City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, November 28, 2023

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 23-748 Approval of the November 28, 2023 Regular City Council Meeting Agenda as written or with amendments.

Attachments: 11-14-23 Short Agenda.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 23-747

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.

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V. CONSENT AGENDA:

V.1 23-681 Approve a Resolution Amending the Fiscal Year 2023 Adopted Budget, BAF#23-133-A&T, to “Shore Up” departmental accounts with negative balances or project budgets, through the use of various budgeted lines or fund balance.

Attachments: Budget Resolution FY 2023- 138 ADA Compliant.docx

BAF 23-133-A-FN-Year End Cleanup (11-28-23) Agenda 23-681.pdf

EoY FY 23 Amendment Tracking Sheet.pdf

BAF 23-133-T-FN-Year End Cleanup (11-28-23) Agenda 23-681.pdf

EoY FY 23 Transfer Tracking Sheet.pdf

V.2 23-705 Approve a Budget Resolution Amending the FY24 Budget, BAF#24-025-T for the use of Stormwater Contingency funds for the following:
1) $24,907 for a Task Order Modification to Mead & Hunt for additional Engineer of Record (EOR) support services for the construction of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. Authorize the City Manager to sign the Task Order Change Order and issue the Change Order.
2) $27,826 for the cost of the Floating Wetlands Bond.

Attachments:
TO-MEAD & HUNT 2022-26.1 $24,907.00 - PW.pdf
110223 - Mead&Hunt - TO 2022-26 - CO #1 - $24,907.pdf
TO-MEAD & HUNT 2022-26 $66,860.00 - PW Fully Executed.pdf
Budget Resolution FY 2023-136ADA Compliant.docx
BAF 24-025-T-SW- EOR Services Fiske & Bond (11.28.23) Agenda 23-705.pdf

V.3 23-731 Approve a Resolution Amending the FY2023 Budget, BAF# 23-134-IFT-1 to return funds to Cocoa CRA as a result of unspent budget for Cocoa Village CRA policing contract with Cocoa PD.

Attachments:
Budget Resolution FY 2023-137 ADA Compliant.docx
BAF 23-134-IFT-1-FN-Cocoa Village Policing Return of Overage (11-28-23) City

MULTI-YEAR CONTRACTS:

V.4(b) 23-648 To Approve Task Order 2024-05 with Carollo Engineers, Inc. for Engineering Services During Construction for the Jerry Sellers Water Reclamation Facility Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project; To Approve as a Multi-Year Contract from FY2024 through FY2025.

Attachments:
TO - CAROLLO 2024-05 $877,598 UT-ENGR .pdf
Q-23-13-COC Executed Agreement Engineering Services-Carollo.pdf
COI Expires 7.4.24.pdf
20231025_TO05_Cocoa_IPS_IRP_TP_CS proposal.pdf
CCNA memo IRP 11.8.2023 wAttach.pdf

V.5(b) 23-714 Approve Participation in a Multi-Year Piggy-Back Agreement with Fausnight Stripe & Line, Inc. for Roadway Markings, Striping and Brick Texture Surfacing utilizing Seminole County Contract No. IFB-604562-23/LNF, Effective 11/28/2023 through 08/28/2026, with two (2) each one-year renewal option. Authorize the City Manager to sign the related agreements and renewals and issue the purchase order(s).

Attachments:
- 2._Executed_IFB-604562-23_(Fausnight).pdf
- 23-0860 FY2024 City of Cocoa.pdf
- PARTIALLY EXECUTED Standard Form for Piggyback Contract No. IFB-60456
- SIGNED E-Verify Contractor Affidavit.pdf

VI. PUBLIC HEARINGS:

VI.1 23-744 Two matters related to the Mountain Cove Homes at Lakes at Cocoa Grove Development - (1) Consider Petition filed by Mountain Cove Homes at Lakes at Cocoa Grove, LLC. to create a community development district pursuant to Chapter 190, Florida Statutes, and approve on First Reading Ordinance No. 27-2023 Creating the Lakes at Cocoa Grove Community Development District. (Community Services Director); and (2) Postpone consideration and approval of the First Amendment to Settlement Implementation Agreement to the City Council Meeting to be held on December 12, 2024 at 6:00 p.m. for purposes of preserving public notice of the adoption of the proposed agreement.

Attachments:
- Concept Plan
- _____-2023 Ordinance Establishing Lakes at Cocoa Grove CDD
- (Filed) 2023 Assembled Petition to Establish CDD - Lakes at Cocoa Grove
- Pre-filed Testimony-Craig Wrathell with Affidavit
- Pre-filed Testimony-Hassan Kamal with Affidavit
- Pre-filed Testimony-Victor Solorzano-with Affidavit
- Public Hearing-Establishment-1st Publication Tear Sheet

VII. COUNCIL BUSINESS:

VII.1 23-701 Approval of the amended street closure for the HCVMS Holiday Bicycle Parade and a new street closure request for Family Promise. The Family Promise Street Closure is outside the Central Business District.

Attachments:
- 2023 HCVMS Holiday Bike Parade 12-15-2023.pdf

VII.2 23-703 Approve the requested 2024 street closures associated with the proposed Special Events.

VII.3 23-702 Annual Appointment of the Deputy Mayor.

VII.4 23-711 Approve the time change for the upcoming Cocoa/Rockledge Holiday Parade on December 9, 2023.

VII.5 23-736 Consider the reappointment of Wesley Park as a member of the Planning & Zoning Board through November, 2026.

Attachments: 11-1-23 Park Intent to Reapply.pdf

Planning Roster.pdf

VII.6 **23-751**

VIII. CITY BUSINESS:

VIII.1 23-657 Authorize the City Manager to negotiate the sale of City of Cocoa asset 9518 T32, a 2015 Sutphen SPH-100 Tower Ladder Truck, through Sourcewell Contract 120921-BLE; Authorize a Budget Amendment to receive revenue from the sale of SPH-100; Approve a Resolution Amending the FY24 Budget, BAF#24-026-A, and Authorize a Change Order to PO# 80739 2024 / 2025 Sutphen Heavy Duty Monarch Pumper Rescue Truck and convert this truck to a 2024 / 2025 Sutphen SL75 Aerial Heavy-Duty Pumper Rescue Truck.

Attachments: 2011 247 Aerial Tower.pdf

Cocoa FD Tower 32 Aerial Report (7-23).pdf

cocoa sph100 photo.pdf

SPH-100 Appraisal Sheet 2023.pdf

T32 Straight Line Depreciation Report.pdf

HS-7920 Change Order to SL75.pdf

BM Purchase offer 11-17-2023.pdf

120921-BL Authorization Memo.pdf

Budget Resolution FY 2023-139 ADA Compliant.docx

BAF 24-026-A-PW-SOURCEWELL - TOWER TRUCK (11-28-23) AGENDA 23-(

VIII.2 23-704 Notice to Council on the grant application to the Florida Department of Environmental Protection for the purpose of developing a Vulnerability Assessment for the City of Cocoa.

Attachments: FS 380.093.docx

City of Cocoa - RAN-01001.pdf

Internal Grant Application - Reslient Florida Application (Vuln Assmnt).pdf

IX. INFORMATIONAL AGENDA:

IX.1 23-733 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

Attachments: Change Orders-CM Authorized October 2023.pdf

IX.2 23-734 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments: Budget Classification Report October 2023.pdf

IX.3 23-742 FY 2024 October Budget Adjustment Report

Attachments: FY 2024 REVENUE Budget Tracking Worksheet-20231101.pdf
FY 2024 EXPENSE Budget Tracking Worksheet-20231101.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: Monica Arsenault, Interim City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(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.

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
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This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

Legislation Details (With Text)

File #:	23-748	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/21/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	Approval of the November 28, 2023 Regular City Council Meeting Agenda as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-14-23 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 21, 2023
Agenda Date: November 28, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the November 28, 2023 Regular City Council Meeting Agenda as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the November 28, 2023 Regular City Council Meeting Agenda as written or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: November 14, 2023
Time: 6:00 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: Regular Meeting of November 14, 2023. (23-718).

2. Minutes: (a) Regular Meeting of September 12, 2023. (23-717).
(b) Regular Meeting of September 26, 2023. (23-719).

III. Awards and Presentations:

1. Proclaiming the City's Support for its Sister City, Beit Shemesh, Israel. (23-699).

2. Historic Cocoa Village Main Street Presents Hot Cocoa Holidays. (23-700).

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.

This Agenda may be Amended up until or at the Meeting

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

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY2024 Budget, BAF#24-011-A to fund the Stradley Park Project. Authorize the City Manager to Approve a Task Order/Purchase Order to W&J Construction Corporation utilizing the existing Piggy-back contract for Brevard County's Continuing Construction Manager (At Risk) Services, Contract # RFQ 6-22-05 Effective July 7, 2022 through 11/21/2025 for the Guaranteed Maximum Price (GMP) of $621,637 for improvements to the Football Field at Don "Mo" Stradley Memorial Park. Approve a Contingency Resolution Authorizing the City Manager to issue Owner Directed Change Order not to exceed $60,000. (23-629). (Interim Public Works Director)

2. Approve Participation in Cooperative Purchasing Agreements for the Purchase of Vehicles and the associated options and equipment for FY-2024 Utilizing Sourcewell Contracts 2024 091521-NAF&06, 060920-ATC and Florida State DMS PA 25100000-23-STC; Approve a Resolution Amending the FY24 Budget BAF#24-016-A for the additional cost of one vehicle and the FY23 Vehicle Budget Roll for unencumbered funds, and Authorize City Manager to execute Purchase Orders to Contract Dealers. (23-658). (Interim Public Works Director)

3. Approve Utilities Easements with Brightline Trains Florida, LLC and Mountain Cove Homes at Lakes at Cocoa Grove, LLC. (23-713). (City Attorney)

(B) Multi-Year Contracts:

4. Approval to enter into a multi-year agreement with Brevard County regarding the Public Safety Radio System Annual User Agreement and the City of Cocoa for radio system services. (23-628). (Fire Chief)

5. Approve Participation in a Multi-Year Piggy-Back Agreement with Inliner Solutions for Cured in Place Pipe Lining Utilizing Volusia County's Contract # 22-B-41HO Effective November 14, 2023 through September 19, 2025. Authorize the City

Manager to Approve a Task Order/Purchase Order to Inliner Solutions utilizing this piggy-back contract for Cured in Place Pipe Lining for $155,095 for 1,252 linear feet of pipe lining. Approve a Contingency Resolution Authorizing the City Manager to issue Change Order(s) not to exceed $4,905. (23-645). (Interim Public Works Director)

6. To Approve a Resolution Amending the FY2024 Budget, BAF No. 24-021-IFT; Approve the Vortex Proposal for Manhole Rehabilitation Services Utilizing the HGAC (Houston-Galveston Area Council) National Cooperative Purchasing Contract No. TP07-18 Effective July 1, 2018 through June 29, 2021, Renewed Through June 30, 2024. (23-676). (Utilities Director)

7. To Approve the Insituform Technologies, LLC Proposal for Cured in Place Pipe (CIPP) Rehabilitation Services and Sanitary Sewer Mid-Term Cleaning & CCTV Inspections of Main Line Sewers Utilizing the Clay County Utility Authority Bid No. 18/19-A7 effective June 18, 2022 through June 18, 2024. (23-678). (Utilities Director)

8. Approve an Amendment of a multi-year piggyback agreement for Surveying Services with Southeastern Surveying and Mapping Corp., based on the City of St. Cloud contract RFQ 2022-032. Authorize the City Manager to approve amendment or extensions to the agreement effective on June 29, 2023, and renew upon expiration of the initial term on September 30, 2023, through September 16, 2025. Authorize the City Manager to Adjust the FY24 Budget and approve Purchase Orders as needed, and within his Authority. (23-721). (City Manager)

VI. Public Hearings:

1. Pass on SECOND READING Ordinance 17-2023, an Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Tax Parcel ID 24-36-33-80-23). (23-715). (City Planner)

2. Approval of a Final Subdivision Plat known as Adamson Creek Phase Two consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code, with conditions. (23-723). (City Manager)

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 411 Thomas Ave,(CE-12-234) be reduced to $1,200.03 as recommended by the Code Enforcement Board. (23-682). (Police Chief)

2. Approve the current Code Enforcement Lien for the property located at 411 Thomas Ave, (CE-20-708) be reduced to $2,317.19 as recommended by the Code Enforcement Board. (23-683). (Police Chief)

3. Approval of the requested street closure outside the CBD for the Moore Center Centennial Celebration on December 2, 2023. (23-684). (Director of Comm. & ED Development)

4. Consider the appointment of Melissa Acosta-Bonilla, Dik Muller and/or Josue Otero to fill the vacancy of an unexpired Regular member term as well as the 1st Alternate member seat on the Code Enforcement Board. (23-712). (Administrative Services Director)

VIII. City Business:

IX. Informational Agenda:

1. Report of 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. (23-687). (Finance Director)

2. FY 2023 September Budget Adjustment Report. (23-688). (Finance Director)

3. City Council data showing the relation between the estimated and actual income and expenses to date. (23-689). (Finance Director)

4. City Council Bi-Weekly Report (October 20 - November 9, 2023). (23-708). (City Manager)

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

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Legislation Details (With Text)

File #:	23-747	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	11/21/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	Florida Department of Agriculture & Consumer Services Presentation. (Lenora Spence, Community Outreach Coordinator)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 21, 2023
Agenda Date: November 28, 2023
Prepared By:
Through: Lenora Spence, Community Outreach Coordinator
Requested Action:

BACKGROUND:

The Community Outreach Coordinator for the Florida Department of Agriculture & Consumer Services, Lenora Spence, would like to share information related to scams, fraud and consumer rights.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

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Legislation Details (With Text)

File #:	23-681	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Agenda Ready	
File created:	10/20/2023		**In control:**	City Council	
On agenda:	11/28/2023		**Final action:**		
Title:	Approve a Resolution Amending the Fiscal Year 2023 Adopted Budget, BAF#23-133-A&T, to “Shore Up” departmental accounts with negative balances or project budgets, through the use of various budgeted lines or fund balance. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023- 138 ADA Compliant.pdf BAF 23-133-A-FN-Year End Cleanup (11-28-23) Agenda 23-681.pdf EoY FY 23 Amendment Tracking Sheet.pdf BAF 23-133-T-FN-Year End Cleanup (11-28-23) Agenda 23-681.pdf EoY FY 23 Transfer Tracking Sheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 20, 2023
Agenda Date: November 28, 2023
Prepared By: David Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM/Finance Director
Requested Action:
Approve a Resolution Amending the Fiscal Year 2023 Adopted Budget, BAF#23-133-A&T, to “Shore Up” departmental accounts with negative balances or project budgets, through the use of various budgeted lines or fund balance.

BACKGROUND:

Throughout the year, unplanned and unbudgeted expenses may occur. The attached budget amendment and transfer BAF# 23-133-A & T, is required, to account for the unbudgeted expenses through the use of funds within the various departments by way of budget transfers or the use of fund balance or revenue, by way of budget amendments.

City staff requests these final FY23 year-end budget amendments and transfers to be approved by Cocoa City Council.

STRATEGIC PLAN CONNECTION:

To provide financial transparency with budgeting and the procurement processes

BUDGETARY IMPACT:

2023 budget transfers and amendments BAF# 23-133-A & T.
Attached are detailed spreadsheets with descriptions

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2023 Adopted Budget, BAF#23-133-A&T, to “Shore Up” departmental accounts with negative balances or project budgets, through the use of various budgeted lines or fund balance.

RESOLUTION NO. 2023-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; 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, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; 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 2022-2023 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, City Council Meeting assembled on the 28th day of November, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-133-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 11/21/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 636,524			General Fund	$ 0	$ 0	$ 636,524	$ 0
$ 168			Debt Service Fund	$ 0	$ 0	$ 168	$ 0
$ 43,418			Water/ Sewer Fund	$ 0	$ 0	$ 43,418	$ 0
$ 3,656			Water/ Sewer Restricted Assets Fund	$ 0	$ 0	$ 3,656	$ 0
$ 0			See Tracking Sheet	$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 683,766	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 0			General Fund	$ 0	$ 0	$ 0	$ 0
$ 0			Debt Service Fund	$ 0	$ 0	$ 0	$ 0
$ 0			Water/ Sewer Fund	$ 0	$ 0	$ 0	$ 0
$ 0			Water/ Sewer Restricted Assets Fund	$ 0	$ 0	$ 0	$ 0
$ 0			See Tracking Sheet	$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

End of Year Cleanup:
Disaster Payroll, Solid Waste Contracts, Debt Service Management Fees, Jacobs Project Management, &
W/S Restricted Assets Debt service Management Fees. Agenda 23-681.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/28/23 RESOLUTION #: 2023-138

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Dave Radford Digitally signed by Dave Radford Date: 2023.11.21 14:42:06 -05'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.11.21 14:43:05 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.11.21 16:34:42 -05'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.11.21 15:17:47 -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 8/3/23 - IT

	001		**GENERAL FUND**					
			ADMINISTRATIVE SERVICES					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
23-133-A	001	Budget Amendment	Ian/ Nichole Disaster Payroll Negative Cleanup	Emergency/ Disaster Ser	Fund Bal-Approp. Reserves	001-0000-389.99-50	$ 17,795	
23-133-A	001	Budget Amendment	Ian/ Nichole Disaster Payroll Negative Cleanup	Emergency/ Disaster Ser	Medical Insurance	001-1601-525.23-04	$ 15,512	
23-133-A	001	Budget Amendment	Ian/ Nichole Disaster Payroll Negative Cleanup	Emergency/ Disaster Ser	Dental Insurance	001-1601-525.23-07	$ 614	
23-133-A	001	Budget Amendment	Ian/ Nichole Disaster Payroll Negative Cleanup	Emergency/ Disaster Ser	Vision Insurance	001-1601-525.23-08	$ 111	
23-133-A	001	Budget Amendment	Ian/ Nichole Disaster Payroll Negative Cleanup	Emergency/ Disaster Ser	Long Term Disability	001-1601-525.23-09	$ 262	
23-133-A	001	Budget Amendment	Ian/ Nichole Disaster Payroll Negative Cleanup	Emergency/ Disaster Ser	Operating Supplies	001-1601-525.52-00	$ 1,296	ES23ID
			ADMINISTRATIVE SERVICES DEPARTMENT TOTAL			Increase	$ 35,590	
			ADMINISTRATIVE SERVICES DEPARTMENT TOTAL			Decrease	$ -	
			PUBLIC WORKS					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
23-133-A	001	Budget Amendment	Solid Waste, Recycling, & Green Waste Contract Charges	Public Works Sanitation	Solid Waste	001-0000-343.41-10	$ 204,908	
23-133-A	001	Budget Amendment	Solid Waste, Recycling, & Green Waste Contract Charges	Public Works Sanitation	Recycling Rvenue	001-0000-343.41-20	$ 1,948	
23-133-A	001	Budget Amendment	Solid Waste, Recycling, & Green Waste Contract Charges	Public Works Sanitation	Green Waste	001-0000-343.41-30	$ 9,791	
23-133-A	001	Budget Amendment	Solid Waste, Recycling, & Green Waste Contract Charges	Public Works Sanitation	Fund Bal-Approp. Reserves	001-0000-389.99-50	$ 83,820	
23-133-A	001	Budget Amendment	Solid Waste, Recycling, & Green Waste Contract Charges	Public Works Sanitation	Customer Service Contract	001-3550-534.34-03	$ 300,467	
			PUBLIC WORKS DEPARTMENT TOTAL			Increase	$ 600,934	
			PUBLIC WORKS DEPARTMENT TOTAL			Decrease	$ -	
	001		GENERAL FUND TOTAL			Fund Total Increase	$ 636,524	
	001		GENERAL FUND TOTAL			Fund Total Decrease	$ -	
	201		**DEBT SERVICE FUND**					
			GENERAL OPERATIONS					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
23-133-A	001	Budget Amendment	General Operations Debt service Management Fee	General Operations	Fund Bal-Approp. Reserves	001-0000-389.99-50	$ 42	
23-133-A	001	Budget Amendment	General Operations Debt service Management Fee	General Operations	Interfund Transfer/ To GF Debt Svc (201)	001-1600-581.91-20	$ 42	
23-133-A	201	Budget Amendment	General Operations Debt service Management Fee	General Operations	Interfund Transfer/ From General Fund (001)	201-0000-381.91-01	$ 42	
23-133-A	201	Budget Amendment	General Operations Debt service Management Fee	General Operations	Professional Services	201-1600-513.31-00	$ 42	
	201		DEBT SERVICE FUND TOTAL			Fund Total Increase	$ 168	
	201		DEBT SERVICE FUND TOTAL			Fund Total Decrease	$ -	
	421		**WATER/ SEWER FUND**					
			WATER/ SEWER UTILITIES FUND					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
23-133-A	421	Budget Amendment	FY23 Jacobs Project Management Allocation	Engineering	Fund Bal-Approp. Reserves	421-0000-389.99-50	$ 4,742	
23-133-A	421	Budget Amendment	FY23 Jacobs Project Management Allocation	Engineering	Infrastructure	421-4055-536.63-00	$ 4,742	WS21CG
23-133-A	421	Budget Amendment	FY23 Jacobs Project Management Allocation	Dyal Plant	Fund Bal-Approp. Reserves	421-0000-389.99-50	$ 16,967	
23-133-A	421	Budget Amendment	FY23 Jacobs Project Management Allocation	Dyal Plant	IT Hardware	421-4020-536.64-15	$ 1,681	WS18SC
23-133-A	421	Budget Amendment	FY23 Jacobs Project Management Allocation	Dyal Plant	Repairs & Maintenance	421-4020-536.46-00	$ 2,412	WS23UP
23-133-A	421	Budget Amendment	FY23 Jacobs Project Management Allocation	Dyal Plant	Infrastructure	421-4020-536.63-00	$ 12,874	WS17FC
			WATER/ SEWER UTILITIES FUND TOTAL			Increase	$ 43,418	
			WATER/ SEWER UTILITIES FUND TOTAL			Decrease	$ -	
	421		WATER/ SEWER FUND TOTAL			Fund Total Increase	$ 43,418	
	421		WATER/ SEWER FUND TOTAL			Fund Total Decrease	$ -	
	425		**WATER/ SEWER RESTRICTED ASSETS FUND**					
			WATER/ SEWER RESTRICTED ASSETS UTILITY DEBT FUND					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
23-133-A	421	Budget Amendment	W/S Restricted Assets Debt service Management Fee	Debt Service Costs	Fund Bal-Approp. Reserves	421-0000-389.99-50	$ 914	
23-133-A	421	Budget Amendment	W/S Restricted Assets Debt service Management Fee	Debt Service Costs	Interfund Transfer/ To Restricted Asset (425)	421-4010-581.91-25	$ 914	
23-133-A	425	Budget Amendment	W/S Restricted Assets Debt service Management Fee	Debt Service Costs	Interfund Transfer/ From General Fund (001)	425-0000-381.91-01	$ 914	
23-133-A	425	Budget Amendment	W/S Restricted Assets Debt service Management Fee	Debt Service Costs	Professional Services	425-9000-536.31-00	$ 914	
			WATER/ SEWER RESTRICTED ASSETS UTILITY DEBT FUND TOTAL			Increase	$ 3,656	
			WATER/ SEWER RESTRICTED ASSETS UTILITY DEBT FUND TOTAL			Decrease	$ -	
	425		WATER/ SEWER RESTRICTED ASSETS FUND TOTAL			Fund Total Increase	$ 3,656	
	425		WATER/ SEWER RESTRICTED ASSETS FUND TOTAL			Fund Total Decrease	$ -	

City of Cocoa Budget Adjustment Form FY 2023 - 23-133-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 11/21/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,130			General Fund	$ 0	$ 0	$ 2,130	$ 0
$ 13,375			C.S.L.F.R.F.	$ 0	$ 0	$ 13,375	$ 0
$ 487,954			Water/ Sewer Fund	$ 0	$ 0	$ 487,954	$ 0
$ 21,769			Renewal & Replacement Fund	$ 0	$ 0	$ 21,769	$ 0
$ 1			Water/ Sewer Restricted Assets Fund	$ 0	$ 0	$ 1	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 525,229	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 2,130)			General Fund	$ 0	$ 0	($ 2,130)	$ 0
($ 13,375)			C.S.L.F.R.F.	$ 0	$ 0	($ 13,375)	$ 0
($ 487,954)			Water/ Sewer Fund	$ 0	$ 0	($ 487,954)	$ 0
($ 21,769)			Renewal & Replacement Fund	$ 0	$ 0	($ 21,769)	$ 0
($ 1)			Water/ Sewer Restricted Assets Fund	$ 0	$ 0	($ 1)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 525,229)	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

End of Year Cleanup:
Police sign on bonus, HS Cadets Training correction, Negative Payroll corrections, Correct ARFFW Project & Budget, Project Roll Project Transfer, Marlon Manor Negative Correction, Interest Adjustment. Agenda 23-681

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/28/23 RESOLUTION #: 2023-138

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Dave Radford Digitally signed by Dave Radford Date: 2023.11.21 14:42:06 -05'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.11.21 14:43:05 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.11.21 16:37:03 -05'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.11.21 15:24:03 -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 8/3/23 - IT

	001		**GENERAL FUND**					
			GENERAL GOVERNMENT					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
23-133-T	001	Budget Transfer	Correct BAF 23-118-T and Assign Wedlow to FY 24	General Operations	Special Pay	001-2100-521.15-00	$ (1,500)	AFBP22
23-133-T	001	Budget Transfer	Correct BAF 23-118-T and Assign Wedlow to FY 24	General Operations	Contingency	001-1600-513.39-00	$ 1,500	AFBP22
23-133-T	001	Accounting Adjustment	Correct Project # on BAF 23-118-T	General Operations	P/F HS Recruitment	001-1600-513.55-02	$ (280)	AFBP22
23-133-T	001	Accounting Adjustment	Correct Project # on BAF 23-118-T	General Operations	Contingency	001-1600-513.39-00	$ 280	
23-133-T	001	Accounting Adjustment	Correct Project # on BAF 23-118-T	General Operations	Contingency	001-1600-513.39-00	$ (280)	AFBP22
23-133-T	001	Accounting Adjustment	Correct Project # on BAF 23-118-T	General Operations	P/F HS Recruitment	001-1600-513.55-02	$ 280	AFBP22
			GENERAL GOVERNMENT DEPARTMENT TOTAL			Increase	$ 2,060	
			GENERAL GOVERNMENT DEPARTMENT TOTAL			Decrease	$ (2,060)	
			FIRE DEPARTMENT					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
23-133-T	001	Budget Transfer	Correct Negative Payroll	Fire Administration	Worker's Compensation	001-2200-522.24-00	$ (70)	
23-133-T	001	Budget Transfer	Correct Negative Payroll	Fire Administration	Fire Pension	001-2200-522.22-01	$ 70	
			FIRE DEPARTMENT DEPARTMENT TOTAL			Increase	$ 70	
			FIRE DEPARTMENT DEPARTMENT TOTAL			Decrease	$ (70)	
	001		GENERAL FUND TOTAL			Fund Total Increase	$ 2,130	
	001		GENERAL FUND TOTAL			Fund Total Decrease	$ (2,130)	
	130		**C.S.L.F.R.F.**					
			INFORMATION TECHNOLOGY					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
23-133-T	130	Budget Transfer	Correct Project # and Budget	Information Technology	IT Hardware	130-1203-516.64-15	$ (13,375)	ARFFW
23-133-T	130	Budget Transfer	Correct Project # and Budget	General Operations	IT-Related Operating Exp.	130-1600-513.56-15	$ 13,375	AR4LAP
	130		C.S.L.F.R.F. TOTAL			Fund Total Increase	$ 13,375	
	130		C.S.L.F.R.F. TOTAL			Fund Total Decrease	$ (13,375)	
	421		**WATER/ SEWER FUND**					
			WATER/ SEWER UTILITIES FUND					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
23-133-T	421	Budget Transfer	Correct Negative Payroll	Water Administration	Regular Salaries & Wages	421-4010-536.12-00	$ (11,954)	
23-133-T	421	Budget Transfer	Correct Negative Payroll	Water Administration	Executive Salaries	421-4010-536.11-00	$ 11,954	
23-133-T	421	Project Transfer	Project Transfer to correct project for Roll	Sewer Field Operations	Machinery & Equipment	421-4125-536.64-00	$ (474,521)	CA2201
23-133-T	421	Project Transfer	Project Transfer to correct project for Roll	Sewer Field Operations	Machinery & Equipment	421-4125-536.64-00	$ (1,479)	CA2302
23-133-T	421	Project Transfer	Project Transfer to correct project for Roll	Sewer Field Operations	Machinery & Equipment	421-4125-536.64-00	$ 476,000	CA2301
			WATER/ SEWER UTILITIES FUND TOTAL			Increase	$ 487,954	
			WATER/ SEWER UTILITIES FUND TOTAL			Decrease	$(487,954)	
	421		WATER/ SEWER FUND TOTAL			Fund Total Increase	$ 487,954	
	421		WATER/ SEWER FUND TOTAL			Fund Total Decrease	$(487,954)	
	424		**RENEWAL & REPLACEMENT FUND**					
			UTILITIES - WATER					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
23-133-T	424	Project Transfer	Correct BAF# 23-127-T	Engineering	Infrastructure	424-4055-536.63-00	$ (21,769)	WS22IR
23-133-T	424	Project Transfer	Correct BAF# 23-127-T	Engineering	Infrastructure	424-4055-536.63-00	$ 21,769	WS16MM
	424		RENEWAL & REPLACEMENT FUND TOTAL			Fund Total Increase	$ 21,769	
	424		RENEWAL & REPLACEMENT FUND TOTAL			Fund Total Decrease	$ (21,769)	
	425		**WATER/ SEWER RESTRICTED ASSETS FUND**					
			WATER/ SEWER RESTRICTED ASSETS UTILITY DEBT FUND					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
23-133-T	425	Budget Transfer	Adjust Interest to correct Account	Utility Debt Service	Series 2018A1 Ref Bond	425-4700-591.72-11	$ (1)	
23-133-T	425	Budget Transfer	Adjust Interest to correct Account	Utility Debt Service	Series 2018B Rev Bond	425-4700-591.72-12	$ 1	
			WATER/ SEWER RESTRICTED ASSETS UTILITY DEBT FUND TOTAL			Increase	$ 1	
			WATER/ SEWER RESTRICTED ASSETS UTILITY DEBT FUND TOTAL			Decrease	$ (1)	
	425		WATER/ SEWER RESTRICTED ASSETS FUND TOTAL			Fund Total Increase	$ 1	
	425		WATER/ SEWER RESTRICTED ASSETS FUND TOTAL			Fund Total Decrease	$ (1)	

Legislation Details (With Text)

File #:	23-705	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	11/6/2023		**In control:**	City Council	
On agenda:	11/28/2023		**Final action:**		
Title:	Approve a Budget Resolution Amending the FY24 Budget, BAF#24-025-T for the use of Stormwater Contingency funds for the following: 1) $24,907 for a Task Order Modification to Mead & Hunt for additional Engineer of Record (EOR) support services for the construction of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. Authorize the City Manager to sign the Task Order Change Order and issue the Change Order. 2) $27,826 for the cost of the Floating Wetlands Bond. (Interim Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-MEAD & HUNT 2022-26.1 $24,907.00 - PW.pdf 110223 - Mead&Hunt - TO 2022-26 - CO #1 - $24,907.pdf TO-MEAD & HUNT 2022-26 $66,860.00 - PW Fully Executed.pdf Budget Resolution FY 2023-136ADA Compliant.pdf BAF 24-025-T-SW- EOR Services Fiske & Bond (11.28.23) Agenda 23-705.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 6, 2023
Agenda Date: November 28, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Abigail Morgan, P.E. - Interim Public Works Director/City Engineer
Requested Action:
Approve a Budget Resolution Amending the FY24 Budget, BAF#24-025-T for the use of Stormwater Contingency funds for the following:
1) $24,907 for a Task Order Modification to Mead & Hunt for additional Engineer of Record (EOR) support services for the construction of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. Authorize the City Manager to sign the Task Order Change Order and issue the Change Order.
2) $27,826 for the cost of the Floating Wetlands Bond.

BACKGROUND:

1. Fiske and Broadmoor Acres Drainage and Roadway Improvements:
This project will construct drainage and sidewalk improvements in the Broadmoor Acres Area, replace water main, and reconstruct roadway from Highland Avenue to Peachtree Street on Fiske Boulevard. This project is fully designed and permitted.

On August 4, 2022, the City of Cocoa (City) held the Bid Opening for the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project (FEMA-DR-4337-FL). The City received two bids. One bid was a notice of "No Bid". The other bid came in at $4,997,446.30. As recommended by FEMA, the City reposted the bid on August 30, 2022. On October 14, 2022, there was another public bid opening. For a second time, the City received a single bid of $5,471,014.80.

On April 26, 2023, City Council approved a task order in the amount of $66,860.00 to Mead & Hunt for Engineer of Record (EOR) support services for the construction of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. On October 10, 2023, Council awarded this project to Cathcart Construction Company.

This modification for $24,907 includes additional permitting services and EOR services during the construction phase of the Project to address any design related questions, issues or concerns and was in excess of the grant amount and must be covered separately.

2. Installation of Floating Wetlands at North Fiske SW pond and Bracco SW Pond B. On September 26, 2023, City Council approved the award of this project to Beemats, LLC in the amount of $794,880. These stormwater ponds treat approximately 955 acres of various land use types, and the estimated nutrient load reduction for this project is 4,100 lbs/yr of total nitrogen and 660 lbs/yr of total phosporus. A budget modification is required to cover the additional cost of the required performance and payment bonds which was not originally budgeted. The Bond Cost of $27,826 was in excess of the grant amount and must be covered separately.

STRATEGIC PLAN CONNECTION:

These improvements will help to alleviate future rain event impacts for both Broadmoor Acres residents and commuters along the Dr. Martin Luther King Memorial Highway (North Fiske Boulevard).

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? Yes

1)EOR Services Fiske
Amount Requested $24,907
Account Number 423-3570-538.63-00 PW17SI
Account Name Professional Services

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

Change Order Amount $ 24,907

Included with this change order the account number will change from 31-00 to 63-00 as this should

be capitalized.

Original Purchase Order _# 79571
Original P.O. Amount _$66,860
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _0
Total amount in change orders to date _$0

2) Bond
Amount Requested $27,826
Account Number _423-3570-538.63-00 SW20FW
Account Name _Stormwater Infrastructure

PREVIOUS ACTION:

Council approved the original task order to Mead & Hunt on April 26, 2022. Council approved the floating wetlands project on September 26, 2023.

RECOMMENDED MOTION:
Approve a Budget Resolution Amending the FY24 Budget, BAF#24-025-T for the use of Stormwater Contingency funds for the following:
1) $24,907 for a Task Order Modification to Mead & Hunt for additional Engineer of Record (EOR) support services for the construction of the Fiske Blvd. and Broadmoor Acres Drainage Improvements Project. Authorize the City Manager to sign the Task Order Change Order and issue the Change Order.
2) $27,826 for the cost of the Floating Wetlands Bond.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Civil Engineering	2022-26.1
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 11/03/23 City Bid Number: RFQ-16-01-COC-A AMOUNT: $ 24,907.00

Vendor Name: Mead & Hunt, Inc. Quote/Proposal Number:

Dept. Number/Division Name: 3570 S/W / 3510 Streets

Project Name: Fiske & Broadmoor Project Project Number: PW17SI

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

AMENDMENT

Amendment to Original Task Order No. : 2022-26 Requested Amendment Amount: $ 24,907.00

Original Task Order Amount: $ 66,868.00 Total Revised Amount including all Amendments: $ 91,775.00

Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

Bidding Assistance and Engineer of Record Services: Phase 2 Bidding Assistance@$14,525 (Lump Sum Basis). Phase 2 EOR Services During Construction@ $52,353 (Time & Expense) TOTAL $66,868.00.

Add Work Scope - Various Tasks $13,177, Permitting $6,630, and Permitting Fees, Reproductions and Travel $5,100 totaling $24,907.

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved Refer to this Task # on all documentation:

Council Approval Required: ☐ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Scope Change #1

Project Name: Fiske Blvd. and Broadmoor Acres – Bidding Assistance and EOR Services	Client: City of Cocoa
Project Location: Cocoa	Client representative: Frank Mirabito
M&H Project number: 1000704-171260.04	Mead & Hunt Manager: David King PE
Date: 11/2/2023	Mead & Hunt, Inc. phone: 386-761-6810

City Project Information: ITB B-22-15R-COC, Purchase Order #79571

General: The City is proceeding with construction in early January with a 12-month construction contract. Mead & Hunt's scope of work for EOR services during construction was developed in March 2022. Various needs have changed since that time, thus requiring a scope change at this time.

Previous Scope Changes to Date: None, N/A.

Changes to Scope of Work: The changes to the scope of work include:

1. Duration of services: 360 days versus 240 days as originally proposed
2. Reapplication for SJRWMD Environmental Resource Permit which has expired
3. Reapplication for FDEP Potable Water System Construction Permit which has expired
4. Addition of out-of-pocket expenses for permit application fees, reproductions and travel

It is assumed that the previous permit application submittal packages can be relied upon for the reapplication effort. If additional permitting requirements are requested by the agencies, Mead & Hunt reserves the right to request additional compensation.

Changes to Schedule: Services will be extended to end of 2024.

Changes to Compensation: Additional **$24,907** based on the following breakdown:

	Role (M&H Billing Classification)	EOR (Senior Project Manager)	Project Engineer (Engineer III)	Construction Services Lead (Engineering Technician IV)	CAD (Engineering Technician III	Administrative Assistant	
	Hourly Rate	$201.00	$153.00	$143.00	$127.00	$92.00	
Phase	Task	Hours					Total
Phase 3 - Extended EOR Services During Longer Construction Duration	Various Tasks	26	12	28	13	5	$ 13,177
Phase 4 - Permit Renewals	SJRWMD ERP	4	18	0	4	6	$ 4,618
	FDEP Water Permit	2	6	0	4	2	$ 2,012
	Phase 4 Subtotals	6	24	0	8	8	$ 6,630
Phase 5 - Out-of-Pocket Expenses	Application fees, reproductions and travel.						$ 5,100
						Total	$ 24,907

Terms for the above fees shall be lump sum for Phase 3 and Phase 4 and actual cost for Phase 5.

Note: 2022 hourly rates have been maintained for this work effort that is expected to be expended in 2024.

Authorization:

Mead & Hunt, Inc. shall commence work on this change as soon as it receives this signed document by delivery, regular mail, or e-mail.

This change in work or scope change is subject to the terms and conditions of the original project for which the purchase order was issued on 5/10/22.

For:	MEAD & HUNT, INC.	For:	CITY OF COCOA
By:		By:	
Name:	David King P.E.	Name:	
Title:	Vice President	Title:	
			The above person is authorized to sign for Client and bind the Client to the terms hereof.
Date:	11/02/23	Date:	
Approval:	n/a	Approval	
	required if signature above is not authorized to sign contracts		

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Civil Engineering	2022-26
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 03/30/22 City Bid Number: RFQ-16-01-COC-A AMOUNT: $ 66,868.00

Vendor Name: Mead & Hunt /10228 Quote/Proposal Number:

Dept. Number/Division Name: 3570 SW/ 3510 Streets

Project Name: Fiske Blvd/ Broadmoor Acres Drainage Imp. Project Number: PW175I

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

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

Bidding Assistance and Engineer of Record Services: Assisting Tierra and the City of Cocoa with the Fiske Blvd. and Broadmoor Acres Drainage Improvement Project:
Phase II:Bidding Assistance @ $14,525 (Lump Sum Basis)
Phase II: EOR Services During Construction @ $52,353 (Time & Expense)

TOTAL $66,868.00 - Amount is being cost shared between Streets and Stormwater

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

JoAnna Zurinsky Digitally signed by JoAnna Zurinsky Date: 2022.04.04 11:40:05 -04'00'
Requestor

Bryant Smith Digitally signed by Bryant Smith Date: 2022.04.06 12:33:22 -04'00'
Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2022-26

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2022.04.13 12:04:13 -04'00'
Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $50K)

Michael C Blake 4/26/22
Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Mead & Hunt

March 31, 2022

Bryant Smith III, P.E. C.F.M.
Public Works Director/City Engineer
City of Cocoa
155 North Wilson Street
Cocoa, FL 32922

Email: bsmith@cocoafl.org
Hard Copy Mailed Only on Request

RE: FISKE BOULEVARD AND BROADMOOR ACRES – BIDDING ASSISTANCE AND EOR SERVICES

Dear Mr. Smith,

Mead & Hunt is pleased to provide this revised bidding assistance and Engineer of Record (EOR) services during construction proposal for this project. The attached task order addresses the work activities we understand to be required. The task order is in conformance with our professional services agreement and related current rate schedule.

We look forward to the opportunity to serve the City of Cocoa on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, INC.

David A. King, PE
Vice President/Business Unit Leader

Noah Adamoski
Construction Services Supervisor

DAK/NA:bf

Enclosures: Task Order
Estimated Man Hour Schedule

FISKE BOULEVARD AND BROADMOOR ACRES – BIDDING ASSISTANCE AND EOR SERVICES
TASK ORDER# _____

GENERAL

This Task Order is in conformance with the Agreement for General Civil Engineering Services ("Agreement"), RFQ-16-01-COC(A) dated January 27, 2016, between the City of Cocoa ("CITY") and Mead & Hunt, Inc. ("MEAD & HUNT") and is referred to herein as the contract.

BACKGROUND

The CITY has planned for roadway and stormwater improvements on Fiske Boulevard (Peachtree Street to West Highland Boulevard) and Broadmoor Acres subdivision along with associated water/sewer improvements. The CITY had contracted with MEAD & HUNT to complete the design and permitting of the improvements. The CITY has selected Tierra Inc. (TIERRA) to provide Construction Engineering and Inspection (CEI) services. The CITY desires to proceed with bidding and construction of the improvements and utilize MEAD & HUNT's services for bidding assistance and Engineer of Record (EOR) services during construction.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – BIDDING ASSISTANCE

For the basis of this scope, it is assumed that the CITY will be responsible for leading the bidding effort and TIERRA will provide the majority of consultant support to the CITY during bidding. MEAD & HUNT will update the previously prepared construction drawings and technical specifications, including:

- Minor revisions to plans to address questions/comments brought up during CEI selection
- Update/replace City standard details and specifications
- Verify quantities of unit price bid work items; adjust totals as needed

MEAD & HUNT will provide the CITY and TIERRA electronic version of drawings and technical specifications for review. Upon receipt of comments from CITY and TIERRA, MEAD & HUNT will finalize the construction drawings and technical specifications for CITY's use in assembling bidding documents. MEAD & HUNT will address up to twenty (20) design intent questions from bidder's questions for CITY's use in preparation and distribution of addenda.

PHASE 2 – EOR SERVICES DURING CONSTRUCTION

For the basis of this scope the following assumptions are made:

- TIERRA will provide the CEI services and take lead on construction contract administration.
- Construction contract duration will be 240 calendar days with an estimated additional 60-day material procurement period prior to the 240 days.

MEAD & HUNT will incorporate applicable bid-phase modifications to the construction drawings and technical specifications and provide those to the CITY (in electronic format) for inclusion in the

contract/conformed documents for construction. MEAD & HUNT will attend a preconstruction meeting at CITY facilities led by TIERRA. MEAD & HUNT will prepare and submit on the CITY's behalf required permitting agency notifications for construction start. MEAD & HUNT will review up to twenty (20) construction submittals/resubmittals for compliance with the design intent and contract requirements. TIERRA will be responsible for review of construction submittals in regard to construction contract administration and CITY/FDOT standard materials and will maintain a log of all submittals. MEAD & HUNT will review and respond to TIERRA for up to twenty (20) contractor RFI's related to design intent. TIERRA will be responsible for maintaining RFI log and responses to contractor. MEAD & HUNT's responses to RFIs may include suggested field orders, work directives, and/or Requests for Proposals (RFP's) for which TIERRA will be responsible for. MEAD & HUNT will attend up to ten (10) in-person and twenty-four (24) virtual construction progress meetings. TIERRA will be responsible for meeting invites, agenda, and summaries/minutes. MEAD & HUNT will conduct up to ten (10) site visits during construction, separate from in-person progress meetings, to evaluate RFIs, to verify work completion for permitting certifications and other needs.

MEAD & HUNT will assist TIERRA and CITY to determine substantial and final completions and attend substantial and final walkthroughs. MEAD & HUNT will review contractor final as-builts and prepare final record drawings utilizing contractor as-builts and TIERRA inspector sketches, photographs, and other documentation. Record drawings to be provided electronically to CITY. MEAD & HUNT will prepare and provide certifications of completion to FDEP and SJRWMD, assuming one certification to each agency (i.e. – no multiple, partial certifications).

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Attendance of prebid meeting
- Review of bids/bidder qualifications
- CEI services (by TIERRA)
- FEMA grant administration (by CITY and/or TIERRA)
- Utility coordination (by TIERRA)
- Sampling, testing and laboratory Services (by TIERRA and/or contractor)
- Public information services (by TIERRA)
- Value Engineering
- Redesign per Client or Contractor

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration	Starting upon	Basis of duration
Phase 1 – Bidding Assistance			
Update previous drawings/specifications	30 days	Receipt of notice to proceed	
CITY/TIERRA review	15 days	Submittal of updated drawings/specifications	
Final drawings/specifications	15 days	Receipt of CITY/TIERRA comments	
Address bidder questions	30 days	CITY advertisement for bids	Assumed CITY advertisement duration
Phase 2 – EOR Services During Construction	300 days	CITY award to Contractor	Construction contract duration + material procurement period

COMPENSATION

The not-to-exceed cost for this Scope of Services is **$66,868** based on the following and the attached manhour breakdown:

Phase/Task	Fee/Cost	Basis
Phase 2 – Bidding Assistance	$14,525	Lump Sum
Phase 2 – EOR Services During Construction	$52,343	Time & Expense
TOTAL	**$66,868**	

AUTHORIZATION

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: City of Cocoa	Approved by: Mead & Hunt, Inc.
By: Michael C. Blake	By: D. King
Name: Michael C. Blake	Name: David A. King, PE
Title: Mayor	Title: Vice President/Business Unit Leader
The above person is authorized to sign for Client and bind the Client to the terms hereof.	
Date: 4/26/2022	Date March 31, 2022

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA, 65 STONE STREET, COCOA, FL 32922, City Clerk, Carie Shealy, (321) 433-8484, cshealy@cocoafl.org.

THE CITY ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

CITY OF COCOA
FISKE BLVD & BROADMOOR ACRES BIDDING ASSISTANCE AND EOR SERVICES DURING CONSTRUCTION
MEAD HUNT ESTIMATED MANHOUR SCHEDULE

	Role (M&H Billing Classification)	EOR (Senior Project Manager)	Project Engineer (Engineer III)	Construction Services Lead (Engineering Technician IV)	CAD (Engineering Technician III	Administrative Assistant	
	Hourly Rate	$201.00	$153.00	$143.00	$127.00	$92.00	
Phase	**Task**	Hours					**Total**
1-Bidding Assistance	Update construction plans and specifications	4	8	0	32	8	$ 6,828
	Finalize construction plans and specifications	1	2	0	8	2	$ 1,707
	Address up to 20 bidder questions	10	20	0	0	10	$ 5,990
	Phase 1 Subtotals	15	30	0	40	20	$ 14,525
2-EOR Services During Construction	Conformed drawings and specifications	1	4	0	8	8	$ 2,565
	Preconstruction meeting	4	0	4	0	0	$ 1,376
	Permitting agency notifications	1	3	0	0	1	$ 752
	20 Construction submittals	10	20	20	0	5	$ 8,390
	20 RFIs	20	10	20	0	5	$ 8,870
	10 In-person progress meetings	20	0	20	0	0	$ 6,880
	24 Virtual progress meetings	18	0	18	0	0	$ 6,192
	10 Site visits	20	0	20	0	0	$ 6,880
	Substantial completion effort	4	0	4	0	0	$ 1,376
	Final completion effort	4	0	4	0	0	$ 1,376
	Record drawings	2	4	0	40	0	$ 6,094
	Permitting completion certifications	1	6	0	3	1	$ 1,592
	Phase 2 Subtotals	105	47	110	51	20	$ 52,343
						Total	**$ 66,868**

RESOLUTION NO. 2023-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 28th day of November 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-025-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: SW | DATE PREPARED: 11/16/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 24,907)	423-3570-538.39-00		Stormwater - Contingency	$ 0	$ 0	($ 24,907)	$ 0
($ 27,826)	423-3570-538.39-00		Stormwater - Contingency	$ 0	$ 0	($ 27,826)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 52,733)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 24,907	423-3570-538.63-00	PW17SI	Stormwater - Professional Services	$ 0	$ 0	$ 24,907	$ 0
$ 27,826	423-3570-538.63-00	SW20FW	Stormwater - Infrastructure	$ 0	$ 0	$ 27,826	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 52,733	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

$24,907 is for additional EOR services for the Fiske and Broadmoor Roadway and Drainage Improvement Project and not a part of the Grant Funding PO 79571. $27,826 is for the bond for floating wetlands at N. Fiske SW Pond and Bracco Pond, also not part of the Grant Funding. Agenda 23-705

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/28/2023 RESOLUTION #: 2023-136

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

11/16/23 Frank Mirabito Digitally signed by Frank Mirabito Date: 2023.11.16 13:42:07 -05'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.11.17 15:21:44 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.11.16 15:00:44 -05'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.11.17 15:23:39 -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 8/3/23 - IT

Legislation Details (With Text)

File #:	23-731	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/15/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY2023 Budget, BAF# 23-134-IFT-1 to return funds to Cocoa CRA as a result of unspent budget for Cocoa Village CRA policing contract with Cocoa PD. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023-137 ADA Compliant.pdf BAF 23-134-IFT-1-FN-Cocoa Village Policing Return of Overage (11-28-23) City Council Agenda 23-				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2023
Agenda Date: November 28, 2023
Prepared By: David Radford, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Requested Action:
Approve a Resolution Amending the FY2023 Budget, BAF# 23-134-IFT-1 to return funds to Cocoa CRA as a result of unspent budget for Cocoa Village CRA policing contract with Cocoa PD.

BACKGROUND:

The City of Cocoa Police Department provides dedicated police services to Cocoa Village on Thursday, Friday and Saturday nights that is paid by the Cocoa CRA as a result of an interlocal agreement with the City. The estimated costs of these services was $72,800 for FY23. An interfund transfer was previously recorded on monthly BAF transfers for the estimated amount from the Cocoa CRA to the City for FY23. The actual costs ($31,741) were less than the budget estimates, so the City must transfer any amount that was not spent back to the Cocoa CRA within the fiscal year. The FY23 budgeted funds that were not spent are being transferred back to the Cocoa CRA with BAF#23 -134-IFT-1. The Cocoa CRA held their meeting on 11/7/23 and BAF#23-134-IFT-2 was approved by the Board, accepting the funds back into the CRA 110 Fund.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	($41,059)
Account Number	001-2100-521.12-00
Account Name	Regular Salaries & Wages

Amount Requested	$41,059
Account Number	001-1600-581.91-10
Account Name	Interfund Transfer 001 to 110

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2023 Budget, BAF# 23-134-IFT-1 to return funds to Cocoa CRA as a result of unspent budget for Cocoa Village CRA policing contract with Cocoa PD.

RESOLUTION NO. 2023-137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; 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, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; 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 2022-2023 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, City Council Meeting assembled on the 28th day of November, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23134IFT1

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/20/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 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				$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 41,059)	001-2100-521.12-00		Regular Salaries & Wages	$ 4,452,474	$ 0	($ 41,059)	$ 0
$ 41,059	001-1600-581.91-10		Interfund Transfer 001 to 110	$ 0	$ 0	$ 41,059	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Returning overage for Cocoa Village CRA policing contract with Cocoa PD.
23-134-IFT-1 will reflect the General Fund portion of this transfer and go to City Council under Agenda 23-731
23-134-IFT-2 will reflect the Cocoa CRA portion of this transfer went to CRA Board under Agenda 23-680

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 11/28/23 RESOLUTION #: 2023-137

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Dave Radford Digitally signed by Dave Radford Date: 2023.10.20 11:18:51 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.10.20 11:19:09 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.10.27 16:49:18 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.27 08:50:17 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	23-648	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/10/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	To Approve Task Order 2024-05 with Carollo Engineers, Inc. for Engineering Services During Construction for the Jerry Sellers Water Reclamation Facility Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project; To Approve as a Multi-Year Contract from FY2024 through FY2025. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO - CAROLLO 2024-05 $877,598 UT-ENGR .pdf Q-23-13-COC Executed Agreement Engineering Services-Carollo.pdf COI Expires 7.4.24.pdf 20231025_TO05_Cocoa_IPS_IRP_TP_CS proposal.pdf CCNA memo IRP 11.8.2023 wAttach.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 9, 2023
Agenda Date: November 28, 2023
Prepared By: John Perrin, P.E., Senior Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2024-05 with Carollo Engineers, Inc. for Engineering Services During Construction for the Jerry Sellers Water Reclamation Facility Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project; To Approve as a Multi-Year Contract from FY2024 through FY2025.

BACKGROUND:

The Advanced Waste Treatment (AWT) requirements per Florida Statute 403.806 mandate stricter limitations on wastewater effluent by July 1, 2025. The result of the statute effectively requires upgrades to the Internal Recycle Pump (IRP) system at the Jerry Sellers Water Reclamation Facility (Sellers WRF) to be in place and fully operational several months prior to the AWT deadline, allowing time for testing and tuning of the system during wet and dry seasons prior to the AWT deadline, in order to meet compliance requirements. The work generally consists of the replacement of pumps, motors, piping, pad mounts, and related appurtenances.

In addition to the AWT requirements, the City has been ordered to perform rehabilitation and

replacement of components within the Influent Pump Station (IPS), Transfer Pump Station (TPS), and headworks areas of the Sellers WRF pursuant to a Consent Order with the Florida Department of Environmental Protection (FDEP). The work generally consists of the replacement of pumps, piping, gates, and related appurtenances, as well as the refurbishment of the concrete basins of the IPS and headworks areas.

Due to time and space constraints, the IRP Replacement Project will be consolidated with, and performed in conjunction with, the IPS and TPS Rehabilitation Project.

Carollo Engineers, Inc. (Carollo) previously completed the design for the IPS and TPS Rehabilitation Projects under Task Order 2019-09, approved by City Council on June 26, 2019.

On September 13, 2022, City Council approved Task Order 2023-27 with Carollo to provide preliminary and final design services for the IRP Replacement Project, to combine this project with the previously-designed IPS and TPS Rehabilitation Projects, and to provide bidding and procurement assistance for the construction of all three projects using the prequalified Construction Managers At-Risk (CMAR) under RFQ 19-04-COC. The IPS Rehabilitation Project was added to the scope of possible wastewater projects as an Amendment to the three existing Master Services Agreements for CMAR services per City Council approval on August 23, 2022.

The scope of work under requested Task Order 2024-05 with Carollo consists of engineering services during construction (SDC) for the IRP, IPS, and TPS Replacement and Rehabilitation Projects, to include items such as overall construction contract administration and CMAR oversight, construction submittal review, assistance on progress meetings, responding to requests for information, reviewing field and change orders, reviewing pay applications, observation and inspection of on-site construction, as-built review, and project closeout.

Staff recommends approval of this agenda item to accomplish the required work in a timely manner in order to remain in compliance with regulatory deadlines.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$877,598
Account Number	424-4055-536.63-00, WS22IR
Account Name	Infrastructure

Source of Funds: Fund Balance Reserves - Project Budget Rolling with BAF#24-002-A.

PREVIOUS ACTION:

On November 10, 2015, City Council approved Task Order No. 31 with CDM Smith, Inc. (CDM Smith) to provide permitting, structural inspection, and final design services for the Sellers WRF Flow Improvements Project, consisting of the IPS and TPS Rehabilitation Projects. In September 2016, CDM Smith submitted a final design, including drawings and specifications.

On January 24, 2017, City Council approved Task Order No. 45 with CDM Smith to provide bidding and construction services for the Sellers WRF Flow Improvements Project, consisting of the IPS and TPS Rehabilitation Projects. The construction, however, was postponed due to lack of funding.

On May 8, 2018, City Council approved Carollo to provide engineering services for wastewater collection, treatment and disposal systems under RFQ-18-10-COC.

On June 26, 2019, City Council approved Task Order 2019-09 with Carollo to update CDM Smith's 2016 design product to include drawings, specifications, and calculations.

On December 11, 2019, City Council approved Amendment No. 1 to Task Order 2019-09 with Carollo to include engineering services for the rehabilitation of the headworks area as part of the IPS and TPS Rehabilitation Projects.

On March 23, 2021 and on April 26, 2022, City Council approved the First and Second Amendments, respectively, to RFQ-18-10-COC with Carollo Engineers, Inc. to provide engineering services for wastewater collection, treatment and disposal systems.

On August 23, 2022, City Council approved a Resolution waiving the competitive bidding process for the construction of the IPS Rehabilitation Project, and approved Amendments adding the IPS Rehabilitation Project to the scope of possible wastewater projects to the Master Services Agreements for CMAR services.

On September 13, 2022, City Council approved Task Order 2023-27 with Carollo for engineering design services for the IRP Replacement Project, and bidding and procurement assistance for the IRP, IPS, and TPS Replacement and Rehabilitation Project as a multi-year contract.

On May 23, 2023, City Council approved Carollo to provide engineering services for wastewater collection, treatment and disposal systems under RFQ-23-13-COC.

RECOMMENDED MOTION:

To Approve Task Order 2024-05 with Carollo Engineers, Inc. for Engineering Services During Construction for the Jerry Sellers Water Reclamation Facility Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project; To Approve as a Multi-Year Contract from FY2024 through FY2025.

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Civil Engineering	2022-26.1
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 11/03/23 City Bid Number: RFQ-16-01-COC-A AMOUNT: $ 24,907.00

Vendor Name: Mead & Hunt, Inc. Quote/Proposal Number:

Dept. Number/Division Name: 3570 S/W / 3510 Streets

Project Name: Fiske & Broadmoor Project Project Number: PW17SI

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

AMENDMENT

Amendment to Original Task Order No. : 2022-26 Requested Amendment Amount: $ 24,907.00

Original Task Order Amount: $ 66,868.00 Total Revised Amount including all Amendments: $ 91,775.00

Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

Bidding Assistance and Engineer of Record Services: Phase 2 Bidding Assistance@$14,525 (Lump Sum Basis). Phase 2 EOR Services During Construction@ $52,353 (Time & Expense) TOTAL $66,868.00.

Add Work Scope - Various Tasks $13,177, Permitting $6,630, and Permitting Fees, Reproductions and Travel $5,100 totaling $24,907.

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved Refer to this Task # on all documentation:

Council Approval Required: ☐ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager City Manager (Purchases not to exceed $50K)

Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 31st day of July 2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2795 Mitchell Drive, Walnut Creek, CA 94598.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of projects for the Wastewater System from time to time on an as-needed, task oriented basis; and

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Carollo Engineers, Inc., a Delaware corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

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

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

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

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

2.0 DESCRIPTION OF SERVICES

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

breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal. The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City Wastewater project and may contain written terms and conditions which are deemed supplemental to this Agreement. Engineer shall be entitled to request updates to the hourly rate schedule in **Exhibit "A"** for each renewal term after the initial three (3) year term delineated in Section 1.1 hereunder, which may be accepted by the City Council.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services identified in **RFQ Q-23-13-COC**, which is incorporated herein by this reference as **Exhibit "B"**. The Engineer's Response to RFQ Q-23-13-COC is incorporated herein by this reference as **Exhibit "C"**.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 City-Provided Information and Services. The City shall furnish the Engineer available studies, reports and other data pertinent to the Engineer's services; obtain or authorize the Engineer to obtain or provide additional reports and data as required; furnish to the Engineer services of others required for the performance of the Engineer's services hereunder, and the Engineer shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Engineer's services under this Agreement.

2.6 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of

any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement. The City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre-approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City ten (10) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that

such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer 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 Engineer 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 Engineer. 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 Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'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, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer 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. Engineer 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, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer 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 Engineer 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 Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer 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 Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer 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 Engineer 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 Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. 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 Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

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

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

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

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

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

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0 Default; (b) Engineer fails to comply with any condition or provision of this Agreement; (c) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement; or (d) Engineer makes a general assignment for the benefit of its creditors, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agencyprovided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Carollo Engineers, Inc.
Attention: Elisabetta Natale
200 E. Robinson Street Suite 1400
Orlando, FL 32801
Work: (407) 377-4329
Fax: (407) 478-4643

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone

(321) 433-8698 Fax

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers, harmless from any and all claims, injuries, liabilities, damages,

losses, costs or suits, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 The Engineer shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Engineer's subconsultants, that impact project completion and/or success.

34.5 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way

responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

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

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

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

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

38.0 E-VERIFY

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

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

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

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

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

CITY:	**ENGINEER:**
CITY OF COCOA	**CAROLLO ENGINEERS, INC.**

By: _____
Stockton Whitten,
Print Name/Title: City Manager

ATTEST:

By: _____ for
Carie Shealy, City Clerk

SEAL
CORPORATE
City of Cocoa
FLORIDA

By: _____
Infrastructure Design Manager/
Print Name/Title: Vice President

By: _____

Print Name/Title: Project Manager/ Associate

EXHIBIT A
ENGINEER'S RATE SCHEDULE

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P 407-478-4642
carollo.com

CITY OF COCOA

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS
Q-23-13-COC

SCHEDULE OF PROPOSED RATES

CAROLLO ENGINEERS INC.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$130.00	E.I.	0-2
Assistant Professional ES II	$145.00	E.I.	3-4
Professional ES III	$160.00	P.E.	5-6
Professional ES IV	$180.00	P.E.	7-8
Project Professional ES V	$195.00	P.E.	9-10
Project Professional ES VI	$220.00	P.E.	11-12
Lead Project Professional ES VII	$250.00	P.E.	13-14
Senior Professional ES VIII	$275.00	P.E.	15-20
Principal Professional ES IX	$295.00	P.E.	20+
Engineering Technicians			
Technician ET I	$75.00		
Technician ET II	$85.00		
Technician ET III	$90.00		
Technician ET IV	$110.00		
Senior Technician V	$125.00		
Senior Technician VI	$140.00		
Senior Technician VII	$160.00		
Senior Technician VIII	$175.00		

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Construction Inspection			
Inspector	$140.00		
Resident Engineer	$190.00		
Construction Manager	$215.00		
Office Staff			
Admin/Clerical	$85.00		
Word Processing	$105.00		

Notes:

(1) All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.

(2) Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=12475320&GUID=6ED593BA-BF3C-4347-8566-9D89D4FA55D2* is a secure document that has been embedded in this document. Double click the pushpin to view.

TASK ORDER NO.2024-05

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the City of Cocoa (CITY) and accepted by Carollo Engineers, Inc., (ENGINEER) pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above-named parties dated the 31st day of July 2023, in connection with: Jerry Sellers WRF Influent, Internal Recycle, and Transfer Pump Rehabilitation and Replacement Project Construction Services (PROJECT).

A. PROJECT UNDERSTANDING

CITY owns and operates the Jerry Sellers Water Reclamation Facility (JSWRF) located at 375 N Cocoa Blvd., Cocoa, FL 32922. The existing influent pump station (IPS) was built in 1986 and has incurred structural damage and corrosion due to the highly corrosive environment. Structural rehabilitation and replacement of the existing pumps are needed to extend the life of the structure and maintain operations. The transfer pump station (TPS) is a critical component to the facilities day to day operations. The existing transfer pumps require replacement due to their condition, and the rehabilitation of the headworks due to structural corrosion and degradation of mechanical components. The internal recycle pump station (IRPS) pumps require upgrades and piping modifications to meet the desired recycle rates for effluent treatment improvements.

ENGINEER provided the IPS and TPS improvements design services under CITY's Task Order 2019-09. Although design was completed, CITY could not move forward with its implementation until restoration of the equalization/ aeration tank and of the duplex Biological Nutrient Reactor (BNR) tanks was completed. The equalization/ aeration tank and BNR tanks improvement project is currently underway. The IRPS upgrades and additional improvements listed in the paragraph below are under design. Due to the urgency of the improvements, along with the difficulties associated with receiving competitive bids from qualified contractors in the current economic climate, CITY elected to competitively procure a pre-qualified Construction Manager at Risk (CMAR) contractor to provide construction services for the combined projects scope. Under Task Order 2023-27, ENGINEER is assisting the CITY procuring the pre-qualified CMAR services and finalizing the design of the IRPS upgrades and the following additional improvements:

- improvements to certain drain lines in the vicinity of the belt filter presses, clarifiers and headworks,
- modification and re-routing of the RAS line to prevent a portion or the entirety of the RAS flow from entering equalization basin #3,
- repairs to a door lintel in the electrical room of the dewatering building,
- MCC 3&4 building recoating, including paint removal and surface prep. (ENGINEER to produce design documentation under this Task Order).

In addition to the improvements listed above, the CITY anticipates including under the selected CMAR's services a supplemental Carbon system to be designed by ENGINEER under a separate Task Order.
Under this Task Order, it is anticipated that ENGINEER will provide Construction Services for the IPS, IRPS and TPS upgrades, the additional improvements listed above, the supplemental Carbon system and the replacement of the hydropneumatic tanks.

B. SCOPE OF WORK

Task 1 – Project Management, Meetings and Coordination

ENGINEER will make staffing assignments, review work progress, coordinate the work tasks, assure quality assurance, complete reviews, direct progress meetings, and communicate with CITY throughout the entirety of the project. ENGINEER's Project Manager will manage the budget, scheduling, and invoicing and will communicate with CITY's Project Manager throughout the entirety of the project.
ENGINEER will coordinate with the subconsultants as necessary, to manage and implement this project.

ENGINEER will attend the following meetings:

- One pre-construction conference
- Up to eighteen (18) monthly construction progress meetings
- Up to six (6) additional meetings/site visits
- Up to three (3) partial substantial completion walk-through
- One final completion walk-through (Close-out Meeting)

The meeting shall be held at the JSWRF and/or via remote connection utilizing software such as MS Teams.

Task 1 Deliverables

- Monthly Task Progress report with invoice.

Task 2 – Engineering Support

It is anticipated that field conditions, including but not limited to results of subsurface investigations, and CMAR value engineering may require design modifications and development of additional documentation. Under this task, ENGINEER will support the City evaluating and addressing design modifications to the design documents issued for construction.
Additionally, ENGINEER will prepare under this task design documentation for the replacement of the hydropneumatics tanks, with the assumption that the existing structural elements (concrete slab and supports) will be reused.

Task 2 Deliverables

- Revised design documents.

Task 3 – RAS Piping Modifications Hydraulics Review

ENGINEER will investigate the hydraulics effects on the RAS pumps and the IPS pumps after the RAS line modifications are confirmed to determine if modifications need to be made to either pump station to accommodate the RAS piping modifications.

Task 3 Deliverables

- Project Memorandum summarizing the hydraulic modeling results and recommendations.

Task 4 – Construction Services

Task 4.1 Engineering Services During Construction

The construction for PROJECT is assumed to be completed within 18 months. ENGINEER will receive, review, and evaluate, and distribute shop drawings as submitted by the CMAR. An estimated fifty (55) shop-drawing submittals and up to fifteen (15) RFI's submittals are anticipated at this time. The estimated number of submittals includes the initial review and resubmittals.
ENGINEER shall review and provide CITY with recommendations on CMAR proposed change orders and payment applications.
ENGINEER shall review for conformance with the bid documents and compliance with the contract documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by the CMAR or to safety precautions and programs.
ENGINEER shall receive and review (for general content as required by the contract documents) operation and maintenance manuals, guarantees, and certifications of inspection, which are to be assembled by the CMAR.
ENGINEER will review and return shop drawings and operation and maintenance manuals within 14 calendar days of receipt.
ENGINEER will work with CITY and CMAR to issue necessary interpretations and clarify contract documents to ensure consistency with CITY standards. Prior to construction, ENGINEER will work with CITY and CMAR to ensure the quality meets CITY requirements.
ENGINEER shall render all interpretations or decisions in good faith and per the contract documents' provisions.

Task 4.2 Inspection Site Visits and Construction Observations

For budgeting purposes, it is anticipated that ENGINEER's Construction Services Inspector (CSI) or Resident Project Representative (RPR) will conduct weekly site visits over an estimated eighteen (18) months construction duration to observe the construction progress. Field inspections visits may occur more or less frequently than twice per week, not to exceed the total budgeted amount. Some weeks may require no inspection site visits, others may require multiple days per week, depending on the phase of construction. The ENGINEER will coordinate the weekly schedule with CITY and the CMAR. The site visits will also include specialty inspections such as electrical, instrumentation, mechanical, and structural as deemed

necessary at critical phases of the construction. In addition, the ENGINEER will coordinate with CITY and the CMAR site visits to observe installation and functional testing and start up procedures. The site visit budget is based on a 78-week construction schedule, assuming for budgetary purposes two and a half (2.5) visits per week, ten (10) hours per site visit [assuming eight (8) hours on site and two (2) hours roundtrip travel time]. ENGINEER will coordinate closely with CITY and CMAR to efficiently schedule site visits.
The CSI/RPR will provide weekly reports, including observations, log of activities witnessed, and relevant photographic evidence.

Task 4.2 Deliverables

- Weekly CSI/RPR reports, including observations, log of activities witnessed, and relevant photographic evidence.

Task 5 – Post-Construction Services

ENGINEER will review CMAR's as-built drawings for conformance with the contract documents and prepare record drawings. CMAR will be solely responsible for the accuracy of the as-built drawings.
ENGINEER will also review all O&M manuals from the equipment vendors and compile them in an O&M manual in electronic format. It is assumed that the O&M manual will include only the new equipment/process. ENGINEER will assist in the start-up and testing of the facility. CMAR will coordinate with the equipment manufacturers to provide training to the plant staff.

The following documents are to be assembled and provided by the CMAR:

- Operation and Maintenance (O&M) manuals
- Guarantees
- Certifications of inspection

Under this task, ENGINEER will assist the CITY staff during equipment performance testing. It is assumed that these services will require four (4) 8-hour days of on-site attendance (budget assumptions include 2 hours roundtrip travel time).

The following deliverables will be provided as part of this task.

Task 5.0 Deliverables

- Electronic punch list based on the substantial completion inspection meeting
- Cost estimate of punch list items (in compliance with FL SB 346)
- Two (2) sets of 11" x17" Record drawings
- Two (2) sets of 22" x34" Record drawings
- Signed and Sealed Electronic PDF and AutoCAD drawings of the Record design drawings
- Electronic PDF of the O&M manual

Task 5.1 PLC and SCADA programming development services

ENGINEER will provide PLC and SCADA programming development services as specified in specification section 17101 for the following areas of the JSWRF.

1. Bracco Pond Valve.
2. Influent Pump Station.
3. Transfer Pump Station.
4. Internal Recycle Pump Station.
5. Supplemental Carbon System (if needed).

Additionally, ENGINEER will provide:

1. Limited coordination services with the VFD and applicable equipment vendors to ensure the new equipment is compatible and coordinated with the existing plant SCADA system.
2. Cutover planning coordination with contractor and equipment vendors (including system configuration, data migration, and data validation).
3. Submittal review of the applicable new equipment.
4. Testing: Complete End to End Testing (CEET) with CMAR, equipment vendors, ICSC, and others. SFT (Software Functional Testing) with CITY staff to ensure the new system operates as specified.
5. Training: ENGINEER will provide operator training for the new SCADA programming as necessary.

There will be up to six (6) site visits included in this scope and fee for the programming effort.

C. PROJECT ASSUMPTIONS

Due to the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented here or if CITY desires additional services, the resultant changes in scope will serve as the basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both ONWER and ENGINEER.

It is assumed that the existing electrical infrastructure at JSWRF is sufficient to support the required new loads.

The following items are <u>not included</u> in this Scope of Services:

- Full time inspector. It is assumed that the CITY will be responsible to supervise the day-to-day construction activities for the duration of the project.
- Materials testing. It is assumed that any materials testing will be performed by CITY or CMAR.
- Surveying. It is assumed that any surveying services will be performed by CITY or CMAR.
- Other field services not specified with the scope of services.

D. SCHEDULE

The time periods for the performance of ENGINEER's services will commence upon the issuance of an executed Purchase Order (P.O.) and end upon CITY acceptance of the construction's final completion. It is assumed that the PROJECT will be substantially completed within 18 months from the CMAR executed Guaranteed Maximum Price (GMP) amendment. It is also assumed CITY will accept final completion within 20 months from the CMAR executed GMP amendment.

E. COMPENSATION

Compensation for Services of ENGINEER described in this Task Order will be billed based on actual time in accordance with the billing rates provided in Attachment A of the Master Services Agreement (Appendix B), and therefore budgets between tasks are interchangeable. Reimbursable expenses will be billed at actual costs in accordance with the Master Services Agreement.
Compensation for Task 1, 2 and 3 will be based on a lump sum fee of $220,770.00.
Compensation for Task 4 and 5 will be based on a not-to-exceed fee of $639,645.00.
SUBCONSULTANT compensation is based on a not-to-exceed fee of basis of $17,182.88 as detailed in Appendix A.
The total compensation fee is $877,597.88, as detailed in the estimate of labor and costs table presented in Appendix A.

F. EFFECTIVE DATE

This Task Order is effective as of _____.

IN WITNESS WHEREOF, duly authorized representatives of CITY and of ENGINEER have executed this Task Order evidencing its issuance by CITY and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.	CITY
By: 	By:
Vic Godlewski, P.E., Vice President	Stockton Whitten, City Manager
By: 	
Scott Richards, P.E., Vice President	

APPENDIX A

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee FY 2023 Jerry Sellers WRF Influent, Internal Recycle and Transfer Pump Stations Improvements CS Engineering Services		Lead Project Professional ES VII (Project Engineer)	Senior Professional ES VIII (Project Manager)	Senior Professional ES VIII (Electrical and I&C)	Lead Project Professional ES VII (Electrical and I&C)	Professional ES IV	Resident Project Representative	Project Professional ES V	Document Processing	Total Hours	Total Labor Cost (Not-to-Exceed)	Travel and ODCs	Task Total
	Labor Rate	$ 250.00	$ 275.00	$ 275.00	$ 250.00	$ 180.00	$ 190.00	$ 195.00	$ 105.00				
	TASK AND DESCRIPTION												
1	**Project Management, Meetings and Coordination**	**216**	**144**	**0**	**0**	**0**	**0**	**0**	**18**	**378**	**$95,490**	**$4,320**	**$99,810.00**
1.1	Project Meetings and Coordination	144	144				0			288	$75,600	$4,320	$79,920.00
1.2	Project Management	72							18	90	$19,890		$19,890.00
2	**Engineering Support**	**160**	**60**	**24**	**24**	**60**	**0**	**160**	**0**	**488**	**$111,100**	**$0**	**$111,100.00**
2.1	Design Decisions Support and Modifications	160	60	24	24	60		160		488	$111,100		$111,100.00
3	**RAS Piping Modifications Hydraulics Review**	**32**	**6**	**0**	**0**	**0**	**0**		**2**	**40**	**$9,860**	**$0**	**$9,860.00**
3.1	Hydraulic Model Analysis	24	4							28	$7,100		$7,100.00
3.2	Project Memo	8	2						2	12	$2,760		$2,760.00
4	**Construction Services**	**140**	**85**	**124**	**24**	**148**	**1950**	**0**	**0**	**521**	**$495,615**	**$7,200**	**$502,815.00**
4.1	*Engineering Services During Construction*												
	Review Submittals	110	55	32	24	60				281	$68,225		$68,225.00
	Respond to RFI's	30	30	12		8				80	$20,490		$20,490.00
4.2	*Inspection Site Visits and Construction Observations*												
	CSI/RPR Inspections						1950				$370,500	$6,240	$376,740.00
	Specialty Inspections			80		80				160	$36,400	$960	$37,360.00
5	**Post-Construction Services**	**95**	**49**	**191**	**12**	**100**	**0**	**120**	**16**	**313**	**$135,830**	**$1,000**	**$136,830.00**
5.1	PLC and SCADA programming development services		24	166							$52,250	$250	$52,500.00
5.2	Equipment Start-up and Performance Testing	40				40					$17,200	$250	$17,450.00
5.3	Record Drawings and Final O&Ms Review	55	25	25	12	60		120	16	313	$66,380	$500	$66,880.00
	Total Project Hours and Labor Costs (CAROLLO ENGINEERS INC.)	**483**	**284**	**315**	**36**	**248**	**1950**	**120**	**36**	**1252**	**$736,795**	**$12,520**	**$860,415.00**
		$ 120,750.00	**$ 78,100.00**	**$ 86,625.00**	**$ 9,000.00**	**$ 44,640.00**	**$ 370,500.00**	**$ 23,400.00**	**$ 3,780.00**				
SUBCONSULTANT													
S	Wekiva Engineers												$17,182.88
	Total Project Costs (SUBCONSULTANT)												**$17,182.88**
	Task 1, 2, 3 | Lump Sum Fee												**$220,770.00**
	Task 4, 5 | Not-To-Exceed Fee												**$639,645.00**
	SUBCONSULTANT | Not-To-Exceed Fee												**$17,182.88**
	TOTAL PROJECT FEE												**$877,597.88**

APPENDIX B

711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: (321) 972-4989

Wekiva Project Number: 22-144

March 22, 2023

Vic Godlewski, PE
Carollo Engineers, P.C.
200 East Robinson Street, Suite 1400
Orlando, FL 32801

Re: Proposal for Structural Engineering Services
City of Cocoa Sellers WRF Miscellaneous Improvements Construction Services
City of Cocoa, Florida

Dear Mr. Godlewski,

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Carollo Engineers (Carollo) for the above referenced project. This scope of services is intended to cover the services during construction associated with several individual design projects performed by Wekiva. These include the pump station improvements (Wekiva project 22-244), supplemental carbon system (Wekiva project 23-152), and CMU lintel repair (Wekiva project 20-162).

SCOPE OF SERVICES

Wekiva proposes the following work task associated with the designs noted above:

Task 1: Services during Construction: Wekiva staff will assist Carollo during the construction process by performing the following:

- Reviewing shop drawings (assumed to be 26)
- Responding to RFI's (assumed to be 8)
- Perform six (6) site visits during construction to view construction progress
- Perform one (1) substantial completion site visit
- Record drawings will also be provided which will be based on redlines provided by the Contractor

COST AND SCHEDULE

Wekiva proposes to undertake the work described above on a time and expense fee basis at a not-to-exceed price of **$17,182.88**. The attached Table 1 indicates the proposed fee per task.

TERMS AND CONDITIONS

Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to Carollo and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,

John Sobczak, P.E.
Member

Table 1 - Structural Engineering Services Fee

Fee Estimate: Structural Engineering Services
City of Cocoa Sellers WRF Miscellaneous Improvements
Date: March, 2023

Task	*Task*	*Man-hours By Category*					*Totals*		
No	*Description*	Principal	Project Engineer	Engineer	Drafting	Clerical	Hrs		Cost
		$185.90	$137.28	$108.68	$68.64	$51.48			
1	*Services during Construction*	52	26	30	4	8	120	$	17,182.88
	Total Cost							$	17,182.88

UTILITIES DEPARTMENT
351 Shearer Blvd., Cocoa, FL 32922
Phone: (321) 433-8700 Fax: (321) 433-8708

MEMORANDUM

TO: Brian Dale, Purchasing Manager
FROM: John A. "Jack" Walsh, P.E. Utilities Director
DATE: November 8, 2023
SUBJECT: Justification of CCNA Compliance for Engineering Services During Construction of the IRP, IPS, and TPS Replacement and Rehabilitation Project

The Advanced Waste Treatment (AWT) requirements per Florida Statute 403.806 mandate stricter limitations on wastewater effluent by July 1, 2025. The result of the statute effectively requires upgrades to the Internal Recycle Pump (IRP) system at the Jerry Sellers Water Reclamation Facility (Sellers WRF) to be in place and fully operational prior to the AWT deadline, allowing time for testing and tuning of the system during wet and dry seasons, in order to meet compliance requirements. The IRP project generally consists of the replacement of pumps, motors, piping, pad mounts, and related appurtenances.

In addition to the AWT requirements, the City has been ordered to perform rehabilitation and replacement of components within the Influent Pump Station (IPS), Transfer Pump Station (TPS), and headworks areas of the Sellers WRF pursuant to a Consent Order with the Florida Department of Environmental Protection (FDEP). The IPS/TPS project generally consists of the replacement of pumps, piping, gates, and related appurtenances, as well as the refurbishment of the concrete basins of the IPS and headworks areas.

Under Task Order 2019-09 (approved by City Council on June 26, 2019), Carollo Engineers, Inc. (Carollo) updated the design for the IPS/TPS project that was previously designed by a different engineering firm in 2016. Carollo produced a probable cost of construction estimate for the IPS/TPS project of approximately $2.6M in April 2020.

Due to time and space constraints, the construction of the IRP project was consolidated with, and will be performed in conjunction with, the IPS/TPS project. Also, the IPS project was added to the scope of possible wastewater projects as an Amendment to the existing Master Services Agreement for Construction Managers At-Risk (CMAR) services under RFQ 19-04-COC per City Council approval on August 23, 2022.

On September 13, 2022, City Council approved Task Order 2023-27 with Carollo to provide preliminary and final design services for the IRP project, to combine this project with the previously-designed IPS/TPS project, and to provide bidding and procurement assistance for the construction of the IRP and the

IPS/TPS projects using the prequalified CMAR. In June 2022, Carollo produced a capital planning cost estimate of the IRP project of approximately $1.8M.

On April 25, 2023, the construction of the combined project was awarded to the CMAR, Wharton-Smith, Inc., under the Master Services Agreement for CMAR services, and on June 22, 2023, the CMAR produced a construction cost estimate of approximately $12.4M for the combined project.

Tables 1 and 2 summarize the cost estimates and the procurement schedules, respectively.

Table 1: Cost Estimates for the IRP and IPS/TPS Projects

Project	April 2020	June 2022	June 2023	Increase Factor
IPS/TPS	$2.6M	$2.6M	$7.9M*	3.0
IRP	N/A	$1.8M	$4.5M*	2.5
Total	$2.6M	$4.4M	$12.4M	2.8

*Cost splits are not exact and are based on the CMAR-provided estimates for mechanical, concrete, and equipment costs, then extrapolated using the total cost estimate.

Table 2: Schedule of Procurements for the IRP and IPS/TPS Projects

Project	June 2019	Aug 2022	Sep 2022	April 2023
IPS/TPS	Design	IPS Added to CMAR Agreement	N/A	CMAR
IRP	N/A	N/A	Design	CMAR

The department is now ready to procure the engineering services during construction for the project. The expectation of this work from the award of design was that it would be performed by the design engineer, Carollo, for practicality and in the best interest of the City, and consistent with the approved CMAR contract format. The following is staff's justification for procurement of the services with Carollo for the combined project under the CCNA statute: both the IRP and the IPS/TPS projects were designed separately, were originally intended to be constructed as standalone projects, and each project individually was originally estimated in good faith to be below the $4M threshold per the CCNA statute.

Attachments
IPS/TPS Cost Estimate
IRP Cost Estimate

carollo
Engineers...Working Wonders With Water®

Project: Jerry Sellers WRF Influent Pump Station Improvements and Transfer Pump Rehabilitation
Client: City of Cocoa **Date:** April 2020
Location: Cocoa, FL

Jerry Seller WRF IPS and Transfer Pump Rehabilitation LUMP SUM BID					
Item	Description	QTY	Unit	Cost	Total (OH&P)
1	**Mobilization (LS and UNIT ITEM)**	1	3%		$ 58,897
2	**Exist. Pretreatment Structure Rehab**	1	LS	$ 173,793	$ 210,290
3	**IPS Rehab**	1	LS	$ 955,561	$ 1,156,229
4	**Transfer Pump Station**	1	LS	$ 235,805	$ 285,325
5	**Second Anoxic Basin #2**	1	LS	$ 13,729	$ 16,612
6	**Reaeration Basin**	1	LS	$ 31,566	$ 38,195
7	**Demobilization (LS and UNIT ITEM)**	1	8%		$ 157,059
8	**Dewatering**	1		$ 82,645	$ 100,000

Jerry Seller WRF IPS and Transfer Pump Rehabilitation UNIT ITEM BID					
Item		QTY	Unit		Total
1	**Grit and Sludge Removal (wet Tons)**	200	Ton	$ 96,969	$ 117,332
2	**Concrete Repairs**	200	SF	$ 32,446	$ 39,260
	SUBTOTAL				**$ 2,179,199**
	Contingency	1	15%		$ 326,880
	Bid Market Allowance	1	4%		$ 100,243
	GRAND TOTAL				**$ 2,606,322**

Notes:

(1) Mobilization and demobilization percentages per Contract documents

(2) Typical contingency assigned for Class 3 AACEE Engineer's Opinion of Construction Cost Contingency range of 10%-20% Under and 10%-30% Over

(3) Bid Market Allowance ranges from 0% to 25% of the cost. It is based on the anticipated number of bidders based on the current market conditions.

(4) The cost estimate herein is based on our perception of current conditions at the project location. This estimate reflects our professional opinion of costs derived from several sources such as: RS Means Construction Cost, Average historic Contractor's bid data, and Vendor provided data at the time of the project design. Carollo Engineers have no control over variances in the cost of labor, materials, equipment; nor services provided by others, contractor's means and methods of executing the work or of determining prices, competitive bidding or market conditions, practices or bidding strategies. Carollo Engineers cannot and does not warrant or guarantee that proposals, bids or actual construction costs will not vary from the costs presented as shown.

Project Number	Project Name	Description	Project Timing	Project Cost
CIP-01	Sellers WRF Air Supply System Upgrades	Install three new centrifugal blowers with a canopy, new slab on-grade, and new air piping near the BNR process basins. Perform infrared testing of all circuit breakers since there is evidence of a short-circuit event at blower motor starter control panel.	2027-2031	$1,573,000
CIP-03	Sellers WRF Chemical Systems Relocation	Relocate online chemical-monitoring equipment to a prefabbed, air-conditioned building closer to the CCC, and replace equipment as needed. Relocate all sodium hypochlorite and sodium bisulfite chemical-feed systems to a covered structure adjacent to the CCC.	2027-2031	$784,000
CIP-04	Sellers WRF IR System Improvements	Redesign the IR system to include parallel 14-inch pipes per BNR train equipped with dedicated flow meters. Include space for a fourth IR pump if needed in the future and provide bypass capabilities in case one BNR train is taken offline. Replace all existing valves associated with the IR pumps, and modify the pump base plates as needed. The IR system's design is scheduled for 2022 with construction in 2023.	2023	$1,761,000
CIP-05	Sellers WRF Grit Removal System Upgrades	Upgrade the grit pump, washer, and classifier. Rehabilitate the girt unit's elevated slab.	2027-2031	$379,000
CIP-06	Sellers WRF Supplemental Carbon Evaluation and System Installation	Evaluate, compare, and select an appropriate supplemental carbon source (i.e., sugar water, MicroC 2000, methanol) for improved biological nitrogen removal that meets AWT standards by 2025. Recommend the 2024 installation of a permanent supplemental carbon system that feeds the second anoxic basins. MicroC was assumed as the supplemental-carbon source for budgetary purposes.	2023	$300,000
CIP-13	Sellers WRF ABW Filters Retrofit	Contingent upon the findings of the recommended tertiary system capacity evaluation. Consider rehabilitating existing technologies. Retrofit or rehabilitate existing ABW traveling bridge sand filters to provide increased filtration capacity and maintain reliability and redundancy in case one filter unit is taken offline This cost estimate is based on a 2022 quote for the AquaDiamond technology.	2032-2036	$1,806,000
R&R-01	Air Supply System Replacements	Replace the existing aeration basins' membrane diffusers, and rehabilitate air piping as needed. Install sunshields, surge protection, and calibration stickers on BNR instrumentation (e.g., DO sensors and Hach SC200). This project's timing depends on the installation of new BNR process basin diffusers. Replace diffusers every 15 years.	2037-2041	$118,000
R&R-02	BNR Trains Mixer Upgrades	Inspect all submerged mixers in fermentation and first anoxic basins, and rehabilitate or replace as necessary. This cost assumes complete replacement.	2027-2031	$276,000

Legislation Details (With Text)

File #:	23-714	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/8/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	Approve Participation in a Multi-Year Piggy-Back Agreement with Fausnight Stripe & Line, Inc. for Roadway Markings, Striping and Brick Texture Surfacing utilizing Seminole County Contract No. IFB-604562-23/LNF, Effective 11/28/2023 through 08/28/2026, with two (2) each one-year renewal option. Authorize the City Manager to sign the related agreements and renewals and issue the purchase order(s). (Interim Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2._Executed_IFB-604562-23_(Fausnight).pdf 23-0860 FY2024 City of Cocoa.pdf PARTIALLY EXECUTED Standard Form for Piggyback Contract No. IFB-604562-23LNF.pdf SIGNED E-Verify Contractor Affidavit.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 8, 2023
Agenda Date: November 28, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Abigail Morgan, P.E. Interim Public Works Director/City Engineer

Requested Action:
Approve Participation in a Multi-Year Piggy-Back Agreement with Fausnight Stripe & Line, Inc. for Roadway Markings, Striping and Brick Texture Surfacing utilizing Seminole County Contract No. IFB-604562-23/LNF, Effective 11/28/2023 through 08/28/2026, with two (2) each one-year renewal option. Authorize the City Manager to sign the related agreements and renewals and issue the purchase order(s).

BACKGROUND:

The Public Works Department has an annual repaving program to address roads that are in failing or poor condition. In 2015, the city completed an entire analysis of the road and sidewalk network.

Restriping after repaving is necessary for the safety of the City's residents.

STRATEGIC PLAN CONNECTION:

Roadway Striping is essential for Public Safety.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	No

Amount Requested	$35,000
Account Number	001-3510-541.46-00
Account Name	Repair and Maintenance

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Participation in a Multi-Year Piggy-Back Agreement with Fausnight Stripe & Line, Inc. for Roadway Markings, Striping and Brick Texture Surfacing utilizing Seminole County Contract No. IFB-604562-23/LNF, Effective 11/28/2023 through 08/28/2026, with two (2) each one-year renewal option. Authorize the City Manager to sign the related agreements and renewals and issue the purchase order(s).

TERM CONTRACT FOR ROADWAY MARKINGS, STRIPING AND BRICK TEXTURE SURFACING (IFB-604562-23/LNF)

THIS AGREEMENT is dated as of the 29th day of August 2023, by and between **FAUSNIGHT STRIPE AND LINE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 910 Charles Street, Longwood, Florida 32750, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide all materials, delivery, labor, transportation, coordination, and incidentals necessary to perform services and to furnish products as specified in the IFB documents for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 03C4-24I0-0D5L
Page 1 of 36

solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to

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Page 2 of 36

contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the

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Page 3 of 36

materials and services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Traffic Engineering Division
200 W. County Home Road
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

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Page 4 of 36

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately

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Page 5 of 36

discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

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Page 6 of 36

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

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Page 7 of 36

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

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eCertified Id: 03C4-24I0-0D5L
Page 8 of 36

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

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eCertified Id: 03C4-24I0-0D5L
Page 9 of 36

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

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eCertified Id: 03C4-24I0-0D5L
Page 10 of 36

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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eCertified Id: 03C4-24I0-0D5L
Page 11 of 36

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Pollution Liability	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard

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eCertified Id: 03C4-24I0-0D5L
Page 12 of 36

Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either

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eCertified Id: 03C4-24I0-0D5L
Page 13 of 36

continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

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Page 14 of 36

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

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Page 15 of 36

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

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eCertified Id: 03C4-24I0-0D5L
Page 16 of 36

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

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eCertified Id: 03C4-24I0-0D5L
Page 17 of 36

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

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eCertified Id: 03C4-24I0-0D5L
Page 18 of 36

of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Traffic Engineering Division
200 W. County Home Road
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

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Page 19 of 36

For CONTRACTOR:

Fausnight Stripe and Line, Inc.
910 Charles Street
Longwood, FL 32750

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied

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eCertified Id: 03C4-24I0-0D5L
Page 20 of 36

with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

SHERRI GILLILAND, Secretary

(CORPORATE SEAL)

FAUSNIGHT STRIPE AND LINE, INC.

By: _____
PHILLIP J. FAUSNIGHT, President

Date: 8/28/2023

SEMINOLE COUNTY, FLORIDA

Witness
Leticia Figueroa
Print Name

Witness
Gladys Marrozos
Print Name

By: _____
TAMMY ROBERTS,
Procurement Administrator

Date: August 29, 2023

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney
GLK/lpk
5/11/23 8/21/23
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Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

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eCertified Id: 03C4-24I0-0D5L
Page 21 of 36

Attachments:

Exhibit A - Scope of Services
Exhibit B - Sample Release Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance

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eCertified Id: 03C4-24I0-0D5L
Page 22 of 36

Scope of Services

Contractor will provide all materials, delivery, labor, transportation, coordination and incidentals necessary to perform services and to furnish products as specified in the IFB documents.

This is an indefinite quantity contract for the goods and services specified. The quantities of goods and services specified are estimates only and are not purchased by this Contract. Delivery or performance shall be only as authorized by orders in accordance with the terms of this Contract. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

No work will begin until a Release Order has been issued to the contractor. The Order for each project will contain a start date and completion date. Each Order will be treated as a standalone project.

Contractor Responsibility, Compliance and Specifications:

1. The Contractor and Subcontractors must be FDOT certified. Certification shall remain in effect during the term of the contract.

2. Contractor will be responsible for supervising, directing, and sufficiently performing all work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents, including all applicable standards and specifications.

3. Contractor will be solely responsible for all means, methods, techniques, scheduling, sequences, and procedures of construction, for providing adequate safety precautions, for coordinating all portions of the work under the contract documents, traffic control, and for enforcement of order and cooperation among contractor's employees and all subcontractors and suppliers.

4. Contractor will be responsible to see that the finished work complies accurately with the contract documents and specifications.

5. All materials and services provided through this contract shall conform and adhere to the latest edition of the Seminole County and Florida Department of Transportation Standards; including the Seminole County Land Development Code, Seminole County Traffic Ordinance, FDOT Roadway and Traffic Design Standards and Standard Specifications for Roadway and Bridge Construction. In addition, this contract shall conform to A.A.S.H.T.O. design standards and the Manual on Uniform Traffic Control Devices (MUTCD). All materials used shall be FDOT approved and / or on the FDOT Approved Products List (APL) or FDOT Qualified Products List (QPL), unless otherwise approved by Seminole County.

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6. In resolving conflicts, errors or discrepancies, the contract documents shall be construed as one- what is required by one document shall be construed as being required by all contract documents. If an issue of priority is due to a conflict or discrepancy between express provisions of the contract documents and any referenced specifications, manuals, or codes of any technical society, organization or association, the provisions of the contract documents will take precedence if they are more stringent or presumptively cause a higher level or performance. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between laws or regulations, the provision with the higher cost requirement shall be binding on contractor, unless otherwise directed by the County. In accordance with the intent of the contract documents, Contractor recognizes and accepts that compliance with the priority order specified shall not justify increase in contract price.

7. Contractor shall acquire a Right of Way permit from the Seminole County Engineering Division prior to performing any work within County Right of Way.

8. Permitted lane closures require prior approval by the Seminole County Traffic Engineer or designee.

Pay Item Notes:

1 – 11 and 193 FDOT pay items 700-1-11 through 700-1-14, 700-1-18, 700-1-50, 700-1-60, 700-3-101, 700-3-102, 705-11-1, 705-11-3 and QK-SEPR (traffic signs, delineators and Qwick Kurb Traffic Separator). These items shall be paid based on a furnish and install cost.

26 and 66 FDOT pay items 710-11-321 and 710-12-321 (Black paint) may be used for contrast markings per FDOT Index 17346. These items will be paid per liner foot of black paint installed.

12-25 and 27 FDOT pay items 710-11-121 through 710-11-125, 710-11-131, 710-11-141, 710-11-143, 710-11-190, 710-11-221, 710-11-224, 710-11-231, 710-11-241 710-11-290 and 710-11-421 (standard paint) shall be paid per linear foot of markings installed.

28 - 51 FDOT pay items 710-11-160A through 710-11-160W and 710-11-170, 710-11-170A and 710-11-180 (standard paint) shall be paid on a per message or symbol basis.

52 – 65 and 67 FDOT pay items 710-12-121 through 710-12-125 and 710-12-131, 710-12-141, 710-12-143, 710-12-190, 710-12-221, 710-12-224, 710-12-231, 710-12-241, 710-12-290 and 710-12-421 (durable paint) shall be paid per linear foot of markings installed.

68 – 91 FDOT pay items 710-12-160A through 710-12-160W and 710-12-170, 710-12-170A and 710-12-180 (durable paint) shall be paid on a per message or symbol basis.

92 – 104 FDOT pay items 711-11-121 through 711-11-125, 711-11-131, 711-11-141, 711-11-143, 711-11-221, 711-11-224, 711-11-231, 711-11-241, 711-11-421 (standard thermoplastic) shall be paid per linear foot of markings installed.

105 – 128 FDOT pay items 711-11-160A through 711-11-160W, 711-11-170, 711-11-170A and 711-11-180 (standard thermoplastic) shall be paid on a per message or symbol basis.

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129 FDOT pay item 711-17 (Removal of existing thermoplastic markings) Contractor shall exercise caution while performing and shall not damage the underlying riding / road surface.

130 – 142 FDOT pay items 711-12-121 through 711-12-125, 711-12-131, 711-12-141, 711-12-143, 711-12-221, 711-12-224, 711-12-231, 711-12-241 and 711-12-421 (refurbished thermoplastic) shall be paid per linear foot of markings installed. shall follow the FDOT Standard Specification for Road and Bridge Construction, section 711-4.2.2 Refurbishing Existing Traffic Striping and Markings.

143 – 166 FDOT pay items 711-12-160A through 711-12-160W, 711-12-170, 711-12-170A, 711-12-180, (refurbished thermoplastic) shall be paid on a per message or symbol basis. shall follow the FDOT Standard Specification for Road and Bridge Construction, section 711-4.2.2 Refurbishing Existing Traffic Striping and Markings.

167 – 172 and 192 FDOT pay items 711-14-660, 711-14-660A, 523-1, 527-2-1, 527-2-2, 527-2-3 and 523-1-TPXD (route shields, preformed red, preformed pattern pavement markings and detectable warning mats or warning devices. shall meet all FDOT / ADA manufacturer and installation requirements. Use brick red Detectable Warning Systems Mats or equivalent.

177 – 181 FDOT pay items 999A through 999E (Lay-out Striping, Message, and Symbol and Clearing Dirt / Grass from edge line) shall be used per the County's Discretion. Typical layout and clearing shall be included in other pay items per FDOT standards

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EXHIBIT B - SAMPLE

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
RELEASE ORDER

ORDER NUMBER: 48148

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole County Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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Page 26 of 36

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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IFB-604562-23/LNF
Roadway Markings, Striping and Brick Texture Surfacing

Item	FDOT Pay Item No.	New Item Yes/No Modified	Item Description	Action	Quantity	Units	Unit Cost	Total Cost
GROUP I - SIGNING / DELINEATORS								
1	700-1-11	N	Single Post Sign, F&I Ground Mount, Up to 12 SF	F/I	20	AS	$ 320.00	$ 6,400.00
2	700-1-12	N	Single Post Sign, F&I Ground Mount, 12-20 SF	F/I	5	AS	$ 620.00	$ 3,100.00
3	700-1-13	N	Single Post Sign, F&I Ground Mount, 21-30 SF	F/I	5	AS	$ 700.00	$ 3,500.00
4	700-1-14	N	Single Post Sign, F&I Ground Mount, 31+ SF	F/I	5	AS	$ 840.00	$ 4,200.00
5	700-1-18	N	Single Post Sign, F&I Ground Mount, In- Street Flexible Post Sign	F/I	25	AS	$ 280.00	$ 7,000.00
6	700-1-50	N	Single Post Sign, Relocate		25	AS	$ 100.00	$ 2,500.00
7	700-1-60	N	Single Post Sign, Remove		50	AS	$ 60.00	$ 3,000.00
8	700-3-101	M	Sign Panel, F&I Ground Mount, Up to 12 SF	F/I	10	EA	$ 150.00	$ 1,500.00
9	700-3-102	M	Sign Panel, F&I Ground Mount, Up to 12-20 SF	F/I	20	EA	$ 190.00	$ 3,800.00
10	705-11-1	N	Delineator, Flexible Tubular	F/I	30	EA	$ 80.00	$ 2,400.00
11	705-11-3	N	Delineator, Flexible High Visibility Median	F/I	25	EA	$ 330.00	$ 8,250.00
Sub- Total Group I								**$ 45,650.00**
GROUP II - STANDARD PAINT								
12	710-11-121	N	Painted Pavement Markings, Standard, White, Solid, 6"	F/I	25,000	LF	$ 0.29	$ 7,250.00
13	710-11-122	N	Painted Pavement Markings, Standard, White, Solid, 8"	F/I	1,000	LF	$ 0.37	$ 370.00
14	710-11-123	N	Painted Pavement Markings, Standard, White, Solid, 12"	F/I	5,000	LF	$ 0.70	$ 3,500.00
15	710-11-124	N	Painted Pavement Markings, Standard, White, Solid, 18"	F/I	1,000	LF	$ 0.80	$ 800.00
16	710-11-125	N	Painted Pavement Markings, Standard, White, Solid, 24"	F/I	1,000	LF	$ 1.40	$ 1,400.00
17	710-11-131	N	Painted Pavement Markings, Standard, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	600	LF	$ 0.38	$ 228.00
18	710-11-141	N	Painted Pavement Markings, Standard, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	300	LF	$ 0.40	$ 120.00
19	710-11-143	N	Painted Pavement Markings, Standard, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	100	LF	$ 0.80	$ 80.00
20	711-11-190	N	Painted Pavement Markings, Standard, White, Island Nose	F/I	500	SF	$ 0.80	$ 400.00
21	710-11-221	N	Painted Pavement Markings, Standard, Yellow, Solid, 6"	F/I	25,000	LF	$ 0.30	$ 7,500.00
22	710-11-224	N	Painted Pavement Markings, Standard, Yellow, Solid, 18"	F/I	1,000	LF	$ 0.80	$ 800.00
23	710-11-231	N	Painted Pavement Markings, Standard, Yellow, Skip, 6"	F/I	300	LF	$ 0.37	$ 111.00
24	710-11-241	N	Painted Pavement Markings, Standard, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	150	LF	$ 0.40	$ 60.00
25	711-11-290	N	Painted Pavement Markings, Standard, Yellow, Island Nose	F/I	1,500	SF	$ 0.80	$ 1,200.00

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26	710-11-321	N	Painted Pavement Markings, Standard, Black, Solid, 6"	F/I	5,000	LF	$ 0.28	$ 1,400.00
27	710-11-421	N	Painted Pavement Markings, Standard, Blue, Solid, 6"	F/I	1,000	LF	$ 0.50	$ 500.00
28	710-11-160-A	N	Painted Pavement Markings, Standard, White, Message "NO PARKING OR STANDING FIRE LANE"	F/I	5	EA	$ 40.00	$ 200.00
29	710-11-160-B	N	Painted Pavement Markings, Standard, White, Message, "SCHOOL"	F/I	10	EA	$ 45.00	$ 450.00
30	710-11-160-C	N	Painted Pavement Markings, Standard, White,Message, "MERGE"	F/I	5	EA	$ 30.00	$ 150.00
31	710-11-160-D	N	Painted Pavement Markings, Standard, White, Message, "YIELD"	F/I	5	EA	$ 20.00	$ 100.00
32	710-11-160-E	N	Painted Pavement Markings, Standard, White, Message, "RIGHT"	F/I	10	EA	$ 20.00	$ 200.00
33	710-11-160-F	N	Painted Pavement Markings, Standard, White, Message, "TRAIL"	F/I	5	EA	$ 20.00	$ 100.00
34	710-11-160-G	N	Painted Pavement Markings, Standard, White, Message, "XING"	F/I	5	EA	$ 20.00	$ 100.00
35	710-11-160-H	N	Painted Pavement Markings, Standard, White, Message, "LEFT"	F/I	10	EA	$ 20.00	$ 200.00
36	710-11-160-J	N	Painted Pavement Markings, Standard, White, Message, "TURN"	F/I	5	EA	$ 20.00	$ 100.00
37	710-11-160-K	N	Painted Pavement Markings, Standard, White, Message, "LANE"	F/I	5	EA	$ 20.00	$ 100.00
38	710-11-160-L	N	Painted Pavement Markings, Standard, White, Message, "ONLY"	F/I	5	EA	$ 30.00	$ 150.00
39	710-11-160-M	N	Painted Pavement Markings, Standard, White, Message, "STOP"	F/I	5	EA	$ 25.00	$ 125.00
40	710-11-160-N	N	Painted Pavement Markings, Standard, White, Message, "BUS"	F/I	5	EA	$ 20.00	$ 100.00
41	710-11-160-P	N	Painted Pavement Markings, Standard, White, Message, "RXR"	F/I	15	EA	$ 30.00	$ 450.00
42	710-11-160-Q	N	Painted Pavement Markings, Standard, White, Message, "MPH"	F/I	10	EA	$ 20.00	$ 200.00
43	710-11-160-R	N	Painted Pavement Markings, Standard, White, Message, "25"	F/I	10	EA	$ 20.00	$ 200.00
44	710-11-160-S	N	Painted Pavement Markings, Standard, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	$ 50.00	$ 250.00
45	710-11-160-T	N	Painted Pavement Markings, Standard, White, Symbol, Helmeted Bicyclist	F/I	50	EA	$ 5.00	$ 250.00
46	710-11-160-U	N	Painted Pavement Markings, Standard, White, Symbol, Bike Lane Arrow	F/I	50	EA	$ 5.00	$ 250.00
47	710-11-160-V	N	Painted Pavement Markings, Standard, White, Symbol, Wheelchair Accessible, 5' Height	F/I	5	EA	$ 30.00	$ 150.00

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48	710-11-160-W	N	Painted Pavement Markings, Standard, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	$ 25.00	$ 125.00
49	710-11-170	N	Painted Pavement Markings, Standard, White, Arrow, (Single)	F/I	10	EA	$ 40.00	$ 400.00
50	710-11-170-A	N	Painted Pavement Markings, Standard, White, Arrow, (Turn & Through)	F/I	10	EA	$ 42.00	$ 420.00
51	710-11-180	N	Painted Pavement Markings, Standard, White, Yield Line	F/I	5	LF	$ 15.00	$ 75.00
Sub- Total Group II								**$ 30,564.00**
GROUP III - DURABLE PAINT								
52	710-12-121	N	Painted Pavement Markings, Durable Paint, White, Solid, 6"	F/I	50,000	LF	$ 0.36	$ 18,000.00
53	710-12-122	N	Painted Pavement Markings, Durable Paint, White, Solid, 8"	F/I	1,000	LF	$ 0.42	$ 420.00
54	710-12-123	N	Painted Pavement Markings, Durable Paint, White, Solid, 12"	F/I	20,000	LF	$ 1.40	$ 28,000.00
55	710-12-124	N	Painted Pavement Markings, Durable Paint, White, Solid, 18"	F/I	1,000	LF	$ 1.45	$ 1,450.00
56	710-12-125	N	Painted Pavement Markings, Durable Paint, White, Solid, 24"	F/I	2,500	LF	$ 2.80	$ 7,000.00
57	710-12-131	N	Painted Pavement Markings, Durable Paint, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	1,200	LF	$ 0.45	$ 540.00
58	710-12-141	N	Painted Pavement Markings, Durable Paint, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	600	LF	$ 0.50	$ 300.00
59	710-12-143	N	Painted Pavement Markings, Durable Paint, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	$ 1.50	$ 225.00
60	710-12-190	N	Painted Pavement Markings, Durable Paint, White, Island Nose	F/I	1,000	SF	$ 1.50	$ 1,500.00
61	710-12-221	N	Painted Pavement Markings, Durable Paint, Yellow, Solid, 6"	F/I	50,000	LF	$ 0.36	$ 18,000.00
62	710-12-224	N	Painted Pavement Markings, Durable Paint, Yellow, Solid, 18"	F/I	2,500	LF	$ 1.45	$ 3,625.00
63	710-12-231	N	Painted Pavement Markings, Durable Paint, Yellow, Skip, 6"	F/I	600	LF	$ 0.45	$ 270.00
64	710-12-241	N	Painted Pavement Markings, Durable Paint, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	300	LF	$ 0.50	$ 150.00
65	710-12-290	N	Painted Pavement Markings, Durable Paint, Yellow, Island Nose	F/I	2,500	SF	$ 1.50	$ 3,750.00
66	710-12-321	N	Painted Pavement Markings, Durable Paint Black, Solid 6"	F/I	10,000	LF	$ 0.35	$ 3,500.00
67	710-12-421	N	Painted Pavement Markings, Durable Paint, Blue, Solid, 6"	F/I	1,000	LF	$ 0.70	$ 700.00
68	710-12-160-A	N	Painted Pavement Markings, Durable Paint, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	$ 50.00	$ 500.00

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69	710-12-160-B	N	Painted Pavement Markings, Durable Paint, White, Message, "SCHOOL"	F/I	20	EA	$	45.00	$ 900.00
70	710-12-160-C	N	Painted Pavement Markings, Durable Paint, White, Message, "MERGE"	F/I	10	EA	$	30.00	$ 300.00
71	710-12-160-D	N	Painted Pavement Markings, Durable Paint, White, Message, "YIELD"	F/I	10	EA	$	25.00	$ 250.00
72	710-12-160-E	N	Painted Pavement Markings, Durable Paint, White, Message, "RIGHT"	F/I	15	EA	$	25.00	$ 375.00
73	710-12-160-F	N	Painted Pavement Markings, Durable Paint, White, Message, "TRAIL"	F/I	5	EA	$	25.00	$ 125.00
74	710-12-160-G	N	Painted Pavement Markings, Durable Paint, White, Message, "XING"	F/I	5	EA	$	25.00	$ 125.00
75	710-12-160-H	N	Painted Pavement Markings, Durable Paint, White, Message, "LEFT"	F/I	15	EA	$	22.00	$ 330.00
76	710-12-160-J	N	Painted Pavement Markings, Durable Paint, White, Message, "TURN"	F/I	10	EA	$	22.00	$ 220.00
77	710-12-160-K	N	Painted Pavement Markings, Durable Paint, White, Message, "LANE"	F/I	10	EA	$	22.00	$ 220.00
78	710-12-160-L	N	Painted Pavement Markings, Durable Paint, White, Message, "ONLY"	F/I	10	EA	$	45.00	$ 450.00
79	710-12-160-M	N	Painted Pavement Markings, Durable Paint, White, Message, "STOP"	F/I	10	EA	$	30.00	$ 300.00
80	710-12-160-N	N	Painted Pavement Markings, Durable Paint, White, Message, "BUS"	F/I	5	EA	$	22.00	$ 110.00
81	710-12-160-P	N	Painted Pavement Markings, Durable Paint, White, Message, "RXR"	F/I	25	EA	$	35.00	$ 875.00
82	710-12-160-Q	N	Painted Pavement Markings, Durable Paint, White, Message, "MPH"	F/I	10	EA	$	22.00	$ 220.00
83	710-12-160-R	N	Painted Pavement Markings, Durable Paint, White, Message, "25"	F/I	10	EA	$	22.00	$ 220.00
84	710-12-160-S	N	Painted Pavement Markings, Durable Paint, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	$	70.00	$ 350.00
85	710-12-160-T	N	Painted Pavement Markings, Durable Paint, White, Symbol, Helmeted Bicyclist	F/I	150	EA	$	8.00	$ 1,200.00
86	710-12-160-U	N	Painted Pavement Markings, Durable Paint, White, Symbol, Bike Lane Arrow	F/I	150	EA	$	8.00	$ 1,200.00
87	710-12-160-V	N	Painted Pavement Markings, Durable Paint, White, Symbol, Wheelchair Accessible, 5' Height	F/I	10	EA	$	45.00	$ 450.00
88	710-12-160-W	N	Painted Pavement Markings, Durable Paint, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	$	40.00	$ 200.00
89	710-12-170	N	Painted Pavement Markings, Durable Paint, White, Arrow, (Single)	F/I	25	EA	$	70.00	$ 1,750.00

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90	710-12-170-A	N	Painted Pavement Markings, Durable Paint, White, Arrow, (Turn & Through)	F/I	10	EA	$ 75.00	$ 750.00
91	710-12-180	N	Painted Pavement Markings, Durable Paint, White, Yield Lines	F/I	5	LF	$ 20.00	$ 100.00
Sub- Total Group III							$ -	**$ 98,950.00**
GROUP IV - THERMOPLASTIC								
92	711-11-121	N	Thermoplastic, Standard, White, Solid, 6"	F/I	150,000	LF	$ 0.96	$ 144,000.00
93	711-11-122	N	Thermoplastic, Standard, White, Solid, 8"	F/I	1,500	LF	$ 1.40	$ 2,100.00
94	711-11-123	N	Thermoplastic, Standard, White, Solid, 12"	F/I	20,000	LF	$ 3.00	$ 60,000.00
95	711-11-124	N	Thermoplastic, Standard, White, Solid, 18"	F/I	1,000	LF	$ 4.00	$ 4,000.00
96	711-11-125	N	Thermoplastic, Standard, White, Solid, 24"	F/I	5,000	LF	$ 6.00	$ 30,000.00
97	711-11-131	N	Thermoplastic, Standard, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	4,000	LF	$ 1.10	$ 4,400.00
98	711-11-141	N	Thermoplastic, Standard, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	2,000	LF	$ 1.10	$ 2,200.00
99	711-11-143	N	Thermoplastic, Standard, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	$ 3.00	$ 450.00
100	711-11-221	N	Thermoplastic, Standard, Yellow, Solid, 6"	F/I	150,000	LF	$ 0.96	$ 144,000.00
101	711-11-224	N	Thermoplastic, Standard, Yellow, Solid, 18"	F/I	2,500	LF	$ 4.00	$ 10,000.00
102	711-11-231	N	Thermoplastic, Standard, Yellow, Skip, 6"	F/I	2,000	LF	$ 1.10	$ 2,200.00
103	711-11-241	N	Thermoplastic, Standard, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	1,000	LF	$ 1.10	$ 1,100.00
104	711-11-421	N	Thermoplastic, Standard, Blue, Solid, 6"	F/I	500	LF	$ 3.80	$ 1,900.00
105	711-11-160-A	N	Thermoplastic, Standard, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	20	EA	$ 200.00	$ 4,000.00
106	711-11-160-B	N	Thermoplastic, Standard, White, Message, "SCHOOL"	F/I	150	EA	$ 140.00	$ 21,000.00
107	711-11-160-C	N	Thermoplastic, Standard, White, Message, "MERGE"	F/I	35	EA	$ 130.00	$ 4,550.00
108	711-11-160-D	N	Thermoplastic, Standard, White, Message, "YIELD"	F/I	25	EA	$ 65.00	$ 1,625.00
109	711-11-160-E	N	Thermoplastic, Standard, White, Message, "RIGHT"	F/I	50	EA	$ 65.00	$ 3,250.00
110	711-11-160-F	N	Thermoplastic, Standard, White, Message, "TRAIL"	F/I	5	EA	$ 150.00	$ 750.00
111	711-11-160-G	N	Thermoplastic, Standard, White, Message, "XING"	F/I	5	EA	$ 150.00	$ 750.00
112	711-11-160-H	N	Thermoplastic, Standard, White, Message, "LEFT"	F/I	50	EA	$ 65.00	$ 3,250.00
113	711-11-160-J	N	Thermoplastic, Standard, White, Message, "TURN"	F/I	50	EA	$ 65.00	$ 3,250.00
114	711-11-160-K	N	Thermoplastic, Standard, White, Message, "LANE"	F/I	50	EA	$ 65.00	$ 3,250.00
115	711-11-160-L	N	Thermoplastic, Standard, White, Message, "ONLY"	F/I	75	EA	$ 140.00	$ 10,500.00
116	711-11-160-M	N	Thermoplastic, Standard, White, Message, "STOP"	F/I	20	EA	$ 100.00	$ 2,000.00
117	711-11-160-N	N	Thermoplastic, Standard, White, Message, "BUS"	F/I	15	EA	$ 40.00	$ 600.00
118	711-11-160-P	N	Thermoplastic, Standard, White, Message, "RXR"	F/I	75	EA	$ 130.00	$ 9,750.00
119	711-11-160-Q	N	Thermoplastic, Standard, White, Message, "MPH"	F/I	15	EA	$ 55.00	$ 825.00
120	711-11-160-R	N	Thermoplastic, Standard, White, Message, "25"	F/I	15	EA	$ 40.00	$ 600.00
121	711-11-160-S	N	Thermoplastic, Standard, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	$ 180.00	$ 900.00

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122	711-11-160-T	N	Thermoplastic, Standard, White, Symbol, Helmeted Bicyclist	F/I	250	EA	$ 135.00	$ 33,750.00
123	711-11-160-U	N	Thermoplastic, Standard, White, Symbol, Bike Lane Arrow	F/I	250	EA	$ 75.00	$ 18,750.00
124	711-11-160-V	N	Thermoplastic, Standard, White, Symbol,Wheelchair Accessible, 5' Height	F/I	25	EA	$ 90.00	$ 2,250.00
125	711-11-160-W	N	Thermoplastic, Standard, White, Symbol, Wheelchair Accessible, 3' Height	F/I	15	EA	$ 80.00	$ 1,200.00
126	711-11-170	N	Thermoplastic, Standard, White, Arrow, (Single)	F/I	75	EA	$ 90.00	$ 6,750.00
127	711-11-170-A	N	Thermoplastic, Standard, White, Arrow, (Turn & Through)	F/I	50	EA	$ 100.00	$ 5,000.00
128	711-11-180	N	Thermoplastic, Standard, White, Yield Line	F/I	20	LF	$ 10.00	$ 200.00
129	711-17	N	Thermoplastic, Remove Exist. Thermoplastic Pavement Markings		5,000	LF	$ 1.80	$ 9,000.00
130	711-12-121	N	Thermoplastic, Refurbishment, White, Solid, 6"	F/I	150,000	LF	$ 0.85	$ 127,500.00
131	711-12-122	N	Thermoplastic, Refurbishment, White, Solid, 8"	F/I	1,500	LF	$ 1.20	$ 1,800.00
132	711-12-123	N	Thermoplastic, Refurbishment, White, Solid, 12"	F/I	20,222	LF	$ 2.75	$ 55,610.50
133	711-12-124	N	Thermoplastic, Refurbishment, White, Solid, 18"	F/I	1,500	LF	$ 3.60	$ 5,400.00
134	711-12-125	N	Thermoplastic, Refurbishment, White, Solid, 24"	F/I	7,500	LF	$ 5.20	$ 39,000.00
135	711-12-131	N	Thermoplastic, Refurbishment, White, Skip, 10-30 or 3-9 Skip, 6"	F/I	4,000	LF	$ 0.92	$ 3,680.00
136	711-12-141	N	Thermoplastic, Refurbishment, White, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	2,000	LF	$ 0.92	$ 1,840.00
137	711-12-143	N	Thermoplastic, Refurbishment, White, 2-2 Dotted Extension Line for Roundabout, 12"	F/I	150	LF	$ 2.90	$ 435.00
138	711-12-221	N	Thermoplastic, Refurbishment, Yellow, Solid, 6"	F/I	150,000	LF	$ 0.85	$ 127,500.00
139	711-12-224	N	Thermoplastic, Refurbishment, Yellow, Solid, 18"	F/I	3,500	LF	$ 3.60	$ 12,600.00
140	711-12-231	N	Thermoplastic, Refurbishment, Yellow, Skip, 6"	F/I	2,000	LF	$ 0.92	$ 1,840.00
141	711-12-241	N	Thermoplastic, Refurbishment, Yellow, 2-4 Dotted Guideline / 6-10 Dotted Extension, 6"	F/I	1,000	LF	$ 0.92	$ 920.00
142	711-12-421	N	Thermoplastic, Refurbishment, Blue, Solid, 6"	F/I	500	LF	$ 4.00	$ 2,000.00
143	711-12-160-A	N	Thermoplastic, Refurbishment, White, Message, "NO PARKING OR STANDING IN FIRE LANE"	F/I	10	EA	$ 90.00	$ 900.00
144	711-12-160-B	N	Thermoplastic, Refurbishment, White, Message, "SCHOOL"	F/I	25	EA	$ 150.00	$ 3,750.00
145	711-12-160-C	N	Thermoplastic, Refurbishment, White, Message, "MERGE"	F/I	15	EA	$ 70.00	$ 1,050.00
146	711-12-160-D	N	Thermoplastic, Refurbishment, White, Message, "YIELD"	F/I	10	EA	$ 22.00	$ 220.00
147	711-12-160-E	N	Thermoplastic, Refurbishment, White, Message, "RIGHT"	F/I	50	EA	$ 22.00	$ 1,100.00
148	711-12-160-F	N	Thermoplastic, Refurbishment, White, Message, "TRAIL"	F/I	5	EA	$ 150.00	$ 750.00
149	711-12-160-G	N	Thermoplastic, Refurbishment, White, Message, "XING"	F/I	5	EA	$ 150.00	$ 750.00
150	711-12-160-H	N	Thermoplastic, Refurbishment, White, Message, "LEFT"	F/I	50	EA	$ 22.00	$ 1,100.00
151	711-12-160-J	N	Thermoplastic, Refurbishment, White, Message, "TURN"	F/I	25	EA	$ 22.00	$ 550.00
152	711-12-160-K	N	Thermoplastic, Refurbishment, White, Message, "LANE"	F/I	25	EA	$ 22.00	$ 550.00
153	711-12-160-L	N	Thermoplastic, Refurbishment, White, Message, "ONLY"	F/I	50	EA	$ 120.00	$ 6,000.00
154	711-12-160-M	N	Thermoplastic, Refurbishment, White, Message, "STOP"	F/I	10	EA	$ 60.00	$ 600.00

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155	711-12-160-N	N	Thermoplastic, Refurbishment, White, Message, "BUS"	F/I	10	EA	$ 22.00	$ 220.00
156	711-12-160-P	N	Thermoplastic, Refurbishment, White, Message, "RXR"	F/I	50	EA	$ 150.00	$ 7,500.00
157	711-12-160-Q	N	Thermoplastic, Refurbishment, White, Message, "MPH"	F/I	10	EA	$ 22.00	$ 220.00
158	711-12-160-R	N	Thermoplastic, Refurbishment, White, Message, "25"	F/I	10	EA	$ 22.00	$ 220.00
159	711-12-160-S	N	Thermoplastic, Refurbishment, White, Message, Miscellaneous 4 to 6 Letters	F/I	5	EA	$ 180.00	$ 900.00
160	711-12-160-T	N	Thermoplastic, Refurbishment, White, Symbol, Helmeted Bicyclist	F/I	125	EA	$ 60.00	$ 7,500.00
161	711-12-160-U	N	Thermoplastic, Refurbishment, White, Symbol, Bike Lane Arrow	F/I	125	EA	$ 25.00	$ 3,125.00
162	711-12-160-V	N	Thermoplastic, Refurbishment, White, Symbol, Wheelchair Accessible, 5' Height	F/I	10	EA	$ 40.00	$ 400.00
163	711-12-160-W	N	Thermoplastic, Refurbishment, White, Symbol, Wheelchair Accessible, 3' Height	F/I	5	EA	$ 40.00	$ 200.00
164	711-12-170	N	Thermoplastic, Refurbishment, White, Arrow, (Single)	F/I	75	EA	$ 92.00	$ 6,900.00
165	711-12-170-A	N	Thermoplastic, Refurbishment, White, Arrow, (Turn & Through)	F/I	75	EA	$ 100.00	$ 7,500.00
166	711-12-180	N	Thermoplastic, Refurbishment, White, Yield Line	F/I	25	LF	$ 10.00	$ 250.00
167	711-14-660	N	Thermoplastic, Preformed, Multi-Color Route Shield	F/I	2	EA	$ 2,000.00	$ 4,000.00
168	711-14-660-A	N	Preformed Thermoplastic Pedestrian Symbols (Yellow and Black)	F	10	EA	$ 880.00	$ 8,800.00
Sub-Total Group IV								**$ 999,280.50**
GROUP V - MISCELLANEOUS								
169	523-1	N	Patterned Pavement Preformed Thermoplastic, Vehicular Areas, (Flint Trading or Equivalent)	F/I	2,500	SY	$ 180.00	$ 450,000.00
170	527-2-1	N	Preformed Red Thermoplastic, Detectable Warning Mat	F/I	3,500	SF	$ 3.00	$ 10,500.00
171	527-2-2	N	Pre-Molded Red Detectable Warning Mat (Safety Step TD Ramp Up Mat or Equivalent)	F/I	3,500	SF	$ 32.00	$ 112,000.00
172	527-3	N	Remove Existing Detectable Warnings		1,500	SF	$ 5.00	$ 7,500.00
173	706-3	N	Retro Reflective Pavement Markers Class B (FDOT 706)	F/I	25,000	EA	$ 3.95	$ 98,750.00
174	706-1-32	N	Retro Reflective Pavement Markers (Remove)	F/I	10,000	EA	$ 0.30	$ 3,000.00
175	713-103-101	N	Permanent Tape, White, Solid, 6" For Concrete Bridges	F/I	2,500	LF	$ 4.20	$ 10,500.00
176	713-103-201	N	Permanent Tape, Yellow, Solid, 6" For Concrete Bridges	F/I	2,500	LF	$ 4.20	$ 10,500.00
177	999-A	N	Barrier Wall / Guardrail Markers	F/I	150	EA	$ 15.00	$ 2,250.00
178	999-B	N	Lay-out for Striping	F/I	75,000	LF	$ 0.12	$ 9,000.00
179	999-C	N	Lay-out for Symbol	F/I	100	EA	$ 23.00	$ 2,300.00
180	999-D	N	Lay-out for Message	F/I	100	EA	$ 17.00	$ 1,700.00
181	999-E	N	Clearing Dirt / Grass from Edgeline		30,000	LF	$ 0.22	$ 6,600.00
182	999-F	N	Temporary Tape (6" Foil Backed) Roll	F	150	LF	$ 2.00	$ 300.00
183	999-G	N	Rumble Strips 0.5" thickness 2" width	F/I	150	EA	$ 25.00	$ 3,750.00
184	999-H	N	Small Project Minimum Charge (Job Quantities < $977.50)		5	LS	$ 1,500.00	$ 7,500.00

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185	701-11-111	N	Audible/Vibratory Pvmt Marking, Std, White Solid 6"	F/I	34,000	EA	$ 1.55	$	52,700.00
186	701-11-211	N	Audible/Vibratory Pvmt Marking, Std, Yellow Solid 6"	F/I	5,800	EA	$ 1.55	$	8,990.00
187	701-11-231	N	Audible/Vibratory Pvmt Marking, Std, Yellow Skip 6"	F/I	36,800	EA	$ 1.55	$	57,040.00
188	711-18	N	Surface Preparation Planing 6"	F/I	43,480	EA	$ 0.55	$	23,914.00
189	706-3-PSA-YY	N	Retro Reflective Pavement Markers with Pressure-Sensitive Adhesive (Furnish Only) (Lots of 100 Per CTN - Yellow/Yellow)	F	5	EA	$ 450.00	$	2,250.00
190	706-3-PSA-WR	N	Retro Reflective Pavement Markers with Pressure-Sensitive Adhesive (Furnish Only) (Lots of 100 Per CTN -White/Red)	F	5	EA	$ 450.00	$	2,250.00
191	706-3-PSA-BB	N	Retro Reflective Pavement Markers with Pressure-Sensitive Adhesive (Furnish Only) (Lots of 100 Per CTN -Two Way Blue)	F	5	EA	$ 450.00	$	2,250.00
192	523-1-TPXD	Y	Patterned Pavement Preformed Thermoplastic, TrafficPatternsXD Stamped Brick Pattern (Herringbone or Running Bond)	F/I	400	SY	$ 225.00	$	90,000.00
193	QK-SEPR	Y	Qwick Kurb Traffic Separator with Flexible Mash Bollards	F/I	300	LF	$ 115.00	$	34,500.00
Sub- Total Group V								**$**	**1,010,044.00**

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EXHIBIT "D"

Agreement Name: Roadway Markings, Striping and Brick Texture Surfacing

Agreement Number: IFB-604562-23/LNF

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604562-23/LNF are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 18th day of August, 2023.

Fausnight Stripe and Line, Inc.
Consultant Name

By: Phillip J Fausnight
Print/Type Name: Phillip J Fausnight
Title: President

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 18th day of August, 2023, by Phillip J Fausnight (Full Name of Affiant).

CRISTANNY MERCEDES
MY COMMISSION # HH 037249
EXPIRES: December 19, 2024
Bonded Thru Notary Public Underwriters

Cristanny Mercedes
Print/Type Name Cristanny Mercedes
Notary Public in and for the County
and State Aforementioned
My commission expires: 12/19/2024

E-Verify Affidavit
Revised 5/19/2021

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 03C4-24I0-0D5L

PROPOSAL

Fausnight STRIPE & LINE INC.
910 Charles Street
Longwood, FL 32750
(407) 261-5446 * Fax (407) 261-5449

PHONE	FAX	DATE
		11/10/23
	PROPOSAL #	23-0860

JOB NAME/LOCATION
City of Cocoa FY24 Various Streets
Various Locations

Piggyback Seminole County Contract IFB-604562-23/LNF

TO City of Cocoa

Attention: Dylan
dprice@cocoafl.gov

We hereby submit specifications and estimates for:

Item	Description	Quantity	U/M	Unit Price	Amount
711-11-121	Thermoplastic, Standard, White, Solid, 6"	3100	LF	$ 0.96	$ 2,976.00
711-11-221	Thermoplastic, Standard, Yellow, Solid, 6"	4800	LF	$ 0.96	$ 4,608.00
711-11-125	Thermoplastic, Standard, White, Solid, 24"	450	LF	$ 6.00	$ 2,700.00
711-11-170	Thermoplastic, Standard, White, Arrow, (Single)	2	EA	$ 90.00	$ 180.00
711-11-160-M	Thermoplastic, Standard, White, Message, "STOP"	1	EA	$ 100.00	$ 100.00
711-11-160-S	Thermoplastic, Standard, White, Message, Pedestrian Symbol	2	EA	$ 180.00	$ 360.00
706-3	Retro Reflective Pavement Markers Class B (FDOT 706)	170	EA	$ 3.95	$ 671.50
999-B	Lay-out for Striping	8350	LF	$ 0.12	$ 1,002.00
999-C	Lay-out for Symbol	2	EA	$ 23.00	$ 46.00
999-D	Lay-out for Message	3	EA	$ 17.00	$ 51.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Total: **$ 12,694.50**

Terms: Net 30

Authorized Signature: Drew Mikler

Proposal Valid for 90 Days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance Signature

CONTACTS:

Estimating Department	estimating@fausnight.com
Phil Fausnight, President/Contracts Administrator	phil@fausnight.com
John Bruce, Project Coordinator/Scheduling	john.bruce@fausnight.com
Cris Mercedes, Gen Admin, Insurance, Submittals	cris@fausnight.com

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Fausnight Stripe and Line, Inc., 910 Charles Street, Longwood, FL 32750 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Seminole County, FL, said contract being identified as: Roadway Markings, Striping and Brick Texture Surfacing, Contract No. IFB-604562-23/LNF**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Roadway markings, striping, and brick texture surfacing, see Exhibit "A" – original contract.

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

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

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

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Fausnight Stripe and Line, Inc. The term of said agreement shall be for the period effective date of the City Mayor signature through 08/28/2026, with two (2) one year option for renewal.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 through 2026 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

E. COMPREHENSIVE BUILDER RISK INSURANCE

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

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

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

2.2. E-Verify:

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

2.3. Address change for the City of Cocoa:

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

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

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

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

For Vendor	**For City**
Fausnight Stripe and Line, Inc. Attn: Phillip Fausnight, President 910 Charles Street Longwood, FL 32750 Phone: (407)-261-5446 Email: phil@fausnight.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

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

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

Fausnight Stripe and Line, Inc.

Entered this 4th day of November, 2023 Phillip Fausnight, President

(Print Name / Title)

(Signature)

November 4, 2023

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

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

By: _____

Date: _____

(Michael C. Blake, Mayor)

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

_____

Attested By: City Clerk

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Fausnight Stripe and Line, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

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

A true and correct copy of Fausnight Stripe and Line, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Sherri Gilliland

Print Name: Sherri Gilliland, CFO

Date: November 4, 2023

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11/4/2023 (date) by Sherri Gilliland, CFO (name of officer or agent, title of officer or agent) of Fausnight Stripe and Line, Inc (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Cristanny Mercedes

[Notary Seal] Notary Public

CRISTANNY MERCEDES
MY COMMISSION # HH 037249
EXPIRES: December 19, 2024
Bonded Thru Notary Public Underwriters

Name typed, printed or stamped

My Commission Expires: _____

E-Verify

Company ID Number: 404525

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Fausnight Stripe and Line, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 404525

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 404525

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 404525

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Company ID Number: 404525

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 404525

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 404525

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Legislation Details (With Text)

File #:	23-744	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Agenda Ready
File created:	11/20/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	

Title: Two matters related to the Mountain Cove Homes at Lakes at Cocoa Grove Development - (1) Consider Petition filed by Mountain Cove Homes at Lakes at Cocoa Grove, LLC. to create a community development district pursuant to Chapter 190, Florida Statutes, and approve on First Reading Ordinance No. 27-2023 Creating the Lakes at Cocoa Grove Community Development District. (Community Services Director); and (2) Postpone consideration and approval of the First Amendment to Settlement Implementation Agreement to the City Council Meeting to be held on December 12, 2024 at 6:00 p.m. for purposes of preserving public notice of the adoption of the proposed agreement. (City Attorney)

Sponsors:

Indexes:

Code sections:

Attachments:
Concept Plan
_____-2023 Ordinance Establishing Lakes at Cocoa Grove CDD
(Filed) 2023 Assembled Petition to Establish CDD - Lakes at Cocoa Grove
Pre-filed Testimony-Craig Wrathell with Affidavit
Pre-filed Testimony-Hassan Kamal with Affidavit
Pre-filed Testimony-Victor Solorzano-with Affidavit
Public Hearing-Establishment-1st Publication Tear Sheet

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 20, 2023
Agenda Date: November 28, 2023
Prepared By: Anthony Garganese, City Attorney
Through:
Requested Action:
Two matters related to the Mountain Cove Homes at Lakes at Cocoa Grove Development - (1) Consider Petition filed by Mountain Cove Homes at Lakes at Cocoa Grove, LLC. to create a community development district pursuant to Chapter 190, Florida Statutes, and approve on First Reading Ordinance No. 27-2023 Creating the Lakes at Cocoa Grove Community Development District. (Community Services Director); and (2) Postpone consideration and approval of the First Amendment to Settlement Implementation Agreement to the City Council Meeting to be held on December 12, 2024 at 6:00 p.m. for purposes of preserving public notice of the adoption of the proposed agreement.

BACKGROUND:

The subject property is 246.43 acres, more or less, and legally described in the proposed Ordinance. The subject property is generally located on the north side of State Road 528 at the corner of State Road 528 and I-95.

The subject property is subject to that certain Preceding Development Agreement by and between the City of Cocoa and Florida Space Needle, LLC., dated August 24, 2004 ("Preceding Development Agreement"). Following the Council's approval of the Preceding Development Agreement, the City Council annexed the land into the jurisdictional limits of the City of Cocoa, along with other real property on the north and south side of State 528 totaling over 700 acres of land. At the time, it was one of the largest annexations conducted by the City of Cocoa. Following the adoption of the annexation ordinance, Brevard County filed a lawsuit challenging the annexation of the subject property. The City prevailed in the lawsuit at the 5th District Court of Appeal and entered into that certain Stipulated Settlement Agreement between Brevard County v. City of Cocoa, Case N. 05-2005 -018141, which was recorded on January 9, 2008 in Official Record Book 5837, Page 2226 of Brevard County, Florida. Years later, after the property had changed ownership, the City entered into that certain Settlement Implementation Agreement between the City of Cocoa and Virgin Trains USA Florida, LLC., dated July 10, 2019, and recorded at Official Record Book 8564, Page 2243 of Brevard County, Florida.

In accordance with an excavation permit issued by the City of Cocoa, and stormwater plans approved by the St. Johns River Water Management District, the subject property has recently been excavated to provide much needed dirt for the Brightline Rail Project. The area that was excavated will be serving as a lake amenity for the proposed 350 single family home development project approved by the City Council under the Settlement Implementation Agreement. Now that the excavation has been completed, Brevard County has elected on May 23, 2023 the ingress/egress point for the project per the Stipulated Settlement Agreement, and the City Council has approved on November 14, 2023 the utilities easement for the extension of the utilities to service the property, City Administration is currently working on finalizing a proposed First Amendment to the Settlement Implementation Agreement to make technical amendments to the conceptual development plan for the proposed single family home project before Mountain Cove pursues final development permits to construct the project. The First Amendment to Settlement Implementation Agreement will be presented to Council for approval at the December 12 ,2023 meeting. In the meantime, a copy of the revised conceptual development plan is attached to this agenda item in order to refamiliarize the Council with the layout and scope of this proposed project.

Pursuant to Section 4.7 of the Preceding Development Agreement, the City of Cocoa and the predecessor owner of the subject property agreed that the creation of a Community Development District may be considered by the City of Cocoa upon the owner's request and that a CDD may be beneficial for the future development of the property. Mountain Cove Homes at Lakes at Cocoa Grove, LLC, the current owner of the subject property ("Petitioner"), having obtained written consent to the establishment of the District by the owners of 100 percent (100%) of the real property to be included in the District, has filed a Petition to Establish the Lakes at Cocoa Grove Community Development District ("Petition") with the City Council of the City of Cocoa, Florida ("City") pursuant to Section 190.005(2)(a) and 190.046(1)(h), Florida Statutes, to adopt an ordinance establishing the Lakes at Cocoa Grove Community Development District ("District") pursuant to Chapter 190, Florida Statutes.

Generally, a community development district ("CDD") is an independent special district which is used as an alternative method for financing and maintaining basic community development services,

including capital infrastructure required for the development of communities such as a large residential subdivision. As defined by applicable Florida Statutes, a CDD is an independent special district that operates as “a local unit of special-purpose government.” Each district, acting through its own Board of Supervisors, may exercise the general powers enumerated in Florida Statutes. For example, when structured and run properly, CDDs may provide a cost-effective tool to finance the development of infrastructure and services needed for new communities. CDDs can levy ad valorem taxes or special assessments on developable land within the District to generate the revenues necessary to finance the development and maintenance of infrastructure, and may also issue long-term bonds, and use its statutory powers to finance all or part of the costs of construction, acquisition, operation, and maintenance of major infrastructure for community development including, but not limited to, roads, water and sewer facilities, stormwater management facilities, the undergrounding of utilities, streetlights, and landscaping. In essence, a CDD is a separate local government entity that runs independently from its host City or County. If the CDD is approved, it will also be separate from the traditional homeowner’s association that the Petitioner will be creating to provide long term support for other aspects of the project not under the jurisdiction and management of the CDD.

Because the subject property is located within the City of Cocoa, and is less than 2,500 acres, the creation of a CDD within the City of Cocoa requires that the City Council conduct a public hearing on the Petition and if the Council desires to approve the creation of the CDD, Council must adopt an ordinance creating the CDD. Chapter 190, Florida Statutes requires the City Council to make a determination to grant or deny a petition for the establishment of a community development district based on the following factors:

1. Whether all statements contained within the petition have been found to be true and correct.
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.

In accordance with the requirements of Section 4.7 of the Preceding Development Agreement, and in furtherance of demonstrating compliance with the aforementioned factors, Petitioner has filed a Petition to create a CDD, along with written testimony of several individuals associated with the proposed CDD. Council should consider the Petition and written testimony and determine, based on the aforementioned factors, whether to allow the Petitioner to create the CDD. Creation of a CDD requires Council to adopt an Ordinance. Therefore, the decision made by Council this evening is whether to adopt the attached Ordinance on First Reading.

Florida Statutes requires that the proposed Ordinance be advertised in a newspaper of general circulation for four consecutive weeks prior to second reading and final adoption. A copy of the first advertisement is attached to this Agenda Item. The advertisement is scheduled to run on 11/14; 11/21; 11/28 and 12/5. Second reading and final adoption of the Ordinance has been advertised to occur on December 12, 2023, providing Council approves the Ordinance on First Reading.

In addition, as noted above, City Administration is finalizing its review of a draft of the proposed First Amendment to Settlement Implementation Agreement for Council's consideration. However, the draft was not presented to Staff by the Petitioner in time to make this Council Agenda. Because the First Amendment to Settlement Agreement was noticed in newspaper for consideration and approval at this evening's Council meeting, Staff is requesting that the Council postpone consideration of the First Amendment to Settlement Implementation Agreement to a date certain to preserve advertising. The First Amendment to Settlement Agreement will be considered for approval by the City Council at its Regular Meeting to be held on December 12, 2023 at 6:00 p.m._

STRATEGIC PLAN CONNECTION:

Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast. Improve residential development and rehabilitation programs to ensure a diversity of housing options.

BUDGETARY IMPACT:

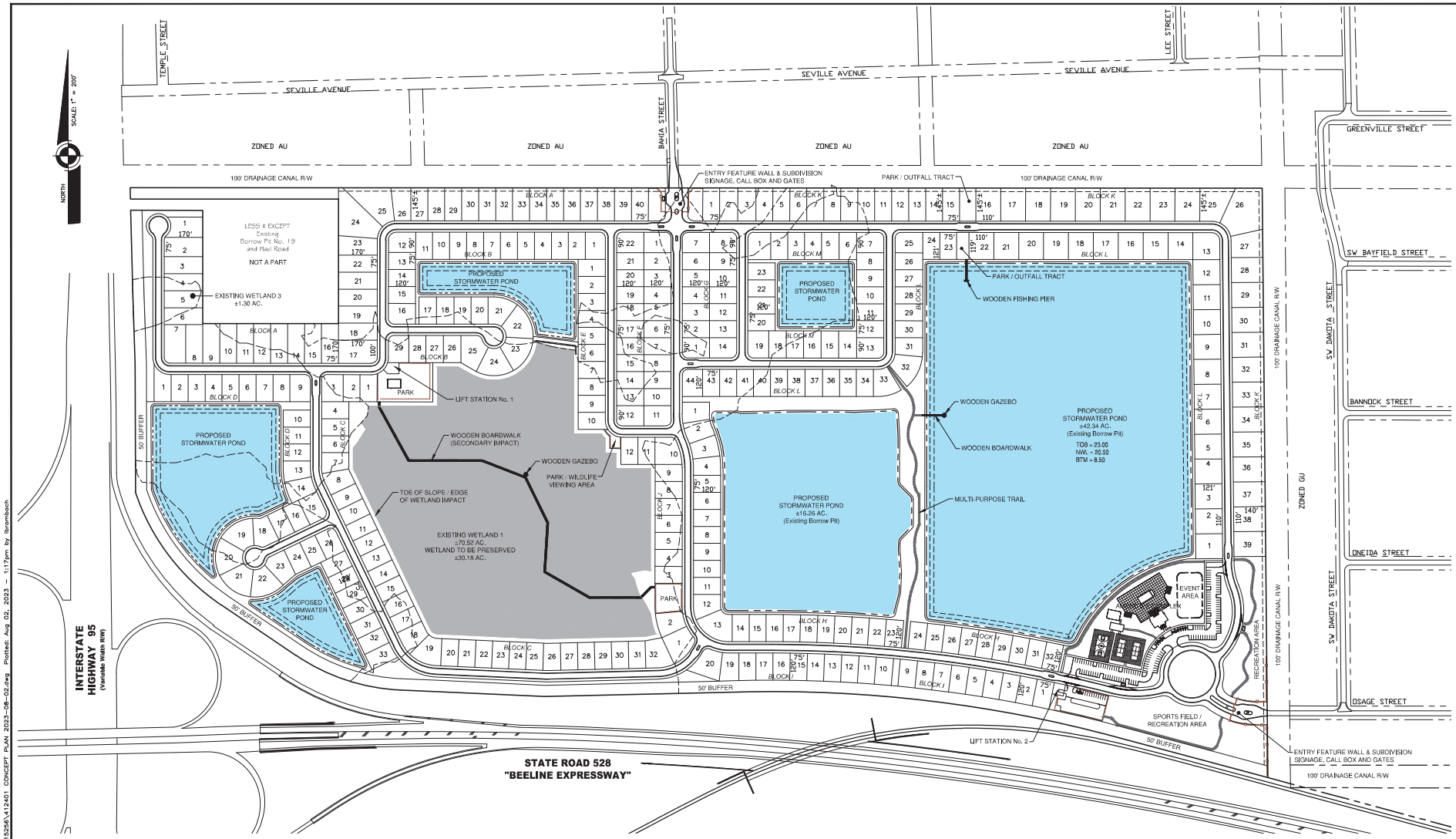
PREVIOUS ACTION:

1. August 24, 2004 - Annexation Ordinance No. 31-2004
2. August 24, 2004 - Preceding Development Agreement with Florida Space Needle
3. April 12, 2005; November 7, 2006 - Preceding Development Agreement with Berrera Shores
4. December 11, 2007 - Stipulated Settlement Agreement with County and Property Owners
5. July 10, 2019 - Settlement Implementation Agreement with Virgin Trains
6. July 26, 2022 - Settlement Implementation Agreement with Beachline Partners
7. November 14, 2023 - Approval of Utilities Easements from Mountain Cove and Brightline

RECOMMENDED MOTION:

(1) Approve on First Reading Ordinance No. 27-2023 Creating the Lakes at Cocoa Grove Community Development District; and (2) Postpone consideration and approval of the First Amendment to Settlement Implementation Agreement to the City Council Meeting to be held on December 12, 2024 at 6:00 p.m. for purposes of preserving public notice of the adoption of the proposed agreement.

EXHIBIT "B"



NOTE:
This plan is conceptual, and is subject to final design and permitting.

Lakes at Cocoa Grove CDD			
Residential Lot Type	Size	Units	Acres
Estate Lots	110' x 119' min.	46	15.67
North Perimeter Lots	75' x 145' min.	55	15.76
Regular Lot size	75' x 120' min.	249	54.65
Totals		350	86.08

WETLAND SUMMARY

On-Site Wetland Area = 71.816 ac.
Proposed Wetland Impact = 41.634 ac.
Wetland to be Preserved = 30.182 ac.

WETLAND TO BE PRESERVED

SITE DATA

Overall Site Area = 246.43 ac.
Zoning = RU-1-7
Min. Lot Width = 75'
Min. Lot Depth = 100'
Min. Lot Area = 7,500 s.f.
Max. Building Height = 35'

LARGE LOTS = 110' x 120' MIN. = 47 LOTS
REGULAR LOTS 75' x120' MIN. = 279 LOTS
SMALL LOTS 75' x 115' MIN. = 24 LOTS

350 LOTS

CONCEPT PLAN FOR
Lakes at Cocoa Grove SUBDIVISION
CITY OF COCOA, FLORIDA

Concept Plan
COVER SHEET
EXHIBIT "B"

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

DRMP
HIGHWAYS • SURFACE WATER • PARKS • SIDEWALKS
Certificate of Authorization No. 2648
100 Parnell Street Suite A, Merritt Island, FL 32953
Phone: 321.453.0010 WWW.DRMP.COM

DRMP, Inc.

NO.	BY	DRN BY	CHK BY	APPR BY
08.02.23	LB	LB	JJG	JJG

Rotate entrance to align with ossipe

PROJECT NUMBER: 21-0569.000
SCALE: 1" = 200'
DATE: February 21, 2020
SHEET: 1

C:\Users\lbromboch\ppdata\local\temp\AcPublish_15256\412401 CONCEPT PLAN 2023-08-02.dwg Plotted: Aug 02, 2023 – 1:17pm by lbromboch

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT, AT APPROXIMATELY 246.43 ACRES, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the subject property legally described herein is subject to that certain Preceding Development Agreement by and between the City of Cocoa and Florida Space Needle, LLC., dated August 24, 2004 ("Preceding Development Agreement"); and

WHEREAS, the subject property is also subject to that certain Stipulated Settlement Agreement between Brevard County v. City of Cocoa, Case N. 05-2005-018141, which was recorded on January 9, 2008 in Official Record Book 5837, Page 2226 of Brevard County, Florida and that certain Settlement Implementation Agreement between the City of Cocoa and Virgin Trains USA Florida, LLC., dated July 10, 2019 and recorded at Official Record Book 8564, Page 2243 of Brevard County, Florida; and

WHEREAS, pursuant to Section 4.7 of the Preceding Development Agreement, the City of Cocoa and the predecessor owner of the subject property agreed that the creation of a Community Development District may be considered by the City of Cocoa upon the owner's request and may be beneficial for the future development of the property; and

WHEREAS, Mountain Cove Homes at Lakes at Cocoa Grove, LLC, the current owner of the subject property ("Petitioner"), having obtained written consent to the establishment of the District by the owners of 100 percent (100%) of the real property to be included in the District, has filed a Petition to Establish the Lakes at Cocoa Grove Community Development District ("Petition") with the City Council of the City of Cocoa, Florida ("City") pursuant to Section 190.005(2)(a) and 190.046(1)(h), *Florida Statutes*, to adopt an ordinance establishing the Lakes at Cocoa Grove Community Development District ("District") pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Petitioner is a Florida limited liability company and is authorized to conduct business in the State of Florida; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City, pursuant to Section 190.005(2)(b) and 190.046(1)(h), *Florida Statutes*; and

WHEREAS, upon consideration of the record established at that hearing, the City Council of the City of Cocoa, Florida, has considered the record of the public hearing and the statutory factors set forth in Section 190.005(2)(c) and 190.046(1)(h), *Florida Statutes*, in making its determination to grant or deny the Petition; and

WHEREAS, the City Council of the City of Cocoa, Florida has determined pursuant to the information contained within the Petition and based on an investigation conducted by the City Staff and otherwise being fully advised as to the facts and circumstances contained within the request of the District: that the statements within the Petition are true and correct; that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the City's Comprehensive Plan; that the area of land within the District is of sufficient size, is sufficiently compact and sufficiently contiguous to be developable as one functionally interrelated community; that the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; that the services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and that the area to be served by the District is amenable to separate special-district governance; and

WHEREAS, pursuant to the information as stated above, the City Council of the City of Cocoa, Florida has decided to grant the District's Petition to establish the Lakes at Cocoa Grove Community Development District; and

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described within the Petition.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA:

SECTION 1. RECITALS.

The above RECITALS are adopted as Findings of Fact in support of this

Ordinance.

SECTION 2. AUTHORITY.

This ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*.

SECTION 3. DISTRICT NAME.

There is hereby established a Community Development District situated entirely within the limits of the City of Cocoa, Florida, which District shall be known as the "Lakes at Cocoa Grove Community Development District."

SECTION 4. EXTERNAL BOUNDARIES OF THE DISTRICT.

The external boundaries of the District are described in **Exhibit A** attached hereto and incorporated by reference, the overall boundaries encompassing 246.43 acres, more or less.

SECTION 5. FUNCTIONS AND POWERS.

Upon the effective date of this Ordinance, the District will be duly and legally authorized to exist and exercise all of its powers as set forth in Section 190.012(1), *Florida Statutes*, and as otherwise provided by law. The powers and functions of the District are described in Chapter 190, *Florida Statutes*.

SECTION 6. CONSENT TO SPECIAL POWERS

Consent is hereby given to the District's Board of Supervisors to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge, or extend, equip, operate, and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and for security, and for such other utilities infrastructure authorized and agreed to with the City of Cocoa, all as authorized and described by Sections 190.012(2)(a) and (2)(d), *Florida Statutes* (2021).

SECTION 7. BOARD OF SUPERVISORS.

The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Ana Laura Robayna, Omar Mesa, Rafael Nunez, Brian Dominguez, and Alicia Quinones. All of the above-listed persons are residents of the State

of Florida and citizens of the United States of America.

SECTION 8. SEVERABILITY.

If any provision of this ordinance or the application thereof is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the illegal, invalid, or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 9. CONFLICT.

Any ordinance or part thereof, or any resolution, or part thereof, which is in conflict with this ordinance or part hereof is hereby repealed to the extent of the conflict.

SECTION 10. EFFECTIVE DATE.

The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. This Ordinance shall take effect immediately upon its filing with the Department of State.

CITY COUNCIL OF THE CITY OF COCOA, FLORIDA

By:

_____

Michael C. Blake, Mayor

ATTEST:
City Clerk of the City of Cocoa,

Florida By:

_____

Monica Arsenault, Deputy Clerk

As authorized for execution at the City Council Meeting of the City of Cocoa, Florida, on:

_____

Date

Exhibit A

Description:

A parcel of land as described in O.R. Book 8563 Page 760 of the public Records of Brevard County, Florida and lying in Section 10, Township 24 South, Range 35 East and being more particularly described as follows;

Begin at the northeast corner of said Section 10; thence S. 00°31'49" E., along the east line of the northeast corner of said Section 10, a distance of 2602.21 feet to a point lying 44.08 feet N. 00°31'49" E. of the east quarter corner of said Section 10, said point also being on the northerly right-of-way line of State Road No. 528 as shown on Section Map 70007-2508; thence N. 74°59'21" W., along said north right-of-way line, a distance of 693.63 feet to the Point-of-Curvature of a 5879.58 foot radius circular curve concave southerly; thence easterly, along the arc of said curve, through a central angle of 16°24'08" a distance of 1683.16 ft. said curve having a chord bearing of N. 83°11'25" W. and a chord distance of 1677.42 ft.; thence S. 88°36'31" W., along said northerly right-of-way line, a distance of 858.67 feet; thence N. 87°23'29" W., along said northerly right-of-way line, a distance of 638.50 feet to the Point-of-Curvature of a 900.00 foot radius circular curve concave northeasterly, said curve also being the northeasterly right-of-way line of the State Road No. 528 and I-95 interchange; thence northwest along the arc of said curve, through a central angle of 31°18'50" a distance of 491.88 feet said curve having a chord bearing of N. 71°44'04" W. and a chord distance of 485.78 feet; thence N. 56°04'39" W., along said State Road 528/I-95 right-of-way line, a distance of 398.70 feet to a non-tangent point on a 969.79 foot radius circular curve concave northeasterly; thence northwesterly, along the arc of said curve, through a central angle of 37°46'38" a distance of 639.42 feet said curve having a chord bearing of N. 37°11'20" W. and a chord distance of 627.90 feet to a point on the easterly right-of-way line of I-95 per FDOT Map Section 70220; thence N. 00°11'53" W., along said easterly right-of-way line, a distance of 566.36 feet; thence N. 01°55'04" W., along said easterly right-of-way line, a distance of 300.93 feet; thence N. 01°21'38" W., along said easterly right-of-way line, a distance of 376.15 feet to a point on the south line of a borrow pit No. 19 Haul Road; thence N. 89°58'02 E., along said south line, a distance of 318.30 feet to a point on the west line of borrow pit No. 19 per FDOT Project No. 70220-2402; thence along the west, south, east and north lines of said borrow pit, the following four courses; S. 00°01'58" W. a distance of 500.00 feet; thence S. 89°58'02" E. a distance of 600.00 feet; thence N. 00°01'58" E. a distance of 550.00 feet; thence N. 89°58'02" W. a distance of 919.51 feet to a point on the aforesaid easterly right-of-way line of I-95; thence N. 01°20'38" W., along said easterly right-of-way line, a distance of 50.01 feet to a point on the north line of the northwest ¼ of said Section 10; thence S. 89°58'02" E., along said north line, a distance of 2337.02 feet to the north quarter corner of said Section 10; thence S. 89°58'06" E., along the north line of the northeast ¼ of said Section 10, a distance of 2665.57 feet to the Point-of-Beginning.

Containing 246.43 acres more or less and being subject to any easements and/or rights-of-ways of record.

KILINSKI | VAN WYK

June 14, 2023

Via Electronic Mail
Anthony Garganese, Esq.
111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
agarganese@orlandolaw.net

Re: Petition to Establish Lakes at Cocoa Grove Community Development District

Mr. Garganese:

I am writing on behalf of the petitioner, Mountain Cove Homes at Lakes at Cocoa Grove, LLC, ("Petitioner") in support of the attached Petition to Establish the Lakes at Cocoa Grove Community Development District ("District"). The Lakes at Cocoa Grove project is located at the northeast corner of the State Road 528 and I-95 Interchange. Development of the 246 acres will take three years and when complete, the project will contain around 350 residential dwelling units. The public infrastructure for the project is expected to cost approximately $26,014,639.65.

We believe that, consistent with Section 190.002, *Florida Statutes*, a community development district ("CDD") would be the most timely, efficient, effective, responsive, and economic way to develop this community without overburdening other governments and taxpayers. Consequently, I would like to expand upon my previous letter and specifically demonstrate how the proposed District meets the statutory requirements outlined in Section 190.005, *Florida Statutes*. As you know, the factors for establishment are limited to six statutory factors:

1. **Whether all statements contained within the petition have been found to be true and correct.**

   Prior to the establishment hearing before the City Council, we will provide affidavits and testimony ("Testimony") from the Petitioner's representative, the District Engineer, and the District Financial Advisor, each of whom will certify the truth of the statements within the petition and elaborate upon the remaining five factors.

2. **Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.**

   We believe that the establishment of the District is not inconsistent with any applicable element or portion of the City of Cocoa's or the State's Comprehensive Plan. Petitioner's consultants have reviewed the applicable portions of both comprehensive plans which relate to the establishment of a CDD and have not noted any inconsistencies.

Importantly, while a CDD is a unit of special-purpose government, it does not have the authority to make zoning or development permitting decisions that are inconsistent with the comprehensive plan of a unit of general-purpose government, such as the City. The District will still be required to undergo review and approval for all permitting and construction to ensure its plans are not inconsistent with the local government comprehensive plan and land development regulations. Please note that the Testimony will provide additional detail.

3. **Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.**

The qualities of compactness, contiguity, and size relate directly to whether an area can become one functional interrelated community. Based on my experience, the acreage contemplated for inclusion within the District is sufficiently compact, contiguous and of sufficient size to maximize the successful delivery of these infrastructure improvements to these lands.

4. **Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.**

There are two alternatives to a CDD that could provide the same services and community infrastructure. First, the City of Cocoa could finance the improvements utilizing special assessments or general funds. In the alternative, the developer or a homeowner's or property owner's association ("HOA/POA") could provide the infrastructure through private financing. In evaluating these three options, it is important to consider which option can provide the best focused, effective, and efficient management and maintenance of the facilities while securing low cost, long-term public financing.

As compared to a traditional HOA or POA, a CDD is the superior long-term maintenance entity. Because of its unique design, the District:

- Will save landowners money, both when the project is first built as well as when the infrastructure is later refurbished or replaced after years of use;
- Will be a more accountable and transparent entity, due to the fact that the District is subject to Florida's Sunshine Laws and Public Records laws, and due to the District's numerous disclosure and reporting requirements;
- Will enjoy sovereign immunity protection against frivolous lawsuits;
- Will have a more stable revenue stream, due to its ability to collect assessments on the tax roll;
- Will have a relatively faster turnover to control by end-users due to its statutorily-required time-frames for elections;
- Is more likely to have access to FEMA and other emergency funding;
- Will serve as a superior long-term maintenance entity, resulting in higher, and more stable, property values.

The City clearly provides the long-term perspective and is a stable and relatively low-cost source of financing and provider of services at sustained levels. However, the City already has substantial demands that place a heavy management delivery load on its staff. The creation of a CDD allows the City to focus staff time, finances, and other resources elsewhere and does not burden the general body of taxpayers in the City with the debt associated with this growth. Said another way, growth pays for itself.

5. **Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.**

The Petitioner expects the District to finance and construct certain sanitary sewer collection systems, water distribution systems, reuse water systems, stormwater management systems, and roadway improvements. Since none of the facilities expected to be provided by the District presently exist, there will be no overlap or incompatibility with the capacity and uses of existing local or regional services and facilities.

6. **Whether the area that will be served by the district is amenable to separate special-district government.**

Based on my experience, the configuration of this District is not unlike other successful CDDs in Florida. The District encompasses approximately 246 acres, which is large enough to support its own community. Additionally, the land area is well suited to the provision of the proposed services and facilities.

We believe the establishment of a CDD is logical for this project. To facilitate the establishment process, the Petitioner has offered to fund the costs associated with City staff's review of the petition and the advertisement of the public hearing. I am also attaching draft forms of an establishment ordinance and notice of public hearing and welcome your input and thoughts on the attachments. If you have any questions or concerns, please do not hesitate to contact me at (850) 508-2335 or jennifer@cddlawyers.com. I look forward to working with you and appreciate your attention to this matter.

Sincerely,

/s/ *Jennifer Kilinski*

Jennifer Kilinski
Kilinski Van Wyk, PLLC

Enclosures

PETITION TO ESTABLISH LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT

Submitted by:
Kilinski | Van Wyk PLLC
Jennifer L. Kilinski
Florida Bar No. 69367
Jennifer@cddlawyers.com
Meredith Hammock
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2016 Delta Boulevard, Suite 101
Tallahassee, FL 32303
(850) 508-2335 (telephone)
Attorneys for Petitioner

BEFORE THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA
PETITION TO ESTABLISH THE LAKES AT COCOA GROVE
COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Mountain Cove Homes at Lakes at Cocoa Grove, LLC, a Florida limited liability company authorized to transact business in the state of Florida (hereafter "Petitioner"), hereby petitions the City Council of the City of Cocoa pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, to establish a community development district (hereafter "District") with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Cocoa, Florida. **Exhibit 1** depicts the general location of the project. The proposed District covers approximately 246.43 acres of land. The site is generally located north of State Road 528 and State Road 9 Interchange (I-95). The metes and bounds description of the proposed external boundaries of the District is set forth in **Exhibit 2.**

2. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the boundaries of the proposed District, in accordance with Section 190.005, *Florida Statutes*. Documentation of this consent is contained in **Exhibit 3.**

3. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Ana Laura Robayna
Address: 4872 SW 74th Ct.
Miami, Florida 33155

Name: Omar Mesa
Address: 4872 SW 74th Ct.
Miami, Florida 33155

Name: Rafael Nunez
Address: 4872 SW 74th Ct.
Miami, Florida 33155

Name: Brian Dominguez
Address: 4872 SW 74th Ct.
Miami, Florida 33155

Name: Alicia Quinones
Address: 4872 SW 74th Ct.
Miami, Florida 33155

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

4. Name. The proposed name of the District is the Lakes at Cocoa Grove Community Development District.

5. Future Land Uses. The general distribution, location, and extent of the public and private future land uses proposed for the District, in accordance with the future land use plan element of the City's Future Land Use Plan, is identified in **Composite Exhibit 4**, which also includes a map of the master development plan. The proposed land uses for lands contained within the proposed District are consistent with the approved City of Cocoa Future Land Use Plan.

6. Major Water and Wastewater Facilities. **Exhibit 5** shows the existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

7. District Facilities and Services. **Exhibit 6** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and/or install, as well as the anticipated entity responsible for ownership and maintenance. In the event the District is unable or unwilling to continue as the owner and entity responsible for the

maintenance of the facilities described in Exhibit 6, a property owners' association will assume such rights and obligations. The estimated costs of constructing the infrastructure serving land within the proposed District are identified in **Exhibit 7**. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the District in one or more phases over an estimated two (2) year period from 2023 through 2025. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. Authorized Agent. The Petitioner is authorized to do business in Florida. **Exhibit 9** identifies the authorized agent for the Petitioner. Copies of all correspondence and official notices should be sent to:

Jennifer Kilinski, Esq.
Meredith Hammock, Esq.
Jennifer@cddlawyers.com
Meredith@cddlawyers.com
Kilinski | Van Wyk, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

11. This petition to establish the Lakes at Cocoa Grove Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan, Brevard County or the City of Cocoa Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City of Cocoa from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City of Cocoa, Florida, City Council to:

a. Schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes*;

b. Grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*; and

c. Consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreation, cultural, and educational uses and for security, including, but not limited to walls, fences and electronic intrusion detection all as authorized and described by Section 190.012(2)(a) and (d), *Florida Statutes*; and

d. Grant such other relief as may be necessary or appropriate.

RESPECTFULLY SUBMITTED, this 14th day of June 2023.

Kilinski | Van Wyk PLLC

BY: /s/ Jennifer L. Kilinski
Jennifer L. Kilinski
Florida Bar No. 69367
Meredith Hammock
Florida Bar No. 119975
2016 Delta Boulevard, Suite 101
Tallahassee, FL 32303
(850) 508-2335 (telephone)
Attorney for Petitioner

PETITION FOR ESTABLISHMENT OF THE
LAKES AT COCOA GROVE
COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

Petition to Establish the Lakes at Cocoa Grove Community Development District

Exhibit 1	Location Map
Exhibit 2	Legal Description of the District
Exhibit 3	Landowner's Consent
Exhibit 4	Future Land Use Map
Exhibit 5	Maps of the District showing Existing and Proposed Utilities
Exhibit 6	Proposed Facilities and Services
Exhibit 7	Estimated Costs and Timetable
Exhibit 8	Statement of Estimated Regulatory Costs
Exhibit 9	Authorization of Agent

Exhibit 1
Location Map

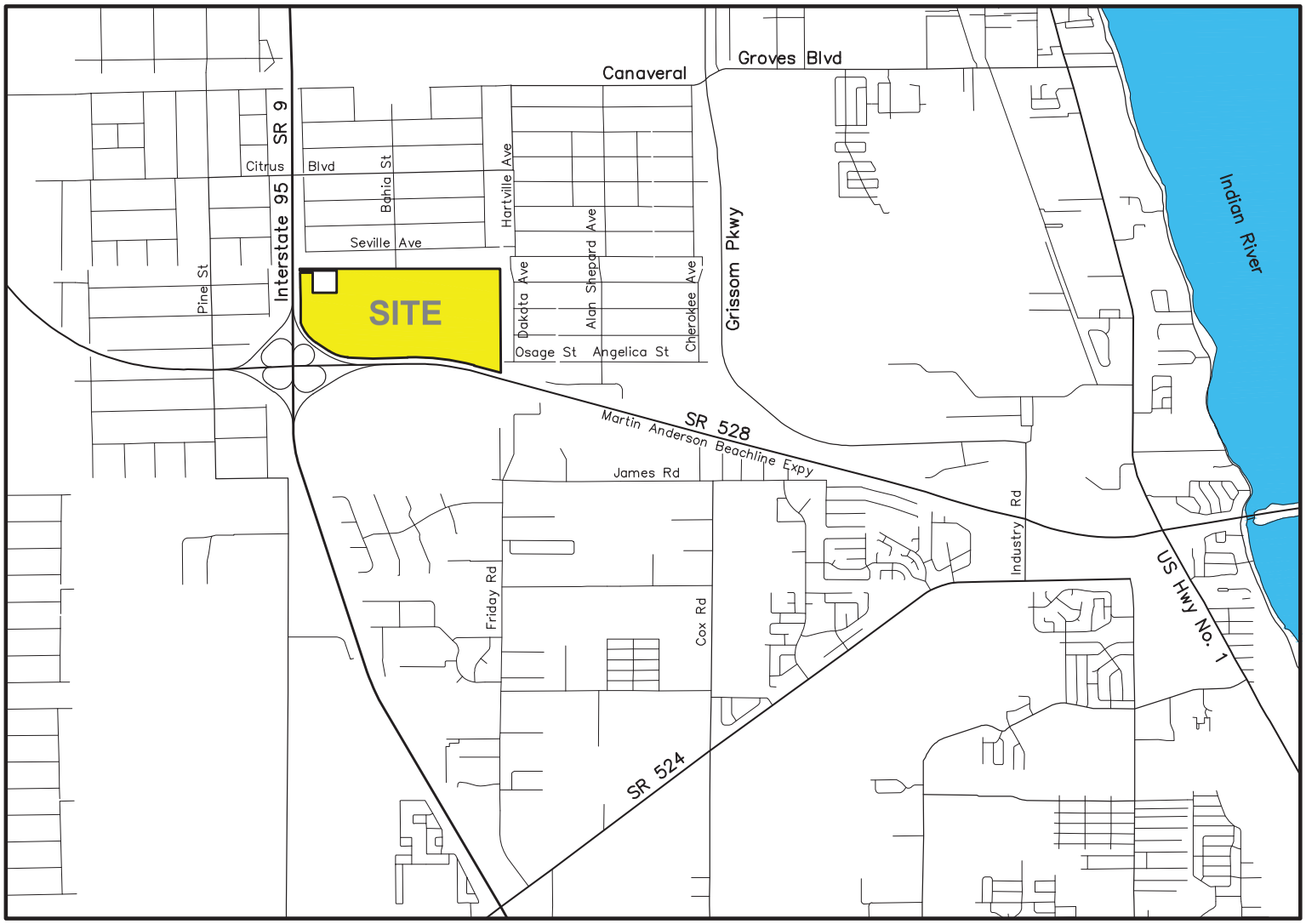
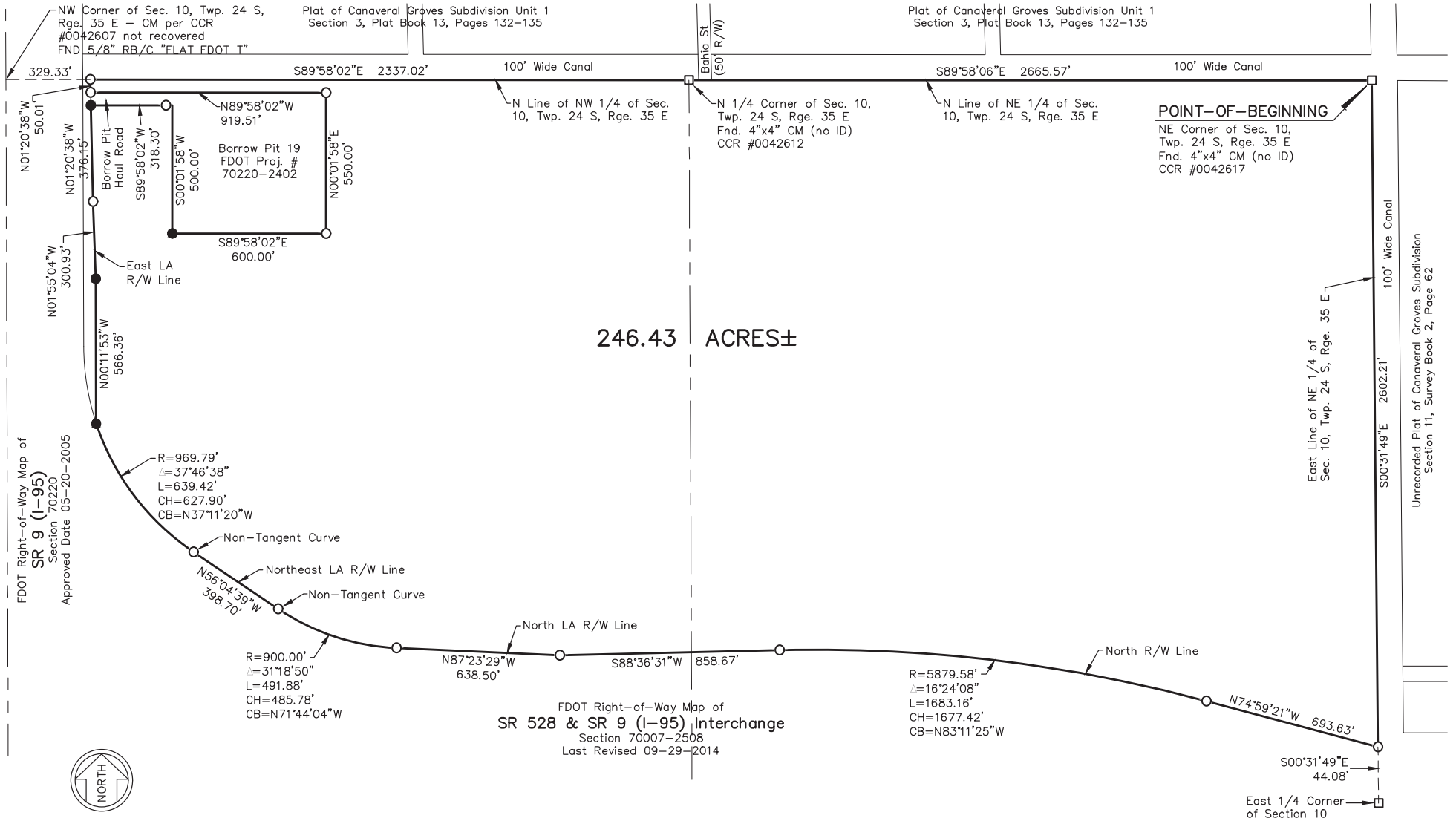


EXHIBIT 1

LOCATION MAP

DRMP Project #21–0569.000 March 2023

Exhibit 2
Legal Description



Notes:

1. See page 2 of 2 for description and notes.

EXHIBIT 2 (PAGE 1 OF 2)

METES & BOUNDS SKETCH

DRMP Project #21–0569.000 March 2023

Description:

A parcel of land as described in O.R. Book 8563 Page 760 of the public Records of Brevard County, Florida and lying in Section 10, Township 24 South, Range 35 East and being more particularly described as follows;

Begin at the northeast corner of said Section 10; thence S. 00°31'49" E., along the east line of the northeast corner of said Section 10, a distance of 2602.21 feet to a point lying 44.08 feet N. 00°31'49" E. of the east quarter corner of said Section 10, said point also being on the northerly right-of-way line of State Road No. 528 as shown on Section Map 70007-2508; thence N. 74°59'21" W., along said north right-of-way line, a distance of 693.63 feet to the Point-of-Curvature of a 5879.58 foot radius circular curve concave southerly; thence easterly, along the arc of said curve, through a central angle of 16°24'08" a distance of 1683.16 ft. said curve having a chord bearing of N. 83°11'25" W. and a chord distance of 1677.42 ft.; thence S. 88°36'31" W., along said northerly right-of-way line, a distance of 858.67 feet; thence N. 87°23'29" W., along said northerly right-of-way line, a distance of 638.50 feet to the Point-of-Curvature of a 900.00 foot radius circular curve concave northeasterly, said curve also being the northeasterly right-of-way line of the State Road No. 528 and I-95 interchange; thence northwest along the arc of said curve, through a central angle of 31°18'50" a distance of 491.88 feet said curve having a chord bearing of N. 71°44'04" W. and a chord distance of 485.78 feet; thence N. 56°04'39" W., along said State Road 528/I-95 right-of-way line, a distance of 398.70 feet to a non-tangent point on a 969.79 foot radius circular curve concave northeasterly; thence northwesterly, along the arc of said curve, through a central angle of 37°46'38" a distance of 639.42 feet said curve having a chord bearing of N. 37°11'20" W. and a chord distance of 627.90 feet to a point on the easterly right-of-way line of I-95 per FDOT Map Section 70220; thence N. 00°11'53" W., along said easterly right-of-way line, a distance of 566.36 feet; thence N. 01°55'04" W., along said easterly right-of-way line, a distance of 300.93 feet; thence N. 01°21'38" W., along said easterly right-of-way line, a distance of 376.15 feet to a point on the south line of a borrow pit No. 19 Haul Road; thence N. 89°58'02 E., along said south line, a distance of 318.30 feet to a point on the west line of borrow pit No. 19 per FDOT Project No. 70220-2402; thence along the west, south, east and north lines of said borrow pit, the following four courses; S. 00°01'58" W. a distance of 500.00 feet; thence S. 89°58'02" E. a distance of 600.00 feet; thence N. 00°01'58" E. a distance of 550.00 feet; thence N. 89°58'02" W. a distance of 919.51 feet to a point on the aforesaid easterly right-of-way line of I-95; thence N. 01°20'38" W., along said easterly right-of-way line, a distance of 50.01 feet to a point on the north line of the northwest ¼ of said Section 10; thence S. 89°58'02" E., along said north line, a distance of 2337.02 feet to the north quarter corner of said Section 10; thence S. 89°58'06" E., along the north line of the northeast ¼ of said Section 10, a distance of 2665.57 feet to the Point-of-Beginning.

Containing 246.43 acres more or less and being subject to any easements and/or rights-of-ways of record.

Notes:

1. This is not a boundary survey.
2. Bearings based on state plane coordinates.
3. See page 1 of 2 for sketch.

EXHIBIT 2 (PAGE 2 OF 2)
METES & BOUNDS SKETCH
DRMP Project #21–0569.000 March 2023

Exhibit 3
Landowner's Consent

This space reserved for use by
the Clerk of the Circuit Court

This instrument was prepared by and
upon recording should be returned to:

KE LAW GROUP, PLLC
2800 S. Adams Street
Tallahassee, Florida 32301-6386

CONSENT OF LANDOWNER TO CDD ESTABLISHMENT

The undersigned hereby represents that he/she is the 100% fee simple owner of the property more fully described in **Exhibit A** attached hereto and made a part hereof ("**Property**"), or, alternatively, represents that he/she has authority to bind **Mountain Cove Homes at Lakes at Cocoa Grove, LLC,** a Florida limited liability company, as the 100% fee simple owner of the Property with respect to the matters set forth herein (in either case, "**Landowner**").

The Landowner understands and acknowledges that a petition to establish a community development district ("**CDD**") is intended to be submitted in accordance with the provisions of Chapter 190, *Florida Statutes*. As the owner of lands which are intended to be included in the CDD, the Landowner understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the petitioner is required to include the written consent of one hundred percent (100%) of the owners of the lands to be included in the CDD.

The Landowner hereby consents to the inclusion of the Property as a part of the CDD. The Landowner agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the CDD establishment. The Landowner further agrees to the recording of this document, which shall be deemed to run with the Property and be binding upon all successors in interest.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the Landowner.

[*signatures on following page*]

This Consent of Landowner to CDD Establishment, as detailed more fully on the preceding page, is executed this 3 day of August, 2021.

Witnessed:

Print Name: Mark Cabrales

Print Name: Rosalba Cubria.

MOUNTAIN COVE HOMES AT LAKES AT COCOA GROVE, LLC

By: Victor F Solorzano

Its: Manager

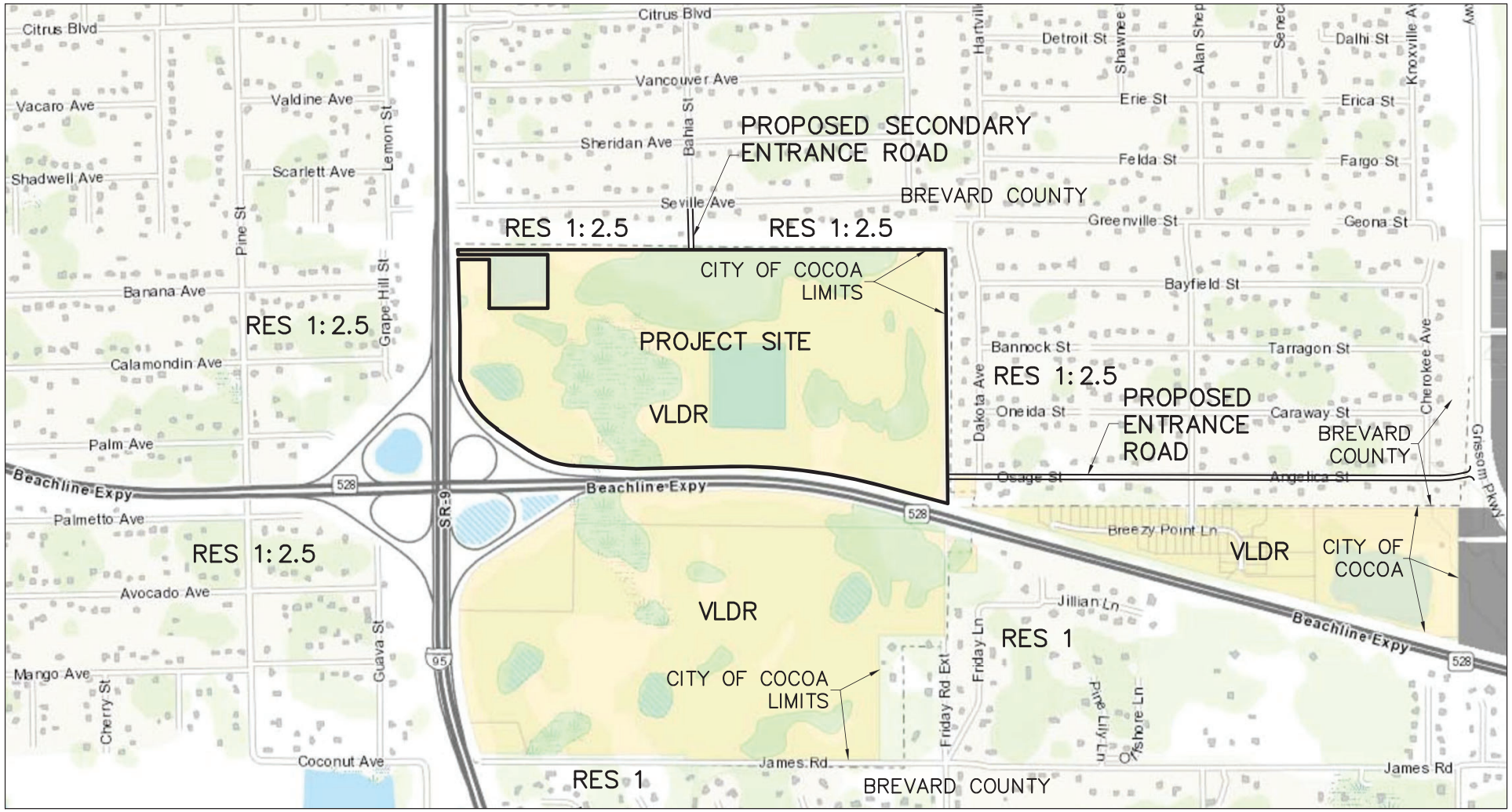
STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of August, 2021, by Victor F. Solorzano, as Manager of Mountain Cove Homes at Lakes at Cocoa Grove, LLC, on its behalf. He/She [X] is personally known to me or [___] produced _____ as identification.

Notary Public, State of Florida

Alicia E. Quinones
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG169747
Expires 2/5/2022

Exhibit 4
Future Land Use Map



NORTH

0' 500' 1000'

1" = 1000'

LEGEND:

VLDR	Very Low Density Residential
RES 1:2.5	Residential 1 unit/2.5 acres
RES 1	Residential 1 unit/1 acre

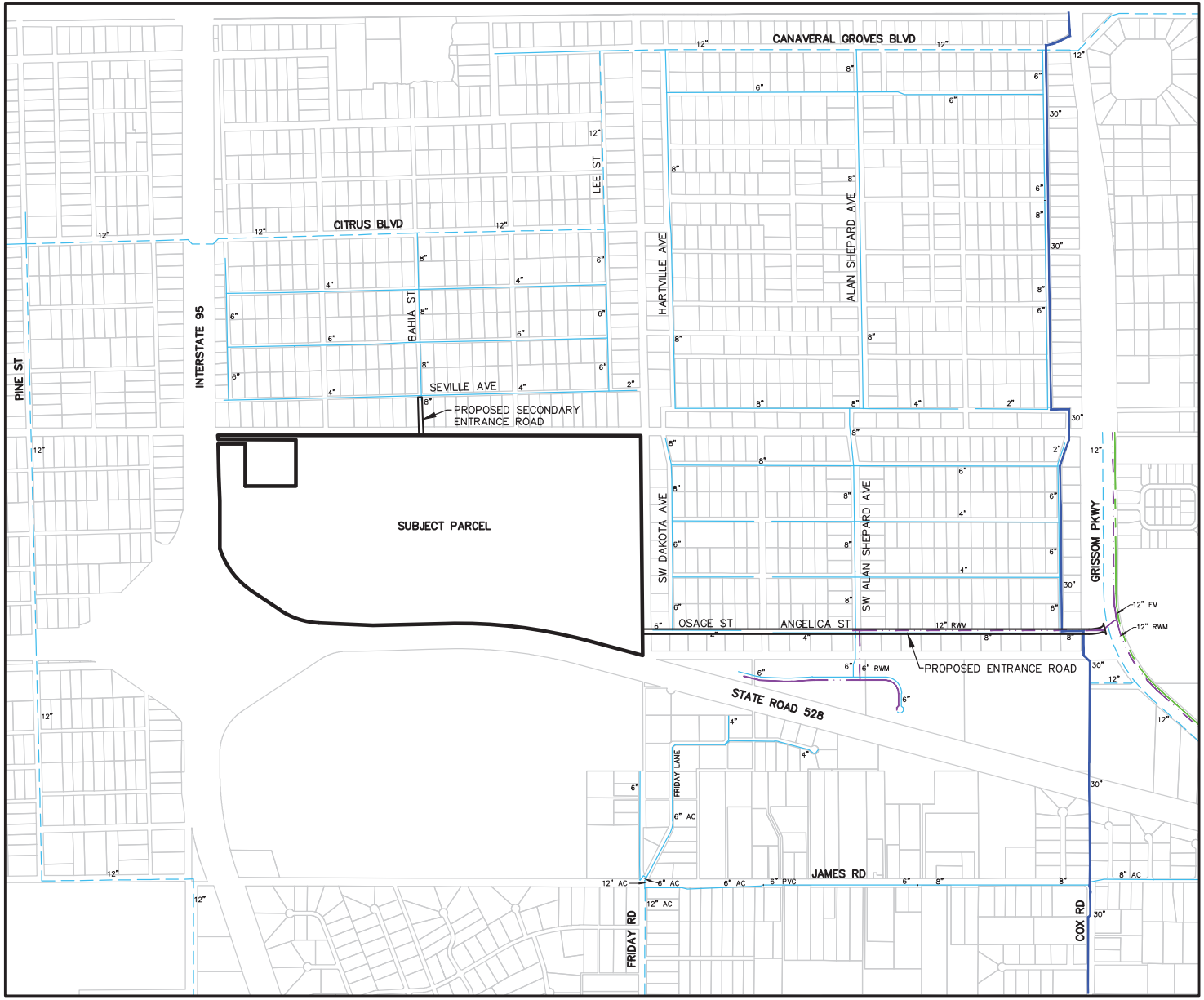
EXHIBIT 4

Future Land Use Map

DRMP Project #21-0569.000 March 2023

Exhibit 5

Maps of the District showing Existing and Proposed Utilities



NOTES:
1. Location of all existing utilities shown is approximate only, and was provided by City of Cocoa Utilities Dept.
2. All pipe material is PVC, unless denoted otherwise.

NORTH

0' 600' 1200'

1" = 1200'

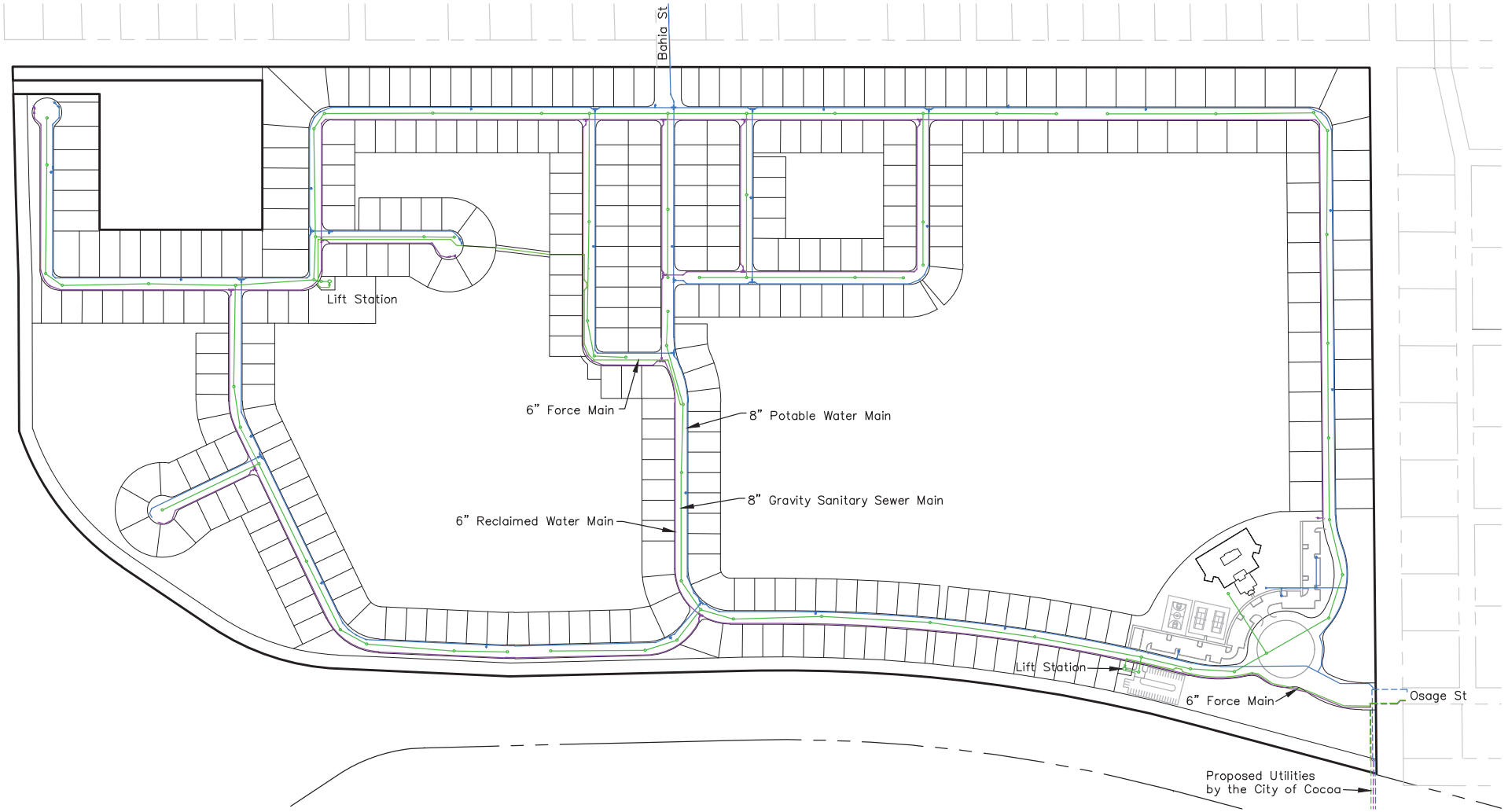
LEGEND

- 8" — Water main & size
- 12" — 12" Water main
- 30" — 30" Concrete water main
- 12" RWM — Reclaimed water main
- 12" FM — Force main

EXHIBIT 5 (PAGE 1 OF 3)

EXISTING UTILITIES PLAN

DRMP Project #21–0569.000 March 2023



NORTH

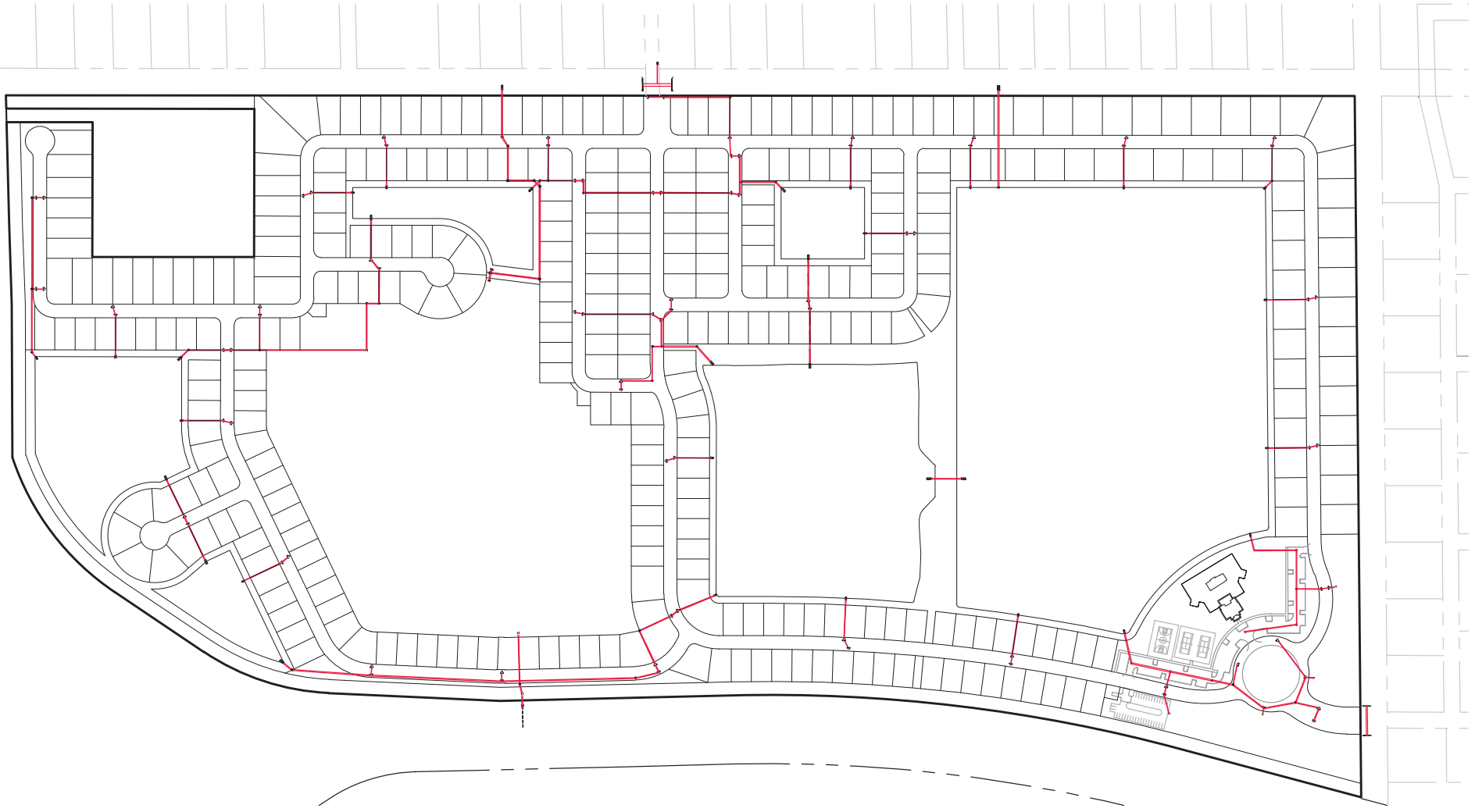
0' 180' 360'

1" = 360'

EXHIBIT 5 (PAGE 2 OF 3)

PROPOSED UTILITIES PLAN

DRMP Project #21-0569.000 March 2023



NORTH

0' 180' 360'

1" = 360'

EXHIBIT 5 (PAGE 3 OF 3)

PROPOSED DRAINAGE PLAN

DRMP Project #21-0569.000 March 2023

Exhibit 6
Proposed Facilities and Services

Exhibit 6
Lakes at Cocoa Grove Community Development District
Summary of Proposed District Facilities

District Infrastructure	Construction	Ownership	Capital Financing*	Operation and Maintenance
Offsite Improvements – Connector Road, Associated Drainage Improvements, Intersection Improvements and Landscaping	District	City of Cocoa/Brevard County	District Bonds	City of Cocoa/Brevard County
Wetlands Environmental Mitigation	District	District	District Bonds	District
Utilities and Sanitary Sewer System	District	City of Cocoa	District Bonds	City of Cocoa
Street Curb/Gutter/Stormwater/Storm Drains	District	District	District Bonds	District
Water Distribution System	District	City of Cocoa	District Bonds	District
Landscape/Perimeter Buffer	District	District	District Bonds	District

*Costs not funded by bonds will be funded by the developer.

Exhibit 7
Estimated Costs and Timetable

COMPOSITE EXHIBIT 7
SUMMARY OF ESTIMATED COSTS

LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT

CATEGORY	COST
Engineering - Fee allowance	$595,000.00
Wetlands Environmental Mitigation	$1,943,605.00
Street Curb & Gutter, Subgrade and Base[1]	$2,474,360.75
Utilities and Sanitary Sewer System	$5,723,715.00
Storm Drains	$5,816,825.00
Water Distribution System (Potable Water)	$2,493,688.73
Landscaping - Perimeter Buffer	$600,000.00
Connector Road: Osage / Angelica[2]	$2,100,000.00
Roadway Drainage Improvements: Osage / Angelica	$535,305.00
Connector Road Miscellaneous (mailbox relocation, ROW restoration)	$225,000.00
Intersection Improvement @ Grissom - Allowance	$500,000.00
Landscaping - Allowance	$60,000.00
Contingency	$4,613,499.90
Total	**$27,680,999.38**

General Notes:

1) These cost estimates are preliminary and subject to final design and permitting.

2) These cost estimates do not include the costs for permitting fees, irrigation, and the testing of water and sewer pipes.

3) These cost estimates do not include costs for the installation of water and sewer connector pipes along Osage Angelica

4) The above pricing is based on Civil Engineering Drawings by DRMP dated 9/8/2022 (REV2).
Engineering Drawings are pending final approval from the City of Cocoa.

5) The HOA will be responsible for the maintenance of the asphalt on the on-site subdivision roadways.

6) The Reuse Water System is to be replaced with an Irrigation System at the recommendation of the SJRWMD to use a Storm Water Harvesting System. This is not included in the CDD improvement costs.
Note: (The Storm Harvesting System has not yet been approved by The City of Cocoa)

7) Due to the volatile nature of the market, the cost of material and fuel cannot be guaranteed.

8) On-Site lighting is not included in the CDD improvement costs.

[1] The HOA will be responsible for the maintenance of the asphalt on all on-site roadways. Cost includes for Curb and Gutter, Subbase and Grade.

[2] The City will be installing the Water and Sewer Mains along the Connector Road to the Site. (Osage / Angelica)

Exhibit 8

Statement of Estimated Regulatory Costs

Lakes at Cocoa Groves
COMMUNITY DEVELOPMENT DISTRICT

Statement
of
Estimated Regulatory Costs

June 9, 2023



Provided by

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Lakes at Cocoa Groves Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 246.43 +/- acres of land located within the City of Cocoa, Florida (the "City") and is projected to contain approximately 350 residential dwelling units, which will make up the Lakes at Cocoa Groves development. The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

> "*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.2 Overview of the Lakes at Cocoa Groves Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 350 residential dwelling units, all within the boundaries of the District. Tables 1 and 2 under Section 5.0 detail the anticipated improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Lakes at Cocoa Groves.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:
1. Is likely to have an adverse impact on economic growth, private sector job creation or employment,

or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Cocoa, according to the Census 2020, has a population of 19,041; therefore, it is not defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 246.43 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 550 residential dwelling units the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will

lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the City by virtue that the District will be one of many already existing similar districts within the State and also one of a many already existing similar districts in the City. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance

and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) the City of Cocoa and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Cocoa

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 246.43 +/- acre master planned residential development currently anticipated to contain a total of approximately 350 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,225 +/- and all of these residents as well as the residential and non-residential landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the City of Cocoa. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Cocoa, Florida

The proposed land for the District is located within the City of Cocoa, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review

the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately $27,680,999.38. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

LAKES AT COCOA GROVES COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services

FACILITY	FUNDED	OWNED BY	MAINTAINED BY
Offsite Improvements – Connector Road, Associated Drainage Improvements, Intersection Improvements and Landscaping	CDD	City of Cocoa/Brevard County	City of Cocoa/Brevard County
Wetlands Environmental Mitigation	CDD	CDD	CDD
Utilities and Sanitary Sewer System	CDD	City of Cocoa	City of Cocoa
Street Curb/Gutter/Stormwater/Storm Drains	CDD	CDD	CDD
Water Distribution System	CDD	City of Cocoa	CDD
Landscape/Perimeter Buffer	CDD	CDD	CDD

Table 2

LAKES AT COCOA GROVES COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction

CATEGORY	COST
Engineering - Fee allowance	$595,000.00
Wetlands Environmental Mitigation	$1,943,605.00
Street Curb & Gutter, Subgrade and Base	$2,474,360.75
Utilities and Sanitary Sewer System	$5,723,715.00
Storm Drains	$5,816,825.00
Water Distribution System (Potable Water)	$2,493,688.73
Landscaping - Perimeter Buffer	$600,000.00
Connector Road: Osage / Angelica	$2,100,000.00
Roadway Drainage Improvements: Osage / Angelica	$535,305.00
Connector Road Miscellaneous (mailbox relocation, ROW restoration)	$225,000.00
Intersection Improvement @ Grissom - Allowance	$500,000.00
Landscaping - Allowance	$60,000.00
Contingency	$4,613,499.90
Total	**$27,680,999.38**

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special

districts, City or its dependent districts, or City management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

City of Cocoa has a population of 19,041 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" City according to Section 120.52, F.S. It can be reasonably expected that the establishment of community development district for the Lakes at Cocoa Groves development will not produce any marginal effects that would be different from those that would have occurred if the Lakes at Cocoa Groves development was developed without a community development district established for it by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Lakes at Cocoa Groves Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Lakes at Cocoa Groves development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Lakes at Cocoa Groves development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District, then the residents and landowners of the Lakes at Cocoa Groves development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is

superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Lakes at Cocoa Groves Community DevelopmentDistrict.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 3o days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the county after financing

Exhibit 9
Authorization of Agent

Authorization of Agent

This letter shall serve as a designation of Jennifer Kilinski, Esq., with an address c/o Kilinski | Van Wyk PLLC, 2016 Delta Boulevard, Suite 101, Tallahassee, Florida 32303, to act as agent for Mountain Cove Homes at Lakes at Cocoa Grove, LLC, with regard to any and all matters pertaining to the petition to the City of Cocoa, Florida to establish a proposed community development district pursuant to Chapter 190, *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

MOUNTAIN COVE HOMES AT LAKES AT COCOA GROVE, LLC

DATE: 3/23/2023

By: Victor F. Solorzano

Its: Manager

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23 day of March, 2023, by Victor F. Solorzano as Manager of Mountain Cove Homes at Lakes at Cocoa Grove, LLC, on behalf of the corporation.

ALICIA E. QUINONES
Notary Public
State of Florida
Comm# HH193748
Expires 2/5/2026

(Official Notary Signature & Seal)

Name: Alicia E. Quinones

Personally Known X

OR Produced Identification _____

Type of Identification _____

BEFORE THE CITY COUNCIL OF THE
CITY OF COCOA, FLORIDA

IN RE:	PETITION TO ESTABLISH LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT	)))

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF Palm Beach

I, Craig Wrathell, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Craig Wrathell and I am the co-owner of Wrathell, Hunt & Associates, LLC.

3. The prepared written, pre-filed testimony consisting of twelve (12) pages, submitted under my name to the City Council of the City of Cocoa, Florida relating to the Petition to Establish Lakes at Cocoa Grove Community Development District and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the Lakes at Cocoa Grove Community Development District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience, and qualifications concerning my work as a special district manager and financial advisor are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various managerial and operational aspects related to the Petition to Establish Lakes at Cocoa Grove Community Development District.

7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 15th day of November, 2023.

Craig Wrathell

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th of November, 2023, by Craig Wrathell, who is personally known to me or who has produced _____ as identification.

DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

Daphne Gillyard
(Official Notary Signature & Seal)

Name: Daphne Gillyard
Personally Known ✓
OR Produced Identification _____
Type of Identification _____

TESTIMONY OF CRAIG WRATHELL FOR ESTABLISHMENT OF LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Craig Wrathell. My business address is 2300 Glades Road, Suite 410-W, Boca Raton, Florida 33431.

2. By whom are you employed and in what capacity?

I am a Managing Member of Wrathell, Hunt and Associates, LLC.

3. What is the nature of your firm's business?

Wrathell, Hunt and Associates, LLC, is a management and financial consulting firm. The firm provides four (4) types of general services to its clients:

(1) Management and Financial Accounting Services for Community Development Districts (CDDs)
(2) Economic studies including Statement of Estimated Regulatory Costs
(3) Long Term Strategic Planning for clients
(4) Preparation of Special Assessment Methodologies

4. Do you work with both public and private sector clients?

Yes. I work with a number of public sector clients that include community development districts ("CDD") across the state. I also work with private companies as well.

5. Prior to your current employment, by whom were you employed and what were your responsibilities in those positions?

Prior to the creation of Wrathell, Hunt and Associates, LLC in January 2005, I worked for Severn Trent Services for over six years and Special District Services for approximately a year. During my 26-year professional career, I have managed community development districts, stewardship districts, special act districts and other forms of special districts as well as served as the first City Manager for the City of Marathon in the Florida Keys.

6. Please describe your educational background.

I received a Master of Arts degree in International Studies, from the University of Miami, in 1997. I earned a Bachelor of Arts degree in Political Science from Florida Atlantic University in 1995.

7. Please describe your work with community development districts in Florida.

I currently serve as District Manager for over 20 CDDs, while managing an office responsible for over 180 CDDs and special districts.

I have served as District Manager for over 150 Community Development and Special Act Districts throughout the State of Florida, developing and administered budgets, totaling over $250 million in annual revenues, to fund administrative, operational and maintenance needs, water and wastewater utility operations, and debt service obligations. I also administered the issuance of over $1.2 billion in tax exempt municipal bonds for community improvements.

My company serves as the Assessment Methodology Consultant to the CDDs serviced by my personnel. Accordingly, I generally am a primary point of contact for the CDD with respect to all issues related to CDD finance and assessments, which is a process that begins at the establishment phase, and continues through the issuance of bonds, and collection of assessment revenues from landowners. As such, I engage in tasks which include, but are not limited to, personally preparing Statements of Estimated Regulatory Costs, and consulting on the bond financing process and related assessments.

8. Are any of these community development districts that you have worked with about the same size as the proposed District in the City of Cocoa, Florida (the "City")?

Yes.

9. What has been your role with respect to the proposed District establishment proceeding?

I serve as a financial, economic, and management consultant relating to the establishment of the proposed District. Specifically, my firm prepared Exhibit 8, the Statement of Estimated Regulatory Costs ("SERC"), of the Petition to Establish the Proposed District ("Petition").

DISTRICT MANAGEMENT

10. At this point, I will ask you to address certain matters that are related to community development district management. Please describe the general manner in which a community development district actually operates.

Community development districts are governed by a five-member board of supervisors. These board members are initially appointed by the establishment entity in its ordinance. Within 90 days of the establishment of the district, a new board is elected by the landowners in the district. The Board is the governing body of the district. The Board employs a district manager, who supervises the district's services, facilities, and administrative functions. The Board annually considers and, after public notice and hearing, adopts a budget. The district submits a copy of the proposed budget to the applicable local general-purpose government for review and for optional comment prior to its adoption each year.

11. Are there requirements, such as the open meetings and public records laws, imposed upon community development districts in order to safeguard the public that are similar to those imposed upon other general-purpose local governments?

Yes, there are.

12. Please describe these requirements and safeguards.

First, it is important to note that the establishment of a CDD does not change any requirements for local general-purpose governmental approval of construction within the district. Any land development requirements and all state and local development regulations still apply.

Second, members of a CDD Board of Supervisors must be residents of Florida and citizens of the United States. After the Board shifts to being elected by the resident electors of the CDD, the Supervisors must also be residents and electors of the CDD. Supervisors must annually file the same financial disclosure forms required by other local officials. All meetings of the CDD Board of Supervisors are open to the public and are subject to the government in the sunshine requirements of Chapter 286, Florida Statutes. Furthermore, a CDD's records must be open for public inspection in accordance with the Florida law governing public records.

Next, the District must provide financial reports to the state in the same form and manner as is required of all other political subdivisions. The District is annually audited by an independent certified public accountant. As I said before, the District budget is adopted annually by the board after a public hearing. All rates, fees, and charges imposed by the District must be adopted pursuant to Chapter 120, Florida Statutes.

Finally, to impose special or non-ad valorem assessments under Chapter 170, 190 and 197, Florida Statutes, a CDD must provide published and mailed notice to those who are assessed providing them opportunity to appear before the Board of Supervisors and have an opportunity to comment on the advisability of the assessments. That assessment process entails preparation of an assessment methodology that fairly and equitably allocates the cost of the CDD's projects.

13. Please describe in general terms how a CDD operates financially, both on a day-to-day and a long-term basis.

In the early stages, particularly when a CDD is first formed, the CDD's operating funds may be funded by a "Funding Agreement" between the CDD and the landowner/developer in lieu of assessments that the CDD might have imposed on property within the CDD.

In order to provide long term financing of capital projects, CDDs often issue bonds. All bonds issued by CDDs must be secured by a trust agreement, and any bond maturing over a period of more than five years must be validated and confirmed by court decree pursuant to Chapter 75, Florida Statutes. A CDD may borrow funds on a long or short-term basis.

Debt may be retired by the District through non ad valorem or special assessments imposed on benefited properties, or rates, fees, and charges imposed on users of district facilities and services. By law, debt of the District cannot become debt of any other government (city, county or state), without that government's consent.

14. What alternatives, other than community development districts, are you familiar with that might be available to provide community infrastructure for the lands within the proposed District?

In my opinion there are two alternatives that might provide community infrastructure such as the roads, utilities, drainage, recreation and other improvements contemplated for the proposed district. First, the general-purpose local government could finance the improvements utilizing special assessments and/or general funds. Alternatively, the developer could provide infrastructure through private means, including private financing if available. As discussed later in my testimony, neither of these alternatives is preferable to use of the CDD concept.

15. Do you have an opinion, as someone experienced in district management and operations, as to whether the proposed District is the best available alternative for delivering community services and facilities to the areas that will be served by the District?

Yes. For this project, the proposed District is the best alternative available for delivering the proposed services and facilities to the area that will be served. These improvements include, but are not limited to, sanitary sewer collection, water distribution, reuse water, stormwater management system, landscaping, roadways, and other public improvements.

16. What is the basis for your opinion?

Looking at the alternatives, the City could finance and manage the improvements utilizing special assessments or general funds. The developer and/or a property owner's association ("POA") could provide these facilities as well through private financing.

In evaluating the alternatives, it is important to consider whether the alternative can provide the best focus, can effectively and efficiently manage and maintain the facilities, and whether the alternative can secure low cost, long term public financing. The City clearly provides the long-term perspective and is a stable and relatively low-cost source of financing and provider of services at sustained levels. However, the City has substantial demands over a broad geographical area that places a heavy management delivery load on its staff. In addition, if dependent district financing were used, the City would be responsible for all administrative aspects of the dependent district. The City would have to make time and meetings available for the monthly matters pertaining to the dependent district. By using a dependent district mechanism, the City would be increasing its responsibility and hence liability for the variety of actions that will take place in the development. The City, through the dependent district, would also be the contracting party

for all construction contracts, would have to deal with bid issues, enforce performance bonds, and participate in construction arbitration or litigation if necessary. They would deal with delay claims and budget management and all the other challenges that come with being the owner in a public construction project. A CDD can be created to provide focused attention to a specific area in a cost-effective manner. It also allows the City to focus staff time, finances, and other resources elsewhere and does not burden the general body of taxpayers in the City with the debt associated with this growth.

The other alternative is the use of private means, either through a POA or through the developer, or both in combination. This combination can clearly satisfy the high demand for focused service and facilities and managed delivery. However, only a public entity can assure a long-term perspective, act as a stable provider of services and facilities, qualify as a lower cost source of financing, and pay for services at sustained levels. POAs lack the ability to effectively finance the improvements. Their ability to assure adequate funds for sustained high levels of maintenance is less than with a CDD.

Furthermore, neither the developer nor a POA would be required to conduct all actions relating to the provision of these improvements in the "sunshine" as a CDD must or abide by other public access requirements that are incumbent upon a CDD and its Board of Supervisors. Also, provision and long-term operation and maintenance of these improvements, particularly the drainage activities, by a CDD ensures that residents have guaranteed access to the body or entity making decisions about these facilities, and in fact will one day sit as the five-member board making the decisions that impact their community directly.

A CDD is an independent special purpose unit of local government designed to focus its attention on providing the best long-term service to its specifically benefited properties and residents. It has limited power and a limited area of jurisdiction. The District will be governed by its own board and managed by those whose sole purpose is to provide the district long term planning, management, and financing of these services and facilities. This long-term management capability extends to the operation and maintenance of the facilities owned by the District. Further, the sources for funding and manner of collection of funds will assure that the District facilities will be managed at the sustained levels of quality desired by residents well into the future.

17. Do you have an opinion, as someone experienced in district management and operations, as to whether the area of land to be included within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community?

Yes.

18. What is your opinion?

The proposed District has sufficient land area, and is sufficiently compact and contiguous to be developed, with the roadway, drainage, water and sewer, and other infrastructure

systems, facilities and services contemplated. The District will operate as one functionally interrelated community.

19. What is the basis for your opinion?

The size of the proposed District is approximately 246.43 acres. Based on my previous experience, the proposed District is of sufficient size, compactness, and contiguity to be developed as a functional interrelated community.

The qualities of compactness, contiguity, and size relate directly to whether an area can become one functional interrelated community. From the standpoint of the provision, management and operation of the community infrastructure expected to be provided by the District, the acres contemplated for inclusion within the District is sufficiently compact, contiguous and of sufficient size to maximize the successful delivery of these infrastructure improvements to these lands. The delivery of services and facilities to the lands within the District will not be hampered by insurmountable barriers or spatial problems. The area within the District is suitably configured to maximize the benefits available from the District services and facilities to be provided.

20. Do you have an opinion, as someone experienced in district management and operations, as to whether the area that will be served by the proposed District is amenable to separate special district government?

Yes.

21. What is your opinion?

The District is of sufficient size, compactness, and contiguity. Therefore, the area to be served by the proposed District is clearly amenable to separate special district governance. The configuration of the District is not unlike other CDDs with which I have worked over time.

22. What is the basis for your opinion?

Two criteria are needed to evaluate if a land area is amenable to separate special district government. One, does the land area have need for the facilities and services and will its owners and residents benefit from facilities that the special district could provide? Two, is the land area of sufficient size, sufficient compactness, and sufficiently contiguous to be the basis for a functional interrelated community?

Under both criteria, the proposed District is a planned community of sufficient size with a need for the facilities and improvements that are presently expected to be provided by the proposed District. As described in the petition, the proposed District will construct and maintain certain identified needed facilities and services. Other facilities and improvements will be constructed by the proposed District and ultimately owned and maintained by the City. Based on my experience, CDDs of this size are large enough to effectively provide

and manage services. From a management and operations perspective, the land area is well suited to the provision of the proposed services and facilities.

23. Do you have an opinion, as someone experienced in district management and operations, as to whether the community development services and facilities of the proposed District will be incompatible with the capacity and use of existing local and regional community development services and facilities?

Yes.

24. What is your opinion?

The proposed services and facilities of the proposed District are not incompatible with the capacity and uses of existing local or regional community development services and facilities.

25. What is the basis for your opinion?

Petitioner presently expects the proposed District to finance and construct certain sanitary sewer collection systems, water distribution systems, reuse water systems, stormwater management systems, and roadway improvements. None of the facilities expected to be provided by the District presently exist. Ultimately, a district may own and maintain certain of those improvements and the City, or other governmental entities, may own and maintain others. There will be no overlap or incompatibility because the facilities and improvements expected to be provided by the proposed District do not exist today.

ECONOMICS AND FINANCING

26. You stated earlier that you are you familiar with the Petition, and its Exhibits, filed by the Petitioner, to establish the proposed District. Are you particularly familiar with Exhibit 8 to the Petition?

Yes, Exhibit 8 is the SERC, a requirement of Chapter 190, Florida Statutes.

27. What exactly is a "SERC"?

The Statement of Estimated Regulatory Costs is actually a requirement under Section 120.541(2), *Florida Statutes*, which has been incorporated into the law on establishment of community development districts.

28. In general terms, please summarize the economic analyses presented in the SERC.

An understanding of the SERC requires the recognition of the scope of review and evaluation for the establishment of a community development district as set out in Chapter

190. Section 190.002(2)(d), *Florida Statutes*, states "[t]hat the process of establishing such a district pursuant to uniform general law [must] be fair and based only on factors material to managing and financing the service-delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant." Thus, the scope of the economic analysis included in the SERC addresses only the establishment of the proposed District, and not the planning or development of the property itself.

The economic analysis sets out the assumptions about the development within the proposed district and the anticipated infrastructure to be provided by it. The analysis addresses each of the potentially affected parties defined in Chapter 120, Florida Statutes, and evaluates the impact of the proposed district on each such group.

The proposed District is a specialized unit of local government. It is a special purpose unit of local government with a single objective: the provision of infrastructure and services for a planned new community. Its economic benefits exceed its economic cost to the Petitioner, the City, and to all subsequent purchasers and landowners of the community - in short, to all affected parties.

Once the proposed District is established, there are no direct costs to the City. While the proposed District will provide certain reports and budgets to the City for its discretionary review, there are no requirements that either incur any obligations or expense associated with its review. In addition, to the extent the proposed District utilizes the services of the Property Appraiser or Tax Collector under the provisions of Chapter 197, Florida Statutes, to collect its assessments, the proposed District must pay the costs associated with those services.

It is important to note that under Chapter 190, Florida Statutes, the debt of the proposed District cannot become the debt of the City or the State of Florida. Since the proposed District will be an independent unit of government and issue its own bonds, the proposed District will not have any effect on the bonding capacity of the City or the State of Florida.

29. Please describe briefly the data and methodology used in preparing the SERC and related analyses.

The data for the analysis came from the landowner, other experts working on the Petition, and from the Petition itself. The methodology utilized is the standard economic impact assessment.

30. From an economic and financial perspective, do you have an opinion regarding the financial viability and feasibility of the proposed District?

Yes, I do.

31. What is that opinion?

In my opinion, based on my experience with other districts, the proposed District is

expected to be financially viable and feasible.

32. Are you familiar with the State Comprehensive Plan found in Chapter 187, Florida Statutes?

Yes.

33. From an economic and financial perspective, do you have an opinion as to whether the proposed District is inconsistent with the State Comprehensive Plan from an economic perspective?

Yes.

34. What is that opinion?

It is my opinion the proposed District is not inconsistent with any applicable element or portion of the state comprehensive plan.

35. What is the basis for your opinion?

I have reviewed, from an economic and financial perspective, the State Comprehensive Plan, particularly those portions that relate to community development districts. The State of Florida Comprehensive Plan (Chapter 187, Florida Statutes) "provides long-range policy guidance for the orderly social, economic, and physical growth of the state." From an economic and financial perspective, four subjects, subjects 15, 17, 20, and 25 of the State Comprehensive Plan are relevant to the establishment of a CDD.

Subject 15, titled Land Use, recognizes the importance of locating development in areas that have the fiscal abilities and service capacity to accommodate growth. It is relevant because CDDs are designed to provide infrastructure services and facilities in a fiscally responsible manner to the areas that can accommodate development. The establishment of the District will not be inconsistent with this goal because the District will have the fiscal capability to provide the specified services and facilities within its boundaries.

Subject 17, titled Public Facilities, relates to (i) protecting investments in existing public facilities; (ii) providing financing for new facilities, (iii) allocating the costs of new public facilities on the basis of the benefits received by future residents; (iv) implementing innovative but fiscally sound techniques for financing public facilities; and (v) identifying and using stable revenue sources for financing public facilities. The establishment of the District will further these State Comprehensive Plan Goals and Policies.

Subject 20, titled Governmental Efficiency, provides that governments shall economically and efficiently provide the amount and quality of services required by the public. The proposed District will be consistent with this element because the proposed District will continue to:

(i) cooperate with other levels of Florida government;

(ii) be established under uniform general law standards as specified in Chapter 190, Florida Statutes;

(iii) be professionally managed, financed, and governed by those whose property directly receives the benefits;

(iv) not burden the general taxpayer with costs for services or facilities inside the proposed District; and

(v) plan and implement cost efficient solutions for the required public infrastructure and assure delivery of selected services to residents.

Subject 25, titled Plan Implementation, calls for systematic planning capabilities to be integrated into all levels of government throughout the state, with particular emphasis on improving intergovernmental coordination and maximizing citizen involvement. The proposed District is consistent with this element of the State Comprehensive Plan.

36. Based on your work with districts and from an economic and financial perspective, do you have an opinion as to whether the area of land that is proposed to be included within the proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developable as one functional interrelated community?

Yes.

37. What is your opinion?

Based on my previous experience, the proposed District is of sufficient size, compactness, and contiguity to be developed as a functional interrelated community.

38. What is the basis for your opinion?

The project is compact with land use typical of a planned community. The development of the land has been planned to be a functional interrelated community making the most efficient use of public funds available.

39. From a financial perspective, do you have an opinion as to whether the proposed District is the best alternative available for providing the proposed community development services and facilities to the area to be served?

Yes.

40. What is your opinion?

The proposed District is the best alternative to provide community development facilities to the area to be served. This is true for the landowners and the governmental entities for the following reasons.

From the perspective of current and future property owners within the District, the District is the best alternative for providing community facilities, infrastructure, and services. The land development envisioned for the area within the District boundaries will require substantial provision of infrastructure, facilities and services. The CDD is an alternative method to provide these necessary services. The CDD can access the tax-exempt public capital markets and thereby fund these facilities and services at a lower cost than the alternative of developer funding. Furthermore, unlike a POA, the CDD has the power to assess property and collect those assessments along with other property taxes. Therefore, a CDD can fund large capital improvement programs that a POA cannot.

With regard to the operations and maintenance of community facilities and services the CDD is also the best alternative. The CDD is preferable to a POA to future landowners for the following reasons. First, unlike a POA, the CDD collects funds for operations and maintenance directly from assessments collected along with all other property taxes, which is a more assured income stream. Unlike a POA, a CDD is a unit of local government, and it must hold its meetings in the sunshine and bid out its contracts where required by law. A CDD provides control to the landowners much sooner in time than a POA. A CDD is focused on providing the community with services, facilities, and their maintenance in a way the general-purpose government, with its competing interests and broad responsibilities, is not. This level of local control serves the best interests of property owners in the CDD.

From the perspective of the State of Florida, the City, and the water management districts, a CDD is the best alternative for providing community facilities and their operations and maintenance for a variety of reasons. First, as noted above, compared to a POA the CDD is a more powerful and more responsive organization for providing and maintaining infrastructure and services. Second, without a CDD the City may have to assume greater responsibility for construction, operations, and maintenance of community facilities and services. Even if the City formed a dependent district to provide community facilities and services to the area to be served by the CDD, and charged appropriately for these services, the City would be enmeshed in the responsibilities and in the management of those facilities. Furthermore, without a CDD the City cannot be assured that only residents of the area to be served by the CDD would bear the full costs of the needed facilities and services.

41. From an economic and financial perspective, do you have an opinion as to whether the services and facilities to be provided by the proposed District will be incompatible with the uses and existing local and regional facilities and services?

Yes.

42. What is your opinion?

The proposed District covers approximately 246.43 acres of land. The configuration of the land is sufficiently compact and contiguous. As such, it will not create any economic disincentives to the provision of the infrastructure facilities contemplated in this case.

Given the scope and expected cost of facilities to be provided, 246.43 acres for a residential development provides a sufficient economic base to absorb the debt costs and annual operating costs for district administration and to efficiently apportion the cost of improvements.

43. From an economic and financial perspective, do you have an opinion as to whether the area that will be served by the proposed District is amenable to separate special district government?

Yes.

44. What is your opinion and its basis?

It is my opinion that the area within the boundaries of the proposed District is amendable to a separate special district government. The lands within the proposed District's boundaries have the need for basic infrastructure.

The land is of sufficient size, compactness, and contiguity and meets those tests. Therefore, from an economic and financial perspective, the area to be served by the proposed District is clearly amendable to separate special district governance.

45. Does this conclude your testimony?

Yes, it does.

BEFORE THE CITY COUNCIL OF THE
CITY OF COCOA, FLORIDA

IN RE: PETITION TO ESTABLISH)
LAKES AT COCOA GROVE COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF Brevard

I, Hassan Kamal, P.E., being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Hassan Kamal, P.E., and I am employed by BSE Consultants, Inc, as a Civil Engineer.

3. The prepared written pre-filed testimony consisting of five (5) pages, submitted under my name to the City Council of the City of Cocoa, Florida relating to the Petition to Establish Lakes at Cocoa Grove Community Development District and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the Lakes at Cocoa Grove Community Development District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience, and qualifications concerning land development and the construction of public infrastructure as a professional engineer and related matters are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony generally addresses the nature of the proposed development plan of public infrastructure of the Lakes at Cocoa Grove Community Development District.

7. No corrections or amendments to my pre-filed testimony or the Petition and its exhibits are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 13th day of November, 2023.

Hassan Kamal, P.E.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th of NOVEMBER, 2023, by Hassan Kamal, P.E., who is personally known to me or who has produced _____ as identification.

(Official Notary Signature & Seal)

Notary Public State of Florida
Alicia L. Mateo
My Commission
HH 205251
Exp. 2/14/2026

Name: ALICIA L. MATEO
Personally Known ✓
OR Produced Identification _____
Type of Identification _____

TESTIMONY OF HASSAN KAMAL, P.E., FOR ESTABLISHMENT OF LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Hassan Kamal, P.E., and my business address is 312 S. Harbor City Boulevard, Melbourne, Florida 32901.

2. By whom are you employed and in what capacity?

I am a Professional Engineer employed by BSE Consultants, Inc.

3. Please describe your duties with your employer.

I am responsible for management and completion of various Civil Engineering projects for public sector and private clients.

4. Prior to your current employment, by whom were you employed and what were your duties and responsibilities in those positions?

I was previously employed by Hole Montes & Associates, a Civil Engineering Consulting firm in Naples, Florida as a Project Engineer. Prior to that, I worked for the US Forest Service as an Engineer I.

5. Please give your educational background, with degrees earned, major areas of study and institutions attended.

I received a Bachelor of Science degree in Civil Engineering from The University of Tennessee in 1983.

6. Do you have any professional licenses, registrations, or certifications?

I hold a license as a Professional Engineer in the State of Florida (#41951).

7. Please summarize your previous experience as it relates to public facility design and construction and land development and planning.

I have over 39 years of experience in civil engineering design work. My experience includes completion of civil engineering projects including site plans, residential subdivisions, public infrastructure projects, roadway improvements projects and parks projects.

My permitting experience includes project permitting through local, state and federal agencies for hundreds of local projects.

8. Are you familiar with the Petition ("Petition") filed by Mountain Cove Homes at

Lakes at Cocoa Grove, LLC ("Petitioner") on June 14, 2023, seeking the establishment of the proposed District?

Yes. I assisted the Petitioner with the preparation of some of the exhibits filed with the Petition and reviewed others.

9. **Have you reviewed the Petition and approved its contents?**

Yes, I have.

10. What has been your role with respect to the proposed District's establishment proceeding?

I reviewed the overall cost estimates prepared by our firm under my direction and the various engineering exhibits that were required for submittal.

11. Did you prepare, or have others prepare under your supervision prepare, any of the exhibits attached to the Petition?

Yes, Exhibit 7 were prepared by BSE Consultants. I reviewed Exhibits 1, 2, 4, 5, 6.

12. Do any of those exhibits require any change or correction?

No changes or corrections are required.

13. To the best of your knowledge, are Exhibits 1, 2, 4, 5, 6, and 7 to the Petition true and correct?

Yes, to the best of my knowledge.

14. In general, what do Exhibits 1, 2, 4, 5, 6, and 7 to the Petition demonstrate?

Exhibit 1 is the map showing the general location of the proposed District.

Exhibit 2 is the metes and bounds description of the external boundary of the proposed District.

Exhibit 4 contains a map depicting the future general distribution, location and extent of the public and private land uses within the proposed District by the land use plan element.

Exhibit 5 contains maps identifying existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

Exhibit 6 contains a list of the facilities and services the proposed District is expected to finance, fund, construct, acquire and/or install, as well as the anticipated entity responsible for the ownership and maintenance thereof.

Exhibit 7 contains the estimated costs of construction of the infrastructure serving the land within the proposed District.

15. Would you generally describe the services and facilities that the proposed District is expected to provide?

The Petitioner presently intends for the proposed District to participate in the acquisition or construction of a stormwater management system, roadway improvements, water and sewer systems, and landscaping improvements, along with other public improvements.

16. Are the construction cost estimates for the proposed facilities, as identified in Exhibit 7 for the Proposed District reasonable?

Yes, I have reviewed the construction cost estimates and, to the best of my knowledge, information and belief and based on the information available, the construction cost estimates for the proposed District improvements are reasonable based on my experience and knowledge of the local construction industry.

17. Based upon your training and experience as a professional engineer, do you have an opinion as to whether the proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developed as a functional interrelated community?

Yes, I do have an opinion.

18. What is your opinion?

My opinion is that it meets the indicated requirements to be a functional interrelated community because it has sufficient size, sufficient compactness and sufficient contiguity.

19. What is the basis for your opinion?

For many reasons, the proposed District facilities can be provided in an efficient, functional and integrated manner. First, the lands to be included within the proposed District have sufficient significant infrastructure needs to be developable as a functionally interrelated community. Second, this necessary infrastructure can be provided by the proposed District in a cost effective manner based upon the specific design of the community. Furthermore, the use of one development plan whose infrastructure is implemented by a community development district ("CDD") to provide the community services and facilities will ensure that the proposed improvements are provided and maintained in an efficient, functional and integrated manner.

20. As a professional engineer, do you have an opinion as to whether the services and facilities to be provided by the proposed District will be incompatible with the

capacities and uses of existing local and regional community development facilities and services?

My opinion is that the proposed District will not be incompatible with the capacities and uses of existing local and regional community facilities and services.

21. What is the basis for your opinion?

There is no duplication or overlap of facilities or services because no other entity or unit of government is presently funding or providing the improvements proposed by the proposed District. Therefore, the proposed District will be an efficient entity to participate in the construction and maintenance of the necessary infrastructure improvements.

22. As a professional engineer, do you have an opinion as to whether the area to be included within the proposed District is amenable to being served by separate special district government?

Yes. The proposed District encompasses approximately 246.43 acres. First, a project of this size is large enough to support its own community with individual facility and service needs. Second, although maintenance of improvements is also a concern, the proposed District can be utilized as an efficient long-term mechanism to ensure that the residents of the proposed District pay for and receive proper and required maintenance. Therefore, my opinion is that the area within the proposed District is amenable to separate special district government.

23. As a professional engineer, do you have an opinion as to whether the proposed District is the best alternative to provide the proposed community development services and facilities to the area that will be served?

Yes.

24. What is your opinion?

It is my opinion that the proposed District is the best alternative to provide the proposed services and facilities within the proposed District.

25. What is the basis of your opinion?

The proposed District is a long-term, stable, perpetual entity capable of funding, constructing and, in some cases, maintaining the facilities over the lifetime of the facilities because the proposed District has the advantage of being a unit of local government, which has access to the tax exempt bond market. Neither a property owners' nor homeowners' association (POA/HOA) has the ability to finance infrastructure of the nature and scope contemplated here, or manage the construction, acquisition or maintenance of the public infrastructure. Neither is authorized to place a first lien on property if the owner does not pay its maintenance assessments. Overall, the proposed District would be a more timely,

reliable and cost-efficient mechanism to deliver and maintain the needed community improvements.

26. Can you provide an example of a service or facility and explain why a CDD is a preferred alternative for long-term operation and maintenance?

Yes. An example would be a stormwater management system. By statute, CDDs and property owners' associations are permitted to operate and maintain these systems. However, homeowners' associations are generally required by typical water management district rules to provide significantly more information and documentation before they are authorized to operate and maintain a stormwater management system. Such documentation generally must (i) indicate that the association has the required financial capabilities, (ii) mandate that the association will operate and maintain such systems and (iii) provide that the association cannot be dissolved until another entity is found to maintain the system.

A CDD, which is generally considered to be a more secure financial, legal and administrative entity, generally must simply provide a letter to the water management district committing that the district will accept operation and maintenance responsibility. All things being equal, a CDD is preferred over a homeowners' or property owners' association for operation and maintenance of a stormwater management system.

27. Does this conclude your testimony?

Yes, it does.

BEFORE THE CITY COUNCIL OF THE
CITY OF COCOA, FLORIDA

IN RE: PETITION TO ESTABLISH)
LAKES AT COCOA GROVE COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF Miami-Dade

I, Victor F. Solorzano, of Mountain Cove Homes, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Victor F. Solorzano, and I am a representative for the Petitioner, Mountain Cove Homes.

3. The prepared written, pre-filed testimony consisting of seven (7) pages, submitted under my name to the City Council of the City of Cocoa, Florida relating to the Petition to Establish Lakes at Cocoa Grove Community Development District and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the Lakes at Cocoa Grove Community Development District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience and qualifications concerning the Petition to Establish Lakes at Cocoa Grove Community Development District, its exhibits and the reasons for establishing the District are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various statutory requirements and an overview of the proposed development within the proposed Lakes at Cocoa Grove Community Development District.

7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 14 day of November, 2023.

Victor F. Solorzano

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 of November, 2023, by Victor F. Solorzano, who is personally known to me or who has produced _____ as identification.

ANELIS LEON LOPEZ
Notary Public
State of Florida
Comm# HH388594
Expires 7/28/2027

(Official Notary Signature & Seal)

Name: Anelis Leon Lopez
Personally Known _____
OR Produced Identification _____
Type of Identification _____

TESTIMONY OF VICTOR F. SOLORZANO FOR ESTABLISHMENT OF THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Victor F. Solorzano and my business address is 4878 SW 74th Ct., Miami, Florida 33155.

2. By whom are you employed and in what capacity?

I am employed by Mountain Cove Homes and I am a Managing Member.

3. Briefly summarize your duties and responsibilities.

I am responsible for management and investment related decisions for Mountain Cove Homes.

4. Who is the Petitioner in this proceeding?

The petitioner is Mountain Cove Homes at Lakes at Cocoa Grove, LLC ("Petitioner").

5. Are you familiar with the Petition filed by the Petitioner seeking the establishment of a community development district?

Yes. I assisted in the preparation of the petition filed on June 14, 2023, with the City of Cocoa, Florida (the "City") and accompanying exhibits (the "Petition") and worked with members of the consultant team we hired to prepare the filing. I reviewed the Petition and exhibits prior to its filing.

6. What is the proposed name of the District?

The proposed name is the Lakes at Cocoa Grove Community Development District ("District").

7. Have you reviewed the contents of the Petition and approved its findings?

Yes, I have.

8. Are there any changes or corrections to the Petition at this time?

No.

9. Are there any changes or corrections to any of the exhibits submitted to the City at this time?

No.

10. Please generally describe each of the exhibits attached to the Petition.

Exhibit 1 is the map showing the general location of the proposed District.

Exhibit 2 is the metes and bounds description of the external boundary of the proposed District.

Exhibit 3 is the Consent of Landowner to CDD Establishment, executed by Mountain Cove Homes at Lakes at Cocoa Grove, LLC, which represents the consent of one hundred percent (100%) of the owners of the lands to be included within the District.

Exhibit 4 contains a map depicting the future general distribution, location and extent of the public and private land uses within the proposed District by the land use plan element.

Exhibit 5 contains maps identifying existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

Exhibit 6 contains a list of the facilities and services the proposed District is expected to finance, fund, construct, acquire and/or install, as well as the anticipated entity responsible for the ownership and maintenance thereof.

Exhibit 7 contains the estimated costs of construction the infrastructure serving the land within the proposed District.

Exhibit 8 is the Statement of Estimated Regulatory Costs ("SERC"), required by statute.

Exhibit 9 is the authorization of agent form, which authorizes Jennifer L. Kilinski to act as agent for the Petitioner.

11. Were these exhibits prepared by you or under your supervision?

Yes, the Petitioner engaged a consultant team and directed the preparation of the exhibits to the Petition. I reviewed the Petition and exhibits prior to its filing.

12. To the best of your knowledge, is the general location map identified as Exhibit 1 a true and accurate depiction of the general location of the proposed District?

Yes, it is.

13. To the best of your knowledge, is the metes and bounds description of the external boundary of the District included in Exhibit 2, a true and accurate recitation of the land area to be included within the proposed District?

Yes, it is.

14. **To the best of your knowledge, is Exhibit 3 a true and accurate copy of the consent obtained from the owner of one hundred percent (100%) of the lands to be included within the proposed District?**

Yes, it is.

15. **To the best of your knowledge, is the map included in Exhibit 4 a true and accurate depiction of the future general distribution, location and extent of public and private land uses within the proposed District?**

Yes, it is.

16. **To the best of your knowledge, is Exhibit 5 a true and accurate depiction of the existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District?**

Yes, it is.

17. **To the best of your knowledge, does Exhibit 6 truly and accurately list the facilities and services that the proposed District is expected to finance, fund, construct, acquire and/or install, as well as the anticipated owner and entity responsible for operation and maintenance thereof?**

Yes, it does.

18. **To the best of your knowledge, does Exhibit 7 truly and accurately list the estimated costs of constructing the infrastructure serving land within the proposed District?**

Yes, it does.

18. **To the best of your knowledge, is Exhibit 8 a true and accurate copy of the Statement of Estimated Regulatory Costs?**

Yes, it is.

19. **To the best of your knowledge, is Exhibit 9 a true and accurate copy of the Authorization of Agent form?**

Yes, it is.

20. **Are the contents of the Petition and the exhibits attached to it, as described herein, true and correct to the best of your knowledge?**

Yes, it is.

21. **Are you familiar with the area that is proposed to be included within the District?**

Yes, I am familiar with the general area and the site specifically.

22. Approximately how large is the proposed District in acres?

The proposed District is located entirely within the City of Cocoa, Florida, which is situated within Brevard County. The proposed District covers approximately 246.43 acres of land.

23. What steps were taken with respect to filing the Petition with the City?

On August 19, 2021, the Petitioner filed the original Petition with the City.

24. Has notice of the hearing been provided in accordance with Section 190.005, Florida Statutes?

Yes. A notice of hearing is being published in _____, a newspaper of general circulation in Brevard County and of general interest and readership in the community, as a display ad for four (4) consecutive weeks immediately preceding the hearing. Proof of publication has been requested and will be available by the time of the establishment hearing.

25. Who are the five persons designated in the Petition to serve as the initial Board of Supervisors?

The five persons include Ana Laura Robayna, Omar Mesa, Rafael Nunez, Brian Dominguez, and Alicia Quinones.

26. Do you know each of these persons personally?

Yes, I do.

27. Are each of the persons designated to serve as the initial Board of Supervisors residents of the State of Florida and citizens of the United States?

Yes, they are.

28. Are there residential units planned for development within the proposed District?

Yes. There are approximately 350 residential units planned for development within the proposed District, which are anticipated to be constructed between 2021-2023.

29. Are there residents currently living within the areas to be included within the District, and, if so, have they been notified about the creation of the District?

No, there are no residents currently living within the areas to be included within the District.

30. What steps will be taken to ensure that prospective purchasers of the District receive notice of the existence of the District and its assessments?

There are certain state law disclosure requirements that all community development districts ("CDDs") must meet.

First, within thirty (30) days of the establishment of the District, a Notice of Establishment is required to be recorded in the property records. The notice contains a legal description of the boundaries of the District and discloses, as required by Section 190.0485, *Florida Statutes*, through inclusion of the bold-faced language set forth in the paragraph immediately below, that the District may levy assessments. The document also provides contact information for members of the public to obtain more information about the District. This document should appear on a title search typically prepared when someone intends to purchase a home after a District has been established.

Second, Section 190.048, *Florida Statutes*, requires certain contractual language to appear in bold-faced and conspicuous type immediately prior to the signature line on every initial purchase contract. The following language will be required: **The Lakes at Cocoa Grove Community Development District may impose and levy taxes or assessments, or both taxes and assessments, on this property. These taxes and assessments pay the construction, operation, and maintenance costs of certain public facilities and services of the District and are set annually by the governing board of the District. These taxes and assessments are in addition to county and other local governmental taxes and assessments and all other taxes and assessments provided for by law.**

Third, when assessments are levied for the first time or when previously levied assessments are raised, notice of a public hearing is required to be given by publication in a local newspaper and by mail to all property owners within the District. The assessments are then considered at a public hearing.

Fourth, the District will be required to adopt and record in the Brevard County Public Records a Disclosure of Public Financing and Maintenance of Public Improvements. This Disclosure summarizes the financing plan the District has undertaken, the existence, if any, of capital and operation and maintenance assessments, and the facilities and services that the District provides and maintains. This Disclosure is then provided by the District to the developer to satisfy the requirements of Section 190.009, *Florida Statutes*, and is also available for inspection by residents and prospective residents.

31. Would you please describe the proposed timetable for development of land within the proposed District?

It is anticipated that the District improvements will be made, acquired, constructed and/or installed from 2023 to 2024.

32. Has all of the developable land within the proposed District been planned as a single community?

Yes, the developable land, along with the master infrastructure to be maintained by the proposed District that will service the developable land, although anticipated to be constructed in multiple phases, is planned as a single community.

33. Would you generally describe the services and facilities you currently expect the proposed District to provide?

The Petitioner presently intends for the District to be involved in providing the following services and facilities: stormwater management system, roadway improvements, water and sewer improvements, landscape, streetlights, and related improvements. The facilities are outlined in Exhibit 6 of the Petition.

34. Did you cause the cost estimates identified in Exhibit 7 to be prepared?

Yes, the cost estimates were prepared under my supervision and direction.

35. What methods were used to estimate these costs?

The estimates are based on research regarding historical costs of constructing similar infrastructure and current market conditions.

36. In your opinion, are the cost estimates for the facilities for the proposed District reasonable?

Yes, to the best of my knowledge and based on the information available.

37. In general, what financing methods does the Petitioner propose the District may use to pay for the anticipated facilities and services?

Petitioner presently expects that the District will finance facilities and services through the issuance of tax-exempt bonds, special assessments and through other available financing mechanisms. The debt issued by the proposed District is expected to be retired by non-ad valorem assessments (also known as "special assessments") on benefitted property within the proposed District. Ongoing maintenance and operation of the District and its facilities and services are expected to be funded by non-ad valorem special assessments. Any facilities not financed with a bond issue may be funded by the developer using conventional financing options.

38. Who will be responsible for paying the proposed District's assessments?

Only current property owners and those who choose to acquire property within the proposed District will be responsible for paying District assessments.

39. Will these proposed District debts be an obligation of the City, County, or the State of Florida?

No. The debts will be solely the District's obligation and secured by non-ad valorem assessments levied against property owners. Florida law provides that CDD debt cannot become the obligation of a county, a city, or the state without the consent of that government.

40. Why is the Petitioner seeking to have a CDD established for this area?

There are hundreds of CDDs throughout the State of Florida. CDDs are an efficient, effective way to provide infrastructure and have become accepted in the marketplace to homebuyers. CDDs have the ability to assist in the streamlined and efficient maintenance and operation of infrastructure and services to developing communities.

From our perspective, the establishment of a CDD is logical for this project. It provides a long-term, stable, financially secure entity. The proposed District is a structured, formal entity with the legal ability to respond to future changes in the circumstances and desires of its residents. Under Florida law, the proposed District has access to Brevard County's tax collection mechanisms, which helps ensure that the facilities will be maintained. In that sense, it is preferable over control by a property owners association.

Additionally, a CDD has the ability to enter into interlocal agreements with other government entities. These allow a CDD to work with other government entities to complete projects that benefit residents within the CDD boundaries while also assisting local governments in completing infrastructure necessary to serve growth.

A CDD has the financial capability to assist in the provision of necessary capital improvements sooner than may otherwise be the case. The City, developers, builders and residents will all benefit from these improvements in terms of access, traffic flow, safety and general property enhancement. Additionally, a CDD is the entity preferred by many regulatory agencies, including many water management districts, to operate and maintain the stormwater management and other similar systems. This is because the CDD is a perpetual entity, operating in open meetings, with the financial ability to ensure that the maintenance of these important environmental facilities and amenities is accomplished. Given the nature of this project, in my opinion, a CDD is a logical, prudent, and desirable way to ensure this needed infrastructure is maintained.

41. Does this conclude your testimony?

Yes.

Nations gather for plastic treaty talks

Kenya summit is 3rd of 5, with year-end deal a goal

Jennifer McDermott and Carlos Mureithi
ASSOCIATED PRESS

NAIROBI, Kenya – Efforts to create a landmark treaty to end global plastic pollution were advancing Monday in Nairobi as most of the world's nations, plus petrochemical companies, environmentalists and others affected by the pollution, gathered to discuss draft language for the first time.

It's the third gathering in a compressed five-meeting schedule intended to complete negotiations by the end of next year.

"The urgency of addressing plastic pollution cannot be overstated," said Gustavo Adolfo Meza-Cuadra Velasquez, chair of the negotiating committee, at the headquarters of the United Nations Environment Program in Nairobi. "To bring a difference at the scale required, we must work collectively."

Kenya's president, William Ruto, called the treaty "the first domino" in a shift away from plastic pollution.

But the negotiations have been strained by concerns over delays in discussing the plastics issue at hand. In the last round of talks in Paris, talks stalled for about two days as some countries hampered discussions.

The power dynamics and positions of different delegations became clear in the first two rounds of talks in Paris and Punta del Este, Uruguay. They echo some of the same positions as in international climate talks, and with good reason – many of the players are the same. Plastic is largely made from crude oil and natural gas, giving oil-producing countries and companies a large stake in any treaty.

Global negotiators last met in Paris in June and agreed to produce initial treaty text before reconvening in Nairobi. The draft was published in early September. The U.N. Intergovernmental Negotiating Committee on Plastic Pollution is charged with developing the first international, legally binding treaty on plastic pollution on land and at sea.



Plastic waste covers the Badhwar Park beach on the Arabian Sea coast in Mumbai, India, in June. The global effort to agree on a plastic pollution treaty has experienced delays. RAJANISH KAKADE/AP FILE

Kenya is a global leader in fighting plastic pollution, and in 2017, the country banned the manufacture, sale and use of single-use plastic bags. In what is one of the strictest bans on the products, lawbreakers face fines and up to four years in jail.

Two years later, Kenya banned single-use plastic like cutlery, straws and PET bottles from parks, forests, beaches and other protected areas. Kenya is also an important player in environmental matters as home to UNEP's headquarters. The country generates more than 70% of its electricity from renewable sources.

Norway and Rwanda are leading a "high ambition coalition" of governments that want to end plastic pollution by 2040 by cutting production and limiting some chemicals used in making plastics.

The two countries issued a ministerial joint statement this month calling for an ambitious and effective treaty to protect human health and the environment from plastic pollution by addressing the full life cycle of plastics. They expressed "deep concern" about significant increases in plastic production, plastic litter and greenhouse gas emissions. Plastic production is forecast to triple by 2060, according to UNEP.

Saudi Arabia, on the other hand, is leading a group of countries that have large petroleum industries and prefer to focus on recycling and waste management.

On Saturday, Iran announced a coalition with Saudi Arabia, China, Russia and other countries with large petrochemical industries to advocate for the treaty to the focus on waste control, rather than the entire life cycle of plastics as agreed last year, raising concerns from environmentalists.

"It is unfortunate that a handful of governments are putting the short-term interests of petrochemical companies ahead of the health of the planet and their own citizens," Graham Forbes, global campaign lead for Greenpeace, said. "World leaders have committed to develop a binding treaty that addresses the full life cycle of plastics, and we expect them to honor that."

Eirik Lindebjerg, global plastics policy lead at the World Wildlife Fund, said those countries are trying "to make this more of a kind of loose voluntary agreement rather than the strong treaty that the clear majority of countries here are pushing for."

The United States' delegation suggests the treaty include some meaningful universal obligations the high-ambition coalition wants, while also recognizing some national discretion, both because of the differences between countries and because some won't agree to it otherwise.

The draft represents the range of viewpoints shared at the first two meetings. Björn Beeler, international coordinator for the International Pollutants Elimination Network, said it is evident that negotiations have moved beyond plastic waste and into addressing plastic production and toxic chemicals used to make plastic.

Beeler expects the draft to grow more before it shrinks and becomes final, as delegates add in ideas in Nairobi and countries develop their positions. IPEN wants a treaty that addresses the environmental and health issues posed by chemicals in plastics as the products are used, recycled, discarded or burned as waste.

Leaders of the global plastics industry are advocating for a process called chemical or advanced recycling and said they were disappointed the draft doesn't have a strong focus on that.

Environmental groups call it a marketing tactic to distract from real solutions like producing and using less plastic. Beyond Plastics and IPEN issued a report in October that says the process threatens the environment, the climate, human health and environmental justice.

Chemical recycling typically uses heat or chemical solvents to break down plastics into liquid and gas to produce an oil-like mixture or basic chemicals. Industry leaders say that mixture can be made back into plastic pellets to make new products.

Chris Jahn, a spokesperson for the International Council of Chemical Associations, said the draft was a missed opportunity to focus on circularity, rather than on caps and bans that don't address the issue of plastic becoming litter and pollution. He said the groups are working to get chemical recycling added.

"The focus is on ending plastic pollution, not plastic production," he said.

The negotiations, which have attracted more than 2,000 participants, will end Sunday.

NOTICE OF PUBLIC HEARING
City Council of the City of Cocoa, Florida

Petition to Establish the Lakes at Cocoa Grove Community Development District

DATE: December 12, 2023
TIME: 6:00 p.m., or as soon thereafter as may be heard
LOCATION: Council Chambers, 65 Stone Street Cocoa, Florida 32922

In compliance with the provisions of Chapter 190, *Florida Statutes*, a public hearing will be held by the City Council of the City of Cocoa, Florida on the 12th day of December, 2023, at 6:00 p.m., or as soon thereafter as may be heard, at the Council Chambers, 65 Stone Street, Cocoa, Florida 32922, to consider an ordinance to grant a petition to establish the Lakes at Cocoa Grove Community Development District. The title of the proposed ordinance is as follows:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING THE LAKES AT COCOA GROVE COMMUNITY DEVELOPMENT DISTRICT, AT APPROXIMATELY 246.43 ACRES, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

The proposed Community Development District is comprised of 246.43 acres, generally located at the northeast corner of the State Road 528 and I-95 Interchange. The petitioner has proposed to establish the Lakes at Cocoa Grove Community Development District to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including but not limited to: stormwater management system, roadway improvements, water and sewer systems, recreation improvements, landscaping and signage, and other infrastructure.

Copies of the petition and proposed ordinance are open to public inspection at the Community Services Department, 65 Stone Street, Cocoa, Florida 32922. All interested persons and affected units of general-purpose government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any persons or affected unit of general-purpose local government who wish to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, *Florida Statutes*, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk at 65 Stone Street, Cocoa, Florida 32922, or by phone at (321) 433-8480 not less than seventy-two (72) hours before a hearing or meeting in order to make arrangements. Hearing impaired persons, please call the Florida Relay Service (1-800-955-8770), no later than five (5) days prior to the meeting.

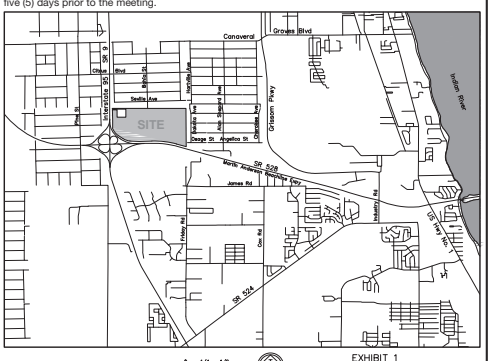


EXHIBIT 1
LOCATION MAP
DRMP Project #21-2069.000 March 2023

Published on 11/14/23, 11/21/23, 11/28/23 and 12/5/23

FT-37898647

Army mourns 5 US troops killed in helicopter crash

Tara Copp
ASSOCIATED PRESS

WASHINGTON – The U.S. Army Special Operations Command on Monday identified the five Army aviation special operations forces killed when their helicopter crashed in the eastern Mediterranean over the weekend, calling each a "national treasure" whose loss cut deeply.

The military's European Command said the UH-60 helicopter went down during an air refueling mission as part of military training.

The five service members who died were Chief Warrant Officer 3 Stephen R. Dwyer, 38, of Clarksville, Tennessee; Chief Warrant Officer 2 Shane M. Barnes, 34, of Sacramento, California; Staff Sgt. Tanner W. Grone, 26, of Gorham, New Hampshire; Sgt. Andrew P. Southard, 27, of Apache Junction, Arizona; and Sgt. Cade M. Wolfe, 24, of Mankato, Minnesota. They were all part of the Army's 160th Special Operations Aviation Regiment based at Fort Campbell, Kentucky.

The commander of the Army Special Operations Command, Lt. Gen. Jonathan Braga, said the fallen soldiers "hail from rare patriotic families with deep military service ties that span multiple generations and formations."

"This is devastating news that reverberates across the entire Special Operations community," Braga said in a statement Monday. "Every loss is tough, but in this case, service to the Nation is truly a family business and it's hard to express the amount of sorrow that we all feel right now."

The fallen soldiers were highly decorated, with multiple combat deployments in addition to responding to deployments with no notice, sent overseas to respond quickly to various national security needs.

Dwyer received his commission in 2009 from the U.S. Military Academy in West Point, New York. He served as an MH-60M pilot, mission planner and instructor pilot and deployed to Iraq and Afghanistan. He was called up multiple times on no-notice deployments to support national security objectives, the Army Special Operations Command said. His awards and decorations include the Bronze Star Medal, the Meritorious Service Medal and the Air Medal with Combat device among many others.

Barnes, also an MH-60M pilot, graduated from Gonzaga University in Spokane, Washington, in 2011. He was assigned to Korea and completed deployments to Afghanistan and Iraq. He was awarded the Distinguished Flying Cross with Valor device and the Air Medal with Combat device among other campaign awards.

Grone enlisted in the Army in 2017 as a UH-60 repairer. He served as a flight instructor and and MH-60M crew chief for the 160th. He deployed to Afghanistan and multiple times to Iraq, and he was awarded the Air Medal with Combat device, the Army Commendation Medal and the Army Achievement Medal with combat device among many other awards.

Grone's parents, Steve and Erica Grone, in a Facebook post verified by The Associated Press, said of their son that they were "beyond proud of what you became and believed in. Thank you for all these amazing years. Please watch over us. Love you and can't express how much you will be missed."

Southard enlisted in the Army in 2015 as a UH-60 repairer and served as an MH-60M crew chief. He was first assigned to Fort Bliss, Texas, upon completing advanced individual training, and he completed a 13-month rotation to Task Force Sinai in support of ongoing peacekeeping operations. He deployed to Afghanistan and was awarded two Army Commendation medals and an Army Achievement medal among other citations.

Wolfe enlisted in the Army in 2018 as a UH-60 repairer and served as an MH-60M crew chief. His awards and decorations include two Army Commendation medals and an Army Achievement medal.

The U.S. has built up its force presence in the Eastern Mediterranean and the Middle East in response to Hamas' Oct. 7 attack on Israel. There are two carrier strike groups operating in the region, U.S. Air Force squadrons have received additional crews and warplanes, and U.S. special operations forces have been added to help Israel in efforts to rescue hostages taken into Gaza.

Legislation Details (With Text)

File #:	23-701	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/3/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	Approval of the amended street closure for the HCVMS Holiday Bicycle Parade and a new street closure request for Family Promise. The Family Promise Street Closure is outside the Central Business District. (Communications & ED Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2023 HCVMS Holiday Bike Parade 12-15-2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 3, 2023
Agenda Date: November 28, 2023
Prepared By: Gail A. Bantugan, Leisure Services Manager
Through: Samantha Senger, Director of Communications and Economic Development
Requested Action:
Approval of the amended street closure for the HCVMS Holiday Bicycle Parade and a new street closure request for Family Promise. The Family Promise Street Closure is outside the Central Business District.

BACKGROUND:

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

Event:
Original Street Closure
Annual HCVMS Hot Cocoa Holiday's Bicycle Parade, Friday, December 15, 2023 2:00pm-8:00pm.
Harrison St.: between Riversedge and Brevard Ave.
Brevard Ave.: between SR 520 (King) to Factory St.
Oleander St. between Brevard Ave. and Municipal Parking Lot
Orange St.: between Brevard Pl. and Brevard Ave.
Derby St.: between Brevard Ave. and Delannoy Ave.
Church St.: between Brevard Ave. and Delannoy Ave.

Delannoy Ave.: between Church St. and SR 520 (King).
Total Closure - One Day

Amended Street Closure
Annual HCVMS Hot Cocoa Holiday's Bicycle Parade, Friday, December 15, 2023 2:00pm-8:00pm.
Harrison St.: between Riversedge and Brevard Ave.
Brevard Ave.: between Oleander Street and Oak Street
Orange St.: between Brevard Pl. and Brevard Ave.
Oak Street: between Brevard Ave. and Riverside Dr.
Riverside Dr: between Oak St. and Church St.
Church St.: between Riverside Dr. and Delannoy Ave.
Delannoy Ave.: between Church St. and Harrison St.
Total Closure - One Day

*Family Promise Big Brunch, Saturday, December 9, 2023 10:00am-7:00pm
First Street: Between Peachtree Street and Main Street
Total Closure - One Day

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

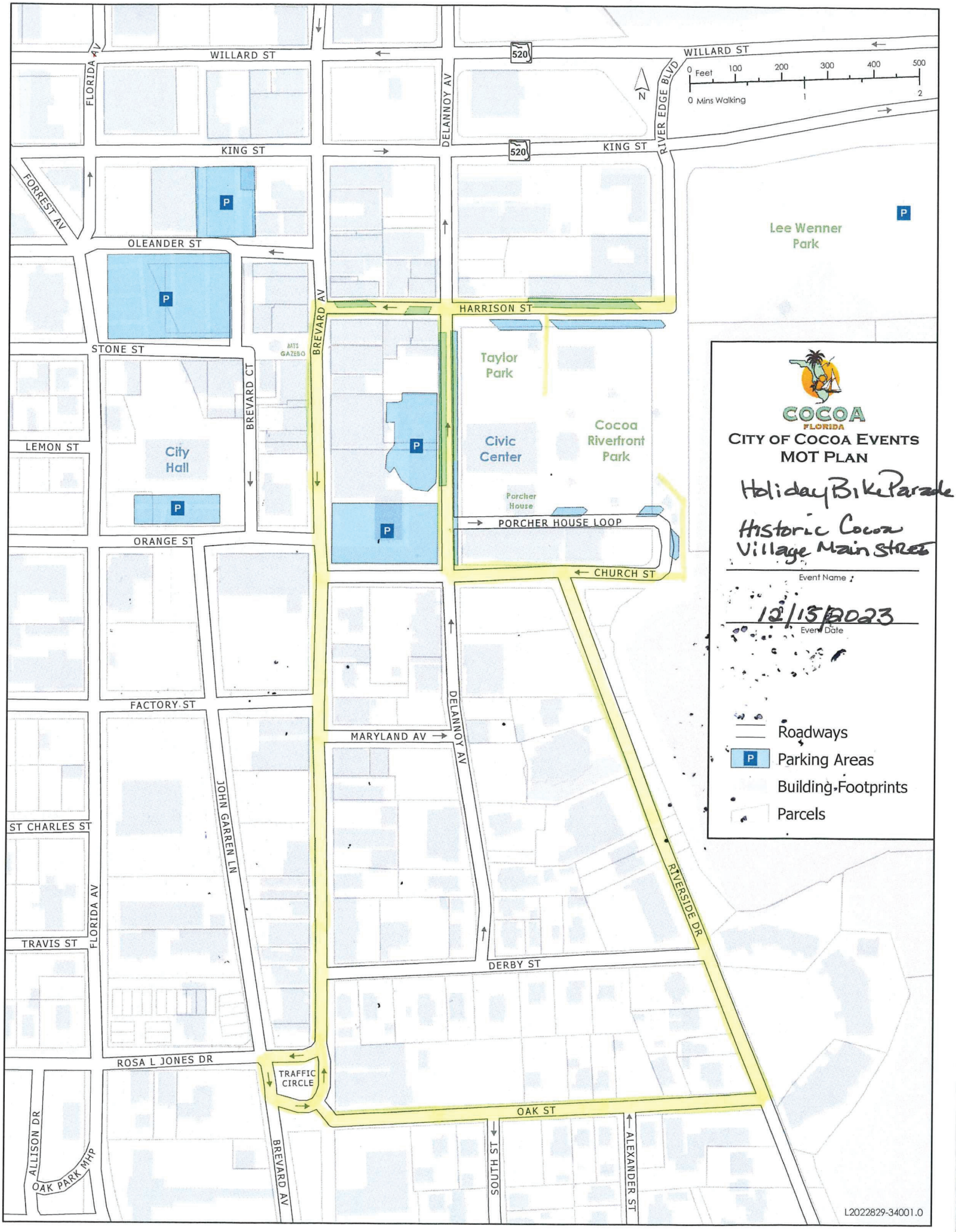
The City receives $50.00 for each group that requests a street closure. The MLK event will have the permit fees waived. The event is held on a federal holiday per the special events ordinance section 2-404

PREVIOUS ACTION:

This is a new request to amend a previously approved street closure.

RECOMMENDED MOTION:

Approval of the amended street closure for the HCVMS Holiday Bicycle Parade


WILLARD ST
FLORIDA AV
DELANNOY AV
520
WILLARD ST
RIVER EDGE BLVD
0 Feet 100 200 300 400 500
0 Mins Walking 1 2
N
KING ST
520
KING ST
FORREST AV
OLEANDER ST
Lee Wenner Park
HARRISON ST
BREVARD AV
STONE ST
MTS GAZEBO
Taylor Park
BREVARD CT
LEMON ST
City Hall
Civic Center
Cocoa Riverfront Park
Porcher House
PORCHER HOUSE LOOP
ORANGE ST
CHURCH ST
FACTORY ST
MARYLAND AV
DELANNOY AV
JOHN GARREN LN
ST CHARLES ST
FLORIDA AV
TRAVIS ST
RIVERSIDE DR
DERBY ST
ROSA L JONES DR
TRAFFIC CIRCLE
OAK ST
ALLISON DR
OAK PARK MHP
BREVARD AV
SOUTH ST
ALEXANDER ST
COCOA FLORIDA
CITY OF COCOA EVENTS MOT PLAN
Holiday Bike Parade
Historic Cocoa Village Main Street
Event Name
12/15/2023
Event Date
Roadways
Parking Areas
Building Footprints
Parcels
L2022829-34001.0

Legislation Details (With Text)

File #:	23-703	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/5/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	Approve the requested 2024 street closures associated with the proposed Special Events. (Communications & ED Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 5, 2023
Agenda Date: November 28, 2023
Prepared By: Gail A. Bantugan, Leisure Services Manager
Through: Samantha Senger, Director of Communications and Economic Development
Requested Action:
Approve the requested 2024 street closures associated with the proposed Special Events.

BACKGROUND:

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

Events:

Run for Responders 5K, Saturday, January 6, 2024 (3:00pm-10:00pm)

Church St.:	between Riverside Dr. and east terminus of Church St.
Delannoy Ave.:	between Church St. and Harrison St.
Riverside Dr.:	between Church St. and Oak St.
Derby St.:	at Riverside Drive, Delannoy and Brevard Ave.
Oak St.:	between Riverside Dr. and Brevard Ave.
Brevard Ave.:	between Oak St. and Harrison St.
Harrison St.:	between Brevard Ave. and Riveredge Blvd.

The race route will open immediately after all the participants have all crossed the finish line.

Harrison Street will reopen at Delannoy and Riveredge at 10pm.
Total Closure - One Day

Martin Luther King Jr. Peace March and Service, Monday, January 15, 2024 (11:00am-4:00pm).
Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park. This event does not require a street closure. However, the Peace March does include the streets of Cocoa including the SR520. The organizers are required to have the proper DOT permitting in place to hold the march.
Total Closure - This event does not require a street closure.

Village Idiot Idiolympics, Saturday, January 20, 2024 (8:00 am-6:00pm)
Harrison St.: between Delannoy Ave. and Riveredge Blvd.
Total Closure - One Day

Survive First and Dirty Oar 5th Annual Cocoa Village Brewers Bash Saturday, February 3rd 2024 (9:00am-7pm)
Harrison St.: between Delannoy Ave. and River Edge Blvd.
Total Closure - One Day

Cocoa Village Mardi Gras, Saturday, February 24th, 2024 (2:00pm-12:00am (2-25))
This is a CBD gated event. Foot traffic will stop at 3pm and gates will close at 4:30pm.
Delannoy Ave.: between Derby St. and SR 520
Brevard Ave.: between Church St. and SR 520
Harrison Street.: between Riveredge Blvd. and Brevard Ave.
Oleander Street: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

Space Coast Triathlon, Sunday, March 24th, 2024 (2:00am-12:00pm)
A rolling street closure will be utilized for the Cocoa Triathlon. The number of participants and their safety requires a street closure request. This event will not require temporary traffic control devices (TTCD) to block roads throughout the course route. The streets in which the TTCD will be utilized are:

Harrison St.: between Delannoy Ave and Riveredge Blvd.
Riveredge Blvd.: between King St. (HWY 520) to Lee Wenner Park.

The Transition Area for each segment will be located in Riverfront Park/Harrison Field.
Swim segment: Will commence in Lee Wenner Park with a Spring Distance of .25miles, into the Indian River. The turnaround point will be designated at the floating bouy.
The Bicycling Segment: Sprint Distance equal to one lap, will begin in Riverfront Park. The participants will then proceed to the 520 and continue North on Indian River Drive with the turnaround at Indian Trail and back to the transition area in Riverfront Park.
The Run Segment: Sprint Distance equal to one lap, will transition in Riverfront Park then proceed south towards the turnaround point at Barton Avenue and commence north back to the finish in Riverfront Park.
Total Closure - One Day

HCVMS Spring Craft Fair, Saturday and Sunday, March 2nd-3rd, 2024 (2:00am Saturday March 2nd, 6:00pm Sunday, March 3rd)

Brevard Ave.: between SR 520 and Factory St.
Oleander St.: between Brevard Ave. and Municipal Parking Lot
Orange Ave.: between Brevard Pl. and Brevard Ave.
Harrison St.: between Riveredge Blvd. and Brevard Ave.
Church St.: between Brevard Ave. and Delannoy Ave.
Delannoy Ave.: between Church St. and SR 520
Total Closure - Two Days

HCVMS Concours Car Show, Saturday, March 10th, 2024 (6:00am-5:00pm)
Brevard Ave.: between SR 520 and Factory St.
Church St.: between Brevard and Delannoy Ave.
Delannoy Ave.: between Church and SR 520 (King St.)
Orange Ave.: between Brevard Pl. and Brevard Ave.
Harrison St.: between Riveredge Blvd. and Brevard Ave.
Oleander St.: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day

Village Idiot Spring Street Party, Friday, March 22nd ,2024 (3:00 pm-12:00 am)
Harrison St.: between Delannoy Ave. and Riveredge Blvd.
Total Closure - One Day

HCVMS Summer Craft Fair, Saturday and Sunday, May 11th-12th, 2024 (2:00am May 11th- 6:30pm May 12th)
Brevard Ave.: between SR 520 and Factory St.
Oleander St.: between Brevard Ave. and Municipal Parking Lot
Orange Ave.: between Brevard Pl. and Brevard Ave
Harrison St.: between Riveredge Blvd. and Brevard Ave.
Church St.: between Brevard Ave. and Delannoy Ave.
Delannoy Ave.: between Church St. and SR 520
Total Closure - Two Days

*Dirty Oar Brewery/Running Zone/Florida Today Summer Brewery Running Series, Tuesday, June 4th, 2024, 4:00pm-8:00pm.
Oleander Street: beginning at the east side of Hughlett Street to the entrance of the Dirty Oar Brewery parking lot. Approximately 100 feet.
Total Closure - One Day (Not included in the 24 CBD closures)

City of Cocoa Independence Day Celebration, Thursday, July 4th, 2024 (2:00am-11:00pm)
Lee Wenner Park closure begins at 2:00am 7/3/2022
Harrison St.: between Delannoy and Riveredge Blvd
Total Closure - One Day

*Dirty Oar Brewery Anniversary Celebration, Sunday, September 1, 2024 (11:00am-8:00pm).
Oleander Street: beginning at the east side of Hughlett Street to the entrance of the Dirty Oar Brewery parking lot. Approximately 100 feet.
Total Closure - One Day (Not included in the 24 CBD closures)

Walk to End Alzheimer's, Saturday, September 21st,2024 (6:00am-2:00pm)

Harrison St.: between Riversedge and Brevard Ave.
Brevard Avenue.: between Oleander and Church St.
Church Street.: between Brevard Ave and Riverside Dr.
Total Closure - One Day

*Greater Saint Paul Missionary Baptist Church, Second Annual Breast Cancer Awareness Event and Car Show, Saturday, October 12, 2024, 8:00am-5:00pm.
Hughlett: between Stone and Lemon
Lemon: between Hughlett and Glenn
Glenn: between Stone and Lemon
Stone: between Hughlett and Glenn
Total Closure - One Day (Not included in the 24 CBD closures)

HCVMS Fall Art and Craft Fair, Saturday and Sunday, October 19th-20th, 2024 (2:00am October 19th, 6:00pm October 20th)
Brevard Ave.: between SR 520 and Factory St.
Oleander St.: between Brevard Ave. and Municipal Parking Lot
Orange Ave.: between Brevard Pl. and Brevard Ave
Harrison St.: between Riveredge Blvd. and Brevard Ave.
Church St.: between Brevard Ave. and Delannoy Ave.
Delannoy Ave.: between Church St. and SR 520
Total Closure - Two Days

Village Idiot Halloween Street Party, Friday, October 25th, 2024 (3:00pm-12:00am)
Harrison St.: between Delannoy Ave. and Riveredge Blvd.
Total Closure - One Day

City of Cocoa Fall Festival in the Village and HCVMS Golf Cart Parade, Saturday, October 26th, 2024 (12:00pm-9:00 pm)
Rosa L. Jones: between Florida Avenue and Oleander Street (Rolling)
Oleander Street between Florida Avenue and Brevard Avenue
Brevard Avenue: between King Street and Rosa L. Jones
Rosa L. Jones: at the traffic Circle (Rolling)
Oak Street: Between Brevard Avenue and Riverside Drive (Rolling)
Riverside Drive: Between Oak Street and Church Street (Rolling)
Church Street: Between Riverside Drive and Brevard Avenue.
Delannoy Avenue: Between Derby Street and Harrison Street
Harrison Street: Between River Edge Boulevard and Brevard Avenue
Derby Street: Between Brevard and Riverside Drive
Total Closure - One Day

Space Coast Free Wheelers Waterway Century Ride- Sunday, October 27th, 2024 (5:00am-8:30am)
The corner of Delannoy Ave. and Harrison St. from 7:00 am-8:30 am for the beginning of their bike racing event for charity. This is an annual event that has occurred the last weekend in October each year. As soon as the race begins and bikes are cleared out, the street will be opened back up. Actual time should be no longer than 30 minutes.
Total Closure - Half Day

Game on Events Riverfront Triathlon, Sunday, November 3rd, 2024 (2:00am-11:00 am)
Harrison St.: between Riveredge and Brevard.
Riverside Dr.: between Church St. and Oak St.
Rockledge will also be supporting this event.
Total Closure - One Day

Running Zone Foundation and Space Coast Runners Annual Space Coast Marathon and Half Marathon, Sunday, December 1st 2024 (2:00am-2:00pm).

Space Coast Marathon Course 26.2 Miles

The Race begins on Brevard Avenue heading south. Turn right on Orange St. Turn right on Florida Ave. Turn right on RT.520 (east bound) Turn left on Brevard Ave heading north and cross over Rt.520 (west bound). Continue northbound on Indian River Drive with a turn-around just south of Indian Trail. Head south on Indian River Drive. Turn right on Peachtree St. Turn left on Florida Ave. Turn left on Rosa L. Jones Blvd. Heading right onto Oak St. Turn right onto Rockledge Drive to the turnaround just south of Stonebridge Drive. Turn around heading north on Rockledge Drive. Turn right on Church St. utilizing the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Right onto Harrison St. Remaining in the west bound lane of Harrison St. into Lee Wenner Park to the Finish Line.

Space Coast Half- Marathon Course 13.1 Miles (two courses)

North Course
Heading South on Brevard Ave. Turn Right onto Orange St. Turn right onto Florida Ave. Turn Right onto RT 520 (east-bound). Turn Left on Brevard Ave Crossing RT 520 (west bound). Course runs along Riverside Drive until just south of Indian Trail. The course then turns around heading south until RT 520 (west-bound) and turns left to the new connector crossing under Rt 520 into Lee Wenner Park to the Finish Line.

South Course
Heading South on Brevard Ave. Turning left on Church Street. Turn right on Rockledge Drive continuing on Rockledge Drive to 200 meters south of Stonebridge Dr. (just north of Oakledge Drive. Turn around heading north back to Church St. Turning right onto Church Street using the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Turn right onto Harrison St. Staying in the west-bound lane of Harrison Street into Lee Wenner Park to the Finish Line.

Total Closure - One Day

HCVMS Holiday Craft Fair, Saturday and Sunday, December 7th -8th 2024 (2:00am December 7th, 6:00 pm December 8th).
Brevard Ave.: between SR 520 and Factory St.
Oleander St.: between Brevard Ave. and Municipal Parking Lot
Orange Ave.: between Brevard Pl. and Brevard Ave
Harrison St.: between Riveredge Blvd. and Brevard Ave.
Church St.: between Brevard Ave. and Delannoy Ave.
Delannoy Ave.: between Church St. and SR 520
Total Closure - Two Days

Cocoa Rockledge Holiday Parade, Saturday, December 14th, 2024 (8:00am-1:00 pm)

Brevard Ave.: beginning at the southerly city limit to Maryland Ave.
Maryland Ave.: between Brevard Ave. and Delannoy Ave.
Delannoy Ave.: between Maryland Ave. and SR 520
Harrison St.: between Delannoy Ave. and Riveredge Blvd.
Total Closure - One Day

Annual HCVMS Hot Cocoa Holiday's Bicycle Parade, Friday, December 20th, 2024 2:00pm-8:00pm.
Harrison St.: between Riversedge and Brevard Ave.
Brevard Ave.: between Oleander Street and Oak Street
Orange St.: between Brevard Pl. and Brevard Ave.
Oak Street: between Brevard Ave. and Riverside Dr.
Riverside Dr: between Oak St. and Church St.
Church St.: between Riverside Dr. and Delannoy Ave.
Delannoy Ave.: between Church St. and Harrison St.
Total Closure - One Day

The total number of Central Business District (CBD) street closures if approved is 23.5
*The total number of Street closures outside of the Central Business District (CBD) if approved is 4.

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure. The MLK event will have the permit fees waived. The event is held on a federal holiday per the special events ordinance section 2-404

PREVIOUS ACTION:

The 2023 Road Closure requests were approved last year.

RECOMMENDED MOTION:

Request Council approval all of the 2024 Road Closures listed in this request

Legislation Details (With Text)

File #:	23-702	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	11/3/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	Annual Appointment of the Deputy Mayor. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 3, 2023
Agenda Date: November 28, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Annual Appointment of the Deputy Mayor.

BACKGROUND:

Article III of the Cocoa City Charter states the following:

- **Section 6. - Deputy Mayor; Senior Member of Council.**

(a) The city council, annually, at the organizational meeting held on the eighth day after the date of the general election, or at the second regular meeting held in November if there is no municipal general election, shall elect from among its members, a deputy mayor. In the absence, incapacitation, or disqualification of the mayor, or upon the mayor's refusal to act as directed by the city council, the deputy mayor shall perform the duties of the mayor.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Elections for Deputy Mayor have been held annually in accordance with the City Charter. The Deputy Mayor selection for 2022 was at the Regular City Council meeting held on November 22, 2022.

RECOMMENDED MOTION:

Annual Appointment of the Deputy Mayor.

Legislation Details (With Text)

File #:	23-711	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/7/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	Approve the time change for the upcoming Cocoa/Rockledge Holiday Parade on December 9, 2023. (Communications & ED Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 7, 2023
Agenda Date: November 28, 2023
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Samantha Senger, Director of Communication and Economic Development
Requested Action:
Approve the time change for the upcoming Cocoa/Rockledge Holiday Parade on December 9, 2023.

BACKGROUND:

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

Events:

Original Street closure
Cocoa Rockledge Holiday Parade, December, 9th, 2023 (11:00am - 9:00 pm)
Brevard Ave.: beginning at the southerly city limit to Maryland Ave.
Maryland Ave.: between Brevard Ave. and Delannoy Ave.
Delannoy Ave.: between Maryland Ave. and SR 520
Harrison St.: between Delannoy Ave. and Riveredge Blvd.
Total Closure - One Day

Requested Street Closure Change

Cocoa Rockledge Holiday Parade, Saturday, December, 9th, 2023 (8:00am - 1:00 pm)
Brevard Ave.: beginning at the southerly city limit to Maryland Ave.
Maryland Ave.: between Brevard Ave. and Delannoy Ave.
Delannoy Ave.: between Maryland Ave. and SR 520
Harrison St.: between Delannoy Ave. and Riveredge Blvd.
Total Closure - One Day

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

This is a new request.

RECOMMENDED MOTION:

Approve the time change for the upcoming Cocoa/Rockledge Holiday Parade on December 9, 2023.

Legislation Details (With Text)

File #:	23-736	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	11/15/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	Consider the reappointment of Wesley Park as a member of the Planning & Zoning Board through November, 2026. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-1-23 Park Intent to Reapply.pdf Planning Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2023
Agenda Date: November 28, 2023
Prepared By: Lori Chabot, Recording Secretary
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Wesley Park as a member of the Planning & Zoning Board through November, 2026.

BACKGROUND:

Mr. Park began serving as a Planning & Zoning Board member January, 2023 fulfilling the unexpired term of Al Washington and is requesting reappointment. He currently meets all requirements to sit on a City board. If he is reappointed, his term would be through November, 2026.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council appoints and reappoints members to City boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the reappointment of Wesley Park as a member of the Planning & Zoning Board through November, 2026.

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8488 I Fax: (321) 433-8455

November 1, 2023

Mr. Wesley Park
1112 Abington St.
Cocoa, FL 32922

Dear Mr. Park:

Your term of office on the Planning and Zoning Board will expire on November 30, 2023. I plan to place this item on the November 28, 2023 City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. If you do seek reappointment, I would appreciate it if you could complete the enclosed form and return it to me.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Monica Arsenault
Interim City Clerk

Enclosures: as stated

In response to inquiry by the Office of the City Clerk, I, Wesley Park

__✓__ seek reappointment

_____ do not seek reappointment

as a member of the Planning and Zoning Board for the City of Cocoa for a three-year term.

Sincerely,

Wesley Park

Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Planning & Zoning Board	Meets First Wednesday Every Month @ 6pm		Expirations in November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
~~Chris Bankhead (2/3 non-resident)~~ ~~Fulfilling Susan Mock's term~~ **VACANCY**	~~842 Egret Rd., Cocoa, FL 32926~~ ~~(Owns property at 102 Riverside Dr., Cocoa, FL 32922)~~ ~~pdbankhead@gmail.com~~	~~321-704-3141~~	~~01/23 Appointed~~	~~2023~~
Wesley Park Fulfilling Al Washington's term	1112 Abington St., Cocoa, FL 32922 Wesley.n.park@gmail.com	321-298-4943	01/23 Appointed	2023
Veronica Lopez-Velez (Replaced Trina Gilliam)	571 Cressa Cir. Cocoa, FL 32926 Ronilope011@gmail.com	407-498-8510 (cell)	12/21 Appointed	2024
Ron Chabot Fulfilling Marilyn Green's term	2114 Clairemont Dr. Cocoa, FL 32922 Ron982@msn.com	321-403-3861	01/23 Appointed	2024
~~Michael Dobrin~~ **VACANCY**	~~100 Riverside Drive #406, 32922-7864~~ ~~MIKE-CONNIE@oleanderpointe.com~~	~~637-0884~~	~~11/20 Reappointed~~ ~~11/17 Reappointed~~ ~~10/14 Reappointed~~ ~~10/11 Reappointed~~ ~~11/08 Reappointed~~ ~~4/06 Appointed to fill unexpired term~~	~~2023~~
Aleck Greenwood	PO Box 1077 Cocoa, FL 32923 Agreenwood2@cfl.rr.com	321-917-3770	12/22 Reappointed 08/2022 Appointed as Regular member (fulfilling term of J. Blanco) 01/2019 Appointed	2025
Marcus Wheeler	709 Ixora Ave. Cocoa, FL 32922 lushorn@gmail.com	321-271-9871	01/23 Appointed	2026
Justin Simpson	2515 Stanford Dr. Cocoa, FL 32926 Justin.darrell.simpson88@gmail.com	907-347-1003	05/2021 Appointed	2024
Todd Anderson (1/3 non-resident)	6570 Pleasant Ave., Cocoa, FL 32927 toddpanderson@yahoo.com	403-7595 (cell)	01/23 Reappointed 02/2020 Appointed 11/16 Reappointed 1/28/14 appointed (to fill vacancy	2025

			left by Stephenson)	
MerryBeth Burgess- 1st Alternate	19 Parkway Street Cocoa, FL 32922 merrybethburgess@rocketmail.com	404-683-0560 home/cell	01/2022 Appointed	No expiration
Katherine Stewart- 2nd Alternate	5261 Talbot Blvd., Cocoa, FL 32926 Katherineann_s@yahoo.com	267-226-2284	01/23 Appointed	No expiration
~~Debbie Joyce (Non-Voting Member)~~ **VACANCY**	~~3231 Nottingham Ln., Cocoa, FL 32926~~ ~~Debbie32926@brighthouse.com~~ ~~Debbie3231nl@outlook.com~~	~~321-338-2047~~	~~03/2020~~ ~~Appointed~~	~~No expiration~~
LIAISON	Councilman Hearn	474-1189	Updated 1/23	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Lori Chabot	433-8491		

Legislation Details (With Text)

File #:	23-657	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	10/12/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	

Title: Authorize the City Manager to negotiate the sale of City of Cocoa asset 9518 T32, a 2015 Sutphen SPH-100 Tower Ladder Truck, through Sourcewell Contract 120921-BLE; Authorize a Budget Amendment to receive revenue from the sale of SPH-100; Approve a Resolution Amending the FY24 Budget, BAF#24-026-A, and Authorize a Change Order to PO# 80739 2024 / 2025 Sutphen Heavy Duty Monarch Pumper Rescue Truck and convert this truck to a 2024 / 2025 Sutphen SL75 Aerial Heavy-Duty Pumper Rescue Truck. (Interim Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
2011 247 Aerial Tower.pdf
Cocoa FD Tower 32 Aerial Report (7-23).pdf
cocoa sph100 photo.pdf
SPH-100 Appraisal Sheet 2023.pdf
T32 Straight Line Depreciation Report.pdf
HS-7920 Change Order to SL75.pdf
BM Purchase offer 11-17-2023.pdf
120921-BL Authorization Memo.pdf
Budget Resolution FY 2023-139 ADA Compliant.pdf
BAF 24-026-A-PW-SOURCEWELL - TOWER TRUCK (11-28-23) AGENDA 23-657.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 1, 2023
Agenda Date: November 28, 2023
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, P. E., Public Works Director / City Engineer
Requested Action:
Authorize the City Manager to negotiate the sale of City of Cocoa asset 9518 T32, a 2015 Sutphen SPH-100 Tower Ladder Truck, through Sourcewell Contract 120921-BLE; Authorize a Budget Amendment to receive revenue from the sale of SPH-100; Approve a Resolution Amending the FY24 Budget, BAF#24-026-A, and Authorize a Change Order to PO# 80739 2024 / 2025 Sutphen Heavy Duty Monarch Pumper Rescue Truck and convert this truck to a 2024 / 2025 Sutphen SL75 Aerial Heavy-Duty Pumper Rescue Truck.

BACKGROUND:

The City of Cocoa Fire Department owns and operates a 2015 Sutphen SPH-100 Tower Ladder Truck. This Apparatus has been primarily used as Fire Rescue Truck. The truck is not configured to be used as a Heavy-Duty Fire Pumper Rescue Truck. Using this truck in this operational capacity has created higher than normal repair and maintenance costs. In addition, this has led to usually high down-time. Staff researched & located a vendor that is willing to purchase the truck for $525,000 utilizing Sourcewell Contract 120921-BLE. BAF #24-026-A recognizes the proceeds from the sale of the fire truck and provides additional funding for the below.

Cocoa Fire Department needs an apparatus that is more conducive to its operational needs such as an Aerial Platform and a Heavy-duty Fire Pumper Rescue Truck (Quint). Cocoa Fire has a second Heavy-duty Pumper Rescue Truck on order. That truck, however, has not been built by the manufacturer. Staff is recommending that the 2015 Sutphen SPH-100 be sold and the proceeds from the sale ($525,000) be used to purchase a truck that would be more versatile and more in line with Cocoa Fire operational needs, i.e. a 2024/2025 Sutphen SL75 Aerial Heavy-duty Fire Rescue Truck. A change order to the existing purchase order is necessary to account for the change in pricing. However, the proceeds from the sale of the existing fire truck are insufficient & it is necessary to fund the balance of $127,875 from unassigned fund balance on BAF #24-026-A.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$525,000 Sales Revenue
Account Number	001-0000-364.00-00
Account Name	Miscellaneous Revenue - Disposition Fixed Assets

Amount Requested	$127,875
Account Number	001-0000-389.99-50
Account Name	Fund Balance

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

Change Order Amount $652,875_

Original Purchase Order 80739
Original P.O. Amount $847,125 (AFBP22) Budget provided with PO Roll

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date 0_
Total amount in change orders to date _$0

Assigned Fund Balance 2022 - $847,125 (AFBP22)
Miscellaneous Revenue (Sale of Ladder Truck) $525,000 (CA2401)
Unassigned Fund Balance $127,875 (CA2401)

Total $1,500,000 split between two project numbers

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

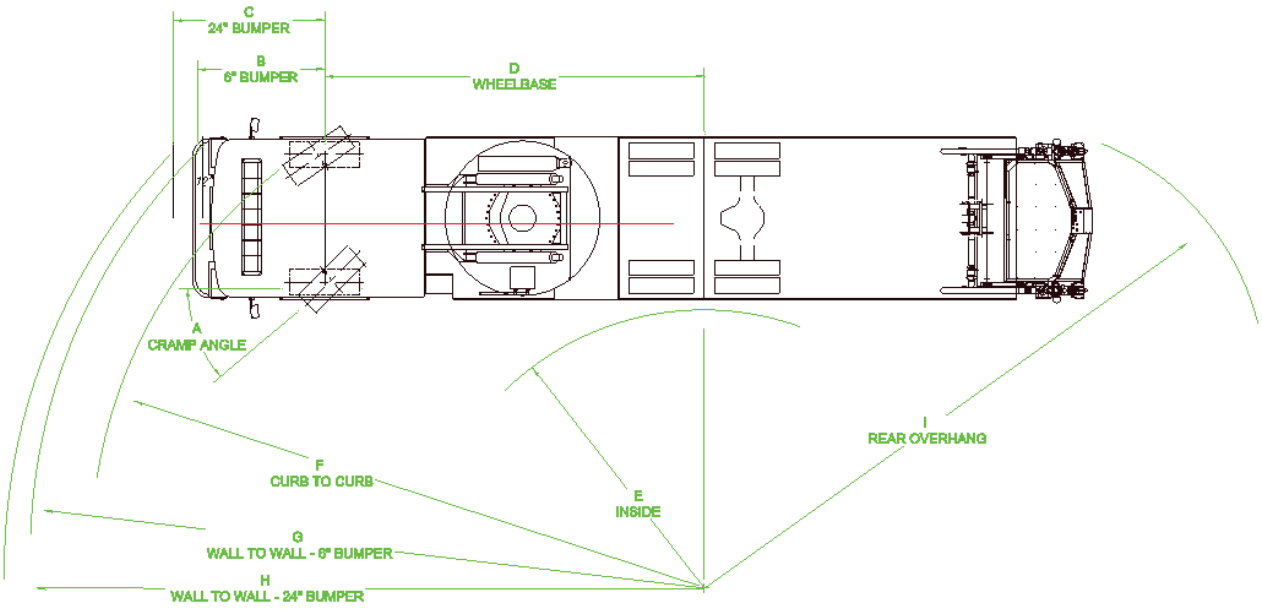
Authorize the City Manager to negotiate the sale of City of Cocoa asset 9518 T32, a 2015 Sutphen SPH-100 Tower Ladder Truck, through Sourcewell Contract 120921-BLE; Authorize a Budget Amendment to receive revenue from the sale of SPH-100; Approve a Resolution Amending the FY24 Budget, BAF#24-026-A, and Authorize a Change Order to PO# 80739 2024 / 2025 Sutphen Heavy Duty Monarch Pumper Rescue Truck and convert this truck to a 2024 / 2025 Sutphen SL75 Aerial Heavy-Duty Pumper Rescue Truck.

CTB-1510 TURNING RADIUS DATA

Aerial Tower - 247” Wheel Base

Components

Chassis Sutphen 2011 Aerial Tower



Parameters

A	Cramp Angle (maximum)	42 deg. 425 Tires
B	Front Overhang 6” Bumper	76”
C	Front Overhang 24” Bumper	94”
D	Wheelbase	247”

Calculated Results

E	Inside Turning Radius	21-11”
F	Curb to Curb	36’-9”
G	Wall to Wall 6” Bumper	40-5”’
H	Wall to Wall 24” Bumper	41-8”’
I	Rear Overhang Swing	35’-6”

Cramp Angle may vary due to vehicle configuration.
Curb to Curb based on a 9” curb

Job Number: BL4173-41207264 Inspection Date: July 18, 2023

Fire Department: Cocoa Fire Department / Cocoa Fleet Services
Address: 301 Shearer Blvd., Cocoa, Fl.

Persons Contacted: Tony Jones
Chief:
Operator: Wayne & Jeremiah

Manufacturer: Sutphen Corporation
Year of Manufacture: 2015
Chassis:
Manufacturer: Sutphen Corporation
Chassis S/N: 1S9A3JNE7E1003119
Aerial S/N: HS-5478
Engine:
Manufacturer: Cummins
Model Number: ISX
GVW:
Front: 23,000
Rear: 26,000
Rear Tandem: 26,000
Weather Conditions:
Temperature: 89 Degrees
Wind: 5 MPH

Model Number: SPH-100' Platform
Unit:
Number: Tower 32
Mileage: 49,103
Hour Meter Reading: Eng: 12,196.5 Aerial: 677.5
Transmission:
Manufacturer: Allison
Model Number: EVS4000
Platform:
Type: 100 ft. Mid Mount Platform
Material: Aluminum

Inspector: Wayne T. Fister, NDT Level II

			Accept	See Notes	N/A
1.0	**Service Records**				
	1.1	The telescopic platform's service records shall be checked for any reports that may indicate defective conditions.	☐	☐	☒
2.0	**Rotation Bearing Mounting Bolts**				
	2.1	Inspect all accessible bolts for proper grade and installation as specified by the apparatus manufacturer.	☒	☐	☐
	2.2	Using a properly calibrated torque wrench, verify that the bolt torque on all accessible bolts meets the apparatus manufacturer's specifications.	☒	☐	☐
NDT	2.3	Inspect all accessible bolts for internal flaws.	☐	☐	☒
3.0	**Torque Box Mounting To Frame**				
	3.1	If the torque box is bolted to the frame, inspect all accessible bolts for proper grade and installation as specified by the apparatus manufacturer.	☒	☐	☐
	3.2	Using a properly calibrated torque wrench, verify that the torque on all accessible bolts meets the apparatus manufacturer's specification, if the torque box is bolted to the frame.	☒	☐	☐
	3.3	If the torque box is welded to the frame, visually inspect all accessible attaching welds for fractures.	☐	☐	☒
NDT	3.4	If the torque box is bolted to the frame, inspect all bolts for internal flaws. If the torque box is welded to the frame, inspect all accessible attaching welds.	☐	☐	☒
4.0	**Tractor-Drawn Components Mounted to Frame**				
	4.1	If tractor-drawn components are bolted to the frame, the mounting of the tractor-drawn components to the frame shall be inspected as follows:			
		4.1.1 Inspect all accessible bolts for proper grade and installation as specified by the apparatus manufacturer.	☐	☐	☒
		4.1.2 Using a properly calibrated torque wrench, verify that the torque on all accessible bolts meets the apparatus manufacturer's specifications.	☐	☐	☒
NDT		4.1.3 Inspect all bolts for internal flaws.	☐	☐	☒
	4.2	If tractor-drawn components are welded to the frame, the mounting of the tractor-drawn components to the frame shall be inspected as follows:			
		4.2.1 Visually inspect all accessible attaching welds for fractures.	☐	☐	☒
NDT		4.2.2 Inspect all accessible attaching welds.	☐	☐	☒
5.0	**Suspension System.**				
	5.1	If the suspension system components are bolted to the frame, the mounting of the suspension system components to the frame shall be inspected as follows:			
		5.1.1 Inspect all accessible bolts for proper grade and installation as specified by the apparatus manufacturer.	☒	☐	☐
		5.1.2 Using a properly calibrated torque wrench, verify that the torque on all accessible bolts meets the apparatus manufacturer's specifications.	☐	☐	☒
		5.1.3 Inspect all bolts for internal flaws.	☐	☐	☒

			Accept	See Notes	N/A
	5.2	If the suspension system components are welded to the frame the mounting of the suspension system components to the frame shall be inspected as follows:			
		5.2.1 Visually inspect all accessible attaching welds for fractures	☒	☐	☐
		5.2.2 Inspect all accessible attaching welds.	☒	☐	☐
6.0	**Rotation Gear And Bearing**				
	6.1	Inspect the rotation gear for missing or damaged teeth, pinion-to-gear alignment, proper lubrication and backlash.	☒	☐	☐
	6.2	Record the inner-bearing race to outer bearing race clearance, if accessible, in accordance with the bearing manufacturer's procedures, and compare the clearance to the bearing manufacturer's specifications.	☒	☐	☐
7.0	**Rotation Gear Reduction Box Mounting**				
	7.1	If the reduction box 'is bolted to the turntable inspect all bolts for the proper grade and installation as specified by the apparatus manufacturer.	☒	☐	☐
	7.2	If the reduction is bolted to the turntable, Using a calibrated torque wrench, verify that the torque on all bolts meets the apparatus manufacturer's specification.	☒	☐	☐
	7.3	Visually inspect all accessible weldments for defects and welds for fractures.	☐	☐	☒
NDT	7.4	If the reduction box is bolted to the turntable, inspect all accessible bolts for internal flaws.	☐	☐	☒
NDT	7.5	If the reduction box is welded to the turntable, inspect all accessible reduction box attaching welds.	☐	☐	☒
8.0	**Turntable Structural Components**				
	8.1	Visually inspect all accessible turntable structural weldments for defects and welds for fractures.	☒	☐	☐
NDT	8.2	Inspect all accessible turntable structural component welds.	☒	☐	☐
9.0	**Rotation Hydraulic Swivel**				
	9.1	Inspect the swivel for external hydraulic fluid leakage.	☒	☐	☐
	9.2	If applicable, check for indications of moisture in the electronic chamber by visually inspecting the desiccant moisture indicators.			
10.0	**Hydraulic Lines and Hoses in Turntable**				
	10.1	Inspect all hydraulic lines and hoses for kinks, cuts and abrasions, and hydraulic fluid leakage at connectors and fittings.	☒	☐	☐
11.0	**Elevation, Extension and Rotation**				
	11.1	Inspect the manual valve on the elevation, extension and rotation locks for external hydraulic fluid leakage.	☐	☐	☒
	11.2	Test the manual valve elevation lock for proper operation by engaging the lock and then attempting to raise and lower the ladder with the main hydraulic system operating. No detectable movement shall occur as determined by visual inspection.	☐	☐	☒
	11.3	Test the manual valve extension lock for proper operation by engaging the lock and then attempting to extend or retract the ladder with the main hydraulic system operating. No detectable movement shall occur as determined by visual inspection.	☐	☐	☒

			Accept	See Notes	N/A
	11.4	Test the manual valve rotation lock for proper operation by engaging the lock and attempting to rotate the turntable clockwise and counterclockwise with the main hydraulic system. The movement shall not exceed the manufacturer's specifications.	☐	☐	☒
12.0	**Signs**				
	12.1	Ensure that all signs are in place and legible.	☒	☐	☐
13.0	**Power Takeoff (PTO)**				
	13.1	Inspect the power takeoff for external hydraulic fluid leakage, proper operation (engagement and disengagement) and warning light inside the cab.	☒	☐	☐
14.0	**Hydraulic Pump**				
	14.1	Inspect the hydraulic pump for external hydraulic fluid leakage.	☒	☐	☐
15.0	**Collector Rings**				
	15.1	Inspect the collector rings for foreign material buildup on rings, if accessible.	☐	☐	☒
	15.2	If accessible, inspect the collector ring terminals for damage.	☐	☐	☒
	15.3	Conduct tests to ensure the proper operation of the collector rings by rotating the aerial device while electric-powered devices are in operation.	☒	☐	☐
16.0	**Elevation Cylinder Anchor Ears and Plates**				
	16.1	Visually inspect the elevation cylinder anchor ears and plates for defects and attaching welds for fractures.	☒	☐	☐
NDT	16.2	Inspect the elevation cylinder anchor ears and plate attaching welds.	☒	☐	☐
17.0	**Elevation Cylinder Pins**				
	17.1	Inspect the cylinder pins for alignment, proper installation, lubrication, operation and retention.	☒	☐	☐
NDT	17.1	Inspect cylinder pins for internal flaws.	☐	☐	☒
18.0	**Elevation Cylinders**				
	18.1	Inspect the cylinder rods for pitting, scoring and other defects.	☒	☐	☐
	18.2	Inspect the cylinder rod to barrel seal and the end gland seal for excessive external fluid leakage.	☒	☐	☐
	18.3	With the hydraulic oil at ambient temperature, subject the cylinders to a drift test by placing the aerial device at a 60 degree elevation, full extension, marking the cylinder position, closing manually operated locking valves, and allowing the device to stand for one (1) hour with the engine off. The results of such a test shall not exceed the manufacturer's specifications for allowable cylinder drift.	☒	☐	☐
19.0	**Holding Valves on Elevation Cylinders**				
	19.1	Inspect the holding valves for external hydraulic fluid leakage.	☒	☐	☐

			Accept	See Notes	N/A
20.0	**Operating Controls**				
	20.1	Inspect the operating controls for missing or damaged control handles, proper identification and hydraulic fluid leakage.	☒	☐	☐
	20.2	Verify that the controls operate smoothly, return to neutral position when released and do not bind during operation.	☒	☐	☐
	20.3	If interlocks have been provided or are required to prevent unintentional operation of the aerial device, verify that the interlocks or locking devices are operating properly.	☒	☐	☐
21.0	**Load Limit Indicators**				
	21.1	Inspect the load limit indicators for proper operation and legibility.	☐	☐	☒
22.0	**Emergency Hand Crank Controls**				
	22.1	Inspect the hand crank control for proper operation.	☐	☐	☒
23.0	**Auxiliary Hydraulic Power**				
	23.1	Inspect the auxiliary hydraulic power for proper operation.	☒	☐	☐
24.0	**Turntable Alignment Indicator**				
	24.1	Verify the presence of a turntable alignment indicator.	☒	☐	☐
25.0	**Throttle Control**				
	25.1	Verify that the throttle control is operable and record the operating RPM using a tachometer or a revolution counter (if so equipped) and a stopwatch.	☒	☐	☐
26.0	**Communications System**				
	26.1	Inspect the communication system for proper installation and proper operation.	☒	☐	☐
27.0	**Relief Hydraulic Pressure**				
	27.1	Verify that the main pump relief hydraulic pressure does not exceed the manufacturer's specifications.	☒	☐	☐
28.0	**Unit Main Frame**				
	28.1	Visually inspect the main frame for any cracks, bends, dents, twists or other weldment defects and any welds for fractures.	☒	☐	☐
NDT	28.2	Inspect all accessible main frame welds.	☒	☐	☐
29.0	**Transmission/Aerial Device Interlocks**				
	29.1	If interlocks are provided that prevent operation of the aerial device until the chassis spring brakes have been set and the transmission is properly disengaged, verify that the interlocks are operating properly.	☒	☐	☐
30.0	**Engine Speed Interlocks**				
	30.1	If interlocks are provided that allow operation of the engine speed control only after the spring brakes have been set and the transmission is properly positioned, verify that the interlocks are operating properly.	☒	☐	☐

			Accept	See Notes	N/A
31.0	**Breathing Air Systems**				
	31.1	Verify that the breathing air system is properly installed including the integrity of the air cylinder mounting, the regulator and the air lines from the air cylinder(s) to the top of the aerial device.	☒	☐	☐
	31.2	Verify that all the component parts of the system are present and in serviceable condition.	☒	☐	☐
	31.3	Visually inspect the air cylinder mounting brackets for defects and weld for fractures.	☒	☐	☐
NDT	31.4	Inspect all accessible welds on air cylinder mounting brackets.	☒	☐	☐
	31.5	Check that the air pressure regulator is set at the apparatus manufacturer's recommended pressure.	☒	☐	☐
32.0	**Stabilizer Structural Components**				
	32.1	Visually inspect all stabilizer components for defects and weld for fractures.	☒	☐	☐
NDT	32.2	Inspect all stabilizer structural component welds.	☒	☐	☐
33.0	**Stabilizer Pads**				
	33.1	Verify that the stabilizer pads are present, of proper construction and in serviceable condition.	☒	☐	☐
34.0	**Stabilizer Mounting to Frame or Torque Box**				
	34.1	Visually inspect the stabilizer to frame or torque box attachment for defects such as weld cracks, dents and bends.	☐	☐	☒
NDT	34.2	If welded, inspect the stabilizer to frame or torque box mounting welds.	☐	☐	☒
	34.3	If bolted, inspect all bolts for proper fastener grade and installation as specified by the apparatus manufacturer.	☒	☐	☐
	34.4	Verify that the torque on all bolts meets the apparatus manufacturer's specification using a properly calibrated torque wrench.	☒	☐	☐
NDT	34.5	Inspect all bolts for internal flaws.	☐	☐	☒
35.0	**Hydraulic Lines And Hoses In Stabilizer System**				
	35.1	Inspect the hydraulic hose lines for kinks, cuts and abrasions and leakage at connector and fittings.	☒	☐	☐
36.0	**Stabilizer Interlock and Warning Device**				
	36.1	Verify that the interlock system is operating properly.	☒	☐	☐
37.0	**Stabilizer Extension Cylinder Pins and Hinge Pins**				
	37.1	Inspect all stabilizer cylinder pins and hinge pins for proper installation, lubrication, operation and retention.	☒	☐	☐
NDT	37.2	Inspect all stabilizer pins and hinge pins for internal flaws.	☒	☐	☐

		Accept	See Notes	N/A
38.0	**Stabilizer Extension Cylinder**			
38.1	Inspect the stabilizer extension cylinder rods for pitting and scoring and other defects.	☒	☐	☐
38.2	Inspect the cylinder rod to barrel seal and the end gland seal for excessive external fluid leakage.	☒	☐	☐
38.3	With the hydraulic oil at ambient temperature, and with the stabilizer's cylinders properly set, measurements shall be taken to determine the amount of drift present in one (1) hour with the engine off. The results shall not exceed the manufacturer's specifications for allowable stabilizer cylinder drift.	☒	☐	☐
39.0	**Holding Valves On Extension Cylinders**			
39.1	Inspect the holding valves for external leakage.	☒	☐	☐
40.0	**Operating Controls**			
40.1	Verify that the controls operate smoothly, return to the neutral position (if designed to do so) when released, do not bind during operations and are free of hydraulic fluid leakage.	☒	☐	☐
40.2	If interlocks have been provided or are required to prevent unintentional operation of the aerial device, verify that the interlocks or locking devices are operating properly.	☒	☐	☐
41.0	**Diverter Valve**			
41.1	Inspect the diverter valve for external hydraulic fluid leakage.	☒	☐	☐
42.0	**Positive Stops And Alignment**			
42.1	Inspect the mechanical stabilizers for proper operation of the positive stops to prevent over extension	☐	☐	☒
43.0	**Stabilizer Deployment**			
43.1	If the stabilizer system is hydraulically operated, verify that the system can be deployed within the 90 seconds.	☒	☐	☐
44.0	**Manual Spring Locks**			
44.1	Inspect the condition and operation of stabilizer manual spring locks for stowed power.	☐	☐	☒
45.0	**Tractor Spring Lockout Device**			
45.1	Inspect the spring lockout device for any discontinuities and for proper operation.	☐	☐	☒
46.0	**Aerial Ladder Weldments**			
46.1	Visually inspect all accessible aerial ladder weldments for defects and welds for fractures.	☒	☐	☐
46.2	Inspect all accessible welds on the ladder.	☒	☐	☐
47.0	**Aerial Ladder Fasteners**			
47.1	All aerial ladder structural fasteners and fastened connections shall be visually inspected for cracked fasteners and material cracks around the fasteners.	☒	☐	☐

			Accept	See Notes	N/A
48.0	**Ladder Section Alignment**				
	48.1	Measurements shall be taken to determine the amount of ladder section twist or bow in the aerial ladder. Results shall not exceed manufacturer's specification for allowable ladder section twist, bow or side play.	☒	☐	☐
49.0	**Hydraulic, Pneumatic and Electrical Lines In Ladder Sections**				
	49.1	Inspect all lines for proper mounting, wear, cracking, kinks and abrasions. Frame designated by the aerial device manufacturer.	☒	☐	☐
50.0	**Modifications or Unauthorized Repairs**				
	50.1	Inspect the aerial ladder for modifications or repairs unauthorized by the manufacturer.	☒	☐	☐
51.0	**Top Rails**				
	51.1	Inspect the top rails for straightness or any signs of misalignment.	☒	☐	☐
NDT	51.2	Hardness reading shall be taken intervals of 28" (710mm) or less along the entire length of both top rails of aluminum ladders. Results of this test shall be compared with the manufacturer's specifications for the hardness of the material used for construction of the top rail.	☐	☐	☒
52.0	**Base Rails**				
	52.1	Inspect the base rail for straightness and any signs of wear, ironing, dents and corrosion.	☒	☐	☐
	52.2	Inspect the bottom of all hollow I-beam base rails to determine the thickness of the rail. Results shall be not less than the manufacturer's minimum specifications.	☐	☐	☒
	52.3	Hardness reading shall be taken intervals of 28" (710mm) or less along the entire length of both base rails of aluminum ladders. Results of this test shall be compared with the manufacturer's specifications for the hardness of the material used for construction of the base rail.	☐	☐	☒
53.0	**Rungs**				
	53.1	Inspect all rungs of the aerial ladder for straightness, damaged or loose rung covers and rung cap castings, and signs of cracks or missing rivets, if applicable.	☒	☐	☐
54.0	**Rollers**				
	54.1	Inspect all rollers for proper lubrications, operation and any signs of wear.	☐	☐	☒
55.0	**Guides, Wear Strips, Pads And Slide Blocks**				
	55.1	Visually inspect the guides for cracked welds; lose rivets alignment and any irregularities. Inspect wear strips, pads and slide blocks for wear, gouging and proper mounting.	☒	☐	☐
56.0	**Extension Sheaves**				
	56.1	Inspect all sheaves for signs of wear, free movement during operation, proper retainers and lubrication.	☒	☐	☐
	56.2	Visually inspect all extension sheave mounting brackets for defects and welds for fractures.	☒	☐	☐
	56.3	Inspect all welds of extension sheave mounting brackets.	☒	☐	☐

		Accept	See Notes	N/A
57.0	**Extension Cables**			
57.1	Inspect extension/retraction cables to assure proper tension in accordance with manufacturers recommendations.	☒	☐	☐
58.0	**Extension/Retraction Motor**			
58.1	Inspect the extension/retraction motor for signs of external hydraulic fluid leakage and, where applicable, brake wear, and brake alignment with the shaft.	☐	☐	☒
59.0	**Cable Separation Guide**			
59.1	During operation of the aerial ladder, visually inspect the cable separation guide for free travel and any signs of misalignment.	☐	☐	☒
60.0	**Winch Holding Capacity**			
60.1	Inspect the winch for holding capacity by fully elevating the aerial ladder and extending it 10 feet (3 m). Winch slippage shall be measured for a five-minute period. Slippage shall not exceed manufacturer's specification.	☐	☐	☒
61.0	**Brake Holding Capacity**			
61.1	Inspect the brake holding capacity of the extension motor by fully elevating the aerial ladder and extending it 10 feet (3m). Brake slippage shall be measured for a five-minute period. Slippage shall not exceed manufacturer's specification.	☐	☐	☒
62.0	**Extension And Elevation Indicators**			
62.1	Inspect the elevation and extension indicators for legibility, clarity and accuracy.	☒	☐	☐
63.0	**Ladder Cradle**			
63.1	Inspect the aerial ladder cradle for wear and proper alignment.	☒	☐	☐
64.0	**Ladder Bed Lock**			
64.1	Inspect the ladder bed lock mechanism and hydraulic lines for proper mounting, signs of wear and hydraulic fluid leakage at fittings.	☐	☐	☒
65.0	**Stop Mechanism**			
65.1	Inspect stop mechanisms to ensure that they prevent over extension or over retraction of the aerial ladder.	☒	☐	☐
66.0	**Maximum Extension Warning Device**			
66.1	During operation of the aerial ladder, verify the proper operation of the audible device to warn of the approach to maximum extension.	☐	☐	☒
67.0	**Ladder Illumination**			
67.1	Inspect the operation of the lights that are used to illuminate the aerial device.	☒	☐	☐
68.0	**Extension Cylinder Anchor Ears and Plates**			
68.1	Visually inspect the extension cylinder anchor ears and plates for defects and the attaching welds for fractures.	☒	☐	☐
68.2	Inspect the attaching welds of the extension cylinder anchor ears and plates.	☒	☐	☐

			Accept	See Notes	N/A
69.0	**Extension Cylinder Pins**				
	69.1	Inspect the cylinder pins for proper installation and retention.	☒	☐	☐
	69.2	Inspect the cylinder pins for internal flaws.	☐	☐	☒
70.0	**Extension Cylinder(s)**				
	70.1	Inspect the cylinder rods for pitting, scoring and other defects.	☒	☐	☐
	70.2	Inspect the cylinder rod to barrel seal and the end gland seal for excessive external fluid leakage.	☒	☐	☐
	70.3	With the hydraulic oil at ambient temperature, subject the cylinder(s) to drift by placing the aerial device at a 60 degree elevation, full extension, marking the cylinder piston or the second section in relation to the base section, and allowing the ladder to stand for one hour with the engine off. The results shall not exceed the manufacturer's specifications for allowable cylinder drift.	☒	☐	☐
71.0	**Holding Valves on Extension Cylinder**				
	71.1	Inspect the holding valves for external and internal hydraulic fluid leakage.	☒	☐	☐
72.0	**Platform Mounting Brackets**				
	72.1	Visually inspect all platform mounting brackets for defects such as weld cracks, dents or bends.	☒	☐	☐
NDT	72.2	Inspect all welds in the platform mounting brackets.	☒	☐	☐
NDT	72.3	Inspect all bolts and pins structurally involved with the platform mounting to the ladder or boom for internal flaws.	☐	☐	☒
73.0	**Platform**				
	73.1	Visually inspect platform for defects, such as weld cracks, dents, or bends.	☒	☐	☐
NDT	73.2	Inspect all welds on platforms.	☒	☐	☐
74.0	**Hydraulic, Pneumatic, and Electrical Lines in Platform**				
	74.1	Inspect all lines for proper mounting, wear, cracking, kinks, and abrasions.	☒	☐	☐
75.0	**Auxiliary Winch Mounting**				
	75.1	Inspect all mounting bolts for proper grade and installation as specified by the apparatus manufacturer.	☐	☐	☒
	75.2	Using a calibrated torque wrench, verify that the torque on all winch mounting-bolts meets the apparatus manufacturer's specifications.	☐	☐	☒
	75.3	If welded, visually inspect the winch mounting for weld fractures.	☐	☐	☒
NDT	75.4	Inspect the mounting bolts for internal flaws.	☐	☐	☒
NDT	75.5	If brackets are welded, inspect all welds on mounting brackets.	☐	☐	☒
76.0	**Winch Control**				
	76.1	Inspect controls for proper identification as to function and operation.	☐	☐	☒
	76.2	Verify smooth operations of the winch controls.	☐	☐	☒
77.0	**Platform Load Capacity Identification**				
	77.1	Verify that the proper platform capacity identification plate exists and is legible.	☒	☐	☐

			Accept	See Notes	N/A
78.0	**Platform Gate Latches And Hinge Points**				
	78.1	Inspect the platform gate latches for proper alignment and the latch and hinges for smooth operation.	☒	☐	☐
79.0	**Platform Hinge Pins**				
	79.1	Inspect platform hinge pins for proper installation, lubrication, and any irregularities.	☒	☐	☐
NDT	79.2	Inspect the platform's hinge pins for internal flaws.	☐	☐	☒
80.0	**Platform Controls**				
	81.1	Inspect the platform operating controls for identification of functions, posted operating instructions, and warnings.	☒	☐	☐
	81.2	Verify that the controls operate smoothly, return to neutral when released, and do not bind during operation.	☒	☐	☐
	81.3	Verify that the turntable or lower controls will over-ride the platform controls.	☒	☐	☐
82.0	**Unauthorized Modifications And Added Weight**				
	82.1	Verify that no unauthorized modifications or extra equipment have been added to the platform without subtracting the weight of such from the platform net operation capacity.	☒	☐	☐
83.0	**Platform Monitor And Nozzle**				
	83.1	Inspect the complete operation of the platform monitor and nozzle.	☒	☐	☐
	83.2	Inspect the monitor's mounting brackets for any defects and welds for fractures.	☒	☐	☐
84.0	**Platform Leveling Cylinders**				
	84.1	Inspect the cylinder rod(s) for pitting, scoring, and other defects.	☒	☐	☐
	84.2	Inspect the cylinder rod to barrel seal and the end gland seal for excessive external hydraulic fluid leakage.	☒	☐	☐
	84.3	Visually inspect the leveling system for proper installation.	☒	☐	☐
	84.4	Visually inspect the mounting of the leveling system for defects and welds for fractures.	☒	☐	☐
	84.5	Inspect all welds for mounting of the leveling system.	☒	☐	☐
	84.6	Inspect all leveling cylinder pins for any internal flaws.	☐	☐	☒
	84.2	Inspect the cylinder pins for internal flaws.	☐	☐	☒
85.0	**Operational Tests From Lower Controls**				
	85.1	With engine speed set to allow maximum speed as permitted by the manufacturer, the elevating platform shall be operated in all positions, as ground controls. The operation of the elevating platform shall include, but not be limited to , movement of the platform basket from ground to maximum elevation as well as revolving the platform basket 360 degrees to the left and to the right while the unit is at its maximum horizontal reach.	☒	☐	☐
	85.2	The boom should operate without any improper or unusual motion or sound.	☒	☐	☐
	85.3	All safety devices shall operate properly.	☒	☐	☐

		Accept	See Notes	N/A
85.4	All controls shall operate smoothly, return to the neutral position when released, and not bind during operation.	☒	☐	☐
85.5	If equipped with a spirit level, check the level for accuracy and legibility.	☒	☐	☐
85.6	For telescoping elevation platforms, rollers, slides, and sheave wheels shall demonstrate proper alignment, function, and free operation.	☒	☐	☐
85.7	A complete cycle of elevating platform operation shall be carried out after starting the engine, setting the stabilizers, and transmitting power to the platform booms or sections.	☒	☐	☐
85.8	Operating the machine from the lower control station, the elevating platform shall be raised out of the bed, extended to full specified height, and rotated through a 90-degree turn. This shall be completed smoothly and without undue vibration within the manufacturer's recommended time.	☒	☐	☐
85.9	The elevating platform shall be retracted, and the turntable rotation completed through 360 degrees. The elevating platform shall be lowered to its bed and a thorough inspection made of all moving parts. Special attention shall be given to the platform leveling system.	☒	☐	☐
85.10	The test shall, demonstrate successful operation of all elevating platform controls.	☒	☐	☐
86.0	**Operational Tests From Platform Controls**			
86.1	With engine speed set to allow maximum speed as permitted by the manufacturer, the elevating platform shall be operated in all positions, as allowed by the manufacturer, with only one operator in the platform basket operating from the platform control station. The operation of the elevating platform shall include, but not be limited to, moving the platform from ground to maximum elevation, as well as rotating the platform a minimum of 30 degrees and returning to the starting point in the opposite direction while the aerial device is at its maximum horizontal extension.	☒	☐	☐
86.2	All safety devices shall operate properly.	☒	☐	☐
86.3	The platform basket deactivation control, from the ground or lower controls shall be demonstrated to operate properly.	☒	☐	☐
86.4	The platform basket shall level properly as the booms are moved through all allowable positions.	☒	☐	☐
86.5	The mechanical override on a hydraulically leveled elevation platform basket shall operate properly during emergency lowering of the boom without hydraulic power.	☒	☐	☐
87.0	**Load Test**			
87.1	With the unit located on a hard level surface and allowing sufficient room for unrestricted boom movements, a stability and structural test shall be performed. This shall determine the elevating platform's ability to perform properly while carrying rated capacity loads in the platform basket.	☒	☐	☐
87.2	The unit shall be properly stabilized according to the manufacturer's recommendation.	☒	☐	☐

		Accept	See Notes	N/A
87.3	The platform basket shall be placed near the ground and loaded to the manufacturer's rated payload capacity. Care shall be exercised to assure that the weight of equipment added to the platform basket after delivery is subtracted from the weight of the test load being added. The platform basket load shall be properly secured.	☒	☐	☐
87.4	This unit shall be operated from the lower controls through all allowable phases of operation. The manufacturer's operational limits shall not be exceeded.	☒	☐	☐
87.5	The stabilizers shall show no evidence of any instability. If instability is observed, testing shall cease and the apparatus shall be repositioned or the manufacturer notified.	☒	☐	☐
87.6	All boom movements shall exhibit no abnormal noise, vibration, or deflection.	☒	☐	☐
87.7	The platform basket shall level properly as the booms are moved through all allowable positions.	☒	☐	☐
87.8	At the conclusion of the load test, weld joints at stabilizer structure, stabilizers, frame, main frame, frame reinforcements, turntable, cylinder anchors, boom joints, leveling system, platform basket, and pivot pin bosses shall be inspected and shall show no signs of deterioration.	☒	☐	☐

88.0 Waterway System Test

NOTE: The following examination and test shall apply only to permanently piped aerial platform pipes.

88.1	The waterway system shall be inspected for proper operation of all components. It shall be free of rust, corrosion, other defects, or blockage.	☒	☐	☐
88.2	The waterway attaching brackets shall be inspected for loose bolts, weld fractures or other defects.	☒	☐	☐
88.3	Inspect all attaching welds.	☒	☐	☐
88.4	Pressure Test (Turntable Swivel) The aerial platform shall be positioned between 0 and 10 degrees elevation and fully retracted. The water system shall be filled with water and the valve at the discharge end closed. If there is not a valve at the discharge end, a valve shall be attached for the purpose of this test. NOTE: For safety reasons, all air must be removed from the system. The pressure on the system shall be raised to the water system manufacturer's maximum rated working pressure and maintained for the duration of the test. The aerial platform shall be raised to full elevation and rotated 360 degrees. The water system, including the turntable swivel, shall be checked for leaks. Care shall be taken not to overheat the water pump.	☒	☐	☐

		Accept	See Notes	N/A
88.5	Pressure Test (Waterway Seals) The aerial platform shall be positioned between 0 and 10 degrees elevation and extended to its maximum permissible limit. The water system shall be filled with water and the valve at the discharge end closed. If there is not a valve at the discharge end, a valve shall be attached for the purpose of this test. NOTE: For safety reasons, all air must be removed from the system. The pressure on the system shall be raised to the water system manufacturer's maximum rated working pressure and maintained for the duration of the test. The entire length of the water system shall be checked for leaks. Care shall be taken to not overheat the water pump. The water system shall operate properly and with an absence of leaks during these tests.	☒	☐	☐
88.6	Pressure Gauge If the waterway system is equipped with a water pressure gauge(s), each water pressure gauge shall be checked for accuracy. Pressure gauges shall be checked at least 3 points, including 100 psi, 150 psi, and 200 psi. Any gauge that reads off by more than 10 psi shall be repaired or replaced.	☒	☐	☐
88.7	Relief Valve If the waterway system is equipped with a relief valve, this relief valve shall be checked to verify that it is operational at the waterway manufacturer's recommended pressure setting.	☒	☐	☐

Data Records

1. Rotation Bearing Mounting Bolts: Bolt Grade: 8 Size: 3/4“ Torque: 225 Ft. lbs.
2. Torque Box Mounting to Frame: Bolt Grade: Huck Bolts Size: Riveted“ Torque: n/a Ft. lbs.
3. Rotation Gear and Bearing: Backlash: .100" - .120" Bearing Race Clearance: .020" - .025"
4. Pinion to Bullgear Horizontal Alignment:
5. Rotation Gear Reduction Box: Bolt Grade: 8 Size: 1/2“ Torque: 85 Ft. lbs.
6. Elevation Cylinders Drift: Left: 1/16“ Right: 1/16“
7. Relief Hydraulic Pressure: 2300 PSI Down: 1000 PSI Retract: 2300 PSI Extension: 1950 PSI
8. Breathing Air Pressure Regulator Setting: 0 PSI Air Bottle(s): 4000 PSI
9. Stabilizer Mounting Bolts: Bolt Grade: 8 Size: 1“ Torque: 550 Ft. lbs.
10. Stabilizer Cylinders Drift: LF: 0” RF: 0” LM:n/a” RM: n/a” LR: 0“ RR: 0“
11. Ladder Section Twist: Base: n/a 2nd: n/a 3rd: n/a 4th: n/a 5th:n/a Total: n/a
12. Ultrasonics Test: All Pins: Accept: ☐ See Notes: ☐ N/A: ☒ All Bolts: Accept ☐ See Notes ☐ N/A ☒
13. Welds Inspected - NDT: Stabilizers: accepted Turntable: accepted Aerial Sections: accepted
14. Top Rail Hardness Min/Max: Base n/a 2nd n/a 3rd n/a 4th n/a 5th n/a
15. Base Rail Hardness Min/Max: Base n/a 2nd n/a 3rd n/a 4th n/a 5th n/a
16. Extension Winch Drift: n/a Extension Winch Motor Brake Drift: n/a
17. Extension Cylinder Drift: Left: 1/8“ Right: 1/8“
18. NFPA Time Test: 112 Seconds
19. Waterway Relief Valve Settings: 150 & 230 PSI
20. Base Rail Thickness Readings: Min: Base n/a “ 2nd n/a “ 3rd n/a “ 4th n/a “ 5th n/a “
    Max: Base n/a “ 2nd n/a “ 3rd n/a “ 4th n/a “ 5th n/a “
21. Platform Rated Capacity: 1000 Lbs.
22. High Speed: 1400 RPM
23. Up 55 Sec. 1700 PSI CC 99 Sec. 1300 PSI
    Out 64 Sec. 1700 PSI C 85 Sec. 1400 PSI
    In 64 Sec. 1900 PSI Down 56 Sec. 1500 PSI

NDT Equipment

Magnetic Particle		
Code/Specification ASTM-E709	Procedure 100-MT-002 Rev. 8	Acceptance Criteria AWS D1.1

Material & Thickness: Steel/Various	**Medium**	**Technique**
Magnetizing	☒ Visible ☒ Dry	☐ AC ☒ DC
Manufacturer: Parker	Color: Yellow	☒ Yoke [Spacing: 2"-6"]
Model: B100	Type: 2	☒ Continuous ☐ Residual
Serial No: 9924	Batch 15A001	White Light Source: Flashlight
Cal. Due Date: 8-29-23	Pre/Post Clean Method: SKC-S	Other Equipment:

Liquid Penetrant		
Code/Specification ASTM E165	Procedure 100 PT-004 Rev. 8.1	Acceptance Criteria AWS D1.2

	Manufacturer	**Type**	**Batch Number(s)**	**Application Method**	**Process Time (minutes)**
					Pre-clean Dry Time: 10
Cleaner:	Magnaflux	SKC-S	18L05K	Sprayed	Penetrant Dwell Time: 10
Penetrant:	Magnaflux	SKL-SP2	18F09K	Brushed	Developer Time: 10
Developer:	Magnaflux	SKD-S2	18K06K	Sprayed	Post Clean Method: 10

Developer Form: ☐ a. Dry Powder ☐ b. Water Soluble ☐ c. Water Suspended ☒ d. Nonaqueous Wet

Ultrasonic		
Code/Specification ASTM E797	Procedure 100-UT-003 Rev. 10	Acceptance Criteria Customer

Instrument			**Setup Data**			
Model	Serial No.	Cal. Due Date	Cal. Standard:	Step Wedge	Serial No.	011798
Pocket U2	8620150957	Daily	Scan Equipment:	☐ Automatic	☒ Manual	
Transducer			Couplant:	Sonotest	Batch No.	14A026
Frequency	Size	Serial No.	Cable Type:	Coaxial		
5 MHZ	3/8"	628	Cable Length:	5'		

Visual			
Code/Specification AWS D1.1 / AWS D1.2	NDT Procedure 100-VT-004 Rev. 4 / 100-VT-005 Rev. 0		Acceptance Criteria AWS D1.1 / AWS D1.2
Material Steel / Aluminum	Weld Process Various	Temp. Gun Serial No. 170975352	Temperature 68-84
Technique ☒ Direct Visual ☐ Remote Visual	Surface Condition As Welded / Smooth	Visual Aids ☐ Yes ☒ No	Supplemental Lighting ☒ Yes ☐ No
Access within 24" & 30° ☒ Yes ☐ No	1/32" Line/Simulated Imperfections Used ☒ Yes ☐ No	Dimensional Aids ☐ Yes ☒ No	Light Meter Serial No. 170975606

½" Torque Wrench S/N & Cal. Due Date	¾" Torque Wrench S/N & Cal. Due Date	Dial Indicator S/N & Cal. Due Date
DMD20433 4-3-24	DLG79482 4-3-24	TSM329 4-3-24

Technician Name & Level	Customer (if applicable):	Reviewed By (if applicable):
Wayne T. Fister, Level II		

Inspection Notes: Page #1

Item	Category	Comment
#1	C	The turntable rotation gear teeth are dry / rusting and should be lubricated.
#2	C	When lowering the aerial, the platform's leveling system does not keep the platform level. This problem should be determined and repaired.
#3	I	The cab's left tilt cylinder is leaking.
#4	C	The cab's right cylinder to the leaf springs is leaking oil and should be repaired.
#5	C	The aerial's extension hydraulic relief valve is set too high at 1950 psi and should be set to 1700 psi.
#6	C	The breathing air pressure regulator is set too low at 0 psi and should be set at 100 psi.
#7		

Categories:

R = **Required Items:** Items that do not meet Mistras specifications, manufacturer's specifications and applicable NFPA standards are items which Mistras mandates be repaired or replaced before issuance of an Inspection certificate.
The location of these items may be found by the general description below. Weld discontinuities, if any, are marked with felt pen at their specific location by our inspectors. Left and right, as listed, are viewed standing on the turntable looking up at the ladder.
The ladder sections are numbered from the bottom up, base assembly being 1st section, 2nd section, 3rd Section and 4th section. Rungs, vertical and diagonal support members (truss-members) on each section are numbered starting at the base of each ladder section with number one and increasing in number to the top of each ladder section.
Left and right on the vehicle chassis are viewed as left being the driver's side, and the right being the Officer's side.
Mistras will allow a maximum of sixty (60) calendar days from the date of this report for items listed under this category to be repaired or replaced. If this cannot be completed within this 60-day time frame, it is necessary that you notify our office prior to the lapse of this period at 1-800-333-8629.

C = **Recommended Items:** These are items, which we recommend be repaired, replaced or installed, or preventive maintenance procedures initiated and implemented.

I = **Informational Items:** These are items which we have found to be in noncompliance with today's standards, or items which should be checked periodically, or items listed solely for your general information.

Inspection Notes: Page #2

Item	Category	Comment

Categories:

R = **Required Items:** Items that do not meet Mistras specifications, manufacturer's specifications and applicable NFPA standards are items which Mistras mandates be repaired or replaced before issuance of an Inspection certificate.
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I = **Informational Items:** These are items which we have found to be in noncompliance with today's standards, or items which should be checked periodically, or items listed solely for your general information.

Customer: _____
Address: _____
Mfg., Year: _____
Serial #: _____
Job Number: _____
Person Contacted: _____
Unit Type: _____
Inspector: Wayne T. Fister, NDT Level II
Inspection Date: _____

Dear Mr. Kelker:

This is to certify that all items listed under "REQUIRED ITEMS" on your inspection report have been completed.

These items have been completed in accordance with the manufacturer's recommendations and the best business practices available to our department.

Signed: _____

Title: _____

IMPORTANT NOTES

1. *Enclose with the above letter, copies of all work records and invoices regarding the repair, which was conducted on the apparatus in accordance with our report.*
2. *This letter and associated documents may be sent by fax or mailed to the address located at the bottom of this page, or by email at certifyapparatus@mistrasgroup.com.*
3. *Mistras Group-Services Division will allow a maximum of sixty (60) calendar days from the date of the report for the required repairs to be made. If repairs cannot be completed within this time frame, please notify Mistras Group-Services Division at 1-800-333-8629 prior to the lapse of this period.*
4. *A Certificate of Inspection will be issued upon receipt of this signed letter and supporting documents that the corrections required by this report have been completed.*

If you have any questions, or require any additional information, please do not hesitate to contact me.

James Kelker

Operations Manager

Mistras Group-Services Division

Transportation Department


City of Cocoa
Cocoa Fire Department


Tower Co. 32


Cocoa Fire Department
32


3
2


City of Cocoa
T-32

15410 US Highway 231
Union Grove, AL 35175

Phone: (256) 776-7786
Fax: (256) 498-0924
www.FireTruckMall.com

Please complete this form to the best of your knowledge.
The more information you can provide us, the better equipped we will be in marketing your truck!

Customer Information:

Fire Department/Owner: Cocoa Fire Department Name of Contact: Tony Jones

Phone Number: 321-433-8766 Fax: _____ Email: tjones@cocoafl.gov

Where is the truck currently located (city, state): Cocoa Florida

Apparatus:

Year: 2014/15 VIN: 1S9A3JNE7E1003119 Shop Order #/ Build #: HS#5478

Chassis: Manufacturer: Sutphen Model: SPH-100 4x4 (y/n): N

Fire Body: Manufacturer: Sutphen Model: SPH-100

Aerial: Manufacturer: Sutphen Model: SPH-100 Length: 100FT

Aerial Hours: 682 Date of Last Aerial Certification: JULY 18, 2023

Mileage: 49,725 Engine Hours: 12,284 # Cab Seating: 6 # SCBA Seats: 5/30/23

Engine: Make: Cummins Model: ISX500 HP: _____ Diesel or Gas: DIESEL

Transmission: Make: Allison Model: EVS4000 Automatic or Manual: Automatic

Pump: Make: WATEROUS Model: QFLO-150 GPM: 1500 Pump and Roll (y/n): _____

Date of Last Pump Certification: JULY 2023 Foam System (make and model): None

Water Tank: Gallons: 350 Material: Plastic Foam Tank(s): 0

Discharges (number and size):

Driver's Side: 2 2in Officer's Side: 2 2in

Front: 1 1.5inch Rear: _____

Suctions (number and size):

Driver's Side: 2 6inch and 2inch Officer's Side: 6inch and 2 inch

Front: none Rear: none

Crosslays (# and size): 2 2inch Piped for Deck Gun (y/n): Y Deck Gun Included (y/n): _____

Booster Reels: None

Generator: Brand: ONAN 10RBAB Wattage: 10WK Fuel Type: Hydraulic Hours: _____

Check All that Apply:

- ☑ Electric Reels: _____
- ☑ Hydraulic Reels: _____
- ☑ Telescoping Lights: _____
- ☑ LED Lighting: _____
- ☑ Light Tower: _____
- ☐ Cascade System: _____
- ☐ Ground Ladders: _____
- ☑ Breathing Air (aerials only): _____

- ☑ Air Conditioning
- ☐ Automatic Tire Chains
- ☑ Interior EMS Cabinet
- ☐ Aluminum Hose Bed Cover
- ☑ Federal Q Siren
- ☑ Jake Brake
- ☑ Arrowstick
- ☐ Hydraulic Ladder Rack
- ☐ Pump Heat Pan

Dimensions: Length: 57ft Height: 11.9ft GVWR: 75000 Wheelbase: 247

Additional Features or Loose Equipment:

_____

_____

_____

Maintenance/Repairs Needed?

NONE Full PMI Done September 1, 2023 included change of all fluids and filler a full brake inspection

_____

Click Here for a Photo Guide to take the best pictures of your apparatus!

STRAIGHT LINE DEPRECIATION REPORT

If the current book value of the vehicle is less than the residual value, the current book value appears in red.
Please ensure you have posted previous months depreciation in End of Period applet.
You have chosen a residual value from the equipment record.
NOTE: This report only displays equipment that have a valid acquire date, a life expectancy in months greater than zero and an acquire cost greater than zero.

EQUIPMENT	MTHS OLD	ACQ DATE	RESIDUAL VALUE %	LIFE EXP MONTHS	ACQ COST	RESIDUAL VALUE	MONTHLY COST	ANNUAL COST	CURRENT
DEPARTMENT: 2201 - Fire Operations									
T32	102	04/07/2015	0.00	180	1,162,452.07	0.00	6,458.07	77,496.80	523,103.43
2201 TOTALS:									

EQUIPMENT COUNT: 1

TOTAL CURRENT VALUE: 523,103.43

REPORT TOTALS:

EQUIPMENT COUNT: 1

TOTAL CURRENT VALUE: 523,103.43

REPORT PARAMETERS:

INCLUDE OBSOLETE LOOKUP CODES:	YES
GROUP:	DEPARTMENT
DRV:	from the equipment record
EQUIPMENT NUMBER RANGE:	T32 to T32
MODEL YEAR RANGE:	ALL YEARS
ECO COMPANY RANGE:	001 to 001
DPN DEPARTMENT RANGE:	2201 to 2201
EQC EQUIPMENT CLASS RANGE:	ALL CLASSES
SHP EQUIPMENT SHOP RANGE:	ALL SHOPS
STE EQUIPMENT SITE RANGE:	ALL SITES
MAK EQUIPMENT MAKE RANGE:	ALL MAKES
MOD EQUIPMENT MODEL RANGE:	ALL MODELS
EBC EQUIPMENT BILLING CODE RANGE:	ALL BILLING CODES
EMG EQUIPMENT MONITOR GROUP RANGE:	ALL MONITOR GROUPS
STA EQUIPMENT STATUS RANGE:	ALL STATUSES
EUC EQUIPMENT USE CODE: *	ALL EQUIPMENT REGARDLESS OF USE CODE

Report Version:	20180305.1300
Script Version:	20180305.1300

* An equipment will be displayed, even when NO is selected to "Include Obsolete Lookup Codes", if it has another active usage code.

SUTPHEN

CHANGE ORDER

Customer: City of Cocoa
HS #: 7920
Number of Units: 1

Pre Construction Date: TBD
Change Order Date: 11/3/2023
Latest Revision Date: 11/3/2023
Sales Person: Guy Lombardo
Project Manager: Chris Minor

ACTION	SUPPLIER	DESCRIPTION	UNIT PRICE	QTY	PRICE EXTENDED	LINE ITEM
* Initial Revision 11/03/2023 *						
Delete	Sutphen	BODY G9 - ALUM 40/51 LADDERS THRU TANK	$847,125.00	1	($847,125.00)	1
Add	Sutphen	MODEL SL75, AERIAL COMPONENTS	$1,500,000.00	1	$1,500,000.00	2

***MODERATE CHANGES WILL CAUSE A DELAY IN THE DELIVERY OF YOUR APPARATUS**

CHANGE ORDER TOTAL (PER UNIT): **$652,875.00**
TOTAL CHANGE ORDER AMOUNT: **$652,875.00**

ACCEPTED - The above prices of this Change Order are satisfactory and are hereby accepted.

Customer Signature: _____ **Date of Acceptance:** _____

Change order must be signed to approve the changes.

Tony Jones

From: noreply@salesforce.com on behalf of jschreiber@firetruckmall.com
Sent: Thursday, November 16, 2023 4:01 PM
To: Tony Jones
Subject: Purchase Quote from Brindlee Mountain Fire Apparatus

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Reference: 2014 Sutphen 100' SPH100 Tower from Cocoa FD - FL (the "Apparatus")
Date Quoted: 11/16/2023

Tony Jones,

Thank you for allowing Brindlee Mountain Fire Apparatus, LLC (“BMFA”) the opportunity to provide an offer to purchase the Apparatus. We are pleased to offer Cocoa FD - FL ("Seller") $525,000 for the purchase of the Apparatus, subject to the terms and conditions set forth herein.

The offer is valid for acceptance by Seller until 11/29/2023. **Seller must communicate acceptance of this offer to BMFA via email or otherwise in writing on or before 11/29/2023.** If Seller accepts this offer on or before the date set forth above, this offer becomes a contract of purchase and sale of the Apparatus.

"This offer is made through Sourcewell contract 120921-BLE for the purchase of used fire apparatus. The seller's Sourcewell member number is 73876."

Seller shall release the Apparatus to BMFA on or before 12/16/2023. All ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and cascade bottles, and permanently mounted items such as light towers, shall remain with the Apparatus and shall be released to BMFA.; The apparatus tires shall not be older than 7 years, and shall have a minimum tread depth of 4/32 on steering axles, 2/32 on non-steering axles, and no punctures, cuts to the cord, bulges or sidewall separation.

BMFA shall pay Seller the full purchase price via Check or Wire Transfer at the time of or prior to the release of the Apparatus.

Seller shall provide a pump test certificate for the Apparatus dated within 30 days prior to the release date with results satisfactory to BMFA, including proper operation of the pressure governor, relief valve, primer, and foam system if applicable.

Seller shall provide an aerial test certificate for the Apparatus dated within 30 days prior to the release date with results satisfactory to BMFA.

Seller represents and warrants that the description, condition, and specifications of the Apparatus provided to BMFA are true and correct. Any Apparatus with a light tower must be fully functional unless other provisions are agreed upon with BMFA.

Seller represents and warrants that all prior damage of any type (including but not limited to collision, fire, and flood) has been disclosed to BMFA prior to Seller's acceptance of this offer. Seller shall immediately disclose to BMFA any damage to the Apparatus occurring after Seller's acceptance of this offer. In the event of such damage, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such damage and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment.

Prior to payment of the purchase price by BMFA, Seller shall provide BMFA with a copy of the title (or in the circumstance set forth below the manufacturer's statement of origin or certificate of origin ("MSO or MCO") of the Apparatus reflecting the Seller as the owner of the Apparatus. Seller represents and warrants that the Apparatus will be sold to BMFA free and clear of any liens or other encumbrances. Seller shall deliver the vehicle title for the Apparatus, free of all liens, to BMFA within ten (10) days after final payment by BMFA. An MSO or MCO is acceptable only from original vehicle manufacturer and is not considered as proof of ownership from the Seller except when the state in which the purchaser is located does not require registration or title on emergency vehicles and a copy of that state's current law or statute clearly stating the exemption is provided by Seller with the MSO or MCO.

The apparatus must be completely drained of water and foam prior to shipment or being stored outside prior to shipment. To effectively drain the truck of water, remove all caps and plugs (store on the truck in a compartment), open all intake/discharge valves halfway, and open all drain valves to include the pump cooler and auxiliary cooler. Failure to drain all water from the truck prior to shipment could result in

damage to the fire apparatus and corresponding repairs will be performed at the expense of the seller. Any foam agent left on the apparatus will be properly removed and disposed of according to current safety and environmental standards at the expense of the seller.

BMFA's obligation to purchase the Apparatus is contingent upon Seller's representations and warranties hereunder being true and correct and Seller's performance of its obligations hereunder. In the event Seller's representations and warranties hereunder are not true and correct or Seller does not perform its obligations hereunder, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such matters and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment. BMFA's remedies set forth herein are in addition to any and all other rights and remedies that may be available to BMFA at law, at equity or otherwise.

This offer shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.



Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.org

November 17, 2023

To: All Departments

Subject: Approved use of Sourcewell contract 120921-BLE with Brindlee Mountain Fire Apparatus

The Purchasing Division has reviewed Sourcewell contract 120921-BLE with Brindlee Mountain Fire Apparatus and has confirmed that the terms are acceptable for departmental use through its expiration of January 13, 2026, unless extended for an additional one year terms with a final expiration date of January 13, 2027.

Sourcewell contract 120921-BLE gives access to the following types of Facility MRO products:

Purchase used fire apparatus	*Sale of surplus fire apparatus*
Apparatus rental & lease	*Brokerage of fire apparatus*
Refurbishment	*Buyback program*
Collision repair	*Pump certification*
Ambulance & apparatus remounts	*DOT inspections*

Sourcewell is a public agency created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3), and has conducted this solicitation in compliance with the highest government procurement standards which promote maximum fair and open competition. The Sourcewell solicitation and agreement allow for cooperative purchasing by any eligible member which is defined in section 5.A in the agreement as any "public and nonprofit entities across the United States and Canada." Section 6.B allows for "additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier."

Should the City require additional agreements to be made with the vendor there is a provision in section 6.C which allows for, "Specialize Service Requirements." Should the City have additional specifications, or specialized requirements, then the City and the Supplier, "may enter into a separate, standalone agreement, apart from this Contract."

To ensure you receive correct contract and program discounts, departments are encouraged to request quotations for product pricing directly from the vendor using the following email address: nate@firetruckmall.com or by phone: (256) 776-7786. Additional information can be found on the vendor website at https://www.firetruckmall.com or by visiting the Sourcewell website at https://www.sourcewell-mn.gov/cooperative-purchasing/120921-BLE.

Through the issuance of a Purchase Order, the City of Cocoa terms and conditions will be recognized and enforced as if included in the original agreement. **The Vendor Quote and Purchase Order must clearly reference that pricing is being provided in according with this contract**. The quote must also show the original list price, and the discount percentage applied. Departments will ensure that the discount provided is greater than or equal to pricing discount listed in the contract.

The vendor must accept the Terms and Conditions issued along with the Purchase Order. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required.

In the case of a sale, i.e. the City is selling a fire apparatus to this vendor, the requesting department must also comply with the City's Disposal of Surplus Property Policy.

If purchase or sale is greater than the City Manager's purchasing authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.gov.

Brian Dale
Purchasing Manger
City of Cocoa

REFERENCES:

1. Sourcewell Contract 120921-BLE
   https://files.sourcewell.org/public/Shared%20Documents/Solicitations/120921-10468/120921-BLE/Contract%20Documents/Brindlee%20Mountain%20Contract%20120921.pdf

2. Contract Price Listing
   https://files.sourcewell.org/public/Shared%20Documents/Solicitations/120921-10468/120921-BLE/Additional%20Documents/Brindlee%20Mountain%20Fire%20Apparatus_2023_2.pdf

RESOLUTION NO. 2023-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 28th day of November 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=12475340&GUID=B7960211-45C9-4064-804C-243C6213F9AE* is a secure document that has been embedded in this document. Double click the pushpin to view.

Legislation Details (With Text)

File #:	23-704	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/6/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	Notice to Council on the grant application to the Florida Department of Environmental Protection for the purpose of developing a Vulnerability Assessment for the City of Cocoa. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FS 380.093.pdf City of Cocoa - RAN-01001.pdf Internal Grant Application - Reslient Florida Application (Vuln Assmnt).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 6, 2023
Agenda Date: November 28, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Notice to Council on the grant application to the Florida Department of Environmental Protection for the purpose of developing a Vulnerability Assessment for the City of Cocoa.

BACKGROUND:

The Florida Department of Environmental Protection (FDEP) issued a call for applications for the Resilient Florida funding opportunity. Notice was received by the State that the City is not compliant with Section 380.093 of the Florida Statutes regarding a vulnerability assessment.

As part of this grant application, submitted, the City proposed updating its Resilient Cocoa document to meet the standards of Florida Statute 380.093. If awarded, the City will identify a contractor to complete the vulnerability assessment that identity or address risks associated with inland/coastal flooding and sea level rise. Staff requested funding in the amount of $75,000, which requires no match by the City to complete the grant-funded tasks. Previously, the East Central Florida Regional Planning Council completed the Resilient Cocoa document that identified potential hazards. However, this document does not meet the new statutory guidelines that were put into effect on July 1, 2023.

The Vulnerability Assessment, when completed, will include the following:

- Peril of flood comprehensive plan amendments, if necessary
- Current and future storm surge flooding using NOAA and FEMA storm surge data
- Rainfall induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling data

The data will include information necessary to determine the risks to inland and coastal communities, including, but not limited to, elevation, tidal levels and precipitation. The assessment will include an inventory of critical assets, identifying the risks to such assets.

The application was submitted on September 1, 2023. Upon award, Staff will return to Council to accept the grant award and approval to execute the grant agreement and subsequent agreement with a contractor to complete the tasks.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A
The grant application requested funding in the amount of $75,000 to be awarded to City to enter into an agreement with a contractor to complete the project. Staff will return with a budget amendment, resolution and the agreement for signature upon award.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Notice to Council on the grant application to the Florida Department of Environmental Protection for the purpose of developing a Vulnerability Assessment for the City of Cocoa.

The 2023 Florida Statutes

380.093 Resilient Florida Grant Program; comprehensive statewide flood vulnerability and sea level rise data set and assessment; Statewide Flooding and Sea Level Rise Resilience Plan; regional resilience entities.—

(1) LEGISLATIVE INTENT.—

(a) The Legislature recognizes that the state is particularly vulnerable to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, storm surge from more frequent and severe weather systems, and sea level rise. Such adverse impacts pose economic, social, environmental, and public health and safety challenges to the state. To most effectively address these challenges, funding should be allocated in a manner that prioritizes addressing the most significant risks.

(b) The Legislature further recognizes that the adverse impacts of flooding and sea level rise affect coastal and inland communities all across the state. Consequently, a coordinated approach is necessary to maximize the benefit of efforts to address such impacts and to improve the state's resilience to flooding and sea level rise.

(c) The Legislature further recognizes that to effectively and efficiently address and prepare for the adverse impacts of flooding and sea level rise in the state, it is necessary to conduct a comprehensive statewide assessment of the specific risks posed to the state by flooding and sea level rise and develop a statewide coordinated approach to addressing such risks.

(2) DEFINITIONS.—As used in this section, the term:

(a) "Critical asset" includes:

1. Transportation assets and evacuation routes, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.

2. Critical infrastructure, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.

3. Critical community and emergency facilities, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.

4. Natural, cultural, and historical resources, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

(b) "Department" means the Department of Environmental Protection.

(c) “Preconstruction activities” means activities associated with a project that occur before construction begins, including, but not limited to, design of the project, permitting for the project, surveys and data collection, site development, solicitation, public hearings, local code or comprehensive plan amendments, establishing local funding sources, and easement acquisition.

(d) “Regionally significant assets” means critical assets that support the needs of communities spanning multiple geopolitical jurisdictions, including, but not limited to, water resource facilities, regional medical centers, emergency operations centers, regional utilities, major transportation hubs and corridors, airports, and seaports.

(3) RESILIENT FLORIDA GRANT PROGRAM.—

(a) The Resilient Florida Grant Program is established within the department.

(b) Subject to appropriation, the department may provide grants to each of the following entities:

1. A county or municipality to fund:

a. The costs of community resilience planning and necessary data collection for such planning, including comprehensive plan amendments and necessary corresponding analyses that address the requirements of s. 163.3178(2)(f).

b. Vulnerability assessments that identify or address risks of inland or coastal flooding and sea level rise.

c. The development of projects, plans, and policies that allow communities to prepare for threats from flooding and sea level rise.

d. Preconstruction activities for projects to be submitted for inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan that are located in a municipality that has a population of 10,000 or fewer or a county that has a population of 50,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research’s website.

e. Feasibility studies and the cost of permitting for nature-based solutions that reduce the impact of flooding and sea level rise.

2. A water management district identified in s. 373.069 to support local government adaptation planning, which may be conducted by the water management district or by a third party on behalf of the water management district. Such grants must be used for the express purpose of supporting the Florida Flood Hub for Applied Research and Innovation and the department in implementing this section through data creation and collection, modeling, and the implementation of statewide standards. Priority must be given to filling critical data gaps identified by the Florida Flood Hub for Applied Research and Innovation under s. 380.0933(2)(a).

(c) A vulnerability assessment conducted pursuant to paragraph (b) must encompass the entire county or municipality; include all critical assets owned or maintained by the grant applicant; and use the most recent publicly available Digital Elevation Model and generally accepted analysis and modeling techniques. An assessment may encompass a smaller geographic area or include only a

portion of the critical assets owned or maintained by the grant applicant with appropriate rationale and upon approval by the department. Locally collected elevation data may also be included as part of the assessment as long as it is submitted to the department pursuant to this paragraph.

1. The assessment must include an analysis of the vulnerability of and risks to critical assets, including regionally significant assets, owned or managed by the county or municipality.

2. Upon completion of a vulnerability assessment, the county or municipality shall submit to the department the following:

a. A report detailing the findings of the assessment.

b. All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment. When submitting such data, the county or municipality shall include:

(I) Geospatial data in an electronic file format suitable for input to the department's mapping tool.

(II) Geographic information system data that has been projected into the appropriate Florida State Plane Coordinate System and that is suitable for the department's mapping tool. The county or municipality must also submit metadata using standards prescribed by the department.

c. A list of critical assets, including regionally significant assets, that are impacted by flooding and sea level rise.

(d) A vulnerability assessment conducted pursuant to paragraph (b) must include all of the following:

1. Peril of flood comprehensive plan amendments that address the requirements of s. 163.3178(2)(f), if the county or municipality is subject to such requirements and has not complied with such requirements as determined by the Department of Economic Opportunity.

2. If applicable, the depth of:

a. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department. To the extent practicable, the analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon.

b. Current and future storm surge flooding using publicly available National Oceanic and Atmospheric Administration or Federal Emergency Management Agency storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.

c. To the extent practicable, rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions. Vulnerability assessments for rainfall-induced flooding must include the depth of rainfall-induced flooding for a 100-year storm and a 500-year storm, as defined by the applicable water management district or, if necessary, the appropriate federal agency. Future rainfall conditions should be used, if available. Noncoastal communities must perform a rainfall-induced flooding assessment.

d. To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

3. The following scenarios and standards:

a. All analyses in the North American Vertical Datum of 1988.

b. At least two local sea level rise scenarios, which must include the 2017 National Oceanic and Atmospheric Administration intermediate-low and intermediate-high sea level rise projections.

c. At least two planning horizons that include planning horizons for the years 2040 and 2070.

d. Local sea level data that has been interpolated between the two closest National Oceanic and Atmospheric Administration tide gauges. Local sea level data may be taken from one such gauge if the gauge has a higher mean sea level. Data taken from an alternate tide gauge may be used with appropriate rationale and department approval, as long as it is publicly available or submitted to the department pursuant to paragraph (b).

(4) COMPREHENSIVE STATEWIDE FLOOD VULNERABILITY AND SEA LEVEL RISE DATA SET AND ASSESSMENT.—

(a) By July 1, 2023, the department shall complete the development of a comprehensive statewide flood vulnerability and sea level rise data set sufficient to conduct a comprehensive statewide flood vulnerability and sea level rise assessment. In developing the data set, the department shall, in coordination with the Florida Flood Hub for Applied Research and Innovation, compile, analyze, and incorporate, as appropriate, information related to vulnerability assessments submitted to the department pursuant to subsection (3) or any previously completed assessments that meet the requirements of subsection (3).

1. The Chief Science Officer shall, in coordination with necessary experts and resources, develop statewide sea level rise projections that incorporate temporal and spatial variability, to the extent practicable, for inclusion in the data set. This subparagraph does not supersede regionally adopted projections.

2. The data set must include information necessary to determine the risks to inland and coastal communities, including, but not limited to, elevation, tidal levels, and precipitation.

(b) By July 1, 2024, the department shall complete a comprehensive statewide flood vulnerability and sea level rise assessment that identifies inland and coastal infrastructure, geographic areas, and communities in the state that are vulnerable to flooding and sea level rise and the associated risks.

1. The department shall use the comprehensive statewide flood vulnerability and sea level rise data set to conduct the assessment.

2. The assessment must incorporate local and regional analyses of vulnerabilities and risks, including, as appropriate, local mitigation strategies and postdisaster redevelopment plans.

3. The assessment must include an inventory of critical assets, including regionally significant assets, that are essential for critical government and business functions, national security, public

health and safety, the economy, flood and storm protection, water quality management, and wildlife habitat management, and must identify and analyze the vulnerability of and risks to such critical assets. When identifying critical assets for inclusion in the assessment, the department shall also take into consideration the critical assets identified by local governments and submitted to the department pursuant to subsection (3).

(c) The department shall update the comprehensive statewide flood vulnerability and sea level rise data set and assessment every 5 years. The department may update the data set and assessment more frequently if it determines that updates are necessary to maintain the validity of the data set and assessment.

(5) STATEWIDE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN.—

(a) By December 1, 2021, and each December 1 thereafter, the department shall develop a Statewide Flooding and Sea Level Rise Resilience Plan on a 3-year planning horizon and submit it to the Governor, the President of the Senate, and the Speaker of the House of Representatives. The plan must consist of ranked projects that address risks of flooding and sea level rise to coastal and inland communities in the state. All eligible projects submitted to the department pursuant to this section must be ranked and included in the plan. Each plan must include a detailed narrative overview describing how the plan was developed, including a description of the methodology used by the department to determine project eligibility, a description of the methodology used to rank projects, the specific scoring system used, the project proposal application form, a copy of each submitted project proposal application form separated by eligible projects and ineligible projects, the total number of project proposals received and deemed eligible, the total funding requested, and the total funding requested for eligible projects.

(b) The plan submitted by December 1, 2021, before the comprehensive statewide flood vulnerability and sea level rise assessment is completed, will be a preliminary plan that includes projects that address risks of flooding and sea level rise identified in available local government vulnerability assessments and projects submitted by water management districts that mitigate the risks of flooding or sea level rise on water supplies or water resources of the state. The plan submitted by December 1, 2022, and the plan submitted by December 1, 2023, will be updates to the preliminary plan. The plan submitted by December 1, 2024, and each plan submitted by December 1 thereafter, shall address risks of flooding and sea level rise identified in the comprehensive statewide flood vulnerability and sea level rise assessment.

(c) Each plan submitted by the department pursuant to this subsection must include the following information for each recommended project:

1. A description of the project.
2. The location of the project.
3. An estimate of how long the project will take to complete.

4. An estimate of the cost of the project.

5. The cost-share percentage available for the project.

6. A summary of the priority score assigned to the project.

7. The project sponsor.

(d)1. By September 1, 2021, and each September 1 thereafter, the following entities may submit to the department a list of proposed projects that address risks of flooding or sea level rise identified in vulnerability assessments that meet the requirements of subsection (3):

a. Counties.

b. Municipalities.

c. Special districts as defined in s. 189.012 that are responsible for the management and maintenance of inlets and intracoastal waterways or for the operation and maintenance of a potable water facility, a wastewater facility, an airport, or a seaport facility.

For the plans submitted by December 1, 2021; December 1, 2022; and December 1, 2023, such entities may submit projects identified in existing vulnerability assessments that do not comply with subsection (3). A regional resilience entity may also submit proposed projects to the department pursuant to this subparagraph on behalf of one or more member counties or municipalities.

2. By September 1, 2021, and each September 1 thereafter, the following entities may submit to the department a list of any proposed projects that mitigate the risks of flooding or sea level rise on water supplies or water resources of the state and a corresponding evaluation of each project:

a. Water management districts.

b. Drainage districts.

c. Erosion control districts.

d. Flood control districts.

e. Regional water supply authorities.

3. Each project submitted to the department pursuant to this paragraph for consideration by the department for inclusion in the plan must include:

a. A description of the project.

b. The location of the project.

c. An estimate of how long the project will take to complete.

d. An estimate of the cost of the project.

e. The cost-share percentage available for the project.

f. The project sponsor.

(e) Each project included in the plan must have a minimum 50 percent cost share unless the project assists or is within a financially disadvantaged small community. For purposes of this section, the term “financially disadvantaged small community” means:

1. A municipality that has a population of 10,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research's website, and a per capita annual income that is less than the state's per capita annual income as shown in the most recent release from the Bureau of the Census of the United States Department of Commerce that includes both measurements; or

2. A county that has a population of 50,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research's website, and a per capita annual income that is less than the state's per capita annual income as shown in the most recent release from the Bureau of the Census of the United States Department of Commerce that includes both measurements.

(f) To be eligible for inclusion in the plan, a project must have been submitted pursuant to paragraph (d) or must have been identified in the comprehensive statewide flood vulnerability and sea level rise assessment, as applicable.

(g) Expenses ineligible for inclusion in the plan include, but are not limited to, expenses associated with:

1. Aesthetic vegetation.

2. Recreational structures such as piers, docks, and boardwalks.

3. Water quality components of stormwater and wastewater management systems, except for expenses to mitigate water quality impacts caused by the project or expenses related to water quality which are necessary to obtain a permit for the project.

4. Maintenance and repair of over-walks.

5. Park activities and facilities, except expenses to control flooding or erosion.

6. Navigation construction, operation, and maintenance activities.

7. Projects that provide only recreational benefits.

(h) The department shall implement a scoring system for assessing each project eligible for inclusion in the plan pursuant to this subsection. The scoring system must include the following tiers and associated criteria:

1. Tier 1 must account for 40 percent of the total score and consist of all of the following criteria:

a. The degree to which the project addresses the risks posed by flooding and sea level rise identified in the local government vulnerability assessments or the comprehensive statewide flood vulnerability and sea level rise assessment, as applicable.

b. The degree to which the project addresses risks to regionally significant assets.

c. The degree to which the project reduces risks to areas with an overall higher percentage of vulnerable critical assets.

d. The degree to which the project contributes to existing flooding mitigation projects that reduce upland damage costs by incorporating new or enhanced structures or restoration and revegetation projects.

2. Tier 2 must account for 30 percent of the total score and consist of all of the following criteria:

a. The degree to which flooding and erosion currently affect the condition of the project area.

b. The overall readiness of the project to proceed in a timely manner, considering the project's readiness for the construction phase of development, the status of required permits, the status of any needed easement acquisition, and the availability of local funding sources.

c. The environmental habitat enhancement or inclusion of nature-based options for resilience, with priority given to state or federal critical habitat areas for threatened or endangered species.

d. The cost-effectiveness of the project.

3. Tier 3 must account for 20 percent of the total score and consist of all of the following criteria:

a. The availability of local, state, and federal matching funds, considering the status of the funding award, and federal authorization, if applicable.

b. Previous state commitment and involvement in the project, considering previously funded phases, the total amount of previous state funding, and previous partial appropriations for the proposed project.

c. The exceedance of the flood-resistant construction requirements of the Florida Building Code and applicable flood plain management regulations.

4. Tier 4 must account for 10 percent of the total score and consist of all of the following criteria:

a. The proposed innovative technologies designed to reduce project costs and provide regional collaboration.

b. The extent to which the project assists financially disadvantaged communities.

(i) The total amount of funding proposed for each year of the plan may not be less than $100 million. Upon review and subject to appropriation, the Legislature shall approve funding for the projects as specified in the plan. Multiyear projects that receive funding for the first year of the project must be included in subsequent plans and funded until the project is complete, provided that the project sponsor has complied with all contractual obligations and funds are available.

(j) The department shall initiate rulemaking by August 1, 2021, to implement this section.

(6) REGIONAL RESILIENCE ENTITIES.—Subject to specific legislative appropriation, the department may provide funding for the following purposes to regional entities that are established by general purpose local governments and whose responsibilities include planning for the resilience needs of communities and coordinating intergovernmental solutions to mitigate adverse impacts of flooding and sea level rise:

(a) Providing technical assistance to counties and municipalities.

(b) Coordinating multijurisdictional vulnerability assessments.

(c) Developing project proposals to be submitted for inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan.

History.—s. 1, ch. 2021-28; s. 4, ch. 2022-89; s. 1, ch. 2023-231.

GRANT APPLICATIONS AVAILABLE FOR REVIEW

Note: status tracking is not available during the evaluation period after the portal closed on September 1, if you have any questions about the status of your application please contact us at (850) 245-7600 or Resilience@floridadep.gov.

RCP Grant Applications

Application Type	Applicant Name	Project Name	Application Nbr	Prepared By	Crea
Funding for Resilient Florida – Planning P...	City of Cocoa	City of Cocoa Comprehensive Vulnerabilit...	RAN-01001	Connor Williams	Sep

View Existing Application

Application

Resilient Florida – Planning Projects

1. Applicant and Project Information

If employee contact is not found, please click on the Contact Management tab at the top of the web page to add a new employee contact to the system. Please Note: your application will be lost unless you select the Save button prior to vising the Contact Management link. >

Applicant Account: City of Cocoa

Applicant Grant Manager: Connor Williams

Applicant Authorized Signee: Stockton Whitten

Applicant Fiscal Agent: Rebecca Bowman

2. Project Information

Choose the project type you are submitting:

Available	Chosen
Update to Vulnerability Assessment for Statutory Compliance	Vulnerability assessment compliant with s. 380.093, F.S.
Partial Vulnerability Assessment	
Asset Inventory	
Peril of Flood Comprehensive Plan Amendment	
Development Regulations	

* (required) Project Title: City of Cocoa Comprehensive Vulnerability Assessment

This field is calculated.

Total Grant Funding Amount Requested: $75,000.00

This field is calculated.

Total Grant Match Amount: $0.00

List any municipalities directly served by the project and included in the scope of work. In the next step you will select the counties, if all municipalities are included that will be in the counties selected below, enter "all-inclusive."

List the City(ies)/ Town(s)/Village(s): Cocoa

Area Served

Select your county.

Available	Chosen
Alachua	Brevard
Baker	
Bay	
Bradford	
Broward	

Will the vulnerability assessment include any state managed lands such as National Estuarine Research Reserves (NERRs), State Parks or Aquatic Preserves (APs)?

No

Total Population: 19,344

Percent of Population: 100

3. Project Work Plan

Project Summary: The City of Cocoa will complete a comprehensive vulnerability assessment pursuant to Section 380.093, Florida Statutes (F.S.).

Project Description: The City of Cocoa will complete a comprehensive vulnerability assessment pursuant to Section 380.093, Florida Statutes (F.S.), cataloging and analyzing the whole of the City and its critical assets, while including all of the components required under s. 380.093, F.S.

4. Project Need and Benefit

Explain the demonstrated need, which the project addresses.

The City of Cocoa lacks a vulnerability assessment (VA) compliant with Section 380.093, Florida Statute. Following the intentions of Executive Order 23-06, the City desires to have its

Explain how the proposed project fits into one or more of the Project Types.

The City of Cocoa has yet to complete a statutorily compliant vulnerability assessment.

If the project is a Vulnerability Assessment for Peril of Flood compliance or other, please describe how the project will meet the outlined requirements for a Vulnerability Assessment under s. 380.093, F.S.

The City will pursue a contractor, whose contracted agreement will include the specific guidelines outlined under s. 380.093, F.S.. Ideally, the City will seek to procure a contractor who has completed a compliant Vulnerability Assessment for another Florida municipality in the past.

If applicable, explain how the proposed project adapts critical assets to the effects of flooding and sea level rise as defined in s. 380.093, F.S.

N/A

Discuss how the project is feasible and can be completed by the grant period deadline.

Pursuing an contractor is the only cost- and time-feasible method for accomplishing the project.

Has the applicant entity(ies) performed a prior vulnerability assessment, separate from what is being proposed in this application?

No

In order to access the rest of the application all required fields (indicated with an asterisk*) must be filled in and saved.

Files Uploaded

Name	Type
City of Cocoa Overview	PDF
Cocoa_City_Boundary	ZIP

Application Tasks

Complete information about the Tasks

Tasks

Task Number	Title	Work Performed By	Task Description	Goal	Time To Completion	Deliverable
1	Data Collection or Study	Contractor only	Research will be conducted and neces...	Completion and submission of ...	3 years	Report outlining th
2	Exposure Analysis, Sensitivity ...	Contractor only	An exposure analysis will be conducte...	Completion of the Exposure A...	3 years	
3	Exposure Analysis, Sensitivity ...	Contractor only	A sensitivity analysis will be conducte...	Completion of the Exposure A...	3 years	
4	Final Vulnerability Assessment...	Contractor only	Finalization of the VA report pursuant ...	Completion of the final VA rep...	3 years	Final Vulnerability

Input task information below.

At least one task is required to submit the application.

Please select "Create New Project Task" to save the record. Once a task is created, it will be added to the table above. To add additional tasks, update the details below and select "Create New Project Task".

To edit a task after creation, you must delete the entry and create a new task to replace it with the correct details. To delete, select the arrow on the table next to the associated task, and select "delete". Then enter the correct task information below and select "Create New Task".

Application Tasks Budget Category

Tasks Budget Category

Task Number	Budget Expense Amount	Match Amount
4	$25,000.00	$0.00
3	$20,000.00	$0.00
2	$20,000.00	$0.00
1	$10,000.00	$0.00

Input task budget category information below.

Select "Create New Application Task Budget" to save the entry. Repeat for each task until completed. If multiple budget categories are needed for a single task, submit multiple entries until the budget for that task is completed.

Application Tasks Personnel Grantee

Task Personnel Grantee

Complete information about the Task Personnel

Task Number	Position Title	Maximum Hours	Maximum Hours Time Unit	Maximum Hourly Rat

4. Project Need and Benefit

Explain the demonstrated need, which the project addresses.

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If applicable, explain how the proposed project adapts critical assets to the effects of flooding and sea level rise as defined in s. 380.093, F.S.

N/A

Discuss how the project is feasible and can be completed by the grant period deadline.

Pursuing an contractor is the only cost- and time-feasible method for accomplishing the project.

Has the applicant entity(ies) performed a prior vulnerability assessment, separate from what is being proposed in this application?

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Files Uploaded

Name	Type
City of Cocoa Overview	PDF
Cocoa_City_Boundary	ZIP

Application Tasks

Complete information about the Tasks

Tasks

	T..	Ti...	W	Task Description	G	T.	D	T.
○	1	Data C...	Con...	Research will be conducted and necessary data compiled needed to construct the vulnerability assessment based on the requirements as defined in Section 380.093, F.S. The ...	Co...	3 ye...	Rep...	100...
○	2	Expos...	Con...	An exposure analysis will be conducted to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario.	Co...	3 ye...		200...
○	3	Expos...	Con...	A sensitivity analysis will be conducted to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created...	Co...	3 ye...		200...
○	4	Final V...	Con...	Finalization of the VA report pursuant to the requirements of 380.093, F.S.	Co...	3 ye...	Fina...	250...

Input task information below.

At least one task is required to submit the application.

Please select "Create New Project Task" to save the record. Once a task is created, it will be added to the table above. To add additional tasks, update the details below and select "Create New Project Task".

To edit a task after creation, you must delete the entry and create a new task to replace it with the correct details. To delete, select the arrow on the table next to the associated task, and select "delete". Then enter the correct task information below and select "Create New Task".

Application Tasks Budget Category

Tasks Budget Category

	Task Number	Budget Expense Amount	Match Amount
○	4	$25,000.00	$0.00
○	3	$20,000.00	$0.00
○	2	$20,000.00	$0.00
○	1	$10,000.00	$0.00

Input task budget category information below.

Select "Create New Application Task Budget" to save the entry. Repeat for each task until completed. If multiple budget categories are needed for a single task, submit multiple entries until the budget for that task is completed.

Application Tasks Personnel Grantee

Task Personnel Grantee

Complete information about the Task Personnel

Task Number	Position Title	Maximum Hours	Maximum Hours Time Unit	Maximum Hourly Rat

NOTE: This section is only necessary if the GRANTEE is performing work on the project as indicated previously under “Task Category.” This section is NOT required if a contractor is the only budget category on the project.

Enter the Task Personnel Information for the Grantee

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Community Services	**DIVISION:** Administration
POINT OF CONTACT: Charlene Neuterman	**PROJECT MANAGER:** Charlene Neuterman
NAME OF GRANT: Resilient Florida Grant - Planning Grants	
Assistance Listing#/CFSA#: 37.908	**FUNDING AGENCY:** FDEP
AMOUNT REQUESTED: $ 75,000	**GRANT DUE DATE:** 09/01/2023

PROJECT DESCRIPTION:

The Vulnerability Assessment, when completed, will include the following:
· Peril of flood comprehensive plan amendments, if necessary
· Current and future storm surge flooding using NOAA and FEMA storm surge data
· Rainfall induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling data

The data will include information necessary to determine the risks to inland and coastal communities, including, but not limited to, elevation, tidal levels and precipitation. The assessment will include an inventory of critical assets, identifying the risks to such assets.

MATCH REQUIRED: No **(IF YES, HOW MUCH :) $**	**TARGET DATE TO COUNCIL:** 11/14/2023
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** As requested

WHAT ARE THE REPORTING REQUIREMENTS?

Final report submitted to DEP upon completion to receive reimbursement.

FUTURE REQUIREMENTS TO CONSIDER:

Department Director

Grants Administrator

Deputy Finance Director

Finance Director

City Manager

Legislation Details (With Text)

File #:	23-733	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/15/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Orders-CM Authorized October 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2023
Agenda Date: November 28, 2023
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of October 31st, 2023. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2023 Change Orders - CM authorized to execute

Applied to Contingency | as of: 11/16/2023

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions		FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
WS22IR	**Internal Recycle Pump**															
Op. Rev.		1,448,145	Total approved	2023-064												
Project Manager:	Francis Palmieri	81,970	Contingency and other costs authorized													
Account #:	421-4120-536.63-00	1,366,175	Exp authorized before contingency													
	424-4055-536.63-00															
	424-4120-536.63-00															
							Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22	FY 21
Vendor:	**Wharton-Smith Inc.**				47027	1,366,175	$ 1,448,145.00	$ -	$ -	$ -	$ 1,448,145.00	$ -	$ -	$ -	$ -	$ -
PO #:	**81414**				47027-1	**81,970**										
		-														
PWFBSP	**Stradley Park**															
Op. Rev.		681,637	Total approved	2023-121												
Project Manager:	Gary Palmer	60,000	Contingency and other costs authorized													
Account #:	001-3580-519.63-00	621,637	Exp authorized before contingency													
	001-3580-519.63-07															
							All Years Cumulative Bal.	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
Vendor:	**VA Paving**				47387	321,797	$ 321,797.00	$ -	$ -	$ -	$ 321,797.00	$ -	$ -	$ -	$ -	$ -
PO #:	**81729**															
		60,000														
PWFBPP	**Provost Park Improvements**															
Op. Rev.		1,969,004	Total approved	2023-116												
Project Manager:	Abigail Morgan	80,000	Contingency and other costs authorized													
Account #:	001-3580-519.63-00	1,889,004	Exp authorized before contingency													
	001-3580-519.63-07															
	001-3580-519.64-00															
							All Years Cumulative Bal.	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
					47163	697,853	$ 1,889,004.00	$ -	$ -	$ -	$ 1,889,004.00	$ -	$ -	$ -	$ -	$ -
Vendor:					47163	49,977										
PO #:	**81560**				47163	1,133,174										
		80,000			47163	8,000										
AFBP22 & PW08SP	**Annual Street Paving**															
Op. Rev.		950,000	Total approved	2023-064												
Project Manager:	Abigail Morgan	26,796	Contingency and other costs authorized													
Account #:	001-3510-541.63-00	923,204	Exp authorized before contingency													
							Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
Vendor:	**VA Paving**				47376	443,982	$ 923,203.97	$ -	$ -	$ -	$ 923,203.97	$ -	$ -	$ -	$ -	$ -
PO #:	**81738**				47376-1	479,222										
		26,796														
PW23PE	**Cocoa Village Playhouse Elevator**															
Op. Rev.		74,143	Total approved	2023-025												
Project Manager:	Frank Marabito	7,060	Contingency and other costs authorized													
Account #:	001-3560-519.62-00	67,083	Exp authorized before contingency													
							Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
Vendor:	**Sapphire Elevator**				46176	67,083	$ 67,083.00	$ -	$ -	$ 67,083.00	$ -	$ -	$ -	$ -	$ -	$ -
PO #:	**80805**															
		7,060														
WS23DF	**Filter #3 IMS Cap & Media Replacement**															
Op. Rev.		697,679	Total approved	2023-020												
Project Manager:		42,413	Contingency and other costs authorized	2023-021												
Account #:	424-4020-536.63-00	655,266	Exp authorized before contingency	2023-059												
							Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
Vendor:	**Elenis Contracting**				46212	424,120	$ 662,766.00	$ -	$ -	$ 662,766.00	$ -	$ 107,321.50	$ -	$ 107,321.50	$ -	$ -
PO #:	**80847**				46525	231,146										
		34,913			46736	**7,500**										
PW23PF	**Cocoa Village Playhouse Fire Alarm Panel**															
Op. Rev.		123,602	Total approved	2023-029												
Project Manager:	Frank Marabito	10,000	Contingency and other costs authorized													
Account #:	001-3560-519.64-00	113,602	Exp authorized before contingency													
							Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
Vendor:	**Integrated Fire**				46235	113,602	$ 113,602.45	$ -	$ -	$ 113,602.45	$ -	$ 46,695.67	$ 46,695.67	$ -	$ -	$ -
PO #:	**80892**				46235-1	**0**										
		10,000														
WS21VP	**Viera Pump Station**															
Op. Rev.		917,070	Total approved	2023-015												
Project Manager:		83,370	Contingency and other costs authorized													
Account #:	424-4055-536.63-00	833,700	Exp authorized before contingency													
							Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
Vendor:	**L7 Construction**				46161	833,700	$ 833,700.00	$ -	$ -	$ 833,700.00	$ -	$ 44,650.00	$ -	$ 44,650.00	$ -	$ -
PO #:	**80814**															
		83,370														
WS21BL	**Wewa Sodium Hypo Tank**															
Op. Rev.		439,976	Total approved	2022-133												
Project Manager:		39,998	Contingency and other costs authorized													
Account #:	424-4020-536.64-00	399,978	Exp authorized before contingency													
							Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
Vendor:	**Odyssey Manufacturing, Co.**				45802	399,978	$ 399,978.00	$ -	$ -	$ 399,978.00	$ -	$ 358,504.20	$ -	$ 358,504.20	$ -	$ -
PO #:	**80495**															
		39,998														

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions		FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
WS21SC	**Sea Ray Bridger Drive Water Main Relocation**															
Op. Rev.		4,839,476	Total approved	2022-134												
Project Manager:	John Perrin	439,952	Contingency and other costs authorized													
Account #:	424-4055-536.63-00	4,399,524	Exp authorized before contingency													
							Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
	Atlantic Devlopment Cocoa				45843	4,399,524	$ 4,399,523.54	$ -	$ -	$ 4,399,523.54	$ -	$ 2,418,326.34	$ -	$ 2,418,326.34	$ -	$ -
	80537															
		439,952														
WS17FC	**PLC Upgrade Belt Filter**															
Op. Rev.		164,105	Total approved	22-084												
Project Manager:		21,405	Contingency and other costs authorized													
Account #:	421-4020-536.63-00	142,700	Exp authorized before contingency													
							Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
Vendor:	**CC Control Corp**				45427	142,700	$ 142,700.00	$ -	$ -	$ 142,700.00	$ -	$ 131,100.00	$ -	$ 131,100.00	$ -	$ -
PO #:	**80167**															
		21,405														
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**															
Op. Rev.		289,132	Total approved	2022-025												
Project Manager:		26,285	Contingency and other costs authorized													
Account #:	303-3570-538.63-08	262,847	Exp authorized before contingency													
	424-4055-536.63-08						Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
	Tiera Inc.				44454	197,135 63-08	$ 262,847.00	$ -	$ 262,847.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	79493				44454-1	65,712 63-01										
		26,285														
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**															
Op. Rev.		6,018,117	Total approved	2022-025												
Project Manager:		547,102	Contingency and other costs authorized													
Account #:	303-3570-538.63-73	5,471,015	Exp authorized before contingency													
	423-3570-538.63-73						Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
	424-4055-536.63-73				47365	5,471,015 63-08	$ 5,471,014.80	$ -	$ -	$ -	$ 5,471,014.80	$ -	$ -	$ -	$ -	$ -
	Cathcart Construction Co.															
	81782															
		547,102														
WS18MI	**Pineda Subaqueous Pipe**															
Op. Rev.		12,066,069	Total approved	21-112												
Project Manager:	City of Melbourne	1,096,915	Contingency and other costs authorized													
Account #:	426-4055-536.63-00	10,969,154	Exp authorized before contingency													
Account #:	421-4055-536.63-00						Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
Vendor:	**City of Melbourne**				WIRE	10,969,154	$ 11,651,222.85	$ 10,969,154.00	$ 485,192.24	$ 196,876.61	$ -	$ 11,651,222.85	$ 196,876.61	$ 485,192.24	$ 10,969,154.00	$ -
PO #:	**WIRE**				WIRE-1	**399,159**										
					WIRE-2	**86,033**										
					WIRE-3	**(95,700)**										
					WIRE-4	**43,589**										
					WIRE-5	**6,950**										
					WIRE-6	**14,539**										
					WIRE-7	**69,457**										
					WIRE-8	**158,042**										
		414,847														
WS1222	**BNR Process Improvements**															
Op. Rev.		2,497,935	Total approved	2022-018												
Project Manager:		989,934	Contingency and other costs authorized	2022-092												
Account #:	424-4120-536.63-00	1,508,001	Exp authorized before contingency	2023-054												
							Cumulative Requisitions Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures				
Vendor:	**E&D Contracting Services Vendor #10461**				44517	1,508,001	$ 2,458,326.00	$ -	$ 1,944,049.00	$ 514,277.00	$ -	$ 1,637,440.76	$ 1,129,529.72	$ 507,911.04	$ -	$ -
PO #:	**79480**				45144	**436,048**										
					45887	**30,015**										
					46074	**5,376**										
		39,609			46493	**478,886**										

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions		FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures

Legislation Details (With Text)

File #:	23-734	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/15/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Classification Report October 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2023
Agenda Date: November 28, 2023
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending October 31st, 2023 (FY24) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This October 2023 (FY24) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object
Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.

- Budget - represents either the current period or year to date prorated budget
- Actual - represents actual cash expenditures either in the current period or year to date
- % Exp. - the percentage of actual expenditures vs. budget
- Encumbrance - encumbered amount
- Annual Budget - annual budget
- Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
- % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2024 Budget by Classification Report - Summary Listing

10/31/2023

Target for October 2023 is 8%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 14,423,032	$ -	$ 468,890	$ 13,954,142	3%
OTHER PERMITS AND FEES	$ 5,181,777	$ -	$ 229,755	$ 4,952,022	4%
INTERGOVERNMENTAL	$ 2,840,215	$ -	$ 210,209	$ 2,630,006	7%
CHARGES FOR SERVICES	$ 7,786,730	$ -	$ 518,021	$ 7,268,709	7%
FINES AND FORFEITURES	$ 15,000	$ -	$ -	$ 15,000	0%
MISCELLANEOUS	$ 557,545	$ -	$ 285,721	$ 271,824	51%
OTHER SOURCES (NON-REVENUE)	$ 22,347,859	$ -	$ 1,489,719	$ 20,858,140	7%
REVENUE TOTALS	**$ 53,152,158**	**$ -**	**$ 3,202,314**	**$ 49,949,844**	**6%**
EXPENSE					
SALARIES AND BENEFITS	$ 29,589,935	$ -	$ 1,070,473	$ 28,519,462	4%
OPERATING EXPENDITURES	$ 15,558,894	$ 4,905,961	$ 490,270	$ 10,162,663	3%
CAPITAL OUTLAY	$ 5,302,103	$ 3,250,934	$ 34,558	$ 2,016,610	1%
GRANTS, AIDS AND OTHER	$ 2,701,226	$ -	$ 89,552	$ 2,611,674	3%
EXPENSE TOTALS	**$ 53,152,158**	**$ 8,156,895**	**$ 1,684,853**	**$ 43,310,410**	**19%**
REVENUE TOTALS	**$ 53,152,158**	**$ -**	**$ 3,202,314**	**$ 49,949,844**	**6%**
EXPENSE TOTALS	**$ 53,152,158**	**$ 8,156,895**	**$ 1,684,853**	**$ 43,310,410**	**19%**
	$ -	**$ (8,156,895)**	**$ 1,517,462**	**$ 6,639,434**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	886,836	767.73		886,836	767.73		10,642,032	10,641,264.27
20 00	DELINQUENT TAXES	1,250	10.72	1	1,250	10.72	1	15,000	14,989.28
25 00	PENALTIES RE: TAXES	1,666	488.30	29	1,666	488.30	29	20,000	19,511.70
30 00	TAX CERTIFICATES	16,666	.00		16,666	.00		200,000	200,000.00
311 **	AD VALOREM	906,418	1,266.75		906,418	1,266.75		10,877,032	10,875,765.25
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	54,166	33,015.68	61	54,166	33,015.68	61	650,000	616,984.32
312 **	SALES USE AND FUEL TAXES	54,166	33,015.68	61	54,166	33,015.68	61	650,000	616,984.32
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	133,333	243,172.49	182	133,333	243,172.49	182	1,600,000	1,356,827.51
30 00	WATER-COCOA	33,333	37,313.83	112	33,333	37,313.83	112	400,000	362,686.17
40 00	GAS	4,583	.00		4,583	.00		55,000	55,000.00
80 00	PROPANE	2,000	.00		2,000	.00		24,000	24,000.00
314 **	UTILITY SERVICE TAX	173,249	280,486.32	162	173,249	280,486.32	162	2,079,000	1,798,513.68
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	55,833	53,078.96	95	55,833	53,078.96	95	670,000	616,921.04
315 **	COMMUNICATION SERVICE TAX	55,833	53,078.96	95	55,833	53,078.96	95	670,000	616,921.04
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	12,250	101,042.77	825	12,250	101,042.77	825	147,000	45,957.23
316 **	LOCAL BUSINESS TAX	12,250	101,042.77	825	12,250	101,042.77	825	147,000	45,957.23
310 ***	TAXES	1,201,916	468,890.48		1,201,916	468,890.48		14,423,032	13,954,141.52
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	.00		0	.00		0	.00
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	108,333	195,136.10	180	108,333	195,136.10	180	1,300,000	1,104,863.90
40 00	GAS	7,083	.00		7,083	.00		85,000	85,000.00
70 00	SOLID WASTE	25,000	27,277.74	109	25,000	27,277.74	109	300,000	272,722.26
323 **	FRANCHISE FEES	140,416	222,413.84	158	140,416	222,413.84	158	1,685,000	1,462,586.16
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	273,231	.00		273,231	.00		3,278,777	3,278,777.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22 02	F ASSMNT DELINQ TAXES	250	800.25	320	250	800.25	320	3,000	2,199.75
22 03	F ASSMNT PENALTIES	416	340.57	82	416	340.57	82	5,000	4,659.43
22 04	F ASSMNT TAX CERTS	11,666	.00		11,666	.00		140,000	140,000.00
22 *	FIRE PROTECTION	285,563	1,140.82		285,563	1,140.82		3,426,777	3,425,636.18
325 **	SPECIAL ASSESSMENT	285,563	1,140.82		285,563	1,140.82		3,426,777	3,425,636.18
329	OTHER PERMITS & FEES								
10 00	INSPECTION FEES	0	.00		0	.00		0	.00
10 01	FIRE INSPECTION FEES	2,500	.00		2,500	.00		30,000	30,000.00
10 *	INSPECTION FEES	2,500	.00		2,500	.00		30,000	30,000.00
25 00	PLANNING AND ZONING	3,333	6,200.00	186	3,333	6,200.00	186	40,000	33,800.00
35 00	FIRE INSPECTIONS	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	5,833	6,200.00	106	5,833	6,200.00	106	70,000	63,800.00
320 ***	OTHER PERMITS & FEES	431,812	229,754.66		431,812	229,754.66		5,181,777	4,952,022.34
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		0	.00		0	.00
20 15	VOCA-2021-COCOA PD	0	.00		0	.00		0	.00
20 16	INTERNET CRIMES GRANT	0	.00		0	.00		0	.00
20 19	JAG 2020-DJ-BX-0410	0	.00		0	.00		0	.00
20 21	BPV 2020 96472	0	.00		0	.00		0	.00
20 22	JAG 21-GG-01363	0	.00		0	.00		0	.00
20 23	BULLET PROOF VEST 2021	0	2,342.80		0	2,342.80		0	2,342.80-
20 24	VOCA-2022-COCOA PD-00181	0	19,627.20		0	19,627.20		0	19,627.20-
20 25	JAG 2022-22-GG-02810	0	.00		0	.00		0	.00
20 26	BULLET PROOF VEST 2022	0	.00		0	.00		0	.00
20 27	VOCA-2023-COCOA PD-00042	9,910	.00		9,910	.00		118,921	118,921.00
20 28	JAG 2023-23-GG-03233	1,298	.00		1,298	.00		15,572	15,572.00
20 29	BULLET PROOF VEST 2023	1,078	.00		1,078	.00		12,940	12,940.00
20 *	PUBLIC SAFETY	12,286	21,970.00	179	12,286	21,970.00	179	147,433	125,463.00
39 12	USDA/FOREST SVC 26866	0	.00		0	.00		0	.00
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
70 02	AFRICAN AM CIVIL RIGHTS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	12,286	21,970.00	179	12,286	21,970.00	179	147,433	125,463.00
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		0	.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
334		STATE GRANT								
10	15	CYBERSECUR DMS 22/23-249	0	.00		0	.00		0	.00
50	01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
70	11	HTMOORE RESTORATION	0	.00		0	.00		0	.00
90	15	FLA CORONAVIRUS SFRF	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	66,416	61,503.92	93	66,416	61,503.92	93	797,000	735,496.08
12	20	8TH CNT MUNICIPAL GAS TAX	13,333	13,318.37	100	13,333	13,318.37	100	160,000	146,681.63
12	*	STATE REVENUE SHARING	79,749	74,822.29	94	79,749	74,822.29	94	957,000	882,177.71
14	00	MOBILE HOME LICENSES	2,083	452.24	22	2,083	452.24	22	25,000	24,547.76
15	00	ALCOHOLIC BEVERAGE	2,083	.00		2,083	.00		25,000	25,000.00
18	00	LOCAL GOVERNMENT 1/2 CENT	108,333	112,964.00	104	108,333	112,964.00	104	1,300,000	1,187,036.00
21	00	FIREFIGHTER SUPPLEMENTAL	1,333	.00		1,333	.00		16,000	16,000.00
29	21	POL PEN STATE CONTR	17,287	.00		17,287	.00		207,445	207,445.00
29	22	FIRE PEN STATE CONTR	11,861	.00		11,861	.00		142,337	142,337.00
29	*	OTHER PUBLIC SAFETY	29,148	.00		29,148	.00		349,782	349,782.00
41	00	FUEL TAX REFUNDS	1,666	.00		1,666	.00		20,000	20,000.00
335	**	STATE SHARED REVENUES	224,395	188,238.53	84	224,395	188,238.53	84	2,692,782	2,504,543.47
337		GRANTS FROM LOCAL UNITS								
30	17	FIND BV-CO-20-147 DREDGIN	0	.00		0	.00		0	.00
30	18	FIND BV-CO-20-146 BT RAMP	0	.00		0	.00		0	.00
30	19	FIND BV-CO-21-152 DRG PII	0	.00		0	.00		0	.00
30	20	FIND BV-CO-21-151 BT PII	0	.00		0	.00		0	.00
30	*	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
60	00	HUMAN SERVICES	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	236,681	210,208.53		236,681	210,208.53		2,840,215	2,630,006.47
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
30	00	ADMINISTRATIVE FEES	0	.00		0	.00		0	.00
31	00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40	00	CERTIFY/COPY/SEARCH	8,274	176.18	2	8,274	176.18	2	99,295	99,118.82
90	12	PASSPORT EXECUTION FEES	250	.00		250	.00		3,000	3,000.00
341	**	GENERAL GOVERNMENT	8,524	176.18	2	8,524	176.18	2	102,295	102,118.82

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	14,666	16,635.00-	113	14,666	16,635.00-	113	176,000	192,635.00
10 02	SCHOOL RES OFFICER	22,833	.00		22,833	.00		274,000	274,000.00
10 *	SVC CHG - LAW ENF SERVICE	37,499	16,635.00-	44	37,499	16,635.00-	44	450,000	466,635.00
20 00	SVC CHG - FIRE PROTECTION	2,500	.00		2,500	.00		30,000	30,000.00
90 00	OTHER PUBLIC SAFETY	83	.00		83	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	290.00-	46	625	290.00-	46	7,500	7,790.00
90 *	OTHER PUBLIC SAFETY	708	290.00-	41	708	290.00-	41	8,500	8,790.00
342 **	PUBLIC SAFETY	40,707	16,925.00-	42	40,707	16,925.00-	42	488,500	505,425.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	50,824	.00		50,824	.00		609,898	609,898.00
37 11	ROCKLEDGE	28,236	28,433.65	101	28,236	28,433.65	101	338,832	310,398.35
37 12	SUN LAKE	367	362.70	99	367	362.70	99	4,404	4,041.30
37 13	CLNY PK-M.I.UTIL CO.	186	193.70	104	186	193.70	104	2,236	2,042.30
37 16	COCOA BEACH	10,616	10,690.95	101	10,616	10,690.95	101	127,401	116,710.05
37 17	CAPE CANAVERAL	9,035	8,748.00	97	9,035	8,748.00	97	108,426	99,678.00
37 18	TITUSVILLE	406	403.00	99	406	403.00	99	4,879	4,476.00
37 *	WATER BILLING SERVICES	99,670	48,832.00	49	99,670	48,832.00	49	1,196,076	1,147,244.00
39 01	SERVICE CHARGES	75,000	72,263.55	96	75,000	72,263.55	96	900,000	827,736.45
39 03	ADMIN CHARGES	40,000	42,885.00	107	40,000	42,885.00	107	480,000	437,115.00
39 04	PENALTIES	60,000	44,137.96	74	60,000	44,137.96	74	720,000	675,862.04
39 05	NSF CHECKS	2,500	3,719.06	149	2,500	3,719.06	149	30,000	26,280.94
39 13	HIGH CONSUMP CHGS	400	1,640.00	410	400	1,640.00	410	4,800	3,160.00
39 *	WATER OTHER INCOME	177,900	164,645.57	93	177,900	164,645.57	93	2,134,800	1,970,154.43
41 10	SOLID WASTE	229,801	234,480.67	102	229,801	234,480.67	102	2,757,617	2,523,136.33
41 20	RECYCLING REVENUE	33,735	36,530.67	108	33,735	36,530.67	108	404,831	368,300.33
41 30	GREEN WASTE	38,327	45,469.47	119	38,327	45,469.47	119	459,933	414,463.53
41 *	GARBAGE COLLECTION	301,863	316,480.81	105	301,863	316,480.81	105	3,622,381	3,305,900.19
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	5,016	.00		5,016	.00		60,200	60,200.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	10,550	.00		10,550	.00		126,610	126,610.00
90 *	OTHER PHYSICAL ENVIRON	15,566	.00		15,566	.00		186,810	186,810.00
343 **	PHYSICAL ENVIRONMENT	594,999	529,958.38	89	594,999	529,958.38	89	7,140,067	6,610,108.62

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	83	.00		83	.00		1,000	1,000.00
39 10	PORCHER HOUSE - REVENUES	833	1,200.00	144	833	1,200.00	144	10,000	8,800.00
39 11	TENANT MAINTENANCE FEES	100	52.98	53	100	52.98	53	1,200	1,147.02
39 20	COCOA CIVIC CENTER	833	2,717.23	326	833	2,717.23	326	10,000	7,282.77
39 30	RIVERFRONT PARK	666	100.00	15	666	100.00	15	8,000	7,900.00
39 *	OTHER CULTURAL SERVICES	2,432	4,070.21	167	2,432	4,070.21	167	29,200	25,129.79
40 05	SPECIAL EVENT PERMITS	1,666	600.00	36	1,666	600.00	36	20,000	19,400.00
50 10	EVENT FEES	280	140.84	50	280	140.84	50	3,368	3,227.16
50 30	ADVERTISING/SPONSORSHIPS	91	.00		91	.00		1,100	1,100.00
50 50	MISC FURNISHINGS	100	.00		100	.00		1,200	1,200.00
50 *	SPECIAL REC FACILITIES	471	140.84	30	471	140.84	30	5,668	5,527.16
347 **	CULTURE/RECREATION	4,652	4,811.05	103	4,652	4,811.05	103	55,868	51,056.95
340 ***	CHARGES FOR SERVICES	648,882	518,020.61		648,882	518,020.61		7,786,730	7,268,709.39
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	.00		1,250	.00		15,000	15,000.00
351 **	JUDGMENTS AND FINES	1,250	.00		1,250	.00		15,000	15,000.00
350 ***	FINES AND FORFEITURES	1,250	.00		1,250	.00		15,000	15,000.00
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	10,000	6,571.95	66	10,000	6,571.95	66	120,000	113,428.05
10 02	INVESTMENT INTEREST	10,000	114,208.61	1142	10,000	114,208.61	1142	120,000	5,791.39
10 10	SBA ACCOUNT 121328	50	57,469.72	4939	50	57,469.72	4939	600	56,869.72-
10 11	INTEREST/CBOS	91	.00		91	.00		1,100	1,100.00
10 *	INTEREST	20,141	178,250.28	885	20,141	178,250.28	885	241,700	63,449.72
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
35 01	AMERICAN TOWER	0	.00		0	.00		0	.00
35 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
35 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
35 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
35 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
35 06	LEASE - TMOBILE A2C0020A	0	.00		0	.00		0	.00
35 07	LEASE - TMOBILE A2C0555A	0	.00		0	.00		0	.00
35 *	MISCELLANEOUS INTEREST	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
40	00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40	02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	20,141	178,250.28	885	20,141	178,250.28	885	241,700	63,449.72
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	11,108	101,024.70	910	11,108	101,024.70	910	133,300	32,275.30
39	01	AMERICAN TOWER	0	.00		0	.00		0	.00
39	02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39	03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39	04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39	05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39	06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39	07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39	10	PORCHER HOUSE-TENANTS	583	1,059.63	182	583	1,059.63	182	7,000	5,940.37
39	20	CIVIC CENTER-TENANTS	658	.00		658	.00		7,900	7,900.00
39	*	RENTALS AND LEASES	1,241	1,059.63	85	1,241	1,059.63	85	14,900	13,840.37
362	**	RENT AND ROYALTIES	12,349	102,084.33	827	12,349	102,084.33	827	148,200	46,115.67
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	2,231.25		0	2,231.25		0	2,231.25-
10	00	GAIN/(LOSS)SALE OF F/A	0	2,231.25-		0	2,231.25-		0	2,231.25
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	.00		0	.00
365	**	SALE SURPLUS MTRLS &SCRAP	0	.00		0	.00		0	.00
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	2,500.00		0	2,500.00		0	2,500.00-
10	10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10	14	REPLACEMENT TREES	0	.00		0	.00		0	.00
10	16	FIREHOUSE SUBS - E-BIKES	0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	2,500.00		0	2,500.00		0	2,500.00-
368		PENSION CONTRIBUTIONS								
00	00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		0	.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		0	.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	2,453.82		0	2,453.82		0	2,453.82-
90 02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
90 03	CODE ENF ABATE/DEMO REV	8,333	400.00	5	8,333	400.00	5	100,000	99,600.00
90 04	MISC. POLICE REVENUES	708	.00		708	.00		8,500	8,500.00
90 05	INVESTIGATIVE COSTS REIM	4,512	32.16	1	4,512	32.16	1	54,145	54,112.84
90 09	PROPERTY REGISTRATION	416	.00		416	.00		5,000	5,000.00
90 12	LEISURE SVCS -CANCEL FEES	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	13,969	2,885.98	21	13,969	2,885.98	21	167,645	164,759.02
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	13,969	2,885.98	21	13,969	2,885.98	21	167,645	164,759.02
360 ***	MISCELLANEOUS REVENUES	46,459	285,720.59		46,459	285,720.59		557,545	271,824.41
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	18,566	18,566.67	100	18,566	18,566.67	100	222,800	204,233.33
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 20	TRF FROM DBT SVC (201)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 23	TRF FROM STORMWATER (423)	0	.00		0	.00		0	.00
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91 31	TRF FROM FISKE BV (303)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	18,566	18,566.67	100	18,566	18,566.67	100	222,800	204,233.33
94 21	TRANS FR 421 OH ALLOC	664,154	664,154.00	100	664,154	664,154.00	100	7,969,848	7,305,694.00
94 23	TRANS FR 423 OH ALLOC	26,041	26,041.92	100	26,041	26,041.92	100	312,503	286,461.08
94 *	INTERFUND TRANSFER	690,195	690,195.92	100	690,195	690,195.92	100	8,282,351	7,592,155.08
381 **	INTERFUND TRANSFER	708,761	708,762.59	100	708,761	708,762.59	100	8,505,151	7,796,388.41
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	640,777	640,777.92	100	640,777	640,777.92	100	7,689,335	7,048,557.08
40 01	6% PILOFF	140,178	140,178.92	100	140,178	140,178.92	100	1,682,147	1,541,968.08
40 *	CONTRIBUTIONS (ROI)	780,955	780,956.84	100	780,955	780,956.84	100	9,371,482	8,590,525.16
382 **	CONTRIBUTIONS ENTERPRISE	780,955	780,956.84	100	780,955	780,956.84	100	9,371,482	8,590,525.16

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	372,602	.00		372,602	.00		4,471,226	4,471,226.00
99 *	BALANCE FORWARD	372,602	.00		372,602	.00		4,471,226	4,471,226.00
389 **	NON OPERATING SOURCES	372,602	.00		372,602	.00		4,471,226	4,471,226.00
380 ***	OTHER SOURCES(NON-REV)	1,862,318	1,489,719.43		1,862,318	1,489,719.43		22,347,859	20,858,139.57
FUND TOTAL	GENERAL FUND	4,429,318	3,202,314.30		4,429,318	3,202,314.30		53,152,158	49,949,843.70
GRAND TOTAL		4,429,318	3,202,314.30		4,429,318	3,202,314.30		53,152,158	49,949,843.70

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	87328	35557.52	41	87328	35557.52	41	.00	1047989	1012431.48	3
11 **	EXECUTIVE SALARIES	87328	35557.52	41	87328	35557.52	41	.00	1047989	1012431.48	3
12-00	REGULAR SALARIES & WAGES	1222919	489647.63	40	1222919	489647.63	40	.00	14675160	14185512.37	3
12-06	SALARIES/CONTRACTUAL	9583	1344.00	14	9583	1344.00	14	.00	115000	113656.00	1
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	7831	704.10	9	7831	704.10	9	.00	94000	93295.90	1
12 **	REGULAR SALARIES & WAGES	1240333	491695.73	40	1240333	491695.73	40	.00	14884160	14392464.27	3
13-00	OTHER SALARIES & WAGES	80184	32607.11	41	80184	32607.11	41	.00	962253	929645.89	3
13 **	OTHER SALARIES & WAGES	80184	32607.11	41	80184	32607.11	41	.00	962253	929645.89	3
14-00	OVERTIME	53780	57039.14	106	53780	57039.14	106	.00	645429	588389.86	9
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	53780	57039.14	106	53780	57039.14	106	.00	645429	588389.86	9
15-00	SPECIAL PAY	30255	16785.15	56	30255	16785.15	56	.00	363096	346310.85	5
15 **	SPECIAL PAY	30255	16785.15	56	30255	16785.15	56	.00	363096	346310.85	5
20-00	CLOTHING/SHOE ALLOWANCE	1846	3.07-	0	1846	3.07-	0	.00	22168	22171.07	0
20 **	CLOTHING/SHOE ALLOWANCE	1846	3.07-	0	1846	3.07-	0	.00	22168	22171.07	0
21-00	FICA TAXES	111649	48422.91	43	111649	48422.91	43	.00	1339915	1291492.09	4
21 **	FICA TAXES	111649	48422.91	43	111649	48422.91	43	.00	1339915	1291492.09	4
22-00	RETIREMENT CONTRIBUTIONS	105039	49424.61	47	105039	49424.61	47	.00	1260597	1211172.39	4
22-01	FIRE PENSION	225715	102143.03	45	225715	102143.03	45	.00	2708603	2606459.97	4
22-02	STATE CONTRIBUTIONS	29148	.00	0	29148	.00	0	.00	349782	349782.00	0
22-03	NON-FRS RETIREMENT PLAN	2963	1402.57	47	2963	1402.57	47	.00	35580	34177.43	4
22 **	RETIREMENT CONTRIBUTIONS	362865	152970.21	42	362865	152970.21	42	.00	4354562	4201591.79	4
23-00	INSURANCES	5622	2194.71	39	5622	2194.71	39	.00	67570	65375.29	3

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-02	MEDICARE PART B	34275	41953.51	122	34275	41953.51	122	.00	411300	369346.49	10
23-04	MEDICAL	320383	128529.41	40	320383	128529.41	40	.00	3844683	3716153.59	3
23-05	HEALTH GF RETIREES 50%	5634	4180.05	74	5634	4180.05	74	.00	67608	63427.95	6
23-06	HEALTH GF RETIREES 100%	24415	22288.06	91	24415	22288.06	91	.00	292980	270691.94	8
23-07	DENTAL INSURANCE	15260	7393.70	49	15260	7393.70	49	.00	183246	175852.30	4
23-08	VISION INSURANCE	2702	1344.77	50	2702	1344.77	50	.00	32605	31260.23	4
23-09	LONG TERM DISABILITY	4164	2077.88	50	4164	2077.88	50	.00	50093	48015.12	4
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	412455	209962.09	51	412455	209962.09	51	.00	4950085	4740122.91	4
24-00	WORKER'S COMPENSATION	63976	15731.83	25	63976	15731.83	25	.00	767829	752097.17	2
24 **	WORKER'S COMPENSATION	63976	15731.83	25	63976	15731.83	25	.00	767829	752097.17	2
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	833	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	833	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	20204	9703.97	48	20204	9703.97	48	.00	242449	232745.03	4
27 **	BENEFIT OFFSET	20204	9703.97	48	20204	9703.97	48	.00	242449	232745.03	4
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	37018	15487.50	42	37018	15487.50	42	261917.64	444240	166834.86	62
31-01	LEGAL EXPENSES	41673	.00	0	41673	.00	0	438580.00	500080	61500.00	88
31-02	MEDICAL SERVICES	4644	.00	0	4644	.00	0	50730.00	55730	5000.00	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1158	13905.00	1201	1158	13905.00	1201	.00	13905	.00	100
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM CIVIL RIGHTS	0	17700.00	0	0	17700.00	0	.00	0	17700.00-	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-16	HISTORICAL PRESERVATN	0	.00	0	0	.00	0	4203.50	0	4203.50-	0
31-33	EMPLOYEE HEALTH CENTER	34768	12174.10	35	34768	12174.10	35	405046.90	417221	.00	100
31 **	PROFESSIONAL SERVICES	119261	59266.60	50	119261	59266.60	50	1160478.04	1431176	211431.36	85
32-00	ACCOUNTING & AUDITING	6333	.00	0	6333	.00	0	.00	76000	76000.00	0
32 **	ACCOUNTING & AUDITING	6333	.00	0	6333	.00	0	.00	76000	76000.00	0
34-00	CONTRACT SERVICES	134013	16364.06	12	134013	16364.06	12	732682.56	1608255	859208.38	47
34-03	CUSTOMER SERVICE CONTRACT	277010	.00	0	277010	.00	0	.00	3324121	3324121.00	0
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	36000	29022.65	81	36000	29022.65	81	377249.85	432000	25727.50	94
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	447023	45386.71	10	447023	45386.71	10	1109932.41	5364376	4209056.88	22
39-00	CONTINGENCY	12595	.00	0	12595	.00	0	.00	151151	151151.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	12595	.00	0	12595	.00	0	.00	151151	151151.00	0
40-00	TRAVEL & PER DIEM	9209	908.01	10	9209	908.01	10	35.00	108167	107223.99	1
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	9209	908.01	10	9209	908.01	10	35.00	108167	107223.99	1
41-00	COMMUNICATION	33980	7128.01	21	33980	7128.01	21	227834.99	393618	158655.00	60
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	4000.00	0	4000.00-	0
41 **	COMMUNICATION	33980	7128.01	21	33980	7128.01	21	231834.99	393618	154655.00	61
42-00	POSTAGE & FREIGHT	41404	2348.13	6	41404	2348.13	6	445589.84	496955	49017.03	90
42 **	POSTAGE & FREIGHT	41404	2348.13	6	41404	2348.13	6	445589.84	496955	49017.03	90

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43-00	ELECTRIC/WATER/SEWER	75732	6130.14	8	75732	6130.14	8	452387.00	908799	450281.86	51
43 **	ELECTRIC/WATER/SEWER	75732	6130.14	8	75732	6130.14	8	452387.00	908799	450281.86	51
44-00	RENTALS AND LEASES	4590	4004.75	87	4590	4004.75	87	41498.41	53304	7800.84	85
44 **	RENTALS AND LEASES	4590	4004.75	87	4590	4004.75	87	41498.41	53304	7800.84	85
45-00	INSURANCE	78674	.00	0	78674	.00	0	.00	944099	944099.00	0
45 **	INSURANCE	78674	.00	0	78674	.00	0	.00	944099	944099.00	0
46-00	REPAIRS & MAINTENANCE	80015	47278.95	59	80015	47278.95	59	270307.38	960224	642637.67	33
46-02	REPAIR/MAINT BUILDING	33508	1157.20	4	33508	1157.20	4	24714.36	402100	376228.44	6
46-03	REPAIR/MAINT-VEHICLES	38647	6380.91	17	38647	6380.91	17	36913.13	462691	419396.96	9
46-05	HYDRANT FEES	21649	21585.33	100	21649	21585.33	100	.00	259797	238211.67	8
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	173819	76402.39	44	173819	76402.39	44	331934.87	2084812	1676474.74	20
47-00	PRINTING & BINDING	14729	7902.25	54	14729	7902.25	54	135314.50	176755	33538.25	81
47 **	PRINTING & BINDING	14729	7902.25	54	14729	7902.25	54	135314.50	176755	33538.25	81
48-00	PROMOTIONAL ACTIVITIES	6464	936.38-	15-	6464	936.38-	15-	6915.48	77615	71635.90	8
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	41	.00	0	.00	500	500.00	0
48 **	PROMOTIONAL ACTIVITIES	6505	936.38-	14-	6505	936.38-	14-	6915.48	78115	72135.90	8
49-00	OTHER CHARGES & OBLIG.	20441	23.38	0	20441	23.38	0	78273.28	245403	167106.34	32
49-02	ADVERTISING	124	.00	0	124	.00	0	.00	1500	1500.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	416	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	3329.58-	0	0	3329.58-	0	.00	0	3329.58	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	2083	.00	0	2083	.00	0	.00	25000	25000.00	0
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49 **	OTHER CHARGES & OBLIG.	23064	3306.20-	14-	23064	3306.20-	14-	78273.28	276903	201935.92	27
51-00	OFFICE SUPPLIES	4050	755.93	19	4050	755.93	19	.00	47765	47009.07	2
51 **	OFFICE SUPPLIES	4050	755.93	19	4050	755.93	19	.00	47765	47009.07	2
52-00	OPERATING SUPPLIES	76862	124624.07	162	76862	124624.07	162	265088.81	922336	532623.12	42
52-02	UNIFORMS	6623	3895.81	59	6623	3895.81	59	74855.28	79491	739.91	99
52-05	EMS 1st RESP-CONSUM SUPP	4924	1310.83	27	4924	1310.83	27	17994.17	59089	39784.00	33
52-07	JANITORIAL SUPPLIES	4482	3783.82	84	4482	3783.82	84	.00	53805	50021.18	7
52-10	HEATING FUEL	474	.00	0	474	.00	0	5688.00	5688	.00	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	3065.40	0	0	3065.40	0	.00	0	3065.40-	0
52-26	BULLET PROOF VEST 2022	0	3079.60	0	0	3079.60	0	840.40	0	3920.00-	0
52-30	FUEL, OIL, & LUBRICANTS	29286	.00	0	29286	.00	0	.00	350395	350395.00	0
52-33	EMPLOYEE HEALTH CENTER	15729	481.52	3	15729	481.52	3	188268.48	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	1298	15120.00	1165	1298	15120.00	1165	.00	15572	452.00	97
52-38	BULLET PROOF VEST 2023	2156	.00	0	2156	.00	0	.00	25880	25880.00	0
52 **	OPERATING SUPPLIES	141834	155361.05	110	141834	155361.05	110	552735.14	1701006	992909.81	42
53-00	ROAD MATERIALS/SUPPLIES	3847	1794.80	47	3847	1794.80	47	13950.00	46175	30430.20	34
53 **	ROAD MATERIALS/SUPPLIES	3847	1794.80	47	3847	1794.80	47	13950.00	46175	30430.20	34
54-00	MEMBERSHIP/PUBLICATIONS	7081	9851.30	139	7081	9851.30	139	2333.20	81560	69375.50	15
54 **	MEMBERSHIP/PUBLICATIONS	7081	9851.30	139	7081	9851.30	139	2333.20	81560	69375.50	15
55-00	TRAINING	18648	1486.64	8	18648	1486.64	8	12367.76	223107	209252.60	6
55-01	EDA PROGRAM	833	.00	0	833	.00	0	14181.50	10000	4181.50-	142
55-02	P/F HS RECRUITMENT	0	.00	0	0	.00	0	7045.00	0	7045.00-	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	19481	1486.64	8	19481	1486.64	8	33594.26	233107	198026.10	15
56-15	IT-RELATED OPERATING EXP	75679	115785.52	153	75679	115785.52	153	309154.79	905051	480110.69	47
56-16	CYBERSECUR DMS 22/23-249	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	75679	115785.52	153	75679	115785.52	153	309154.79	905051	480110.69	47
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	3333	.00	0	3333	.00	0	67083.00	40000	27083.00-	168
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	3333	.00	0	3333	.00	0	67083.00	40000	27083.00-	168
63-00	INFRASTRUCTURE	154321	.00	0	154321	.00	0	743787.35	1851862	1108074.65	40
63-07	IMPROVE OTHER THAN BLDG	177943	.00	0	177943	.00	0	1198349.00	2135324	936975.00	56
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	332264	.00	0	332264	.00	0	1942136.35	3987186	2045049.65	49
64-00	MACHINERY AND EQUIPMENT	99324	34558.48	35	99324	34558.48	35	1223956.19	1191917	66597.67-	106

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-15	IT HARDWARE	6916	.00	0	6916	.00	0	17758.66	83000	65241.34	21
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	106240	34558.48	33	106240	34558.48	33	1241714.85	1274917	1356.33-	100
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4273	.00	0	4273	.00	0	.00	51278	51278.00	0
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	4273	.00	0	4273	.00	0	.00	51278	51278.00	0
72-30	LEASE - COPIERS	35	.00	0	35	.00	0	.00	418	418.00	0
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	35	.00	0	35	.00	0	.00	418	418.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	128525	.00	0	128525	.00	0	.00	1542304	1542304.00	0
81 **	AIDS TO GOVT AGENCY	128525	.00	0	128525	.00	0	.00	1542304	1542304.00	0
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	1666	.00	0	.00	20000	20000.00	0
82 **	AID TO PRIVATE ORGANIZAT	1666	.00	0	1666	.00	0	.00	20000	20000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	1041	.00	0	1041	.00	0	.00	12500	12500.00	0
83 **	OTHER GRANTS & AIDS	1041	.00	0	1041	.00	0	.00	12500	12500.00	0
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	89560	89552.08	100	89560	89552.08	100	.00	1074726	985173.92	8
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	89560	89552.08	100	89560	89552.08	100	.00	1074726	985173.92	8
FUND 001	TOTAL *********										
	GENERAL FUND	4431535	1684852.80	38	4431535	1684852.80	38	8156895.41	53152158	43310409.79	19
GRAND	TOTAL *********										
		4431535	1684852.80	38	4431535	1684852.80	38	8156895.41	53152158	43310409.79	19

FY 2024 Budget by Classification Report - Summary Listing

10/31/2023

Target for October 2023 is 8%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 77,093,525	$ -	$ 5,922,097	$ 71,171,428	8%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 567,350	$ -	$ 74,225	$ 493,125	13%
OTHER SOURCES (*NON-REVENUE)	$ 8,316,558	$ -	$ -	$ 8,316,558	0%
REVENUE TOTALS	**$ 85,977,433**	**$ -**	**$ 5,996,322**	**$ 79,981,111**	**7%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,545,140	$ -	$ 740,521	$ 19,804,619	4%
OPERATING EXPENDITURES	$ 25,131,965	$ 11,686,443	$ 877,784	$ 12,567,739	3%
CAPITAL OUTLAY	$ 2,365,877	$ 1,569,059	$ 72,303	$ 724,515	3%
GRANTS, AIDS AND OTHER	$ 37,934,451	$ 433,680	$ 14,912,252	$ 22,588,519	39%
EXPENSE TOTALS	**$ 85,977,433**	**$ 13,689,182**	**$ 16,602,860**	**$ 55,685,391**	35%
REVENUE TOTALS	**$ 85,977,433**	**$ -**	**$ 5,996,322**	**$ 79,981,111**	**7%**
EXPENSE TOTALS	**$ 85,977,433**	**$ 13,689,182**	**$ 16,602,860**	**$ 55,685,391**	**35%**
**	$ -	$ (13,689,182)	$ (10,606,538)	$ 24,295,720	

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	5,385,017	4,836,636.26	90	5,385,017	4,836,636.26	90	64,620,205	59,783,568.74
33 00	WATER CONNECTION FEE	47,267	64,479.23	136	47,267	64,479.23	136	567,211	502,731.77
36 00	WATER HYDRANT FEES	327,416	352,224.61	108	327,416	352,224.61	108	3,928,996	3,576,771.39
39 06	HYDRANT RESID FLOW TEST	141	750.00	532	141	750.00	532	1,696	946.00
39 07	BACKFLOW DEVICE TEST	12,808	19,042.53	149	12,808	19,042.53	149	153,700	134,657.47
39 08	JUMPER METERS	61	180.00	295	61	180.00	295	742	562.00
39 09	PLAN REVIEW/CONST INSPECT	1,060	3,750.00	354	1,060	3,750.00	354	12,720	8,970.00
39 10	BACKFLOW PRV/RLCT TEMP	44	105.42	240	44	105.42	240	530	424.58
39 *	WATER OTHER INCOME	14,114	23,827.95	169	14,114	23,827.95	169	169,388	145,560.05
51 00	SEWER SALES	613,203	607,524.99	99	613,203	607,524.99	99	7,358,443	6,750,918.01
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	613,203	607,524.99	99	613,203	607,524.99	99	7,358,443	6,750,918.01
53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	547	762.00	139	547	762.00	139	6,572	5,810.00
60 00	REUSE WATER SALES	36,274	35,890.88	99	36,274	35,890.88	99	435,290	399,399.12
60 01	REUSE WATER INSTALLATION	618	751.08	122	618	751.08	122	7,420	6,668.92
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER SALES	36,892	36,641.96	99	36,892	36,641.96	99	442,710	406,068.04
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	6,424,456	5,922,097.00	92	6,424,456	5,922,097.00	92	77,093,525	71,171,428.00
340 ***	CHARGES FOR SERVICES	6,424,456	5,922,097.00		6,424,456	5,922,097.00		77,093,525	71,171,428.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	.00		0	.00		0	.00
10 02	INVESTMENT INTEREST	41,757	69,978.93	168	41,757	69,978.93	168	501,087	431,108.07
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	41,757	69,978.93	168	41,757	69,978.93	168	501,087	431,108.07
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	41,757	69,978.93	168	41,757	69,978.93	168	501,087	431,108.07
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	114	1,300.00	1140	114	1,300.00	1140	1,378	78.00
362 **	RENT AND ROYALTIES	114	1,300.00	1140	114	1,300.00	1140	1,378	78.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10 00	GAIN/(LOSS)SALE OF F/A	833	1,102.57	132	833	1,102.57	132	10,000	8,897.43
364 **	DISPOSITION FIXED ASSETS	833	1,102.57	132	833	1,102.57	132	10,000	8,897.43
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	265	834.70	315	265	834.70	315	3,180	2,345.30
365 **	SALE SURPLUS MTRLS &SCRAP	265	834.70	315	265	834.70	315	3,180	2,345.30
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,308	1,008.92	23	4,308	1,008.92	23	51,705	50,696.08
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	4,308	1,008.92	23	4,308	1,008.92	23	51,705	50,696.08
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	4,308	1,008.92	23	4,308	1,008.92	23	51,705	50,696.08
360 ***	MISCELLANEOUS REVENUES	47,277	74,225.12		47,277	74,225.12		567,350	493,124.88
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 24	RENEW & REPLACE (424)	16,659	.00		16,659	.00		199,904	199,904.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91 52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	16,659	.00		16,659	.00		199,904	199,904.00
381 **	INTERFUND TRANSFER	16,659	.00		16,659	.00		199,904	199,904.00
383	INSTLMT PURCH/CAP LEASE								
10 00	LEASE PROCEEDS	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	676,387	.00		676,387	.00		8,116,654	8,116,654.00
99 *	BALANCE FORWARD	676,387	.00		676,387	.00		8,116,654	8,116,654.00
389 **	NON OPERATING SOURCES	676,387	.00		676,387	.00		8,116,654	8,116,654.00
380 ***	OTHER SOURCES(NON-REV)	693,046	.00		693,046	.00		8,316,558	8,316,558.00
FUND TOTAL	WATER/SEWER FUND	7,164,779	5,996,322.12		7,164,779	5,996,322.12		85,977,433	79,981,110.88
GRAND TOTAL		7,164,779	5,996,322.12		7,164,779	5,996,322.12		85,977,433	79,981,110.88

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	14297	6580.80	46	14297	6580.80	46	.00	171571	164990.20	4
11 **	EXECUTIVE SALARIES	14297	6580.80	46	14297	6580.80	46	.00	171571	164990.20	4
12-00	REGULAR SALARIES & WAGES	987574	378949.33	38	987574	378949.33	38	.00	11850922	11471972.67	3
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	987574	378949.33	38	987574	378949.33	38	.00	11850922	11471972.67	3
13-00	OTHER SALARIES & WAGES	48163	20018.67	42	48163	20018.67	42	.00	577982	557963.33	4
13 **	OTHER SALARIES & WAGES	48163	20018.67	42	48163	20018.67	42	.00	577982	557963.33	4
14-00	OVERTIME	61812	30951.91	50	61812	30951.91	50	.00	741778	710826.09	4
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	61812	30951.91	50	61812	30951.91	50	.00	741778	710826.09	4
15-00	SPECIAL PAY	175	25.00	14	175	25.00	14	.00	2100	2075.00	1
15 **	SPECIAL PAY	175	25.00	14	175	25.00	14	.00	2100	2075.00	1
20-00	CLOTHING/SHOE ALLOWANCE	1787	120.00-	7-	1787	120.00-	7-	.00	21470	21590.00	1-
20 **	CLOTHING/SHOE ALLOWANCE	1787	120.00-	7-	1787	120.00-	7-	.00	21470	21590.00	1-
21-00	FICA TAXES	84908	33039.81	39	84908	33039.81	39	.00	1018921	985881.19	3
21 **	FICA TAXES	84908	33039.81	39	84908	33039.81	39	.00	1018921	985881.19	3
22-00	RETIREMENT CONTRIBUTIONS	142787	128618.87	90	142787	128618.87	90	.00	1713460	1584841.13	8
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	445	201.70	45	445	201.70	45	.00	5346	5144.30	4
22 **	RETIREMENT CONTRIBUTIONS	143232	128820.57	90	143232	128820.57	90	.00	1718806	1589985.43	8
23-00	INSURANCES	2774	1481.71	53	2774	1481.71	53	.00	33318	31836.29	4
23-02	RETIREES OTHER INSURANCES	13138	13736.99	105	13138	13736.99	105	.00	157665	143928.01	9
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	274768	100876.96	37	274768	100876.96	37	.00	3297259	3196382.04	3
23-05	HEALTH RETIREES 50%	1408	928.90	66	1408	928.90	66	.00	16903	15974.10	6
23-06	HEALTH RETIREES 100%	3756	2786.70	74	3756	2786.70	74	.00	45074	42287.30	6
23-07	DENTAL INSURANCE	12245	4746.00	39	12245	4746.00	39	.00	146979	142233.00	3
23-08	VISION INSURANCE	2181	874.55	40	2181	874.55	40	.00	26217	25342.45	3
23-09	LONG TERM DISABILITY	2837	1523.32	54	2837	1523.32	54	.00	34087	32563.68	5
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	313107	126955.13	41	313107	126955.13	41	.00	3757502	3630546.87	3
24-00	WORKER'S COMPENSATION	42321	9440.46	22	42321	9440.46	22	.00	507888	498447.54	2
24 **	WORKER'S COMPENSATION	42321	9440.46	22	42321	9440.46	22	.00	507888	498447.54	2
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	833	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	833	.00	0	.00	10000	10000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13850	5859.59	42	13850	5859.59	42	.00	166200	160340.41	4
27 **	BENEFIT OFFSET	13850	5859.59	42	13850	5859.59	42	.00	166200	160340.41	4
31-00	PROFESSIONAL SERVICES	33791	10284.00	30	33791	10284.00	30	19779.75	405500	375436.25	7
31-01	LEGAL EXPENSES	36250	.00	0	36250	.00	0	134733.84	435000	300266.16	31
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	203797	.00	0	203797	.00	0	1766306.67	2445570	679263.33	72
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	273838	10284.00	4	273838	10284.00	4	1920820.26	3286070	1354965.74	59
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	164578	4414.50	3	164578	4414.50	3	518507.05	1974978	1452056.45	27
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	164578	4414.50	3	164578	4414.50	3	518507.05	1974978	1452056.45	27
39-00	CONTINGENCY	108333	.00	0	108333	.00	0	.00	1300000	1300000.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	108333	.00	0	108333	.00	0	.00	1300000	1300000.00	0
40-00	TRAVEL AND PER DIEM	1492	.00	0	1492	.00	0	.00	17938	17938.00	0
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1492	.00	0	1492	.00	0	.00	17938	17938.00	0
41-00	COMMUNICATION	18888	11382.64	60	18888	11382.64	60	191150.36	226699	24166.00	89
41 **	COMMUNICATION	18888	11382.64	60	18888	11382.64	60	191150.36	226699	24166.00	89
42-00	FREIGHT & POSTAGE SERVICE	976	45.02	5	976	45.02	5	.00	11740	11694.98	0
42 **	FREIGHT & POSTAGE SERVICE	976	45.02	5	976	45.02	5	.00	11740	11694.98	0
43-00	ELECTRIC/WATER/SEWER	174673	2983.91	2	174673	2983.91	2	1999034.00	2096105	94087.09	96
43 **	ELECTRIC/WATER/SEWER	174673	2983.91	2	174673	2983.91	2	1999034.00	2096105	94087.09	96
44-00	RENTAL AND LEASES	3081	.00	0	3081	.00	0	9979.00	37000	27021.00	27
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3081	.00	0	3081	.00	0	9979.00	37000	27021.00	27
45-00	INSURANCE	109108	.00	0	109108	.00	0	.00	1309307	1309307.00	0
45 **	INSURANCE	109108	.00	0	109108	.00	0	.00	1309307	1309307.00	0
46-00	REPAIRS & MAINTENANCE	503037	300824.39	60	503037	300824.39	60	1127695.70	6036482	4607961.91	24
46-02	REPAIR/MAINT BUILDING	8455	10674.49	126	8455	10674.49	126	14356.22	101473	76442.29	25

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	26822	.00	0	26822	.00	0	4471.84	321904	317432.16	1
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	538314	311498.88	58	538314	311498.88	58	1146523.76	6459859	5001836.36	23
47-00	PRINTING & BINDING	949	.00	0	949	.00	0	.00	11420	11420.00	0
47 **	PRINTING & BINDING	949	.00	0	949	.00	0	.00	11420	11420.00	0
48-00	PROMOTIONAL ACTIVITIES	2083	100.00	5	2083	100.00	5	.00	25000	24900.00	0
48 **	PROMOTIONAL ACTIVITIES	2083	100.00	5	2083	100.00	5	.00	25000	24900.00	0
49-00	OTHER CHARGES & OBLIG.	3796	52651.34	1387	3796	52651.34	1387	.00	45602	7049.34-	116
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4224.43-	0	0	4224.43-	0	.00	0	4224.43	0
49-08	CASH OVER & UNDER	0	22.83	0	0	22.83	0	.00	0	22.83-	0
49-09	DOCUMENT RECORDING CHGS	500	590.00-	118-	500	590.00-	118-	6000.00	6000	590.00	90
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	4296	47859.74	1114	4296	47859.74	1114	6000.00	51602	2257.74-	104
51-00	OFFICE SUPPLIES	2047	1304.21	64	2047	1304.21	64	.00	24614	23309.79	5
51 **	OFFICE SUPPLIES	2047	1304.21	64	2047	1304.21	64	.00	24614	23309.79	5
52-00	OPERATING SUPPLIES	65185	35584.72	55	65185	35584.72	55	204807.09	782252	541860.19	31
52-02	UNIFORMS	0	611.32	0	0	611.32	0	31888.68	0	32500.00-	0
52-07	JANITORIAL SUPPLIES	769	608.81	79	769	608.81	79	.00	9240	8631.19	7
52-09	CHEMICALS	532427	265036.00	50	532427	265036.00	50	5586143.00	6389130	537951.00	92
52-30	FUEL OIL & LUBRICANTS	44930	13255.02	30	44930	13255.02	30	19000.00	539196	506940.98	6
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	643311	315095.87	49	643311	315095.87	49	5841838.77	7719818	1562883.36	80

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	3748	.00	0	35000.00	45000	10000.00	78
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	3748	.00	0	35000.00	45000	10000.00	78
54-00	MEMBERSHIP/PUBLICATIONS	3435	32589.41	949	3435	32589.41	949	.00	41245	8655.59	79
54 **	MEMBERSHIP/PUBLICATIONS	3435	32589.41	949	3435	32589.41	949	.00	41245	8655.59	79
55-00	TRAINING	5831	.00	0	5831	.00	0	6015.93	70011	63995.07	9
55-01	EDA PROGRAM	416	.00	0	416	.00	0	.00	5000	5000.00	0
55 **	TRAINING	6247	.00	0	6247	.00	0	6015.93	75011	68995.07	8
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	34877	140225.51	402	34877	140225.51	402	11573.51	418559	266759.98	36
56 **	TECHNOLOGY SYSTEMS	34877	140225.51	402	34877	140225.51	402	11573.51	418559	266759.98	36
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	83333	.00	0	83333	.00	0	477157.36	1000000	522842.64	48
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	83333	.00	0	83333	.00	0	477157.36	1000000	522842.64	48
64-00	MACHINERY & EQUIPMENT	97502	72303.00	74	97502	72303.00	74	608244.00	1170052	489505.00	58
64-15	IT HARDWARE	16317	.00	0	16317	.00	0	483658.10	195825	287833.10-	247
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	113819	72303.00	64	113819	72303.00	64	1091902.10	1365877	201671.90	85
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	28293	.00	0	28293	.00	0	339510.38	339510	.38-	100
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	28293	.00	0	28293	.00	0	339510.38	339510	.38-	100
72-32	LEASED ASSET-GENERATOR	7848	.00	0	7848	.00	0	94169.62	94170	.38	100
72-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	7848	.00	0	7848	.00	0	94169.62	94170	.38	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	275	.00	0	.00	3300	3300.00	0
73-32	GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	275	.00	0	.00	3300	3300.00	0
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	100	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	100	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	640777	640777.92	100	640777	640777.92	100	.00	7689335	7048557.08	8

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE (424)	1070559	12846709.00	1200	1070559	12846709.00	1200	.00	12846709	.00	100
91-25	TO RESTRCTD ASSET (425)	609019	620431.86	102	609019	620431.86	102	.00	7308232	6687800.14	9
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2320355	14107918.78	608	2320355	14107918.78	608	.00	27844276	13736357.22	51
94-01	TXFR TO GF OH ALLOC (001)	664154	664154.00	100	664154	664154.00	100	.00	7969848	7305694.00	8
94 **	INTERFUND TRANSFER	664154	664154.00	100	664154	664154.00	100	.00	7969848	7305694.00	8
95-01	TXFR TO GF 6% PLOFF (001)	140178	140178.92	100	140178	140178.92	100	.00	1682147	1541968.08	8
95 **	NONOPERATING	140178	140178.92	100	140178	140178.92	100	.00	1682147	1541968.08	8
FUND 421	TOTAL *********										
	WATER/SEWER FUND	7164688	16602859.66	232	7164688	16602859.66	232	13689182.10	85977433	55685391.24	35
GRAND	TOTAL *********										
		7164688	16602859.66	232	7164688	16602859.66	232	13689182.10	85977433	55685391.24	35

FY 2024 Budget by Classification Report - Summary Listing

10/31/2023

Target for October 2023 is 8%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,183,841	$ -	$ -	$ 2,183,841	0%
CHARGES FOR SERVICES	$ -	$ -	$ -	$ -	0%
INTERGOVERNMENTAL/GRANT	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 9,287	$ -	$ 12,637	$ (3,350)	136%
OTHER SOURCES (NON-REVENUE)	$ 717,291	$ -	$ -	$ 717,291	0%
REVENUE TOTALS	**$ 2,910,419**	**$ -**	**$ 12,637**	**$ 2,897,782**	**0%**
EXPENSE					
SALARIES AND BENEFITS	$ 682,295	$ -	$ 15,311	$ 666,984	2%
OPERATING EXPENDITURES	$ 965,312	$ 82,692	$ 3,434	$ 879,186	0%
CAPITAL OUTLAY	$ 950,309	$ 823,324	$ 77,175	$ 49,810	8%
OTHER SOURCES (NON-REVENUE)	$ 312,503	$ -	$ 26,042	$ 286,461	8%
EXPENSE TOTALS	**$ 2,910,419**	**$ 906,016**	**$ 121,962**	**$ 1,882,441**	**35%**
REVENUE TOTALS	**$ 2,910,419**	**$ -**	**$ 12,637**	**$ 2,897,782**	**0%**
EXPENSE TOTALS	**$ 2,910,419**	**$ 906,016**	**$ 121,962**	**$ 1,882,441**	**35%**
	$ -	**$ (906,016)**	**$ (109,325)**	**$ 1,015,341**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
23	01	STRMWTR SPEC ASSMNT	172,802	.00		172,802	.00		2,073,634	2,073,634.00
23	02	DELINQUENT TAX	0	.00		0	.00		0	.00
23	03	PENALTIES	0	.00		0	.00		0	.00
23	04	TAX CERTIFICATES	9,183	.00		9,183	.00		110,207	110,207.00
23	*	STORMWATER	181,985	.00		181,985	.00		2,183,841	2,183,841.00
325	**	SPECIAL ASSESSMENT	181,985	.00		181,985	.00		2,183,841	2,183,841.00
320	***	OTHER PERMITS & FEES	181,985	.00		181,985	.00		2,183,841	2,183,841.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
50	01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
36	35	US1/FOREST AV S/W FACILTY	0	.00		0	.00		0	.00
36	36	N FSK S/W PND FLOAT WTLND	0	.00		0	.00		0	.00
36	69	DIX/IRVR DR RESIL 23FRP03	0	.00		0	.00		0	.00
36	*	STORMWATER MANAGEMENT	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10	02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10	05	SAVE OUR INDIAN RVR LAGN	0	.00		0	.00		0	.00
10	*	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
91	00	STORMWATER FEES	0	.00		0	.00		0	.00
91	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91	*	STORMWATER FEES	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	740	532.49	72	740	532.49	72	8,887	8,354.51
10 02	INVESTMENT INTEREST	0	.00		0	.00		0	.00
10 10	SBA ACCOUNT 121328	0	11,949.50		0	11,949.50		0	11,949.50-
10 *	INTEREST	740	12,481.99	1687	740	12,481.99	1687	8,887	3,594.99-
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	740	12,481.99	1687	740	12,481.99	1687	8,887	3,594.99-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	33	154.91	469	33	154.91	469	400	245.09
369 **	OTHER MISC REVENUES	33	154.91	469	33	154.91	469	400	245.09
360 ***	MISCELLANEOUS REVENUES	773	12,636.90		773	12,636.90		9,287	3,349.90-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	59,774	.00		59,774	.00		717,291	717,291.00
99 *	BALANCE FORWARD	59,774	.00		59,774	.00		717,291	717,291.00
389 **	NON OPERATING SOURCES	59,774	.00		59,774	.00		717,291	717,291.00
380 ***	OTHER SOURCES(NON-REV)	59,774	.00		59,774	.00		717,291	717,291.00
FUND TOTAL	STORMWATER UTILITY	242,532	12,636.90		242,532	12,636.90		2,910,419	2,897,782.10
GRAND TOTAL		242,532	12,636.90		242,532	12,636.90		2,910,419	2,897,782.10

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	35584	9190.41	26	35584	9190.41	26	.00	427011	417820.59	2
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	35584	9190.41	26	35584	9190.41	26	.00	427011	417820.59	2
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	533	146.46	28	533	146.46	28	.00	6400	6253.54	2
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	533	146.46	28	533	146.46	28	.00	6400	6253.54	2
15-00	SPECIAL PAY	0	25.00	0	0	25.00	0	.00	0	25.00-	0
15 **	SPECIAL PAY	0	25.00	0	0	25.00	0	.00	0	25.00-	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	50	.00	0	.00	600	600.00	0
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	50	.00	0	.00	600	600.00	0
21-00	FICA TAXES	2772	714.28	26	2772	714.28	26	.00	33269	32554.72	2
21 **	FICA TAXES	2772	714.28	26	2772	714.28	26	.00	33269	32554.72	2
22-00	RETIREMENT CONTRIBUTIONS	4379	1276.28	29	4379	1276.28	29	.00	52553	51276.72	2
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4379	1276.28	29	4379	1276.28	29	.00	52553	51276.72	2
23-00	INSURANCES	108	47.30	44	108	47.30	44	.00	1302	1254.70	4
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7986	2805.36	35	7986	2805.36	35	.00	95834	93028.64	3
23-07	DENTAL INSURANCE	309	129.12	42	309	129.12	42	.00	3716	3586.88	4
23-08	VISION INSURANCE	58	21.89	38	58	21.89	38	.00	707	685.11	3
23-09	LONG TERM DISABILITY	109	47.93	44	109	47.93	44	.00	1316	1268.07	4
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8570	3051.60	36	8570	3051.60	36	.00	102875	99823.40	3
24-00	WORKER'S COMPENSATION	4565	806.87	18	4565	806.87	18	.00	54787	53980.13	2
24 **	WORKER'S COMPENSATION	4565	806.87	18	4565	806.87	18	.00	54787	53980.13	2
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	100.00	25	400	100.00	25	.00	4800	4700.00	2
27 **	BENEFIT OFFSET	400	100.00	25	400	100.00	25	.00	4800	4700.00	2
31-00	PROFESSIONAL SERVICES	15440	.00	0	15440	.00	0	47296.13	185290	137993.87	26
31-01	LEGAL EXPENSES	41	.00	0	41	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	15481	.00	0	15481	.00	0	47296.13	185790	138493.87	26
34-00	CONTRACT SERVICES	8758	.00	0	8758	.00	0	4251.66	105100	100848.34	4
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	8758	.00	0	8758	.00	0	4251.66	105100	100848.34	4
39-00	CONTINGENCY	37463	.00	0	37463	.00	0	.00	449556	449556.00	0
39 **	CONTINGENCY	37463	.00	0	37463	.00	0	.00	449556	449556.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	237	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	237	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	173	90.72	52	173	90.72	52	1985.28	2076	.00	100
41 **	COMMUNICATION	173	90.72	52	173	90.72	52	1985.28	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	41	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	41	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1250	179.26	14	1250	179.26	14	8800.00	15000	6020.74	60

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	179.26	14	1250	179.26	14	8800.00	15000	6020.74	60
44-00	RENTALS AND LEASES	250	.00	0	250	.00	0	.00	3000	3000.00	0
44 **	RENTALS AND LEASES	250	.00	0	250	.00	0	.00	3000	3000.00	0
45-00	INSURANCE	1394	.00	0	1394	.00	0	.00	16734	16734.00	0
45 **	INSURANCE	1394	.00	0	1394	.00	0	.00	16734	16734.00	0
46-00	REPAIRS & MAINTENANCE	7208	492.23	7	7208	492.23	7	16684.00	86500	69323.77	20
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3442	2095.71	61	3442	2095.71	61	.00	41314	39218.29	5
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	10650	2587.94	24	10650	2587.94	24	16684.00	127814	108542.06	15
47-00	PRINTING & BINDING	41	.00	0	41	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	41	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	22	.00	0	22	.00	0	.00	267	267.00	0
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	204.27-	0	0	204.27-	0	.00	0	204.27	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	204.27-	929-	22	204.27-	929-	.00	267	471.27	77-
51-00	OFFICE SUPPLIES	41	.00	0	41	.00	0	.00	500	500.00	0
51 **	OFFICE SUPPLIES	41	.00	0	41	.00	0	.00	500	500.00	0
52-00	OPERATING SUPPLIES	922	780.57	85	922	780.57	85	3674.73	11070	6614.70	40
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2576	.00	0	2576	.00	0	.00	30915	30915.00	0
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	3498	780.57	22	3498	780.57	22	3674.73	41985	37529.70	11

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	62	.00	0	.00	750	750.00	0
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	62	.00	0	.00	750	750.00	0
55-00	TRAINING	729	.00	0	729	.00	0	.00	8750	8750.00	0
55 **	TRAINING	729	.00	0	729	.00	0	.00	8750	8750.00	0
56-15	IT-RELATED OPERATING EXP	345	.00	0	345	.00	0	.00	4140	4140.00	0
56 **	TECHNOLOGY SYSTEMS	345	.00	0	345	.00	0	.00	4140	4140.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	13333	27826.00	209	13333	27826.00	209	55324.33	160000	76849.67	52
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	0	.00	0	0	.00	0	.00	0	.00	0
63-36	N FSK S/W PND FLOAT WTLND	0	.00	0	0	.00	0	768000.00	0	768000.00-	0
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	59774	.00	0	59774	.00	0	.00	717291	717291.00	0
63 **	INFRASTRUCTURE	73107	27826.00	38	73107	27826.00	38	823324.33	877291	26140.67	97
64-00	MACHINERY & EQUIPMENT	6084	49349.00	811	6084	49349.00	811	.00	73018	23669.00	68
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	6084	49349.00	811	6084	49349.00	811	.00	73018	23669.00	68
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	26041	26041.92	100	26041	26041.92	100	.00	312503	286461.08	8
94 **	INTERFUND TRANSFER	26041	26041.92	100	26041	26041.92	100	.00	312503	286461.08	8
FUND 423	TOTAL *********										
	STORMWATER UTILITY	242520	121962.04	50	242520	121962.04	50	906016.13	2910419	1882440.83	35
GRAND	TOTAL *********										
		242520	121962.04	50	242520	121962.04	50	906016.13	2910419	1882440.83	35

Legislation Details (With Text)

File #:	23-742	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/16/2023			**In control:**	City Council
On agenda:	11/28/2023			**Final action:**	
Title:	FY 2024 October Budget Adjustment Report (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2024 REVENUE Budget Tracking Worksheet-20231101.pdf FY 2024 EXPENSE Budget Tracking Worksheet-20231101.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 16, 2023
Agenda Date: November 28, 2023
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
FY 2024 October Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2024 thru October 31st, 2023.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Informational Item Only

FY 2024 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/12/23	001-0000-331.20-28	15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115		144
	001-0000-389.99-50	1,969,004	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116		145
	001-0000-369.90-04	5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114		143
10/27/23	001-0000-331.20-29	12,940	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127		349
	001-0000-389.99-50	450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126		348
	001-0000-389.99-50	321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118		345
	001-0000-389.99-50	10,748	STRADLEY PARK BUDGET RESOLUTION #: 23-121		347
	001-0000-389.99-50	132,609			
	001-0000-389.99-50	549,028			
7	Budget Amendments/Transfers		Division 0000 Total	$3,466,698	
	7 Total Budget Amendments/Transfers		**GENERAL FUND**	**$3,466,698**	
10/12/23	105-0000-334.90-01	14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112		142
1	Budget Amendments/Transfers		Division 0000 Total	$14,691	
	1 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$14,691**	
10/27/23	303-0000-389.99-50	199,145	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128		350
	303-0000-389.99-50	226,878			
	303-0000-331.90-01	4,103,261			
1	Budget Amendments/Transfers		Division 0000 Total	$4,529,284	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$4,529,284**	
10/27/23	421-0000-389.99-50	(199,904)	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128		351
	421-0000-381.91-24	199,904			
1	Budget Amendments/Transfers		Division 0000 Total	$0	
	1 Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$0**	
10/27/23	423-0000-389.99-50	347,957	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128		350
	423-0000-389.99-50	369,334			
1	Budget Amendments/Transfers		Division 0000 Total	$717,291	
	1 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$717,291**	
10/27/23	424-0000-389.99-50	46,469	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128		350
	424-0000-389.99-50	998,420			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/27/23	424-0000-389.99-50	199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128		351
2 Budget Amendments/Transfers			Division 0000 Total	$1,244,793	
2 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$1,244,793**	

13 Transfers & Amendments between 10/1/2023 and 10/31/2023

FY 2024 TOTAL TRANSFERS & AMENDMENTS **9,972,757**

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 2024 REVENUE Budget Tracking Worksheet.imr ran by
Database User ID: cocoktk

Date: 11/1/2023

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
10/18/23	001-1000-511.21-00	(122)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1000-511.21-00	(25)			
	001-1000-511.15-00	25			
1	Budget Amendments/Transfers		Division 1000 Total	($122)	
1100 - CITY MANAGER'S OFFICE					
10/18/23	001-1100-512.13-00	6	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1100-512.12-12	116			
1	Budget Amendments/Transfers		Division 1100 Total	$122	
1104 - PLANNING					
10/18/23	001-1104-515.27-00	(3,000)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1104-515.23-04	(1,800)			
	001-1104-515.23-07	(700)			
	001-1104-515.21-00	(391)			
	001-1104-515.22-00	660			
	001-1104-515.12-00	5,231			
1	Budget Amendments/Transfers		Division 1104 Total	$0	
1203 - INFORMATION TECHNOLOGY					
10/13/23	001-1203-516.44-00	(51,696)	US BANK SISSINE COPIER GASB87 COMPLIANCE		163
	001-1203-517.72-30	418			
	001-1203-517.71-30	51,278			
	001-1203-516.44-00	(51,697)	US BANK/ SISSINE COPIER GASB87 COMPLIANCE		5349
	001-1203-517.72-30	662			
	001-1203-517.71-30	51,035			
10/18/23	001-1203-516.23-04	(12,992)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1203-516.27-00	(1,500)			
	001-1203-516.23-00	(1,004)			
	001-1203-516.23-09	124			
	001-1203-516.11-00	2,381			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/18/23	001-1203-516.22-00	12,991	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
3	Budget Amendments/Transfers		Division 1203 Total	$0	
1500 - FINANCE GENERAL ACCOUNTNG					
10/18/23	001-1500-513.12-00	(4,090)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1500-513.22-00	4,050			
1	Budget Amendments/Transfers		Division 1500 Total	($40)	
1505 - PURCHASING					
10/18/23	001-1505-513.23-04	(44)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1505-513.23-08	8			
	001-1505-513.23-09	17			
	001-1505-513.23-07	40			
	001-1505-513.23-00	43			
	001-1505-513.22-00	598			
1	Budget Amendments/Transfers		Division 1505 Total	$662	
1510 - FINANCE UTILITY ACCOUNTNG					
10/18/23	001-1510-536.12-00	(9,067)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1510-536.27-00	236			
	001-1510-536.14-00	1,799			
	001-1510-536.22-00	6,410			
1	Budget Amendments/Transfers		Division 1510 Total	($622)	
1600 - GENERAL OPERATIONS					
10/02/23	001-1600-513.39-00	(280)	CORR. NEG BAL SEPTEMBER CLEANUP		5251
	001-1600-513.55-02	280			
10/18/23	001-1600-513.39-00	(34,000)	AFB PD RETENTION SEPTEMBER CLEANUP		5251
2	Budget Amendments/Transfers		Division 1600 Total	($34,000)	
1801 - HUMAN RESOURCES					
10/18/23	001-1801-513.13-00	(16,915)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1801-513.12-00	(7,449)			
	001-1801-513.21-00	(1,000)			
	001-1801-513.23-09	8			
	001-1801-513.23-04	5,855			
	001-1801-513.22-00	8,934			
1	Budget Amendments/Transfers		Division 1801 Total	($10,567)	
1805 - CITY CLERK					
10/18/23	001-1805-513.23-07	(133)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1805-513.14-00	14			
	001-1805-513.23-00	18			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/18/23	001-1805-513.23-09	21	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1805-513.12-12	133			
	001-1805-513.21-00	378			
	001-1805-513.22-00	575			
	001-1805-513.23-04	788			
	001-1805-513.13-00	3,954			
	001-1805-513.12-00	4,819			
1	Budget Amendments/Transfers		Division 1805 Total	$10,567	
1906 - COMMUNICATION/GRANTS					
10/18/23	001-1906-513.23-07	15	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1906-513.23-04	372			
	001-1906-513.21-00	410			
	001-1906-513.22-00	1,049			
	001-1906-513.12-00	5,080			
1	Budget Amendments/Transfers		Division 1906 Total	$6,926	
1990 - LEISURE SERVICES					
10/18/23	001-1990-574.23-04	(10,967)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-1990-574.23-04	(4,994)			
	001-1990-574.13-00	(4,050)			
	001-1990-574.27-00	780			
	001-1990-574.22-00	3,269			
	001-1990-574.12-00	4,042			
	001-1990-574.12-12	4,994			
1	Budget Amendments/Transfers		Division 1990 Total	($6,926)	
2100 - POLICE ADMIN/OPERATIONS					
10/02/23	001-2100-521.46-00	(1,996)	GASB96 COMP: IDEMIA SEPTEMBER CLEANUP		5251
	001-2100-521.56-15	1,996			
10/12/23	001-2100-521.52-37	15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115		144
	001-2100-521.14-00	5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114		143
10/18/23	001-2100-521.15-00	1,500	AFB PD RET. CORBLEY SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	8,000	AFB PD RET. FREDETTE SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	1,500	AFB PD RET. HALVERSON SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	4,000	AFB PD RET. HARTZELL SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	1,500	AFB PD RET. PEDERSEN SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	1,500	AFB PD RET. PYNE SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	10,000	AFB PD RET. RODRIGUEZ SEPTEMBER CLEANUP		5251
	001-2100-521.15-00	1,500	AFB PD RET. WEDLOW SEPTEMBER CLEANUP		5251

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/18/23	001-2100-521.12-00	(18,539)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-2100-521.12-00	(2,146)			
	001-2100-521.12-12	1,071			
	001-2100-521.22-03	2,069			
	001-2100-521.12-06	7,447			
	001-2100-521.15-00	9,023			
10/27/23	001-2100-521.52-00	(12,940)	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127		349
	001-2100-521.52-38	12,940			
	001-2100-521.52-38	12,940			
10/30/23	001-2100-521.56-15	(1,996)	GASB96 COMP: IDEMIA		5422
	001-2100-521.46-00	1,996			
14	Budget Amendments/Transfers			Division 2100 Total $61,937	
2101 - POLICE COMMUNICATIONS					
10/18/23	001-2101-521.15-00	1,500	AFB PD RET. COLON SEPTEMBER CLEANUP		5251
	001-2101-521.15-00	1,500	AFB PD RET. FULTON SEPTEMBER CLEANUP		5251
	001-2101-521.15-00	1,500	AFB PD RET. LANGFORD SEPTEMBER CLEANUP		5251
	001-2101-521.12-12	610	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
4	Budget Amendments/Transfers			Division 2101 Total $5,110	
2132 - CODE ENFORCEMENT					
10/18/23	001-2132-524.12-00	(2,740)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-2132-524.12-12	465			
	001-2132-524.22-00	2,740			
1	Budget Amendments/Transfers			Division 2132 Total $465	
2200 - FIRE ADMINISTRATION					
10/18/23	001-2200-522.21-00	(8,000)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-2200-522.22-01	(6,000)			
	001-2200-522.24-00	(2,206)			
	001-2200-522.22-00	(2,000)			
	001-2200-522.23-04	1,635			
	001-2200-522.11-00	1,931			
	001-2200-522.12-00	14,640			
1	Budget Amendments/Transfers			Division 2200 Total $0	
2201 - FIRE OPERATIONS					
10/18/23	001-2201-522.22-01	(72,000)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-2201-522.13-00	(19,022)			
	001-2201-522.24-00	(18,000)			
	001-2201-522.15-00	(9,000)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/18/23	001-2201-522.22-01	(321)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-2201-522.22-00	149			
	001-2201-522.12-12	321			
	001-2201-522.23-04	3,412			
	001-2201-522.20-00	3,477			
	001-2201-522.21-00	10,732			
	001-2201-522.14-00	49,892			
	001-2201-522.12-00	50,360			
1	Budget Amendments/Transfers		Division 2201 Total	$0	
3200 - ADMINISTRATION					
10/18/23	001-3200-515.12-00	(558)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3200-515.23-09	8			
	001-3200-515.23-00	46			
	001-3200-515.13-00	65			
	001-3200-515.27-00	131			
	001-3200-515.23-04	308			
1	Budget Amendments/Transfers		Division 3200 Total	$0	
3500 - ADMINISTRATION					
10/18/23	001-3500-519.23-08	4	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3500-519.23-07	53			
	001-3500-519.21-00	224			
	001-3500-519.27-00	240			
	001-3500-519.22-00	385			
	001-3500-519.23-04	736			
	001-3500-519.12-00	1,042			
1	Budget Amendments/Transfers		Division 3500 Total	$2,684	
3510 - STREET MANAGEMENT					
10/18/23	001-3510-541.23-04	(1,113)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3510-541.23-09	10			
	001-3510-541.22-00	370			
	001-3510-541.12-12	733			
10/27/23	001-3510-541.63-00	450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126		348
2	Budget Amendments/Transfers		Division 3510 Total	$450,000	
3520 - PARKS & BEAUTIFICATION					
10/18/23	001-3520-572.12-00	(34,851)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3520-572.13-00	(4,795)			
	001-3520-572.14-00	3,097			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 3520 Total	($36,549)	
3540 - PUBLIC WORKS- FLEET MAINT					
10/18/23	001-3540-519.27-00	1	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3540-519.22-00	2,100			
1	Budget Amendments/Transfers		Division 3540 Total	$2,101	
3560 - FACILITY MANAGEMENT					
10/02/23	001-3560-519.46-00	(200)	2024 POLARIS RANGER BAL SEPTEMBER CLEANUP		5251
	001-3560-519.64-00	200			
10/18/23	001-3560-519.14-00	(275)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3560-519.12-12	10			
	001-3560-519.23-00	94			
	001-3560-519.23-09	98			
	001-3560-519.23-07	104			
	001-3560-519.22-00	1,188			
	001-3560-519.21-00	1,971			
	001-3560-519.23-04	3,250			
	001-3560-519.12-00	25,049			
2	Budget Amendments/Transfers		Division 3560 Total	$31,489	
3580 - CAPITAL PROJECTS MNGMT					
10/12/23	001-3580-519.64-00	8,000	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116		145
	001-3580-519.63-07	49,977			
	001-3580-519.63-00	697,853			
	001-3580-519.63-07	1,213,174			
10/18/23	001-3580-519.12-00	(1,000)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	001-3580-519.23-04	(400)			
	001-3580-519.14-00	22			
	001-3580-519.23-09	28			
	001-3580-519.23-00	29			
	001-3580-519.22-00	1,596			
10/27/23	001-3580-519.63-07	321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118		345
	001-3580-519.63-00	10,748	STRADLEY PARK BUDGET RESOLUTION #: 23-121		347
	001-3580-519.63-00	60,000			
	001-3580-519.63-00	133,261			
	001-3580-519.63-07	488,376			
4	Budget Amendments/Transfers		Division 3580 Total	$2,983,461	
48	Total Budget Amendments/Transfers		**GENERAL FUND**	**$3,466,698**	
3240 - HOUSING GRANTS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/18/23	103-3240-554.12-00	(205)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	103-3240-554.21-00	16			
	103-3240-554.22-00	189			
1	Budget Amendments/Transfers		Division 3240 Total	$0	
	1 Total Budget Amendments/Transfers		**CDBG**	**$0**	
3240 - HOUSING GRANTS					
10/18/23	104-3240-554.12-00	(13)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	104-3240-554.22-00	13			
1	Budget Amendments/Transfers		Division 3240 Total	$0	
	1 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$0**	
3240 - HOUSING GRANTS					
10/12/23	105-3240-554.83-00	14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112		142
10/18/23	105-3240-554.12-00	(57)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	105-3240-554.22-00	57			
2	Budget Amendments/Transfers		Division 3240 Total	$14,691	
	2 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$14,691**	
3200 - ADMINISTRATION					
10/18/23	107-3200-524.27-00	(1,400)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	107-3200-524.12-00	(900)			
	107-3200-524.24-00	(545)			
	107-3200-524.23-00	64			
	107-3200-524.23-09	170			
	107-3200-524.13-00	1,232			
	107-3200-524.22-00	1,379			
1	Budget Amendments/Transfers		Division 3200 Total	$0	
	1 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
10/02/23	110-3230-559.63-00	(18,625)	LEE WENNER PARK CORR. SEPTEMBER CLEANUP		5251
	110-3230-559.63-00	18,625			
10/12/23	110-3230-559.46-00	(2,978)	Redev. Coord. Change RESOLUTION #: 23-602		5345
	110-3230-559.55-00	(967)			
	110-3230-559.23-08	6			
	110-3230-559.23-07	14			
	110-3230-559.23-00	63			
	110-3230-559.22-00	698			
	110-3230-559.12-00	1,463			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/12/23	110-3230-559.23-04	1,701	Redev. Coord. Change RESOLUTION #: 23-602		5345
10/13/23	110-3230-559.44-00	(62,179)	COCOA VILLAGE POST OFFICE LEASE GASB87 COMPLIANCE		162
	110-3230-517.72-31	2,124			
	110-3230-517.71-31	60,055			
	110-3230-559.44-00	(60,516)			5348
	110-3230-517.72-31	2,700			
	110-3230-517.71-31	57,816			
10/25/23	110-3230-559.63-00	(50,000)	CORRECT LIGHTING BUDGET ACCOUNT AND PROJ #		5408
	110-3230-559.64-00	50,000			
5 Budget Amendments/Transfers			Division 3230 Total	$0	
5 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$0**	
3570 - STORMWATER UTILITY					
10/27/23	303-3570-538.63-73	199,145	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128		350
	303-3570-538.63-08	226,878			
	303-3570-538.63-73	4,103,261			
1 Budget Amendments/Transfers			Division 3570 Total	$4,529,284	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$4,529,284**	
1506 - INVENTORY					
10/02/23	421-1506-536.12-00	(450)	CORR. NEG BAL & FORKLIFT SEPTEMBER CLEANUP		5251
	421-1506-536.52-30	50			
	421-1506-536.46-00	400			
1 Budget Amendments/Transfers			Division 1506 Total	$0	
1515 - UTILITY SUPPORT SERVICES					
10/02/23	421-1515-536.52-30	(3,700)	FIELD SERV. VEH. REPAIR SEPTEMBER CLEANUP		5251
	421-1515-536.46-03	3,700			
10/18/23	421-1515-536.12-12	5	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	421-1515-536.23-04	463			
	421-1515-536.22-00	4,583			
2 Budget Amendments/Transfers			Division 1515 Total	$5,051	
4010 - WATER ADMINISTRATION					
10/02/23	421-4010-536.31-00	(6,000)	LAB VEHICLE 337 REPAIR SEPTEMBER CLEANUP		5251
	421-4010-536.31-00	(1,000)			
	421-4010-536.46-03	1,000			
	421-4010-536.46-03	6,000			
10/18/23	421-4010-536.12-00	(11,968)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	421-4010-536.12-00	(5,051)			
	421-4010-536.22-00	1,300			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2 Budget Amendments/Transfers			Division 4010 Total	($15,719)	
4020 - DYAL PLANT					
10/02/23	421-4020-536.64-00	(10,412)	ACCENT BARRIER CLAMPS SEPTEMBER CLEANUP		5251
	421-4020-536.64-00	(4,726)			
	421-4020-536.64-00	4,726			
	421-4020-536.64-00	10,412			
	421-4020-536.44-00	(8,000)	CORR. NEG BAL SEPTEMBER CLEANUP		5251
	421-4020-536.46-03	8,000			
10/13/23	421-4020-536.44-21	(433,680)	DYAL GENERATOR GASB87 COMPLIANCE		161
	421-4020-536.44-21	(433,680)			5347
10/18/23	421-4020-536.12-00	(32,309)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	421-4020-536.20-00	468			
	421-4020-536.14-00	31,841			
10/30/23	421-4020-536.64-00	(10,412)	Spot Cooler Proj. Adjust		5423
	421-4020-536.64-00	10,412			
6 Budget Amendments/Transfers			Division 4020 Total	($867,360)	
4025 - WATER FIELD OPERATIONS					
10/18/23	421-4025-536.12-12	1,015	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	421-4025-536.14-00	2,375			
	421-4025-536.22-00	6,797			
1 Budget Amendments/Transfers			Division 4025 Total	$10,187	
4055 - ENGINEERING					
10/02/23	421-4055-536.49-00	(356)	CORR. NEG BAL SEPTEMBER CLEANUP		5251
	421-4055-536.46-00	356			
1 Budget Amendments/Transfers			Division 4055 Total	$0	
4120 - SELLERS PLANT					
10/02/23	421-4120-536.46-00	(3,000)	CORR. NEG BAL SEPTEMBER CLEANUP		5251
	421-4120-536.46-03	3,000			
10/12/23	421-4120-536.46-00	(26,000)	SCADA MAINT. INCREASE RESOLUTION #: 23-113		141
	421-4120-536.31-03	26,000			
10/18/23	421-4120-536.12-00	(18,950)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	421-4120-536.23-09	128			
	421-4120-536.14-00	9,265			
	421-4120-536.22-00	9,557			
3 Budget Amendments/Transfers			Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
10/02/23	421-4125-536.44-00	(1,000)	CORR. NEG BAL & UPS SEPTEMBER CLEANUP		5251

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/02/23	421-4125-536.56-15	(715)	CORR. NEG BAL & UPS SEPTEMBER CLEANUP		5251
	421-4125-536.54-00	(38)			
	421-4125-536.47-00	38			
	421-4125-536.42-00	1,715			
10/18/23	421-4125-536.12-00	(10,061)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	421-4125-536.23-09	52			
	421-4125-536.23-00	116			
	421-4125-536.12-12	481			
	421-4125-536.14-00	687			
	421-4125-536.22-00	9,206			
10/27/23	421-4125-536.46-00	(33,570)	CAROLLO ENG. TASK # 24-03 RESOLUTION #: 23-119		346
	421-4125-536.31-03	33,570			
3 Budget Amendments/Transfers			Division 4125 Total	$481	
4700 - DEBT SERVICE					
10/13/23	421-4700-517.72-32	94,170	DYAL GENERATOR GASB87 COMPLIANCE		161
	421-4700-517.71-32	339,510			
	421-4700-517.72-32	103,951			5347
	421-4700-517.71-32	329,729			
2 Budget Amendments/Transfers			Division 4700 Total	$867,360	
21 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$0**	
3570 - STORMWATER UTILITY					
10/02/23	423-3570-538.64-00	(5,586)	TRLR MOUNT THOMPSON PUMP SEPTEMBER CLEANUP		5251
	423-3570-538.64-00	5,586			
10/18/23	423-3570-538.12-00	(379)	CORRECT PAYROLL NEGATIVE SEPTEMBER CLEANUP		5251
	423-3570-538.12-00	(82)			
	423-3570-538.12-12	82			
	423-3570-538.14-00	379			
10/27/23	423-3570-538.63-73	347,957	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128		350
	423-3570-538.63-73	369,334			
3 Budget Amendments/Transfers			Division 3570 Total	$717,291	
3 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$717,291**	
4010 - WATER ADMINISTRATION					
10/27/23	424-4010-581.91-21	199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128		351
1 Budget Amendments/Transfers			Division 4010 Total	$199,904	
4055 - ENGINEERING					
10/13/23	424-4055-536.63-00	(2,851,642)	PROJECT TRANSFER IRP		5346
	424-4055-536.63-00	(224,140)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/13/23	424-4055-536.63-00	4,343,759	PROJECT TRANSFER IRP		5346
10/27/23	424-4055-536.63-08	46,469	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128		350
	424-4055-536.63-73	998,420			
2 Budget Amendments/Transfers			Division 4055 Total	$2,312,866	
4120 - SELLERS PLANT					
10/13/23	424-4120-536.64-15	(1,267,977)	PROJECT TRANSFER IRP		5346
1 Budget Amendments/Transfers			Division 4120 Total	($1,267,977)	
4 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$1,244,793**	

87 Transfers & Amendments between 10/1/2023 and 10/31/2023

FY 2024 TOTAL TRANSFERS & AMENDMENTS **9,972,757**

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 2024 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk