City of Cocoa

65 Stone Street
Cocoa, FL 32922

Summary Agenda

City Council

Tuesday, November 30, 2021 | **4:30 PM** | **Cocoa City Council Chambers**

Special Meeting

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-752 Approve the Agenda for the Special Meeting of November 30, 2021, as presented or with amendments.

Attachments: 11-30-2021 Short Agenda ADA.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1(a) 21-748 Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $1,096,915.40 (10% of the Contract Amount of $10,969,154.00) for the Joint Pineda Causeway Pipeline Project between the City of Cocoa and the City of Melbourne, Project No. WS18MI. (Utilities Director)

Attachments: Contingency Resolution Project WS18MI.doc
Interlocal Agreement Between the City of Cocoa and City of Melbourne.pdf
Pineda Causeway WTMs Const Bid Allocation Memo_6_15_21.pdf
07-27-2021 Journal.pdf

V.2 21-753 Approve a Resolution Amending the FY2022 Budget, BAF# 22-025-A in the amount of $327,272, for the purchase (including closing costs) of four (4) parcels on Oleander Street. The parcels will be converted to approximately 40 surface parking spaces for use in Cocoa Village.

Attachments: Pages from Phase I ESA 4 Vacant Parcels Cocoa.pdf
Survey Oleander Baldwin Props.pdf
Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-025-A-CS-Village Parking Land-Closing Costs (11-30-21) Agenda 21-7!

MULTI-YEAR CONTRACTS:

V.3(b) 21-772 Approve the City Manager to sign a multiyear agreement (2021-2024) with Regional Emergency Medicine Specialists Inc. and Dr. David Williams to provide Medical Director Services for the City of Cocoa Fire Rescue Department and allow the City Manager to approve and sign annual renewal for this service. (Fire Chief)

Attachments: 11-15-2021 Agreement (Fire Medical Services).docx

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VIII. CITY BUSINESS:

VIII.1 21-741 Approve a Resolution Amending the FY2021 Budget, to "Shore Up" Departmental Accounts with Negative Balances or Project Budgets, through the use of various Budgeted Lines or Fund Balance. BAF#21-110 A1, A2 and T3. (Finance Director)

Attachments: Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-110-A-1-FN-Year End Cleanup (11-30-21) Agenda 21-741.pdf
BAF 21-110-A-2-FN-Year End Cleanup (11-30-21) Agenda 21-741.pdf
BAF 21-110-T-3-FN-Year End Cleanup (11-30-21) Agenda 21-741.pdf
BAF 21-110-A-Tracking Sheet.pdf
BAF 21-110-T-Tracking Sheet.pdf

VIII.2 21-742 Approve a Resolution Amending the Fiscal Year 2022 Adopted Budget, BAF# 22-001-A, for Purchase Orders Rolled Over to Fiscal Year 2022, Due to Unspent Money for Capital Projects and Specific Operating Accounts, through the use of various Fund Balance Reserves and BAF# 22-002-A and T to Provide Budget for items Budgeted within FY21 and not Executed, also through the use of Fund Balance Reserves. (Finance Director)

Attachments: Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-001-A-FN-PO Budget Roll for FY22 (11-30-21)Agenda 21-742.pdf
BAF 22-001-A-PO Budget Roll Tracking Sheet.pdf
BAF 22-002-A-FN-FY22 Budget Roll (11-30-21)Agenda 21-742.pdf
BAF 22-002-T-FN-FY22 Budget Roll (11-30-21)Agenda 21-742.pdf
BAF 22-002-A-Budget Roll Tracking Sheet.pdf
BAF 22-002-T-Budget Roll Tracking Sheet.pdf

IX. INFORMATIONAL AGENDA:

IX.1 21-736 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 10/31/2021. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.21 thru 10.31.21.pdf

IX.2 21-749 FY 2022 Budget Adjustment Report. (Finance Director)

Attachments: Pd 1. October FY 2022 EXPENSE Budget Tracking Worksheet.pdf
Pd 1. October FY 2022 REVENUE Budget Tracking Worksheet.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

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

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

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-752

File ID:	21-752	**Type:**	Agenda	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	11/12/2021
Subject:				**Final Action:**	

Title: Approve the Agenda for the Special Meeting of November 30, 2021, as presented or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	11-30-2021 Short Agenda ADA.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Agenda
City of Cocoa
Special Meeting of The City Council

Date: November 30, 2021
Time: 4:30 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Special Meeting of November 30, 2021. (21-752)

2. Minutes: n/a

III. Awards and Presentations:

None.

IV. Delegations:

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

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

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $1,096,915.40 (10% of the Contract Amount of $10,969,154.00) for the Joint Pineda Causeway Pipeline Project between the City of Cocoa and the City of Melbourne, Project No. WS18MI. (21-748). (Utilities Director)

2. Approve a Resolution Amending the FY2022 Budget, BAF# 22-025-A in the amount of $400,000, for the purchase (including closing costs) of four (4) parcels on Oleander Street. The parcels will be converted to approximately 40 surface parking spaces for use in Cocoa Village. (21-753). (Interim Community Services Director)

(B) Multi-Year Contracts:

3. Approve the City Manager to sign a multiyear agreement (2021-2024) with Regional Emergency Medicine Specialists Inc. and Dr. David Williams to provide Medical Director Services for the City of Cocoa Fire Rescue Department and allow the City Manager to approve and sign annual renewal for this service. (21-772). (Fire Chief)

VI. Public Hearings:

None.

VII. Council Business:

None.

VIII. City Business:

1. Approve a Resolution Amending the FY2021 Budget, to “Shore Up” Departmental Accounts with Negative Balances or Project Budgets, through the use of various Budgeted Lines or Fund Balance. BAF#21-110 A1, A2 and T3 (21-741). (Finance Director)

2. Approve a Resolution Amending the Fiscal Year 2022 Adopted Budget, BAF# 22-001-A, for Purchase Orders Rolled Over to Fiscal Year 2022, Due to Unspent Money for Capital Projects and Specific Operating Accounts, through the use of various Fund Balance Reserves and BAF# 22-002-A and T to Provide Budget for items Budgeted within FY21 and not Executed, also through the use of Fund Balance Reserves. (21-742). (Finance Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 10/31/2021. (21-736). (Finance Director)

2. FY 2022 Budget Adjustment Report. (21-749). (Finance Director)

X. Reports:

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

XI. Adjournment:

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-748

File ID:	21-748	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	11/10/2021
Subject:				**Final Action:**	

Title: To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not to Exceed $1,096,915.40 (10% of the Contract Amount of $10,969,154.00) for the Joint Pineda Causeway Pipeline Project between the City of Cocoa and the City of Melbourne, Project No. WS18MI

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Contingency Resolution Project WS18MI.doc, Interlocal Agreement Between the City of Cocoa and City of Melbourne.pdf, Pineda Causeway WTMs Const Bid Allocation Memo_6_15_21.pdf, 07-27-2021 Journal.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	kennis@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2021-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE CITY OF MELBOURNE VIA INTERLOCAL AGREEMENT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE PINEDA CAUSEWAY WATER TRANSMISSION MAIN EXTENSION, PROJECT NO. WS18MI IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10% CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on July 27, 2021, the City Council authorized the City Manager to proceed with the Joint Pineda Causeway Water Transmission Main Extension Project, Project No. WS18MI, subject to certain terms and conditions and budget adjustments approved by the City Council; and

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

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

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Joint Pineda Causeway Water Transmission Main Extension Project, Project No. WS18MI, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $10,969,154.00 and allows for a 10% contingency in the amount of $1,096,915.40 set aside for possible change orders, for a total of $12,066,069.40 for the project construction costs. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Special meeting assembled on November 30, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa
65 Stone St
Cocoa, FL 32922

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CFN 2018128507, OR BK 8183 PAGE 2592,
Recorded 06/07/2018 at 03:58 PM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:17

Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF COCOA AND CITY OF MELBOURNE

(Pineda Causeway Pipeline Project)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 22nd day of May, 2018, by and between the **CITY OF COCOA**, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "Cocoa") and the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 E. Strawbridge Avenue, Melbourne, Florida 32901 (hereafter referred to as the "Melbourne") and .

W I T N E S S E T H:

WHEREAS, Melbourne is a regional public water supplier within the southern portion of Brevard County with a service area located within and outside the boundaries of the city of Melbourne, Brevard County, Florida in accordance with its home rule powers, as well as chapters 166 and 180, Florida Statutes; and

WHEREAS, Cocoa is a regional public water supplier within the central portion of Brevard County with a service area located within and outside the boundaries of the city of Cocoa, Brevard County, Florida in accordance with its home rule powers, as well as chapters 166 and 180, Florida Statutes and chapter 57-1232, Laws of Florida; and

WHEREAS, Cocoa and Melbourne have common power to provide reliable potable water for the benefit of the public within their respective service areas; and

WHEREAS, Cocoa and Melbourne each have service areas located beachside which require them to deliver potable water from the mainland across the Indian and Banana Rivers; and

WHEREAS, Cocoa and Melbourne share a need to each install a sixteen inch (16") diameter water transmission line across the Pineda Causeway to serve the beachside within their respective service areas, and to improve the reliability of their water systems; and

WHEREAS, Cocoa and Melbourne desire to cooperate and coordinate together the design, permitting and installation of their respective water lines to run parallel across the Pineda Causeway in order share common costs to make the project more cost effective and efficient as more specifically set forth under this Agreement; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 163, 166 and 180, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the public health, safety and welfare;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. Purpose. The purpose of this Agreement is for Cocoa and Melbourne to cooperate and coordinate the design, permitting and installation of two (2) parallel sixteen inch (16") diameter water transmission lines across the Pineda Causeway. Upon installation, each party will own and maintain their own water transmission line for the benefit of their customers within their respective service areas.

Section 3. Water Transmission Line Project. Cocoa and Melbourne agree to cooperate and coordinate the design, permitting and installation of two (2) parallel, sixteen inch (16") diameter water transmission lines across the Pineda Causeway (hereinafter referred to as the "Project"). Each party will own and maintain one of the water transmission lines installed under this Agreement. Melbourne shall be the lead agency on all aspects of the Project, and, in its sole discretion, may provide all appropriate and necessary contractors to complete the Project. The following terms and conditions are further assented to and agreed by the parties with respect to the Project:

3.1 Plans and Permits. Melbourne will be responsible for preparing all necessary engineering plans for the design of the Project, but Cocoa will have the right to provide comments on the engineering plans before Melbourne approves the plans. The plans for the sixteen inch (16") diameter water transmission line being designed for Cocoa shall be consistent with the City of Cocoa Utilities Handbook and the specifically, the most current version of the Cocoa's Technical Provisions and Standard Detail Sheet. Cocoa's comments will be considered in good faith and shall be incorporated into the plans to the extent reasonable and necessary to comply with Cocoa's Technical Provisions and Standards. Melbourne shall also be responsible for obtaining all required federal, state and local permits for the Project, and to the extent necessary by a permitting agency governing the Project, Cocoa shall be the permittee or co-permittee for its sixteen inch (16") diameter water transmission line. The Parties anticipate the following permits may be required to complete the Project: FDEP Specific Permit Construct PWS Components; FDEP Environmental Resources Permit; FDEP Sovereign Submerged Lands Easement; USACOE General Permit SAJ-14; FDOT ROW Permit;

and Brevard County PW ROW Permit. The Parties will evenly split the cost of permitting fees incurred for any joint or consolidated permit required for both Cocoa's and Melbourne's water transmission lines, and each party will be responsible for the entire amount of any permit fee related to a permit required solely for their own respective water transmission line. Additionally, Melbourne shall ensure that all aspects of the Project shall be constructed in accordance with the plans approved and permits received pursuant to this Agreement. Prior to commencing construction on the Project, Melbourne shall provide Cocoa with a copy of a complete set of final engineering plans and permits for the Project. During the design phase of the Project, Melbourne and Cocoa reserve the right to amend the proposed size diameter of their respective water transmission line to meet their needs.

3.2 Location of Cocoa's Water Line. One (1) sixteen inch (16") diameter water transmission line shall be designed, permitted and constructed by Melbourne for Cocoa's ownership, pursuant to the engineering plans. The water transmission line will commence from Cocoa's mainland point of connection located near the intersection of Pineda Causeway and Highway U.S. 1 and shall run south along Highway U.S. 1 to and across Pineda Causeway, then north to Cocoa's point of connection located near the intersection of Pineda Causeway and Highway U.S. A1A. A location map depicting the location of the water transmission line and connection points is attached hereto and incorporated herein by reference as **EXHIBIT "A."**

3.3 Construction Management. Melbourne shall be responsible for competitively bidding and contracting with the contractor required to construct the Project and install the two water transmission lines in accordance with applicable law and Melbourne's approved competitive bidding process. Melbourne shall provide

Cocoa written notice of any such competitive bid and Cocoa shall have the right to provide comments to Melbourne regarding any competitive bid under this Agreement before any bid is awarded to a contractor by Melbourne, provided such comments are timely provided within the award schedule established by Melbourne. Further, Melbourne shall be responsible for the construction management of the Project. Melbourne shall ensure that its contractor provides Cocoa with periodic inspection and status reports as reasonably requested by Cocoa. Melbourne shall keep Cocoa apprised of the construction of the Project. Cocoa and Melbourne shall cooperate with each other with respect to the construction management of the Project, and Cocoa shall have the right to participate in all Project progress meetings. Upon completion of the Project to the satisfaction of the parties, Melbourne shall transfer, or have its contractor transfer, to Cocoa, by bill of sale, title to the water transmission line free and clear of all liens and encumbrances and provide Cocoa "as-built" drawings of said infrastructure certified by the professional engineer registered in the State of Florida who was responsible for the Project.

3.4 Construction Contracts. All contracts and subcontracts for the construction of Cocoa's water transmission line under this Agreement must include hold harmless and indemnification provisions to protect Cocoa in a form acceptable to Cocoa. The construction contractors and subcontractors must provide insurance certificates and endorsements of acceptable levels and qualities of insurance, naming Cocoa as an additional named insured, and evidence of said hold harmless and indemnity prior to commencement of work. Melbourne must submit draft contract language containing this language to Cocoa and its City Attorney to review and allow Cocoa at least seven (7) days to review and comment on the same. If Cocoa submits

comments, Melbourne shall use all reasonable efforts to incorporate Cocoa's comments into the contracts and sub-contracts as applicable. The construction contract language requirements set forth in this section will be in the bid documents prepared by Melbourne so that all bidders are apprised of this requirement prior to submitting a bid for the Project.

3.5 Ownership; Contractor Warranties. Cocoa agrees that upon completion of the construction of the Project to Cocoa's satisfaction, Cocoa shall, consistent with this Agreement, accept ownership of, and operation and maintenance responsibilities for, the sixteen inch (16") diameter water transmission line constructed in accordance with Section 3.2 of this Agreement. Melbourne shall accept ownership of and operation and maintenance responsibilities for the other sixteen inch (16") diameter water transmission line constructed under this Agreement. In addition, at such time that Cocoa accepts ownership, all construction warranties and/or performance and maintenance bonds provided by Melbourne's contractor for Cocoa's sixteen inch (16") diameter water transmission line shall be assigned and transferred to Cocoa.

3.6 Project Costs; Cocoa and Melbourne Cost-Sharing; Change Orders. Each party will be responsible for the costs associated with the design, permitting and installation (materials and labor) of their respective sixteen inch (16") diameter water transmission line. However, the parties anticipate that they will be able to identify certain common costs and other economies of scale associated with the Project during the design, permitting and construction phase of the Project that can be equally shared by the parties. As such, the parties will endeavor, to the maximum extent practical and feasible during this Project, to identify such common costs and economies of scale by mutual agreement, and said costs and economies of scale shall be reduced to writing

that will be signed by the City Managers of Melbourne and Cocoa ("Shared Cost Memo"). The Shared Cost Memo will be developed during the design phase of the Project, updated during the bidding phase, and finalized upon receiving the construction bids. Melbourne and Cocoa agree to split and pay the costs described on the Shared Cost Memo equally (50% each). Any proposed change orders for the Project must be reviewed and approved by Cocoa and Melbourne in writing. Additionally with respect to change orders, in the event the Project contractor seeks additional compensation for delays, time extensions, or some other valid reason, any such request will be handled as a contract amendment between Melbourne and the contractor via the change order process. If the requested change order requested by the contractor is specific to a portion of the Project solely related to either Melbourne or Cocoa's scope of work, then only the party, whose scope of work is affected, will pay for the change order. If the requested change order is related to the common shared portion of the Project, then Melbourne and Cocoa agree to share the cost of the change order.

3.7 Payment by Cocoa. Prior to Melbourne issuing a Notice to Proceed with the construction of the Project, Melbourne shall deliver a written invoice to Cocoa itemizing Cocoa's share of the Project costs as set forth in Section 3.6 of this Agreement. Upon delivery of the invoice, Cocoa will have five (5) business days in which to accept the invoice or identify and notify Melbourne of any discrepancies. Discrepancies will be worked out by the parties expeditiously so as not to unreasonably delay the Project schedule. Within thirty (30) days from the date that Cocoa accepts the invoice, Cocoa will issue payment to Melbourne for its share of the Project costs stated in the accepted invoice. Melbourne will retain Cocoa's payment in escrow and shall only use said payment to pay Cocoa's Project costs. During the construction phase of

the Project, Melbourne and Cocoa will jointly review any progress payment requests made by the contractor and jointly sign off on the requests prior to Melbourne making payment to the contractor. Any Cocoa funds not expended by Melbourne due to any additional Project cost savings, if any, will be returned to Cocoa within thirty days of the Project being deemed complete by the parties. Melbourne shall be responsible for paying all contractors in full. Melbourne will likewise pay its share of Project costs.

3.8 Land Interests for Cocoa Water Transmission Line. Cocoa will be responsible for acquiring any land interests necessary to install its sixteen inch (16") diameter water transmission line that may not be covered by an FDOT right-of-way permit obtained pursuant to this Agreement. However, to the extent that Cocoa's water transmission line will be installed on land controlled and owned by Melbourne, Melbourne agrees to grant to Cocoa a perpetual easement to permit Cocoa's installation, operation and maintenance of the water transmission line. Additionally, to the extent that Melbourne's water transmission line will be installed on land controlled and owned by Cocoa, Cocoa agrees to grant to Melbourne a perpetual easement to permit Melbourne's installation, operation and maintenance of the water transmission line.

Section 4. Duty to Act in Good Faith. Melbourne and Cocoa agree to proceed in good faith consistent with the terms of this Agreement. Melbourne shall proceed with the design, permitting and installation of the Project as rapidly as is practical and feasible.

Section 5. Implementation and Other Documents. To the extent that the Melbourne City Attorney and Cocoa City Attorney determine that additional documents are required to be prepared and executed in order to effectuate this Agreement, the

Melbourne City Manager and Cocoa City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement including, but not limited to, any permit applications required by any governing agency.

Section 6. Employee Status. Each party shall be responsible for their own employees, contractors and agents. Persons employed by Melbourne in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Cocoa. Persons employed by the Cocoa in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Melbourne.

Section 7. Indemnification; Attorney's Fees; Sovereign Immunity. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee, contractors or agents, except as provided by this Agreement. Each party shall bear their own attorney's fees, costs and expenses related to any litigation, suit, dispute, controversy, mediation, or proceeding appellate proceedings against the other party, arising out of, based on, or related to, this Agreement. The parties intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by the parties.

Section 8. Notices.

(a) Whenever either party desires to give notice to the other party, notice shall be sent to:

For MELBOURNE:

Public Works & Utilities Director
900 E. Strawbridge Avenue
Melbourne, Florida 32901
(321) 608-5000 (Phone)
Ralph.Reigelsperger@mlbfl.org

With copy to the City Attorney:

Alison Dawley
900 E. Strawbridge Avenue
Melbourne, Florida 32901
(321) 608-7241 (Phone)
Alison.dawley@mlbfl.org

For the COCOA:

Utilities Director
351 Shearer Blvd
Cocoa, Florida 32922
(321) 433-8701 (Phone)
jwalsh@cocoafl.org

With copy to the City Attorney:

Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566 (Phone)
agarganese@orlandolaw.net

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by email, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 9. **Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 10. **Term; Entire Agreement.** The term of this Agreement commences on the Effective Date set forth in Section 19 of this Agreement and shall remain in effect until the Project has been completed to the satisfaction of both parties or on September 30, 2023, whichever event occurs sooner. The term of this Agreement may also be terminated or extended by mutual written agreement of the parties. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 11. **Binding Effect; Waiver; Time Extensions.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. No failure by a party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement. The parties may agree, in writing, to extend or change any of the deadlines specified in this Agreement.

Section 12. **Public Records.** The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 13. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 14. Force Majeure. In the event that performance of this Agreement by any party is prevented or interrupted by a Force Majeure Event, said party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said party is not directly or indirectly responsible therefor. Any party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other party. The parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a party from carrying out this Agreement. For purposes of this Section, the phrase "Force Majeure Event" shall mean an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain environmental permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes

it impossible or extremely impracticable for a party to perform its obligations under this Agreement.

Section 15. Default and Remedy. Failure on the part of any party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a default under this Agreement. Upon occurrence of a default by any party, the non-defaulting party shall deliver written notice to the party in default in the manner provided in Section 8, identifying the specific nature of the default therein. The party in default shall have thirty (30) days within which to cure such default unless the nature of the default is such that it cannot be cured within thirty days, the party in default shall have additional time that may be necessary to cure the default, so long as the party in default commences the cure and diligently prosecutes such cure until completion. For any default not cured as provided herein, the non-defaulting party may seek specific performance arising from the default. However, before any litigation is filed, the parties agree to mediate the dispute involving the default in good faith. The cost of any mediator share be shared equally by the parties.

Section 16. Governing Law and Venue. The parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Brevard County. The parties hereby waive their right to a jury trial.

Section 17. Cocoa and Melbourne Potable Water Service Areas. Cocoa and Melbourne agree to respect each other's potable water service areas and further agree not to use their sixteen inch (16") diameter water transmission lines installed pursuant to this Agreement to provide water to customers located within the other party's potable water service area without the other party's prior written consent. Nothing herein is intended to modify the boundaries of Cocoa's and Melbourne's existing water service areas.

Section 18. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of Melbourne and Cocoa and no right or cause of action shall accrue to or for the benefit of anyone other than Melbourne and Cocoa. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than Melbourne and Cocoa any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon Melbourne and Cocoa.

Section 19. Effective Date; Recordation. This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both parties, Cocoa shall promptly record this Agreement in the Official Records of Brevard County, Florida, and return a recorded copy of this Agreement to the Melbourne City Clerk at the address listed in Section 8 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

Carie Shealy, MMC, City Clerk

CITY OF COCOA, FLORIDA:

By: _____
Henry U. Parrish, III, Mayor

As authorized for execution by the City of Cocoa City Council at its May 8 _____, 2018 regular meeting.

ATTEST:

Cathleen A. Wysor, City Clerk

CITY OF MELBOURNE, FLORIDA

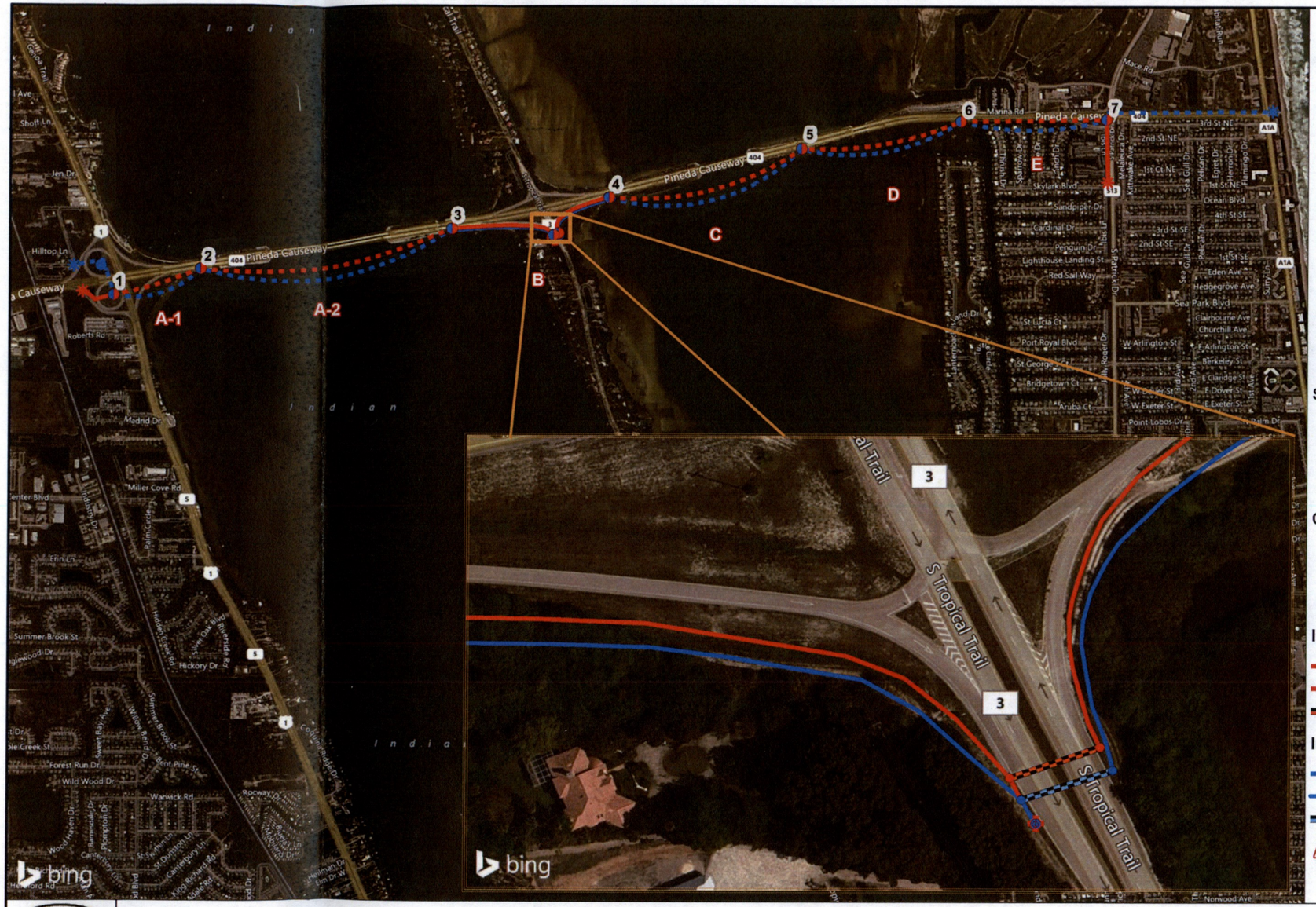
By: _____
Kathy Meehan, Mayor

As authorized for execution by the Melbourne City Council at its MAY 22 2018 _____, 2018 regular meeting.

[Intentionally left blank]

EXHIBIT "A"

Map – Proposed Location of Cocoa's Water Line



N
W E
S

0 1,500 3,000
Feet

LEGEND

Sending/Recieving Pit
- Melbourne/Cocoa
- Melbourne
- Cocoa

Connection Locations
- Melbourne
- Cocoa
- Interconnect

Installation Method (Melbourne)
- Directional Drill
- Open Cut
- Jack & Bore

Installation Method (Cocoa)
- Directional Drill
- Open Cut
- Jack & Bore
- Section ID

CITY OF MELBOURNE
PINEDA CAUSEWAY WATER TRANSMISSION MAIN DESIGN
Method of Construction - Melbourne and Cocoa Combined

FIGURE 7

G:\0gis\5460 - Pineda Causeway Water Transmission Main Design_MXDs\Method of Construction Selection Figures\Method of Construction + Cocoa Pipe_V2.mxd

EXHIBIT "A"

Memorandum

REISS ENGINEERING, INC.
1016 SPRING VILLAS PT.
WINTER SPRINGS, FLORIDA 32708
PHONE: (407) 679-5358
FAX: (407) 679-5003

To: **Jennifer Spagnoli, City of Melbourne**
Katherine Ennis; City of Cocoa

Prepared By: **Mark Worsham, Reiss Engineering**

Date: **June 15, 2021**

Re: **Pineda Causeway WTMs Construction Bid Allocation**

Jennifer/Katie,

Bids for the above referenced project were received by the City of Melbourne on June 10th, 2021. The bid tabulation sheet is attached. Quality Enterprises USA, Incorporated has been recommended for award as apparent low bidder with a total base bid of $22,560,355. Their alternative bid item for the City of Cocoa's WTM is -$6,776.

The table below shows the breakdown of Quality Enterprises USA, Incorporated's bid per responsible locality.

Bid Items	City of Melbourne Cost	City of Cocoa Cost
General (Bid Item # 1-5)	$ 1,043,950	$ 1,043,950
South WTM (Bid Item # 6-20)	$10,540,475	-----
North WTM (Bid Item # 22-25)	-----	$ 9,931,980
North WTM Alt (Bid Item # 39)	-----	-$ 6,776
Total Cost	$11,584,425	$10,969,154

*There was no Bid Item #21 on the original bid proposal sheet.

This equates to the total bid cost, including the North WTM alternative, of $22,553,579.

ORIGINAL

This is a bid of:
Quality Enterprises USA, Inc.
3494 Shearwater Street
Naples, FL 34117-8414
Ph: 239-435-7200 Email: LGAUDIO@QEUSA.COM
(Contractor/Address/Phone Number/Email)

DIVISION "C"

BID FORM
(Sealed Bids in Duplicate)

TO: Honorable Mayor and City Council

Pursuant to and in compliance with your Invitation to Bid under the bid letting date to of April 26, 2021 the Instructions to Pre-Qualified Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **PINEDA CAUSEWAY WATER TRANSMISSION MAINS**, Melbourne, Florida, as required by and in strict accordance with the contract documents, schedules, drawings, and all addenda, if any, issued prior to the date of this proposal at the prices listed herein on attached sheet C2-C3. The cost of all other items not shown on sheet C2-C3 are incidental and should be included in the cost of listed items.

The bidder declares that he understands that the quantities shown on sheet C2-C3 are estimates only, and are subject to either increase or decrease; and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decrease in the quantities.

Definition: Allowance: Not to exceed amount reimbursed to the Contract. Appropriate documentation must accompany all pay estimates when applying for reimbursement.

The undersigned agrees to start work within ten (10) calendar days after written notice to proceed and to fully complete the project within five hundred twenty (520) consecutive calendar days.

If written notice of award of this bid is mailed, telegraphed, or delivered to the undersigned within fifty-five (55) days after date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him for signature.

City of Melbourne/City of Cocoa
Pineda Causeway Water Transmission Mains Design
Bid Proposal
January - 2021

Item No.	Description	Qty	Unit	Unit Price	Cost
	General				
1	Mobilization, Bonds, Insurance, General Conditions (8% Max)	1	LS	$ 1,564,000.00	$1,564,000.00
2	Maintenance of Traffic	1	LS	$ 226,900.00	$ 226,900.00
3	Wetland Restoration	1	LS	$ 198,000.00	$ 198,000.00
4	Tree Removal and Replacement	1	LS	$ 19,000.00	$ 19,000.00
5	Demobilization and As-Built Drawings	1	LS	$80,000.00	$ 80,000.00
				Subtotal General	**$ 2,087,900.00**
	South WTM				
6	F&I 42" Steel Casing (Surface Casing for HDD)	1,450	LF	$ 888.00	$ 1,287,600.00
7	F&I 16"Fusible PVC - DR 14 (HDD Construction)	16,000	LF	$ 470.00	$ 7,520,000.00
8	F&I 16" C-900 PVC (Open Trench Construction)	4,200	LF	$ 167.00	$ 701,400.00
9	F&I 30" Steel Casing (J&B)	350	LF	$ 1,415.00	$ 495,250.00
10	F&I 16" C-900 PVC (J&B)	350	LF	$ 200.00	$ 70,000.00
11	F&I 16" Compact DI Fittings	28,000	LB	$ 5.87	$ 164,360.00
12	F&I 16" Gate Valve with Box	10	EA	$ 9,345.00	$ 93,450.00
13	F&I 2" Combination Air/Vacuum Release Valve Assembly	4	EA	$ 4,800.00	$ 19,200.00
14	F&I 3" Combination Air/Vacuum Release Valve Assembly	6	EA	$ 10,200.00	$ 61,200.00
15	F&I 4" Combination Air/Vacuum Release Valve Assembly	3	EA	$ 15,400.00	$ 46,200.00
16	F&I Connections to Existing Melbourne Water System	1	LS	$ 40,315.00	$ 40,315.00
17	Tree Clearing and Grubbing	1	LS	$ 6,950.00	$ 6,950.00
18	Unsuitable Material Excavation	200	CY	$ 36.50	$ 7,300.00
19	Rock Excavation	50	CY	$ 181.00	$ 9,050.00
20	Select Backfill	200	CY	$ 91.00	$ 18,200.00
				Subtotal South Pipeline	**$ 10,540,475.00**

Like items listed under "North WTM" and "South WTM" shall have the same Unit Price

	North WTM				
22	F&I 42" Steel Casing (Surface Casing for HDD)	1,200	LF	$ 888.00	$ 1,065,600.00
23	F&I 16" Fusible PVC - DR 14 (HDD Construction)	13,000	LF	$ 470.00	$ 6,110,000.00
24	F&I 16" C-900 PVC (Open Trench Construction)	5,600	LF	$ 167.00	$ 935,200.00
25	F&I 30" Steel Casing (J&B)	800	LF	$ 1,415.00	$ 1,132,000.00
Item No.	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**COST**
26	F&I 16" C-900 PVC (J&B)	650	LF	$ 200.00	$ 130,000.00
27	F&I 16" DI (RR J&B)	150	LF	$ 204.00	$ 30,600.00
28	F&I 16" Compact DI Fittings	27,000	LB	$ 5.87	$ 158,490.00
29	F&I 16" Gate Valve with Box	15	EA	$ 9,345.00	$ 140,175.00
30	F&I 2" Combination Air/Vacuum Release Valve Assembly	6	EA	$ 4,800.00	$ 28,800.00
31	F&I 3" Combination Air/Vacuum Release Valve Assembly	8	EA	$ 10,200.00	$ 81,600.00
32	F&I 4" Combination Air/Vacuum Release Valve Assembly	1	EA	$ 15,400.00	$ 15,400.00
33	F&I 6" Combination Air/Vacuum Release Valve Assembly	1	EA	$ 22,300.00	$ 22,300.00
34	F&I Connections to Existing Cocoa Water System	1	LS	$ 40,315.00	$ 40,315.00
35	Tree Clearing and Grubbing	1	LS	$ 6,950.00	$ 6,950.00
36	Unsuitable Material Excavation	200	CY	$ 36.50	$ 7,300.00
37	Rock Excavation	50	CY	$ 181.00	$ 9,050.00
38	Select Backfill	200	CY	$ 91.00	$ 18,200.00
				Subtotal North Pipeline	**$ 9,931,980.00**
				Combined Total Base Bid	**$ 22,560,355.00**
	North WTM DI Alternative (Additive Cost)				
39	16" DI Potable WM: Ductile Iron (Open Trench Construction)	5,600	LF	- $ 1.21	-$ 6,776.00
				Total Base Bid Plus Alternative Additive Cost	**$ 22,553,579.00**

Like items listed under "North WTM" and "South WTM" shall have the same Unit Price

Pay Items Notes:

1. Items not specifically listed shall be included in the base bid for completion of this project.
2. Quantities for the above-listed items are estimated for bidding purposes.
3. Payments will be made based upon installed, measured quantities.
4. No separate payment will be made for incidental work. The cost shall be included in the bid price for the above-listed items.
5. Like items listed under "North WTM" and "South WTM" shall have the same Unit Price

Notice of award should be mailed or delivered to the undersigned at the following address:

Acknowledgment is hereby made of receipt of following addenda, if any:

No. 1 Dated 5/17/21

No. 2 Dated 5/19/21

No. 3 Dated 6/2/21

Quality Enterprises USA, Inc. (SEAL)
Company Name

3494 Shearwater Street
Address

Naples, FL 34117-8414
City, State and Zip

By: 
Signature – **MUST BE BLUE INK**
(If Bidder is a corporation, attach evidence of authority to sign.)

Louis J. Gaudio, Vice President
Printed Name and Title

CBCA57231, CUCO57398
License Number

050997386
Data Universal Number System (DUNS) number

City's Bid Opening Sheet			City of Melbourne	
Project: PINEDA CAUSEWAY WATER TRANSMISSION MAINS			ADDENDUMS:	
Project Number: 30315			Addendum No. 1 - 5/17/2021	
Bid Opening Date and Time: THURSDAY, JUNE 10, 2021 @ 3:00 PM			Addendum No. 2 - 5/19/2021	
PROJECT MANAGER: JENNIFER SPAGNOLI			Addendum No. 3 - 6/2/2021	
Bidder:	TB LANDMARK CONSTRUCTION, INC. 11220 NEW BERLIN ROAD JACKSONVILLE, FL 32226	THE HDD COMPANY, INC. 4525 SERRANO PARKWAY SUITE 210 EL DORADO HILLS, CA 95762	DBE UTILITY SYSTEMS 13387 BRYAN ROAD LOXAHATCHEE, FL 33470	QUALITY ENTERPRISES USA, INC. 3494 SHEARWATER STREET NAPLES, FL 34117
Description	Verified	Verified	Verified	Verified
BID BOND OR SECURITY	X	X	X	X
ACKNOWLEDGED ADDENDUM	X	X	X	X
COPY OF LICENSE(S) - UNDERGROUND UTILITY OR GC	X	X	X	X
SIGNED DRUG-FREE WORKPLACE FORM	X	X	X	X
TRENCH SAFETY AFFIDAVIT	X	X	X	X
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	X	X	X	X
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS	X	X	X	X
CERTIFICATION OF NON SEGREGATED FACILITIES	X	X	X	X
CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST	X	X	X	X
E-VERIFY FORM	X	X	X	X
SUBTOTAL GENERAL	$2,563,187.00	$1,932,291.00	$3,403,105.00	$2,087,900.00
SUBTOTAL SOUTH PIPELINE	$11,282,890.00	$13,248,910.00	$11,759,348.00	$10,540,475.00
SUBTOTAL NORTH PIPELINE	$10,487,256.00	$11,818,925.00	$11,254,097.00	$9,931,980.00
COMBINED TOTAL BASE BID	$24,333,333.00	$27,000,126.00	$26,416,550.00	$22,560,355.00
NORTH WTM DI ALTERNATIVE	($14,000.00)	$1,159,200.00	$224,000.00	($6,776.00)
TOTAL BASE BID PLUS ALTERNATIVE ADDITIVE COST	$24,319,333.00	$28,159,326.00	$26,640,550.00	$22,553,579.00

JOURNAL
City of Cocoa
Regular Meeting of The City Council

July 27, 2021

I. Opening Matters:

- **Mayor Blake called the meeting to order at 6:00 p.m.**

II. Approval of Agenda and Minutes:

1. **Agenda:** Regular Meeting of July 27, 2021. (21-489)

2. **Minutes:** (a) Regular Meeting of June 22, 2021. (21-490)

- **The Agenda for the Regular meeting of July 27, 2021 was approved with the following amendments: to add a presentation by Andy Romine, President of Rockledge Regional Hospital re: Covid-19. This will be Item III.1.**
- **The Minutes for the Regular meeting of July 27, 2021 were approved as written.**

III. Awards and Presentations:

1. Presentation by Andy Romine, President of Rockledge Regional Hospital re: Covid-19. (Chief Lamm)

2. Presentation by Dr. Mullins, Superintendent of Brevard Public Schools. (Mayor Blake)

3. Presentation of the City of Cocoa's 2021 "Cocoa Works" Summer Youth Employment Program. (21-443). (City Manager/Administrative Services Director)

4. Announce the winning entries of the first annual Tree Beauty Contest. (21-504). (City Manager)

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

IV. Delegations:

- **No formal actions were taken under Delegations. Speakers were: John Niland, Water; Jennifer Riggs, Cocoa resident; Michael Trobagis, HCVMS; Allan Chapman, HCVMS; and Anita Gibson, Cocoa resident.**

V. Consent Agenda:

(A) General Consent Items:

1. Approve the Proposed Joint Pineda Causeway Pipeline Project between the City of Cocoa and the City of Melbourne, Project No. WS18MI, to Quality Enterprises USA, Inc., Naples, Florida; To Approve a Resolution Amending the FY2021 Budget, BAF # 201-100-A and BAF # 21-101-PT. (21-447). (Utilities Director)

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

2. Approve a Proposal from Reiss Engineering, Inc. (REI), a CHA Company for Engineering Services During Construction related to the Joint Pineda Causeway Water Transmission Main Project between the City of Cocoa and the City of Melbourne. (21-449). (Utilities Director)

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

3. Approve an Increase to the Contingency for the Wewahootee Sulfuraetor Rehabilitation and Aluminum Dome Repair Project (WS21WS) in the Amount of $34,155 for a Total Project Contingency of $53,950; To Authorize the City Manager to Approve Change Orders to P.O. 78016 with Vortex Services, LLC in an Amount not to Exceed $53,950; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-090-A. (21-468). (Utilities Director)

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

4. To Approve a Resolution Amending the FY2021 Budget to Reallocate Funds to Purchase a Replacement HVAC unit from Trane, BAF #21-091-T. (21-474). (Utilities Director)

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

5. Approval to Authorize the City Manager to Sign the Year 2 grant contract from the Florida Department of Agriculture and Consumer Services through the Florida Forest Service for the City of Cocoa's urban forest management plan. Approve a Resolution Amending the FY21 Budget BAF#21-097-A. (21-478). (Public Works Director)

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

6. To Authorize the City Manager to Approve Change Order #1 to P.O. 77722 with Ovivo USA, LLC in an Amount not to Exceed $41,010 for Clarifier #1 Arm Repair Project No. WS21AR; To Approve a Resolution Amending the FY2021 Budget; BAF# 21-093-T. (21-491). (Utilities Director)

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

7. Approve entering into a multi-year piggyback agreement with JSR Enterprises East Coast LLC., utilizing Brevard County Contract B# 7-19-73 Fuel Pump, Fuel Site, Tank Repair and Inspection Services for the complete replacement of the existing fuel site and equipment. Approve Resolution 2021-062 to provide a 5% contingency for unforeseen costs related to this project. Approve a resolution Amending the FY21 Budget BAF's 21-095-T 1 & 2 for the Water/Sewer and Stormwater portion of the project. (21-496). (Public Works Director)

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

8. Approve and authorize the City Manager to execute a Change Order to the Space Coast Auto Supply Purchase Order #77408 for the NAPA IBS Fleet Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions. (21-499). (Public Works Director)

    - **Approved.**

(B) Multi-Year Contracts:

9. Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2022 to December 31, 2022 and payments to eligible retirees for Medicare Part B reimbursement. (21-469). (Administrative Services Director)

- **Approved.**

VI. Public Hearings:

- **None.**

VII. Council Business:

1. Approve Resolution No. 2021-060, Establishing the Rolled-Back Rate, approve a Proposed Tentative Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2022 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420. (21-495). (Finance Director)

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

2. Staff is requesting approval of option one in regards to outdoor dining with three options listed below: (1) return to offering sidewalk cafes only, (2) continue with outdoor dining or (3) continue with outdoor dining during special events only. (21-506). (Interim Community Services Director)

- **Approved to extend Resolution No. 2021-013 for an additional 90 days from June 30, 2021.**

VIII. City Business:

1. Council approval of the purchase of four (4) parcels on Oleander Street and King Street for the purposes of constructing a municipal parking lot with approximately 40-50 spaces in the amount of $325,000. Council approval to negotiate a long-term easement access lease for a portion of a parcel owned by the City of Cocoa with the owner of a property on Plaza Parkway to provide access to their property. Authorize the City Manager to negotiate the purchase of the four parcels and long-term easement lease agreements. (21-514). (Interim Community Services Director)

- **Approved.**

Multi-Year Contracts:

- **None.**

IX. Informational Agenda:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 6/30/2021. (21-481). (Finance Director)

2. Calls for service provided by the Cocoa Fire Rescue Department for the month of June. (21-487). (Fire Chief)

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. (21-492). (Finance Director)

4. FY 2021 Budget Adjustment Report. (21-493). (Finance Director)

5. Data showing the relation between the estimated and actual income and expenses to date. (21-494). (Finance Director)

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

X. Reports:

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

XI. Adjournment:

- **The Regular meeting of July 27, 2021 adjourned at 8:37 p.m.**

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-753

File ID:	21-753	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	11/12/2021
Subject:				**Final Action:**	

Title: Approve a Resolution Amending the FY2022 Budget, BAF# 22-025-A in the amount of $327,272, for the purchase (including closing costs) of four (4) parcels on Oleander Street. The parcels will be converted to approximately 40 surface parking spaces for use in Cocoa Village.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Pages from Phase I ESA 4 Vacant Parcels Cocoa.pdf, Survey Oleander Baldwin Props.pdf, Budget Resolution FY 2022- ADA Compliant.docx, BAF 22-025-A-CS-Village Parking Land-Closing Costs (11-30-21) Agenda 21-753.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cneuterman@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

UNIVERSAL ENGINEERING SCIENCES

PHASE I ENVIRONMENTAL SITE ASSESSMENT
Conducted on

Four Vacant Commercial Properties
King Street west of Hughlett Avenue
Cocoa, Brevard County, Florida
UES Project No. 0340.2100084.0000
UES Report No. 1908682

Report Issuance Date: October 29, 2021
Report Viability Date: April 28, 2022

Prepared for:

City of Cocoa Florida
65 Stone Street
Cocoa, Florida 32922
Attention: Ms. Charlene Neuterman, MPA

Prepared by:

Universal Engineering Sciences
820 Brevard Avenue
Rockledge, Florida 32955
(321) 638-0808
www.universalengineering.com



ENVIRONMENTAL PROFESSIONAL CERTIFICATION

Phase I Environmental Site Assessment
Four Vacant Commercial Properties
King Street west of Hughlett Avenue
Cocoa, Brevard County, Florida

UES Project No. 0340.2100084.0000
UES Report No. 1908682
Report Date: October 29, 2021

This Phase I Environmental Site Assessment (ESA) was conducted in accordance with the guidelines of the ASTM E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, and therefore, the federal Environmental Protection Agency's All Appropriate Inquiry Rule. The accuracy, correctness and completeness of the Phase I ESA are provided with the knowledge of ASTM E1527-13. In addition, the accuracy, correctness and completeness of this Phase I ESA are provided with knowledge of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as set forth in 42 United States Code Section 9601 et seq., as amended.

This assessment was completed by Teresa R. Hardy, P.G., PMP, Senior Project Manager and, Richard E. Hoaglin, P.E, Branch Manager both employees of Universal Engineering Sciences. Teresa R. Hardy declares that, to the best of her professional knowledge and belief, she meets the definition of Environmental Professional as defined in §312.10 of 40 CFR 312. Teresa R. Hardy has the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. Teresa R. Hardy has developed and performed the all-appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312. Qualifications of the personnel participating in this assessment are provided in **Appendix K**.

Written by:



Teresa R. Hardy, P.G., PMP
Senior Project Manager
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Reviewed by:

Richard E. Hoaglin, P.E.
Branch Manager
rhoaglin@universalengineering.com

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EXECUTIVE SUMMARY

Universal Engineering Sciences (UES) has completed a Phase I Environmental Site Assessment (ESA) in compliance with the American Society for Testing and Materials (ASTM) Standard E1527-13 for a portion of several parcels of land located at King Street west of Hughlett Avenue in Cocoa, Brevard County, Florida (the "subject property"). The purpose of this assessment was to identify recognized environmental conditions in association with the subject property as defined in ASTM E1527-13. UES understands this Phase I ESA is being performed in association with the potential acquisition of the subject property. Please refer to the Site Location Map presented in **Appendix A-1** and the Site Plan/2020 Aerial Photograph presented in **Appendix A-2** for additional information pertaining to the location of the subject property.

TABLE 1
Subject Property Overview

Parcel ID(s)	Acreage	Number of Building(s) and Square Footage	Current Property Use
2425841/2425843/2425949/2461829	.75	NA	Vacant

NOTE: Please carefully review this report in its entirety for a full description of our evaluation procedures and findings.

Based on UES' field observations, historical research, public records review and interviews conducted in accordance with ASTM format E1527-13, the findings of this Phase I ESA are as follows:

1) Aerial photographs, city directories, interviews, and property records were reviewed by UES to determine the historical use of the subject property. The subject property has remained vacant since as early as 1986. Surrounding properties have been under development or commercial.

2) No recognized environmental conditions, historical recognized environmental conditions, controlled recognized environmental conditions were identified in connection with the subject or surrounding properties.

The User of this report is required to ensure that continuing obligations are followed after purchase or acquisition of the subject property. Any land use restrictions in effect at the subject property must be maintained. The User should ensure that all parties at the subject property are following best management practices and taking "reasonable steps" with respect to preventing and limiting exposure to any hazardous substance releases on the subject property. In the event of a future release on the subject property, the property owner or responsible party should report it to the appropriate regulatory agency.

Please note that an environmental liens or activity and use limitations search was not performed for the subject property. In accordance with ASTM E1527-13, it is the responsibility of the User of this report to

confirm that there are no environmental liens or activity and use limitations filed for the subject property. In the event that any are identified, please contact UES immediately for further evaluation.

1.0 INTRODUCTION

1.1 Purpose

Universal Engineering Sciences (UES) has completed a Phase I Environmental Site Assessment (ESA) for the property located at King Street west of Hughlett Avenue in Cocoa, Brevard County, Florida (the "subject property"). The primary purpose of this assessment is to conduct an evaluation of the subject property and surrounding properties to identify recognized environmental conditions (RECs), controlled recognized environmental conditions (CRECs), historical recognized environmental conditions (HRECs), *de minimis* conditions, vapor encroachment conditions (VECs), and business environmental risks (BERs) associated with the past or present uses of the subject property and surrounding properties. ASTM E1527-13 defines these conditions as follows:

- REC: the presence or likely presence of any hazardous substances or petroleum products in, on or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; (3) under conditions that pose a material threat of a future release to the environment.

- CREC: a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority. The hazardous substances or petroleum products are allowed to remain in place and are subject to the implementation of required controls.

- HREC: a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls.

- *De minimis* Condition: a condition that generally does not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate government agencies.

- VEC: the presence or likely presence of "chemical of concern" vapors in the subsurface of the Target Property caused by the release of vapors from contaminated soil or groundwater or both either on or near the Target Property as identified by the Tier 1or Tier 2 procedures.

- BER: a risk which can have a material environmental or environmentally driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice.

This environmental assessment was conducted in accordance with the guidelines of the ASTM E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. This assessment was also intended to identify potential off-site contaminant sources within the distances set forth in ASTM E1527-13 guidelines.

Methodology followed good commercial and customary practice with a goal to identify RECs that would be subject to an enforcement action if brought to the attention of appropriate government agencies.

1.2 Detailed Scope of Services

The contracted scope of services consists of the preparation of a Phase I ESA of the subject property in accordance with the guidelines set forth in ASTM E1527-13. The accuracy, correctness and completeness of this Phase I ESA is provided with knowledge of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as set forth in 42 United States Code Section 9601 et seq., as amended.

The scope of services does not include an evaluation of asbestos containing building materials, lead based paint, lead in drinking water, regulatory compliance, cultural and historical resources, industrial hygiene, health and safety, ecological resources, indoor air quality, radon, vapor intrusion, site geotechnics (soils, foundations, site retention, etc.), wetlands, endangered species, or construction materials testing, unless specified in the approved contract between UES and the client. UES can provide these additional services if necessary.

1.3 Limitations and Exceptions

The findings of this report represent our professional judgment; UES offers or extends no warranty, express or implied. These findings are relevant to the dates of our property inspection and the information cited herein. This report should not be relied upon to represent property conditions on other dates or at locations other than those specifically cited within the report. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with the subject property.

Due to changing environmental regulatory conditions and potential on-site or adjacent activities occurring after this Phase I ESA, the client may not presume the continuing applicability to the subject property of the conclusions in this assessment for more than 180 days after the report's issuance date, per ASTM E1527-13.

1.4 Data Gaps

ASTM E1527-13 defines a "Data Gap" as a lack of, or inability to, obtain information despite good faith efforts that may affect the findings of the Phase I ESA. The Environmental Professional is to identify "*significant*" Data Gaps found in the Phase I ESA process, while "*insignificant*" Data Gaps do not have to be included in this evaluation. For both the ASTM Standard and the AAI Final Rule, the Environmental

Professional must identify what was done to address the Data Gap. The Environmental Professional should provide an opinion regarding appropriate further investigations, if any, necessary to address Data Gaps. A Phase I ESA which includes Data Gaps is still considered as compliant with the Standard and the AAI Final Rule, as long as the Data Gaps are addressed as outlined above.

The following Data Gaps were encountered during completion of this Phase I ESA:

- The historical aerial photograph review was incomplete due to the lack of available photographs in five year intervals or as far back as 1943. Based on our review of historical data during this Phase I ESA, this Data Gap does not appear to be significant to the findings of this assessment and do not constitute a data failure.

1.5 Special Terms and Conditions

This report, and the information contained herein, shall be the sole property of UES until payment of any unpaid balance is made in full. City of Cocoa Florida, hereinafter referred to as the "User" of this Phase I ESA report, agrees that until payment is made in full, the User shall not have a proprietary interest in this report or the information contained herein. UES shall have the absolute right to request the return of any and all copies of this report submitted to other parties, public or private, on behalf of the User in the event of nonpayment of outstanding fees by the UES General Conditions that govern this assessment (**Appendix B**).

1.6 User Reliance

This report is intended for the sole use of City of Cocoa Florida. Its contents may not be relied upon by other parties without the explicit written consent of UES. This is not a statement of suitability of the subject property for any use or purpose. In accepting this report, all parties herein mentioned agree to the General Conditions of the Agreement between UES and City of Cocoa Florida dated October 20, 2021 (UES Proposal No. 1904908). A copy of the UES General Conditions is presented in **Appendix B**.

2.0 SITE DESCRIPTION

2.1 Location and Legal Description

The subject property consists of 4 tax parcels (ID Nos. 2425841/2425843/2425949/2461829), which comprise approximately 0.75 acres of commercial land located at King Street west of Hughlett Avenue in Cocoa, Brevard County, Florida. The subject property is located within Section 33, Township 24 South, and Range 36 East, as referenced in the USGS topographic quadrangle map titled “Cocoa, Florida” provided in **Appendix A-1**. Please refer to the Site Plan/2020 Aerial Photograph in **Appendix A-2** and the property appraiser records in **Appendix C** for additional details, including the subject property legal description.

2.2 Property and Vicinity Characteristics

At the time of our evaluation, the subject property was vacant, moderately vegetated land. Refer to the Site Location Map in **Appendix A-1** and to the Site Plan/2020 Aerial Photograph in **Appendix A-2** for additional details pertaining to the subject and surrounding properties.

2.3 Current Use of the Site

At the time of the site reconnaissance, the subject property was vacant, moderately vegetated land. Access to the subject property is provided via King Street to the north of the subject property.

2.4 Structures, Roads, and/or Other Improvements within the Site

According to the Brevard County Property Appraiser records, the subject property is vacant commercial land. The City of Cocoa provides potable water and wastewater services to the subject property area. Florida Power & Light provides electrical power services to the area.

2.5 Current Uses of Adjoining Parcels

Currently, the parcels adjoining the subject property are used as follows:

TABLE 2
Description of Adjoining Parcels

Direction From Subject Property	Description of Current Use
North	Retail properties
East	Solar Lube
South	Church and parking lot
West	Vacant and residential

3.0 USER PROVIDED INFORMATION

The ASTM Standard defines a User as "the party seeking to use Practice E 1527 to complete an environmental site assessment. A User may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager." The User has specific obligations for completing a successful application of this practice as outlined in Section 6 of the ASTM Standard Practice E 1527-13.

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfield's Revitalization Act of 2001 (the "Brownfield's Amendments") (if desired), the User must provide certain information (if available) identified in the User Questionnaire to the environmental professional. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. A User Questionnaire was supplied to City of Cocoa Florida. The

following responses were provided by the User. A copy of the completed User Questionnaire is included in **Appendix E**.

TABLE 3
User Questionnaire Responses

Question	Response
Name of Preparer and User Entity	Charlene Neuterman
As the User, are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?	NA
As the User, are you aware of any Activity and Use Limitations, such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?	NA
As the User, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?	NA
Does the purchase price being paid for this property reasonably reflect the fair market value of the property?	Yes
If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?	
As the User of this ESA are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user:	No
Do you know the past uses of the property?	No
Do you know of specific chemicals that are present or once were present at the property?	No
Do you know of spills or other chemical releases that have taken place at the property?	No
Do you know of any environmental cleanups that have taken place at the property?	No
As the user of this ESA, based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property?	No

3.1 Title Records

The User did not contract UES to acquire a chain-of-title for the subject property, however, one was provided to UES during this assessment. Chain-of-title records typically contain information regarding historical site ownership. Therefore, UES reviewed the following chain-of-title information during this assessment.

3.2 Reason for Performing Phase I ESA

UES was contracted to perform this Phase I ESA in order for the prospective owner to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser defense to CERCLA liability.

3.3 Environmental Liens or Activity Land Use Limitations

No information was provided to UES pertaining to any potential environmental liens or activity and use limitations associated within the subject property. Information pertaining to potential environmental liens or activity and use limitations on the subject property that are filed or recorded under federal, tribal, state or local laws was not supplied by the User. Please note that an environmental liens or activity and use limitations search was not performed for the subject property. In accordance with ASTM E1527-13, it is the responsibility of the User of this report to confirm that there are no environmental liens or activity and use limitations filed for the subject property. In the event that any are identified, please contact UES immediately for further evaluation.

4.0 RECORDS REVIEW

The purpose of the records review is to obtain and review records that will help identify recognized environmental conditions in connection with the subject property. Accuracy and completeness of record information varies among information sources, including governmental sources. Record information is often inaccurate or incomplete. Standard sources that are reasonably ascertainable were reviewed by UES for this Phase I ESA.

4.1 Standard Environmental Record Sources

As a part of this assessment, UES reviewed information sources to obtain existing information pertaining to a release of hazardous substances or petroleum products on or near the subject property. UES obtained an ASTM regulatory database report from Environmental Risk Information Services (ERIS), which is provided in **Appendix D**. UES also reviewed other available standard environmental record sources at the Florida Department of Environmental Protection (FDEP) as needed.

Table 4 lists the approximate minimum search distances used during this assessment in review of the regulatory database, as set forth in ASTM E1527-13.

TABLE 4
Minimum Search Distances - ASTM E1527-13

Source	Search Distance
Federal NPL Site List (National Priorities List)	1.0 mile
Federal Delisted NPL Site List	0.5 mile
Federal CERCLIS List (Comprehensive Environmental Response Compensation and Liability Act of 1980) / Superfund Enterprise Management System (SEMS)	0.5 mile
Federal CERCLIS NFRAP Site List /SEMS Archive List	0.5 mile

Source	Search Distance
Federal RCRA CORRACTS Facilities List (Resource Conservation and Recovery Act)	1.0 mile
Federal RCRA non-CORRACTS TSD Facilities List	0.5 mile
Federal RCRA Generators List	subject property & adjoining parcels
Federal Institutional Control/Engineering Control Registries	subject property only
Federal ERNS List (Emergency Response Notification System)	subject property only
States and Tribal Lists of Hazardous Waste Sites identified for investigation or remediation: State- and Tribal-equivalent NPL State- and Tribal-equivalent SEMS	 1.0 mile 0.5 mile
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5 mile
State and Tribal Leaking Storage Tanks Lists	0.5 mile
State and Tribal Registered Storage Tank Lists	subject property & adjoining parcels
State and Tribal Institutional Control/Engineering Control Registries	subject property only
State and Tribal Voluntary Cleanup Sites	0.5 mile
State and Tribal Brownfield Sites	0.5 mile

4.1.1 Federal, State, and County Records Review

UES reviewed available regulatory records pertaining to the subject property, adjoining parcels and surrounding properties, as warranted. According to information provided by Environmental Information Risk Services (ERIS) and a review of public records maintained by FDEP, the subject property is listed on in the Brownfield Area database. UES' review of the referenced databases also considered the potential or likelihood of contamination from adjoining and nearby sites. To evaluate which of the adjoining and nearby sites identified in the regulatory database report present potential environmental risks to the subject property, UES considered the following criteria:

- The type of database on which the site is identified.
- The direction and distance of the identified site from the subject property.
- The known or inferred groundwater flow direction in the subject property area.
- The status of any respective regulatory agency-required investigation(s) of the identified site.
- Surface and subsurface obstructions and diversions (e.g., buildings, roads, sewer systems, utility service lines, rivers, lakes, and ditches) that may be located between the identified site and the subject property.

Only those sites that are judged to present a potential environmental risk to the subject property and/or warrant additional clarification are further evaluated. Using the referenced criteria, and based upon a review of readily available information contained within the regulatory database report, UES did not identify adjoining (i.e., bordering) or nearby sites listed in the regulatory database report that were judged to present a potential environmental risk to the subject property with the exception of the following facilities discussed in the following table. Please refer to the regulatory database report in **Appendix D** for additional details.

TABLE 5

Facilities Identified Within Minimum Search Distances

Facility	Facility ID(s)	Distance/Direction	Database(s)
Cocoa Brownfield Area	BF050401000	Property and Vicinity	• BROWNFIELDS
The subject property is located within the Industrial Park Brownfield Area, which has been designated a Brownfield Area by the City Council. The purpose of this designation is to encourage redevelopment of properties in the district through tax benefits and other resources for cleanup of any contamination. Eligibility requirements and details of the program are available through the Florida Department of Environmental Protection (FDEP), Central District, Waste Cleanup Section.			
Lubrication Specialist Inc 337 King Street Cocoa, Florida 32922	8627723	Adjacent property to the east	• UST • AST
This property contained one 550-gallon underground storage tank (UST) that was removed in July 2000. The Florida Department of Environmental Protection oversaw the removal and there was no contamination associated with the tank. The facilty status for this tank is closed. Based on this information, the potential for this facility to have adversely impacted the subject property is considered low.			
Sears Roebuck & Co 316 King Street Cocoa, Florida 32922	8627735	430 feet NE	• UST • LST • WELL SURVEILLANCE
This facility had one 2,000-gallon and one 550-gallon waste oil tank which were removed in November 1988. Contamination was identified in the soil. Thirty (30) cubic yards of soil was removed. Following the soil removal, a contamination assessment was completed. The following Contamination Assessment Report stated that no contamination was detected above regulatory limits and there for no further action was recommended. The No Further Action Proposal (NFRAP) was accepted by the Florida Department of Environmental Protection (FDEP) and the site was released from any further site rehabilitation. Based on the closure status, the potential for this facility to have adversely impacted the subject property is considered low.			
BOMAC 90 Forrest Avenue Cocoa, Florida 32922	9200684	423 NNE	• UST
This facility had three 3,000-gallon gasoline USTs that were removed in December of 1991. No contamination was reported and the site was given closure status. Based on this information, the potential for this facility to have adversely impacted the subject property is considered low.			
Normans Food & Spirit 3 Forrest Avenue Cocoa, Florida 32922	9200145	350 feet E	• UST
This facility had 7 USTs, 6 gasoline and one waste oil, that were removed or properly closed in place in March 1991. Proper documentation was provided to FDEP and the site was given closure status. Based on this information, the potential for this facility to have adversely impacted the subject property is considered low.			
Crest Cleaners 402 Florida Avenue Cocoa, Florida 32922	9500725 ERIC_4012	665 feet SE	• PRIORITYCLEAN • DRYCLEANERS • STCE • WELL SURVEILLANCE • RCRASQG • DWM CONTAM • UST
This is an active dry cleaning facility. This site was entered into the Drycleaning solvent Cleanup Program in 1997 and was given a priority score of 24 and is currently listed on hold. Groundwater flow has been interpreted to be to the east towards the Indian River Lagoon. Based on the distance from the subject property and the groundwater flow direction, the potential for this facility to have adversely impacted the subject property is considered low.			

In addition to reviewing the regulatory database report, UES performed reconnaissance of the subject property vicinity to identify any sites not mapped by ERIS due to inadequate or inaccurate address

information and to look for unregistered facilities. No petroleum storage facilities or facilities suspected to use or generate hazardous materials were observed in the near vicinity of the subject property during field reconnaissance performed by UES.

4.2 Additional Environmental Records

The FDEP Ethylene Dibromide (EDB) Application Zone Delineation Map indicates EDB-impacted groundwater has not been identified in the geographical section in which the subject property is located. EDB was formerly used in citrus grove applications as a fumigant against nematodes and is a known carcinogen.

Please refer to **Appendix E** for copies of environmental reports and documents that have been summarized in Sections 4.1.1 and 4.2 of this report.

4.3 Physical Setting Sources

USGS topographic quadrangle maps, soil survey data and regulatory files available regarding properties of environmental concern in the property vicinity were reviewed as sources for obtaining information regarding the physical setting of the subject property and surrounding vicinity and are summarized in **Table 6**.

TABLE 6
Physical Setting

PHYSICAL SETTING INFORMATION FOR THE SUBJECT PROPERTY & SURROUNDING AREA		SOURCE
Topography: Refer to Figure 1 for an excerpt of the USGS Topographic Map		
Site Elevation	±18 feet	USGS 7.5-Minute Topographic Map of the Cocoa, Florida Quadrangle, Dated 2021
Topographic Gradient	Relatively flat	
Closest Surface Water	Indian River Lagoon located 1,755 feet to the east	
General Soil Characteristics:		
Soil Type	Paola-Urban land complex and Urban Land	ERIS Physical Setting Report No. 21102500142p
Description	These soils have low runoff potential when thoroughly wet. Water is transmitted freely through the soil.	
Area Specific Geology/Hydrogeology Characteristics:		
Geology	Central Florida lies within the Hawthorn Group of Miocene age in the coastal lowlands of the Coastal Plain physiographic province of the eastern United States. Most of this province originated from a combination of depositional and erosional processes associated with fluctuations in sea level during the late Pleistocene	Available from reasonably ascertainable resources reviewed as part of this Phase I ESA
Hydrogeology	Florida is mantled nearly everywhere by unconsolidated sands and carbonaceous soils that overlie a thick sequence of carbonate and clastic rocks. Nearly all of Florida's groundwater originates from precipitation. Additional factors affecting the discharge of groundwater from the shallow Aquifer include evapo-transpiration, floodgate controls and over-pumping of wells. The direction of the surficial aquifer flow usually follows the	

TABLE 6
Physical Setting

PHYSICAL SETTING INFORMATION FOR THE SUBJECT PROPERTY & SURROUNDING AREA		SOURCE
	topography of the land and flows toward surface bodies of water. Actual local groundwater flow direction can be influenced by factors such as surface topography, surface water bodies, underground structures, seasonal fluctuations in rainfall, soil and bedrock geology, and nearby production wells. Site-specific groundwater flow can only be determined by the installation of piezometers.	

4.4 Vapor Migration

The purpose of a Vapor Encroachment Screening (VES) is to identify to the extent feasible pursuant to the procedures presented in the Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transaction (ASTM E2600-15). The VES is intended to be used independently or in conjunction with, but not as a replacement of, existing Practice E1527-13 Phase I ESA.

Vapor migration refers to the movement of *hazardous substances* or *petroleum products* vapor in the subsurface. A vapor encroachment condition (VEC) is defined as the presence of likely presence of chemicals of concern (COC) vapors in the subsurface of the subject property caused by the release of vapors from contaminated soil or groundwater or both either on or near the subject property.

The Tier 1 screening process utilizes the information collected as part of this Phase I ESA. The Area of Concern for the purpose of this VES is 1/3 mile (1,760 feet) for COC and 1/10 mile (528 feet) for petroleum hydrocarbon COC. The approximate minimum search distances for Federal, Tribal and State-listed facilities surrounding the subject property are presented in **Table 7**.

TABLE 7
Approximate Minimum Search Distance Surrounding the Subject Property (ASTM E2600-15)

Source	COC	Petroleum Hydrocarbon COC
Federal NPL Site List	1/3 mile	1/10 mile
Federal SEMS List	1/3 mile	1/10 mile
Federal RCRA CORRACTS Facilities List	1/3 mile	1/10 mile
Federal RCRA Non-CORRACTS TSD Facilities List	1/3 mile	1/10 mile
Federal RCRA Generators List	Subject property only	Subject property only
Federal Institutional Control/Engineering Control Registries	Subject property only	Subject property only
Federal ERNS List	Subject property only	Subject property only
State and Tribal Equivalent NPL	1/3 mile	1/10 mile
State and Tribal Equivalent SEMS	1/3 mile	1/10 mile
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	1/3 mile	1/10 mile

TABLE 7
Approximate Minimum Search Distance Surrounding the Subject Property (ASTM E2600-15)

Source	COC	Petroleum Hydrocarbon COC
State and Tribal Leaking UST/AST Lists	1/3 mile	1/10 mile
State and Tribal UST/AST Lists	Subject property only	Subject property only
State and Tribal Institutional Control/Engineering Control Registries	Subject property only	Subject property only
State and Tribal Voluntary Cleanup Sites	1/3 mile	1/10 mile
State and Tribal Brownfield Sites	1/3 mile	1/10 mile

UES conducted a Tier 1 VES for the subject property in accordance with ASTM E 2600-15. Based on our regulatory records review detailed in Section 5.0 and the ERIS Vapor Screening Tool, facilities with known or suspected contamination are not located within the AOC; therefore, no vapor encroachment conditions were identified in connection with the subject property.

4.5 Historical Information on Subject Property and Surrounding Area

Aerial photographs, city directories, interviews, and property records were reviewed by UES to determine the historical use of the subject property. The subject property has remained vacant since as early as 1986. Surrounding properties have been under development or commercial.

4.5.1 Aerial Photograph Review

In order to evaluate the previous land uses of the subject property and surrounding area, a series of aerial photographs was reviewed. The aerial photographs provide a progressive overview of the subject property and adjoining properties between 1943 and 2020. UES reviewed aerial photographs available from the Florida Department of Transportation, University of Florida Digital Collections and Google Earth. The Site Plan/2020 Aerial Photograph is available for review in **Appendix A-2**. Descriptions of UES' observations are outlined in **Table 8**. Copies of the aerial photographs reviewed are presented in **Appendix F**.

TABLE 8
Summary of Aerial Photographs Observations

Photograph Date	Photograph Quality	Remarks
1943	Poor	The subject property and adjacent properties are vacant and vegetated. King Street is located to the north
1951	Fair	No significant changes were observed to the subject property or adjoining properties since the previous aerial photograph.
1958	Fair	It appears there is a building(s) on the northeast portion of the subject property. Adjacent properties have been developed.
1972	Fari	No significant changes were observed to the subject property or adjoining properties since the previous aerial photograph.
1979	Poor	The photograph is extremely poor and nothing can be distinguished.
1986	Fair	It appears that the building on the subject property is no longer there. There were no significant changes to adjoining properties since the previous aerial photograph.

TABLE 8
Summary of Aerial Photographs Observations

Photograph Date	Photograph Quality	Remarks
1994	Fair	No significant changes were observed to the subject property or adjoining properties since the previous aerial photograph
1999	Good	No significant changes were observed to the subject property or adjoining properties since the previous aerial photograph
2005, 2007	Fair	No significant changes were observed to the subject property or adjoining properties since the previous aerial photograph.
2010,2013, 2015	Good	No significant changes were observed to the subject property or adjoining properties since the previous aerial photograph.
2017	Good	No significant changes were observed to the subject property or adjoining properties since the previous aerial photograph.
2019	Good	No significant changes were observed to the subject property or adjoining properties since the previous aerial photograph.

4.5.2 Property Ownership Records

According to the Brevard County Property Appraiser reports, the current owner of the subject property is Debra and Calvin Baldwin. The Baldwin's have owned the property since 1992 according to the owner. The User provided chain-of-title information, which is presented in **Appendix C.**

4.5.3 Fire Insurance Map Review

Fire insurance maps generated by the Sanborn® Map Company were requested for the subject property and vicinity from ERIS. The subject property and adjacent properties were listed on several maps. Descriptions are provide in **Table 9**. A copy of ERIS's Certified Sanborn Map Report is presented in **Appendix G**.

TABLE 9
Summary of Fire Insurance Map Observations

Map Date	Map Quality	Remarks
1915	Fair	There is no information on the 1915 map.
1919	Fair	Two residential dwellings are shown on the subject property on the map. Adjacent properties are either residential or retail.
1924	Fair	Three residential dwellings are shown on the subject property on the map. Adjacent properties are either residential or retail.
1930	Fair	Five residential dwellings are shown on the subject property on the map. Adjacent properties are either residential or retail.
1948	Fair	Ten residential dwellings are shown on the subject property on the map. Adjacent properties are either residential or retail.
1953	Fair	Ten residential dwellings are shown on the subject property on the map. Adjacent properties are either residential or retail.

4.5.4 City Directory Review

Historical street directories were not reviewed by UES. The site history was ascertained through the review of aerial photographs, property appraiser records, and interviews.

4.5.5 Land Use Records

According to the Brevard County Property Appraiser records, subject property is zoned 1000 for Vacant Commercial Land.

4.5.6 Other Historical Sources

No other historical sources were reviewed in preparation of this Phase I ESA.

5.0 INFORMATION FROM SITE RECONNAISSANCE

On October 25, 2021, a site reconnaissance of the subject property was completed by Brandon Selph of UES. Mr. Selph was not escorted during the site reconnaissance. The purpose was to evaluate the current conditions of the subject property and to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the subject property.

5.1 Methodology

The reconnaissance included walking the accessible portions of the subject property and the site perimeter. This visual observation of the subject property focused primarily on its surface features. Property use and significant features are indicated on the Site Plan/2020 Aerial Photograph contained in **Appendix A-2**. Representative site photographs are included in **Appendix I**.

5.2 General Site Setting

The general site setting is characterized primarily by a heavily vegetated vacant land. The area is sparsely developed with both residential and commercial properties.

5.3 Site Observations

Site features observed, encountered, or suspected during UES' site visit are summarized in **Table 10**. Affirmative responses are discussed in more detail following the table.

TABLE 10
Site Reconnaissance Summary

Item	Observed or Encountered		
	Yes	No	Suspect
Limiting Conditions	☐	☒	☐
Floor Drains	☐	☒	☐
Building	☐	☒	☐
Heat/Cooling Source	☐	☒	☐
Drinking Water Source	☐	☒	☐
Domestic Wastewater Discharge Source	☐	☒	☐
Current Tenant Operations	☐	☒	☐

TABLE 10
Site Reconnaissance Summary

Item	Observed or Encountered		
	Yes	No	Suspect
Past Tenant Operations	☐	☒	☐
Polychlorinated Biphenyls	☐	☒	☒
Hazardous Substances and Petroleum Products	☐	☒	☐
Storage Tanks	☐	☒	☐
Odors	☐	☒	☐
Pools of Liquid	☐	☒	☐
Drums and Containers	☐	☒	☐
Unidentified Substance Containers	☐	☒	☐
Stains or Corrosion on Floors, Walls or Ceilings (not including water)	☐	☒	☐
Sumps	☐	☒	☐
Pits, Ponds or Lagoons for Waste Disposal or Treatment	☐	☒	☐
Stained Soil or Pavement	☐	☒	☐
Stressed Vegetation (not from insufficient water)	☐	☒	☐
Wells	☐	☒	☐
Adjacent and Nearby Properties	☐	☒	☐
Solid Waste, Construction Debris and/or Imported Soil Stockpile	☐	☒	☐
Other Notable Site Features	☐	☒	☐

6.0 INTERVIEWS

As part of this Phase I Environmental Site Assessment, interviews were conducted to obtain information indicating recognized environmental conditions in connection with the subject property. The following persons were contacted for interviews in an effort to obtain information regarding the subject property.

TABLE 11
Interview Summary

Represents	Interviewed Yes	Interviewed No	Name & Title	Time Associated with Property	Comments
Current Property Owner	☒	☐	Doug Baldwin	29 years	
Past Property Owner(s)	☐	☒			
Key Site Manager	☐	☒			
Occupant	☐	☒			
Local Government	☐	☒			
User	☒	☐	Charlene Neuterman	unknown	

7.0 FINDINGS AND OPINIONS

Based on UES' field observations, historical research, public records review and interviews conducted in accordance with ASTM format E1527-13, the findings and opinions of this Phase I ESA are as follows:

Aerial photographs, city directories, interviews, and property records were reviewed by UES to determine the historical use of the subject property. The subject property has remained vacant since as early as 1986. Surrounding properties have been under development or commercial.

No recognized environmental conditions, historical recognized environmental conditions, controlled recognized environmental conditions or de minimis conditions were identified in connection with the subject or surrounding properties.

8.0 CONCLUSIONS

UES has performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E1527-13 of the property located at King Street west of Hughlett Avenue in Cocoa, Brevard County, Florida. Any exceptions to or deletions from this practice are described in Sections 1.2, 1.3, and 1.4 of this report. This assessment has not revealed evidence of recognized environmental conditions connected with the subject property. Further assessment does not appear warranted at this time.

The User of this report is required to ensure that continuing obligations are followed after purchase or acquisition of the subject property. Any land use restrictions in effect at the subject property must be maintained. The User should ensure that all parties at the subject property are following best management practices and taking "reasonable steps" with respect to preventing and limiting exposure to any hazardous substance releases on the subject property. In the event of a future release on the subject property, the property owner or responsible party should report it to the appropriate regulatory agency.

Please note that an environmental liens or activity and use limitations search was not performed for the subject property. In accordance with ASTM E1527-13, it is the responsibility of the User of this report to confirm that there are no environmental liens or activity and use limitations filed for the subject property. In the event that any are identified, please contact UES immediately for further evaluation.

9.0 DEVIATIONS

UES prepared this Phase I ESA in compliance with ASTM E1527-13.

10.0 ADDITIONAL SERVICES

Under the terms of the agreement between UES and City of Cocoa Florida, no other services beyond the Phase I ESA were performed as part of this assessment.

11.0 REFERENCES

11.1 Standards

American Society of Testing and Materials (ATSM), Standard Practice for: Environmental Site Assessments: Phase I Environmental Site Assessment Process, Designation E 1527-13, November 2013.

Vapor Encroachment Screening on Property Involved In Real Estate Transactions, Designation E 2600-15, December 2015.

11.2 Property Records

Brevard County Property Appraisers, Property Records, Legal Description and Zoning Information. Available online at: http://www.bcpao.net/

11.3 Regulatory & Historical Resource/Review

Environmental Risk Information Services; Regulatory Database Report, Historical Aerials, City Directories and Sanborn Fire Insurance Maps, Order No. 21102500142, dated October 26, 2021

OCULUS Electronic Document Management System, FDEP Regulatory Files Review for Storage Tanks, Hazardous Waste, Solid Waste and Waste Cleanup Program Areas. Available on-line at: https://depedms.dep.state.fl.us/Oculus/servlet/login

Florida Department of Environmental Protection, Map Direct Application (Groundwater Delineation Map). Available on-line at: https://ca.dep.state.fl.us/mapdirect/?focus=grndwtr_dl

Google Earth Pro, 2020 aerial photograph

11.4 Physical Setting Sources

United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Web Soil Survey (WSS). Available online at: http://websoilsurvey.nrcs.usda.gov/app/

United States Geological Survey, Digital US Topographic Maps, 7.5-Minute Quadrangle Map "Cocoa, Florida," dated 2021. Available online at: http://www.usgs.gov/

APPENDIX A

UNIVERSAL
ENGINEERING SCIENCES



IMAGE SOURCE: USGS TOPOGRAPHIC MAP, "COCOA, FLORIDA" QUADRANGLE, DATED 2021

UNIVERSAL ENGINEERING SCIENCES

PHASE I ENVIRONMENTAL SITE ASSESSMENT
FOUR VACANT COMMERCIAL PROPERTIES
COCOA, BREVARD COUNTY, FLORIDA

USGS SITE LOCATION MAP

DRAWN BY: TH	DATE: OCTOBER 2021	CHECKED BY: RH	DATE: OCTO 2021
SCALE: NOT AVAILABLE	PROJECT NO: 0340.2100084.0000	REPORT NO: 1908682	FIGURE: **A-1**



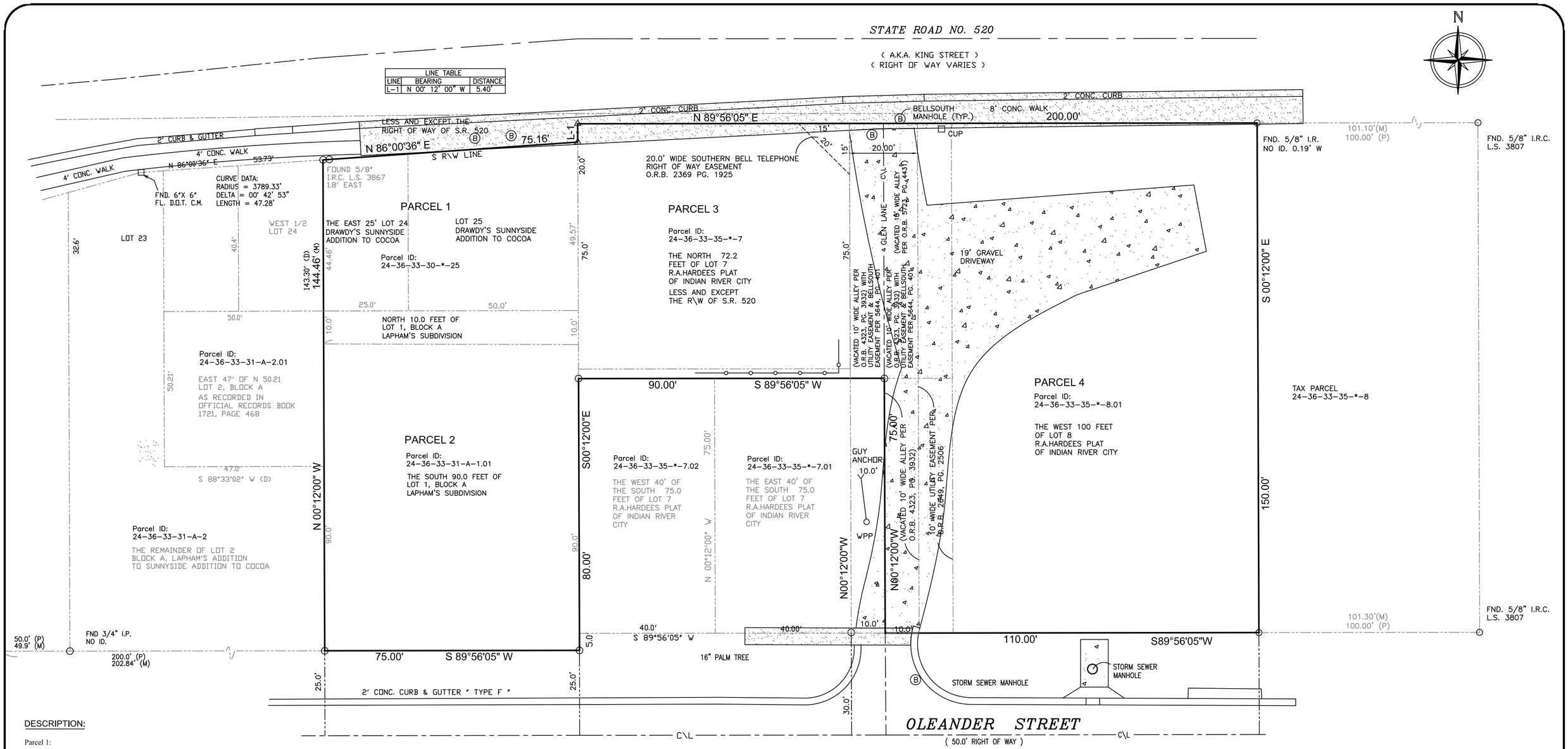
AERIAL PHOTO SOURCE: GOOGLE EARTH PRO, DATED 2020

UNIVERSAL ENGINEERING SCIENCES

PHASE I ENVIRONMENTAL SITE ASSESSMENT
FOUR VACANT COMMERCIAL PROPERTIES
COCOA, BREVARD COUNTY, FLORIDA

SITE PLAN

DRAWN BY: TH	DATE: OCTOBER 2021	CHECKED BY: RH	DATE: OCTOBER 2021
SCALE: NOT AVAILABLE	PROJECT NO: 0340.2100084.0000	REPORT NO: 1908682	FIGURE **A-2**



DESCRIPTION:

Parcel 1:
Lots 25 and the East 25 feet of Lot 24, DRAWDY'S SUNNYSIDE ADDITION TO COCOA, according to the Plat thereof: as recorded in Plat Book 2, Page 34, of the Public Records of Brevard County, Florida, and the North 10 feet of Lot 1, Block A, Lapham's Subdivision, according to the Plat thereof, as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida. Less and Except Road Right of Way.

Parcel 2:

The South 90 feet of Lot 1, Block A, LAPHAM'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Parcel 3:

The North 72.2 feet of Lot 7, HARDEE'S PLAT OF INDIAN RIVER CITY, according to the plat thereof, as recorded in Plat Book 1, Page 28, of the Public Records of Brevard County, Florida TOGETHER WITH the West 10 feet of vacated alley on the East.

Parcel 4:

The West 100 feet of Lot 8, HARDEE'S PLAT OF INDIAN RIVER CITY, according to the plat thereof, as recorded in Plat Book 1, Page 28, of the Public Records of Brevard County, Florida, TOGETHER WITH East 10 feet of vacated alley on the West, as described in Official Records Book 4323, Page 3932 and Official Records Book 5723, Page 4431, of the Public Records of Brevard County, Florida.

SCHEDULE B-II (FILE NO. 21142214 LLC)

7. Matters contained on the plat of HARDEE'S PLAT OF INDIAN RIVER CITY, as recorded in Plat Book 1, Page 28, and RESURVEY OF R.A. HARDEE'S PLAT OF INDIAN RIVER CITY, as recorded in Plat Book 1, Page 29, Public Records of Brevard County, Florida. (as to Parcels 3 and 4) (DOES NOT AFFECT)
8. Matters contained on the plat of LAPHAM'S SUBDIVISION, as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida. (as to Parcels 1 and 2) (DOES NOT AFFECT)
9. Matters contained on the plat of DRAWDY'S SUNNYSIDE ADDITION TO COCOA, as recorded in Plat Book 2, Page 34, Public Records of Brevard County, Florida. (as to Parcel I) (DOES NOT AFFECT)
10. Right of Way Easement in favor of Southern Bell Telephone and Telegraph Company recorded in O.R. Book 2369, Page 1915, Public Records of Brevard County, Florida. (as to Parcel 3) (PLOTTED AFFECTS PARCEL 3)
11. Easement in favor of the City of Cocoa recorded in O.R. Book 2649, Page 2506, Public Records of Brevard County, Florida. (as to Parcel 4) (PLOTTED AFFECTS PARCEL 4)
12. Easements reserved within the vacated alley pursuant to Resolution No. 2001-30 recorded in O.R. Book 4323, Page 3932, Public Records of Brevard County, Florida. (as to Parcel 4) (PLOTTED)
13. Easement in favor of BellSouth Telecommunications, Inc. recorded in O.R. Book 5644, Page 401, Public Records of Brevard County, Florida. (as to Parcels 3 and 4) (PLOTTED)
14. Easements reserved within the vacated alley pursuant to Resolution No. 2006-136 recorded in O.R. Book 5723, Page 4431, Public Records of Brevard County, Florida. (as to Parcels 3 and 4) (PLOTTED)

SURVEYORS NOTES:

1. This property is located in Flood Zone(s) X. The Structure is lying in Flood Zone(s) X, Map No. 12009C0426H, Panel No. 426, Suffix H, Community No. 120020, Effective Date, January 29, 2021.
2. The bearings shown are based on an Assumed North Meridian, Being N 89°56'05" E along the South R/W line of King Street.
3. This is Real Property being situated in Section 33, Township 24S, Range 36E.
4. The Surveyor has not abstracted the property. Only platted or furnished easements or encumbrances that may restrict the property are shown.
5. Underground improvements are not located unless requested.
6. This survey was made with the benefit of Old Republic National Title Insurance Company's Title Commitment file No. 21142214, effective August 30, 2021.

LEGEND & ABBREVIATIONS: ○ = Set 5/8" iron rod with plastic cap; △ = Set nail with metal disc; □ = Set concrete monument with disc; —o— = 4' C.L.F.; —□— = 6' W.F.; -·-·-·- = OHPL; - - - - = Center Line; —x— = 6' VINYL FENCE

(B.M.)=Benchmark,(CONC.)=Concrete,(C\L)=Centerline,(C.B.)=Concrete Block (C.B.S.)=Concrete Block Structure,(C.&.S)=Covered and Screened, (C.M.)=Concrete Monument,(C.M.P.)=Corrigated Metal Pipe,(C.L.F.)=Chain Link Fence (D)=Deed,(E.M.)=Electric Meter,(F.F.E.)=Finished Floor Elevation,(Fnd.)=Found, (F.P.R.)=Fixed Point of Reference, (IRC)=Iron Rod with Cap,(I.P.)=Iron Pipe (G.M.)=Gas Meter,(L.B.)=Licensed Business,(L.S.)=Licensed Surveyor,(M)=Measured (M.E.S.)=Mitered End Section,(N&D)=Nail & Disc,(O.R.B.)=Official Records Book, (OHPL)=Over Head Power Line,(P.C.P.)=Permanent Control Point, (P)=Plat (P.O.B.)=Point of Beginning,(P.O.C.)=Point of Commencement (P.R.M.)=Permanant Reference Monument,(P.U.& D.E.)=Public Utility & Drainage Easement, (RNG.)=Range,(R.C.P.)=Reinforced Conc. Pipe,(R\W)=Right of Way,(SEC.)=Section (TWP.)=Township,(WUP)=Wood Utility Pole,(W.F.S.)=Wood Frame Structure,(W.M.)=Water Meter

ERIC NIELSEN License Number 5386 STATE OF FLORIDA Professional Surveyor and Mapper

JOB NO. 21-580-10	
DRAWN	EN
CHECKED	EN
DATE	10-21-2021
SCALE	1" = 20'
SHEET NO.	1 OF 1

REVISIONS

DATE	DESCRIPTION

MAP OF BOUNDARY SURVEY

CERIFIED TO: City of Cocoa, Florida
Debra D. Baldwin
Calvin D. Baldwin
Old Republic National Title Insurance Company
Garganese, Weiss, D'Agresta & Salzman, P.A.

SITE ADDRESS: KING STREET COCOA, FL 32922

PREPARED BY:
Eric Nielsen Land Surveying, Inc.
L.B. 6946
12 STONE STREET, COCOA ,FL. 32922
PHONE: (321) 631-5654
email: nielsensurveying@bellsouth.net

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATUTES (SUBJECT TO NOTES HEREON).

Eric Nielsen Digitally signed by Eric Nielsen Date: 2021.10.29 15:56:29 -04'00'

Certified By: Signature Date:

UNLESS IT BEARS THE SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY.©

RESOLUTION NO. 2021-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Special meeting assembled on the 30th day of November, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-025-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 11/12/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 327,272	001-0000-389.99-50		Fund Balance	$ 160,066	$ 1,369,566	$ 1,696,838	$ 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	$ 0
$ 327,272	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 327,272	001-3200-515.61-00	CD22PS	Community Services - Land	$ 0	$ 0	$ 327,272	$ 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	$ 0
$ 327,272	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City is purchasing four parcels and this amendment will cover the cost of the land ($325,000), plus closing costs. The closing costs are $2,271.60 (adjusted to $2,272) The funds committed are utilizing assigned Fund Balance and transferring into the Community Services 3200 accounts. The funds are allocated as Village Parking. This is scheduled to go to Council on 11/30/21 (Agenda 21-753).

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/30/21 *RESOLUTION #:* 2021-113

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

11/12/21	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2021.11.12 13:47:55 -05'00'	11/18/21	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2021.11.18 11:32:34 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/12/21	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2021.11.12 13:48:27 -05'00'	11/19/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.11.19 10:50:27 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/21 - 11

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-772

File ID:	21-772	**Type:**	Contract	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	11/17/2021
Subject:				**Final Action:**	

Title: Approve the City Manager to sign a multiyear agreement (2021-2024) with Regional Emergency Medicine Specialists Inc. and Dr. David Williams to provide Medical Director Services for the City of Cocoa Fire Rescue Department and allow the City Manager to approve and sign annual renewal for this service.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	11-15-2021 Agreement (Fire Medical Services).docx	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	jlamm@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

AGREEMENT

This AGREEMENT is made and entered into the last date indicated below, by and between Regional Emergency Medicine Specialists, Inc. representing DAVID WILLIAMS, D.O., hereinafter referred to as "Medical Director", and the **CITY OF COCOA,** a Florida municipal corporation, Brevard County, hereinafter referred to as the "City", collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Cocoa Fire Department provides that emergency medical technicians may operate semi-automatic defibrillators and must contract with a medical director who shall be a licensed physician, to supervise and accept responsibility for the use by emergency medical technicians and/ or paramedics of the emergency medical services system; and paramedics may operate manual defibrillators and provide advanced life support interventions and;

WHEREAS, David Williams, D.O., currently holds a valid and unrestricted license to practice medicine in the State of Florida and possesses the expertise necessary to supervise and accept responsibility for the use by emergency medical technicians of semi-automatic defibrillators and paramedics to intervene using advanced life support measures within the City as required by Section 401.265, Florida Statutes, and Rule 64J-1.004, F.A.C.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed between the Parties as follows:

1. EMPLOYMENT OF MEDICAL DIRECTOR: The Medical Director shall perform the professional services and supervise and accept responsibility for medical direction as provided herein.

2. QUALIFICATIONS:

a. The Medical Director shall be a Florida licensed M.D. or D.O.

b. The Medical Director shall be from a broad-based medical specialty such as emergency medicine or internal medicine, with demonstrated experience in pre-hospital care, and hold an advanced care cardiac life support certificate or be board certified in emergency medicine.

3. REPONSIBILITIES: Professional services duties and responsibilities of the Medical Director shall be:

a. To have and maintain the expertise and competence to serve as Medical Director as defined by applicable State laws and regulations.

b. Advise the City of Cocoa Fire Department as to his assessment of the competence of each of the emergency medical technicians and/or paramedic and for making recommendations regarding medical procedures which each emergency medical technician and/or paramedic should be authorized to perform. Such assessment shall be made by utilizing reasonable evaluative processes and techniques and shall include assessment of each emergency medical technician's and/ or paramedic's ability to: (1) Appropriately evaluate emergency medical patients and determine

proper priorities for emergency medical care; (2) Appropriately evaluate the need for and operational use of semi-automatic or manual defibrillators and advance life support interventions; (3) Receive and understand proper orders from a physician and/or a paramedic; (4) Understand and properly apply any standing orders authorized by the Medical Director; (5) understand the legal relationships between the emergency medical technician, paramedic, Medical Director, physician(s) under agreement to provide responsible supervision of the emergency medical technician and/or paramedic and any other physician; and (6) Perform the specific medical procedure(s) which the emergency medical technician and/ or paramedic is specifically authorized to perform by the Medical Director and by the City of Cocoa Fire Department.

c. Insure that any emergency medical support services performed by the emergency medical technicians and/ or paramedic are done with responsible physician supervision.

d. Evaluate the medical capability of the emergency medical technicians and/ or paramedic and the City of Cocoa Fire Department and advise the City regarding the appropriate levels and standards of care that should be achieved.

e. Identify and codify the specific medical skills and knowledge which emergency medical technicians or paramedic mustpossess to achieve the desired level and standard of care.

f. Identify training and experience necessary for the emergency medical technicians and/or paramedic to acquire the desired skills and knowledge and, in cooperation with approved education

programs, assure that each emergency medical technician and/ or paramedic receives such training and experience.

g. Develop and update standing orders and other procedures to facilitate the proper management of emergency medical procedures.

h. Develop and implement an appropriate process for periodic audit and review of emergency medical procedures performed by emergency medical technicians and/or paramedics and other personnel providing such services to ensure that such procedures comply with the requirements and standards established by the State of Florida, Department of Health and Rehabilitative Services.

1. Develop and authorize, or review and authorize, for use medically correct standing orders which allow the emergency medical technicians and/ or paramedics to properly manage certain medical emergencies when voice communications with the responsible physician is not available. Such standing orders must be specific and must at least provide for managing immediate life-threatening medical emergencies.

J. Accept responsibility for the medical correctness of any standing order which he authorizes for use by the emergency medical technician and/ or paramedic, and for properly instructing the emergency medical technician and/ or paramedic regarding the correct use of standing orders.

k. Determine the qualifications necessary for a physician to provide responsible supervision of the emergency medical technicians and/ or paramedic.

L Perform all duties and responsibilities of medical direction required by the Florida Statutes and Florida Administrative Code as may be amended.

4. PAYMENTS: For the services, duties and facilities hereinafter provided and performed, the City agrees to pay the Medical Director the sum of THIRTEEN THOUSAND, NINE HUNDRED AND FIVE DOLLARS ($13,905) payable in a single annual payment.

5. **INSURANCE AND INDEMNIFICATION:** The Medical Director shall at all times be covered by profession liability insurance for his work performed under this Agreement in an amount of not less than $2,000,000 per occurrence, unless otherwise approved by the City. Such insurance shall be provided by the City.

Except as otherwise provided herein, the City and the Medical Director hereby acknowledge that they are not liable for the negligence of each other and that they will and to the extent permitted by law indemnify and save each other harmless from any liability, claims, damages, losses, expenses (including attorneys' fees) arising out of any service, duty or obligation herein set forth.

6. SOVEREIGN IMMUNITY: Nothing 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.

7. **THIRD PARTY RIGHTS:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Medical Director and the city.

8. **INDEPENDENT CONTRACTOR:** The Medical Director shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall in any way be interpreted or construed to constitute the Medical Director or any of his agents or employees as the agent, employee, or representative of the City.

9. **ASSIGNMENTS AND SUBCONTRACTS:** The Medical Director shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the services contemplated under this Agreement without prior written approval of the City.

10. **MODIFICATIONS:** Modifications of this Agreement shall only be valid when they have been reduced to writing and duly signed by both Parties.

11. **TERMINATION AND RENEWAL:** This is a three (3) year Agreement, commencing on October 1, 2021 and ending on September 30, 2024. At the termination of this Agreement, it may be renewed for additional one-year terms provided both parties consent thereto in writing not less than thirty (30) days prior to the termination thereof.

If the Medical Director breaches any of the terms of the Agreement, the City shall give the Medical Director written notice of such breach. If Medical Director fails to remedy the breach within thirty (30) days after receiving the above-described notice, the City may terminate this Agreement. In the event this Agreement is terminated by the City pursuant to this paragraph, any sums pre-paid by the City as renumeration pursuant to paragraph 4 hereof or otherwise shall be prorated and refunded to the City within forty (40) days after receiving the above-described notice.

This Agreement shall automatically terminate upon suspension or revocation of the Medical Director's license to practice medicine in the State of Florida.

12. **INTEGRATION:** The drafting, execution. and delivery of this Agreement by the Parties have 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.

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

14. **EFFECT OF PARTIAL INVALIDITY:** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason. such determination shall not render void, invalid or unenforceable any other section of any part of any section in this Agreement.

13. **CHOICE OF LAW:** This Agreement has been executed into in the State of Florida, County of Brevard. The laws of such State shall govern the validity and interpretation of this Agreement and the performance due hereunder.

14. **NOTICE:** Notice under this Agreement shall be given to the City by delivering written notice to the office of the City Manager, 65 Stone St., Cocoa, Florida, 32922, and notice shall be given to David Williams, D.O., 725 South Tropical Trail, Merritt Island, Florida 32950.

15. **E-VERIFY**. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractors, which shall include Medical Director, shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

a. Subcontractors

1. Medical Director shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may

hire during the term of this Agreement.

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

3. SPONSOR/OWNER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

b. Medical Director must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Medical Director stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

c. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Medical Director shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

16. <u>PUBLIC RECORDS.</u> Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Medical Director 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 Medical Director 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 Medical Director. 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 Medical Director are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE MEDICAL DIRECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEDICAL DIRECTOR'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 Street, Florida 32922.

Medical Director is required to and agrees to comply with public records laws. Medical Director shall keep and maintain all public records required by the City to perform the services as agreed to herein. Medical Director 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. Medical Director 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, Medical Director shall transfer to the City, at no cost, all public records in possession of the Medical Director, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Medical Director 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 Medical Director 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 Medical Director of the request and the Medical Director shall then provide such records to the City or

allow the records to be inspected or copied within a reasonable time. If the Medical Director does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Medical Director acknowledges that if the Medical Director does not provide the public records to the City within a reasonable time, the Medical Director may be subject to penalties under Section 119.10, Florida Statutes. The Medical Director acknowledges that if a civil action is filed against the Medical Director to compel production of public records relating to this Agreement, the court may assess and award against Medical Director 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 Medical Director, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Medical Director to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Medical Director 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 Medical Director's failure to comply with this Section, the City shall collect from Medical Director prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Medical Director. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Medical Director's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement

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[Space left intentionally blank, signatures next page]

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

ATTEST

_____

Carie Shealey Date
City Clerk

City of Cocoa

_____

Stockton Whitten Date
City Manager, City of Cocoa

Regional Emergency Medical Specialists, Inc.

_____ _____

David Williams,D.O. Date
Medical Director

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-741

File ID:	21-741	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	11/05/2021
Subject:				**Final Action:**	

Title: Approve a Resolution Amending the FY2021 Budget, to “Shore Up” Departmental Accounts with Negative Balances or Project Budgets, through the use of various Budgeted Lines or Fund Balance. BAF#21-110 A1, A2 and T3.

Internal Notes:

Sponsors:

Enactment Date:

Attachments: Budget Resolution FY 2021- ADA Compliant.docx, BAF 21-110-A-1-FN-Year End Cleanup (11-30-21) Agenda 21-741.pdf, BAF 21-110-A-2-FN-Year End Cleanup (11-30-21) Agenda 21-741.pdf, BAF 21-110-T-3-FN-Year End Cleanup (11-30-21) Agenda 21-741.pdf, BAF 21-110-A-Tracking Sheet.pdf, BAF 21-110-T-Tracking Sheet.pdf

Enactment Number:

Recommendation:

Hearing Date:

Drafter: lhowell@cocoafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2021-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Special meeting assembled on the 30th day of November, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-110-A1

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1600-FN | DATE PREPARED: 11/23/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,090			General Fund - See Tracking Sheet	$ 0	$ 0	$ 6,090	$ 0
($ 408,607)			General Fund - See Tracking Sheet	$ 0	$ 0	($ 408,607)	$ 0
$ 20			US1 CRA Fund - See Tracking Sheet	$ 0	$ 0	$ 20	$ 0
$ 3,342			Law Enf Trust - See Tracking Sheet	$ 0	$ 0	$ 3,342	$ 0
$ 7,590			Fed Forf Fund - See Tracking Sheet	$ 0	$ 0	$ 7,590	$ 0
$ 429,639			Capital Projects Fund - See Tracking Sheet	$ 0	$ 0	$ 429,639	$ 0
$ 38,074	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,090			General Fund - See Tracking Sheet	$ 0	$ 0	$ 6,090	$ 0
($ 408,607)			General Fund - See Tracking Sheet	$ 0	$ 0	($ 408,607)	$ 0
$ 3,342			Law Enf Trust - See Tracknig Sheet	$ 0	$ 0	$ 3,342	$ 0
$ 7,590			Fed Forf Fund - See Tracking Sheet	$ 0	$ 0	$ 7,590	$ 0
$ 429,639			Capital Projects Fund - See Tracking Sheet	$ 0	$ 0	$ 429,639	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 38,054	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Year End Cleanup Budget Amendment 1 Section - See Tracking Sheet. Agenda 21-741.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/30/21 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

11/23/21 Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.11.23 13:46:31 -05'00'	11/23/21 Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.11.23 13:46:56 -05'00'	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.11.24 09:05:20 -05'00'
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
	11/23/21 Lora Howell Digitally signed by Lora Howell Date: 2021.11.23 15:28:46 -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 #: _____

Revised 07/13

Revised eform 9/18/20 - IT

City of Cocoa Budget Adjustment Form FY 2021 - 21-110-A2

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1600-FN | DATE PREPARED: 11/23/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 7,162	303-0000-361.10-00	PW17SI	Fiske Blvd - See Tracking Sheet	$ 0	$ 0	$ 7,162	$ 0
$ 824,600			Water/Sewer - See Tracking Sheet	$ 0	$ 0	$ 824,600	$ 0
$ 582,927			W/S Capital Proj 2018B - See Tracknig She	$ 0	$ 0	$ 582,927	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,414,689	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 7,162	303-3580-519.63-00	PW17SI	Fiske Blvd - See Tracking Sheet	$ 0	$ 0	$ 7,162	$ 0
$ 824,600			Water/Sewer - See Tracking Sheet	$ 0	$ 0	$ 824,600	$ 0
$ 413,871			Renewal & Replace Fund - See Tracking Sh	$ 0	$ 0	$ 413,871	$ 0
($ 413,871)			Renewal & Replace Fund - See Tracknig Sh	$ 0	$ 0	($ 413,871)	$ 0
$ 582,927			W/S Capital Proj 2018B - See Tracking She	$ 0	$ 0	$ 582,927	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,414,689	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Year End Cleanup Budget Amendment 2 Section - See Tracking Sheet Agenda 21-741

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 11/30/21 ***RESOLUTION #:***

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

11/23/21 Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.11.23 13:45:59 -05'00'	11/23/21 Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.11.23 13:46:09 -05'00'	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.11.24 09:05:41 -05'00'
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
	11/23/21 Lora Howell Digitally signed by Lora Howell Date: 2021.11.23 15:29:43 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Revised 07/13

Revised eform 9/18/20 - IT

City of Cocoa Budget Adjustment Form FY 2021 - 21-110-T-3

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1600-FN | DATE PREPARED: 11/23/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 570,868)			General Fund - See Tracking Sheet	$ 0	$ 0	($ 570,868)	$ 0
($ 269)			SHIP - See Tracking Sheet	$ 0	$ 0	($ 269)	$ 0
($ 800)			CRA - See Tracking Sheet	$ 0	$ 0	($ 800)	$ 0
($ 2,319,585)			Fiske Blvd - See Tracking SHeet	$ 0	$ 0	($ 2,319,585)	$ 0
($ 129,937)			Water/Sewer - See Tracking Sheet	$ 0	$ 0	($ 129,937)	$ 0
($ 21,288)			Stormwater - See Tracking Sheet	$ 0	$ 0	($ 21,288)	$ 0
($ 3,042,747)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 570,868			General Fund - See Tracking Sheet	$ 0	$ 0	$ 570,868	$ 0
$ 269			SHIP - See Tracking Sheet	$ 0	$ 0	$ 269	$ 0
$ 800			CRA Fund - See Tracking Sheet	$ 0	$ 0	$ 800	$ 0
$ 2,319,585			Fiske Blvd - See Tracking Sheet	$ 0	$ 0	$ 2,319,585	$ 0
$ 129,937			Water/Sewer - See Tracking Sheet	$ 0	$ 0	$ 129,937	$ 0
$ 21,288			Stormwater - See Tracking Sheet	$ 0	$ 0	$ 21,288	$ 0
$ 3,042,747	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Year End Cleanup Budget Transfer Section - See Tracking Sheet. Agenda 21-741

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/30/21 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

11/23/21 Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.11.23 12:23:45 -05'00'	11/23/21 Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.11.23 12:24:18 -05'00'	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.11.24 09:08:25 -05'00'
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
	11/23/21 Lora Howell Digitally signed by Lora Howell Date: 2021.11.23 15:27:42 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Revised 07/13

Revised eform 9/18/20 - IT

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
	001		**GENERAL FUND**					
			POLICE					
21-110	001	Amendment	To accept the revenue increase in the police pension plan	Police Admin/Operations	Other Public Safety/Pol Pen State Contr	001-0000-335.29-21	6,090	
21-110	001	Amendment	Funds to cover the full invoice of the police pension plan	Police Admin/Operations	Retirement Contributions/State Contributions	001-2100-521.22-02	6,090	
			Police Total			Revenue	6,090	
			Police Total			Expense	6,090	
			PUBLIC WORKS					
21-110	001	Amendment	Assigned to project PWFBSP in FY22 BAF 21-076-A-7 (FY22 New BAF)	Parks and Beautification	Fund Balance	001-0000-389.99-50	(400,000)	PWFBPI
21-110	001	Amendment	Assigned to project PWFBSP in FY22 BAF 21-076-A-7 (FY22 New BAF)	Parks and Beautification	Repair and Maintenance	001-3580-519.46-00	(400,000)	PWFBPI
21-110	001	Amendment	To Correct BAF #21-097-A	Revenue	USDA/Forest SVC 26866	001-0000-331.39-12	(8,607)	GR2005
21-110	001	Amendment	To Correct BAF #21-097-A	General Operations	Contingency	001-1600-513.39-00	(8,607)	GR2005
			Public Works Department Total			Revenue	(408,607)	
			Public Works Department Total			Expense	(408,607)	
			General Fund Total			Increase	12,180	
			General Fund Total			Decrease	(817,214)	
	112		**US1 CRA Fund Total**					
			COMMUNITY DEVELOPMENT					
21-110	112	Amendment	Warrenty To Transfer Assets to GF	US 1 CRS	Transfer From (001)	112-0000-381.91-01	10	
21-110	112	Amendment	Warrenty To Transfer Assets to GF	US1 CRA	Fund Balance	112-0000-389.99-50	10	
			US1 CRA Total			Revenue	20	
			US1 Cocoa CRA Total			Expense		
	141		**LAW ENFORCEMENT TRUST**					
			Law Enforcement					
21-110	141	Amendment	To Correct Federal Forfeiture revenue from 2016 for JE 13-93		Transfer From/ Federal Forfeiture (143)	141-0000-381.91-13	3,342	
21-110	141	Amendment	To Correct Federal Forfeiture revenue from 2016 for JE 13-94	Police Admin/Operations	Interfund Transfer/Transfer to Fed Forfeit (143)	141-2100-581.91-13	3,342	
			Law Enforcement Trust Fund Total			Revenue	3,342	
			Law Enforcement Trust Fund Total			Expense	3,342	
	143		**FEDERAL FORFEITURE FUND**					
			Law Enforcement					
21-110	143	Amendment	To Correct Federal Forfeiture revenue from 2016 for JE 13-93		Transfer From/Law Enforcement Trust (141)	143-0000-381.91-15	7,590	
21-110	143	Amendment	To Correct Federal Forfeiture revenue from 2016 for JE 13-94	Police Admin/Operations	Interfund Transfer/Law Enforcement Trust (141)	143-2100-581.91-15	7,590	
			Federal Forfeiture Fund Total			Revenue	7,590	
			Federal Forfeiture Fund Total			Expense	7,590	
	301		**CAPITAL PROJECTS FUND**					
			PUBLIC WORKS					
21-110	301	Amendment	Transfer Cash to GF Accum Loan C payments to 9/30/2021	Capital Projects Fund	Fund Balance	301-0000-389-99.50	429,639	
21-110	301	Amendment	Transfer Cash to GF Accum Loan C payments to 9/30/2022	Capital Projects Fund	Interfund Transfer to 001	301-3580-591.91-01	429,639	
			Capital Projects Fund Total			Revenue	429,639	
			Capital Projects Fund Total			Expense	429,639	
	303		**FISKE BOULEVARD COMPLETE STREETSCAPE**					
			PUBLIC WORKS					
21-110	303	Amendment	Interest for Fiske Blvd Project		Interest and Other Earnings	303-0000-361.10-00	7,162	PW17SI
21-110	303	Amendment	Infrastructure for the Fiske Blvd Project	Capital Projects	Infrastructure	303-3580-519.63-00	7,162	PW17SI
			Fiske Boulevard Complete Streetscape Amendment Total			Revenue	7,162	
			Fiske Boulevard Complete Streetscape Amendment total			Expense	7,162	

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
			UTILITIES					
21-110	421	Amendment	To Record Jacobs Project Management in FY21	Transfer Line	Transfer From 424	421-0000-381.91-24	241,673	
21-110	421	Amendment	To Record Jacobs Project Management in FY21	Engineering	Engineering Service	421-4055-536.31-03	43,562	WS1210
21-110	421	Amendment	To Record Jacobs Project Management in FY21	Engineering	Infrastructure	421-4055-536.63-00	30,389	WS19BS
21-110	421	Amendment	To Record Jacobs Project Management in FY21	Dyal Plant	Infrastructure	421-4020-536.63-00	8,551	WS19CF
21-110	421	Amendment	To Record Jacobs Project Management in FY21	Engineering	Infrastructure	421-4055-536.63-00	3,392	WS21CG
21-110	421	Amendment	To Record Jacobs Project Management in FY21	Engineering	Infrastructure	421-4055-536.63-00	6,283	WS21LS
21-110	421	Amendment	To Record Jacobs Project Management in FY21	Engineering	Infrastructure	421-4055-536.63-00	149,496	WS18MI
21-110	421	Amendment	Correcting FY20 Retainage	Fund Balance 421	Fund Balance	421-0000-389.99-50	423,870	WS1404
21-110	421	Amendment	Correcting FY20 Retainage	Water Administration	Interfund Transfer to 426	421-4010-581.92.26	423,870	WS1404
21-110	421	Amendment	Correcting BAF 21-101	Fund Balance 421	Fund Balance	421-0000-389.99-50	159,057	WS16SF
21-110	421	Amendment	Correcting BAF 21-101	Water Administration	Interfund Transfer to 426	421-4010-581.92.26	159,057	WS16SF
			WaterSewer Amendments Fund Total			Revenue	824,600	
			WaterSewer Amendments Fund Total			Expense	824,600	
	424		**Renewal & Replace Fund**					
			UTILITIES - Water					
21-110	424	Amendment	Transfer Budget for 421 Fund Projects - Jacobs Program Management	Engineering	Infrastructure	424-4055-536.63-00	(241,673)	WS1221
21-110	424	Amendment	Transfer Budget for 421 Fund Projects - Jacobs Program Management	Engineering	Interfund Transfer to 421	424-4010-581.91-21	241,673	WS1221
21-110	424	Amendment	Record Jacobs Program Management for 424 Projects in FY21	Engineering	Infrastructure	424-4055-536.63-00	(172,198)	WS1221
21-110	424	Amendment	Record Jacobs Program Management for 424 Projects in FY21	Sewer Field Operations	Infrastructure	424-4125-536.63-00	63,098	WS0904
21-110	424	Amendment	Record Jacobs Program Management for 424 Projects in FY21	Engineering	Infrastructure	424-4055-536.63-00	2,069	WS1MM
21-110	424	Amendment	Record Jacobs Program Management for 424 Projects in FY21	Dyal	Infrastructure	424-4020-536.63-00	46,066	WS19FR
21-110	424	Amendment	Record Jacobs Program Management for 424 Projects in FY21	Water Field Operations	Infrastructure	424-4025-536.63-00	23,717	WS19MH
21-110	424	Amendment	Record Jacobs Program Management for 424 Projects in FY21	Engineering	Infrastructure	424-4055-536.63-00	19,379	WS20G2
21-110	424	Amendment	Record Jacobs Program Management for 424 Projects in FY21	Engineering	Infrastructure	424-4055-536.63-00	17,869	WS20GS
			Renewal & Replace Fund			Increase	413,871	
			Renewal & Replace Fund			Decrease	(413,871)	
	426		**WATER/SEWER CAPITAL PROJECTS 2018 BOND FUND**					
			UTILITIES					
21-110	426	Amendment	Correcting FY20 Retainage	Interfund Transfer From 421	Interfund Transfer From 421	426-0000-381.91-21	423,870	WS1404
21-110	426	Amendment	Correcting FY20 Retainage	Engineering	Infrastructure	426-4055-536.63-00	389,089	WS1404
21-110	426	Amendment	Correcting FY20 Retainage	Engineering	Building	426-4055-536.62-00	30,695	WS1404
21-110	426	Amendment	Correcting FY20 Retainage	Engineering	Machinery and Equipment	426-4055-536.64-00	4,086	WS1404
21-110	426	Amendment	Correcting BAF 21-101	Interfund Transfer From 421	Interfund Transfer From 421	426-0000-381.91-21	159,057	WS16SF
21-110	426	Amendment	Correcting BAF 21-101	Water Reclamation	Infrastructure	426-4120-536.63-00	159,057	WS16SF
			Water/Sewer Capital Projects 2018 Bond Fund			Revenue	582,927	
			Water/Sewer Capital Projects 2018 Bond Fund			Expense	582,927	

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
	001		**GENERAL FUND**					
			CITY MANAGER OFFICE					
21-110	001	Transfer	Funds to cover negative balance in promotional activities	City Managers Office	Office Supplies	001-1100-512.51-00	(150)	
21-110	001	Transfer	Funding to cover negative balance	City Managers Office	Promotional Activities	001-1100-512.48-00	150	
21-110	001	Transfer	Funds to cover negative balance in postage & freight	City Managers Office	Office Supplies	001-1100-512.51-00	(10)	
21-110	001	Transfer	Funding to cover negative balance	City Managers Office	Postage & Freight	001-1100-512.42-00	10	
21-110	001	Transfer	Funds to cover negative balance in operating supplies	City Managers Office	Travel & Per Diem	001-1100-512.40-00	(175)	
21-110	001	Transfer	Funding to cover negative balance	City Managers Office	Operating Supplies	001-1100-512.52-00	175	
21-110	001	Transfer	Funds to cover addition of copier in training building	City Managers Office	Postage & Freight	001-1103-516.42-00	(175)	
21-110	001	Transfer	To fund the new copier in the training building	City Managers Office	Rentals & Leases	001-1103-516.44-00	175	
21-110	001	Transfer	To fund negative balance at Year End	City Managers Office	Travel & Per Diem	001-1100-511.40-00	(3,074)	
21-110	001	Transfer	Funding for negative balance at Year End	City Managers Office	Medical	001-1100-511.23-04	3,074	
			City Manager Office Department Total			Increase	3,584	
			City Manager Office Department Total			Decrease	(3,584)	
			FINANCE					
21-110	001	Transfer	To move DROP salary to correct account	Finance General Accounting	Regular Salaries & Wages	001-1500-513.12-00	(30,000)	
21-110	001	Transfer	Moving DROP salary to correct account	Finance General Accounting	Other Salaries & Wages	001-1500-513.13-00	30,000	
			Finance Department Total			Increase	30,000	
			Finance Department Total			Decrease	(30,000)	
			GENERAL GOVERNMENT					
21-110	001	Transfer	Warrenty Deed Collected Transferred to US 1 (112)	General Operations	Contingency	001-1600-513.39-00	(10)	
21-110	001	Transfer	Warrenty Deed Collected Transferred to US 1 (112)	General Operations	Interfund Tansfer (112)	001-1600-581.91.12	10	
21-110	001	Transfer	Transfer From 301 (Loan C Payments)	General Operations	Interfund Transfer (301)	001-0000-381.91-30	429,639	
21-110	001	Transfer	Transfer From 301 (Loan C Payments)	General Operations	Fund Balance	001-0000-389.99-50	(429,639)	
			General Government Department Total			Increase	429,649	
			General Government Department Total			Decrease	(429,649)	
			FIRE DEPARTMENT					
21-110	001	Transfer	Funding for vehicle repair through YE	Fire Operations	Operating Supplies	001-2201-522.52-00	(5,000)	
21-110	001	Transfer	Funding for vehicle repair through YE	Fire Operations	Uniforms	001-2201-522.52-02	(9,000)	
21-110	001	Transfer	To fund vehicle repair through YE	Fire Operations	Repair/Maint - Vehicles	001-2201-522.46-03	14,000	
21-110	001	Transfer	Funding for Florida City gas bill that was higher than normal	Fire Operations	Training	001-2201-522.55-00	(350)	
21-110	001	Transfer	To fund Florida City gas bill that was higher than normal	Fire Operations	Heating Fuel	001-2201-522.52-10	350	
21-110	001	Transfer	To fund negative balance at Year End	Fire Admin	Uniforms	001-2200-522.52-02	(527)	
21-110	001	Transfer	Funding for negative balance at Year End	Fire Admin	Special Pay	001-2200-522.15-00	474	
21-110	001	Transfer	Funding for negative balance at Year End	Fire Admin	Worker's Compensation	001-2200-522.24-00	53	
21-110	001	Transfer	To fund negative balance at Year End	Fire Admin	Insurance	001-2200-522.45-00	(1,780)	
21-110	001	Transfer	Funding for negative balance at Year End	Fire Admin	State Contributions	001-2200-522.22-02	1,780	
21-110	001	Transfer	To fund negative balance at Year End	Fire Admin	Regular Salaries & Wages	001-2200-522.12-00	(1,910)	
21-110	001	Transfer	To fund negative balance at Year End	Fire Admin	FICA Taxes	001-2200-522.21-00	(104)	
21-110	001	Transfer	To fund negative balance at Year End	Fire Admin	Retirement Contributions	001-2200-522.22-00	(6)	
21-110	001	Transfer	To fund negative balance at Year End	Fire Admin	Firefighters	001-2200-522.22-01	(2,189)	
21-110	001	Transfer	To fund negative balance at Year End	Fire Admin	Insurances	001-2200-522.23-00	(801)	
21-110	001	Transfer	To fund negative balance at Year End	Fire Admin	Medical	001-2200-522.23-04	(12,047)	
21-110	001	Transfer	To fund negative balance at Year End	Fire Admin	Benefit Offset	001-2200-522.27-00	(478)	
21-110	001	Transfer	Funding for negative balance at Year End	Fire Admin	State Contributions	001-2200-522.22-02	17,535	
			Fire Department Department Total			Increase	34,192	
			Fire Department Department Total			Decrease	(34,192)	

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
			COMMUNITY DEVELOPMENT					
21-110	001	Transfer	To fund negative balance at Year End	Economic Development	Printing & Binding	001-3205-559.47-00	(1,302)	
21-110	001	Transfer	Funding for negative balance at Year End	Economic Development	Cares CRF #107-2020	001-3205-554.83-10	62	
21-110	001	Transfer	Funding for negative balance at Year End	Economic Development	Regular Salaries & Wages	001-3205-559.12-00	3	
21-110	001	Transfer	Funding for negative balance at Year End	Economic Development	FICA Taxes	001-3205-559.21-00	22	
21-110	001	Transfer	Funding for negative balance at Year End	Economic Development	Retirement Contributions	001-3205-559.22-00	901	
21-110	001	Transfer	Funding for negative balance at Year End	Economic Development	Medical	001-3205-559.23-04	295	
21-110	001	Transfer	Funding for negative balance at Year End	Economic Development	Benefit Offset	001-3205-559.27-00	19	
			Community Development Department Total			Increase	1,302	
			Community Development Department Total			Decrease	(1,302)	
			PUBLIC WORKS					
21-110	001	Project Transfer	To correctly pull BAF 21-094T from the correct Project #	Facility Management	Machinery & Equipment	001-3560-519.64-00	4,200	
21-110	001	Project Transfer	To correctly pull BAF 21-094T from the correct Project #	Facility Management	Machinery & Equipment	001-3560-519.64-00	(4,200)	PW00VP
21-110	001	Project Transfer	To fund the Toro 6 replacement mower	Facility Management	Machinery & Equipment	001-3560-519.64-00	(11,539)	CA2102
21-110	001	Project Transfer	Funding for the Toro 6 replacement mower	Facility Management	Machinery & Equipment	001-3560-519.64-00	11,539	PW00PW
21-110	001	Transfer	To fund negative balance at Year End	Fleet Maintenance	Contract Services	001-3540-519.34-00	(2,093)	
21-110	001	Transfer	To fund negative balance at Year End	Fleet Maintenance	Regular Salaries & Wages	001-3540-519.12-00	(18,255)	
21-110	001	Transfer	To fund negative balance at Year End	Fleet Maintenance	Medical	001-3540-519.23-04	(7,178)	
21-110	001	Transfer	To fund negative balance at Year End	Fleet Maintenance	Travel & Per Diem	001-3540-519.40-00	(1,230)	
21-110	001	Transfer	To fund negative balance at Year End	Fleet Maintenance	Operating Supplies	001-3540-519.52-00	(897)	
21-110	001	Transfer	Funding for negative balance at Year End	Fleet Maintenance	FICA Taxes	001-3540-519.21-00	1,004	
21-110	001	Transfer	Funding for negative balance at Year End	Fleet Maintenance	Accrual Payouts	001-3540-519.12-12	28,649	
21-110	001	Transfer	To fund negative balance at Year End	Capital Projects Mngmt	Professional Services	001-3580-519.31-00	(1,749)	
21-110	001	Transfer	Funding for negative balance at Year End	Capital Projects Mngmt	Regular Salaries & Wages	001-3580-519.12-00	602	
21-110	001	Transfer	Funding for negative balance at Year End	Capital Projects Mngmt	Fica Taxes	001-3580-519.21-00	207	
21-110	001	Transfer	Funding for negative balance at Year End	Capital Projects Mngmt	Retirement Contributions	001-3580-519.22-00	338	
21-110	001	Transfer	Funding for negative balance at Year End	Capital Projects Mngmt	Fica Taxes	001-3580-519.23-04	581	
21-110	001	Transfer	Funding for negative balance at Year End	Capital Projects Mngmt	Benefit Offset	001-3580-519.27-00	21	
21-110	001	Transfer	City Elevator PO 78250 & 78410 Reclass	Facility Management	Machinery & Equipment	001-3560-519.64-00	(25,000)	CA2102
21-110	001	Transfer	City Elevator PO 78250 & 78410 Reclass	Facility Management	Repair Maintenance/ Building	001-3560-519.46-02	25,000	CA2102
			Public Works Department Total			Increase	72,141	
			Public Works Department Total			Decrease	(72,141)	
			General Fund Total			Increase	570,868	
			General Fund Total			Decrease	(570,868)	
	105		**SHIP/COCOA HOUSING TRUST**					
			COMMUNITY DEVELOPMENT					
21-110	105	Transfer	To fund negative balance at Year End	Economic Environment	Other Charges & Oblig.	105-3240-554.49-00	(269)	
21-110	105	Transfer	Funding for negative balance at Year End	Economic Environment	Regular Salaries & Wages	105-3240-554.12-00	225	
21-110	105	Transfer	Funding for negative balance at Year End	Economic Environment	FICA Taxes	105-3240-554.21-00	18	
21-110	105	Transfer	Funding for negative balance at Year End	Economic Environment	Retirement Contributions	105-3240-554.22-00	25	
21-110	105	Transfer	Funding for negative balance at Year End	Economic Environment	Worker's Compensation	105-3240-554.24-00	1	
			SHIP Total			Increase	269	
			SHIP Total			Decrease	(269)	
	110		**COCOA CRA**					
			COMMUNITY DEVELOPMENT					
21-110	110	Transfer	To move project budget to correct account	CRA Admin/Operations	Infrastructure	110-3230-559.63-00	(800)	CP1502
21-110	110	Transfer	To move project budget to correct account	CRA Admin/Operations	Machinery & Equipment	110-3230-559.64-00	800	CP1502
			Cocoa CRA Total			Increase	800	
			Cocoa CRA Total			Decrease	(800)	
	303		**FISKE BOULEVARD COMPLETE STREETSCAPE**					
			PUBLIC WORKS					
21-110	303	Transfer	Moving to Stormwater Department/Division	Capital Projects	Infrastructure/Fiske FEMA 4337-428-R	303-3580-541.63-09	(2,319,585)	GR2108
21-110	303	Transfer	FEMA Grant 4337-428-R	Stormwater Utility	Fiske Blvd 4337-428-R	303-3570-539.63-01	2,319,585	GR2108
			Fiske Boulevard Complete Streetscape Amendment Total			Increase	2,319,585	
			Fiske Boulevard Complete Streetscape Amendment total			Decrease	########	

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
			UTILITIES					
21-110	421	Transfer	To fund material for pot hole repair	Dyal Plant	Freight & Postage	421-4020-536.42-00	(5,500)	
21-110	421	Transfer	Funding for material to provide pot hole repair	Dyal Plant	Road Materials/Supplies	421-4020-536.53-00	5,500	
21-110	421	Transfer	Funding for a UPS for Sellers	Water Reclamation	Repairs & Maintenance	421-4120-536.46-00	(600)	
21-110	421	Transfer	To provide funding for a UPS for Sellers	Water Reclamation	IT Operating Expense	421-4120-536.56-15	600	
21-110	421	Project Transfer	Project Transfer to fund Lime purchase	Dyal Plant	Chemicals	421-4020-536.52-09	(50,000)	DYCH01
21-110	421	Project Transfer	Project Transfer to fund Lime purchase	Dyal Plant	Chemicals	421-4020-536.52-09	(20,000)	DYCH04
21-110	421	Project Transfer	Project Transfer to fund Lime purchase	Dyal Plant	Chemicals	421-4020-536.52-09	(13,500)	DYCH05
21-110	421	Project Transfer	Project Transfer to fund Lime purchase	Dyal Plant	Chemicals	421-4020-536.52-09	(16,500)	DYCH10
21-110	421	Project Transfer	Project Transfer to fund Lime purchase	Dyal Plant	Chemicals	421-4020-536.52-09	100,000	DYCH02
21-110	421	Transfer	To fund Invoice 12632 for Empire Consulting	Dyal Plant	Infrastructure	421-4020-536.63-00	(23,000)	WS17FC
21-110	421	Transfer	Funding for invoice 12632 for Empire Consulting	Dyal Plant	IT-Related Operating Expenses	421-4020-536.56-15	23,000	
21-110	421	Transfer	To fund negative balance at Year End	Dyal Plant	Communications	421-4020-536.41-00	(837)	
21-110	421	Transfer	Funding for negative balance at Year End	Water/Emergency Disaster	Operating Supplies	421-4011-525.52-00	837	
			WaterSewer Amendments Fund Total			Increase	129,937	
			WaterSewer Amendments Fund Total			Decrease	(129,937)	
	423		**STORMWATER FUND**					
			PUBLIC WORKS					
21-110	423	Transfer	To provide funding to overspent project SW18SF	Stormwater Utility	Travel & Per Diem	423-3570-538.40-00	(1,892)	
21-110	423	Transfer	Funds to remove negative account balance for project SW18SF	Stormwater Utility	Infrastructure	423-3570-538.63-00	1,892	SW18SF
21-110	423	Accounting Adj	Reclassification of accounts due to JE 12-47 Inv 13-984	Stormwater Utility	Infrastructure	423-3570-538.63-00	(15,300)	SW20FW
21-110	423	Accounting Adj	Reclassification of accounts due to JE 12-47 Inv 13-984	Stormwater Utility	Infrastructure	423-3570-538.63-00	(4,096)	SW20FW
21-110	423	Accounting Adj	Reclassification of accounts due to JE 12-47 Inv 13-984	Stormwater Utility	Professional Services	423-3570-538.31-00	15,300	SW20FW
21-110	423	Accounting Adj	Reclassification of accounts due to JE 12-47 Inv 13-984	Stormwater Utility	Professional Services	423-3570-538.31-00	4,096	SW20FW
			Stormwater Fund Total			Increase	21,288	
			Stormwater Fund Total			Decrease	(21,288)	

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-742

File ID:	21-742	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	11/05/2021
Subject:				**Final Action:**	

Title: Approve a Resolution Amending the Fiscal Year 2022 Adopted Budget, BAF# 22-001-A, for Purchase Orders Rolled Over to Fiscal Year 2022, Due to Unspent Money for Capital Projects and Specific Operating Accounts, through the use of various Fund Balance Reserves and BAF# 22-002-A and T to Provide Budget for items Budgeted within FY21 and not Executed, also through the use of Fund Balance Reserves.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Budget Resolution FY 2022- ADA Compliant.docx, BAF 22-001-A-FN-PO Budget Roll for FY22 (11-30-21)Agenda 21-742.pdf, BAF 22-001-A-PO Budget Roll Tracking Sheet.pdf, BAF 22-002-A-FN-FY22 Budget Roll (11-30-21)Agenda 21-742.pdf, BAF 22-002-T-FN-FY22 Budget Roll (11-30-21)Agenda 21-742.pdf, BAF 22-002-A-Budget Roll Tracking Sheet.pdf, BAF 22-002-T-Budget Roll Tracking Sheet.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	lhowell@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2021-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Special meeting assembled on the 30th day of November, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-001-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: FN-1600 | DATE PREPARED: 11/22/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,294,183	001-0000-389.99-50		General Fund - See Tracking Sheet	$ 160,066	$ 1,369,566	$ 2,663,749	$ 1,369,566
$ 40,458	110-0000-389.99-50		CRA Fund - See Tracking Sheet	$ 1,900,000	$ 1,900,000	$ 1,940,458	$ 1,900,000
$ 2,497,206	421-0000-389.99-50		Water Sewer Fund - See Tracking Seet	$ 4,032,857	$ 4,032,857	$ 6,530,063	$ 4,032,857
$ 238,061	423-0000-389.99-50		Stormwater Fund - See Tracking Sheet	$ 0	$ 0	$ 238,061	$ 0
$ 1,580,580	424-0000-389.99-50		Renewal & Replace Fund - See Tracking Sh	$ 0	$ 2,554,360	$ 4,134,940	$ 2,554,360
$ 3,297,845	426-0000-389.99-50		WS CPTL Proj 2018B Fund - See Tracking	$ 0	$ 0	$ 3,297,845	$ 0
$ 8,948,333	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,294,183			General Fund - See Tracking Sheet	$ 0	$ 0	$ 1,294,183	$ 0
$ 40,458			CRA Fund - See Tracking Sheet	$ 0	$ 0	$ 40,458	$ 0
$ 2,497,206			WaterSewer Fund - See Tracking Sheet	$ 0	$ 0	$ 2,497,206	$ 0
$ 238,061			Stormwater Fund - See Tracking Sheet	$ 0	$ 0	$ 238,061	$ 0
$ 1,580,580			Renewal & Replace Fund - See Tracking Sh	$ 0	$ 0	$ 1,580,580	$ 0
$ 3,297,845			WS CPTL Proj 2018B Fund - See Tracking	$ 0	$ 0	$ 3,297,845	$ 0
$ 8,948,333	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is to roll the purchase order budget needed to fund projects from FY2021 to FY2022. Please refer to the encumbrance PO roll tracking sheet spreadsheet for in depth detail. Agenda 21-742

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/30/21 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

11/22/21		11/23/21	Lora Howell Digitally signed by Lora Howell Date: 2021.11.23 15:22:37 -05'00'		Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.11.24 09:51:32 -05'00'
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
		11/23/21	Lora Howell Digitally signed by Lora Howell Date: 2021.11.23 15:22:55 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

ved 07/13

Revised eform 9/23/21 - IT

Fiscal Year 2022 - Prior Year Purchase Order Budget Rollover
11/23/2021
General Fund

P.O. NO	VENDOR NAME	ACCOUNT NUMBER	PROJECT #	ENCUMBRANCE AMT	LIQUIDATED AMT	OUTSTANDING AMT	RETAINAGE	CONTINGENCY	BUDGET ROLLOVER
075815	INTEGRITY PUBLIC FINANCE CONSULTING	001-1600-513.31-00		2,493.75		2,493.75			2,494
076080	FEDERAL TITLE INSURANCE AGENCY INC	001-3200-515.49-00		300.00	175.00	125.00			125
076297	S&ME, INC.	001-3200-515.31-00		17,425.00	15,705.00	1,720.00			1,720
076365	NATIONAL RESEARCH CENTER, INC.	001-1100-512.31-00		20,000.00		20,000.00			20,000
076802	DANELLA CONSTRUCTION CORP OF FL INC	001-1103-516.63-00	IT20FB	13,794.90		13,794.90			13,795
076943	INFO-TECH RESEARCH GROUP INC	001-1600-513.31-00		96,000.00	50,000.00	46,000.00			46,000
076945	INFRASTRUCTURE SOLUTION SERVICES	001-3510-541.63-00	SW21DP	62,310.50	38,438.10	23,872.40			23,873
076945	INFRASTRUCTURE SOLUTION SERVICES	001-3510-541.63-00	SW21DP					3,982.50	3,983
077453	SUPERION LLC	001-1600-513.31-00		14,745.00	13,085.00	1,660.00			1,660
077662	GROOMS FINANCIAL GROUP	001-1600-513.31-00		15,000.00	10,500.00	4,500.00			4,500
077724	MILESTONE PROFESSIONAL SERVICES INC	001-1600-513.31-00		25,512.50	22,707.50	2,805.00			2,805
078121	VA PAVING	001-3510-541.63-00	PW21DS	313,723.76		313,723.76			313,724
078121	VA PAVING	001-3510-541.63-00	PW21DS					86,276.24	86,276
078122	RING POWER CORPORATION-ORLANDO	001-3560-519.64-00	PW00PS	117,453.00		117,453.00			117,453
078133	GOODSON PAVING INC	001-3510-541.46-00	PW21DS	143,251.13	116,264.87	26,986.26			26,987
078145	INTEGRATED FIRE & SECURITY SOLUTION	001-3560-519.64-00	PW00PS	3,207.95	1,603.98	1,603.97			1,604
078154	ARCHITECTS RZK, INC.	001-3580-519.62-00	PWFBFP	6,338.60		6,338.60			6,339
078155	ARCHITECTS RZK, INC.	001-3580-519.62-00	PWFBCA	6,338.60		6,338.60			6,339
078158	ARCHITECTS RZK, INC.	001-3580-519.62-00	PWFBBP	5,212.65		5,212.65			5,213
078166	EAST COAST FENCE & GUARDRAIL	001-3560-519.64-00	PW00PS	28,951.09		28,951.09			28,952
078193	ARCHITECTS RZK, INC.	001-3580-519.63-00	PWFBPP	69,941.20		69,941.20			69,942
078194	ARCHITECTS RZK, INC.	001-3580-519.62-00	PWFBJR	59,980.30		59,980.30			59,981
078203	ARCHITECTS RZK, INC.	001-3580-519.31-00	PWFBPI	11,861.00		11,861.00			11,861
078317	JSR ENTERPRISES EAST COAST LLC	001-3540-519.63-00	FL21FI	33,293.12		33,293.12			33,294
078325	JSR ENTERPRISES EAST COAST LLC	001-3540-519.63-00	FL21FI	244,899.60	41,168.02	203,731.58			203,732
078325	JSR ENTERPRISES EAST COAST LLC	001-3540-519.63-00	FL21FI					13,960.28	13,960
078336	IM SOLUTIONS, INC.	001-1190-574.34-00		1,851.80		1,851.80			1,852
078343	ADS SECURITY LLC	001-3560-519.46-02	PW18F3	2,877.57		2,877.57			2,878
078345	ALAN JAY CHEVROLET BUICK GMC	001-3560-519.64-00	CA2101	30,459.00		30,459.00			30,459
078384	IM SOLUTIONS, INC.	001-2100-521.56-15	PD16IT	32,777.55		32,777.55			32,778
078400	C&D CONSTRUCTION INC	001-2100-521.46-02	PD14K9	6,495.00		6,495.00			6,495
078406	CRAFTSMEN ELECTRICAL SERVICES INC	001-1510-536.64-15	CA2002	799.31		799.31			800
078407	C&D CONSTRUCTION INC	001-1510-536.64-15	CA2002	5,975.00		5,975.00			5,975
078409	EAST COAST FENCE & GUARDRAIL	001-2100-521.46-02	PD14K9	1,929.85	964.93	964.92			965
078429	SIRCHIE ACQUISITION COMPANY LLC	001-2100-521.52-00	PD15PE	2,722.44		2,722.44			2,723
078447	MORSE COMMUNICATIONS, INC.	001-1103-516.56-15		2,760.00		2,760.00			2,760
078450	TECH SYSTEMS INC	001-3560-519.62-00	PWFBPP	49,800.05		49,800.05			49,801
078451	MORSE COMMUNICATIONS,INC.	001-1103-516.56-15		2,849.00		2,849.00			2,849
078459	HOLIDAY OUTDOOR DECOR	001-3520-572.46-00		9,860.00		9,860.00			9,860
078463	ADCOMP SYSTEMS INC	001-1510-536.46-00	CA2002	6,062.60		6,062.60			6,063
078463	ADCOMP SYSTEMS INC	001-1510-536.64-15	CA2002	31,313.00		31,313.00			31,313
		GRAND TOTAL		**1,500,565.82**	**310,612.40**	**1,189,953.42**	**-**	**104,219**	**1,294,183**

Fiscal Year 2022 - Prior Year Purchase Order Budget Rollover
11/23/2021
Cocoa CRA Fund

P.O. NO	VENDOR NAME	ACCOUNT NUMBER	PROJECT #	ENCUMBRANCE AMT	LIQUIDATED AMT	OUTSTANDING AMT	RETAINAGE	CONTINGENCY	BUDGET ROLLOVER
076790	S&ME, INC.	110-3230-559.31-00		46,388.65	37,034.81	9,353.84			9,354
077602	INFRASTRUCTURE SOLUTION SERVICES	110-3230-559.31-00	CD21FP	39,918.00	37,914.00	2,004.00			2,004
076293	INFRASTRUCTURE SOLUTION SERVICES	110-3230-559.63-00	CS15HS	18,664.25	17,747.50	916.75			917
077934	INFRASTRUCTURE SOLUTION SERVICES	110-3230-559.63-00	CD21LW	66,087.00	41,448.50	24,638.50			24,639
078251	WASDIN FAMILY LTD	110-3230-559.83-00		3,543.78		3,543.78			3,544
		GRAND TOTAL		**174,601.68**	**134,144.81**	**40,456.87**	-	-	**40,458**

Fiscal Year 2022 - Prior Year Purchase Order Budget Rollover
11/23/2021
Water/Sewer

P.O. NO	VENDOR NAME	ACCOUNT NUMBER	PROJECT #	ENCUMBRANCE AMT	LIQUIDATED AMT	OUTSTANDING AMT	RETAINAGE	CONTINGENCY	BUDGET ROLLOVER
078368	INDEPENDENT HARDWARE	421-1515-536.52-00		2,726.00		2,726.00			2,726
075754	DE LA PARTE & GILBERT PA	421-4010-536.31-00	WS0919	4,985.00		4,985.00			4,985
075815	INTEGRITY PUBLIC FINANCE CONSULTING	421-4010-536.31-00		11,760.00	3,675.00	8,085.00			8,085
077972	WATER RESOURCE ASSOCIATES LLC	421-4010-536.31-00	WS0919	35,200.00		35,200.00			35,200
078058	WATER RESOURCE ASSOCIATES LLC	421-4010-536.31-00	WS0919	84,550.00	51,735.10	32,814.90			32,815
078120	DE LA PARTE & GILBERT PA	421-4010-536.31-00	WS0919	50,000.00	840.00	49,160.00			49,160
078424	STANTEC CONSULTING SERVICES INC.	421-4010-536.31-00		30,000.00	693.00	29,307.00			29,307
076240	KIRWIN NORRIS PA	421-4010-536.31-01		2,421.38		2,421.38			2,422
077360	DE LA PARTE & GILBERT PA	421-4010-536.31-01	WS0919	30,000.00	11,534.50	18,465.50			18,466
077494	KIRWIN NORRIS PA	421-4010-536.31-01		150,000.00	126,630.99	23,369.01			23,370
078317	JSR ENTERPRISES EAST COAST LLC	421-4010-536.63-00	FL21FI	28,070.67		28,070.67			28,071
078325	JSR ENTERPRISES EAST COAST LLC	421-4010-536.63-00	FL21FI	206,483.98	34,710.27	171,773.71			171,774
078325	JSR ENTERPRISES EAST COAST LLC	421-4010-536.63-00	FL21FI					11,770.35	11,770
077527	ALAN JAY CHEVROLET BUICK GMC	421-4010-536.64-00	CA2101	24,525.00		24,525.00			24,525
076475	VORTEX SERVICES, LLC	421-4020-536.31-03		9,280.29		9,280.29			9,281
077434	JACOBS ENGINEERING GROUP INC.	421-4020-536.31-03		439,708.00	423,969.15	15,738.85			15,739
077416	BIO-TECH CONSULTING,INC.	421-4020-536.34-00		7,400.00	5,500.00	1,900.00			1,900
075906	RING POWER CORPORATION-PALM BAY	421-4020-536.46-00	DY20DY	4,794.12		4,794.12			4,795
077367	TOMCO2 EQUIPMENT COMPANY	421-4020-536.46-00	DY20CE	4,729.72		4,729.72			4,730
078162	GOSSAMER BAY INC DBA	421-4020-536.46-00	DY20WL	31,680.00	21,460.00	10,220.00			10,220
078231	XYLEM WATER SOLUTIONS USA, INC (PA)	421-4020-536.46-00	DY20OZ	12,209.18	827.20	11,381.98			11,382
078291	RADWELL INTERNATIONAL INC	421-4020-536.46-00	DY20DY	1,582.36	532.36	1,050.00			1,050
078292	S::CAN MEASURING SYSTEMS, LLC	421-4020-536.46-00	DY20CE	20,350.00		20,350.00			20,350
078299	GRAYBAR ELECTRIC COMPANY INC - MELB	421-4020-536.46-00	DY20DY	34,566.72	1,046.07	33,520.65			33,521
078426	JSR ENTERPRISES EAST COAST LLC	421-4020-536.46-00	DY20GN	17,549.00	14,424.15	3,124.85			3,125
077998	WALKER INDUSTRIAL PRODUCTS, INC.	421-4020-536.52-00	SC20HI	4,182.00		4,182.00			4,182
078328	TRANE US INC (MAITLAND)	421-4020-536.64-00	WS21HV	25,344.00		25,344.00			25,344
078403	ARCHITECTS RZK, INC.	421-4025-536.31-03		4,523.15		4,523.15			4,524
075930	GOODSON PAVING INC	421-4025-536.46-00		133,947.99	118,412.27	15,535.72			15,536
077302	ACE FLOW CONTROL	421-4025-536.46-00	WS13BC	680,000.00	599,588.59	80,411.41			80,412
078408	GOODSON PAVING INC	421-4025-536.46-00		25,000.00	6,167.00	18,833.00			18,833
078464	FORTILINE, INC	421-4025-536.46-00	WS11FL	9,400.00		9,400.00			9,400
077528	ALAN JAY CHEVROLET BUICK GMC	421-4025-536.64-00	CA2101	64,431.00		64,431.00			64,431
077529	ALAN JAY CHEVROLET BUICK GMC	421-4025-536.64-00	CA2101	58,766.00		58,766.00			58,766
077530	ALAN JAY CHEVROLET BUICK GMC	421-4025-536.64-00	CA2101	92,181.00		92,181.00			92,181
077676	CAROLLO ENGINEERS, INC.	421-4055-536.31-03	WS1210	454,738.62	269,330.64	185,407.98			185,408
077834	CAROLLO ENGINEERS, INC.	421-4055-536.31-03		19,963.29	7,982.61	11,980.68			11,981
077091	ESRI INC	421-4055-536.55-00		5,300.00		5,300.00			5,300
071688	MEAD & HUNT, INC	421-4055-536.63-00	WS18FB	3,182.00		3,182.00			3,182
071924	BRANDES DESIGN-BUILD,INC.	421-4055-536.63-00	WS1001	420,315.30		420,315.30			420,316
071924	BRANDES DESIGN-BUILD,INC.	421-4055-536.63-00	WS1001					210,571.70	210,572
071946	BUSSEN- MAYER ENGINEERING GROUP INC	421-4055-536.63-00	WS1309	1,004.50		1,004.50			1,005
076691	CAROLLO ENGINEERS, INC.	421-4055-536.63-00	WS21LS	27,270.81	26,898.21	372.60			373
077555	DANUS UTILITIES, INC.	421-4055-536.63-00	WS21FM	233,100.00	55,944.00	177,156.00			177,156
077555	DANUS UTILITIES, INC.	421-4055-536.63-00	WS21FM					23,310.00	23,310
078265	CAROLLO ENGINEERS, INC.	421-4055-536.63-00	WS21LS	10,490.00	7,078.00	3,412.00			3,412
078455	DRMP, INC.	421-4055-536.63-00	WS21CG	83,558.00		83,558.00			83,558
077551	CAROLLO ENGINEERS, INC.	421-4120-536.31-03		97,430.00	52,705.72	44,724.28			44,725
077722	OVIVO USA, LLC	421-4120-536.46-00	WS21AR	85,950.00		85,950.00			85,950
078200	BARNEY'S PUMPS INC	421-4120-536.46-00		32,274.00		32,274.00			32,274
077229	FISHER SCIENTIFIC CO LLC	421-4120-536.52-00		6,280.00	4,656.12	1,623.88			1,624
071959	BRANDES DESIGN-BUILD, INC. AND	421-4120-536.63-00	WS1222	45,242.06		45,242.06			45,243
074875	CAROLLO ENGINEERS, INC.	421-4120-536.63-00	WS16SF	6,434.32		6,434.32			6,435
077507	CITY ELECTRIC SUPPLY	421-4125-536.46-00		3,338.03		3,338.03			3,339
077835	BARNEY'S PUMPS INC	421-4125-536.46-00	WS1411	15,489.00		15,489.00			15,489
077872	BARNEY'S PUMPS INC	421-4125-536.46-00	WS1411	20,157.00	12,766.00	7,391.00			7,391
078152	HYDRA SERVICE (S) INC	421-4125-536.46-00	WS1141	66,785.00		66,785.00			66,785
078453	LORD & COMPANY, INC	421-4125-536.64-15	CA2102	121,396.61		121,396.61			121,397
078453	LORD & COMPANY, INC	421-4125-536.64-15	CA2102					8,603.39	8,603
		GRAND TOTAL		**4,102,045.10**	**1,859,106.95**	**2,242,938.15**	**-**	**254,255**	**2,497,206**

Fiscal Year 2022 - Prior Year Purchase Order Budget Rollover
11/23/2021
Stormwater

P.O. NO	VENDOR NAME	ACCOUNT NUMBER	PROJECT #	ENCUMBRANCE AMT	LIQUIDATED AMT	OUTSTANDING AMT	RETAINAGE	CONTINGENCY	BUDGET ROLLOVER
077699	FUTURE HORIZONS, INC.	423-3570-538.31-00		24,510.85	14,899.74	9,611.11			9,612
077832	BEEMATS LLC	423-3570-538.31-00	SW20FW	10,300.00		10,300.00			10,300
078421	JET-VAC EQUIPMENT COMPANY, LLC	423-3570-538.44-00		19,750.00		19,750.00			19,750
078420	WHITE CAP LP	423-3570-538.46-00		6,675.00	1,053.95	5,621.05			5,622
077950	INFRASTRUCTURE SOLUTION SERVICES	423-3570-538.63-00	SW22BP	12,940.00	12,375.00	565.00			565
078295	MEAD & HUNT, INC	423-3570-538.63-00	SW21RE	33,502.00		33,502.00			33,502
078317	JSR ENTERPRISES EAST COAST LLC	423-3570-538.63-00	FL21FI	3,916.83		3,916.83			3,917
078325	JSR ENTERPRISES EAST COAST LLC	423-3570-538.63-00	FL21FI	28,811.71	4,843.29	23,968.42			23,968
078325	JSR ENTERPRISES EAST COAST LLC	423-3570-538.63-00	FL21FI					1,642.46	1,642
077665	SOUTHERN SEWER EQUIPSALES	423-3570-538.64-00	CA2101	129,181.97		129,181.97			129,182
		GRAND TOTAL		**269,588.36**	**33,171.98**	**236,416.38**	**-**	**1,642**	**238,061**

Fiscal Year 2022 - Prior Year Purchase Order Budget Rollover
11/23/2021
Renewal & Replace

P.O. NO	VENDOR NAME	ACCOUNT NUMBER	PROJECT #	ENCUMBRANCE AMT	LIQUIDATED AMT	OUTSTANDING AMT	RETAINAGE	CONTINGENCY	BUDGET ROLLOVER
078016	VORTEX SERVICES, LLC	424-4020-536.63-00	WS21WS	251,900.00	106,475.00	145,425.00			145,425
078017	CST INDUSTRIES, INC.	424-4020-536.63-00	WS21WS	162,842.00	105,847.30	56,994.70			56,995
078445	VORTEX SERVICES, LLC	424-4020-536.63-00	WS21OU	1,079,064.00		1,079,064.00			1,079,064
078445	VORTEX SERVICES, LLC	424-4020-536.63-00	WS21OU					108,000.00	108,000
078436	JEFFERY ALLEN, INC	424-4020-536.64-00	CA2101	14,618.70		14,618.70			14,619
074901	MEAD & HUNT, INC	424-4055-536.63-00	WS16MM	18,712.96	13,633.61	5,079.35			5,080
078454	DRMP, INC.	424-4055-536.63-00	WS20GS	39,454.00		39,454.00			39,454
078454	DRMP, INC.	424-4055-536.63-00	WS20G2	42,977.50		42,977.50			42,978
078276	TRILLIUM PUMPS USA, INC	424-4120-536.63-00	WS1222	88,965.00		88,965.00			88,965
		GRAND TOTAL		**1,698,534.16**	**225,955.91**	**1,472,578.25**	**-**	**108,000**	**1,580,580**

Fiscal Year 2022 - Prior Year Purchase Order Budget Rollover
11/23/2021
W/S Capital Projects 2018B

P.O. NO	VENDOR NAME	ACCOUNT NUMBER	PROJECT #	ENCUMBRANCE AMT	LIQUIDATED AMT	OUTSTANDING AMT	RETAINAGE	CONTINGENCY	BUDGET ROLLOVER
076454	WHARTON SMITH INC	426-4055-536.62-00	WS1404	6,047,472.60	5,734,589.62	312,882.98	172,277		140,607
074898	CH2M HILL ENGINEERS, INC.	426-4055-536.63-00	WS1404	238,435.50	72,788.44	165,647.06			165,648
076378	CH2M HILL ENGINEERS,	426-4055-536.63-00	WS1404	392,306.85	368,292.79	24,014.06			24,015
076379	CH2M HILL ENGINEERS, INC.	426-4055-536.63-00	WS1404	1,941,790.64	776,673.41	1,165,117.23			1,165,118
076454	WHARTON SMITH INC	426-4055-536.63-00	WS1404	9,027,399.53	7,708,683.77	1,318,715.76	726,100		592,616
077691	INTEGRATED FIRE & SECURITY SOLUTION	426-4055-536.63-00	WS1404	2,378,456.00	1,397,312.25	981,143.75	73,543		907,601
077691	INTEGRATED FIRE & SECURITY SOLUTION	426-4055-536.63-00	WS1404					237,845.00	237,845
076454	WHARTON SMITH INC	426-4055-536.64-00	WS1404	1,453,444.11	1,310,149.68	143,294.43	78,900		64,395
		GRAND TOTAL		**21,479,305.23**	**17,368,489.96**	**4,110,815.27**	**1,050,819**	**237,845**	**3,297,845**

City of Cocoa Budget Adjustment Form FY 2022 - 22-002-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: FN-1600 | DATE PREPARED: 11/22/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,580,189	001-0000-389.99-50		General Fund - See Tracking Sheet	$ 0	$ 0	$ 5,580,189	$ 0
$ 3,819,585			Fiske Blvd Fund - See Tracking Sheet	$ 0	$ 0	$ 3,819,585	$ 0
$ 6,627,020	421-0000-389.99-50		Water/Sewer Fund - See Tracking Sheet	$ 0	$ 0	$ 6,627,020	$ 0
$ 50,928	423-0000-389.99-50	SW21DP	Stormwater Fund - See Tracking Sheet	$ 0	$ 0	$ 50,928	$ 0
$ 7,499,308	424-0000-389.99-50		Renewal & Replace Fund - See Tracking Sh	$ 0	$ 0	$ 7,499,308	$ 0
$ 902,347	426-0000-389.99-50	WS18MI	W/S Capital Projects 2018B - See Tracking	$ 0	$ 0	$ 902,347	$ 0
$ 24,479,377	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,580,189			General Fund - See Tracking Sheet	$ 0	$ 0	$ 5,580,189	$ 0
$ 3,819,585			Fiske Blvd Fund - See Tracking Sheet	$ 0	$ 0	$ 3,819,585	$ 0
$ 6,627,020			Water/Sewer - See Tracking Log	$ 0	$ 0	$ 6,627,020	$ 0
$ 50,928	423-3570-538.63-00	SW21DP	Stormwater Fund - See Tracking Sheet	$ 0	$ 0	$ 50,928	$ 0
$ 7,499,308			Renewal & Replace Fund - See Tracking Sh	$ 0	$ 0	$ 7,499,308	$ 0
$ 902,347	426-4055-536.63-00	WS18MI	W/S Capital Projects 2018B - See Tracking	$ 0	$ 0	$ 902,347	$ 0
$ 24,479,377	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This budget amendment is to shore up the budget for FY22. This involves amending the budget to roll funds for capital projects from FY21 to FY22. Agenda 21-742

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/30/21 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

11/23/21 Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.11.23 11:46:26 -05'00'	11/23/21 Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.11.23 11:46:43 -05'00'	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.11.24 10:33:57 -05'00'
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
	11/23/21 Lora Howell Digitally signed by Lora Howell Date: 2021.11.23 15:31:17 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/21 - IT

City of Cocoa Budget Adjustment Form FY 2022 - 22-002-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: FN-1600 | DATE PREPARED: 11/22/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 47,389)			General Fund - See Tracking Sheet	$ 0	$ 0	($ 47,389)	$ 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	$ 0
($ 47,389)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 47,389			General Fund - See Tracking Sheet	$ 0	$ 0	$ 47,389	$ 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	$ 0
$ 47,389	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is to perform a budget transfer of salaries for the Grants Administrator. 50% of the salaries will be split between Finance and Economic Development. Agenda 21-742.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/30/21 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

11/23/21 Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.11.23 11:47:54 -05'00'	11/23/21 Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.11.23 11:48:13 -05'00'	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.11.24 10:48:48 -05'00'
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
	11/23/21 Lora Howell Digitally signed by Lora Howell Date: 2021.11.23 15:34:43 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/21 - IT

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
	001		**GENERAL FUND**					
22-002	001	Amendment	ERP Software General Fund Portion (Rebudget 21 and AFB)	General Government	Fund Balance Reserves	001-0000-389.99-50	3,000,000	
22-002	001	Amendment	ERP Software General Fund Portion (Rebudget 21 and AFB)	General Government	IT Related Operating	001-1600-513.56-15	3,000,000	
			General Government Department Total			Revenue	3,000,000	
			General Government Department Total			Expense	3,000,000	
			COMMUNITY DEVELOPMENT					
22-002	001	Amendment	New Houses Blake Subdivision	Community Development	Fund Balance Reserves	001-0000-389.99-50	750,000	CS21MB
22-002	001	Amendment	New Houses Blake Subdivision	Community Development	Buildings	001-3200-515.62-00	750,000	CS21MB
			Community Development Department Total			Revenue	750,000	
			Community Development Department Total			Expense	750,000	
			PUBLIC WORKS					
22-002	001	Amendment	Assigned Fund Balance	General	Fund Balance Reserves	001-0000-389.99-50	1,830,189	
22-002	001	Amendment	Common Theme Park Improvements Balance	Capital Projects	Repair and Maintenance	001-3580-513.46-00	63,000	PWFBPI
22-002	001	Amendment	Provost Park Improvements	Capital Projects	Repair and Maintenance Buildings	001-3580-519.46-02	100,000	PWFBPP
22-002	001	Amendment	Provost Park Improvements	Capital Projects	Buildings	001-3580-519.62-00	49,999	PWFBPP
22-002	001	Amendment	Provost Park Improvements	Capital Projects	Infrastructure	001-3580-519.63-00	732,058	PWFBPP
22-002	001	Amendment	Provost Park Improvements	Capital Projects	Machinery and Equipment	001-3580-519.64-00	8,000	PWFBPP
22-002	001	Amendment	Junny Rios Park	Capital Projects	Buildings	001-3580-519.62-00	25,020	PWFBJR
22-002	001	Amendment	Junny Rios Park	Capital Projects	Machinery and Equipment	001-3580-519.64-00	625,000	PWFBJR
22-002	001	Amendment	Bracco Pond Bathroom	Capital Projects	Buildings	001-3580-519.62-00	77,288	PWFBBP
22-002	001	Amendment	Carl Anderson Bathroom	Capital Projects	Buildings	001-3580-519.62-00	73,662	PWFBCA
22-002	001	Amendment	Fern and Prospect Bathroom	Capital Projects	Buildings	001-3580-519-62-00	76,162	PWFBFP
			Public Works Department Total			Revenue	1,830,189	
			Public Works Department Total			Expense	1,830,189	
			General Fund Total			Revenue	5,580,189	
			General Fund Total			Expense	5,580,189	
	303		**FISKE BOULEVARD COMPLETE STREETSCAPE**					
22-002	303	Amendment	Fiske Blvd Project	Streets	Fund Balance	303-0000-389.99-50	1,500,000	PW17SI
22-002	303	Amendment	Fiske Blvd Project	Streets	Infrastructure	303-3580-519.63-00	1,500,000	PW17SI
22-002	303	Amendment	FISKE 4337-428-R Grant Revenue	Stormwater	Fed Grant Fiske FEMA 4337-428-R	303-0000-331.90-01	2,319,585	GR2108
22-002	303	Amendment	FISKE 4337-428-R Grant Revenue	Stormwater	Fed Grant Fiske FEMA 4337-428-R	303-3570-538.63-01	2,319,585	GR2108
			Fiske Boulevard Complete Streetscape Total Amendments			Revenue	3,819,585	
			Fiske Boulevard Complete Streetscape Total Amendments			Expense	3,819,585	
	421		**WATER/SEWER FUND**					
22-002	421	Amendment	Uncommitted budget FY21		Fund Balance Reserves	421-0000-389.99-50	6,627,020	
22-002	421	Amendment	ERP Water Sewer Portion Rebudgeted and Reserves	Administration	IT Related Operating	421-4010-539.56-15	3,000,000	
22-002	421	Amendment	PLC Upgrade Belt Filter	Dyal	Infrastructure	421-4020-536.63-00	160,000	WS17FC
22-002	421	Amendment	Club Car Cadet	Dyal	Machinery and Equipment	421-4020-536.64-00	15,000	CA2101
22-002	421	Amendment	Cape Canaveral Main Replacement	Engineering	Infrastructure	421-4055-536-63-00	83,490	WS19CC
22-002	421	Amendment	Gravity Thickeners	Engineering	Infrastructure	421-4055-536-63-00	200,000	WS20GT
22-002	421	Amendment	Ozone Improvements	Engineering	Infrastructure	421-4055-536-63-00	59,647	WS21OZ
22-002	421	Amendment	Viera Pumping Station	Engineering	Infrastructure	421-4055-536-63-00	84,494	WS21VP
22-002	421	Amendment	Sellers Flow Improvements	Sewer Field Ops	Infrastructure	421-4120-536.63-00	2,829,818	WS16SF
22-002	421	Amendment	Pineda Contingency Budget (421) - Construction	Engineering	Infrastructure	421-4055-536.63-00	194,571	WS18MI
			WaterSewer Fund Total Amendments			Revenue	6,627,020	
			WaterSewer Fund Total Amendments			Expense	6,627,020	
	423		**STORMWATER FUND**					
			PUBLIC WORKS					
22-002	423	Amendment	Aurora Street Ditch Piping	Revenue	Fund Balance	423-0000-389.99-50	50,928	SW21DP
22-002	423	Amendment	Aurora Street Ditch Piping	Stormwater	Infrastructure	423-3570-538.63-00	50,928	SW21DP
			Stormwater Fund Total Amendment			Revenue	50,928	
			Stormwater Fund Total Amendment			Expense	50,928	

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
	424		**Renewal & Replace Fund**					
			UTILITIES - Water					
22-002	424	Amendment	FY22 Budget R/O	Revenue	Fund Balance	424-0000-389.99-50	6,409,308	
22-002	424	Amendment	Fiske Blvd (WS)	Engineering	Infrastructure	424-4055-536-63-00	860,879	WS18FB
22-002	424	Amendment	Dyal Surface Water Filter	Dyal	Infrastructure	424-4020-536.63-00	44,926	WS18SW
22-002	424	Amendment	Pipe Infrastructure	Engineering	Infrastructure	424-4055-536.63.00	2,500,000	WS1201
22-002	424	Amendment	Harrison Street	Engineering	Infrastructure	424-4055-536.63-00	197,293	WS18HS
22-002	424	Amendment	Dyal Well # 17	Engineering	Infrastructure	424-4055.536.63-00	1,000,000	WS20DW
22-002	424	Amendment	Sykes Creek Bridge	Engineering	Infrastructure	424-4055-536.63-00	1,350,000	WS21SC
22-002	424	Amendment	BRN Efficiency Improvements	Water Reclamation	Infrastructure	424-4120-536.63-00	436,035	WS1222
22-002	424	Amendment	Prepay for McNabb water main replacement to Cocoa Beach	Water Field Ops	Infrastructure	424-4025-536.63-00	20,175	WS21MR
22-002	424	Amendment	Lift Station 1 Grant	Revenue	L/S #1 HM #4337-232-R	424-0000-331.35-01	1,090,000	GR2102
22-002	424	Amendment	Lift Station 1 Grant	Engineering	FDEM H44 LS	424-4055-536.63-06	1,090,000	GR2102
			Renewal & Replace Fund Amendment			Revenue	7,499,308	
			Renewal & Replace Fund Amendment			Expense	7,499,308	
	426		**WATER/SEWER CAPITAL PROJECTS 2018 BOND FUND**					
			UTILITIES					
22-002	426	Amendment	Pineda Contingency (426) - Construction	Revenue	Fund Balance	426-0000-389.99-50	902,347	
22-002	426	Amendment	Pineda Contingency (426) - Construction	Engineering	Infrastructure	426-4055-536.63-00	902,347	WS18MI
			Water/Sewer Capital Projects 2018 Bond Fund			Revenue	902,347	
			Water/Sewer Capital Projects 2018 Bond Fund			Expense	902,347	

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
	001		**GENERAL FUND**					
			FINANCE					
22-002	001	Transfer	To move 50% of Grants Admin salary to Finance	Economic Development	Regular Salaries & Wages	001-1105-559.12-00	(28,488)	
22-002	001	Transfer	To move 50% of Grants Admin salary to Finance	Economic Development	FICA Taxes	001-1105-559.21-00	(2,308)	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Economic Development	Retirement Contributions	001-1105-559.22-00	(3,083)	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Economic Development	Insurances	001-1105-559.23-00	(95)	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Economic Development	Medical	001-1105-559.23-04	(11,561)	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Economic Development	Dental Insurance	001-1105-559.23-07	(443)	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Economic Development	Vision Insurance	001-1105-559.23-08	(69)	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Economic Development	Long Term Disability	001-1105-559.23-09	(96)	
22-002	001	Transfer	To move 50% of Grants Admin salary to Finance	Economic Development	Worker's Compensation	001-1105-559.24-00	(46)	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Economic Development	Benefit Offset	001-1105-559.27-00	(1,200)	
22-002	001	Transfer	To move 50% of Grants Admin salary to Finance	Finance General Accounting	Regular Salaries & Wages	001-1500-513.12-00	28,488	
22-002	001	Transfer	To move 50% of Grants Admin salary to Finance	Finance General Accounting	FICA Taxes	001-1500-513.21-00	2,308	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Finance General Accounting	Retirement Contributions	001-1500-513.22-00	3,083	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Finance General Accounting	Insurances	001-1500-513.23-00	95	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Finance General Accounting	Medical	001-1500-513.23-04	11,561	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Finance General Accounting	Dental Insurance	001-1500-513.23-07	443	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Finance General Accounting	Vision Insurance	001-1500-513.23-08	69	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Finance General Accounting	Long Term Disability	001-1500-513.23-09	96	
22-002	001	Transfer	To move 50% of Grants Admin salary to Finance	Finance General Accounting	Worker's Compensation	001-1500-513.24-00	46	
22-002	001	Transfer	To move 50% of Grants Admin benefits to Finance	Finance General Accounting	Benefit Offset	001-1500-513.27-00	1,200	
			Finance Department Total			Increase	47,389	
			Finance Department Total			Decrease	(47,389)	
			General Fund Total			Increase	47,389	
			General Fund Total			Decrease	(47,389)	

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-736

File ID:	21-736	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	11/03/2021
Subject:	October, 2021 Monthly Purchasing Approval Information			**Final Action:**	

Title: Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 10/31/2021.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	PO Monthy Report to City Council 10.01.21 thru 10.31.21.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:



Purchase Order Approvals 10-01-21 thru 10-31-21

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 10

City Manager = 8

City of Cocoa CRA Board = 0

City Council = 2

Purchase Order Approvals 10-01-21 thru 10-31-21
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
78613	10/14/2021	LisaCullen Tax Collector	$ 36,960.00	10/14/2021	Stockton Whitten
78617	10/14/2021	Five9 Inc	$ 36,060.00	10/14/2021	Stockton Whitten
78625	10/14/2021	MCCI, LLC	$ 36,775.15	10/14/2021	Stockton Whitten
78641	10/14/2021	Brev City Emergency Management	$ 41,580.00	10/14/2021	Stockton Whitten
78678	10/14/2021	Trane US	$ 43,696.00	10/14/2021	Stockton Whitten
78805	10/28/2021	Polydyne Inc	$ 42,000.00	10/26/2021	Stockton Whitten
78812	10/28/2021	Hach Company	$ 35,594.20	10/27/2021	Stockton Whitten
78818	10/28/2021	Insource Software Solutions	$ 36,135.98	10/27/2021	Stockton Whitten

8	Purchase Order Approved by City Manager

Prepared by Purchasing 11/3/2021

Purchase Order Approvals 10-01-21 thru 10-31-21
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

Purchase Order Approvals 10-01-21 thru 10-31-21
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
78806	10/28/2021	Glover Oil Company	$ 41,012.00	10/13/2020	City Council
78807	10/28/2021	Glover Oil Company	$ 35,250.00	10/13/2020	City Council

2	Purchase Order Approved by City Council

Prepared by Purchasing 11/3/2021

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-749

File ID:	21-749	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	11/10/2021
Subject:				**Final Action:**	

Title: FY 2022 Budget Adjustment Report

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Pd 1. October FY 2022 EXPENSE Budget Tracking Worksheet.pdf, Pd 1. October FY 2022 REVENUE Budget Tracking Worksheet.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1600 - GENERAL OPERATIONS					
10/01/21	001-1600-513.31-33	(207,853)	ASSIGN PROJECT BUDGET		38
	001-1600-513.52-33	(100,548)			
	001-1600-513.48-00	(900)			
	001-1600-513.48-00	900			
	001-1600-513.52-33	100,548			
	001-1600-513.31-33	207,853			
10/06/21	001-1600-513.23-06	(36,801)	MOVE BUDGET TO CORRECT AC		49
	001-1600-513.23-05	(2,057)			
	001-1600-513.23-08	375			
	001-1600-513.23-07	1,682			
	001-1600-513.23-08	6,203			
	001-1600-513.23-07	30,598			
2	Budget Amendments/Transfers		Division 1600 Total	$0	
1601 - EMERGENCY/DISASTER SVS					
10/01/21	001-1601-525.52-00	(20,000)	ASSIGN PROJECT BUDGET		38
	001-1601-525.52-00	20,000			
1	Budget Amendments/Transfers		Division 1601 Total	$0	
2100 - POLICE ADMIN/OPERATIONS					
10/01/21	001-2100-521.64-00	(443,048)	ASSIGN PROJECT BUDGET		38
	001-2100-521.52-00	(156,560)			
	001-2100-521.44-00	(81,492)			
	001-2100-521.52-02	(38,514)			
	001-2100-521.34-00	(31,641)			
	001-2100-521.56-15	(19,939)			
	001-2100-521.55-00	(15,227)			
	001-2100-521.49-21	(15,000)			
	001-2100-521.40-00	(14,104)			
	001-2100-521.46-00	(13,927)			
	001-2100-521.41-00	(12,300)			
	001-2100-521.47-00	(5,028)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/01/21	001-2100-521.46-03	(4,700)	ASSIGN PROJECT BUDGET	38
	001-2100-521.54-00	(4,515)		
	001-2100-521.42-00	(841)		
	001-2100-521.51-00	(432)		
	001-2100-521.48-00	(350)		
	001-2100-521.40-00	15		
	001-2100-521.47-00	48		
	001-2100-521.56-15	58		
	001-2100-521.54-00	80		
	001-2100-521.52-02	100		
	001-2100-521.54-00	100		
	001-2100-521.56-15	141		
	001-2100-521.40-00	150		
	001-2100-521.52-00	150		
	001-2100-521.54-00	150		
	001-2100-521.42-00	165		
	001-2100-521.51-00	182		
	001-2100-521.52-02	187		
	001-2100-521.52-02	200		
	001-2100-521.52-02	227		
	001-2100-521.55-00	240		
	001-2100-521.51-00	250		
	001-2100-521.48-00	350		
	001-2100-521.54-00	365		
	001-2100-521.40-00	405		
	001-2100-521.40-00	450		
	001-2100-521.52-00	471		
	001-2100-521.55-00	495		
	001-2100-521.47-00	500		
	001-2100-521.41-00	540		
	001-2100-521.54-00	605		
	001-2100-521.47-00	640		
	001-2100-521.47-00	650		
	001-2100-521.42-00	676		
	001-2100-521.47-00	750		
	001-2100-521.40-00	755		
	001-2100-521.55-00	798		
	001-2100-521.52-02	845		
	001-2100-521.52-00	900		
	001-2100-521.52-02	932		
	001-2100-521.55-00	999		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/01/21	001-2100-521.46-03	1,000	ASSIGN PROJECT BUDGET	38
	001-2100-521.46-03	1,000		
	001-2100-521.46-03	1,000		
	001-2100-521.52-00	1,044		
	001-2100-521.52-02	1,055		
	001-2100-521.40-00	1,108		
	001-2100-521.34-00	1,135		
	001-2100-521.55-00	1,200		
	001-2100-521.52-00	1,250		
	001-2100-521.54-00	1,275		
	001-2100-521.46-00	1,358		
	001-2100-521.52-02	1,419		
	001-2100-521.34-00	1,481		
	001-2100-521.52-02	1,535		
	001-2100-521.56-15	1,694		
	001-2100-521.46-03	1,700		
	001-2100-521.55-00	1,740		
	001-2100-521.54-00	1,940		
	001-2100-521.40-00	1,991		
	001-2100-521.52-00	2,000		
	001-2100-521.55-00	2,065		
	001-2100-521.41-00	2,160		
	001-2100-521.40-00	2,265		
	001-2100-521.52-02	2,356		
	001-2100-521.47-00	2,440		
	001-2100-521.56-15	3,000		
	001-2100-521.52-00	3,128		
	001-2100-521.52-00	3,258		
	001-2100-521.56-15	3,526		
	001-2100-521.52-00	3,658		
	001-2100-521.52-00	3,861		
	001-2100-521.52-02	4,048		
	001-2100-521.52-00	4,178		
	001-2100-521.52-00	5,512		
	001-2100-521.46-00	5,750		
	001-2100-521.52-00	5,850		
	001-2100-521.52-00	6,144		
	001-2100-521.52-00	6,389		
	001-2100-521.46-00	6,819		
	001-2100-521.40-00	6,965		
	001-2100-521.55-00	7,690		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/01/21	001-2100-521.44-00	8,400	ASSIGN PROJECT BUDGET		38
	001-2100-521.52-00	8,515			
	001-2100-521.41-00	9,600			
	001-2100-521.52-00	10,624			
	001-2100-521.52-00	11,293			
	001-2100-521.52-00	11,466			
	001-2100-521.56-15	11,520			
	001-2100-521.49-21	15,000			
	001-2100-521.64-00	16,772			
	001-2100-521.44-00	18,870			
	001-2100-521.52-02	25,610			
	001-2100-521.52-00	25,884			
	001-2100-521.64-00	27,756			
	001-2100-521.34-00	29,025			
	001-2100-521.52-00	40,985			
	001-2100-521.44-00	54,222			
	001-2100-521.64-00	398,520			
1	Budget Amendments/Transfers		Division 2100 Total	$0	
2101 - POLICE COMMUNICATIONS					
10/01/21	001-2101-521.64-00	(106,757)	ASSIGN PROJECT BUDGET		38
	001-2101-521.40-00	(12,372)			
	001-2101-521.34-00	(5,874)			
	001-2101-521.55-00	(1,450)			
	001-2101-521.54-00	(175)			
	001-2101-521.54-00	175			
	001-2101-521.55-00	1,450			
	001-2101-521.34-00	5,874			
	001-2101-521.40-00	12,372			
	001-2101-521.64-00	106,757			
1	Budget Amendments/Transfers		Division 2101 Total	$0	
2200 - FIRE ADMINISTRATION					
10/01/21	001-2200-522.64-00	(38,725)	ASSIGN PROJECT BUDGET		38
	001-2200-522.64-00	38,725			
1	Budget Amendments/Transfers		Division 2200 Total	$0	
2201 - FIRE OPERATIONS					
10/01/21	001-2201-522.64-00	(88,000)	ASSIGN PROJECT BUDGET		38
	001-2201-522.64-00	88,000			
10/05/21	001-2201-522.64-00	634,500	REPLACE RESERVE ENGINE RESO# 2021-1069		295
2	Budget Amendments/Transfers		Division 2201 Total	$634,500	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3200 - ADMINISTRATION					
10/15/21	001-3200-515.31-15	30,000	AACR GRANT RESO# 2021-097		144
1	Budget Amendments/Transfers		Division 3200 Total	$30,000	
3510 - STREET MANAGEMENT					
10/01/21	001-3510-541.63-00	(300,000)	ASSIGN PROJECT BUDGET		38
	001-3510-541.64-00	(98,568)			
	001-3510-541.64-00	32,500			
	001-3510-541.64-00	66,068			
	001-3510-541.63-00	300,000			
1	Budget Amendments/Transfers		Division 3510 Total	$0	
3520 - PARKS & BEAUTIFICATION					
10/01/21	001-3520-572.64-00	(90,288)	ASSIGN PROJECT BUDGET		38
	001-3520-572.64-00	90,288			
1	Budget Amendments/Transfers		Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
10/01/21	001-3540-519.64-00	(103,000)	ASSIGN PROJECT BUDGET		38
	001-3540-519.64-00	35,000			
	001-3540-519.64-00	68,000			
10/19/21	001-3540-519.64-00	(6,905)	FUND LIFT QUOTE RESO# 2021-100		297
	001-3540-519.64-00	6,905			
2	Budget Amendments/Transfers		Division 3540 Total	$0	
3560 - FACILITY MANAGEMENT					
10/01/21	001-3560-519.64-00	(99,060)	ASSIGN PROJECT BUDGET		38
	001-3560-519.64-00	28,080			
	001-3560-519.64-00	33,480			
	001-3560-519.64-00	37,500			
1	Budget Amendments/Transfers		Division 3560 Total	$0	
3580 - CAPITAL PROJECTS MNGMT					
10/01/21	001-3580-519.62-00	(25,000)	ASSIGN PROJECT BUDGET		38
	001-3580-519.63-00	(20,000)			
	001-3580-519.63-00	20,000			
	001-3580-519.62-00	25,000			
10/21/21	001-3580-519.63-00	575,000	STRADLEY PARK IMPRV RESO# 2021-105		298
2	Budget Amendments/Transfers		Division 3580 Total	$575,000	
16	Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,239,500**	
3240 - HOUSING GRANTS					
10/22/21	105-3240-554.82-00	(127,980)	CORRECT ACCOUNT NUMBERS		229
	105-3240-554.83-00	127,980			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 3240 Total	$0	
	1 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
10/11/21	110-3230-559.39-00	(12,000)	CONCRETE FOR GTWY FIGURE 21-650		86
	110-3230-559.63-00	12,000			
1	Budget Amendments/Transfers		Division 3230 Total	$0	
	1 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
10/26/21	111-3230-559.39-00	(1,600)	ANNUAL REDEVELOP CONF RESO# 21-686		255
	111-3230-559.40-00	445			
	111-3230-559.55-00	1,155			
1	Budget Amendments/Transfers		Division 3230 Total	$0	
	1 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
1515 - UTILITY SUPPORT SERVICES					
10/01/21	421-1515-536.64-15	(9,950)	ASSIGN PROJECT BUDGET		38
	421-1515-536.64-15	9,950			
1	Budget Amendments/Transfers		Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
10/06/21	421-4010-536.23-06	(12,133)	MOVE BUDGET TO CORRECT AC		49
	421-4010-536.23-05	(810)			
	421-4010-536.23-08	137			
	421-4010-536.23-07	673			
	421-4010-536.23-08	2,045			
	421-4010-536.23-07	10,088			
10/11/21	421-4010-536.39-00	(464,910)	PLUCKEBAUM & MARLIN PRJ RESO# 21-296		296
	421-4010-581.91-24	464,910			
2	Budget Amendments/Transfers		Division 4010 Total	$0	
4020 - DYAL PLANT					
10/01/21	421-4020-536.52-09	(4,366,466)	ASSIGN PROJECT BUDGET		38
	421-4020-536.64-00	(318,769)			
	421-4020-536.63-00	(250,000)			
	421-4020-536.64-15	(175,000)			
	421-4020-536.64-15	5,000			
	421-4020-536.52-09	11,000			
	421-4020-536.52-09	18,000			
	421-4020-536.52-09	18,500			
	421-4020-536.52-09	30,000			
	421-4020-536.52-09	32,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/01/21	421-4020-536.52-09	42,000	ASSIGN PROJECT BUDGET		38
	421-4020-536.52-09	71,705			
	421-4020-536.64-00	74,768			
	421-4020-536.64-15	170,000			
	421-4020-536.52-09	174,500			
	421-4020-536.52-09	186,100			
	421-4020-536.52-09	193,641			
	421-4020-536.64-00	244,001			
	421-4020-536.52-09	246,100			
	421-4020-536.63-00	250,000			
	421-4020-536.52-09	268,000			
	421-4020-536.52-09	295,750			
	421-4020-536.52-09	388,122			
	421-4020-536.52-09	735,727			
	421-4020-536.52-09	1,655,321			
1	Budget Amendments/Transfers		Division 4020 Total	$0	
4025 - WATER FIELD OPERATIONS					
10/01/21	421-4025-536.64-00	(265,509)	ASSIGN PROJECT BUDGET		38
	421-4025-536.64-00	96,070			
	421-4025-536.64-00	169,439			
1	Budget Amendments/Transfers		Division 4025 Total	$0	
4055 - ENGINEERING					
10/01/21	421-4055-536.63-00	(1,551,936)	ASSIGN PROJECT BUDGET		38
	421-4055-536.63-00	1,551,936			
1	Budget Amendments/Transfers		Division 4055 Total	$0	
4120 - WATER RECLAMATION					
10/01/21	421-4120-536.63-00	(525,000)	ASSIGN PROJECT BUDGET		38
	421-4120-536.52-09	(121,792)			
	421-4120-536.64-00	(35,216)			
	421-4120-536.64-15	(10,000)			
	421-4120-536.64-15	10,000			
	421-4120-536.52-09	16,974			
	421-4120-536.52-09	21,218			
	421-4120-536.64-00	35,216			
	421-4120-536.52-09	83,600			
	421-4120-536.63-00	525,000			
1	Budget Amendments/Transfers		Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
10/01/21	421-4125-536.64-00	(627,916)	ASSIGN PROJECT BUDGET		38

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/01/21	421-4125-536.64-15	(130,000)	ASSIGN PROJECT BUDGET		38
	421-4125-536.64-15	130,000			
	421-4125-536.64-00	150,780			
	421-4125-536.64-00	477,136			
1	Budget Amendments/Transfers		Division 4125 Total	$0	
8	Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$0**	
3570 - STORMWATER UTILITY					
10/01/21	423-3570-538.63-00	(475,000)	ASSIGN PROJECT BUDGET		38
	423-3570-538.64-00	(67,620)			
	423-3570-538.52-33	(3,528)			
	423-3570-538.52-33	3,528			
	423-3570-538.64-00	13,500			
	423-3570-538.64-00	54,120			
	423-3570-538.63-00	75,000			
	423-3570-538.63-00	150,000			
	423-3570-538.63-00	250,000			
1	Budget Amendments/Transfers		Division 3570 Total	$0	
1	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$0**	
4020 - DYAL PLANT					
10/01/21	424-4020-536.63-00	(250,000)	ASSIGN PROJECT BUDGET		38
	424-4020-536.64-15	(250,000)			
	424-4020-536.64-00	(200,000)			
	424-4020-536.64-00	200,000			
	424-4020-536.63-00	250,000			
	424-4020-536.64-15	250,000			
1	Budget Amendments/Transfers		Division 4020 Total	$0	
4055 - ENGINEERING					
10/01/21	424-4055-536.63-00	(1,715,000)	ASSIGN PROJECT BUDGET		38
	424-4055-536.63-00	150,000			
	424-4055-536.63-00	375,000			
	424-4055-536.63-00	590,000			
	424-4055-536.63-00	600,000			
10/11/21	424-4055-536.63-00	2,964,910	PLUCKEBAUM & MARLIN PRJ RESO# 21-296		296
2	Budget Amendments/Transfers		Division 4055 Total	$2,964,910	
4120 - WATER RECLAMATION					
10/01/21	424-4120-536.64-15	(1,363,371)	ASSIGN PROJECT BUDGET		38
	424-4120-536.63-00	(1,300,000)			
	424-4120-536.63-00	300,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/01/21	424-4120-536.63-00	1,000,000	ASSIGN PROJECT BUDGET		38
	424-4120-536.64-15	1,363,371			
1	Budget Amendments/Transfers		Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
10/01/21	424-4125-536.63-00	(675,000)	ASSIGN PROJECT BUDGET		38
	424-4125-536.63-00	275,000			
	424-4125-536.63-00	400,000			
1	Budget Amendments/Transfers		Division 4125 Total	$0	
5	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$2,964,910**	

33 Transfers & Amendments between 10/1/2021 and 10/31/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **4,204,410**

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 Report\FY 2022 - Budget Tracking Worksheets\FY 2022 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocockc

FY 2021 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/01/21	001-0000-331.20-15	(118,921)	ASSIGN PROJECT BUDGET		38
	001-0000-331.20-15	118,921			
10/05/21	001-0000-389.99-50	634,500	REPLACE RESERVE ENGINE RESO# 2021-1069		295
10/15/21	001-0000-331.70-02	30,000	AACR GRANT RESO# 2021-097		144
10/21/21	001-0000-389.99-50	575,000	STRADLEY PARK IMPRV RESO# 2021-105		298
4 Budget Amendments/Transfers			Division 0000 Total	$1,239,500	
4 Total Budget Amendments/Transfers			**GENERAL FUND**	**$1,239,500**	
10/11/21	424-0000-381.91-21	464,910	PLUCKEBAUM & MARLIN PRJ RESO# 21-296		296
	424-0000-389.99-50	2,500,000			
1 Budget Amendments/Transfers			Division 0000 Total	$2,964,910	
1 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$2,964,910**	

5 Transfers & Amendments between 10/1/2021 and 10/31/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS 4,204,410

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.

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Date: 11/10/2021