474.07
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	4,567	.00		4,567	.00		54,807	54,807.00
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	723	.00		723	.00		8,685	8,685.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	5,290	.00		5,290	.00		63,492	63,492.00
381 **	INTERFUND TRANSFER	5,290	.00		5,290	.00		63,492	63,492.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	513,151	513,152.00	100	513,151	513,152.00	100	6,157,822	5,644,670.00
40 01	6% CONTRIBUTION	91,694	91,694.00	100	91,694	91,694.00	100	1,100,328	1,008,634.00
40 *	CONTRIBUTIONS WATER REV.	604,845	604,846.00	100	604,845	604,846.00	100	7,258,150	6,653,304.00
382 **	CONTRIBUTIONS ENTERPRISE	604,845	604,846.00	100	604,845	604,846.00	100	7,258,150	6,653,304.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85 00		CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00		NON OPERATING SOURCES	14,871	.00		14,871	.00		178,453	178,453.00
90 20		PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90	*	NON OPERATING SOURCES	14,871	.00		14,871	.00		178,453	178,453.00
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	384,455	.00		384,455	.00		4,613,467	4,613,467.00
99	*	BALANCE FORWARD	384,455	.00		384,455	.00		4,613,467	4,613,467.00
389	**	NON OPERATING SOURCES	399,326	.00		399,326	.00		4,791,920	4,791,920.00
380	***	OTHER SOURCES(NON-REV)	1,009,461	604,846.00	60	1,009,461	604,846.00	60	12,113,562 ✓	11,508,716.00
FUND TOTAL		GENERAL FUND	3,090,210	1,498,499.15	49	3,090,210	1,498,499.15	49	37,082,935 ✓	35,584,435.85

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2618	2550.00	97	2618	2550.00	97	.00	31424	28874.00	8
11 **	EXECUTIVE SALARIES	2618	2550.00	97	2618	2550.00	97	.00	31424	28874.00	8
12-00	REGULAR SALARIES & WAGES	975593	607789.30	62	975593	607789.30	62	.00	11707242	11099452.70	5
12-06	SALARIES/CONTRACTUAL	1713	1015.00	59	1713	1015.00	59	.00	20559	19544.00	5
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	3736	1858.60	50	3736	1858.60	50	.00	44841	42982.40	4
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	981042	610662.90	62	981042	610662.90	62	.00	11772642	11161979.10	5
13-00	OTHER SALARIES & WAGES	81580	56415.92	69	81580	56415.92	69	.00	979009	922593.08	6
13 **	OTHER SALARIES & WAGES	81580	56415.92	69	81580	56415.92	69	.00	979009	922593.08	6
14-00	OVERTIME	27439	32740.19	119	27439	32740.19	119	.00	329362	296621.81	10
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	27439	32740.19	119	27439	32740.19	119	.00	329362	296621.81	10
15-00	SPECIAL PAY	33566	20002.20	60	33566	20002.20	60	.00	402809	382806.80	5
15 **	SPECIAL PAY	33566	20002.20	60	33566	20002.20	60	.00	402809	382806.80	5
20-00	CLOTHING/SHOE ALLOWANCE	1676	3910.00	233	1676	3910.00	233	.00	20135	16225.00	19
20 **	CLOTHING/SHOE ALLOWANCE	1676	3910.00	233	1676	3910.00	233	.00	20135	16225.00	19
21-00	FICA TAXES	83608	52771.02	63	83608	52771.02	63	.00	1003402	950630.98	5
21 **	FICA TAXES	83608	52771.02	63	83608	52771.02	63	.00	1003402	950630.98	5
22-00	RETIREMENT CONTRIBUTIONS	78727	35796.41	46	78727	35796.41	46	.00	944847	909050.59	4
22-01	LICENSED POLICE/FIRE	187924	122719.23	65	187924	122719.23	65	.00	2255112	2132392.77	5
22-02	STATE CONTRIBUTIONS	32503	.00	0	32503	.00	0	.00	261763	261763.00	0
22-03	ICMA - CITY MANAGER	1080	728.70	68	1080	728.70	68	.00	12960	12231.30	6

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	300234	159244.34	53	300234	159244.34	53	.00	3474682	3315437.66	5
23-00	LIFE/HEALTH INSURANCE	277607	212952.46	77	277607	212952.46	77	.00	3331413	3118460.54	6
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	277607	212952.46	77	277607	212952.46	77	.00	3331413	3118460.54	6
24-00	WORKER'S COMPENSATION	55458	46840.84	85	55458	46840.84	85	.00	665647	618806.16	7
24 **	WORKER'S COMPENSATION	55458	46840.84	85	55458	46840.84	85	.00	665647	618806.16	7
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	416	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	416	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	21240	19170.00	90	21240	19170.00	90	.00	254880	235710.00	8
27 **	CAFETERIA PLAN	21240	19170.00	90	21240	19170.00	90	.00	254880	235710.00	8
31-00	PROFESSIONAL SERVICES	19142	4366.90	23	19142	4366.90	23	95575.10	229730	129788.00	44
31-01	LEGAL FEES	33813	.00	0	33813	.00	0	350767.00	405767	55000.00	86
31-02	MEDICAL SERVICES	3490	.00	0	3490	.00	0	11135.00	41890	30755.00	27
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	1093	.00	0	13125.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	15433	.00	0	15433	.00	0	185207.00	185207	.00	100
31 **	PROFESSIONAL SERVICES	72971	4366.90	6	72971	4366.90	6	655809.10	875719	215543.00	75
32-00	ACCOUNTING & AUDITING	3625	.00	0	3625	.00	0	43500.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	3625	.00	0	43500.00	43500	.00	100
34-00	CONTRACT SERVICES	90705	44921.45	50	90705	44921.45	50	256491.75	1088545	787131.80	28
34-03	CUSTOMER SERVICE CONTRACT	154431	.00	0	154431	.00	0	.00	1853174	1853174.00	0
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	3333	.00	0	3333	.00	0	.00	40000	40000.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	248469	44921.45	18	248469	44921.45	18	256491.75	2981719	2680305.80	10

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	25789	.00	0	25789	.00	0	.00	309476	309476.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	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	25789	.00	0	25789	.00	0	.00	309476	309476.00	0
40-00	TRAVEL & PER DIEM	4581	50.00	1	4581	50.00	1	35.00	55090	55005.00	0
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	4581	50.00	1	4581	50.00	1	35.00	55090	55005.00	0
41-00	COMMUNICATION	10294	826.14	8	10294	826.14	8	63834.11	123569	58908.75	52
41 **	COMMUNICATION	10294	826.14	8	10294	826.14	8	63834.11	123569	58908.75	52
42-00	POSTAGE & FREIGHT	36011	32109.63	89	36011	32109.63	89	27636.68-	432234	427761.05	1
42 **	POSTAGE & FREIGHT	36011	32109.63	89	36011	32109.63	89	27636.68-	432234	427761.05	1
43-00	ELECTRIC/WATER/SEWER	57976	15518.00	27	57976	15518.00	27	608826.47	695740	71395.53	90
43 **	ELECTRIC/WATER/SEWER	57976	15518.00	27	57976	15518.00	27	608826.47	695740	71395.53	90
44-00	RENTALS AND LEASES	21308	1608.10	8	21308	1608.10	8	12315.90	255764	241840.00	5
44 **	RENTALS AND LEASES	21308	1608.10	8	21308	1608.10	8	12315.90	255764	241840.00	5
45-00	INSURANCE	32741	7221.50	22	32741	7221.50	22	.00	392946	385724.50	2
45 **	INSURANCE	32741	7221.50	22	32741	7221.50	22	.00	392946	385724.50	2
46-00	REPAIRS & MAINTENANCE	51821	159147.84	307	51821	159147.84	307	141473.79	621908	321286.37	48
46-02	REPAIR/MAINT BUILDING	23959	29692.50	124	23959	29692.50	124	30732.50	287521	227096.00	21
46-03	REPAIR/MAINT-VEHICLES	19746	85.00	0	19746	85.00	0	2222.08	236993	234685.92	1
46-05	HYDRANT FEES	16090	16114.14	100	16090	16114.14	100	.00	193080	176965.86	8
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	111616	205039.48	184	111616	205039.48	184	174428.37	1339502	960034.15	28
47-00	PRINTING & BINDING	1803	583.40	32	1803	583.40	32	2311.20	21720	18825.40	13
47 **	PRINTING & BINDING	1803	583.40	32	1803	583.40	32	2311.20	21720	18825.40	13
48-00	PROMOTIONAL ACTIVITIES	3784	.00	0	3784	.00	0	.00	45445	45445.00	0
48-11	BUSINESS ASSIST. PROGRAM	2083	.00	0	2083	.00	0	.00	25000	25000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	5867	.00	0	5867	.00	0	.00	70445	70445.00	0
49-00	OTHER CHARGES & OBLIG.	17625	3255.28	19	17625	3255.28	19	6670.00	211561	201635.72	5
49-02	ADVERTISING	25	.00	0	25	.00	0	.00	300	300.00	0
49-05	BROWNFIELDS REDEV PROG	12991	342.00	3	12991	342.00	3	.00	155894	155552.00	0
49-06	BROWNFIELD PROG CITY COST	1666	.00	0	1666	.00	0	.00	20000	20000.00	0
49-07	BAD DEBT EXPENSE	12499	7133.93-	57-	12499	7133.93-	57-	.00	150000	157133.93	5-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1875	.00	0	1875	.00	0	.00	22500	22500.00	0
49 **	OTHER CHARGES & OBLIG.	46681	3536.65-	8-	46681	3536.65-	8-	6670.00	560255	557121.65	1
52-00	OPERATING SUPPLIES	68712	49620.09	72	68712	49620.09	72	58888.13	824654	716145.78	13
52-02	UNIFORMS	1685	.00	0	1685	.00	0	5000.00	20230	15230.00	25
52-05	EMS 1st RESP-CONSUM SUPP	3373	279.02	8	3373	279.02	8	31800.98	40480	8400.00	79
52-07	JANITORIAL SUPPLIES	2221	1870.16	84	2221	1870.16	84	.00	26676	24805.84	7
52-10	HEATING FUEL	128	87.06	68	128	87.06	68	1448.94	1536	.00	100
52-30	FUEL, OIL, & LUBRICANTS	18495	.00	0	18495	.00	0	.00	221982	221982.00	0
52-33	EMPLOYEE HEALTH CENTER	4889	.00	0	4889	.00	0	58678.00	58678	.00	100
52 **	OPERATING SUPPLIES	99503	51856.33	52	99503	51856.33	52	155816.05	1194236	986563.62	17

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	1250	.00	0	1250	.00	0	.00	15000	15000.00	0
53 **	ROAD MATERIALS/SUPPLIES	1250	.00	0	1250	.00	0	.00	15000	15000.00	0
54-00	MEMBERSHIP/PUBLICATIONS	3056	5493.00	180	3056	5493.00	180	1185.46	36767	30088.54	18
54 **	MEMBERSHIP/PUBLICATIONS	3056	5493.00	180	3056	5493.00	180	1185.46	36767	30088.54	18
55-00	TRAINING	7213	3370.00	47	7213	3370.00	47	432.08-	86658	83720.08	3
55-01	EDA PROGRAM	833	.00	0	833	.00	0	.00	10000	10000.00	0
55 **	TRAINING	8046	3370.00	42	8046	3370.00	42	432.08-	96658	93720.08	3
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	14583	.00	0	14583	.00	0	.00	175000	175000.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	14583	.00	0	14583	.00	0	.00	175000	175000.00	0
63-00	INFRASTRUCTURE	233883	.00	0	233883	.00	0	.00	2806607	2806607.00	0
63 **	INFRASTRUCTURE	233883	.00	0	233883	.00	0	.00	2806607	2806607.00	0
64-00	MACHINERY AND EQUIPMENT	25822	21382.90	83	25822	21382.90	83	41849.26	309905	246672.84	20
64-01	JAG GRANT	1955	.00	0	1955	.00	0	.00	23464	23464.00	0
64-15	IT HARDWARE	12117	.00	0	12117	.00	0	.00	145422	145422.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	39894	21382.90	54	39894	21382.90	54	41849.26	478791	415558.84	13

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	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 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	69716	.00	0	69716	.00	0	.00	836592	836592.00	0
81 **	AIDS TO GOVT AGENCY	69716	.00	0	69716	.00	0	.00	836592	836592.00	0
82-01	ECON DEV INCENTIVE CONTR	83333	.00	0	83333	.00	0	.00	1000000	1000000.00	0
82 **	AID PRIVATE ORGANIZATION	83333	.00	0	83333	.00	0	.00	1000000	1000000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	1266	.00	0	.00	15200	15200.00	0
83 **	OTHER GRANTS AND AIDS	1266	.00	0	1266	.00	0	.00	15200	15200.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	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
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3100746	1608070.05	52	3100746	1608070.05	52	1995003.91	37082935	33479861.04	10
GRAND	TOTAL *********										
		3100746	1608070.05	52	3100746	1608070.05	52	1995003.91	37082935	33479861.04	10

FY 2017 Budget by Classification Report - Summary Listing

Through 10/31/2017

Target for October is 8%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,863,827		$ 189,200.00	$ 1,674,627.00	10%
CHARGES FOR SERVICES	$ 54,576,227		$ 4,420,974.61	$ 50,155,252.39	8%
MISCELLANEOUS	$ 307,595		$ 2,800.00	$ 304,795.00	1%
OTHER SOURCES (NON-REVENUE)	$ 29,877,027		$ 61,376.55	$ 29,815,650.45	0%
REVENUE TOTALS	**$ 86,624,676**	**-**	**$ 4,674,351.16**	**$ 81,950,324.84**	**5%**
				$ 28,415,261.73	
EXPENSE					
SALARIES AND BENEFITS	$ 14,354,923	$ -	$ 764,294.69	$ 13,590,628.31	5%
OPERATING EXPENDITURES	$ 25,011,569	$ 6,552,977.09	$ 962,749.95	$ 17,495,841.96	30%
CAPITAL OUTLAY	$ 31,334,348	$ 1,667,487.17	$ -	$ 29,666,860.83	5%
GRANTS, AIDS AND OTHER	$ 15,923,836	$ -	$ 1,019,746.00	$ 14,904,090.00	6%
EXPENSE TOTALS	**$ 86,624,676**	**$ 8,220,464.26**	**$ 2,746,790.64**	**$ 75,657,421.10**	13%
REVENUE TOTALS	**$ 86,624,676**	**$ -**	**$ 4,674,351.16**	**$ 81,950,324.84**	**5%**
EXPENSE TOTALS	**$ 86,624,676**	**$ 8,220,464.26**	**$ 2,746,790.64**	**$ 75,657,421.10**	**13%**
	$ -	**$ (8,220,464.26)**	**$ 1,927,560.52**		

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	71,887	151,700.00	211	71,887	151,700.00	211	862,654	710,954.00
03 11	WATER - COMMERCIAL	73,954	30,625.00	41	73,954	30,625.00	41	887,457	856,832.00
03 20	SEWER - RESIDENTIAL	852	1,250.00	147	852	1,250.00	147	10,235	8,985.00
03 21	SEWER - COMMERCIAL	8,623	5,625.00	65	8,623	5,625.00	65	103,481	97,856.00
03 *	IMPACT FEES	155,316	189,200.00	122	155,316	189,200.00	122	1,863,827	1,674,627.00
324 **	IMPACT FEES	155,316	189,200.00	122	155,316	189,200.00	122	1,863,827	1,674,627.00
320 ***	OTHER PERMITS & FEES	155,316	189,200.00	122	155,316	189,200.00	122	1,863,827 ✓	1,674,627.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0 ✓	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,842,814	3,589,579.37	93	3,842,814	3,589,579.37	93	46,113,775	42,524,195.63
33 00	WATER CONNECTION FEE	20,000	49,620.00	248	20,000	49,620.00	248	240,000	190,380.00
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	49,620.00	248	20,000	49,620.00	248	240,000	190,380.00
36 00	WATER HYDRANT FEES	217,357	251,752.93	116	217,357	251,752.93	116	2,608,291	2,356,538.07
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	300.00	226	133	300.00	226	1,600	1,300.00
39 07	BACKFLOW DEVICE TEST	12,083	13,448.56	111	12,083	13,448.56	111	145,000	131,551.44
39 08	JUMPER METERS	58	150.00	259	58	150.00	259	700	550.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	2,000.00	200	1,000	2,000.00	200	12,000	10,000.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 10	BACKFLOW PRV/RLCT TEMP	41	55.42	135	41	55.42	135	500	444.58
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	15,953.98	120	13,315	15,953.98	120	159,800	143,846.02
51 00	SEWER SALES	425,692	484,237.09	114	425,692	484,237.09	114	5,108,310	4,624,072.91
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	425,692	484,237.09	114	425,692	484,237.09	114	5,108,310	4,624,072.91
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	558.78	108	516	558.78	108	6,200	5,641.22
60 00	REUSE WATER	27,737	28,291.95	102	27,737	28,291.95	102	332,851	304,559.05
60 01	REUSE WATER INSTALLATION	583	980.51	168	583	980.51	168	7,000	6,019.49
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	28,320	29,272.46	103	28,320	29,272.46	103	339,851	310,578.54
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,548,014	4,420,974.61	97	4,548,014	4,420,974.61	97	54,576,227	50,155,252.39
340 ***	CHARGES FOR SERVICES	4,548,014	4,420,974.61	97	4,548,014	4,420,974.61	97	54,576,227	50,155,252.39
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	.00		20,107	.00		241,295	241,295.00
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	20,107	.00		20,107	.00		241,295	241,295.00
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	.00		20,107	.00		241,295	241,295.00
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	1,300.00	1204	108	1,300.00	1204	1,300	.00
362 **	RENT AND ROYALTIES	108	1,300.00	1204	108	1,300.00	1204	1,300	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		1,250	.00		15,000	15,000.00
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	.00		1,250	.00		15,000	15,000.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		833	.00		10,000	10,000.00
365 **	SALES OF SURPLUS SCRAP	833	.00		833	.00		10,000	10,000.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	1,500.00	45	3,333	1,500.00	45	40,000	38,500.00
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	1,500.00	45	3,333	1,500.00	45	40,000	38,500.00
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	1,500.00	45	3,333	1,500.00	45	40,000	38,500.00
360 ***	MISCELLANEOUS REVENUES	25,631	2,800.00	11	25,631	2,800.00	11	307,595	304,795.00
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	********** ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	******** ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	7,975.00		0	7,975.00		0	7,975.00-
82 00	CONTRIBUTION S MAINLAND	0	11,543.74		0	11,543.74		0	11,543.74-
83 00	CONTRIBUTION VIERA	0	41,857.81		0	41,857.81		0	41,857.81-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	41,857.81		0	41,857.81		0	41,857.81-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,489,752	.00		2,489,752	.00		29,877,027	29,877,027.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,489,752	.00		2,489,752	.00		29,877,027	29,877,027.00
389 **	NON OPERATING SOURCES	2,489,752	61,376.55	3	2,489,752	61,376.55	3	29,877,027	29,815,650.45
380 ***	OTHER SOURCES(NON-REV)	2,489,752	61,376.55	3	2,489,752	61,376.55	3	29,877,027✓	29,815,650.45
FUND TOTAL	WATER/SEWER ENTERPRISE	7,218,713	4,674,351.16	65	7,218,713	4,674,351.16	65	86,624,676✓	81,950,324.84

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	702006	426257.82	61	702006	426257.82	61	.00	8424116	7997858.18	5
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	1447	2435.03	168	1447	2435.03	168	.00	17373	14937.97	14
12 **	REGULAR SALARIES & WAGES	703453	428692.85	61	703453	428692.85	61	.00	8441489	8012796.15	5
13-00	OTHER SALARIES & WAGES	44562	27110.42	61	44562	27110.42	61	.00	534767	507656.58	5
13 **	OTHER SALARIES & WAGES	44562	27110.42	61	44562	27110.42	61	.00	534767	507656.58	5
14-00	OVERTIME	36516	26699.02	73	36516	26699.02	73	.00	438244	411544.98	6
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	36516	26699.02	73	36516	26699.02	73	.00	438244	411544.98	6
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	1409	330.00	23	1409	330.00	23	.00	16925	16595.00	2
20 **	CLOTHING/SHOE ALLOWANCE	1409	330.00	23	1409	330.00	23	.00	16925	16595.00	2
21-00	FICA TAXES	58143	34936.50	60	58143	34936.50	60	.00	697754	662817.50	5
21 **	FICA TAXES	58143	34936.50	60	58143	34936.50	60	.00	697754	662817.50	5
22-00	RETIREMENT CONTRIBUTIONS	90226	40830.76	45	90226	40830.76	45	.00	1082743	1041912.24	4
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	90226	40830.76	45	90226	40830.76	45	.00	1082743	1041912.24	4
23-00	LIFE/HEALTH INSURANCE	190457	152034.58	80	190457	152034.58	80	.00	2285528	2133493.42	7
23-02	LIFE/HEALTH RETIREES	16545	7279.92	44	16545	7279.92	44	.00	198547	191267.08	4
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	207002	159314.50	77	207002	159314.50	77	.00	2484075	2324760.50	6
24-00	WORKER'S COMPENSATION	41291	36180.64	88	41291	36180.64	88	.00	495526	459345.36	7

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	41291	36180.64	88	41291	36180.64	88	.00	495526	459345.36	7
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	416	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	416	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	13200	10200.00	77	13200	10200.00	77	.00	158400	148200.00	6
27 **	CAFETERIA PLAN	13200	10200.00	77	13200	10200.00	77	.00	158400	148200.00	6
31-00	PROFESSIONAL SERVICES	151431	.00	0	151431	.00	0	109940.00	1817197	1707257.00	6
31-01	LEGAL EXPENSES	6208	.00	0	6208	.00	0	.00	74503	74503.00	0
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	500	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	10723	.00	0	10723	.00	0	128685.00	128685	.00	100
31 **	PROFESSIONAL SERVICES	168862	.00	0	168862	.00	0	238625.00	2026385	1787760.00	12
32-00	ACCOUNTING & AUDITING	3625	.00	0	3625	.00	0	43500.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	3625	.00	0	43500.00	43500	.00	100
34-00	CONTRACT SERVICES	114845	16341.33	14	114845	16341.33	14	192886.75	1378163	1168934.92	15
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	461301	461302.00	100	461301	461302.00	100	.00	5535621	5074319.00	8
34 **	CONTRACT SERVICES	576146	477643.33	83	576146	477643.33	83	192886.75	6913784	6243253.92	10
39-00	CONTINGENCY	50660	.00	0	50660	.00	0	.00	607929	607929.00	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	50660	.00	0	50660	.00	0	.00	607929	607929.00	0
40-00	TRAVEL AND PER DIEM	2316	36.00-	2-	2316	36.00-	2-	.00	27815	27851.00	0
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2316	36.00-	2-	2316	36.00-	2-	.00	27815	27851.00	0
41-00	COMMUNICATION	10645	3962.37	37	10645	3962.37	37	83062.61	127755	40730.02	68
41 **	COMMUNICATION	10645	3962.37	37	10645	3962.37	37	83062.61	127755	40730.02	68
42-00	FREIGHT & POSTAGE SERVICE	2927	285.37	10	2927	285.37	10	2930.65	35150	31933.98	9
42 **	FREIGHT & POSTAGE SERVICE	2927	285.37	10	2927	285.37	10	2930.65	35150	31933.98	9
43-00	ELECTRIC/WATER/SEWER	202161	56018.41	28	202161	56018.41	28	2348086.78	2425955	21849.81	99
43 **	ELECTRIC/WATER/SEWER	202161	56018.41	28	202161	56018.41	28	2348086.78	2425955	21849.81	99
44-00	RENTAL AND LEASES	3260	400.00	12	3260	400.00	12	4400.00	39146	34346.00	12
44 **	RENTAL AND LEASES	3260	400.00	12	3260	400.00	12	4400.00	39146	34346.00	12
45-00	INSURANCE	31417	7081.50	23	31417	7081.50	23	.00	377049	369967.50	2
45 **	INSURANCE	31417	7081.50	23	31417	7081.50	23	.00	377049	369967.50	2
46-00	REPAIRS & MAINTENANCE	605825	128703.13	21	605825	128703.13	21	1280583.25	7269927	5860640.62	19
46-02	REPAIR/MAINT BUILDING	20127	.00	0	20127	.00	0	.00	241534	241534.00	0
46-03	REPAIR/MAINT-VEHICLES	16913	.00	0	16913	.00	0	.00	202998	202998.00	0
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	642865	128703.13	20	642865	128703.13	20	1280583.25	7714459	6305172.62	18
47-00	PRINTING & BINDING	585	.00	0	585	.00	0	.00	7050	7050.00	0
47 **	PRINTING & BINDING	585	.00	0	585	.00	0	.00	7050	7050.00	0
48-00	PROMOTIONAL ACTIVITIES	1666	300.00	18	1666	300.00	18	867.50	20000	18832.50	6
48 **	PROMOTIONAL ACTIVITIES	1666	300.00	18	1666	300.00	18	867.50	20000	18832.50	6
49-00	OTHER CHARGES & OBLIG.	2950	3010.53	102	2950	3010.53	102	3000.00	35440	29429.47	17
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	8632.25-	59-	14583	8632.25-	59-	.00	175000	183632.25	5-
49-08	CASH OVER & UNDER	25	7.00	28	25	7.00	28	.00	300	293.00	2
49-09	DOCUMENT RECORDING CHGS	250	440.00-	176-	250	440.00-	176-	.00	3000	3440.00	15-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17808	6054.72-	34-	17808	6054.72-	34-	3000.00	213740	216794.72	1-
52-00	OPERATING SUPPLIES	52264	83337.59	160	52264	83337.59	160	147356.66	627196	396501.75	37
52-07	JANITORIAL SUPPLIES	852	923.87	108	852	923.87	108	.00	10240	9316.13	9
52-09	CHEMICALS	270406	179733.90	67	270406	179733.90	67	2082671.05	3244883	982478.05	70
52-30	FUEL OIL & LUBRICANTS	24309	5323.20	22	24309	5323.20	22	75197.84	291755	211233.96	28
52-33	EMPLOYEE HEALTH CENTER	3357	.00	0	3357	.00	0	40291.00	40291	.00	100
52 **	OPERATING SUPPLIES	351188	269318.56	77	351188	269318.56	77	2345516.55	4214365	1599529.89	62
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	3748	.00	0	.00	45000	45000.00	0
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	3748	.00	0	.00	45000	45000.00	0
54-00	MEMBERSHIP/PUBLICATIONS	3156	19828.00	628	3156	19828.00	628	9418.00	37905	8659.00	77
54 **	MEMBERSHIP/PUBLICATIONS	3156	19828.00	628	3156	19828.00	628	9418.00	37905	8659.00	77
55-00	TRAINING	10588	5300.00	50	10588	5300.00	50	100.00	127082	121682.00	4
55-01	EDA PROGRAM	625	.00	0	625	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11213	5300.00	47	11213	5300.00	47	100.00	134582	129182.00	4
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	5416	.00	0	5416	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	5416	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	2467884	.00	0	2467884	.00	0	1465997.25	29614620	28148622.75	5
63 **	INFRASTRUCTURE	2467884	.00	0	2467884	.00	0	1465997.25	29614620	28148622.75	5
64-00	MACHINERY & EQUIPMENT	83104	.00	0	83104	.00	0	201489.92	997268	795778.08	20

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-15	IT HARDWARE	10620	.00	0	10620	.00	0	.00	127460	127460.00	0
64 **	MACHINERY & EQUIPMENT	93724	.00	0	93724	.00	0	201489.92	1124728	923238.08	18
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	44166	.00	0	44166	.00	0	.00	530000	530000.00	0
68 **	INTANGIBLE ASSETS	44166	.00	0	44166	.00	0	.00	530000	530000.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	83	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	83	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	513151	513152.00	100	513151	513152.00	100	.00	6157822	5644670.00	8
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	722057	414900.00	58	722057	414900.00	58	.00	8664686	8249786.00	5
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1235208	928052.00	75	1235208	928052.00	75	.00	14822508	13894456.00	6
95-01	6% ILO FRANCHISE FEE	91694	91694.00	100	91694	91694.00	100	.00	1100328	1008634.00	8
95 **	NONOPERATING	91694	91694.00	100	91694	91694.00	100	.00	1100328	1008634.00	8
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7218641	2746790.64	38	7218641	2746790.64	38	8220464.26	86624676	75657421.10	13
GRAND	TOTAL *********	7218641	2746790.64	38	7218641	2746790.64	38	8220464.26	86624676	75657421.10	13

FY 2017 Budget by Classification Report - Summary Listing

Through 10/31/2017

Target for October is 8%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,426,915		$ 146,973.61	$ 1,279,941.39	10%
MISCELLANEOUS	$ 3,000		$ -	$ 3,000.00	0%
OTHER SOURCES (NON-REVENUE)	$ 893,769		$ -	$ 893,769.00	0%
REVENUE TOTALS	**$ 2,323,684**	**-**	**$ 146,973.61**	**$ 2,176,710.39**	**6%**
EXPENSE					
SALARIES AND BENEFITS	$ 654,985	$ -	$ 37,009.55	$ 617,975.45	6%
OPERATING EXPENDITURES	$ 421,129	$ 33,529.40	$ 8,242.77	$ 379,356.83	10%
CAPITAL OUTLAY	$ 1,238,885	$ -	$ -	$ 1,238,885.00	0%
OTHER SOURCES (NON-REVENUE)	$ 8,685	$ -	$ -	$ 8,685.00	0%
EXPENSE TOTALS	**$ 2,323,684**	**$ 33,529.40**	**$ 45,252.32**	**$ 2,244,902.28**	**3%**
REVENUE TOTALS	**$ 2,323,684**	**$ -**	**$ 146,973.61**	**$ 2,176,710.39**	**6%**
EXPENSE TOTALS	**$ 2,323,684**	**$ 33,529.40**	**$ 45,252.32**	**$ 2,244,902.28**	**3%**
	$ -	**$ (33,529.40)**	**$ 101,721.29**		

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	118,909	146,973.61	124	118,909	146,973.61	124	1,426,915	1,279,941.39
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	118,909	146,973.61	124	118,909	146,973.61	124	1,426,915	1,279,941.39
343 **	PHYSICAL ENVIRONMENT	118,909	146,973.61	124	118,909	146,973.61	124	1,426,915	1,279,941.39
340 ***	CHARGES FOR SERVICES	118,909	146,973.61	124	118,909	146,973.61	124	1,426,915	1,279,941.39
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	250	.00		250	.00		3,000	3,000.00
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	.00		250	.00		3,000	3,000.00
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	250	.00		250	.00		3,000	3,000.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
365	SALES OF SURPLUS SCRAP								
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	.00		250	.00		3,000 ✓	3,000.00
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	74,480	.00		74,480	.00		893,769	893,769.00
99 *	BALANCE FORWARD	74,480	.00		74,480	.00		893,769	893,769.00
389 **	NON OPERATING SOURCES	74,480	.00		74,480	.00		893,769	893,769.00
380 ***	OTHER SOURCES(NON-REV)	74,480	.00		74,480	.00		893,769 ✓	893,769.00
FUND TOTAL	STORMWATER UTILITY	193,639	146,973.61	76	193,639	146,973.61	76	2,323,684	2,176,710.39

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	30790	17916.47	58	30790	17916.47	58	.00	369490	351573.53	5
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	30790	17916.47	58	30790	17916.47	58	.00	369490	351573.53	5
13-00	OTHER SALARIES & WAGES	3553	2395.66	67	3553	2395.66	67	.00	42643	40247.34	6
13 **	OTHER SALARIES & WAGES	3553	2395.66	67	3553	2395.66	67	.00	42643	40247.34	6
14-00	OVERTIME	302	1201.77	398	302	1201.77	398	.00	3631	2429.23	33
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	302	1201.77	398	302	1201.77	398	.00	3631	2429.23	33
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	45	.00	0	.00	550	550.00	0
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	45	.00	0	.00	550	550.00	0
21-00	FICA TAXES	2441	1416.74	58	2441	1416.74	58	.00	29297	27880.26	5
21 **	FICA TAXES	2441	1416.74	58	2441	1416.74	58	.00	29297	27880.26	5
22-00	RETIREMENT CONTRIBUTIONS	3108	1950.67	63	3108	1950.67	63	.00	37298	35347.33	5
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3108	1950.67	63	3108	1950.67	63	.00	37298	35347.33	5
23-00	LIFE/HEALTH INSURANCE	9271	7684.19	83	9271	7684.19	83	.00	111261	103576.81	7
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	9271	7684.19	83	9271	7684.19	83	.00	111261	103576.81	7
24-00	WORKER'S COMPENSATION	4387	3964.05	90	4387	3964.05	90	.00	52655	48690.95	8
24 **	WORKER'S COMPENSATION	4387	3964.05	90	4387	3964.05	90	.00	52655	48690.95	8

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	680	480.00	71	680	480.00	71	.00	8160	7680.00	6
27 **	CAFETERIA PLAN	680	480.00	71	680	480.00	71	.00	8160	7680.00	6
31-00	PROFESSIONAL SERVICES	9583	.00	0	9583	.00	0	4961.00	115000	110039.00	4
31-01	LEGAL EXPENSES	41	.00	0	41	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	400	.00	0	400	.00	0	4809.00	4809	.00	100
31 **	PROFESSIONAL SERVICES	10024	.00	0	10024	.00	0	9770.00	120309	110539.00	8
34-00	CONTRACT SERVICES	416	.00	0	416	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7632	7633.00	100	7632	7633.00	100	.00	91595	83962.00	8
34 **	CONTRACT SERVICES	8048	7633.00	95	8048	7633.00	95	.00	96595	88962.00	8
39-00	CONTINGENCY	2501	.00	0	2501	.00	0	.00	30015	30015.00	0
39 **	CONTINGENCY	2501	.00	0	2501	.00	0	.00	30015	30015.00	0
40-00	TRAVEL & PER DIEM	400	.00	0	400	.00	0	.00	4800	4800.00	0
40 **	TRAVEL & PER DIEM	400	.00	0	400	.00	0	.00	4800	4800.00	0
41-00	COMMUNICATION	200	.00	0	200	.00	0	1500.00	2403	903.00	62
41 **	COMMUNICATION	200	.00	0	200	.00	0	1500.00	2403	903.00	62
42-00	POSTAGE & FREIGHT	83	.00	0	83	.00	0	.00	1000	1000.00	0
42 **	POSTAGE & FREIGHT	83	.00	0	83	.00	0	.00	1000	1000.00	0
43-00	ELECTRIC/WATER/SEWER	1625	204.14	13	1625	204.14	13	17000.00	19500	2295.86	88
43 **	ELECTRIC/WATER/SEWER	1625	204.14	13	1625	204.14	13	17000.00	19500	2295.86	88
44-00	RENTALS AND LEASES	271	.00	0	271	.00	0	.00	3260	3260.00	0
44 **	RENTALS AND LEASES	271	.00	0	271	.00	0	.00	3260	3260.00	0
45-00	INSURANCE	625	.00	0	625	.00	0	.00	7510	7510.00	0
45 **	INSURANCE	625	.00	0	625	.00	0	.00	7510	7510.00	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
46-00	REPAIRS & MAINTENANCE	3979	.00	0	3979	.00	0	1695.00	47750	46055.00	4
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2352	.00	0	2352	.00	0	.00	28235	28235.00	0
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6331	.00	0	6331	.00	0	1695.00	75985	74290.00	2
47-00	PRINTING & BINDING	83	.00	0	83	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	83	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	416	.00	0	416	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	833	251.14-	30-	833	251.14-	30-	.00	10000	10251.14	3-
49 **	OTHER CHARGES & OBLIG.	1249	251.14-	20-	1249	251.14-	20-	.00	15000	15251.14	2-
52-00	OPERATING SUPPLIES	1148	656.77	57	1148	656.77	57	2056.40	13780	11066.83	20
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1913	.00	0	1913	.00	0	.00	22964	22964.00	0
52-33	EMPLOYEE HEALTH CENTER	125	.00	0	125	.00	0	1508.00	1508	.00	100
52 **	OPERATING SUPPLIES	3186	656.77	21	3186	656.77	21	3564.40	38252	34030.83	11
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	83	.00	0	83	.00	0	.00	1000	1000.00	0
54 **	MEMBERSHIP/PUBLICATIONS	83	.00	0	83	.00	0	.00	1000	1000.00	0
55-00	TRAINING	375	.00	0	375	.00	0	.00	4500	4500.00	0
55 **	TRAINING	375	.00	0	375	.00	0	.00	4500	4500.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	90651	.00	0	90651	.00	0	.00	1087821	1087821.00	0
63 **	INFRASTRUCTURE	90651	.00	0	90651	.00	0	.00	1087821	1087821.00	0
64-00	MACHINERY & EQUIPMENT	12588	.00	0	12588	.00	0	.00	151064	151064.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	12588	.00	0	12588	.00	0	.00	151064	151064.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	723	.00	0	723	.00	0	.00	8685	8685.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	723	.00	0	723	.00	0	.00	8685	8685.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	193623	45252.32	23	193623	45252.32	23	33529.40	2323684	2244902.28	3
GRAND	TOTAL *********	193623	45252.32	23	193623	45252.32	23	33529.40	2323684	2244902.28	3

Legislation Details (With Text)

File #:	17-482	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/31/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations_10-31-2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 1, 2017
Agenda Date: December 12, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of October 31, 2017. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	as of: All Fiscal Years Cumulative	10/31/2017 FY17Cum.	10/31/2017 FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
SW17CS	Baffle Box At Church										
Op. Rev.		327,407.00	10/24/2017	2017-113							
Project Manager:		30,000.00	contingency authorized								
account #	423-3570-538.63-00	297,407.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	DP Development of the Treasure Coast PO#		*FY 18 PO ISSUE*	FY2018		0	-	-			$ -
	Treats Stormwater Run-off										
		30,000	^contingency balance-->								
CP1501	Heart Of Cocoa Meeting Room										
Op. Rev.		160,000.00	10/24/2017	2017-104							
Project Manager:		3,125.00	contingency authorized								
account #	301-3580-519-62-00	156,875.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	C&D Consturction PO#		*FY 18 PO ISSUE*	FY2018		0	-	-			$ -
	Community Meeting Room										
		3,125	^contingency balance-->								
WS1201	Subaqueous pipeline protection repair & stabilization of 36" PCCP WM along SR520										
Op. Rev.		336,306.00	9/26/2017	2017-89							
Project Manager:		43,866.00	contingency authorized								
account #	421-4025-536 46-00	292,440.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Anderson Diving PO#		FY17 PO Issue			0	-	-			$ -
	placement of 10,000 sement rip rap bags on exposed pipe for protection and support		*FY 18 PO ISSUE*	FY2018							
		43,866	^contingency balance-->								
WS17F3	Utility Lines Extension fo Fire Stn #3										
Op. Rev.		376,359.47	5/9/2017	2017-51							
Project Manager:		34,214.00	contingency authorized								
account #	421-4055-536-63-00	342,145.47	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	W&J Construction Corp PO# 70501		FY17 PO Issue		33141	342,145 47	342,145.47	342,145.47			$ -
	Utility Line Extensions Fire Station #3		*Pending FY17 Liquidation*			(342,145.47)	-	-			
			FY 18 PO ISSUE	FY2018			-	-	-		
		34,214	^contingency balance-->								
PW17VS	SR520 Improvements										
Op. Rev		98,881.00	4/11/2017	2017-38							
Project Manager:		5,000.00	contingency authorized								
account #	001-3510-541-63-00	93,881.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Vericon Construction Company PO# 70369		FY17 PO Issue		32961	93,881.00	93,881.00	93,881.00			$ 39,111.00
	SR520 Improvements		*Pending FY17 Liquidation*			(54,770.00)	39,111.00	39,111.00			
			FY 18 PO ISSUE	FY2018			39,111.00	39,111.00	-		
		5,000	^contingency balance-->								
WS17SS	School Street Water Main Replacement										
Op. Rev.		252,950.00	4/11/2017	2017-35							
Project Manager:		22,995.00	contingency authorized								
account #	421-4025-536-63-00	229,955.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Jobear Contracting Inc. PO# 70333		FY17 PO Issue		32942	229,955.00	229,955.00	229,955.00			$ 216,556.20
	School Street Water Main Replacement		*CO#1*		33160	21,800.00	251,755.00	251,755.00			
			Pending FY17 Liquidation			(35,198.80)	216,556.20	216,556.20			
			FY 18 PO ISSUE	FY2018			216,556.20	216,556.20	-		
		1,195	^contingency balance-->								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
CP16F1	Fire Station 1										
Op. Rev.		3,392,330.00	7/12/16 and 2/28/17	2017-21							
Project Manager:											
account #	301-3580-519-62-00	3,392,330.00	This is the Guaranteed Maximum Price				Cumulative	FY17 cum	FY18 cum		
	W & J Construction PO# 69154/71229		FY17 PO Issue		31565	3,605,586.00	3,605,586.00	3,605,586.00			$ 2,093,976.58
	Fire Station 1 Q-16-07-COC		CO#1		32632	(213,256.00)	3,392,330.00	3,392,330.00			
			CO#2		32698	(122,581.70)	3,269,748.30	3,269,748.30			
			CO#3		32759	(40,515.00)	3,229,233.30	3,229,233.30			
			CO#4		32884	(164,164.99)	3,065,068.31	3,065,068.31			
			CO#5		33282	(100,690.92)	2,964,377.39	2,964,377.39			
			CO#6		33334	(148,595.00)	2,815,782.39	2,815,782.39			
			CO#7		34000	(34,006.64)	2,781,775.75	2,781,775.75			
			Pending FY17 Liquidation			(687,799.17)	2,093,976.58	2,093,976.58			
			FY 18 PO ISSUE	FY2018	34133	687,799.17	2,781,775.75	2,093,976.58	687,799.17	$ -	
	NOTE: This is a different formula, different authorization>	610,554	^"Owners Contingency Fund" balance-->								
WS0904											
Op. Rev.		305,000.00	1/10/2017	2017-08							
Project Manager:		27,500.00	contingency authorized								
account #	421-4125-536-63-00	277,500.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Insituform Tech, LLC PO# 69897		FY17 PO Issue		32320	277,500.00	277,500.00	277,500.00			$ 267,270.30
	Bid No.City of Daytona Bid Contract 0113-1010		*Pending FY17 Liquidation*			(10,229.70)	267,270.30	267,270.30			
			FY 18 PO ISSUE	FY2018			267,270.30	267,270.30	-		
		27,500	^contingency balance-->								
WS16UP	Utility Privatization										
Op Rev		1,531,934.00	7/26/16 #16-298	2016-74							
Project Manager:		283,806.00	contingency authorized								
account #	421-4010-536-31-00	1,248,128.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	CH2M Hill PO# 69690		FY2017 PO#69690	FY 2017	31967	847,086.89	847,086.89	847,086.89			$ 87,555.68
	CDM Smith PO#69691		FY2017 PO#69691		32006	158,970.00	1,006,056.89	1,006,056.89			$ -
	Hawksley (Stantec) PO#69908		FY2017 PO#69908		32409	189,591.00	1,195,647.89	1,195,647.89			$ -
			PO# 69691 Pending FY17 Liquidation			(158,970.00)	1,036,677.89	1,036,677.89			
			PO# 69690 Pending FY17 Liquidation			(759,531.21)	277,146.68	277,146.68			
			PO# 69908 Pending FY17 Liquidation			(189,591.00)	87,555.68	87,555.68			
			FY 18 PO ISSUE	FY2018			87,555.68	87,555.68	-		
			FY 18 PO ISSUE								
			FY 18 PO ISSUE								
	This was originally assigned the wrong project #WS17AF.	283,806	^contingency balance-->								
WSLS04	Lift Station #4 Improvements										
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)	2016-63							
Project Manager:		56,170.00	contingency authorized								
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	L7 Construction Inc PO# 68449/69693		FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00				$ 525,330.34
	Bid No. B-16-14-COC		*PO 68449 FY16 Year-End PO Liquidation*			(534,700.00)	27,000.00				
			FY 2017 PO Issued	FY 2017	32068	534,700.00	561,700.00	534,700.00			
			CO#1		32196	3,418.82	565,118.82	538,118.82			
			CO#2		32914	6,269.00	571,387.82	544,387.82			
			CO#3		33279	2,533.64	573,921.46	546,921.46			
			CO#4		33387	3,145.40	577,066.86	550,066.86			
			CO#5		33508	4,333.50	581,400.36	554,400.36			
			Pending FY17 Liquidation			(29,070.02)	525,330.34	525,330.34			
			FY 18 PO ISSUE	FY2018			525,330.34	525,330.34	-		
		36,470	^contingency balance-->								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures	
WS1222	WRF Motor Controls Sellers											
Op. Rev.		2,334,400.20	4/12/2016	2016-37								
Project Manager:		212,218.20	contingency authorized									
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum			
	Chinchor Electric Inc PO# 68119/69705		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00				$ 1,458,803.25	
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33					
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00	1,938,748.67				
			CO#1		32212	119,650.85	2,241,832.85	2,058,399.52				
			Pending FY17 Liquidation			(599,596.27)	1,458,803.25	1,458,803.25				
			FY 18 PO ISSUE	FY2018			1,458,803.25	1,458,803.25	-			
		92,567	^contingency balance-->									
CP16F3	Fire Station #3 Design											
Op. Rev.	SR524	161,916.30	12/8/2015 & 10/24/17	2016-16 & 2017-112								
Project Manager		7,710.30	contingency authorized 5%									
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum			
	Bid No. RFQ-11-12-COC											
	Architects Design Group PO#67485/69346		FY16 PO Issue	FY2016	29395	154,206.00	154,206.00				$ 604.47	
			CO#1Design and Landscape revisions		30999	6,460.00	160,666.00				$ 20,727.85	
			PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40					
	Architects RZK PO#69801/71235		FY 2017 PO 69346 Issue (reissue PO67485)	FY 2017	31768	551.75	124,224.15	551.75				
			FY 2017 PO 69346 Issue (adds $$ to reissue of PO67485)		31768	52.72	124,276.87	604.47				
			FY 2017 PO 69708 (reissue balance of FY16 PO#67485 to new vendor per agenda memo V.9 1/10/2017)		32160	36,441.85	160,718.72	37,046.32				6,512.72
**There is no project contingency on the contruction piece of this project.			*Pending FY17 Liquidation*			(15,714.00)	145,004.72	21,332.32				
			FY 18 PO ISSUE	FY2018	34197	15,714.00	160,718.72	21,332.32	15,714.00			
	"contingency is for primary construction contract and any additional related service contracts per Res. 2016-16	1,197.58	^contingency balance-->									
CP16F2	Fire Station #2 Design Brunson Blvd.											
Op. Rev.		118,490.20	1/12/2016	2016-15; 2016-104	2017-111							
Project Manager		15,166.20	contingency authorized 5% 2/23/16; Council Approved $10k Increase 9/27/16									
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum			
	Bid No. RFQ-11-12-COC											
	Architects Design Group PO#67486/69348/69645		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00					
	Architects RZK FY18-71233		*CO#2*		30996	9,992.00	113,316.00					
	Vendor Architects RZK PO#69801 for $70,508 (PR#32265) not charged against contingency. TO#2017-03 approved 01/10/2017 V.2. File #17-7.		*FY16 Liquidation*			(37,965.91)	75,350.09					
			FY 17 PO Issue #69348 (reissue FY16 PO#67486)	FY2017	31770	6,143.40	81,493.49	6,143.40			$ 6,143.40	
			PO#69645 (reissue FY16 PO#67486)		32092	3,775.00	85,268.49	9,918.40			$ 4,549.53	
**There is no project contingency on the contruction piece of this project			*CO#1 PO#69645*		32264	774.53	86,043.02	10,692.93				
			FY 18 PO ISSUE	FY2018	34187	15,714.00	101,757.02	10,692.93	15,714.00			
	"contingency is for primary construction contract only per Res. 2016-104 (Res. 2016-15 included "any additional service contracts")	5,174	^contingency balance-->									
* Fire Stations 1 and 2 were switched after Council												
WS1402	Reject Pond Rehab - Engineering Services											
Op. Rev.		9,425,900.00	12/8/2015	2015-091								
Project Manager:		856,900.00	contingency authorized									
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum			
	PETTICOTT-SCHMITT PO# 67619/69660		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00				$ 5,531,981.69	
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00					
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23					
				FY2017	31822	6,815,828.77	8,636,311.00	6,815,828.77				
			CO#1		32217	1,243.00	8,637,554.00	6,817,071.77				
			CO#2		32311	77,406.00	8,714,960.00	6,894,477.77				
			CO#3		32488	15,311.00	8,730,271.00	6,909,788.77				
			CO#4		33475	(1,750.00)	8,728,521.00	6,908,038.77				
			CO#5		33669	10,956.00	8,739,477.00	6,918,994.77				
			Pending FY17 Liquidation			(1,387,013.08)	7,352,463.92	5,531,981.69		$ -		
			FY 18 PO ISSUE	FY2018			7,352,463.92	5,531,981.69	-			
		686,423	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.		FY2018 Expenditures	FY2017 Expenditures
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements												
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00							
Project Manager:		110,347.00	10% contingency authorized of $1,103,473										
account # 421-4055-536-63-00		1,103,473.00	exp authorized before contingency					Cumulative	FY17 cum	FY18 cum			
	Brandes Design-Build, Inc. PO # 67359/69616		FY15 PO Issue	FY 2015	27257	1,103,473.00		1,103,473.00					$ 15,300.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)		220,050.00					
			FY16 PO Issue	FY 2016	29146	883,423.00		1,103,473.00					
			CO#1		29489	7,268.19		1,110,741.19					
			E		30181	7,419.37		1,118,160.56					
			CO#3		30320	32,643.88		1,150,804.44					
			PO 67359 FY16 Year-End PO Liquidation			(130,380.44)		1,020,424.00					
				FY2017	31997	130,380.44		1,150,804.44	130,380.44				
			CO#4		33777	(37,061.00)		1,113,743.44	93,319.44				
			Pending FY17 Liquidation			(78,019.44)		1,035,724.00	15,300.00				
			FY 18 PO ISSUE	FY2018				1,035,724.00	15,300.00	-			
		63,016	^contingency balance-->										
WS1001	Industrial Park Pump Station												
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138									
Project Manager:		444,500.00	10% contingency authorized			63-00							
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency					Cumulative	FY17 cum	FY18 cum			
	Brandes Design-Build. PO #67318/69608		FY15 PO Issue	FY 2015	26451	4,445,000.00		4,445,000.00					
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41		4,486,985.41					
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50		4,501,559.91					
	Quentin Hampton P.O. #67460/69493		*PO 65207 FY15 Year-End PO Liquidation*			(1,542,102.38)		2,959,457.53					
			FY16 PO Issue PO# 67318	FY2016	29192	**1,542,102.38**		4,501,559.91			v		
	Mead & Hunt (formerly QLH) PO #70943		*TO 2015-67 P.O. 67455 TO CH2M for Scada Programing*		29315	21,434.07		4,522,993.98			v		
			PO# 67460 to QLH for SDC		29381	53,001.11		4,575,995.09			v		
	CH2M Hill PO #67455/		*CO # 1 PO 67460 Additional Services Industrial Park*		29593	23,033.00		4,599,028.09					
			CO#1 PO 67318		29647	**53,686.38**		4,652,714.47					
			CO#2 install electronic indicators PO 67318		30007	**8,917.65**		4,661,632.12					
			CO#2 additional inspection services PO# 67460		30758	18,000.00		4,679,632.12					
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)		3,873,284.32					
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)		3,847,219.98					
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)		3,834,600.83					
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34		3,860,665.17	26,064.34				$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80		4,667,012.97	832,412.14				$ 386,032.50
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)		4,655,728.58	821,127.75				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39		4,667,012.97	832,412.14				$ 1,300.00
			PO# CH2M Hill (reissue PO#67455)					4,667,012.97	832,412.14				
			PO# 69608 Pending FY17 Liquidation		31980	(420,315.30)		4,246,697.67	412,096.84				
			PO# 70943 Pending FY17 Liquidation		33736	(9,984.39)		4,236,713.28	402,112.45				
			FY 18 PO ISSUE	FY2018				4,236,713.28	402,112.45	-			
		209,868	^contingency balance-->										
WS1117	SCADA Support Hardware Integration Services												
Op Rev.		3,145,938.40	8/12/14 VIII.5	2014-090									
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00						
account #421-4055-536.63-00		2,316,644.00	exp authorized before contingency										
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5					Cumulative	FY17 cum	FY18 cum			
	CH2M Hill Engineers, Inc. FY2014 PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00					$ 244,575.44
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-					
	CH2M Hill Engineers, Inc. FY 2015 PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00					
					26634		(2,316,644.00)						
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		*CO#1-account number change only 421-4055-536.63-00*		26634	2,253,869.00	62,775.00	2,316,644.00					
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00					
	CH2M Hill Engineers, Inc. FY 2017 PO# 69602		*CO#3-to correct CO#2 Internal use only to put into right account*		n/a			2,914,274.00					
			FY15 Year-End PO Liquidation				-	1,544,805.10					
	Same project, different task orders, not from "contingency"		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00					
	CH2M Hill Engineers, Inc. PO# 67260		*FY16 Year-End PO Liquidation*			(13,217.56)		2,901,056.44					
	CH2M Hill Engineers, Inc. PO# 67261		PO# 69602 FY17 PO Issue	FY2017	31776	13,217.56		2,914,274.00	13,217.56				
	CH2M Hill Engineers, Inc. PO# 67263		CO#1 to PO#69602		31776	231,520.00		3,145,794.00	244,737.56				
	CH2M Hill Engineers, Inc. PO# 67264		*Pending FY17 Liquidation*			(162.12)		3,145,631.88	244,575.44				
				FY2018				3,145,631.88	244,575.44	-			
		$ 144.40	^contingency balance-->										

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures	
WS1222	BNR Process Improvements												
DER restricted + Op.Rev		2,970,900.00	08/13/13 VIII.7	2013-083									
account #421 4120 536 63-00 + 64-00		191,900.00	contingency authorized										
		2,779,000.00	constr' exp authorized before contingency										
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037									
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order										
		76,000	Emergency Task Order authorized ($76k before task order contingency)										
						63-00	64-00	Cumulative	FY17 cum	FY18 cum		FY17	FY14
Brandes Design-Build, Inc. FY2013 PO# 62086													
Bid No. B-13-11-COC													
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00					$ 2,023,431.73 $ 50,000.00
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)						
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00					
Brandes Design-Build, Inc. FY2016 PO# 67346			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29					
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73					
JoBear Contracting FY2016 PO# 68561			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29					
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29					
					26917	10,200.00		2,823,016.29					
Brandes FY2017 PO# 69615			CO #3 Cable Tray		27079	5,978.14		2,828,994.43					
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43					
CDM Smith FY2017 PO# 69522/69955/69956 FY2018 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38					
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43	-				
Chinchor Electric FY2017 PO#69705					29249	32,800.00		2,871,794.43					
			CO#1		29329	(5,000.00)		2,866,794.43					
			CO#2		29212	4,151.50		2,870,945.93					
			CO#3		29905	5,327.32		2,876,273.25					
			CO#4		30046	(5,327.32)		2,870,945.93					
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43					
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93					
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09				$ 5,085.16	PO#68047 complete
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03					
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09	33,812.06			$ -	PO#69615
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09	34,482.06			$ 13,906.75	PO#69522
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09	47,732.06			$ 52,685.00	PO#69955
			PO# 69615 Pending FY17 Liquidation			(33,812.06)		2,872,062.03	13,920.00			$ 158,790.00	PO#69956
			PO# 69522 Pending FY17 Liquidation			(13.25)		2,872,048.78	13,906.75				PO#69705
				FY2018	34520	13.25		2,872,062.03	13,906.75	13.25			
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00				$ -	
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete							
		65,026	^contingency balance--> for Brandes Design-Build										
		10,000	^contingency balance--> for Maxwell Contracting										

Legislation Details (With Text)

File #:	17-492	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/7/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for September & October, 2017. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	September 2017 Council Report by District October 2017 Council Report by District .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 7, 2017
Agenda Date: November 28, 2017
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crime that are Uniform Crime reportable. Attached is the September and October 2017 reports.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

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Cocoa Police Department

Council Report

September 2017

Prepared by Dailaity Henson

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Locations of Incidents 8
Incidents and Case Reports by Shift 10
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month – 2017 ,2016, & 2015 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

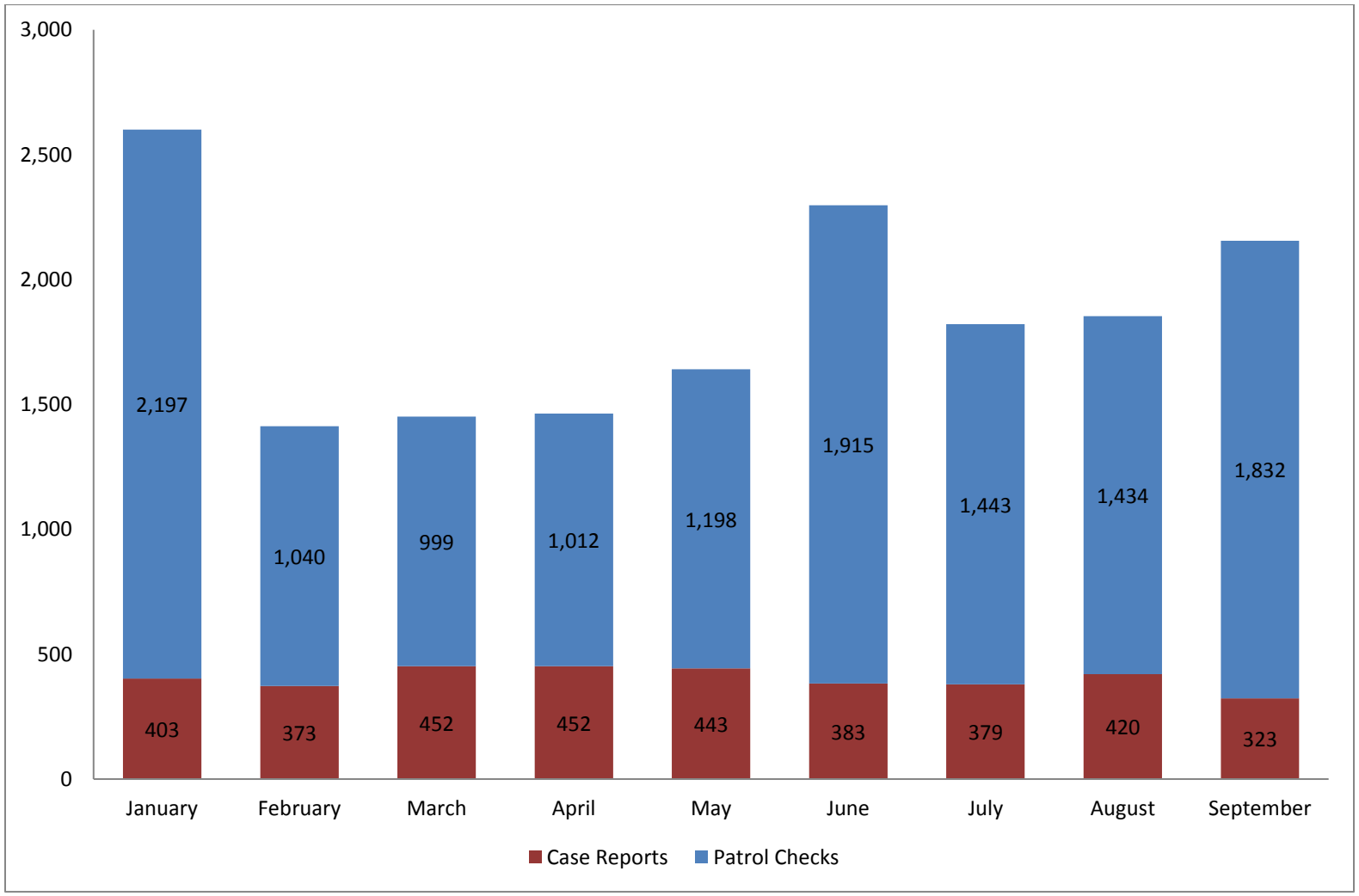
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for September 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 4,675 incidents
- 323 Case Reports (7% of incidents)
  - 170 Criminal Case Reports (52% of all case reports)
  - 153 Non-Criminal Case Reports (47% of case reports)
  - 60 Criminal Case Reports were closed by Arrests/Capias Requests (35% of criminal case reports)
  - 21 Non-Criminal Case Reports were closed by Arrests/Capias Request (14% of non-criminal cases reports)
- 2,453 incidents were initiated by police officers (52%)
- District 1 experienced the most cases with a total of 130
- District 3 experienced the fewest cases with a total of 35
- Motor Vehicle Thefts Offenses have ***increased*** by a 75% from the previous month
- Burglary Offenses have ***decreased*** by a 5% from the previous month
- Robbery Offenses have ***decreased*** by a 25% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by a 11%

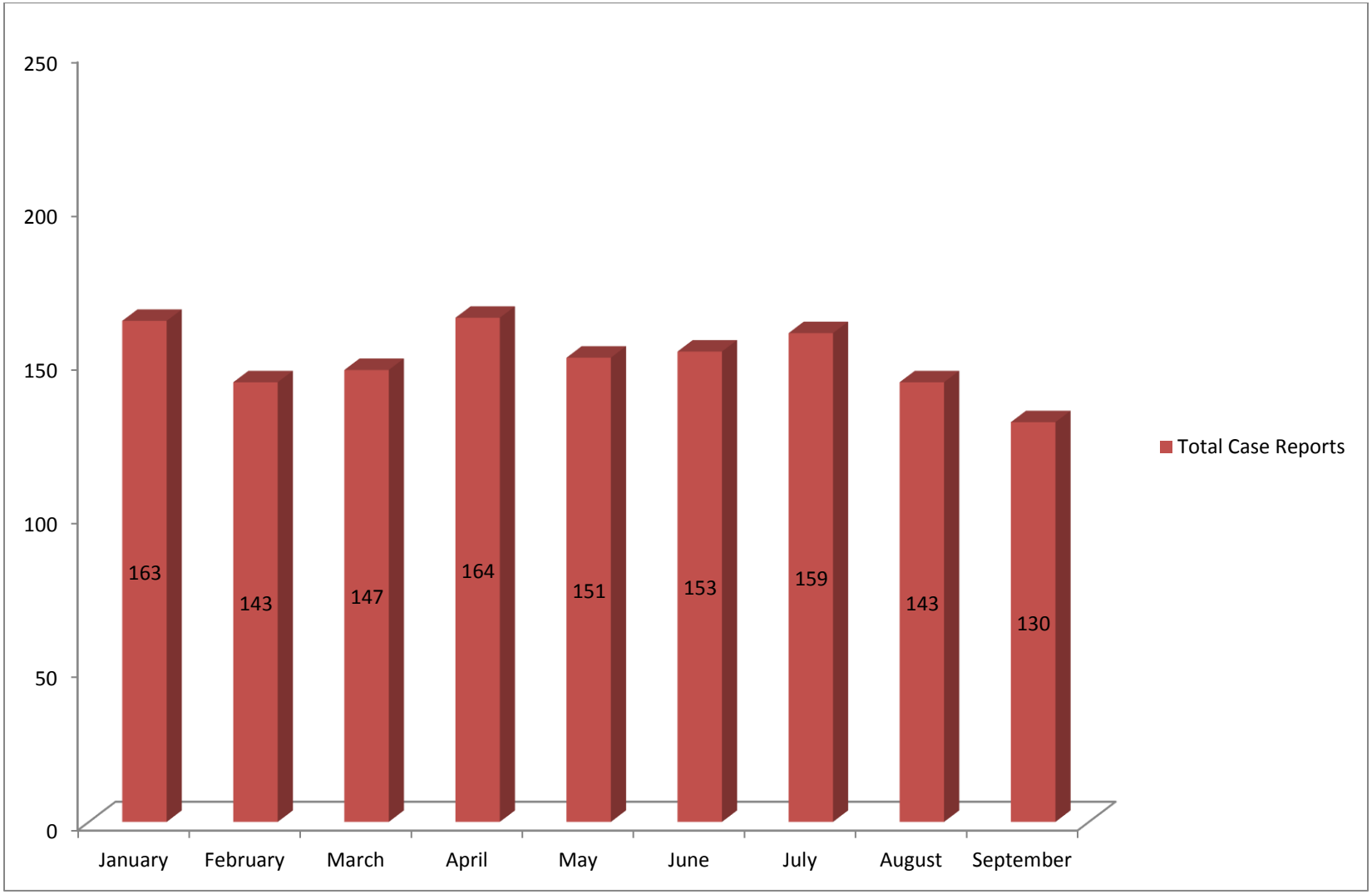
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



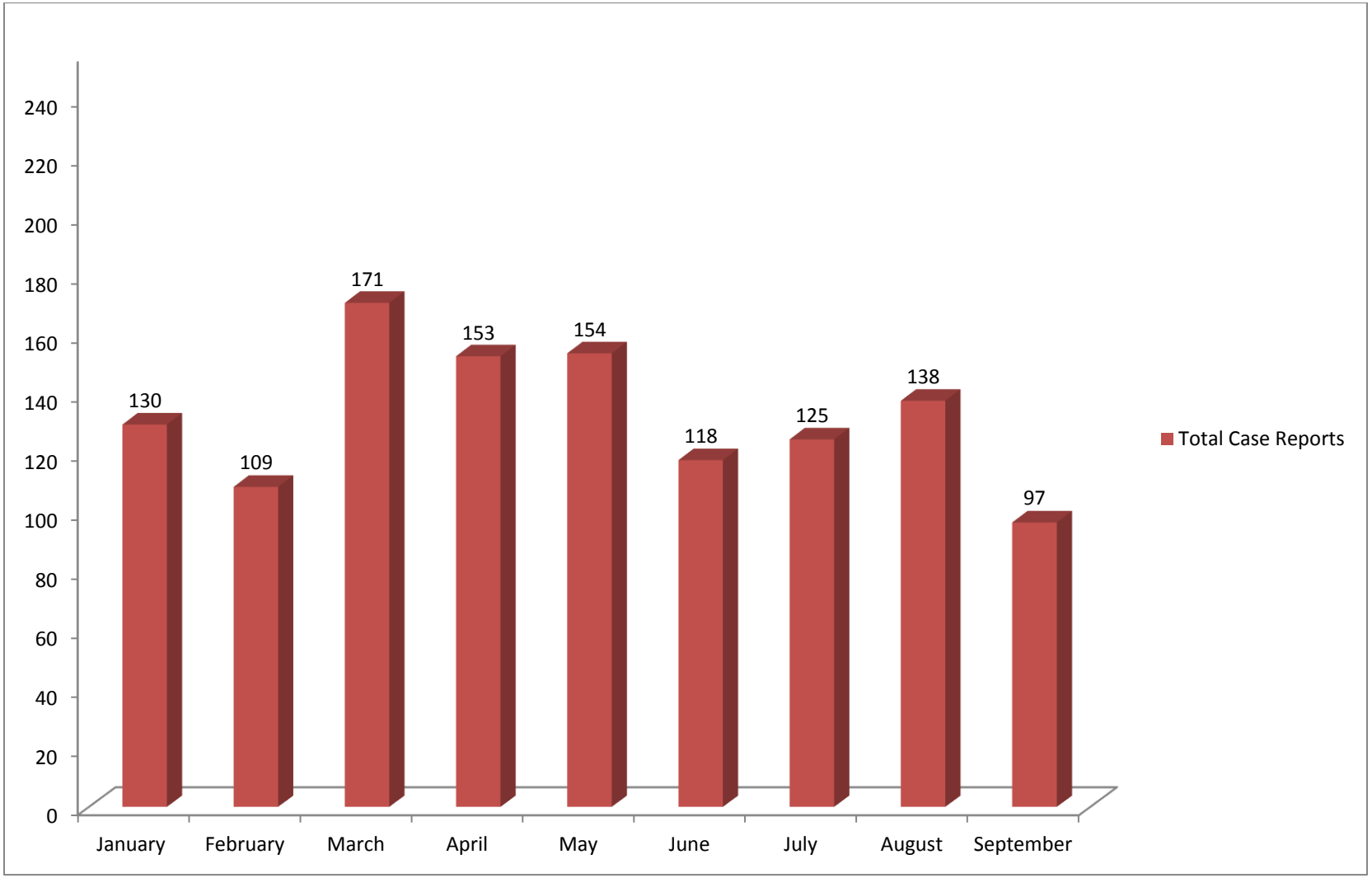
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



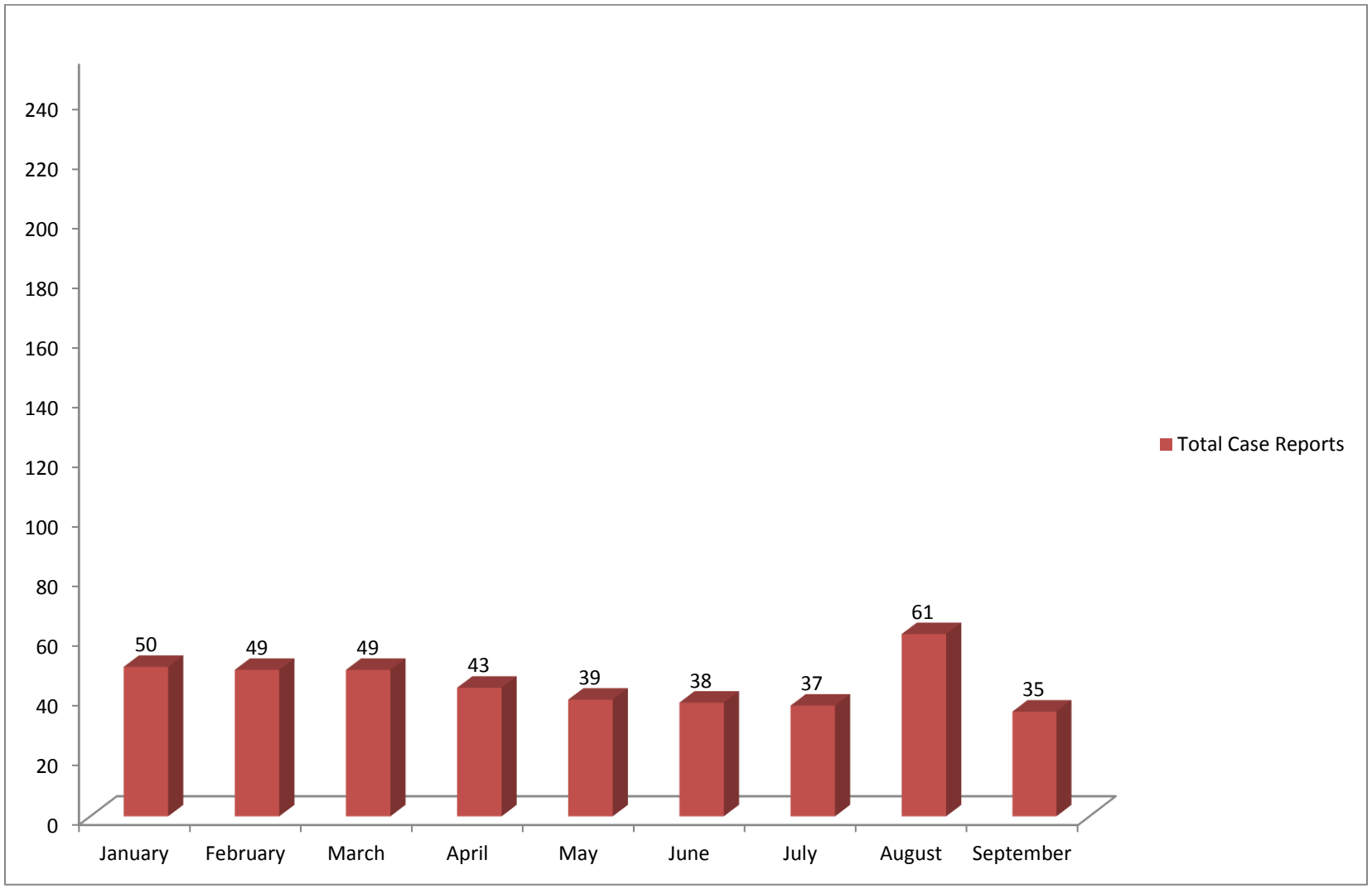
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



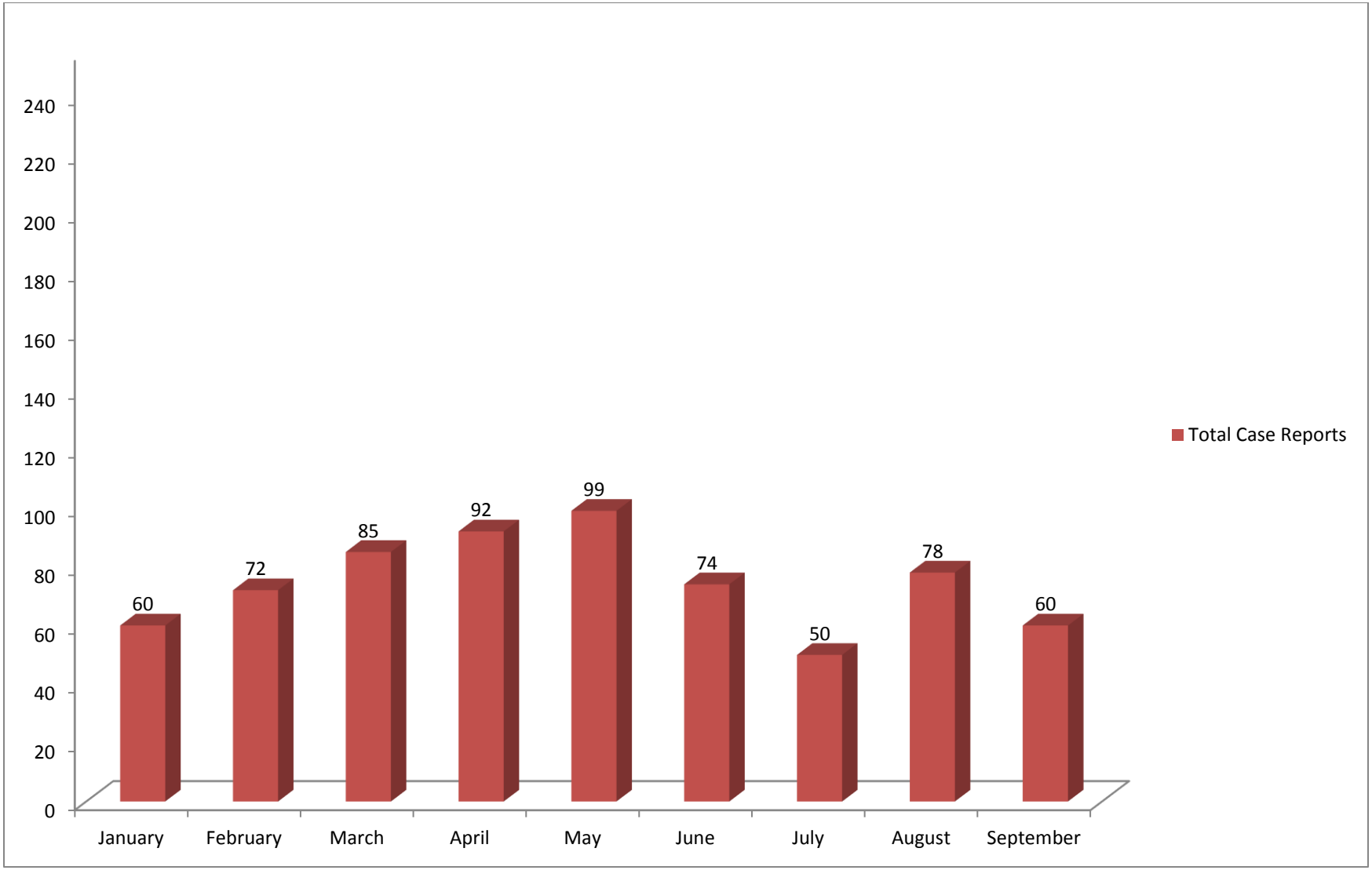
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

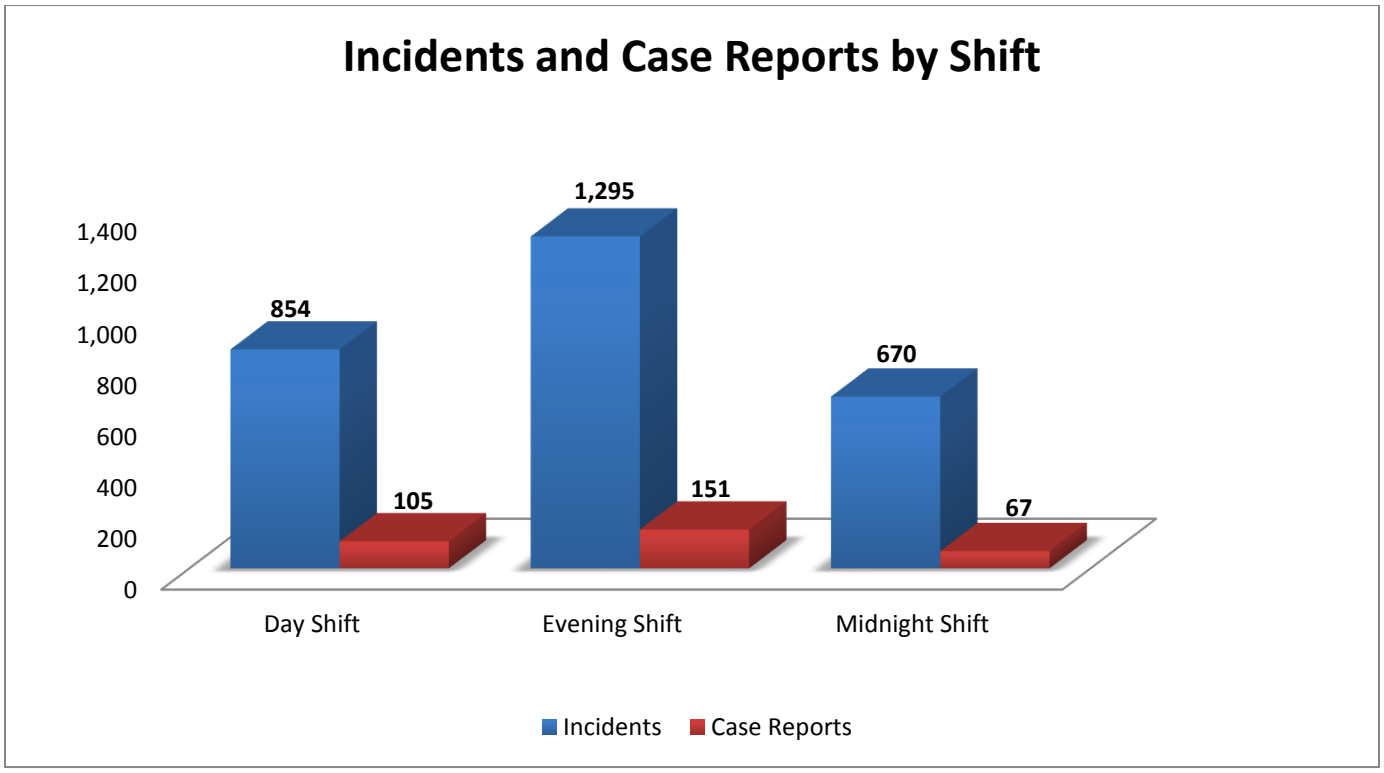
The table below illustrates the total of Incidents and Cases from September 1, 2017 thought September 30, 2017 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	66	13
1407 Dixon Blvd	50	18
900 Friday Rd	37	1
1514 Clearlake Rd	22	4
1080 N. Fiske	20	5
800 N. Fiske	14	2
1010 N. Fiske Blvd	7	1
1524 Clearlake Rd	6	0
TOTAL	222	44

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



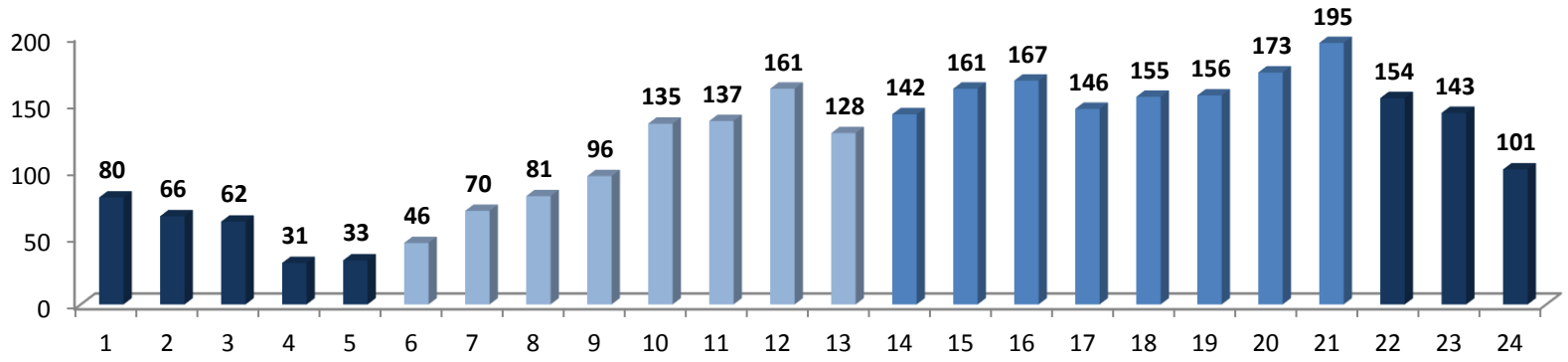
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

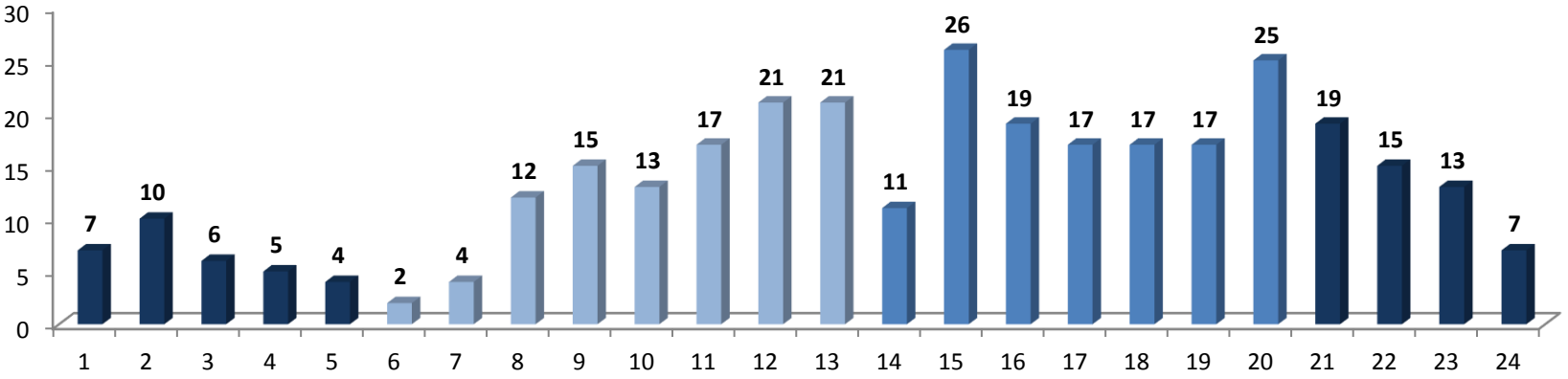
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day including Patrol Checks.

Incidents by Hour

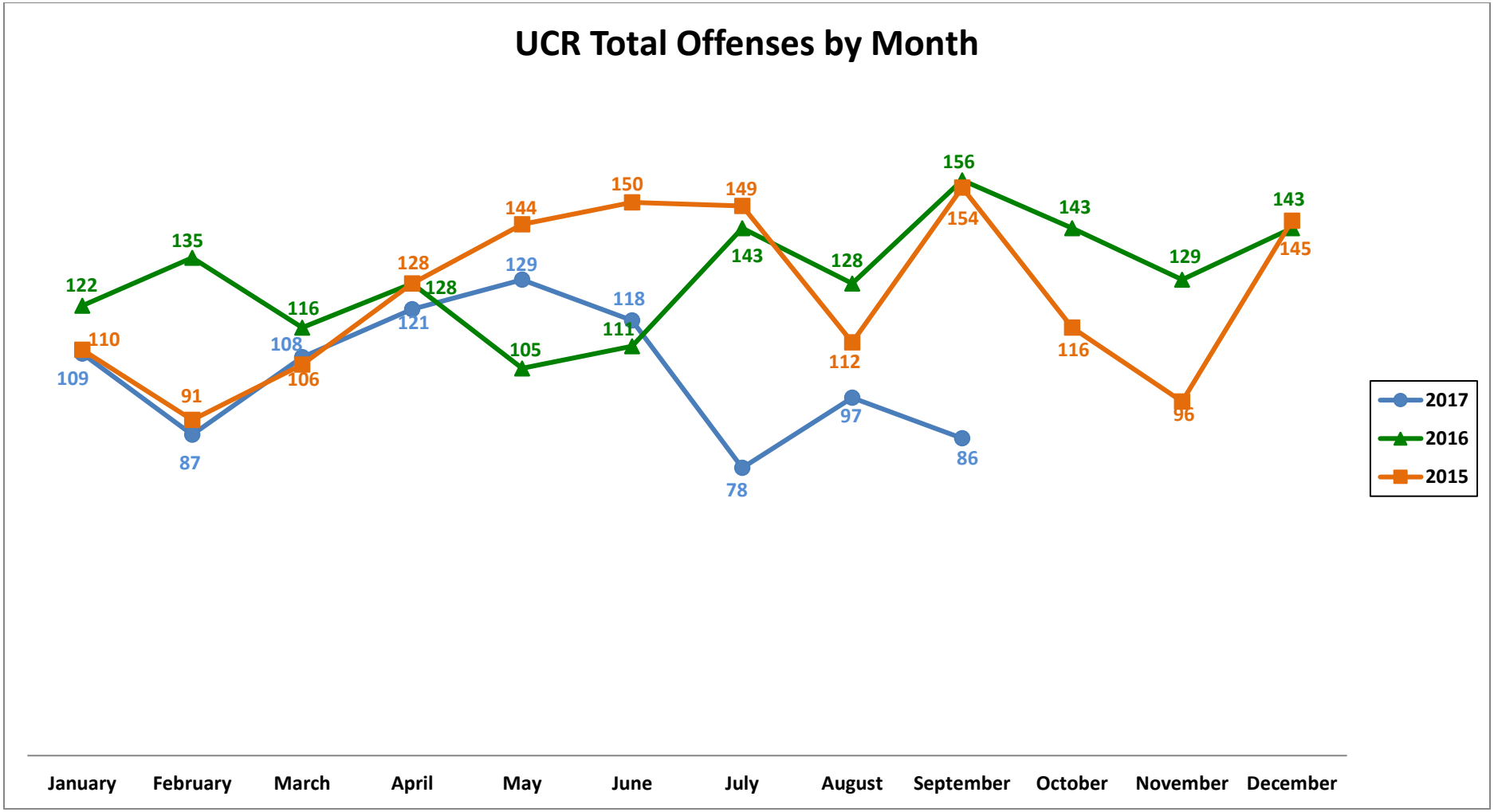


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2017, 2016 & 2015



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2017 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department

Council Report

October 2017

Prepared by Dailaity Henson

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District 3 Case Reports 6
District 4 Case Reports 7
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Total UCR Offenses by Month – 2017 ,2016, & 2015 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

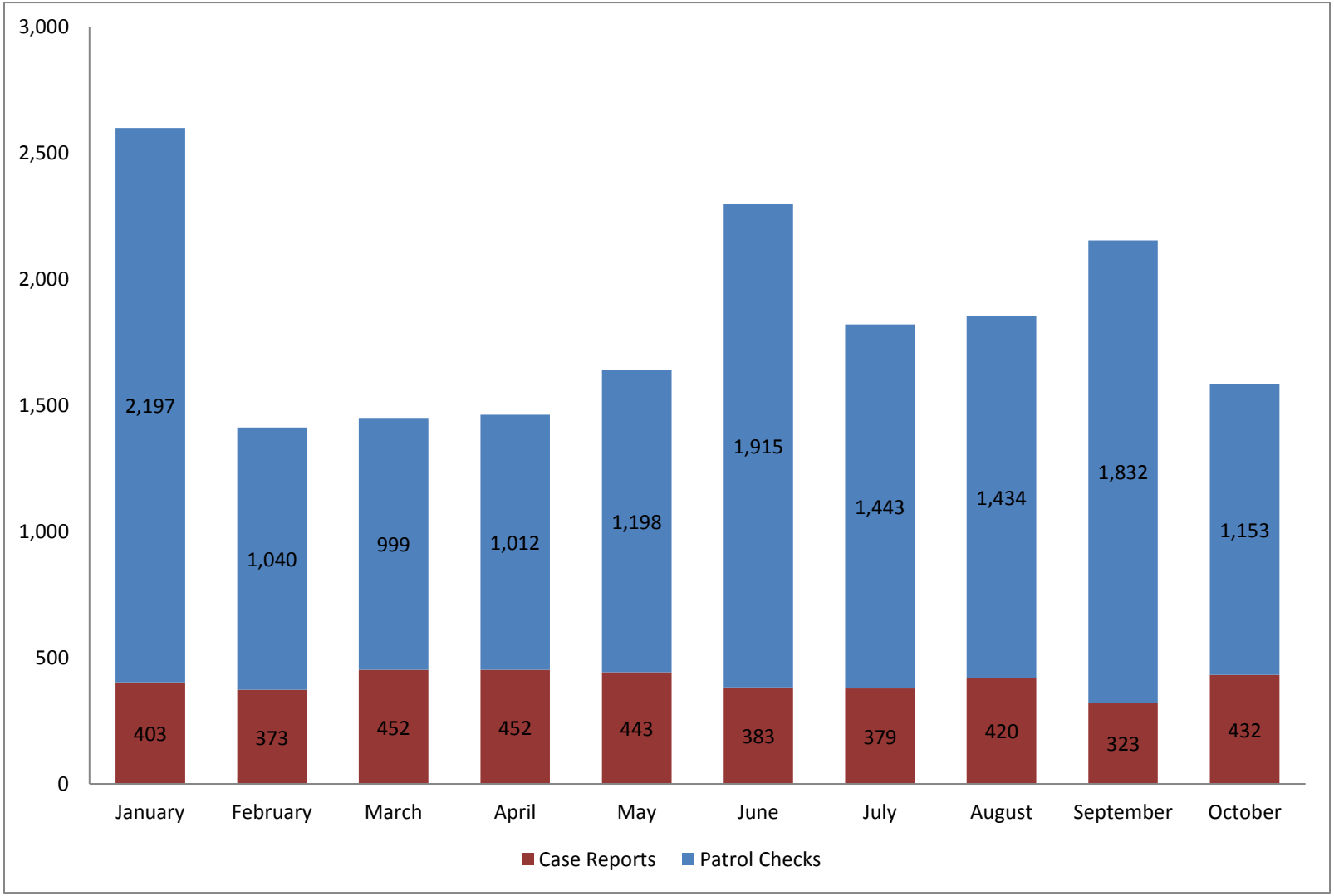
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for October 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 3,837 incidents
- 432 Case Reports (11% of incidents)
  - 249 Criminal Case Reports (58% of all case reports)
  - 186 Non-Criminal Case Reports (43% of case reports)
  - 91 Criminal Case Reports were closed by Arrests/Capias Requests (37% of criminal case reports)
  - 17 Non-Criminal Case Reports were closed by Arrests/Capias Request (9% of non-criminal cases reports)
- 1,847 incidents were initiated by police officers (48%)
- District 1 experienced the most cases with a total of 165
- District 3 experienced the fewest cases with a total of 72
- Motor Vehicle Thefts Offenses have ***increased*** by a 14% from the previous month
- Burglary Offenses have ***decreased*** by a 44% from the previous month
- Sex Offenses have ***decreased*** by a 100% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by a 7%

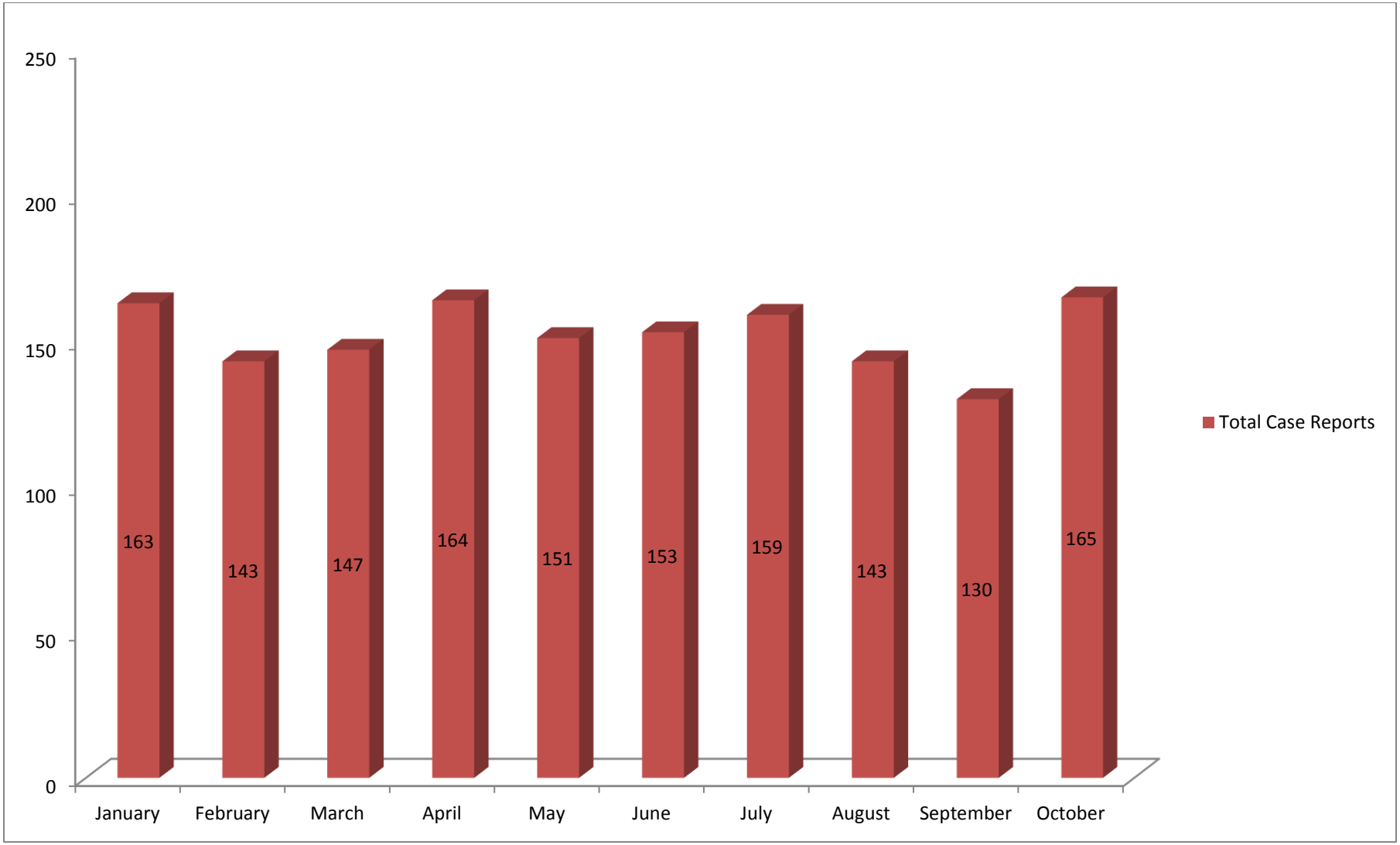
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



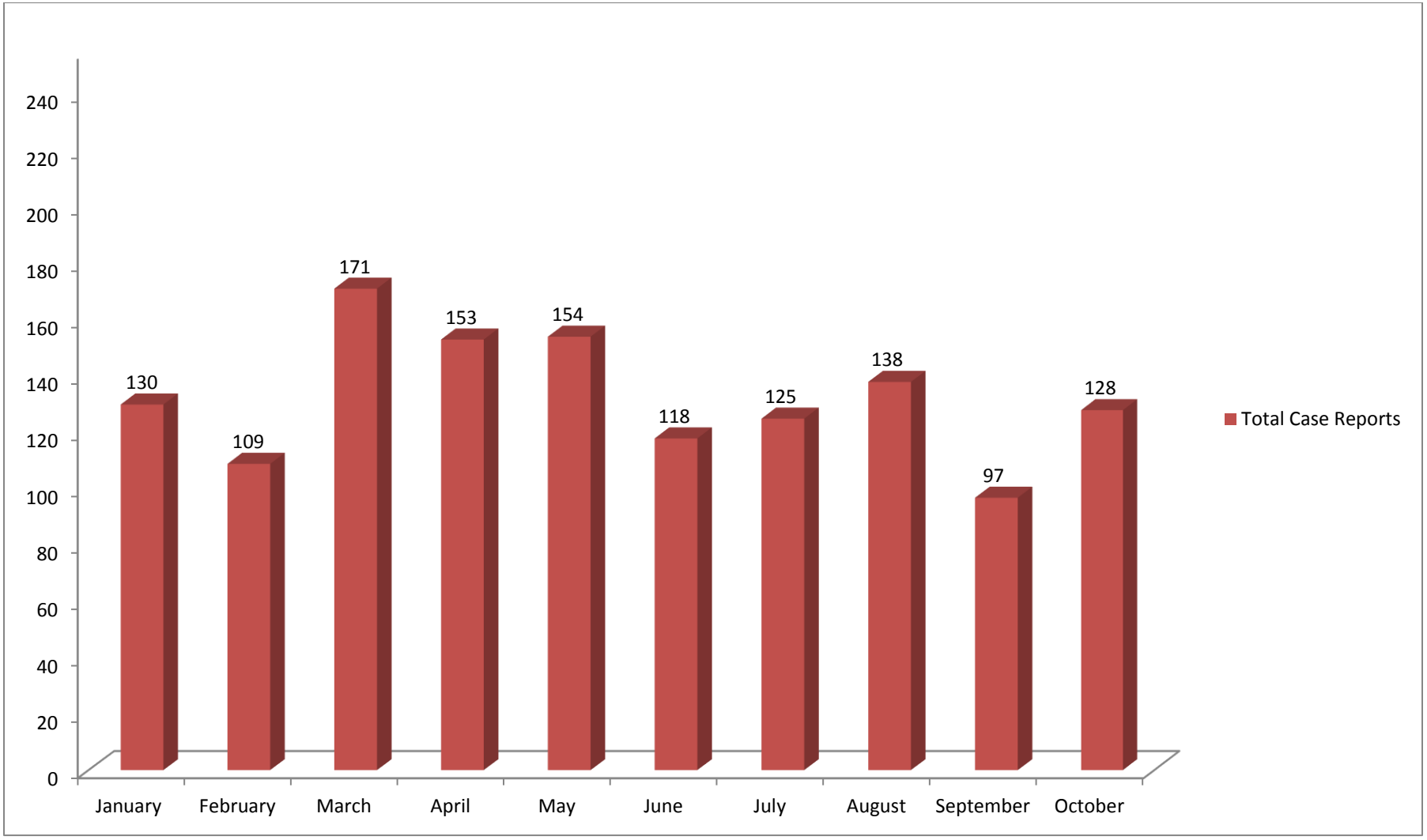
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



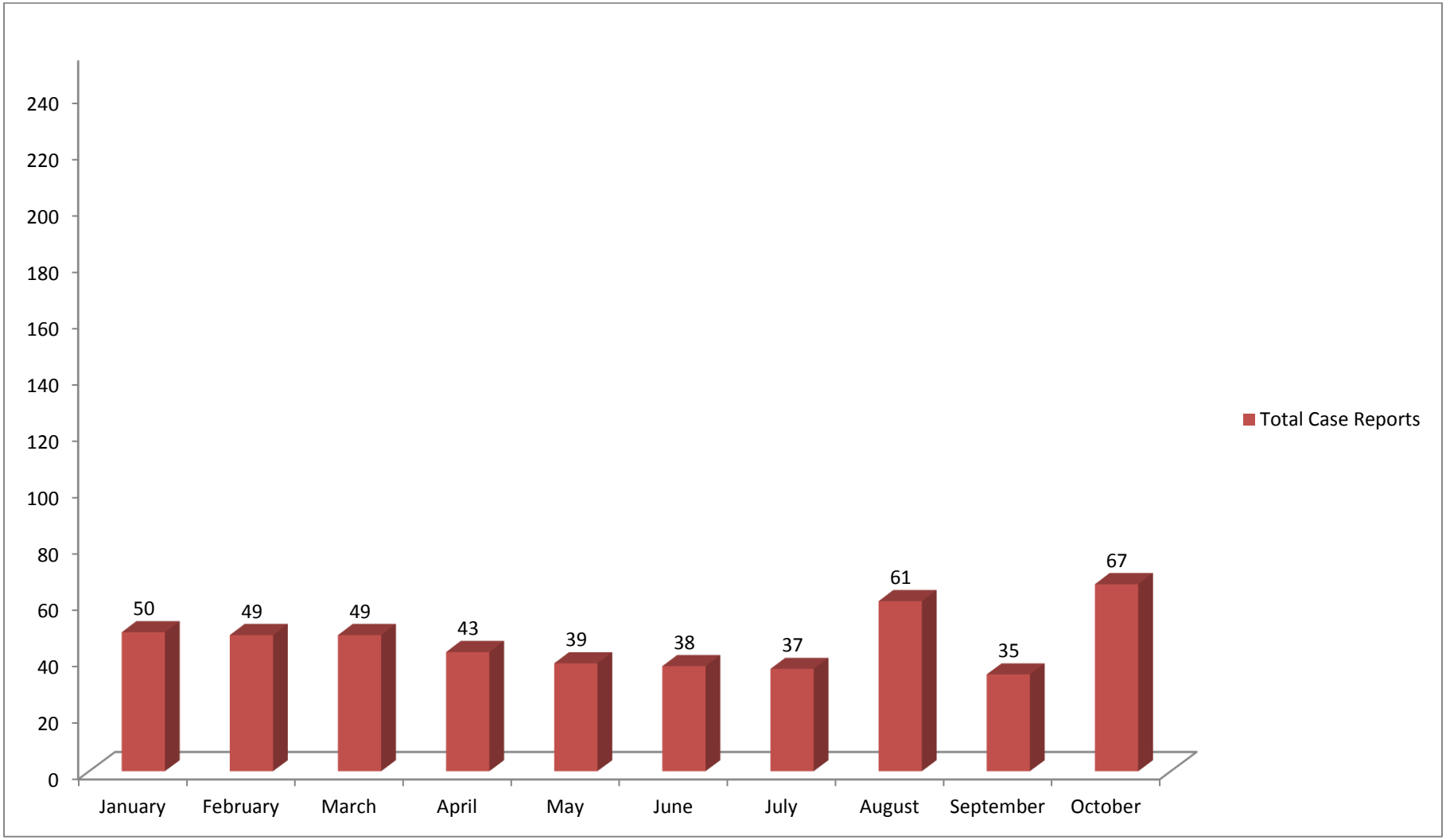
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



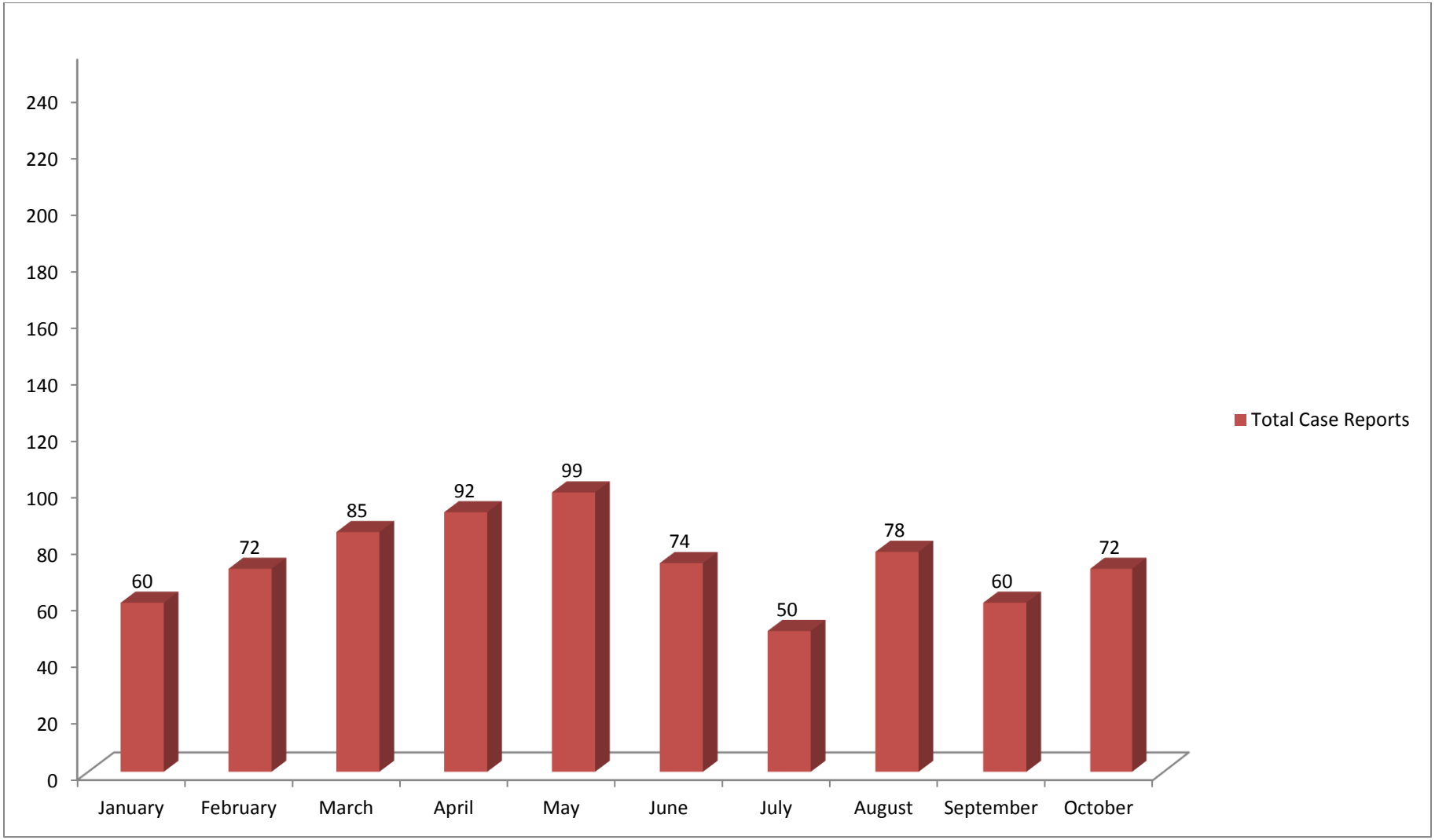
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

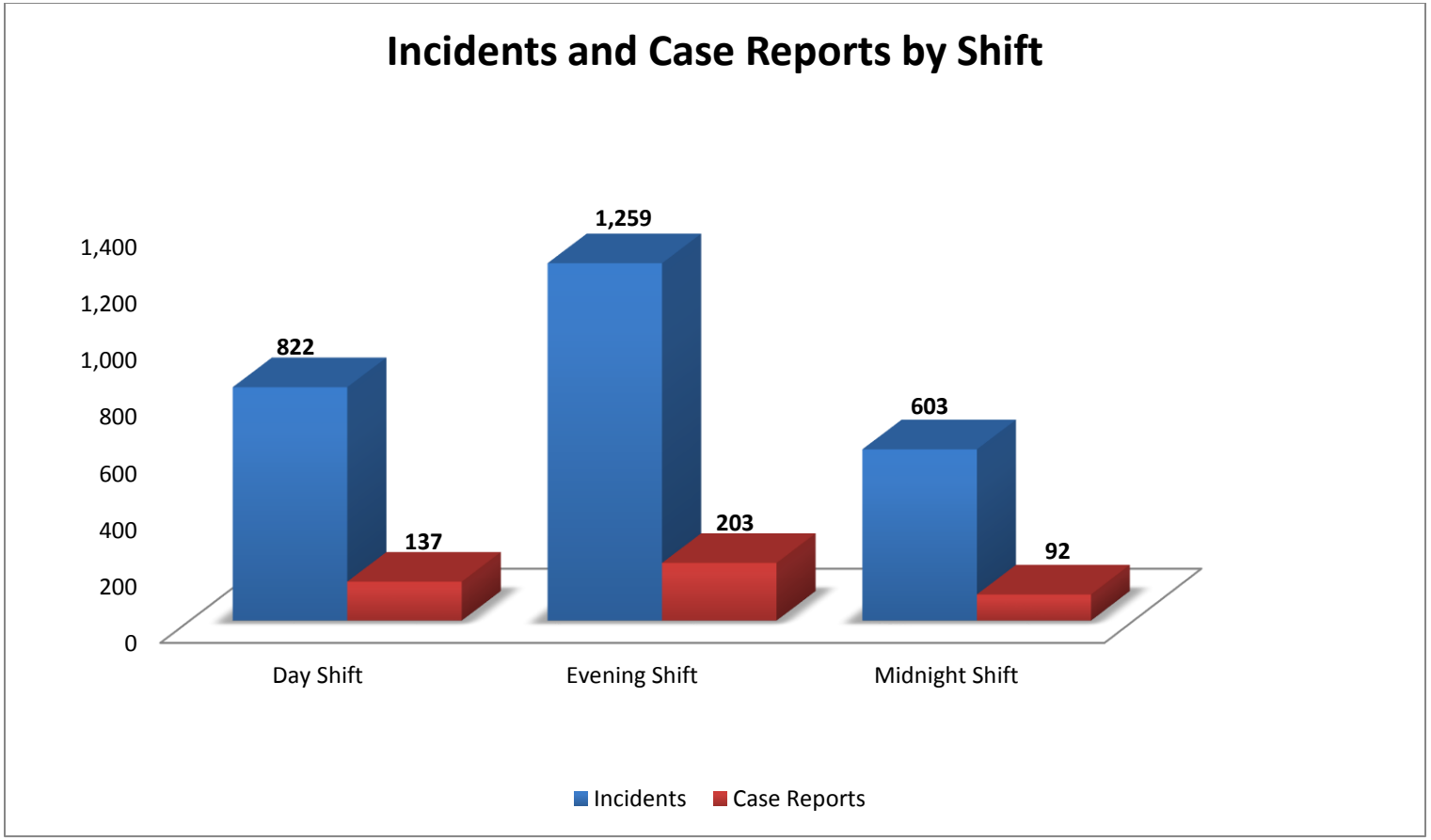
The table below illustrates the total of Incidents and Cases from October 1, 2017 thought October 31, 2017 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
1407 Dixon Blvd	75	36
2700 SR.524	65	19
900 Friday Rd	32	1
1080 N. Fiske	28	8
800 N. Fiske	28	2
1514 Clearlake Rd	27	6
1010 N. Fiske Blvd	18	6
1524 Clearlake Rd	15	2
TOTAL	**288**	**80**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



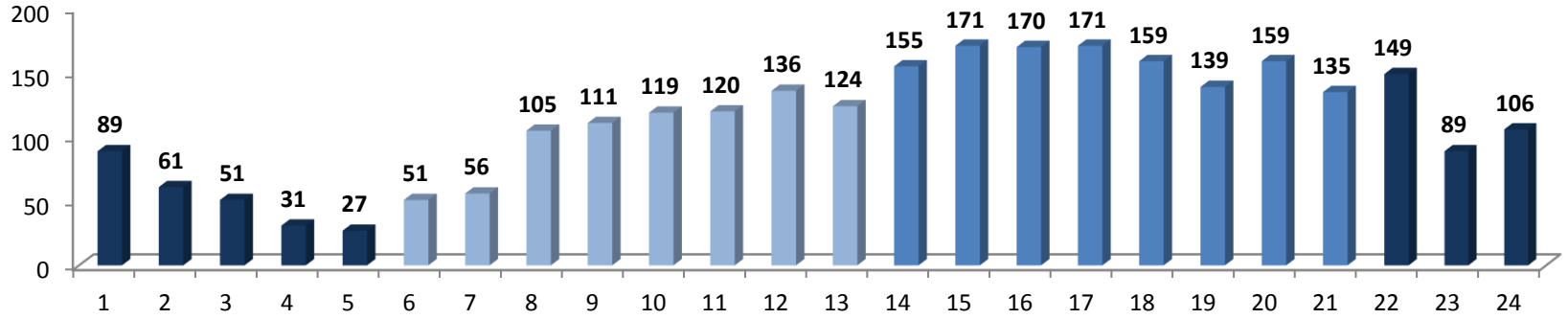
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

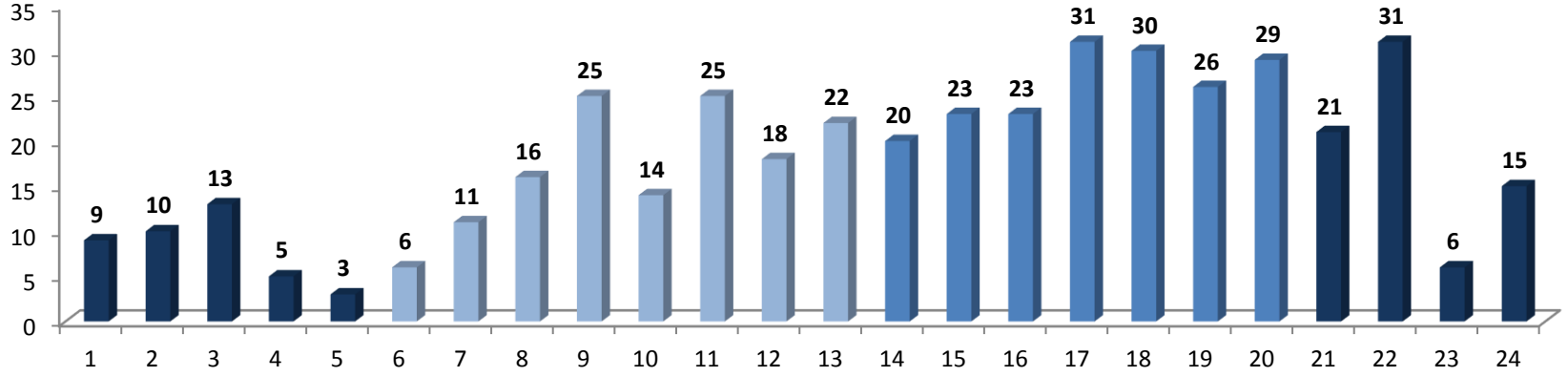
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day including Patrol Checks.

Incidents by Hour

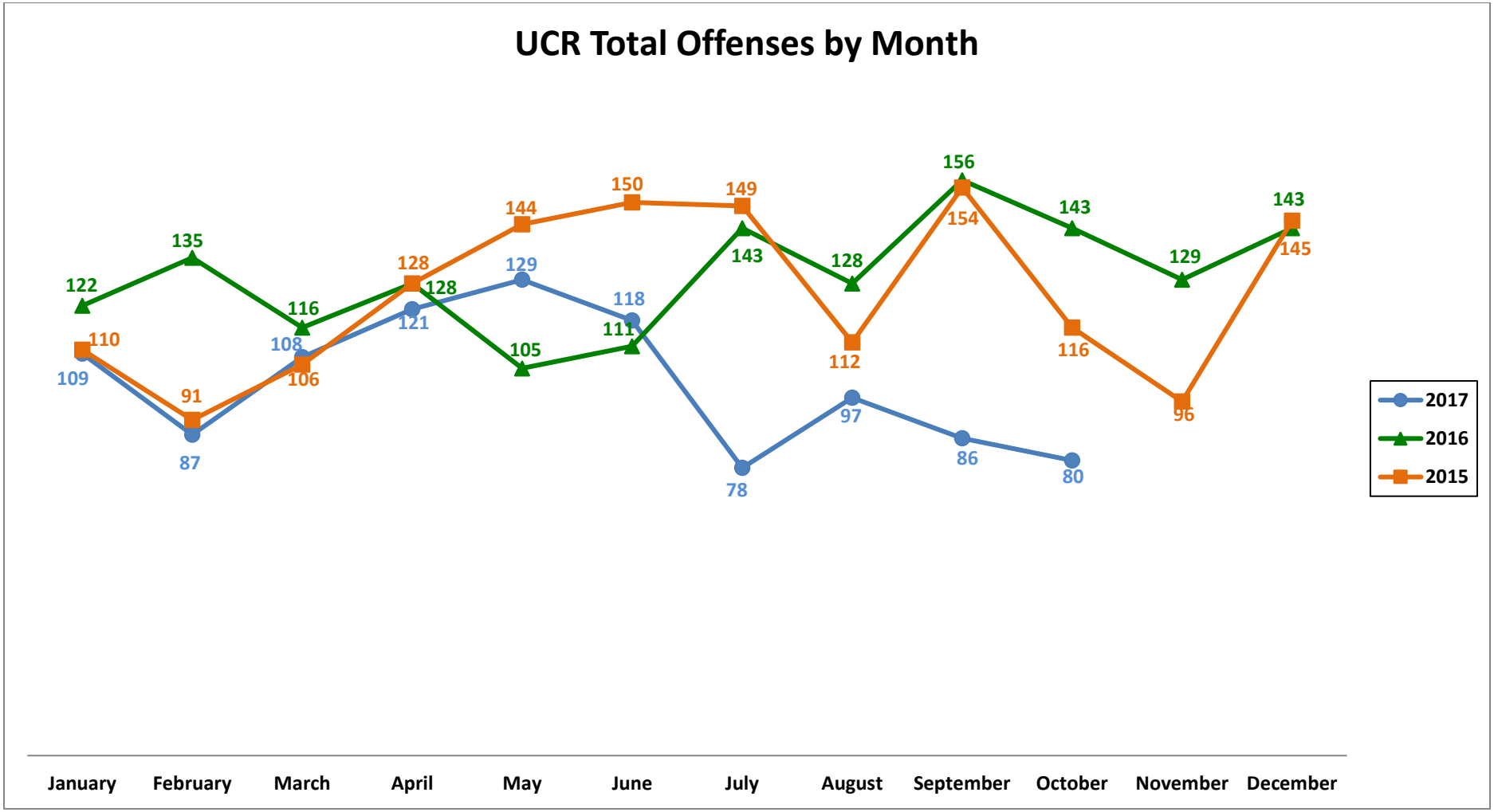


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2017, 2016 & 2015



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2017 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Legislation Details (With Text)

File #:	17-495	**Version:**	1	**Name:**	October, 2017 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/7/2017			**In control:**	City Council
On agenda:	12/12/2017			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 10/31/2017. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.17 thru 10.31.17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	November 7, 2017
Agenda Date:	December 12, 2017
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 10/31/2017**.**

BACKGROUND:

The following reports for the period October 01, 2017 through October 31, 2017 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-17 thru 10-31-17

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 15

City Manager = 5

City of Cocoa CRA Board = 0

City Council = 10

Purchase Order Approvals 10-01-17 thru 10-31-17
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71270	10/12/2017	Reiss Engineering Inc.	$ 42,029.00	10/10/2017	John A. Titkanich, Jr. AICP
71494	10/25/2017	Sunstate Meter & Supply	$ 41,616.00	10/25/2017	John A. Titkanich, Jr. AICP
71536	10/27/2017	Ring Power Corporation	$ 39,825.00	10/26/2017	John A. Titkanich, Jr. AICP
71544	10/30/2017	Insource Software	$ 40,833.01	10/27/2017	Matthew J. Fuhrer (Acting)
71548	10/30/2017	Environmental PR Group	$ 48,250.00	10/27/2017	Matthew J. Fuhrer (Acting)

5 **Purchase Order Approved by City Manager**

Prepared by Purchasing 11/7/2017

Purchase Order Approvals 10-01-17 thru 10-31-17
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 11/7/2017

Purchase Order Approvals 10-01-17 thru 10-31-17
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71127	10/4/2017	Florida Power & Light Miami	$ 37,400.00	9/26/2017	City Council
71226	10/10/2017	Mayer Electric Supply Company	$ 45,811.00	2/28/2017	City Council
71228	10/10/2017	Mayer Electric Supply Company	$ 47,207.00	2/28/2017	City Council
71243	10/11/2017	Industrial Chemicals Inc.	$ 35,200.00	9/26/2017	City Council
71262	10/11/2017	Cutwater Asset Management	$ 37,500.00	3/9/2010	City Council
71267	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71268	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71371	10/18/2017	Brev Cty Bd of Cty Comm	$ 45,000.00	10/25/2016	City Council
71497	10/25/2017	Florida High Speed Internet	$ 49,250.00	10/10/2017	City Council
71551	10/30/2017	United Self Insured Services	$ 50,000.00	8/22/2017	City Council

10 **Purchase Order Approved by City Council**

Prepared by Purchasing 11/7/2017