City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, November 14, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-526 Approve the Agenda for the Regular meeting of November 14, 2018, as presented or with amendments.

Attachments: 11-14-18 Short Agenda.pdf

MINUTES:

II.2 18-528 Approve the Minutes of the Regular meeting of September 25, 2018, as written or with amendments.

Attachments: 09-25-18 Minutes.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 18-485 Approve a Resolution Amending the FY19 Budget, moving funds from a Budgeted Capital Account to an Operating Account, for the purchase of twelve new Panasonic Toughbook computers Project Number PD16IT. (Chief of Police)

Attachments: CSR-FY19 12 laptops (9-27-18) fully executed.pdf
Sourcewell #100614-CDW.pdf
CDW Quote KCWD803 (12 Toughbooks).pdf
Budget Resolution FY 2019.docx
BAF 19-011 -PD-Tough Books (11-14-18)~Agenda 18-485 - FY19.pdf

V.2 18-520 Approve a Cooperative Purchase Agreement with Tech System, Inc for a new roof system on old Fire Station #3 piggybacking existing bid for Brevard County Continuing Roofing Contracting Services: P-4-18-12, Effective July 10, 2018 through July 10, 2019. (Public Works Director)

Attachments: Fire Station 3 Cocoa Roof Replacement 2018 revised
RFP#P-4-18-12 Tech Systems Award Rates

V.3 18-522 Approval for the use of forfeiture funds to purchase replacement cameras and recording equipment for the interview rooms in the Criminal Investigations Division in the amount of $7,488, and approve a Resolution amending the Fiscal Year 2019 Budget. This expenditure is deemed consistent within the provisions under Florida State Statute 932.7055(5)(a). (Chief of Police)

Attachments: AdapttoSolve Quote 24454 Interview room quote 8-18.pdf
TristarEstimate_78692_2018-11-06 Interview room.pdf
mc2inc no quote.pdf
Budget Resolution FY 2019.docx
BAF 19-012 -PD-CID Interview Room (11-14-18)~ Agenda 18-522 - FY19.pdf

V.4 18-523 Approval of Bid B-19-05-COC and Notice of Award and authorize a purchase order in the amount of $121,200 to Micnor Corp. DBA US Lawns of Brevard, for the Mowing and Maintenance of various city areas to include King Street (S.R.520) Medians and Rights of Way, Cocoa Boulevard (US1) Medians and selected Right of Way areas, Cemeteries: Hilltop, Cocoa, Pinecrest and Evergreen, Water Field Operations and 533 Bernard Street. (Public Works Director)

Attachments: B-19-05-COC Tabulation Sheet
B-19-05-COC Notice of Award.2018 US Lawns
B-19-05-COC FINAL MEMO
Fuller Landscape Bid
US Lawn Bid

V.5 18-524 Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida to Purchase a Vermeer McLaughlin VX50-500 Vacuum Excavator and Associated Equipment Utilizing the Florida Sheriff's Association Contract No. FSA18-VEH16.0. (Utilities Director)

Attachments: FL Sheriff's Contract Bid Award FSA18-VEH16.0

Vermeer LP873SDT - VX50-500 Vacuum Excavator Quote 10.15.18

V.6 18-532 Approve the Access Easement Agreement and an Overhead Power Line Easement Agreement on the Wewahootee Water Plant (160 Acres) Site with Lockheed Martin; To Authorize the City Manager to Execute the Agreements. (Utilities Director)

Attachments: LMC Access Easement Agreement

LMC Overhead Power Easement Agreement

V.7 18-535 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Replacement Peerless Transfer Pump from Tom Evans Environmental, Inc., Lakeland, Florida, for the Dyal Water Treatment Plant. (Utilities Director)

Attachments: Resolution SS - Peerless Transfer Pump

Quote

SS Letter

V.8 18-537 Approve Task Order 2019-95 with CH2M for FY2019 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects Effective October 1, 2018 through September 30, 2019; To Authorize the City Manager to Execute Task Order. (Utilities Director)

Attachments: TO (2019-95) CH2M-10-30-18) $671456 -- UT

T.O. 2019-95 Proposal PM Operating Revenue (1)

T.O. 2019-95 Labor Hour Breakdown

V.9 18-538 Approve Task Order 2019-96 with CH2M for FY2019 Program Management Services for Cocoa Utilities 2018 Bond Funded Projects effective October 1, 2018 through September 30, 2019; To Authorize the City Manager to Execute Task Order; To Approve a Resolution Amending the FY2019 Budget. (Utilities Director)

Attachments: TO (2019-96) CH2M (10-30-18) $325116 -- UT

T.O. 2019-96 Proposal PM FY19 Bond Projects

T.O. 2019-96 Labor Hour Breakdown

Budget Resolution FY2019

BAF 2019-017 -UT- Task Order 2019-96 (11-14-18)~ Agenda 18-538 - FY19.pd

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 18-545 Approve the request to change the road closure time for the 2018 Annual Cocoa/Rockledge Holiday Tree Lighting and Parade on Saturday, December 8, 2018. (Leisure Services Manager)

Attachments: 2018_RC_Council_Agenda

VII.2 18-560 City Council direction regarding an agreement for Professional Services between the City of Cocoa and Alcalde & Fay, LTD. (CIty Manager)

Attachments: 1_24_18 Agreement for Professional Services-executed.pdf
Alcalde & Fay Packet.pdf
12_12_17 Journal.pdf
01-25-2005.pdf
09-03-2014.pdf

VIII. CITY BUSINESS:

VIII.1 18-547 Approval of Accounting Services for CAFR Preparation and Review and Approve a Resolution Amending the FY 2019 Budget, through the use of General Fund and Utilities Contingency. (Finance Director)

Attachments: Milestone RFP-2016-0041 Fully Executed Casselberry
Budget Resolution FY 2019.docx
BAF 19-014-FN-Accounting Services (11-14-18)~ Agenda 18-547.pdf

MULTI-YEAR CONTRACTS:

VIII.2 18-549 Request authorization to award a multi-year task order and purchase order to Infrastructure Solution Services, LLC. (ISS) for Design and Engineering Services related to the Riverfront Park Promenade Improvements Project, under the Civil Engineering Continuing Services Agreement RFQ-16-01-COC-A, for the 100% design, Competitive Bid Package Preparation, and Construction Engineering Services through to Project Completion in the amount of $66,320, including bidding and construction engineering services. (Public Works Director)

Attachments: Quote COC-18-16 - City of Cocoa Promenade Project ISS Design Task Order $
TO (2019-16) ISS -- 10.31.18 - $66320 - PW.pdf

VIII.3 18-550 Request authorization to amend and award a multi-year task order and issue a change order to PO# 73217 adding $93,640.00 to Infrastructure Solution Services, LLC. for Design and Engineering Services related to the T-Dock and Day Slips Project, under the Civil Engineering Continuing Services Agreement RFQ-16-01-COC-A, for the 100% design, Competitive Bid Package Preparation, and Construction Engineering Services through to Project Completion for a total project cost of $141,140.00. (Public Works Director)

Attachments: City of Cocoa T-Dock and Day Slips Project ISS Design Task Order r11-7-18.pd
TO (2018-12.1) ISS -10.31.18-$93640 - PW.pdf
FY 2018 TO-PW-ISS-Task Order#-08.13.18-$47,500.pdf

IX. INFORMATIONAL AGENDA:

IX.1 18-512 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Monthly Financial Report September 2018.pdf

IX.2 18-563 Cocoa Police Department District Event Statistics for the month of September, 2018. (Chief of Police)

Attachments: Sept 2018 Council Report by District

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

Legislation Details (With Text)

File #:	18-526	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/23/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of November 14, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-14-18 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2018
Agenda Date: November 14, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of November 14, 2018, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of November 14, 2018, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

November 14, 2018

DATE: November 14, 2018	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of November 14, 2018 (18-526)
2. Minutes: Regular City Council Meeting of September 25, 2018 (18-528)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

1. Approve a Resolution Amending the FY19 Budget, moving funds from a Budgeted Capital Account to an Operating Account, for the purchase of twelve new Panasonic Toughbook computers Project Number PD16IT. (18-485). (Chief of Police)

2. Approve a Cooperative Purchase Agreement with Tech System, Inc for a new roof system on old Fire Station #3 piggybacking existing bid for Brevard County Continuing Roofing Contracting Services: P-4-18-12, Effective July 10, 2018 through July 10, 2019. (18-520). (Public Works Director)

3. Approval for the use of forfeiture funds to purchase replacement cameras and recording equipment for the interview rooms in the Criminal Investigations Division in the amount of $7,488, and approve a Resolution amending the Fiscal Year 2019 Budget. This expenditure is deemed consistent within the provisions under Florida State Statute 932.7055(5)(a). (18-522). (Chief of Police)

4. Approval of Bid B-19-05-COC and Notice of Award and authorize a purchase order in the amount of $121,200 to Micnor Corp. DBA US Lawns of Brevard, for the Mowing and Maintenance of various city areas to include King Street (S.R.520) Medians and Rights of Way, Cocoa Boulevard (US1) Medians and selected Right of Way areas, Cemeteries: Hilltop, Cocoa, Pinecrest and Evergreen, Water Field Operations and 533 Bernard Street. (18-523). (Public Works Director)

5. Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida to Purchase a Vermeer McLaughlin VX50-500 Vacuum Excavator and Associated Equipment Utilizing the Florida Sheriff's Association Contract No. FSA18-VEH16.0. (18-524). (Utilities Director)

6. Approve the Access Easement Agreement and an Overhead Power Line Easement Agreement on the Wewahootee Water Plant (160 Acres) Site with Lockheed Martin; To Authorize the City Manager to Execute the Agreements. (18-532). (Utilities Director)

7. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Replacement Peerless Transfer Pump from Tom Evans Environmental, Inc., Lakeland, Florida, for the Dyal Water Treatment Plant. (18-535). (Utilities Director)

8. Approve Task Order 2019-95 with CH2M for FY2019 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects Effective October 1, 2018 through September 30, 2019; To Authorize the City Manager to Execute Task Order. (18-537). (Utilities Director)

9. Approve Task Order 2019-96 with CH2M for FY2019 Program Management Services for Cocoa Utilities 2018 Bond Funded Projects effective October 1, 2018 through September 30, 2019; To Authorize the City Manager to Execute Task Order; To Approve a Resolution Amending the FY2019 Budget. (18-538). (Utilities Director)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve the request to change the road closure time for the 2018 Annual Cocoa/Rockledge Holiday Tree Lighting and Parade on Saturday, December 8, 2018. (18-545). (Leisure Services Manager)

2. City Council direction regarding an agreement for Professional Services between the City of Cocoa and Alcalde & Fay, LTD. (18-560). (City Manager)

VIII. CITY BUSINESS:

1. Approval of Accounting Services for CAFR Preparation and Review and Approve a Resolution Amending the FY 2019 Budget, through the use of General Fund and Utilities Contingency. (18-547). (Finance Director)

MULTI-YEAR CONTRACTS:

2. Request authorization to award a multi-year task order and purchase order to Infrastructure Solution Services, LLC (ISS) for Design and Engineering Services related to the Riverfront Park Promenade Improvements Project, under the Civil Engineering Continuing Services Agreement RFQ-16-01-COC-A, for the 100% design, Competitive Bid Package Preparation, and Construction Engineering Services through to Project Completion in the amount of $66,320, including bidding and construction engineering services. (18-549). (Public Works Director)

3. Request authorization to amend and award a multi-year task order and issue a change order to PO# 73217 adding $93,640.00 to Infrastructure Solution Services, LLC. for Design and Engineering Services related to the T-Dock and Day Slips Project, under the Civil Engineering Continuing Services Agreement RFQ-16-01-COC-A, for the 100% design, Competitive Bid Package Preparation, and Construction Engineering Services through to Project Completion for a total project cost of $141,140.00. (18-550). (Public Works Director)

IX. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (18-512). (Finance Director)

2. Cocoa Police Department District Event Statistics for the month of September, 2018. (18-563). (Chief of Police)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	18-528	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/23/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of September 25, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-25-18 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2018
Agenda Date: November 14, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of September 25, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of September 25, 2018, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

September 25, 2018

A Regular City Council meeting was held on Tuesday, September 25, 2018, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

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

Chief Prince provided the invocation and Councilman Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Karen Hamilton, Community Services Director; Mike Cantaloupe, Chief of Police, Gene Prince, Fire Chief; Tony Jones, Fleet Manager/Acting Public Works Director; Rebecca Bowman, Finance Director; Gail Bantugan, Leisure Services Manager; Jonathan Lamm, Deputy Fire Chief; LeShawn Hinton, Helpdesk Support Tech; Kenny Jones, James McPeak, Jeff Holder, Kris Hiatt, Carl Cerro (all Public Works); Neodasha Harris, Leisure Services Coordinator; and Lt. Ondo, Police Department.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of September 25, 2018 (18-441)
2. Minutes: (a) Regular City Council Meeting on August 14, 2018 (18-443)
(b) Regular City Council Meeting on August 28, 2018 (18-444)

Councilman Boisvert requested the addition of Item III.2, a Proclamation for the Brevard Humane Society, and to incorporate Mr. Ed Green's email into the August 14, 2018 minutes regarding comments read into the record at the August 14, 2018 Regular City Council meeting.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the Agenda for the Regular meeting of September 25, 2018 as amended.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to approve the Minutes of the Regular City Council meeting of August 14, 2018 and the Regular City Council meeting of August 28, 2018 as written.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. 2018 Trash Bash Awards Presentation. (18-313). (Leisure Services Manager)

Ms. Neodasha Harris from Leisure Services mentioned that Cocoa has participated in the Trash Bash for the past couple of years. She introduced Mr. Bryan Bobbitt with Keep Brevard Beautiful.

Mr. Bobbitt pointed out that for the third consecutive year, Ms. Harris has led the City of Cocoa to a win, ousting Melbourne. He thanked her for her leadership over the years. The City had 300-400 volunteers that picked up thousands of pounds of trash in a couple of hours.

Waste Management was a sponsor of the Trash Bash and Mr. Bobbitt presented the following groups with awards for winning:

- Girl Scout Troop 7011 (could not be in attendance)
- Cocoa High School JROTC was presented with a certificate and cadets and he thanked the cadets and their instructor for all that they do.
- Cocoa PAL was recognized for their hard work and Mr. Bobbitt advised that they were a very active group.
- BACRAP was recognized and Mr. Bob Harvey collected the award on their behalf.

He thanked Cocoa again for being a “Threepeat” winner and reiterated his thanks for the City’s support.

2. Proclamation for the Brevard Humane Society. (City Manager)

City Manager Titkanich read the proclamation into the record and Ms. Theresa Clifton accepted it on behalf of the Central Brevard Humane Society.

IV. DELEGATIONS:

Rev. J.B. Dennis, 3710 Catalina Drive, Cocoa, mentioned that he received a message from Five Points Pharmacy stating that a customer was robbed in broad daylight. A recording of the incident was provided to the Mayor for the record. He and the victim want the person brought to justice.

Mayor Parrish stated that he saw the video and that they looked like fake cops.

James Watkins, 1108 Lake Drive, Cocoa, and pharmacist at Five Points Pharmacy, spoke in regards to the incident. Mayor Parrish asked him if anything

had been resolved and in response, Mr. Watkins stated no. The incident was discussed and Mayor Parrish felt that it was all very disturbing.

He was assured that the City Manager and Chief of Police would look at the video.

Theresa Clifton, Brevard Humane Society, 1020 Cox Road, in Cocoa, thanked Council for the proclamation. She advised that they have been provided a grant for $25,000 to spay and neuter cats and stated that it is for low income families who cannot afford to get this done on their own. They will do them until the money is gone. Additionally, "Remember Me Thursday", which is what the proclamation was about, mentions that there are too many animals that lose their lives because of no space in shelters. Lastly, on Thursday, October 4, at 7 p.m. there will be a blessing of the animals in the Heavenly Paws Chapel located at 1020 Cox Road.

Staci Hawkins-Smith, 300 Brevard Avenue, Cocoa Village Playhouse, announced that they have opened the 29th season and they have had over 1,800 people through their doors this weekend. "The Little Mermaid" is the opening show and going on now. The show is not just for children and is being done by volunteer performers. She hoped to see Council this season and if anyone would like a tour they can contact the City Manager.

Deputy Mayor Blanco advised that she saw "The Little Mermaid" and thought it was amazing. She stated that the audience was mesmerized and even though "Ariel" was performing on a broken foot she was amazing.

Councilman Whipple thanked her for what she has done with the historic site and believed that what they do is fantastic. He thanked her for everything that she does.

Ms. Hawkins-Smith thanked them and noted that Stars of Tomorrow auditions are going on now.

V. CONSENT AGENDA:

1. Approve Task Order 2019-93 with Jacobs/CH2M for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC; Pending Approval of the FY2019 Budget. (18-386). (Utilities Director)

2. Approve Task Order 2019-92 with Jacobs/CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, project management, organizing and utilizing asset data; Pending Approval of the FY2019 Budget. (18-387). (Utilities Director)

3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase through Redzone Robotics for Manhole Assessments; Pending Approval of the FY2019 Budget. (18-388). (Utilities Director)

4. Approve Task Order 2019-02 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Assessment Information Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance. (18-389). (Utilities Director)

5. Approve the First Amendment to Purchase Agreement with Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for Contract Laboratory Services effective October 1, 2018 through September 30, 2020. (18-425). (Utilities Director)

6. Approve a Resolution Amending the FY2018 Budget and Approve Task Order 2018-03 with Carollo Engineers, Inc., Walnut Creek, California, for a Computerized Maintenance Management System (CMMS) and Electronic Operation and Maintenance Manual Created and Installed on all Sellers SCADA Computers, Project No. WS17CM. (18-432). (Utilities Director)
7. Approve a Resolution Amending the FY2018 Budget to Reallocate Funds Due to Increase in Fuel Costs and Vehicles Repairs. (18-435). (Utilities Director)

8. Award Bid #B-18-19-COC, Lift Station No. 29 Gravity Main Improvements, to Danus Utilities, Inc., Sanford, Florida, for the Gravity Main Replacement Project in the Amount of $162,490; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $16,249 (10% of the Contract Amount) for a Total Project Cost of $178,739. (18-451). (Utilities Director)

9. Approve the Reappointment of Mr. Elliott Zimmerman as a member of the Fire Pension Board, through September 30, 2020. (18-453). (Administrative Services Director)

10. Approve the new City of Cocoa Drug and Alcohol-Free Workplace Policy and Procedure effective October 1, 2018. (18-458). (Administrative Services Director)

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve the requested revisions and date changes to the road closures that were previously approved by City Council on January 9, 2018. (18-418). (Assistant to the City Manager/Public Relations Specialist)

Ms. Bantugan noted this is a revision for street closures on the 2018 street closure list. Christ Central Church has asked to move their Annual Fall Festival to Saturday, November 3, 2018. This would result in zero closure days as the closure is not in the CBD. Additionally, staff is requesting to adjust the time for this years' Mardi Gras, which will change from one full day to a half day. Lastly, staff would like to remove the HCVA Fall Car Show which was canceled. This will give them back a full day on street closures.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of a full day road closure request (210 ft. from 8:00am-5:00pm) of Rosa L. Jones, in South Cocoa Village on October 13, 2018 by Upcycled Restoration Co. (18-419). (Assistant to the City Manager/Public Relations Specialist)

Ms. Bantugan advised that this was a new event that everyone is hoping to be done on a regular basis. The business is requesting a one day street closure on October 13, 2018 on Rosa L. Jones Drive. She pointed out that a footprint of the closure was in the agenda item.

Ms. Kim Davis and Sharon (last name not stated), owners of Upcycled Restoration spoke in regards to the event. They noted that they have been in the Village since 2016 and this year they have started holding special events and being open one weekend a month. For this upcoming event, vendors are brought in from all over Florida and customers will be coming from all over. They

have rented the Women's Center, have food trucks coming and a lot of other vendors. They are the only business in this area to host an event like this and they are hoping to do this two to three times per year.

Mayor Parrish believes it is great and that they expect 3,000-5,000 people.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Ordinance No. 09-2018/first reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2018 to September 30, 2021, amending Section 2-321, Retirement Dates; and amending Section 2-332, Share Plan. (18-415). (Administrative Services Director)

Attorney Garganese read Ordinance No. 09-2018 into the record, by title only as follows and advised that this was the first reading of the Ordinance.

ORDINANCE NO. 09-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-321, RETIREMENT DATES; AMENDING SECTION 2-332, SHARE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Ms. Gemmati provided a brief background on the item. She advised that throughout the process of negotiations there were agreed changes for the pension article that effect the City of Cocoa's Firefighter's Retirement Plan.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve Resolution No. 2018-078 to Change the Definition of a Capital Asset for Accounting Purposes. (18-420). (Finance Director)

Ms. Bowman explained the item will re-establish the capital asset threshold as items having a useful life of two years or more and cost $5,000 or more. This will also amend the capitalization policy, which is included in the FOM, Section 21, Capitalization Thresholds.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve Resolution No. 2018-080 to Establish a Working Capital Reserve Policy. (18-430). (Finance Director)

Ms. Bowman explained that this would establish a working capital reserve policy for the Water and Sewer Utility Fund. The policy would define working capital and establish a target working capital reserve of four to six months of operating expenses, less amortization and depreciation. It will also establish when working capital reserves can be used and guidelines for replenishment of working capital reserves.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2018 through September 30, 2021. (18-456). (Administrative Services Director)

Ms. Gemmati mentioned that negotiations have been going on for several months and an agreement has been reached for a three-year contract with a three percent increase every year for the next three years. Additionally, holiday pay will be changed as pensionable. She pointed out that on Wednesday, September 19th the union voted and it was 46-2.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 Union for the contract term October 1, 2018 to September 30, 2021. (18-457). (Administrative Services Director)

Ms. Gemmati announced that some members of LIUNA were in the audience. A three-year contract was negotiated with a three year term and a three percent wage increase for all three years. There were several other administrative changes also. The vote on this contract was 96-35.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Authorize change orders to CareATC (PO 71143) for FY2018 on the multi-year agreement with CareATC in the amount of $78,083. Authorize the City Manager to approve any necessary change orders for Fiscal Year 2019 not to exceed $50,000 and any future change orders that may be needed for future renewal terms up to $50,000. (18-462). (Administrative Service Director)

Ms. Gemmati advised that in the original agenda item the budgetary impact was not spelled out for future years. There is only one more year on the multi-year agreement. A change order was needed to pay for expenses that the City uses at the clinic.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

7. Award Bid # B-19-02-COC, Liquid Chlorine and Soda Ash to Brenntag Mid-South Inc., Orlando, FL, for the Purchase of Liquid Chlorine and to Genesis Alkalai, LLC, Philadelphia, PA, for the Purchase of Soda Ash; To Approve the First Amendment to Purchase Agreement with Tropichem Enterprises, Jupiter, FL, for the Purchase of Wisprofloc-N-Starch; Carmeuse Lime & Stone, Pittsburg, PA, for the Purchase of Quick Lime Pebble 3/8" and ¾"; and Air Products and Chemicals, Inc., Allentown, PA, for the Purchase of Liquid Oxygen (LOX); To Approve the Second and Final Amendment to Purchase Agreement with Kemira Water Solutions, Inc., Lawrence, KS, for the Purchase of Ferric Sulfate; Airgas USA, LLC, Tampa, FL, for the Purchase of Carbon Dioxide; Tanner Industries, Inc., Southhampton, PA, for the Purchase of Anhydrous Ammonia; Harcros Chemicals, Inc., Tampa, FL, for the Purchase of Hydroflurosilicic Acid; and Allied Universal Corporation, Miami, FL, for the Purchase of Sodium Hypochlorite; and To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal Flo Liquid Lime from Burnett Lime, Co., Inc., Campobello, SC; LT27 Polymer from Fort Bend Services, Inc., Stafford, TX; and 1986N Superfloc from Industrial Chemicals, Inc., Dallas, TX, for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2019. (18-391). (Utilities Director)

   Mr. Walsh advised that there were several different actions included on this item, but overall it was for chemicals that are used at the Dyal Plant.[1]

   Councilwoman Warner questioned the company that is located in South Carolina and if they had been affected by the flooding. Mr. Walsh stated responded in the negative. [2]

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

[1] Councilman Boisvert left the meeting at 6:45 p.m.
[2] Councilman Boisvert returned to the meeting at 6:48 p.m.

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Approve Amendment #2 to the Continuing Services Agreement for Cardno to renew the agreement for 36 months or three (3) more years, as approved by City Council on June 23, 2015; Approve Amendment #2 to the Continuing Services Agreement for Terracon Consultants, Inc. to renew the agreement for 36 months or three (3) more years, as approved by City Council on June 23, 2015. (18-424). (Community Services Director)

Ms. Hamilton provided background on this item pointing out that the City has had several Brownfields grants. In 2015 there was a request for proposal and these were the top two candidates. Each would have a three-year contract. There was a previous amendment to their contracts and this would renew both for three more years.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

9. Approval of sole source resolution for a multi-year agreement with Target Solutions Learning, LLC for a city-wide Learning Management System effective October 1, 2018 through September 30, 2021 and authorize the City Manager to approve the final terms and conditions of the agreement and execute the final agreement upon final approval by the City Attorney as to legal form and sufficiency. (18-437). (Administrative Services Director)

Ms. Gemmati advised that since the item was written the contract has been finalized and is available for signing today. She explained what types of trainings are available with Target Solutions and provided examples of what some of the departments use it for.

Councilwoman Warner asked if staff has seen a reduction in travel that employees do. In response, Ms. Gemmati stated some still have to travel but this does allow more access for employees and with the recent purchase of Chrome Books, a lot of their training can be purchased on the first day of employment.

Deputy Mayor Blanco asked if employees can do this on their own time and in response, Ms. Gemmati advised they need to do it on City time.

Councilman Whipple asked what happens if an employee cannot pass the test after several attempts. Ms. Gemmati stated it would probably mark them as failed.

Mayor Parrish asked if the training was a condition of employment.

City Manager pointed out that if the training related to the CEU's required for employment then the Department Director or Manager would help those employees.

Councilwoman Warner asked if this also does IT trainings. Ms. Gemmati stated it was not the same program and Assistant City Manager Fuhrer stated they use the program KnowBe4.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

10. Approve a multi-year Service Agreement with Regional Emergency Medicine Specialist, Inc., representing David William, D.O., for services provided to Cocoa Fire Department and authorize the City Manager to execute the agreement. This is contingent on approval of the Fiscal Year 2020 and 2021 budgets. (18-459). (Fire Chief)

Chief Prince presented the item and mentioned that this was the contract for medical direction, as all paramedics and EMT's have to work under a doctor.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 08/31/2018. (18-412). (Finance Director)

2. 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. (18-446). (Finance Director)

3. FY 2018 Budget Adjustment Report. (18-447). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (18-448). (Finance Director)

5. Cocoa Police Department District Event Statistics for the month of July, 2018. (18-461). (Chief of Police)

X. REPORTS:

Ms. Bowman provided an update on figures from the hurricanes and mentioned that Hurricane Irma was almost completed. There are still monies from Hurricane Matthew that are outstanding. The City's overall costs for Hurricane Matthew will be around $50,000 and about $320,000 for Hurricane Irma.

Councilman Whipple asked if she had been in touch with other municipalities in regards to what they were expecting to receive from FEMA. She replied that many have received money but they have not all received money for expenses that they incurred.

City Manager Titkanich explained that this was an issue statewide.

Ms. Bowman further advised that at the next City Council meeting, a contract would be presented that is being requested by the State. She explained that the state wants all municipalities to approve a contract with them stating the City understands all of the grant conditions.

Assistant City Manager Fuhrer noted that sometime back the City received information from FDOT stating that they would be conducting work on SR 520 and US 1 for a project on the eastbound lane only. They will be resurfacing. They asked FDOT if any of the safety improvements would be done in addition to

the resurfacing and questioned why they would not be doing the westbound lane also.

He noted that he, along with Ms. Gillette from the Space Coast TPO, went and discussed their concerns and FDOT mentioned that their closest timeline for construction was 2022. On top of that, in order to do the safety improvements they would need $1.4 million from the City. He mentioned that this is very frustrating and they intend to send a letter to ask for the earliest date for resurfacing and those safety improvements be integrated with that project. He reiterated that a letter would be sent to representatives seeking those items.

Mayor Parrish asked if it was the same people at FDOT that the City always works with. In response, Assistant City Manager Fuhrer stated yes.

Assistant City Manager Fuhrer further advised that the other item was the round-about that was included in their study. A cost benefit analysis was conducted and it was determined not to be feasible and it was removed from the plan. However, in working with a traffic consultant they found a means to turn left on Riveredge Blvd. and that idea was proposed. The City would have to do a study in order to prove to them that this would not change anything else.

Mayor Parrish asked how they could charge $1.4 million and City Manager Titkanich noted that the CRA instituted a study to demonstrate to the County and State that there is an issue there. He reiterated that staff would be reaching out with a letter, like Assistant City Manager Fuhrer stated.

Mayor Parrish voiced his concerns on safety in that area and City Manager Titkanich assured him that they are all frustrated and will do their best to speak with them.

Assistant City Manager Fuhrer mentioned that Brevard County had submitted for derelict vessel removal and the two out there currently are high on the list and have been legally cleared. They will be a priority when the County proceeds.

Mayor Parrish asked if the City was receiving complaints about big trucks on the SR 524 expansion. In response, Assistant City Manager Fuhrer agreed there is significant traffic but there have not been complaints.

Assistant City Manager Fuhrer spoke about his attendance at the Save Our Indian River Lagoon annual meeting in order to discuss project planning for next

year. They met with staff from the County regarding projects in Cocoa. There was good conversation and good takeaways and more information will be brought back for discussion with Council.

Lastly, he mentioned that they met with members of the Brevard Zoo and they might have a new stormwater project in the area. They reached out to them post hurricane to get them in line with the shoreline stabilization to ensure that nothing would impact the boating community. It could potentially be done this year but would definitely be completed next year.

City Manager Titkanich reminded everyone that tomorrow is "Dads Take your Child to School Day". He will be going with his son.

He mentioned that Saturday, September 29th is the 3rd Annual Space Coast Public Safety Awards and two Cocoa officers will be recognized.

Additionally, Mr. Jack Masson is being inducted into the Space Coast Public Service Hall of Fame.

He reminded all that Tuesday, October 2, 2018 is National Night Out and on October 3, 2018 at 6 p.m. there is a public workshop that GAI Consultants will be facilitating regarding the zoning amendment.

City Manager Titkanich pointed out that the FLC Legislative Conference which is typically held in December is being held November 15th & 16th this year. It is right after the election, so if anyone wants to attend please let the City Clerk's office know.

He will be attending Legislative Policy Committee meetings on October 11 & 12, 2018.

On November 20, 2018 the House would be holding their organizational session and the League is working at a rapid pace to try to get the agenda together.

Lastly, he advised that Council had approved the cancellation of the November 28th City Council meeting, but that meeting needs to be held, as Finance has to close their books on the 30th. In order to make necessary adjustments there are agenda items that need to be approved at that meeting.

* **MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to reinstate the previously cancelled Regular City Council Meeting on November 28, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

He reminded Council to follow up with the City Clerk in regards to the FLC Legislative Conference.

Deputy Mayor Blanco announced that she would be attending the FRA Conference October 24-26, 2018. City Manager Titkanich noted that conference is in the CRA's budget.

Councilman Whipple congratulated Ms. McLaughlin whose contract was approved for another year.

He thought Stone Street was looking good and was happy with the work on that project. He thanked Mr. Wegerif for the great job being done. He was told they would try to do a ribbon cutting prior to November.

Councilman Boisvert mentioned that the old Grandpa's Steakhouse had been torn down and Chrysler Dodge Jeep will be going in across from Bob Steele Chevrolet.

He thanked all for coming and Lt. Ondo for his presence tonight.

Deputy Mayor Blanco thanked administrative staff and for all of those who have worked hard on the contracts the last few months. She is looking forward to working with everyone in the coming year.

Mayor Parrish asked when Stone Street would be completed and in response, Mr. Wegerif stated by the 30th.

He asked when Fiske Boulevard was started. In response, Mr. Wegerif reminded everyone that they had put in for a hazard mitigation grant and they were waiting on feedback from FEMA on the status of the grant before they moved forward.

Mayor Parrish further questioned the status of MacFarland Park. It was pointed out that it is a County maintained park and there would be an agenda item coming forward shortly in regards to the park.

Mayor Parrish mentioned that he walked Lee Wenner Park up to the Whitley Bay area and that it is very safe. There are new LED lights and it changes the whole park. The sidewalk, although it looks narrow, is actually very wide. Mr. Wegerif agreed and believed that it turned out really nice.

In closing, Mayor Parrish noted that he was looking forward to an agenda item coming forward in regards to what will be put back at Lee Wenner Park. He believed that staff definitely needed to think about how Cocoa was going to reconnect with the river and what it meant to be a destination with the river. He hoped that everything the City was thinking about doing, such as the Civic Center, mooring fields, etc. would be done before he goes. It will be a big deal when it all happens.

XI. ADJOURNMENT.

*** MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to adjourn the Regular meeting of September 25,2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:25 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-485	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/27/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Approve a Resolution Amending the FY19 Budget, moving funds from a Budgeted Capital Account to an Operating Account, for the purchase of twelve new Panasonic Toughbook computers Project Number PD16IT. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CSR-FY19 12 laptops (9-27-18) fully executed.pdf Sourcewell #100614-CDW.pdf CDW Quote KCWD803 (12 Toughbooks).pdf Budget Resolution FY 2019.pdf BAF 19-011 -PD-Tough Books (11-14-18)~Agenda 18-485 - FY19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2018
Agenda Date: November 14, 2018
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Approve a Resolution Amending the FY19 Budget, moving funds from a Budgeted Capital Account to an Operating Account, for the purchase of twelve new Panasonic Toughbook computers Project Number PD16IT.

BACKGROUND:

The Police Department is working on a Five-year plan to replace all the existing worn computers and tablets with Panasonic Toughbook computers and Vehicle mounts. This will standardize computers and mounts throughout our patrol division allowing officers and supervisors to always have access to a computer regardless of what vehicle they are in. City Council approved a Capital Improvement Plan, CP-PD-18-L1 and $52,007 was budgeted in account 001-2100-521.64-15 for project PD16IT.

The Police Department is requesting permission to purchase twelve new Panasonic Toughbook computers, including the mounts, and port replicators at an expense of $50,400 using the Sourcewell Formerly NJPA 100614# CDW Tech Catalog 100614# CDW, and to move the Budget to 001-2100-521.52-00 as they no longer meet the Capital threshold.

STRATEGIC PLAN CONNECTION:

Purchasing of the laptops will help the Police Department serve the citizens of Cocoa more efficiently, accurately, and improve the safety for the citizens and officers.

BUDGETARY IMPACT:

Budgeted Yes

The funds were budgeted in a Capital account, however the Capital threshold has increased to $5,000 and the Toughbook's are each under that amount. The attached BAF is moving the funds to the appropriate account.

Budget Amendment Number 11:

From:

Amount Requested	$50,400 **PD16IT**
Account Number	001-2100-521.64-15
Account Name	Machinery & Equipment/IT Hardware

To:

Amount Requested	$50,400 **PD16IT**
Account Number	001-2100-521.52-00
Account Name	Operating

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY19 Budget, moving funds from a Budgeted Capital Account to an Operating Account, for the purchase of twelve new Panasonic Tough book computers Project number PD16IT

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6732294&GUID=FB396B60-B9F9-4909-B13A-90880633177C* is a secure document that has been embedded in this document. Double click the pushpin to view.



Sourcewell



CDWG

Hardware, Software & Related Technology

#100614-CDW

Maturity Date: 11/18/2019

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KCWD803	9/27/2018	CF-54	3882193	$50,400.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 54 Premium Public Sector Service Package - 14" - Core i Mfg. Part#: CF-54F9-00KM UNSPSC: 43211503 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	12	4379459	$2,975.00	$35,700.00
Havis CF-H-PAN-422-2-P - port replicator - VGA Mfg. Part#: CF-H-PAN-422-2-P UNSPSC: 43211603 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	12	3723657	$825.00	$9,900.00
Havis Premium Passenger Side Mount Package - mounting kit Mfg. Part#: PKG-PSM-303 UNSPSC: 31162313 Chevy Impala Mount Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	12	4610358	$400.00	$4,800.00

PURCHASER BILLING INFO

Billing Address:
CITY OF COCOA
ACCTS PAYABLE
65 STONE ST
COCOA, FL 32922-7982
Phone: (321) 639-7527
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF COCOA
SUSAN LAMBERT
1226 WEST KIGN ST
COCOA, FL 32922-7982
Phone: (321) 639-7527
Shipping Method: DROP SHIP-GROUND

SUBTOTAL	$50,400.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$50,400.00

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

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RESOLUTION NO. 2018-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of November, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 11

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/29/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 50,400)	001-2100-521.64-15	PD16IT	IT HARDWARE	$ 52,007	$ 52,007	$ 1,607	$ 1,607
$ 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
($ 50,400)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,400	001-2100-521.52-00	PD16IT	OPERATING SUPPLIES	$ 206,716	$ 205,974	$ 256,374	$ 101,266
$ 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
$ 50,400	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Police Department is working on a Five-year plan to replace all the existing worn computers and tablets with Panasonic Toughbook computers and Vehicle mounts. City Council approved a Capital Improvement Plan, CP-PD-18-L1 and $52,007 was budgeted in account 001-2100-521.64-15 in project PD16IT. The funds were budgeted in a Capital account, however the Capital threshold has increased to $5,000 and the Toughbook's are each under that amount. This budget transfer is moving the budget to the appropriate account. Agenda 18-485

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/18 *RESOLUTION #:* 2018-102

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

10/29/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.10.29 11:10:07 -04'00'	10/30/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.10.30 08:21:47 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/29/18 Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2018.10.29 14:13:58 -04'00'	11/2/18 Lora Howell Digitally signed by Lora Howell Date: 2018.11.02 08:21:05 -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 #: _____

Approved 07/13

Revised eform 10/3/18 - IT

Legislation Details (With Text)

File #:	18-520	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/22/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Approve a Cooperative Purchase Agreement with Tech System, Inc for a new roof system on old Fire Station #3 piggybacking existing bid for Brevard County Continuing Roofing Contracting Services: P-4 -18-12, Effective July 10, 2018 through July 10, 2019. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fire Station 3 Cocoa Roof Replacement 2018 revised RFP#P-4-18-12 Tech Systems Award Rates				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 22, 2018
Agenda Date: November 14, 2018
Prepared By: Gary A. Palmer, Facilities Manager
Through: Everett Wegerif, P.E Public Works Director
Requested Action:
To Approve a Cooperative Purchase Agreement with Tech System, Inc for a new roof system on old Fire Station #3 piggybacking existing bid for Brevard County Continuing Roofing Contracting Services: P-4-18-12, Effective July 10, 2018 through July 10, 2019

BACKGROUND:

The City Of Cocoa has budgeted $85,000 for roof replacement at old Fire Station #3 for FY2019. Old Fire Station #3 is being used for the storage of Fire equipment such as the brush trucks and the parade Fire truck. The station was also identified as a potential staging location for personnel and equipment in advance and in response to emergency events.

Tech Systems will tear off existing roof system down to the tapered concrete deck. Clean and prep roof surface to receive new roof system. Install 3' polyiso insulation with ½" per foot crickets to promote positive water drainage to all roof drains. Adhere a 60 mil TPO roof system according to the manufacturer's specifications. Install new aluminum roof drains, new single ply pipe boots, new overflow scuppers and new vents as needed

Tech Systems contractor warrants 5 years
Manufacturer's warranty 20 years
Tech Systems also provides annual roof PMs for the first 2 years

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$72,200.00
Account Number	_001-3560-519.46-02
Account Name	Repair/Maintenance Building_

Source of Funds: Operating Budget

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Cooperative Purchase Agreement with Tech System, Inc for a new roof system on old Fire Station #3 piggybacking an existing Brevard County Continuing Roofing Contracting Services: P-4-18-12, Effective July 10, 2018 through July 10, 2019

October 19, 2018

CONTRACT AGREEMENT

THIS AGREEMENT, submitted between TECH SYSTEMS INC., hereinafter called the Contractor and CITY OF COCOA, hereinafter called the Owner:

WHEREAS, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

The Contractor shall furnish all of the materials and perform all of the work in a workmanlike manner on the following property to wit:

Fire Station 3
2003 Michigan Avenue
Cocoa, FL 32922

Scope of Work

1. Tear off all existing roof system down to the tapered concrete deck.
2. Discard all debris. Clean and prep roof surface to receive new roof system.
3. Install 3" polyiso insulation with ½" per foot crickets to promote positive water drainage to the roof drains using foam adhesive.
4. Fully adhere a white 60 mil TPO roof system according to manufacturer's specifications. All seams to be lapped and heat welded.
5. Install new aluminum roof drains, new single ply pipe boots, new overflow scuppers, and new vents where needed.
6. Existing coping to be re-used and re-installed with new fasteners.

Special Conditions

1. Owner to furnish electrical power, water, and ground storage area.

2. Contractor shall be responsible for all damage and theft of tools and materials stored on the site.

3. It is understood that Contractor shall not be held responsible for any damage to the interior of the building or its contents unless caused by Contractor's negligence.

4. Owner and Contractor will agree on any changes of specifications before any additional work is done.

5. This contract can be modified only if Owner and Contractor sign a later agreement, which sets forth the changes agreed to. If there are any work modifications the resulting cost or credit to Owner will be included in that agreement.

6. Precautionary measures will be taken to protect the premises from damage, but please be aware that heavy loads on truck and cranes are necessary to deliver and remove material on your job. Concrete and most other driveway and sidewalk materials many times are not able to withstand this weight without cracking. Therefore, neither Tech Systems, Inc., nor our material supplier, will assume responsibility for cracking or breaking of driveways, sidewalks, curbs, etc., which may occur.

7. Contractor shall not be held responsible for any damage as a result of movement in decking during re-roof projects.

8. Owner to be responsible for any electrical and mechanical disconnects or reconnects if any.

9. Contractor not responsible for any damage or punctures to A/C lines, electrical lines, cables, and/or plumbing items on the underneath side of the roof decking.

10. Contractor not responsible for any damage to awnings, soffit, screen enclosures, stucco, drywall, landscaping, or pavers.

11. Contract is contingent upon approval by the Building Department and the material manufacturer.

12. Force Majeure Clause – any material cost increases incurred after Contract signing due to recent clauses by suppliers will be passed on to the Owner within reason with necessary back-up data.

13. *Work to be done in accordance with Brevard County Continuing Roofing Contracting Services: P-4-18-12, vendor #9781.*

Permits and Fees

1. Owner to be responsible for preparing a Notice of Commencement for job and sending it to Tech Systems Inc. for permit processing.

2. Contractor shall provide all necessary permits for the execution of this contract and comply with any state or county licensing requirements.

Insurance

1. Provisions shall be made to protect all property from damage and the public against hazard or injury. All property damaged as a result of this work shall be restored or repaired by Contractor at his expense.

2. Contractor shall submit statement of insurance coverage and comply with Owner's requirement and agrees to keep said insurance in force for the duration of this contract.

3. Contractor shall hold Owner harmless for any accidents occurring to his employees.

Warranty

1. For a period of five (5) years, Contractor warrants that there will be no water penetration. This warranty does not cover damage due to abuse, hurricanes, named storms, lightning, severe structural faults, acts of God or situations not attributable to faulty material or workmanship.

2. Remedy - In the event that water penetration occurs Contractor will rectify the problem at no cost to Owner. Contractor is not responsible for contents of the building.

3. Provide to Owner a twenty (20) year NDL (no dollar limit) manufacturer's warranty.

4. Proposal includes annual roof PMs for the first two (2) years at no charge.

Contract Price
$72,200.00

Payment Schedule

1. Periodic progress payments to be made for both materials stored on the site and work in progress.

2. The total contract price is effective as of the above date and shall remain so for a period of thirty (30) days, after such time the price is subject to change without notice.

IN WITNESS WHEREOF, we have executed this Agreement this _____day of _____, 2018.

TECH SYSTEMS INC.	OWNER'S AGENT
_____	_____
_____	_____

Tech Systems Inc.
1801 North Wickham Road, Suite #3
Melbourne, FL 32935
Phone: 321.259.2246 | Fax: 321.255.0291
www.techsystemsflorida.com

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
DATE: July 10, 2018
RFP# P-4-18-12/ Continuing Roofing Contracting Services

PROCUREMENT ANALYST: Jonathan McLester

VENDOR	VENDOR CITY/STATE	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	PROPOSED COST
Tech Systems, Inc.	**Melbourne, FL**	**Yes**	**All**	**TBD based on volume of work**
Bel-Mac Roofing, Inc.	**Rockledge, FL**	**Yes**	**All**	
Advanced Roofing, Inc.	Sanford, FL	Yes	None	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Darling, Jr., Purchasing Manager

☒ Award to best-ranked proposer, minimum three responses received.

☐ Award to best-ranked proposer, less than three responses received: (copy to Manager)
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Tim Lawry, Facilities Construction; Fred Jodts, Fire Rescue; and Mary Ellen Donner, Parks and Recreation

FOR PURCHASING USE ONLY:

☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: From date of contract execution ENDING DATE: One year from contract execution
RENEWAL OPTION ☐ One year ☒ Other (fill in) Three (3), One (1) year renewals

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☐ OTHER:

ATTACHMENT "B"

RFP-4-18-12
PRICING SHEET
TECH SYSTEMS, INC.

HOURLY RATE FOR LABOR

DESCRIPTION	HOURLY RATE
FOREMAN	$24.50
ROOFER	$22.50
ROOFER APPRENTICE	$ 8.25
METAL INSTALLER	$22.00
METAL INSTALLER APPRENTICE	$ 8.25
LABORER	$ 8.25

PREVENTATIVE MAINTENANCE

ANNUAL PREVENTATIVE MAINTENANCE, PER PM SERVICE, PER FACILITY	$795.00

MATERIALS

All materials furnished by the Contractor if and when requested by Brevard County Facilities Department shall be the Contractor's actual cost plus **2%**

Legislation Details (With Text)

File #:	18-522	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/23/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Approval for the use of forfeiture funds to purchase replacement cameras and recording equipment for the interview rooms in the Criminal Investigations Division in the amount of $7,488, and approve a Resolution amending the Fiscal Year 2019 Budget. This expenditure is deemed consistent within the provisions under Florida State Statute 932.7055(5)(a). (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	AdapttoSolve Quote 24454 Interview room quote 8-18.pdf TristarEstimate_78692_2018-11-06 Interview room.pdf mc2inc no quote.pdf Budget Resolution FY 2019.pdf BAF 19-012 -PD-CID Interview Room (11-14-18)~ Agenda 18-522 - FY19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2018
Agenda Date: November 14, 2018
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael Cantaloupe, Department Director
Requested Action:
Council approval for the use of forfeiture funds to purchase replacement cameras and recording equipment for the interview rooms in the Criminal Investigations Division in the amount of $7,488, and approve a Resolution amending the Fiscal Year 2019 Budget. This expenditure is deemed consistent within the provisions under Florida State Statute 932.7055(5)(a).

BACKGROUND:

The current equipment being used is approximately twelve years old and experiencing regular system failures. On several occasions the cameras have lost signal and only a part of the interview was recorded. Many of the interviews that are conducted with this equipment are involving high priority cases where confessions are obtained. The new equipment will be much more reliable and will include updated technology.

The Police Department is requesting that Council approve the use of these funds to replace the outdated and unreliable equipment used in the interview rooms in the Criminal Investigations Division. The Police Department desires to utilize the attached quote from Adapttosolve in the

amount of $5,987. Additional funds of $1,857 are also needed to replace miscellaneous items such as switches, wiring, insulation, etc. for a total request of $7,488. Use of the above is certified, approved and is consistent within the provisions under Florida State Statute 932.7055(5)(a), Disposition of Liens and Forfeited Property.

STRATEGIC PLAN CONNECTION:

Public Safety/Crime.

BUDGETARY IMPACT:

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

Budget Adjustment #12

Amount Requested	$ 7,488
Account Number	141-0000-389.99-11
Account Name	Police Forfeiture

Amount Requested	$ 7,488
Account Number	141-2100-521.52-00
Account Name	Police Operating.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council approval for the use of forfeiture funds to purchase replacement cameras and recording equipment for the interview rooms in the Criminal Investigations Division in the amount of $7,488, and to approve a Resolution amending the Fiscal Year 2019 Budget. This expenditure is deemed consistent within the provisions under Florida State Statute 932.7055(5)(a)

QUOTE 24454

ADAPTTOSOLVE, INC
ADAPTIVE SOLUTIONS
111 AIRPORT PARKWAY
LAGRANGE, GA 30240

Phone: 706-298-2734 **Fax: 706-298-5015**
www.adapttosolve.com

Customer: **11599**
Date: **08/08/2018** Due: **09/07/2018**
Terms: **NET 30**

PO#: **NEED PO**
Acct Mgr: **Lara Bennett**

Sold To: **COCOA POLICE** **65 STONE ST** **COCOA, FL 32922** Contact: **PATRICK DOVALE** **3216376369**	Shipped To: **COCOA POLICE** **65 STONE ST** **COCOA, FL 32922** Contact: **PATRICK DOVALE** **3216376369**
Shipped Via:	F.O.B.:

Dist/Item Code	Reference Description	Quantity	Unit Price	Amount
IP04-04T-R2A-E	**IP 2U recorder with 4 IP cameras licenses (64 max). exacqVision Enterprise client, server, web/mobile software pre-installed with 3 years software upgrades and hardware warranty. Win7 or Linux 14.04 on SSD.**	**1.0000**	**2,340.00**	**2,340.00**
SW SV ATS GSA	*****$2340.00 GS-07F-0482W GSA**			
AX_FA54	**Main Unit High Performance multi view surveillance with forensic WDR**	**3.0000**	**469.00**	**1,407.00**
AX_F7315	**15m white cable (49ft) RJ12 Axis 4pc**	**3.0000**	**110.49**	**331.47**
AX_T8351	**Flexible omni directional microphone with 3.5 mm connector**	**3.0000**	**140.99**	**422.97**
AX-FA1125	**Sen sor Unit pin hole camera 1080p forensic wdr indoor use only**	**9.0000**	**165.09**	**1,485.81**
EQUIP SV	*****$3647.25 EQUIPMENT Open Items**			
	GEORGIA SALES TAX E			

$5,987.25

Accepted By: _____ Date: _____ PO#: _____

Please sign and return to proceed. Thanks!

ESTIMATE

TriStar Security Products
6630 FM 1463 Rd
Ste B500-552
Katy, Texas 77494
United States

832-819-5152
www.tristarcctv.com

BILL TO
Cocoa Police
Patrick Dovale

pdovale@cocoapolice.com

Estimate Number: 78692
Estimate Date: October 23, 2018
Expires On: November 6, 2018
Grand Total (USD): **$6,107.16**

Product	Quantity	Price	Amount
IP04-04T-R2A-E IP 2U recorder with 4 IP cameras licenses (64 max). exacqVision Enterprise client, server, web/mobile software pre-installed with 3 years software upgrades and hardware warranty. Win10 on 120 GB SSD. HDMI, DVI-I, DisplayPort (2 max simultaneous), Dual GB NICs. Keyboard and mouse included.	1	$2,846.25	$2,846.25
0878-004 Axis 0878-004 AXIS FA54 Main Unit	3	$429.00	$1,287.00
0914-001 Axis 0914-001 AXIS FA1125 Sensor Unit	9	$140.99	$1,268.91
5506-821 4 pcs Axis 5506-821 4 pcs AXIS F7315 Cable White 15 m	3	$99.00	$297.00
5031-511 Axis 5031-511 AXIS T8351 Microphone 3.5 mm	3	$136.00	$408.00

Total: $6,107.16

Grand Total (USD): **$6,107.16**

Thank you for the opportunity to earn your business. We appreciate it!

Patrick Dovale

From: Lisa Whittemore <lwhittemore@mc2inc.net>
Sent: Wednesday, October 17, 2018 4:38 PM
To: Patrick Dovale
Subject: RE: Quote

Good afternoon Patrick,

We can provide pricing on these items for you.

Are you looking to purchase the materials only, or do you need us to install these cameras as well?

When you mention re-doing your interview room, will these cameras be replacing existing cameras that are in place? If so, are the existing cameras IP cameras, or are they analog? Also, please let me know if any of these will be new or added cameras to your system, because I want to make sure you have enough licenses for your current CCTV system.

Thank you! I hope you have a great day!

No Quote
P.D 10/23/18

Lisa Whittemore
Service Manager

MC² Inc.
2290 West Airport Boulevard
Sanford, FL 32771

Office: (407) 915-6470
Fax: (407) 859-3801
www.MC2Inc.net

From: Patrick Dovale <pdovale@cocoapolice.com>
Sent: Wednesday, October 17, 2018 3:44 PM
To: Lisa Whittemore <lwhittemore@mc2inc.net>
Subject: Quote

Good afternoon Lisa,

I am looking to get a quote for the following items. My IT department stated that you may be able to help me. I plan on re-doing our interview room here at the police department.

Thank you,

Lt. Patrick Dovale
Cocoa Police Dept.

(1) IP04-02T-ELPR
Exacq IP04-02T-ELPR

(6) EVIP-EVENIP
Exacq EVIP-EVENIP

(2) EVIP-01
Exacq EVIP-01 Pro License

(3) 0878-004
Axis 0878-004
AXIS FA54 Main Unit

(9) 0914-001
Axis 0914-001
AXIS FA1125 Sensor Unit

(3) 5506-821 4 pcs
Axis 5506-821 4 pcs
AXIS F7315 Cable White 15 m

(3) 5031-511
Axis 5031-511
AXIS T8351 Microphone 3.5 mm

RESOLUTION NO. 2018-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of November, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 12

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 10/24/18

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 7,488	141-0000-389.99-11		Rest. Cash Carry Forward	$ 0	$ 5,000	$ 12,488	$ 12,488
$ 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
$ 7,488	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 7,488	141-2100-521.52-00		Law Enforcement/Operating Supplies	$ 0	$ 5,000	$ 12,488	$ 12,488
$ 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
$ 7,488	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Police Department is requesting that Council approve the use of these funds to replace the outdated and unreliable equipment used in the interview rooms in the Criminal Investigations Division. Additionally, funds are needed to replace miscellaneous items such as switches, wiring, insulation, etc. Use of the above is certified, approved and is consistent within the provisions under Florida State Statute 932.7055(5)(a), Disposition of Liens and Forfeited Property. Agenda 18-522

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/18 *RESOLUTION #:* 2018-103

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

10/24/18 Susan L. Lambert Digitally signed by Susan L. Lambert Date: 2018.10.30 11:11:13 -04'00'	10/31/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.10.31 08:34:04 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/30/18 Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2018.10.30 11:21:27 -04'00'	10/31/18 Lora Howell Digitally signed by Lora Howell Date: 2018.10.31 15:37:37 -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 #: _____

Approved 07/13

Revised eform 10/3/18 - IT

Legislation Details (With Text)

File #:	18-523	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	10/23/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	

Title: Approval of Bid B-19-05-COC and Notice of Award and authorize a purchase order in the amount of $121,200 to Micnor Corp. DBA US Lawns of Brevard, for the Mowing and Maintenance of various city areas to include King Street (S.R.520) Medians and Rights of Way, Cocoa Boulevard (US1) Medians and selected Right of Way areas, Cemeteries: Hilltop, Cocoa, Pinecrest and Evergreen, Water Field Operations and 533 Bernard Street. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments: B-19-05-COC Tabulation Sheet
B-19-05-COC Notice of Award.2018 US Lawns
B-19-05-COC FINAL MEMO
Fuller Landscape Bid
US Lawn Bid

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2018
Agenda Date: November 14, 2018
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Request approval of Bid B-19-05-COC and Notice of Award and authorize a purchase order in the amount of $121,200 to Micnor Corp. DBA US Lawns of Brevard, for the Mowing and Maintenance of various city areas to include King Street (S.R.520) Medians and Rights of Way, Cocoa Boulevard (US1) Medians and selected Right of Way areas, Cemeteries: Hilltop, Cocoa, Pinecrest and Evergreen, Water Field Operations and 533 Bernard Street

BACKGROUND:

The S.R.520 and US 1 corridors are highly visible landscaped areas within the city. The volume of attention and the staffing needed to maintain these areas required staff to solicit bids from outside contractors. Staff received two (2) bids to maintain these areas with US Lawns of Brevard the lowest responsive bidder. This contract will require the contractor to mow, edge, weed, utilize herbicide as needed as well as remove trash and green waste. These areas are to be maintained twice a month. Due to budget constraints, Bracco Pond and North Fiske Stormwater Pond were removed from the bid and will be maintained by existing Public Works staff.

STRATEGIC PLAN CONNECTION:

S.R.520 and US 1 are the major north/south and east/west routes through the City of Cocoa. Maintaining these areas increase the attractiveness of the city.

BUDGETARY IMPACT:

Budgeted	Yes Choose an item.
Amount Requested	$57,300
Account Number	001-3520-572.34-00
Account Name	Contract Services
Amount Requested	$60,000
Account Number	001-3520-572.34-09
Account Name	Mowing Contracts
Amount Requested	$3,900
Account Number	421-4025-536.34-00
Account Name	Contract Services

PREVIOUS ACTION:

Council had previously approved an interim contract with US Lawns of Brevard for the maintenance of US 1 and S.R. 520

RECOMMENDED MOTION:

Request approval of Bid B-19-05-COC and Notice of Award and authorize a purchase order in the amount of $121,200 to Micnor Corp. DBA US Lawns of Brevard, for the Mowing and Maintenance of various city areas to include King Street (S.R.520) Medians and Rights of Way, Cocoa Boulevard (US1) Medians and selected Right of Way areas, Cemeteries: Hilltop, Cocoa, Pinecrest and Evergreen, Water Field Operations and 533 Bernard Street

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: 20 September, 2018

BID NUMBER: B-19-05-COC Contract Mowing & Maintenance of City Areas

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	330 Listing of Sub Contractors	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.
US Lawns 374 Commerce Parkway Rockledge, FL 32955	Y	Y TB	Y	Y	Y	$154,800.00	N	Y/None	Y	Y	Y	Y	Y	Y	Y	Y	Y
Fuller's Lawn Care PO Box 160908 Altamonte Springs, FL 32716	Y	NA	Y	Y	Y	$162,000.00	N	Y/None	Y	Y	Y	Y	Y	Y	N	Y	N



Finance Department
PURCHASING DIVISION
65 Stone Street
Cocoa, FL 32922

NOTICE OF AWARD

Department: Public Works	Division: Grounds Maintenance
Bid / RFP / RFQ #: B-19-05-COC	
Awarded To: U.S. Lawns of Brevard	Commodity / Work Description: **MOWING & MAINTENANCE OF CITY AREAS**
Address / City / State / Zip: 374 Commerce Parkway, Rockledge Florida 32955	Phone / Fax #'s: 321-636-0655 321-806-3957
Purchase / Contract Amount: $ 121,200	Date of Award / City Council Approval: 11/14/2018

PLEASE COMPLETE THE INFORMATION REQUESTED ABOVE AS SOON AS THE CONTRACTOR HAS ACCEPTED AND THE CITY COUNCIL HAS APPROVED THE AWARD OF THIS OFFERING.

RETURN THIS DOCUMENT TO THE PURCHASING DIVISION WHEN COMPLETE

Thank you for your cooperation.

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

To: Frank Mirabito, Supervisor II

From: Sonja Hamilton, Purchasing Manager

Date: 9/20/18

Re: **Bid #B-19-05-COC, Mowing & Maintenance of City Areas**

Bids for the subject offering were opened on September 20, 2018 at 3:00 p.m. Purchasing sent out twenty-four (24) invitations and notifications to bid and received two (2) responses from eight (8) plan holders.

THE APPARENT LOW BIDDER IS U.S. LAWNS, ROCKLEDGE, FL.

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

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

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

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

BID FORM
MOWING & MAINTENANCE OF CITY AREAS
City of Cocoa
BID NO. B-19-05-COC

Proposal of Fuller's Lawn care and Pressure Washing Inc.
(Name)

P.O. Box 160908 Altamonte Springs, FL. 32716
(Address)

to furnish all materials, service, equipment, and labor required, for MOWING & MAINTENANCE OF CITY AREAS as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Line	LOCATION	COST PER CUT	NUMBER OF CUTS	ANNUAL EXTENSION
1.	King Street (S.R. 520) Medians and Rights of Way	$ 1,250	24	$ 30,000
2.	Cocoa Boulevard (U.S. 1) Medians and selected rights of way areas	$ 2,000	24	$ 48,000
3.	Cemeteries – Hilltop, Cocoa, Pinecrest, and Evergreen	$ 900	24	$ 21,600
4.	~~Bracco Pond, and North Fiske Stormwater Pond~~	~~$ 1,000~~	24	~~$ 24,000~~
5.	Water Field Operations	$ 1,150	24	$ 27,600
6.	533 Bernard Street	$ 450	24	$ 10,800

TOTAL ANNUAL BASE BID: (TOTAL OF ANNUAL EXTENSION)	$ 138,000 ~~162,000~~

one hundred and sixty two thousand Dollars
(Grand Total Written in words)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

BID FORM
MOWING & MAINTENANCE OF CITY AREAS
City of Cocoa
BID NO. B-19-05-COC

Proposal of Micnor Corp. DBA: US Lawns of Brevard
(Name)

374 Commerce Pkwy, Rockledge, FL 32955
(Address)

to furnish all materials, service, equipment, and labor required, for MOWING & MAINTENANCE OF CITY AREAS **as specified in the bid documents.**

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Line	LOCATION	COST PER CUT	NUMBER OF CUTS	ANNUAL EXTENSION
1.	King Street (S.R. 520) Medians and Rights of Way	$ 1300.00	24	$ 31,200
2.	Cocoa Boulevard (U.S. 1) Medians and selected rights of way areas	$ 2,594	24	$ 62,256
3.	Cemeteries – Hilltop, Cocoa, Pinecrest, and Evergreen	$ 868.00	24	$20,832.00
4.	~~Bracco Pond, and North Fiske Stormwater Pond~~	~~$ 1400.00~~	24	~~33,600.00~~
5.	Water Field Operations	$ 325.00	24	$ 3,900.00
6.	533 Bernard Street	$ 125.50	24	$ 3,012.00

TOTAL ANNUAL BASE BID: (TOTAL OF ANNUAL EXTENSION)	$ 121,200 ~~154,800~~

One hundred fifty four thousand eight hundred Dollars
(Grand Total Written in words)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

Legislation Details (With Text)

File #:	18-524	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/23/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida to Purchase a Vermeer McLaughlin VX50-500 Vacuum Excavator and Associated Equipment Utilizing the Florida Sheriff's Association Contract No. FSA18-VEH16.0. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FL Sheriff's Contract Bid Award FSA18-VEH16.0 Vermeer LP873SDT - VX50-500 Vacuum Excavator Quote 10.15.18				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2018
Agenda Date: November 14, 2018
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida to Purchase a Vermeer McLaughlin VX50-500 Vacuum Excavator and Associated Equipment Utilizing the Florida Sheriff's Association Contract No. FSA18-VEH16.0

BACKGROUND:

The Water Field Operations Division (WFO) is requesting to add an additional Vermeer LP873SDT vacuum excavator to the table of equipment.

Since the addition of the current VX50-500 in FY17 (which replaced an older unit), WFO has realized a significant increase in productivity during excavation activities related to repair and maintenance operations. The proper use of this vacuum has resulted in decreased physical fatigue of team members, decreased repair times, and has increased safety. The versatility of the vacuum unit has proven to be invaluable as well as multi-functional.

The purchase of this additional piece of valuable equipment was budgeted will enable WFO to provide an increased level of service to the rate payers of the utility, and will allow simultaneous deployment in two locations. This will provide WFO with an increased level of confidence and efficiency as they continue to accomplish the water infrastructure projects that are currently assigned and that will be assigned in the near future. This equipment is critical to the WFO Division.

At this time, staff is requesting the approval and use of the Florida Sheriff's Association Contract No.

FSA18-VEH16.0 for the purchase of the Vermeer McLaughlin VX50-500 Vacuum Excavator, and to authorize a budgeted expenditure for this equipment not to exceed $89,964.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes

* The actual cost exceeds the FY 2019 budget by $6,508. The FY 2019 budgeted amount for this equipment is $83,456, however the account has sufficient funds to cover this expenditure. In the future, additional funds may be needed to cover the three remaining pieces of equipment budgeted in this account due to this purchase exceeding the budgeted amount for the item.

Amount Requested	$89,964
Account Number	421-4025-536.64-00
Account Name	Machinery and Equipment
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On January 10, 2017, City Council approved participation in a cooperative purchase agreement with Vermeer Southeast of Orlando, Florida, utilizing the National Joint Powers Alliance (NJPA) contract no. 070313-VRM to purchase a McLaughlin (VX50-500 Hydro Excavator and associated equipment.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida to purchase a Vermeer McLaughlin VX50-500 Vacuum Excavator, and Associated Equipment Utilizing the Florida Sheriff's Association Contract No. FSA18-VEH16.0

BID AWARD

CONTRACT

FSA18-VEH16.0

Cab & Chassis Trucks and Heavy Equiqment

Contract Term:

October 1, 2018– September 30, 2019

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Date: October 1, 2018

To: All Perspective Participants

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director
Annette Grissom, CPP Manager
Lisa Gregor, CPP Coordinator

Re: Contract Number FSA18-VEH16.0 Cabs & Chassis Trucks and Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association Cooperative Purchasing Program has successfully completed its 16th nationwide cooperative bid for heavy duty trucks and equipment. This contract is in effect beginning October 1, 2018 through September 30, 2019.

This year's bid includes 83 specifications and 356 makes and models. It offers cab and chassis trucks, loaders, bulldozers, lawn mowers, generators and much more.

The competitive process for this award began in February 2018, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of commodities.

On May 8, 2018, a direct notification was sent to 521 prospective bidders to register for qualification to participate in the bid process. An advertisement of the Invitation to Bid was placed within the Florida Administrative Weekly on May 14, 2018 and again on May 29, 2018. From this ITB, 121 bidders responded to the pre-bid meeting registration. Of these respondents, 86 submitted bids and 81 qualified, responsive bidders were awarded after a review by the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awards for FSA18-VEH16.0 Cabs & Chassis Trucks and Heavy Equipment:

ACF Standby Systems LLC
Alamo Industrial
Alan Jay Chevrolet Buick GMC Cadillac
Alan Jay Chrysler Jeep Dodge of Wauchula
Alan Jay Ford Lincoln
ARS Powersports
AutoNation CDJR Pembroke Pines
Bandit Industries, Inc.
Bay Dodge Chrysler Jeep Ram
Bobcat Company
Bozard Ford
Broyhill Manufacturing Company
Choo Choo Lawn Equipment
Coggin Ford
Container Systems & Equipment
Cowin Equipment
Creel Tractor
Cub Cadet
DeLand Truck Center
Dobbs Equipment LLC
Doosan
Duval Ford
Earthmovers Construction Equipment, LLC
Environmental Products of Florida
Everglades Equipment Group
Federal Contracts Corp
Flagler Construction Equipment
Four Star Freightliner
Futch's Tractor Depot
Garber Chrysler
Garber Ford
General GMC
GHC Motorsports
Godwin Pumps of America
Great Southern Equipment
Hale Trailer Brake & Wheel, Inc
Holland Pump Company
Humdinger Equipment
Isuzu Truck of Ocala
IT-S
Jeffrey Allen, Inc.
Kelly Tractor Co
Kenworth of Central Florida

Kenworth of Jacksonville
Kenworth of South Florida
L J Power
Lou Bachrodt Freightliner
Maudlin International Trucks
Menzi USA Sales, Inc.
Mid Florida Diesel, Inc
Morbark LLC
Nextran
Orlando Freightliner
Palm Truck Center
Palmetto Truck Center
Pantropic Power
Pat's Pump & Blower
Rechtien International Trucks, Inc.
Ridge Equipment Co., Inc.
Ring Power Corporation
Rush Truck Center - Tampa
Sarasota Fun Machines
Sewer Equipment
Southern Sewer Equipment Sales
Southern States ToyotaLift
Southport Truck Group
Stingray Chevrolet LLC
Sun State International Trucks, LLC
Terrain King
Texas Trailers Sales and Service
Thompson Pump, Inc.
Tradewinds Power
Trekker Tractor
Truckmax Isuzu
Truckmax, Inc
Trucks & Parts of Tampa, LLC
United Rentals (North America), Inc.
Ventrac
Vermeer Southeast
Weedoo
Zabatt

Intent to Award Summary
FSA18-VEH16.0 Cab & Chassis Trucks and Heavy Equipment

Southern Sewer Equipment Sales	2019 Vac-Con Mudslinger MS800	Northern	$101,000.00
	2019 Vac-Con Mudslinger MS800	Northern	-- NB --
Southern Sewer Equipment Sales	2019 Vac-Con Mudslinger MS800	Central	$101,000.00
	2019 Vac-Con Mudslinger MS800	Central	-- NB --
Southern Sewer Equipment Sales	2019 Vac-Con Mudslinger MS800	Southern	$101,000.00
	2019 Vac-Con Mudslinger MS800	Southern	-- NB --
Vermeer Southeast	2019 Vermeer LP873SDT	Western	$83,900.00
	2019 Vermeer LP873SDT	Western	-- NB --
Vermeer Southeast	2019 Vermeer LP873SDT	Northern	$83,900.00
	2019 Vermeer LP873SDT	Northern	-- NB --
Vermeer Southeast	2019 Vermeer LP873SDT	Central	$83,900.00
	2019 Vermeer LP873SDT	Central	-- NB --
Vermeer Southeast	2019 Vermeer LP873SDT	Southern	$83,900.00
	2019 Vermeer LP873SDT	Southern	-- NB --

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

VACUUM EXCAVATOR, TRAILER MOUNTED - 14,000 LB GVWR
SPECIFICATION #52

2019 PacificTek PV800
2019 RamVac 1000 Vacuum Excavator
2019 Vac-Con Mudslinger MS800
2019 Vermeer LP873SDT
2019 X-Vac X800

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED.

1. WEIGHT:
    a. 6,190 lbs. (without trailer)
2. ENGINE:
    a. 36 hp diesel engine
    b. Water cooled
    c. Fully enclosed sound attenuated engine enclosure (including vacuum pump and high pressure water pump)
    d. 15 gallon fuel tank
3. VACUUM PUMP:
    a. 580 CFM at 15 inches of mercury
    b. Mounted inside engine enclosure
    c. Washable filtration cylinders
    d. Reverse pressure (to clear hose and offload liquids)
4. HIGH PRESSURE WATER SYSTEM:
    a. 400 PSI at 4 GPM water pump
    b. Low water automatic shutdown
    c. Two 100 gallon poly water tanks
    d. 50' high pressure water hose on hose reel
    e. 5' and 3' wand and control handle
5. CONTROLS:
    a. Lockable and waterproof
    b. Curbside located
    c. Oil pressure, water temperature, fuel and vacuum gauge
    d. Electronic throttle
6. TANK:
    a. Full open rear door
    b. Door hydraulically opened

c. Twin dump cylinders
d. 6" stainless steel portal shutoff
e. 800 gallon debris tank capacity

7. BOOM:

a. 4" pickup hose
b. Hydraulically powered in/out and up/down
c. Boom cradle
d. 360 degree movement
e. 2 dielictric 3" suction wands
f. 33' rubber suction hose

8. TRAILER:

a. 7,000 lb. dexter torsion anxles
b. 14,000 lb. GVWR
c. 10,000 lb. jack stand
d. I beam construction
e. Pintle hitch
f. Electric brakes with safety breakaway
g. LT235/85R16 tires
h. Stop/tail/turn lights

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
VACUUM EXCAVATOR, TRAILER MOUNTED - 14,000 LB GVWR (Specification #52)			
Environmental Products of Florida	2019 PacificTek PV800	Western	$114,368.00
	2019 PacificTek PV800	Western	-- NB --
Environmental Products of Florida	2019 PacificTek PV800	Northern	$114,368.00
	2019 PacificTek PV800	Northern	-- NB --
Environmental Products of Florida	2019 PacificTek PV800	Central	$114,368.00
	2019 PacificTek PV800	Central	-- NB --
Environmental Products of Florida	2019 PacificTek PV800	Southern	$114,368.00
	2019 PacificTek PV800	Southern	-- NB --
Sewer Equipment	2019 RamVac 1000 Vacuum Excavator	Western	$140,901.00
	2019 RamVac 1000 Vacuum Excavator	Western	-- NB --
Sewer Equipment	2019 RamVac 1000 Vacuum Excavator	Northern	$140,901.00
	2019 RamVac 1000 Vacuum Excavator	Northern	-- NB --
Sewer Equipment	2019 RamVac 1000 Vacuum Excavator	Central	$140,901.00
	2019 RamVac 1000 Vacuum Excavator	Central	-- NB --
Sewer Equipment	2019 RamVac 1000 Vacuum Excavator	Southern	$140,901.00
	2019 RamVac 1000 Vacuum Excavator	Southern	-- NB --
Southern Sewer Equipment Sales	2019 Vac-Con Mudslinger MS800	Western	$101,000.00
	2019 Vac-Con Mudslinger MS800	Western	-- NB --
Southern Sewer Equipment Sales	2019 Vac-Con Mudslinger MS800	Northern	$101,000.00
	2019 Vac-Con Mudslinger MS800	Northern	-- NB --
Southern Sewer Equipment Sales	2019 Vac-Con Mudslinger MS800	Central	$101,000.00
	2019 Vac-Con Mudslinger MS800	Central	-- NB --
Southern Sewer Equipment Sales	2019 Vac-Con Mudslinger MS800	Southern	$101,000.00
	2019 Vac-Con Mudslinger MS800	Southern	-- NB --
Vermeer Southeast	2019 Vermeer LP873SDT	★Western	$83,900.00
	2019 Vermeer LP873SDT	Western	-- NB --
Vermeer Southeast	2019 Vermeer LP873SDT	★Northern	$83,900.00

	2019 Vermeer LP873SDT	Northern	-- NB --
Vermeer Southeast	2019 Vermeer LP873SDT	★Central	$83,900.00
	2019 Vermeer LP873SDT	Central	-- NB --
Vermeer Southeast	2019 Vermeer LP873SDT	★Southern	$83,900.00
	2019 Vermeer LP873SDT	Southern	-- NB --
Pat's Pump & Blower	2019 X-Vac X800	Western	$108,350.00
	2019 X-Vac X800	Western	-- NB --
Pat's Pump & Blower	2019 X-Vac X800	Northern	$108,350.00
	2019 X-Vac X800	Northern	-- NB --
Pat's Pump & Blower	2019 X-Vac X800	Central	$108,350.00
	2019 X-Vac X800	Central	-- NB --
Pat's Pump & Blower	2019 X-Vac X800	Southern	$108,350.00
	2019 X-Vac X800	Southern	-- NB --

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

VACUUM EXCAVATOR, TRAILER MOUNTED - 14,000 LB GVWR
SPECIFICATION #52

2019 Vermeer LP873SDT

The Vermeer LP873SDT purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$83,900.00	$83,900.00	$83,900.00	$83,900.00

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

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

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

VEHICLE:	LP873SDT			
DEALER:	Vermeer Southeast	Vermeer Southeast	Vermeer Southeast	Vermeer Southeast
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$83,900.00	$83,900.00	$83,900.00	$83,900.00

Order Code	Delete Options	All Zones
VSK25-100G [1]	Downgrade to small excavator - specify *24Hp Honda Gas Engine, 575 CFM Blower, 100 Gallon Tilt Spoil Tank, 50 Gallon Fresh Water Tank with 4GPM @ 3,000 PSI Water System, Manual Rear Door NO BOOM* [1]	($63,195.00)[1]
EV150GT [1]	Downgrade to small excavator - specify *25Hp Kohler Air Cooled Gas Engine, 550 CFM Vacuum Pump, Hydraulic Tilt Debris Tank, 3,000 PSI @ 4GPM-High Pressure Water System, 40 Gallon Water Tank, 30'ft x 3" Suction hose with Suction Tool, Spin Wheel Door Lock, Water Knife and Clean-Up Wand, Trailer Mounted Single Axle 3,500 GVWR, NO BOOM* [1]	($56,195.00)[1]
V25-500G [1]	Downgrade to small excavator - specify *24Hp Honda Gas Engine, 575 CFM Blower, 500 Gallon Spoil Tank, (2) 10'x3" Vacuum hose Sections. 9,999 GVW Trailer. NO BOOM* [1]	($52,602.00)[1]
LP373GT [1]	Downgrade to small excavator - specify *27Hp Kohler Air Cooled Gas Engine, 580CFM Vacuum Pump, 300 Gallon Debris Tank, 3,500 PSI @ 4GPM-High Pressure water System,(2) 50 Gallon Water Tanks, 7,000lb GVWR Trailer, Reverse Pressure, 30'ft x 3" Suction Hose with Suction Tool, Hydraulic Rear Door, Water Knife and Clean-Up Wand NO BOOM* [1]	($43,230.00)[1]
VX30-500 [1]	Downgrade to small excavator - specify *Gen3 24.8Hp Kubota Tier IV Final Diesel Engine, 575 CFM 15" of Mercury Blower,500 Gallon Spoil Tanks (2) 125 Gallon Fresh Water Tanks with 4.0 GPM @ 3,000 PSI Water System with Auto Clutch, Can-Over Full Open External Hydraulic Door with Separate Door/Tank Raise Circuit, In Tank Clean Out System, (2) 15' x 3" Vacuum Hose, 12,000 GVW Trailer - NO BOOM* [1]	($32,510.00)[1]
LP573SGT [1]	Downgrade to small excavator - specify *37Hp Kohler Gas 1,000 CFM Vacuum Pump, 500 Gallon Debris Tank, 4,000PSI@4GPM-High Pressure Water System, (2) 100 Gallon Water Tanks, Reverse Pressure, 30' x 3" Suction Hose with Suction Tool, Hydraulically Full Open and Lock Rear Door, Water Knife and Clean-Up Wand, Low Profile Torsion Axles, (12,000 GVWR) NO BOOM* [1]	($32,141.00)[1]
LP873XDT [1]	Downgrade to small excavator - specify *24Hp Kohler Diesel (T4F), 580 CFM Vacuum Pump, 800 Gallon Debris Tank, 3,500 PSI @ 4GPM-High Pressure Water System, (2) 100 Gallon Water Tanks, Reverse Pressure, 30'Ft x 3" Suction Hose with Suction Tool, Hydraulically Operated Full Open and Locked Rear Door. Water Knife and Clean-Up Wand. Low Profile Torsion Axles (14,000 GVWR) NO BOOM* [1]	($29,575.00)[1]
LP573SDT [1]	Downgrade to small excavator - specify *49Hp Yanmar Diesel (T4F), 1,000 CFM Vacuum Pump, 500 Gallon Debris Tank, 4,000 PSI @ 4 GPM-High Pressure Water System, (2) 100 Gallon Water Tanks, Reserve Pressure, 30'ft X 3" Suction Hose with Suction Tool, Hydraulically Operated Full Open and Locked Rear Door, Water Knife and Clean-Up Wand, Low Profile Torsion Axles (12,000 GVWR) No Boom* [1]	($18,277.00)[1]
Manual [1]	Delete hydraulic boom to manual	($11,900.00)[1]
	Optional equipment delete - specify	NA
	Optional equipment delete - specify	NA
	Optional equipment delete - specify	NA

Order Code	Add Options	All Zones
AIR573SDT [1]	Model upgrade - specify *83Hp Yanmar Diesel, 1,000 CFM Vacuum Pump, 500 Gallon Debris Tank, 4,000 PSI @ 4GPM-High Pressure Water System, internal Air Compressor 150 CFM @170 PSI, (2) 100 Gallon Water Tanks, Reverse Pressure, 30'ft x 3" Suction Tool, Hydraulically Operated Full Open and Locked Rear Door, Water Knife and Clean-Up Wand, 50' Air Hose with Self Retracting Reel and Air Knife. Low Profile Torsion Axles, (12,000 GVWR) NO BOOM* [1]	$9,317.00[1]

VEHICLE:	LP873SDT			
DEALER:	Vermeer Southeast	Vermeer Southeast	Vermeer Southeast	Vermeer Southeast
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$83,900.00	$83,900.00	$83,900.00	$83,900.00

MC573SDT [1]	Model upgrade - specify *83Hp Yanmar Diesel 1,000 CFM Vacuum Pump, 500 Gallon Debris Tank, 2,000 PSI @ 15 GPM-High Pressure Water System, (2) 150 Gallon Water Tanks, Reverse Pressure, 30'ft x 3" Suction Hose with Suction Tool, Hydraulically Operated Full Open and Locked Rear Door, 300' Jetter Hose w/ Reel, Water Knife Clean-Up Wand. Low Profile Torsion Axles (14,000 GVWR) NO BOOM* [1]	$3,741.00[1]
MC873SDT [1]	Model upgrade - specify *83Hp Yanmar Diesel Engine, 1,000 CFM Vacuum Pump, 800 Gallon Debris Tank, 2,000 PSI @ 15 GPM- High Pressure Water System, (2) 200 Gallon Water Tanks, Reverse Pressure, 30'ft x 3" Suction hose with Suction Tool, Hydraulically Operated Full Open and Locked Rear Door, 300' Jetter Hose w/ Reel, Water Knife Clean-Up Wand, Tandem Axles, (20,000 GVWR) NO BOOM* [1]	$7,591.00[1]
AIR873SDT [1]	Model upgrade - specify *83Hp Yanmar Diesel, 1,000 CFM Vacuum Pump, 800 Gallon Debris Tank, 4,000 PSI @ 4GPM-High Pressure Water System, Internal Air Compressor, 185 CFM @ 175 PSI, (2) 100 Gallon Water Tanks, Reverse Pressure, 30'ft x 3" Suction Hose with Suction Tool, Hydraulically Operated Full Open and Locked Rear Door, Water Knife and Clean-Up Wand, 50' Air Hose w/ self retracting reel and Air Knife. Low Profile Torsion Axles, (14,000 GVWR) NO BOOM* [1]	$15,673.00[1]
HTV573PTO [1]	Model upgrade - specify *PTO Driven off of Truck Chassis, 1,000 CFM Vacuum Pump, 500 Gallon Debris Tank,4,000 PSI @ 4GPM-High Pressure Water System, (2) 150 Gallon Water Tanks, Reverse Pressure, 30'ft x 3" Suction Hose with Suction Tool. Hydraulically Operated Full Open and Locked Rear Door. Water Knife and Clean-Up Wand, Storage Package (Tool Box) NO BOOM, Ford F-650 270Hp Diesel Regular Cab* [1]	$46,335.00[1]
HTV873PTO [1]	Model upgrade - specify *PTO Driven off of Truck Chassis, 1,000 CFM Vacuum Pump, 800 Gallon Debris Tank,4,000 PSI @ 4GPM-High Pressure Water System, (2) 150 Gallon Water Tanks, Reverse Pressure, 30'ft x 3" Suction Hose with Suction Tool. Hydraulically Operated Full Open and Locked Rear Door. Water Knife and Clean-Up Wand, Storage Package (Tool Box) NO BOOM, Ford F-750 300Hp Diesel Regular Cab* [1]	$58,921.00[1]
VX75-800 [1]	Model upgrade - specify *74Hp Deutz Diesel Engine, 1200 CFM 15" Mercury Blower, 1200 Gallon Spoils Tank, (2) 205 Gallon Fresh Water tank with Quick Fill, 8 GPM @3,000 PSI Water System with Auto Clutch, 18,000 GVW Trailer - NO BOOM* [1]	$28.00[1]
VTX8 [1]	Model upgrade - specify *Mega-Vac 1,600 Gallon Spoils Tank, (3) 200 Gallon Water Tanks, 3200 CFM Roots Blower, 18" HG, 10 GPM @ 3,000 PSI Water System, Hydraulic Rotation 6" Boom with (3) 5'extensions, in Tank Wash down System. External Tank Monitor, 50' Spring return Water Hose, 6" Ball float shutdown, 3 Stage Filtration using a Cyclonic Separator and 2 Micron Washable Poly Filter, Rotary Digging Lance, Spray Was Wand, Wireless Full Function Remote Control and CAN Control Operation System. Does Include Mounting- DOES NOT Include Truck* [1]	$120,255.00[1]
E-GUN [1]	Emulsifier gun	$900.00[1]
H-JACK [1]	Electric tongue jack *Hydraulic Jack* [1]	$1,918.00[1]
AUX HYD [1]	Auxiliary hydraulics *Auxiliary Hydraulics* [1]	$5,630.00[1]
SPARE [1]	Spare tire *Spare Tire* [1]	$598.00[1]
A-BOARD [1]	Arrow board *Arrow Board* [1]	$1,271.00[1]
	Air brakes	NA
	Gooseneck hitch	NA
6WayBoom [1]	Optional equipment - specify *6 Way Boom, Hydraulic up-down, in-out, and rotation. Upgrade cost for BASE MODEL BID LP873SDT All Other models DO NOT include BOOM in price.* [1]	$2,495.00[1]

VEHICLE:	LP873SDT			
DEALER:	Vermeer Southeast	Vermeer Southeast	Vermeer Southeast	Vermeer Southeast
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$83,900.00	$83,900.00	$83,900.00	$83,900.00

FM [1]	Optional equipment - specify *Flow Master Package (Includes the Flow Master arm and head, hydrant hose and diffuser box, tool box and all relevant Flow Mast tools.* [1]	$14,041.00[1]
REM DEB [1]	Optional equipment - specify *Remote Debris Tank* [1]	$9,652.00[1]
HOTBOX [1]	Optional equipment - specify *Hot Box* [1]	$5,823.00[1]
STRONGARM [1]	Optional equipment - specify *Strong Arm* [1]	$1,852.00[1]
5 % [1]	Optional equipment - specify *Discount Percentage off manufacturers Current Published Retail Price for Non-Specified Options and any optional Models* [1]	$5.00[1]
New Tag [1]	New state tag (specify state, county, city, sheriff, etc.) *New Tag* [1]	$210.00[1]
Tran Tag [1]	Transfer existing registration (must provide tag number) *Transfer tag* [1]	$210.00[1]
Temp Tag [1]	Temporary tag	NC[1]
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Warranty - specify	Std
	Warranty - specify	Std

FSA18-VEH16.0 Cab and Chassis Trucks and Heavy Equipment
Awarded Vendor Directory

Company	Address	City	State	Zip Code	First Name	Last Name	Phone Number	Mobile Number	Email Address
ACF Standby Systems LLC	9311 Solar Drive	Tampa	FL	33619	Carlos	Aceituno	813-621-9671	407-450-5393	c.aceituno@acfpower.com
Alamo Industrial	1502 East Walnut Street	Seguin	TX	78155	Mike	Pereny	830-305-2673	800-242-5266	mpereny@alamo-group.com
Alan Jay Chevrolet Buick GMC Cadillac	441 US Hwy 27 North	Sebring	FL	33870	Chris	Wilson	863-402-4234	863-381-3411	chris.wilson@alanjay.com
Alan Jay Chrysler Jeep Dodge of Wauchula	1405 US Hwy 17 S	Wauchula	FL	33873	Chris	Wilson	863-402-4234	863-381-3411	chris.wilson@alanjay.com
Alan Jay Ford Lincoln	3201 US Hwy 27 S	Sebring	FL	33870	Chris	Wilson	863-402-4234	863-381-3411	chris.wilson@alanjay.com
ARS Powersports	4422 Hwy 441 N	Okeechobee	FL	34972	Bill	Conner	863-467-0900	863-484-0912	arspower99@yahoo.com
AutoNation CDJR Pembroke Pines	13601 Pines Boulevard	Pembroke Pines	FL	33027	Steven	Henry	954-441-2034	954-383-1009	henrys@autonation.com
Bandit Industries, Inc.	6750 Millbrook Road	Remus	MI	49340	Kyle	Hobbs	800-952-0178	678-576-7887	khobbs@banditchippers.com
Bobcat Company	250 East Beaton Dr.	West Fargo	ND	58078	Jesse	Rheault	701-241-8759	701-630-5134	jesse.rheault@doosan.com
Bozard Ford	540 Outlet Mall Blvd	St. Augustine	FL	32084	Jeff	Eason	904-436-6316	904-219-1475	govsales@bozard.com
Broyhill Manufacturing Company	One North Market Square	Dakota City	NE	68731	Tammy	Steemkin	402-987-3412	402-987-3412	accounting@broyhill.com
Choo Choo Lawn Equipment	3206 Sydney Rd.	Palant City	FL	33566	John	Stunkard	813-659-1718	352-613-1493	john@choochoolawnequipment.com
Coggin Ford	9650 Atlantic Blvd,	Jacksonville	FL	32225	Elizabeth	Miller	904-725-3060	904-705-5954	emiller1@cogginauto.com
Container Systems & Equipment	506 Bellevue Ave.	Daytona Beach	FL	32114	William	Young	386-451-5531	386-451-5531	byoung@containersys.com
Cowin Equipment	7950 Pittman Avenue	Pensacola	FL	32534	John	Edwards	850-479-3004	850-685-7055	jedwards@cowin.com
Creel Tractor	3771 Palm Beach Blvd	Fort Myers	FL	33916	Brian	Creel	239-694-2185	239-825-2408	brian@creeltractor.com
Cub Cadet	5903 Grafton Rd	Valley City	OH	44280	Mark	Gathman	216-299-3447	None	mark.gathman@mtdproducts.com
DeLand Truck Center	1208 South Woodland Blvd	DeLand	FL	32720	Howard	Williams	386-734-8740	386-801-4187	howard@delandtruckcenter.com
Dobbs Equipment LLC	2730 Falkenberg Road	Riverview	FL	33578	Dave	Walsh	239-334-3627	239-849-7488	dave.walsh@dobbsequipment.com
Doosan	2905 Shawnee Industrial Way, Suite 100	Suwanee	GA	30024	David	Dixon	678-417-6660	470-865-1585	david.dixon@doosan.com
Duval Ford	1616 Cassat Ave.	Jacksonville	FL	32210	Matthew	Forte	904-505-9682	904-505-9682	matt.forte@duvalfleet.com
Earthmovers Construction Equipment, LLC	2325 Clark St	Apopka	FL	32703	Scott	Woody	407-401-8956	919-291-5737	swoody@mayequip.com
Environmental Products of Florida	2525 Clarcona Road	Apopka	FL	34471	Jeffrey	Haase	407-798-0004	352-427-6621	jhaase@myepg.com
Everglades Equipment Group	906 US Hwy 301 N	Palmetto	FL	34221	Mark	Gulick	941-722-3281	813-478-2145	mgulick@efe1963.com
Federal Contracts Corp	12918 N Nebraska Ave	Tampa	FL	33612	Christopher	Rey	813-631-0000	407-256-6475	chris@federalcontractscorp.com
Flagler Construction Equipment	8418 Palm River Road	Tampa	FL	33619	Kevin	Gray	813-630-0077	813-391-8159	kgray@flaglerce.com
Four Star Freightliner	270 Four Star Way	Midway	FL	32343	Zack	Howard	850-701-0163	850-508-6214	zackh@fourstarfreightliner.com
Futch's Tractor Depot	8515 State Road 207 North	Hastings	FL	32145	Shawn	Sadler	904-692-3673	386-937-4477	shawn@futchsdepot.com
Garber Chrysler	3408 HWY 17	Green Cove Springs	FL	32043	Ryan	Davis	904-264-2442	904-476-2155	rdavis@garberautomall.com
Garber Ford	3380 Highway 17	Green Cove Springs	FL	32043	Todd	Brandt	904-509-4747	904-509-4747	tbrandt@garberautomall.com
General GMC Truck Sales	360 S Military Trail	West Palm Beach	FL	33415	Leonard	De Santi	561-686-8906	561-373-1801	ldesanti@generalgmc.com
GHC Motorsports	614 US 27 S	Lake Placid	FL	33852	Cory	Cole	863-699-2453	863-243-2785	cole.ghcfi@yahoo.com
Godwin Pumps of America	202 Winston Creek Pkwy	Lakeland	FL	33810	Glenda	Young	863-682-8800	813-355-6042	glenda.young@xyleminc.com
Great Southern Equipment	1023 South 50th Street	Tampa	FL	33619	Marc	Young	813-248-4971	941-809-8703	marc@gsequipment.net
Hale Trailer Brake & Wheel, Inc	271 Halsema Road S	Jacksonville	FL	32221	Tom	Weaver	904-378-1900	904-923-3376	tweaver@haletrailer.com
Holland Pump Company	345 Thorpe Rd	Orlando	FL	32824	Eugene	Lant	407-855-7109	321-297-6372	eugene@hollandpump.com
Humdinger Equipment	3202 Clovis Rd	Lubbock	TX	79424	Dusty	Zeigler	912-728-8084	912-662-2280	dusty@humdingerequipment.com
Isuzu Truck of Ocala	3950 W Hwy 326	Ocala	FL	34482	Bob	Scharpnick	407-295-3846	407-509-6651	bscharpnick@orlandofreightliner.com
IT-S	27800 Old 41 Rd	Bonita Springs	FL	34135	Josh	Bachman	239-340-1100	239-947-4414	josh@wbgswfl.com
Jeffrey Allen, Inc.	4401 US Hwy 301 N	Tampa	FL	33610	Jeffery	Hernandez	800-282-6256	813-230-3644	sales@jeffreyalleninc.com
Kelly Tractor Co	8255 NW 58th Street	Miami	FL	33166	Greg	Bennett	305-592-5360	786-229-7037	greg_bennett@kellytractor.com
Kenworth of Central Florida	1800 N Orange Blossom Trail	Orlando	FL	32804	Mike	Crawford	352-427-5462	352-427-5462	mike.crawford.kwcf@gmail.com
Kenworth of Jacksonville	833 Picketteville Rd	Jacksonville	FL	32220	Ed	Costello	904-739-2296	904-588-8999	edcostello@kwjax.com
Kenworth of South Florida	2909 S Andrews Ave.	Ft. Lauderdale	FL	33316	Nelson	Martinez	954-523-5484	305-458-5833	nmartinez@kenworthsf.com
L J Power	9301 Hwy 290 West	Austin	TX	78736	Larry	Davis	737-703-5000	512-649-6848	l.davis@ljpower.net
Lou Bachrodt Freightliner	2840 Center Port Circle	Pompano Beach	FL	33016	Drew	Ellison	407-375-3304	407-375-3304	georgeordrew@aol.com
Maudlin International Trucks	2110 S Division Ave	Orlando	FL	32805	Chuck	Calhoun	407-849-6440	407-466-1074	ccalhoun@maudlinintl.com
Menzi USA Sales, Inc.	1850 Fairbanks Streer	Lakeland	FL	33805	Paul	Meadows	863-603-7979	863-510-8232	sales@menziusa.com
Mid Florida Diesel, Inc	2215 Hwy 60 East	Bartow	FL	33830	Joe	Antonini	863-519-0107	863-944-0400	joe@midfloridadiesel.com

FSA18-VEH16.0 Cab and Chassis Trucks and Heavy Equipment
Awarded Vendor Directory

Morbark LLC	8507 S. Winn Road	Winn	MI	48896	Matt	Beckowitz	330-264-8699	850-556-5483	mattb@raycomfg.com
Nextran	1986 West Beaver Street	Jacksonville	FL	32209	Mike	Maddox	904-349-8576	904-354-3807	mmaddox@nextrancorp.com
Orlando Freightliner	2455 S Orange Blossom Trail	Apopka	FL	32703	Bob	Scharpnick	407-295-3846	407-509-6651	bscharpnick@orlandofreightliner.com
Palm Truck Center	2441 S State Rd 7 (441)	Ft Lauderdale	FL	33317	Rudy	Mangino Jr.	954-584-3200	954-817-8058	rmangino@palmtruck.com
Palmetto Truck Center	7245 NW 36th St	Miami	FL	33166	Charlie	Rodgers	305-470-1334	305-972-7133	crodgers@palmettotruck.com
Pantropic Power	8205 NW 58th Street	Miami	FL	33166	Greg	Bennett	305-592-5360	786-229-7037	greg_bennett@kellytractor.com
Pat's Pump & Blower	2141 W Church St	Orlando	FL	32805	Steve	Newman	407-841-7867	941-232-3298	patspump@aol.com
Rechtien International Trucks, Inc.	7227 N.W. 74th Ave	Miami	FL	33166	Jose	Sanchez	305-888-0111	561-398-2622	jsanchez@rechtien.com
Ridge Equipment Co., Inc.	6820 US Hwy 27 N.	Sebring	FL	33870	Scott	Bradley	863-382-4157	863-381-5771	sbradley@ridge-equipment.com
Ring Power Corporation	10421 Fern Hill Dr.	Riverview	FL	33578	Alan	Thomas	813-865-2103	352-427-0252	alan.thomas@ringpower.com
Rush Truck Center - Tampa	8111 East Adamo Drive	Tampa	FL	33619	Steve	Bell	813-559-2324	321-205-7143	bells@rushenterprises.com
Sarasota Fun Machines	304 Triple Diamond Blvd	North Venice	FL	34275	Ed	Gurry	941-925-0376	941-685-1425	egurry@sarasotafunmachines.com
Sewer Equipment	1590 Dutch Road	Dixon	IL	61021-8624	Shawn	Bondele	815-835-5623	815-631-4134	shawnbondele@sewerequipment.com
Southern Sewer Equipment Sales	3409 Industrial 27th St	Fort Pierce	FL	34946	Bill	Stinson	772-595-6940	772-216-2173	info@southernsewer.com
Southern States ToyotaLift	115 South 78th Street	Tampa	FL	33619	Shane	Polson	904-764-7662	904-588-8579	spolson@sstlift.com
Southport Truck Group	7528 US HWY 301 N	Tampa	FL	33637	Scott	Endris	813-262-0890	813-293-0866	sendris@southporttruck.com
Stingray Chevrolet LLC	2002 N Frontage Rd	Plant City	FL	33563	Peter	Popiel	813-473-2002	407-221-7600	magicpeterfleet@gmail.com
Sun State International Trucks, LLC	6020 Adamo Dr	Tampa	FL	33619	Carlos	Correa	941-330-7840	941-330-7840	carlos.correa@sunstateintl.com
Terrain King	1502 East Walnut St	Seguin	TX	78155	Michael	Pereny	239-694-2185	239-825-2408	Mpereny@alamo-group.com
Texas Trailers Sales and Service	5601 NW 13th St	Gainesville	FL	32653	Rick	Croft	352-378-4756	352-222-8665	rick@texastrailersfl.com
Thompson Pump, Inc.	4620 City Center Dr	Port Orange	FL	32129	David	Perry	386-767-7310	386-527-3265	dperry@thompsonpump.com
Tradewinds Power	600 State Road 66	Sebring	FL	33875	Bill	Fenner	225-360-5009	225-360-5009	bfenner@tradewindspower.com
Trekker Tractor	1504 East Tampa Blvd	Tampa	FL	33619	Randy	Shearin	813-525-0795	813-525-0795	randy.shearin@trekkergroup.com
Truckmax Isuzu	291 S Federal Hwy	Homestead	FL	33033	Guillermo	Chez	305-777-9000	305-720-4501	mytrucks101@gmail.com
Truckmax, Inc	6000 NW 77 Court	Miami	FL	33166	Guillermo	Chez	305-777-9000	305-720-4501	gchez@truckmax.com
Trucks & Parts of Tampa, LLC	1015 S. 50th St	Tampa	FL	33619	Blake	Hamilton	813-247-6637	813-917-9263	Blake@trucksandparts.com
United Rentals (North America), Inc.	1731 Tappan Blvd.	Tampa	FL	33619	Tom	Howe	813-685-9944	813-267-9011	thowe@ur.com
Ventrac	500 Venture Drive	Orrville	OH	44667	Ryan	Miller	330-683-0075	330-683-0000	contracts@ventrac.com
Vermeer Southeast	4559 Old Winter Garden Rd	Orlando	FL	32811	Mark	Miller	407-295-2020	239-229-3101	markmiller@vermeersoutheast.com
Weedoo	8020 Belvedere Rd, #1	West Palm Beach	FL	33411	Chris	Douglas	561-204-5756	520-250-7070	chris@weedooboats.com
Zabatt	4612 HWY Ave	Jacksonville	FL	32254	Jeff	Burke	904-838-0449	904-838-0449	jeff.burke@zabatt.com

Vermeer Southeast Sales & Service, Inc.
4559 Old Winter Garden Road
Orlando, Florida 32811

QUOTE

Date: **10/15/18** **Sales Rep:** **Ross Hilaman**

Customer Information:

City of Cocoa
155 N Wilson Avenue
Cocoa, FL 32931

Delivered to:

Same

Contact Name: Mr. Chris Collier
Phone Number: 321-433-8811

Payment method:

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	Vermeer / McLauglin VX50-500 Vacuum Excavator / 6 Way full hyd boom w/rem. 49 HP Tier IV Final Kubota diesel engine 1025 CFM 15" of mercury blower 800 gallon spoils tank (2) 205 gallon fresh water tanks with Quick Fill 5.6 gpm @ 3000 psi water system with auto clutch 18,000 GVW trailer with LED lights FL Sheriff's Association Contract FSA18-VEH16.0 Speicfication # 52 Title: Vacuum Excavator, Trailer Mounted - 14,000 GVWR Model: LP873SDT		**$ -**
1	Price for base model	$ 83,900.00	**$ 83,900.00**
1	ADD: upgrade to model VX50-800 with 6 way hydraulic boom / remote control	$ 2,495.00	**$ 2,495.00**
1	ADD: 8093907 Arrow Board	$ 1,271.00	**$ 1,271.00**
1	ADD: 8041127 Hydraulic Jack	$ 1,918.00	**$ 1,918.00**
1	ADD: 8049829 Quick Fill for fresh water tank	$ 185.00	**$ 185.00**
1	ADD: 8046275 6" drain valve cap	$ 195.00	**$ 195.00**
	5% discount on optional equipment (based off current MSRP)		
		SubTotal	**$ 89,964.00**
		Tax	
	THANK YOU FOR YOUR BUSINESS!	**Total**	**$ 89,964.00**
		Less Down Payment	
TERMS:		**Balance Due**	**$ 89,964.00**

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer _____

Legislation Details (With Text)

File #:	18-532	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	10/25/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Approve the Access Easement Agreement and an Overhead Power Line Easement Agreement on the Wewahootee Water Plant (160 Acres) Site with Lockheed Martin; To Authorize the City Manager to Execute the Agreements. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	LMC Access Easement Agreement LMC Overhead Power Easement Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 25, 2018
Agenda Date: November 14, 2018
Prepared By: George R. Toler, Engineering Supervisor
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Access Easement Agreement and an Overhead Power Line Easement Agreement on the Wewahootee Water Plant (160 Acres) Site with Lockheed Martin; To Authorize the City Manager to Execute the Agreements

BACKGROUND:

Lockheed Martin (LMC) owns a property to the south of the Wewahootee Water Plant (160 Acres) site. They are currently applying for permits from the St. Johns Water Management District and part of their permitting requirements is to provide proof of access to the property.

Currently the only access to the LMC property is along a roadway that runs along the west boundary of the Wewahootee Water Plant site. Per the City's Deed for the property, it was believed that there was an existing 50-foot right of way along that boundary line. Upon investigation. LMC determined and confirmed with Orange County that it is not a county right of way. Therefore, there does not appear to be an access roadway across the City property.

In order to gain access and provide overhead power through the City's property, Lockheed Martin desires to enter into an Access Easement Agreement and an Overhead Power Line Easement Agreement with the City.

Staff recommends approval of these easement agreements.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve the Access Easement Agreement and an Overhead Power Line Easement Agreement on the Wewahootee Water Plant (160 Acres) Site with Lockheed Martin: To Authorize the City Manager to Execute the Agreements.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese, Esquire
Garganese, Weiss, D'Agresta & Salzman, PA.
111 North Orange Avenue, Suite 2000
Post Office Box 2873
Orlando, FL 32802-2873
(407) 425-9566

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2018, by and between **THE CITY OF COCOA, FLORIDA**, a municipal corporation whose address is 65 Stone Street , Cocoa, Florida 32922 ("Cocoa"), and **LOCKHEED MARTIN CORPORATION**, a Maryland Corporation, whose address is 6801 Rockledge Drive, Bethesda, Maryland 20817, Attention: General Counsel ("Lockheed").

WITNESSETH:

WHEREAS, Cocoa is the owner of fee simple title to a certain parcel of real property located in Orange County, Florida as more particularly depicted in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Cocoa Parcel");

WHEREAS, Lockheed is the owner of fee simple title to a parcel of real property located adjacent to the Cocoa Parcel, which property is more particularly depicted in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Lockheed Parcel"); and

WHEREAS, Lockheed desires, and Cocoa agrees to convey, a perpetual easement for the benefit of the Lockheed Parcel a right of ingress and egress over a portion of the Cocoa Parcel; and

WHEREAS, the parties now desire to grant such right of ingress and egress over a portion of the Cocoa Parcel pursuant and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Grant of Easement by Cocoa. Cocoa does hereby grant and convey to Lockheed, and its respective successors and assigns, for use by themselves and their respective employees, agents, servants, invitees and tenants, a non-exclusive perpetual

easement for vehicular and pedestrian ingress, egress and access over, to, from, across and under that portion of the Cocoa Parcel described and depicted on **Exhibit "C"** attached hereto and incorporated herein by reference, in order to utilize and provide vehicular and pedestrian access to and from the Lockheed Parcel (hereinafter referred to as the "Cocoa Easement Parcel".

3. Maintenance and Repair Obligations. Lockheed may, but shall not be obligated, to maintain and repair, at its expense, all road improvements located within the Cocoa Easement Parcel. All such construction and maintenance shall be performed in good workmanlike manner and the easement must be maintained in a condition satisfactory for the uses contemplated herein. Each Party agrees to keep the Cocoa Easement Parcel free and clear of any obstructions. If Lockheed desires to maintain the Cocoa Easement Parcel, Lockheed shall provide to Cocoa notice of the maintenance desired to be performed to keep the Cocoa Easement Parcel in reasonably good repair for the purposes herein provided. If Cocoa does not elect by written notice to Lockheed to undertake the maintenance work desired by Lockheed within thirty (30) days after receipt of written notice from Lockheed, Lockheed shall have the right to perform the maintenance desired to be performed to keep the Cocoa Easement Parcel in reasonably good repair for the purposes herein provided.

4. Prohibition Against Obstruction. Cocoa may maintain security gates across the Cocoa Easement Parcel to limit access to its lands. Notwithstanding the foregoing, Cocoa shall provide Lockheed keys to open the gates or otherwise have the means to open the gates without contacting Cocoa for admission or assistance for the purpose expressly stated in this Agreement. The Parties shall cooperate with each other in establishing and following procedures for use of the gates, and Lockheed shall be responsible for locking the gate after each use of the Cocoa Easement Parcel by Lockheed. Lockheed shall not be deemed by this Agreement to acquire any parking or storage easements or rights. Cocoa also shall not park or store any automobile or other object on or within the Cocoa Easement Parcel (unless expressly authorized to do so in writing by the Lockheed), nor shall either Party otherwise obstruct or impede passage over the Cocoa Easement Parcel.

5. No Prescriptive Rights. If Lockheed or its authorized users in the exercise of the rights granted by this Agreement deviate from the Cocoa Easement Parcel and encroach onto the lands of Cocoa, even if the encroachment continues over an extended time, then such encroachment shall not under any circumstances create prescriptive or other rights, claims, or interests in favor of the encroaching owner in or to the land encroached upon. The foregoing provision shall apply to any portions of the existing roadway improvements that may currently deviate from the Cocoa Easement Parcel, if any, and encroach onto the Cocoa Parcel. Accordingly, if at any time any such encroachment of roadway improvements is relocated to the Cocoa Easement Parcel, Lockheed, or authorized users, shall no longer have the right to deviate from the Cocoa Easement Parcel onto the former route of the roadway.

6. Relocation. If Cocoa's future use of its lands reasonably requires a relocation of the Cocoa Easement Parcel and facilities located therein, and Cocoa

notifies Lockheed of such requirements, Cocoa may relocate the roadway facilities to a location on Cocoa's remaining lands reasonably selected by Cocoa. The cost of such relocation shall be borne by Lockheed unless Cocoa otherwise intended to relocate the facilities for its own use. Once the roadway facilities have been relocated: (a) the description of the Cocoa Easement Parcel shall be amended to conform to the relocated easement, which amendment shall be evidenced by instrument executed by the parties and recorded in the Public Records of Orange County, Florida; and (b) Lockheed, and authorized users, shall abandon use of the original easement property.

7. Reservation of Rights. It is expressly agreed and understood that the easements hereunder granted, together with all rights and privileges granted hereby, shall be nonexclusive and Cocoa reserve for itself and its successors in title the right to grant such other easements as Cocoa deems desirable over, under, upon and across the Cocoa Easement Parcel, provided that such other easements shall not unreasonably interfere with the rights under the easement granted hereby.

8. Indemnification and Insurance.

(i) Lockheed agrees to defend at its sole cost and expense (if requested by a Cocoa Party defined herein), release, indemnify and hold Cocoa, and all subsidiaries, related and affiliated companies and the officers, directors, agents, and employees, and their successors and assigns of each (the "Cocoa Indemnified Parties" or "Cocoa Indemnified Party", as the context may require), harmless from and against any and all claims, suits, judgments, damages, losses and expenses (including reasonable attorneys' fees) or demands, including demands arising from injuries or death of persons (including a Cocoa Indemnified Party's employees) and damage to property arising out of or in any way connected with (i) the use and enjoyment of the Cocoa Easement Parcel and related roadway facilities by Lockheed, and all subsidiaries, related and affiliated companies and the officers, directors, agents, and employees, and their successors and assigns (the "Lockheed Parties" or "Lockheed Party", as the context may require), and the other rights granted hereunder by Cocoa, its successors, assigns, agents, employees, officers, contractors, consultants, residents, vendors, and invitees, successors and assigns (collectively, the "Cocoa Parties"), (ii) any breach of this Agreement by any of the Lockheed Parties and (iii) any negligent acts, errors, omissions or willful misconduct of any of the Lockheed Parties, while on the Cocoa Easement Parcel and related roadway facilities, unless caused by the grossly negligent or intentionally wrongful acts or omissions of a Cocoa Indemnified Party, as the case may be.

(ii) Lockheed shall maintain general liability insurance for its acts and omissions under this Agreement.

9. Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, as amended from time to time. As such, the City shall not be liable under this Agreement

for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

10. Covenants Running with the Land. This Agreement shall be recorded in the Official Public Records of Orange County, Florida. The terms, benefits and burdens of this easement shall run with the Cocoa Parcel and the Lockheed Parcel and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. No Third Party Beneficiaries. This Agreement is granted only for the benefit of the Lockheed Parcel and is not intended for the use or benefit of any other real property, nor is it for the use or benefit of any person or entity other than those to whom Cocoa has expressly permitted the use of the Cocoa Easement Parcel. No consent to the modification, from time to time, or termination of the provisions of this Agreement shall ever be required of any third party; nor shall any such third party have any right to enforce any of the provisions herein. Notwithstanding the preceding sentence, the parties hereto and their successors and assigns may permit the easements created hereunder to be used for their intended purposes by themselves, by all tenants, subtenants, licensees and guests and by the partners, officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors and invitees.

12. Amendment. This Agreement may be amended or terminated by, and only by, an instrument in writing executed by all of the parties hereto or their respective successors in interest.

13. Attorneys' Fees. In the event it shall be necessary for any party to this Agreement to bring suit to enforce any provisions hereof, the prevailing party shall be entitled to recover from the non-prevailing party or parties, in addition to any damages or other relief granted as a result of such suit, all costs and expenses of such suit and reasonable attorneys' fees as set by the court.

14. Entire Agreement. This Agreement embodies the complete and entire agreement between the parties regarding this transaction and supercedes all prior negotiations, agreements and understandings relating thereto. It may not be varied or modified except by written agreement executed by both Cocoa and Lockheed.

15. No Waiver. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any other breach occurring before or after such breach. The waiver of any party of any breach of any term, covenant or condition in this Agreement stated shall not be deemed to be a waiver of any other breach, or of a

subsequent breach of the same or any other term, covenant or condition herein contained.

16. Governing Law/Venue. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and venue for its enforcement shall be in Orange County, Florida.

17. Severability. If any provision in this Agreement is held to be invalid, illegal or unenforceable in any respect or the application of any provision is held to be invalid, illegal or unenforceable as to any person, fact, circumstance or situation, such invalidity, illegality or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Agreement shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Agreement had never contained any such invalid, illegal or unenforceable provision.

[signatures to follow]

IN WITNESS WHEREOF, Cocoa and Lockheed have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

CITY OF COCOA, Florida,
a Florida Municipal Corporation

_____
Signature of Witness

By:_____
_____, Mayor

_____
Printed Name of Witness

By:_____
Carie Shealy, MMC, City Clerk

_____
Signature of Witness

Date:_____

_____
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by, as_____ as the Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on behalf of the corporation. He is personally known to me or produced a Florida Driver's License as identification.

My commission expires:

_____
Printed Name:_____

_____
Notary Public, State of Florida at Large

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

James Damm
Printed Name of Witness

Signature of Witness

Michael Thelen
Printed Name of Witness

LOCKHEED MARTIN CORPORATION

BY: LMC PROPERTIES, INC., a Maryland corporation, Attorney-In-Fact Under Irrevocable Power of Attorney Effective April 4, 2016

By: Thomas M Green
Name: Thomas M Green
Its: Sr. Manager, Real Estate

STATE OF Maryland
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 17th day of October 2018, by Thomas M Green, as Sr. Manager, RE of LMC Properties, Inc., attorney-in-fact for Lockheed Martin Corporation, a Maryland Corporation. He/she is personally known to me or produced _____ as identification.

My commission expires: 12/22/2018

PETRA-ANN R.H. LIVERPOOL
Printed Name: Petra-Ann R.H. Liverpool

Notary Public, State of ~~Florida at Large~~ Maryland

PETRA-ANN R.H. LIVERPOOL
Notary Public
Howard County
Maryland
My Commission Expires Dec 22, 2018

EXHIBIT "A'
COCOA PARCEL

LEGAL DESCRIPTION

A portion of Section 14, Township 24 South, Ronge 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 14 as shown on Certified Corner Record Number 85032; thence S 00'01'12" E along the East line of said Section 14 a distance of 1144.99 feet to the Point of Beginning, said point being on the North line of the South 1494.60 feet of the North 1/2 of said Section 14; thence continue S 00'01'12" E along said East line a distance of 1295.23 feet to a point on the South line of the North 1295.17 feet of the South 1494.60 feet of said North 1/2 of Section 14, said point being N 00'01'12" W 199.44 feet from the East 1/4 corner of said Section 14 as shown on Certified Corner Record Number 94814; thence S 89'24'43" W along said South line a distance of 5353.81 feet to a point on the West line of said Section 14, said point being N 00'12'0.3" E 199.45 feet from the West 1/4 corner of said Section 14 as shown on Certified Corner Record Number 85033; thence N 00'12'0.3" E along said West line a distance of 1295.29 feet to a point on said North line; thence S 89'24'43" E along said North line a distance of 5348.82 feet to the Point of Beginning.

EXHIBIT "B'
LOCKHEED PARCEL

LEGAL DESCRIPTION

PARCEL 1:

That portion of Section 14, Township 24 South, Range 32 East, lying south of the North 1295.17 feet of the South 1494.60 feet of the North ½ of Section 14, Township 24 South, Range 32 East, in Orange County, Florida,

LESS AND EXCEPT THE FOLLOWING PARCEL:

Beginning at a point on the West line of Section 14, Township 24 South, Range 32 East said point being 315.1 feet North of the Southwest corner of said Section 14, run thence North 208.71 feet thence East 258.71 feet thence South 208.71 feet thence West 258.71 feet to the point of Beginning,

PARCEL 2:

All of Sections 23, 24, 25, 26, 35 and 36, in Township 24 South, Range 32 East, in Orange County, Florida.

LESS AND EXCEPT:

Well Sites as described in Orders of Taking recorded in Official Records Book 4268, Page 1042 and in Official Records Book 4384, Page 1117, and referenced in Order in Official Records Book 4384, Page 1313 and in Official Records Book 4384, Page 1282, all of the Public Records of Orange County, Florida, being more particularly described as follows:

Well Site 38:

A fee simple estate in a parcel of land being a portion of the Northwest 1/4 of section 23, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said section 23, said corner being a recovered 3-1/2" X 3-1/4" concrete monument with a 1" diameter steel disk stamped "PBS&J, Inc. PLS-3906"; thence N.01°00'37"E. along the west line of the southwest 1/4 of said section 23 a distance of 2,649.56 feet to the west 1/4 corner of said section 23, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2" diameter aluminum disk stamped "PRM 22/23 890"; thence S.88°59'34"E. a distance of 100.00 feet; thence N.01°00'15"E. parallel with and 100.00 feet East of by perpendicular measurement from the West line of the Northwest 1/4 of said section 23 a distance of 699.78 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap

stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence continue N.01°00'15"E. parallel with said West line of the Northwest 1/4 of section 23 a distance of 60.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.88°59'45"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.01°00'15"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Northwest 1/4 of section 23 a distance of 195.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.88°59'45"E. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.01°00'15"W. a distance of 450.00 feet to #5 X 18" long iron rebar with a surveyor's Identification cap stamped "PBS&J LB-24"; thence N.88°59'45"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification on cap stamped "PBS&J LB-24"; thence N.01°00'15"E. parallel with and 175.00 east of by perpendicular measurement from said West line of the Northwest 1/4 of section 23 a distance of 195.00 feet to a #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'45"W. a distance of 75.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.752 acres more or less.

Well Site 39:

A fee simple estate in a parcel of land being a portion of the Southwest 1/4 of section 23, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said section 23, said corner being a recovered 3-1/2" X 3-1/4" concrete monument with a 1" diameter steel disk stamped "PBS&J, Inc. PLS-3906"; thence N.01°00'37"E. along the west line of the southwest 1/4 of said section 23 a distance of 2,649.56 feet to the west 1/4 corner of said section 23, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2" diameter aluminum disk stamped "PRM 22/23 890"; thence S.88°59'34"E. a distance of 100.00 feet; thence S.01°00'37"W. parallel with and 100.00 feet East of by perpendicular measurement from the West line of the Southwest 1/4 of said section 23 a distance of 399.36 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence continue S.88°59'23"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.01°00'37"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Southeast 1/4 of section 23 a distance of 195.00 feet to a set #5 X 18 long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'23"E. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.01°00'37"W. a distance of 450.00 feet to a 5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'23"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.01°00'37"E. parallel with and 175.00 east of by perpendicular measurement from said West line of the Southwest of section 23 a distance of 195.00 a #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'23"W. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification stamped "PBS&J

LB-24"; the N.01°00'37"E. parallel with and 100.00 feet east of perpendicular measurement from said West line of Southwest 1/4 of section 23 a distance of 60.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.752 acres of less.

Well Site 40:

A fee simple estate in a parcel of land being a portion of the Southwest 1/4 of section 23, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said section 23, said corner being a recovered 3-1/2" X 3-1/4" concrete monument with a 1" diameter steel disk stamped "PBS&J, Inc. PLS-3906"; thence N.01°00'37"E. along the west line of the Southwest 1/4 of said section 23 a distance of 2,649.56 feet to the west 1/4 corner of said section 23, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2" diameter aluminum disk stamped "PRM 22/23 890"; thence S.88°59'34"E. a distance of 100.00 feet; thence S.01°00'37"W. parallel with and 100.00 feet East of by perpendicular measurement from the West line of the Southwest 1/4 of said section 23 a distance of 1,724.19 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence continue S.88°59'23"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.01°00'37"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Southwest 1/4 of section 23 a distance of 195.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'23"E. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", thence S.01°00'37"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'23"W a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.01°00'37"E. parallel with and 175.00 east of by perpendicular measurement from said West line of the Southwest 1/4 of section 23 a distance of 195.00 feet to a #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'23"W. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; then N.01°00'37"E. parallel with and 100.00 feet east of by perpendicular measurement from said West line of the Southwest 1/4 of section 23 a distance of 60.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.752 acres more or less.

Well Site 41:

A fee simple estate in a parcel of land being a portion of the Northwest 1/4 of section 26, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said section 26, said corner being a recovered 3-1/2" X 3-1/4" concrete monument with a 2" diameter aluminum disk stamped "PRM 26/27 890"; thence N.00°39'06"E. along the West line of the Northwest 1/4 of said

section 26 a distance of 2,649.27 feet to the Northwest corner of said section 26, said corner being a recovered 3-1/2" X 3-1/4" concrete monument with a 1" diameter steel disk stamped "PBS&J, Inc. PLS-3906"; thence S.89°10'08"E. a distance of 100.00 feet; thence S.00°39'06"W. parallel with and 100.00 feet East of by perpendicular measurement from the West line and the Northwest 1/4 of said section 26 a distance 300.36 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence S.89°20'54"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°39'06"E. parallel with and 175.00 feet East of by perpendicular measurement from said West line of the Northwest 1/4 of section 26 a distance of 195.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.89°20'54"E. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.00°39'06"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°20'54"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°39'06"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Northwest 1/4 of section 26 a distance of 195.00 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°20'54"W. a distance of 75.00 feet to a set #5 X 18 long iron rebar with a surveyors identification cap stamped "PBS&J LB-24"; thence N.00°39'06"E. parallel with and 100 feet East of by perpendicular measurement from said West line of the Northwest 1/4 of section 26 a distance of 60.00 feet returning to the POINT OF BEGINNING of said easement, containing 4.752 acres more or less.

Well Site 42:

A fee simple estate in a parcel of land being a portion of the Southwest 1/4 of section 26, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said section 26, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2" diameter aluminum disk stamped "26/27/34/35 890"; thence N.00°39'11"E. along the West line of the Southwest 1/4 of said section 26 distance of 2,649.15 feet to the West 1/4 corner of said section 26, said corner being a recovered 3-1/2" X 3-1/4" concrete monument with a 2" diameter aluminum disk stamped "PRM 26/27 890"; thence S.89°20'51"E. a distance of 100.00 feet; thence S.00°39'11" W. parallel with and 100.00 feet East of by perpendicular measurement from the West line of the Southwest 1/4 of said section 26 a distance of 630.72 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence S.89°20'49"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°39'11"E. parallel with and 175.00 feet East of by perpendicular measurement from said West line of the Southwest 1/4 of section 26 a distance of 195.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.89°20'49"E. a distance of 450.00 feet to a set #5 X 18 long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.00°39'06"W. a distance of 450.00 feet to a set #5

X 18' long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°20'49"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°39'11"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Southwest 1/4 of section 26 a distance of 195.00 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°20'49"W. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°39'11"E. parallel with and 100 feet East of by perpendicular measurement from said West line of the Southwest 1/4 of section 26 a distance of 60.00 feet returning to the POINT OF BEGINNING of said easement, containing 4.752 acres more or less.

Well Site 43:

A fee simple estate in a parcel of land being a portion of the Northwest 1/4 of section 35, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence the West 1/4 corner of said section 35, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2-1/4" diameter brass disk stamped "POST, BUCKLEY, SCHUH & JERNIGAN 3906"; thence N.00°20'33"E. along the West line of the Northwest 1/4 of said section 35 a distance of 2,649.42 feet to the Northwest corner of said section 35, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2" diameter aluminum disk stamped "26/27/34/35 890"; thence S.89°30'08"E. a distance of 100.00 feet; thence S.00°20'33"W. parallel with and 100.00 feet East of by perpendicular measurement from the West line of the Northwest 1/4 of said section 35 a distance of 334.93 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence S.89°39'27"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°20'33"E. parallel with and 175.00 feet East of by perpendicular measurement from said West line of the Northwest 1/4 of section 35 a distance of 195.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.89°39'27"E. a distance of 450.00 feet to a set #5 X'18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.00°20'33"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°39'27"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°20'33"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Northwest 1/4 of section 35 a distance of 195.00 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°39'27"W. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°20'33"E. parallel with and 100 feet East of by perpendicular measurement from said West line of the Northwest 1/4 of section 35 a distance of 60.00 feet returning to the POINT OF BEGINNING of said easement, containing 4.752 acres more or less.

Well Site 44:

A simple fee estate in a parcel of land being a portion of the Northwest 1/4 of section 35, Township 24 South, Range 32 East, Orange County, Florida, more particularly described as follows:

Commence at the West 1/4 corner of said section 35, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2-1/4" diameter brass disk stamped "POST, BUCKLEY, SCHUH & JERNIGAN 3906"; thence N.00°20'33"E. along the West line of the Northwest 1/4 of said section 35 a distance of 2,649.42 feet to the Northwest corner of said section 35, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2" diameter aluminum disk stamped "26/27/34/35 890"; thence S.89°30'08"E. a distance of 100.00 feet; thence S.00°20'33"W. parallel with and 100.00 feet East of by perpendicular measurement from the West line of the Northwest 1/4 of said section 35 a distance of 2,222.88 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence S.89°39'27"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°20'33"E. parallel with and 175.00 feet East of by perpendicular measurement from said West line of the Northwest 1/4 of section 35 a distance of 195.00 feet to a set #5 X 18' long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.89°39'27"E. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.00°20'33"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°39'27"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°20'33"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Northwest 1/4 of section 35 a distance of 195.00 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°39'27"W. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°20'33"E. parallel with and 100.00 feet East of by perpendicular measurement from said West line of the Northwest 1/4 of section 35 a distance of 60.00 feet returning to the POINT OF BEGINNING of said easement, containing 4.752 acres more or less.

PARCEL 3:

A part of Sections 30 and 31, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 24 South, Range 33 East, thence North 00°43'37" East along the West line of Section 31, for 2317.98 feet to the Point of Beginning, thence continue North 00°43'37" East along the West line of Sections 30 and 31, for 6997.53 feet; thence South 33°12'57" East for 1354.36 feet, thence South 18°51'12" West for 1427.33 feet, thence South 61°50'52" East for 391.70 feet, thence South 44°02'25" East for 738.37 feet, thence South 07°37'35" West for 2391.53 feet, thence South 45°24'21" East for 794.94 feet, thence South 59°31'27" West for 1713.53 feet to the Point of Beginning.

PARCEL 4:

A part of Section 13, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Begin at the West 1/4 corner, Section 13, Township 24 South, Range 32 East, thence North 00°34'16" East along the West line of said Section 13, for 835.41 feet, thence South 87°55'50" East for 2564.91 feet, thence South 22°30'40" East for 3813.57 feet to the South line of Section 13; thence North 88°25'51" West along the South line of said Section 13, for 4129.64 feet to the Southwest corner of Section 13, thence North 02°04'16" East along the West line of Section 13, for 2668.91 feet to the Point of Beginning.

EXHIBIT "C"
COCOA EASEMENT PARCEL

LEGAL DESCRIPTION

The West 50.00 feet of the following described property (the Cocoa Parcel):

A portion of Section 14, Township 24 South, Ronge 32 East, Orange County, Florida, being more particularly described as follows

Commence at the Northeast corner of said Section 14 as shown on Certified Corner Record Number 85032; thence S 00'01'12" E along the East line of said Section 14 a distance of 1144.99 feet to the Point of Beginning, said point being on the North line of the South 1494.60 feet of the North 1/2 of said Section 14; thence continue S 00'01'12" E along said East line a distance of 1295.23 feet to a point on the South line of the North 1295.17 feet of the South 1494.60 feet of said North 1/2 of Section 14, said point being N 00'01'12" W 199.44 feet from the East 1/4 corner of said Section 14 as shown on Certified Corner Record Number 94814; thence S 89'24'43" W along said South line a distance of 5353.81 feet to a point on the West line of said Section 14, said point being N 00'12'0.3" E 199.45 feet from the West 1/4 corner of said Section 14 as shown on Certified Corner Record Number 85033; thence N 00'12'0.3" E along said West line a distance of 1295.29 feet to a point on said North line; thence S 89'24'43" E along said North line a distance of 5348.82 feet to the Point of Beginning.

Prepared by and return to:
Anthony A. Garganese, Esquire
Garganese, Weiss, D'Agresta and Salzman, PA.
111 North Orange Avenue, Suite 2000
Post Office Box 2873
Orlando, FL 32802-2873
(407) 425-9566

OVERHEAD POWER LINE EASEMENT AGREEMENT

THIS OVERHEAD POWER LINE EASEMENT AGREEMENT ("Overhead Power Line Easement") is made the last date signed below, by **THE CITY OF COCOA, FLORIDA**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 and (hereinafter referred to as "**Grantor**") in favor of the **LOCKHEED MARTIN CORPORATION**, a Maryland Corporation, whose mailing address is 6801 Rockledge Drive, Bethesda, Maryland 20817, Attention: General Counsel (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, **Grantee** is the owner of fee simple title of certain real property located in Orange County, Florida as more particularly depicted in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Lockheed Parcel")

WHEREAS, **Grantor** is the owner of real property adjacent to the Lockheed Parcel also located within Orange County, Florida depicted in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Cocoa Parcel"); and

WHEREAS, **Grantee** desires, and **Grantor** agrees to convey, a perpetual easement for the benefit of the Lockheed Parcel for placing, constructing, repairing, and maintaining existing overheard power lines and poles by **Grantee** and its assigns on **Grantor's** property; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Easement Property**. The real property which is subject to the easements granted hereunder is described in **Exhibit "C"**, which is attached hereto and fully incorporated herein by this reference ("Easement Parcel").

3. **Grant of Easement**. Grantor hereby voluntarily grants and conveys to Grantee, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive overhead power line easement over, through, and across the Easement Parcel for the benefit and purpose of providing electrical power to the Lockheed Parcel. Said easement shall be of the nature and character and to the extent hereinafter set forth.

4. **Purpose of Overhead Power Line Easement**. This Overhead Power Line Easement is granted for the express and sole purpose of allowing Grantee and its assigns to perpetually use the Easement Parcel for placing, constructing, repairing, and maintaining of overhead power lines and poles as may be reasonably and customarily necessary in connection therewith for the Lockheed Parcel.

5. **Rights and Obligations of Grantee**. To accomplish the purpose stated above, and at Grantee's sole expense, the following rights are conveyed to **Grantee** by this Easement:

(a) the right for **Grantee** to inspect, alter, improve, construct, repair, rebuild, replace, remove, connect to, disconnect from, and maintain the overhead power lines and poles within the Easement Parcel, provided however the construction and location of any power lines and poles shall not unreasonably interfere or conflict with any of **Grantor's** existing facilities located within the Easement Parcel ;

(b) all other rights and privileges reasonably and customarily necessary for **Grantee's** safe and efficient placement, construction, operation, maintenance, and/or repair of the overhead power lines and poles, including reasonable access to same;

(c) the right to take appropriate action to protect the easement rights granted hereunder including, but not limited to, the right to evict trespassers, provide security for the overhead power lines and poles, and file actions in a court of competent jurisdiction.

Prior to the construction and placement of any new power lines, poles and ancillary equipment within the Easement Parcel, **Grantee** shall provide written notice to, and obtain prior written approval from, the **Grantor** as to the proposed actual location of said lines, poles and ancillary equipment so as to avoid any conflicts or interference with any of **Grantor's** existing facilities within the Easement Parcel. **Grantor** shall approve or deny such location, in writing, no later than thirty (30) days after receipt of written notice from **Grantee**. If **Grantor** fails to approve or deny the location within said thirty (30) days, approval shall be deemed granted by **Grantor.** In addition, **Grantee** also agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the Easement Parcel to the condition said property was in prior to the performance of any reconstruction, replacement, removal, operation, inspection, maintenance, repair improvement, or any other use or work contemplated by this Overhead Power Line Easement. Any such restoration shall be in a good and workman like manner.

6. **Grantors Use of Easement**. **Grantor** hereby reserves for itself the right to use the Easement Parcel; provided, however, that **Grantor's** use shall not (i) violate any provision of this Overhead Power Line Easement, (ii) unreasonably interfere with any of **Grantee's** easements, rights or interest under this Overhead Power Line Easement, or (iii) construct any future improvements on the Easement Parcel which unreasonably interfere with the easements, rights or interest granted to **Grantee** herein, nor install any landscaping which may adversely impact the integrity of the power lines and poles.

7. **Compensation to Grantor**. No monetary compensation is due under this Agreement. However, **Grantor** agrees that the easement rights granted hereunder are necessary to allow **Grantee** to obtain power to facilities owned and operated by **Grantee** on the Lockheed

Parcel and this Easement is intended to memorialize the rights of **Grantee** to use and maintain overhead power lines already existing in the Easement Parcel.

8. **Easements Run with the Land**. These easements shall remain a charge against the Easement Parcel for the benefit of the Lockheed Parcel. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to these easements as such.

9. **Recordation**. This instrument shall be recorded in the Official Records of Orange County, Florida and may be re-record it at any time to preserve the rights of either party to this Easement.

10. **Sovereign Immunity**. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, as amended from time to time. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

11. **Indemnification**. Grantee agrees to defend at its sole cost and expense (if requested by a Grantor Party defined herein), release, indemnify and hold Grantor, and all subsidiaries, related and affiliated companies and the officers, directors, agents, and employees, and their successors and assigns of each (the "Grantor Indemnified Parties" or "Grantor Indemnified Party", as the context may require), harmless from and against any and all claims, suits, judgments, damages, losses and expenses (including reasonable attorneys' fees) or demands, including demands arising from injuries or death of persons (including a Grantor Indemnified Party's employees) and damage to property arising out of or in any way connected with (i) the use and enjoyment of the Easement Parcel and related facilities by Grantee, and all subsidiaries, related and affiliated companies and the officers, directors, agents, and employees, and their successors and assigns (the "Grantee Parties" or "Grantee Party", as the context may require), and the other rights granted hereunder by Grantor, its successors, assigns, agents, employees, officers, contractors, consultants, residents, vendors, and invitees, successors and assigns (collectively, the "Grantor Parties"), (ii) any breach of this Agreement by any of the Grantee Parties and (iii) any negligent acts, errors, omissions or willful misconduct of any of the Grantee Parties, while on the Easement Parcel and related facilities, unless caused by the grossly negligent or intentionally wrongful acts or omissions of a Grantor Indemnified Party, as the case may be.

12. **Insurance**. Grantee shall maintain general liability insurance for its acts and omissions under this Agreement.

13. **Injunctive Relief**. The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

14. **Relocation**. If Grantor's future use of the Easement Parcel reasonably requires a relocation of overhead power poles and facilities located therein, Grantee shall relocate the overhead power poles and facilities to a location on the Grantor's remaining lands reasonably selected by Grantor. The cost of such relocation shall be borne Grantee. Once the overhead power poles and facilities have been relocated: (a) the description of the Easement Parcel set forth herein shall be modified and amended to conform to the relocated easement, which amendment shall be evidenced by instrument executed by the parties and recorded in the Public Records of Orange County, Florida; and (b) Grantee shall abandon use of the original easement property.

15. **No Third Party Beneficiaries**. This Overhead Power Line Easement is granted only for the benefit of the Lockheed Parcel and is not intended for the use or benefit of any other real property, nor is it for the use or benefit of any person or entity other than those to whom Grantor has expressly permitted the use of the Easement Parcel. No consent to the modification, from time to time, or termination of the provisions of this Overhead Power Line Easement shall ever be required of any third party; nor shall any such third party have any right to enforce any of the provisions herein. Notwithstanding the preceding sentence, the parties hereto and their successors and assigns may permit the easement created hereunder to be used for its intended purpose.

16. **Attorneys' Fees**. In the event it shall be necessary for any party to this Agreement to bring suit to enforce any provisions hereof, the prevailing party shall be entitled to recover from the non-prevailing party or parties, in addition to any damages or other relief granted as a result of such suit, all costs and expenses of such suit and reasonable attorneys' fees as set by the court.

17. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Orange County, Florida. The parties agree that the Agreement was consummated in Orange County, and the site of the easements is in Orange County, Florida.

18. **Notice**. All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

Attn: City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, FL 32922

TO GRANTEE:
Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, Maryland 20817
Attention: General Counsel

or to such other address as such party shall have specified most recently by like Notice. The attorneys for the parties hereto are also hereby respectively authorized to give any Notice permitted under this Agreement. 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.

19. **Modification**. This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

20. **Entire Agreement**. This Easement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of Florida shall govern this Easement.

21. **Representations**. The undersigned representatives hereby represent and warrant that this Agreement has been dully authorized by their respective agencies and that the undersigned representative have the authority to execute this Agreement on behalf of their respective agencies.

[signatures to follow]

IN WITNESS WHEREOF, Cocoa and Lockheed have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

CITY OF COCOA, Florida,
a Florida Municipal Corporation

By:_____
_____, Mayor

_____
Signature of Witness

_____
Printed Name of Witness

By:_____
Carie Shealy, MMC, City Clerk

_____
Signature of Witness

Date:_____

_____
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by, _____ as the Mayor of the City of Cocoa, Florida, a Florida municipal corporation, on behalf of the corporation. He is personally known to me or produced a Florida Driver's License as identification.

My commission expires:

_____
Printed Name:_____
Notary Public, State of Florida at Large

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

James Damm

Printed Name of Witness

Signature of Witness

Michael Phelan

Printed Name of Witness

LOCKHEED MARTIN CORPORATION

BY: LMC PROPERTIES, INC., a Maryland corporation, Attorney-In-Fact Under Irrevocable Power of Attorney Effective April 4, 2016

By: _____
Name: Thomas M Green
Its: Sr. Manager, Real Estate

STATE OF Maryland
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 17th day of October 2018, by Thomas M Green, as Sr. Manager, Real E of LMC Properties, Inc., attorney-in-fact for Lockheed Martin Corporation, a Maryland Corporation. He/she is personally known to me or produced _____ as identification.

My commission expires: 12/22/2018

_____
Printed Name: PETRA-ANN R.H. LIVERPOOL
Notary Public, State of ~~Florida at Large~~ Maryland

PETRA-ANN R.H. LIVERPOOL
Notary Public
Howard County
Maryland
My Commission Expires Dec 22, 2018

EXHIBIT "A"
LOCKHEED PARCEL

LEGAL DESCRIPTION

PARCEL 1:

That portion of Section 14, Township 24 South, Range 32 East, lying south of the North 1295.17 feet of the South 1494.60 feet of the North ½ of Section 14, Township 24 South, Range 32 East, in Orange County, Florida,

LESS AND EXCEPT THE FOLLOWING PARCEL:

Beginning at a point on the West line of Section 14, Township 24 South, Range 32 East said point being 315.1 feet North of the Southwest corner of said Section 14, run thence North 208.71 feet thence East 258.71 feet thence South 208.71 feet thence West 258.71 feet to the point of Beginning,

PARCEL 2:

All of Sections 23, 24, 25, 26, 35 and 36, in Township 24 South, Range 32 East, in Orange County, Florida.

LESS AND EXCEPT:

Well Sites as described in Orders of Taking recorded in Official Records Book 4268, Page 1042 and in Official Records Book 4384, Page 1117, and referenced in Order in Official Records Book 4384, Page 1313 and in Official Records Book 4384, Page 1282, all of the Public Records of Orange County, Florida, being more particularly described as follows:

Well Site 38:

A fee simple estate in a parcel of land being a portion of the Northwest 1/4 of section 23, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said section 23, said corner being a recovered 3-1/2" X 3-1/4" concrete monument with a 1" diameter steel disk stamped "PBS&J, Inc. PLS-3906"; thence N.01°00'37"E. along the west line of the southwest 1/4 of said section 23 a distance of 2,649.56 feet to the west 1/4 corner of said section 23, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2" diameter aluminum disk stamped "PRM 22/23 890"; thence S.88°59'34"E. a distance of 100.00 feet; thence N.01°00'15"E. parallel with and 100.00 feet East of by perpendicular measurement from the West line of the Northwest 1/4 of said section 23 a distance of 699.78 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence continue N.01°00'15"E. parallel with said West line of the Northwest 1/4 of section 23 a

distance of 60.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.88°59'45"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.01°00'15"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Northwest 1/4 of section 23 a distance of 195.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.88°59'45"E. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.01°00'15"W. a distance of 450.00 feet to #5 X 18" long iron rebar with a surveyor's Identification cap stamped "PBS&J LB-24"; thence N.88°59'45"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification on cap stamped "PBS&J LB-24"; thence N.01°00'15"E. parallel with and 175.00 east of by perpendicular measurement from said West line of the Northwest 1/4 of section 23 a distance of 195.00 feet to a #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'45"W. a distance of 75.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.752 acres more or less.

Well Site 39:

A fee simple estate in a parcel of land being a portion of the Southwest 1/4 of section 23, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said section 23, said corner being a recovered 3-1/2" X 3-1/4" concrete monument with a 1" diameter steel disk stamped "PBS&J, Inc. PLS-3906"; thence N.01°00'37"E. along the west line of the southwest 1/4 of said section 23 a distance of 2,649.56 feet to the west 1/4 corner of said section 23, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2" diameter aluminum disk stamped "PRM 22/23 890"; thence S.88°59'34"E. a distance of 100.00 feet; thence S.01°00'37"W. parallel with and 100.00 feet East of by perpendicular measurement from the West line of the Southwest 1/4 of said section 23 a distance of 399.36 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence continue S.88°59'23"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.01°00'37"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Southeast 1/4 of section 23 a distance of 195.00 feet to a set #5 X 18 long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'23"E. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.01°00'37"W. a distance of 450.00 feet to a 5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'23"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.01°00'37"E. parallel with and 175.00 east of by perpendicular measurement from said West line of the Southwest of section 23 a distance of 195.00 a #5 x 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'23"W. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification stamped "PBS&J LB-24"; the N.01°00'37"E. parallel with and 100.00 feet east of perpendicular measurement from said West line of Southwest 1/4 of section 23 a distance of 60.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.752 acres of less.

Well Site 40:

A fee simple estate in a parcel of land being a portion of the Southwest 1/4 of section 23, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said section 23, said corner being a recovered 3-1/2" X 3-1/4" concrete monument with a 1" diameter steel disk stamped "PBS&J, Inc. PLS-3906"; thence N.01°00'37"E. along the west line of the Southwest 1/4 of said section 23 a distance of 2,649.56 feet to the west 1/4 corner of said section 23, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2" diameter aluminum disk stamped "PRM 22/23 890"; thence S.88°59'34"E. a distance of 100.00 feet; thence S.01°00'37"W. parallel with and 100.00 feet East of by perpendicular measurement from the West line of the Southwest 1/4 of said section 23 a distance of 1,724.19 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence continue S.88°59'23"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.01°00'37"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Southwest 1/4 of section 23 a distance of 195.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'23"E. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", thence S.01°00'37"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'23"W a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.01°00'37"E. parallel with and 175.00 east of by perpendicular measurement from said West line of the Southwest 1/4 of section 23 a distance of 195.00 feet to a #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.88°59'23"W. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; then N.01°00'37"E. parallel with and 100.00 feet east of by perpendicular measurement from said West line of the Southwest 1/4 of section 23 a distance of 60.00 feet returning to the POINT OF BEGINNING of said parcel, containing 4.752 acres more or less.

Well Site 41:

A fee simple estate in a parcel of land being a portion of the Northwest 1/4 of section 26, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said section 26, said corner being a recovered 3-1/2" X 3-1/4" concrete monument with a 2" diameter aluminum disk stamped "PRM 26/27 890"; thence N.00°39'06"E. along the West line of the Northwest 1/4 of said section 26 a distance of 2,649.27 feet to the Northwest corner of said section 26, said corner being a recovered 3-1/2" X 3-1/4" concrete monument with a 1" diameter steel disk stamped "PBS&J, Inc. PLS-3906"; thence S.89°10'08"E. a distance of 100.00 feet; thence S.00°39'06"W. parallel with and 100.00 feet East of by perpendicular measurement from the West line and the Northwest 1/4 of said section 26 a distance 300.36 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence S.89°20'54"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's

identification cap stamped "PBS&J LB-24"; thence N.00°39'06"E. parallel with and 175.00 feet East of by perpendicular measurement from said West line of the Northwest 1/4 of section 26 a distance of 195.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.89°20'54"E. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.00°39'06"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°20'54"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°39'06"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Northwest 1/4 of section 26 a distance of 195.00 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°20'54"W. a distance of 75.00 feet to a set #5 X 18 long iron rebar with a surveyors identification cap stamped "PBS&J LB-24"; thence N.00°39'06"E. parallel with and 100 feet East of by perpendicular measurement from said West line of the Northwest 1/4 of section 26 a distance of 60.00 feet returning to the POINT OF BEGINNING of said easement, containing 4.752 acres more or less.

Well Site 42:

A fee simple estate in a parcel of land being a portion of the Southwest 1/4 of section 26, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said section 26, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2" diameter aluminum disk stamped "26/27/34/35 890"; thence N.00°39'11"E. along the West line of the Southwest 1/4 of said section 26 distance of 2,649.15 feet to the West 1/4 corner of said section 26, said corner being a recovered 3-1/2" X 3-1/4" concrete monument with a 2" diameter aluminum disk stamped "PRM 26/27 890"; thence S.89°20'51"E. a distance of 100.00 feet; thence S.00°39'11" W. parallel with and 100.00 feet East of by perpendicular measurement from the West line of the Southwest 1/4 of said section 26 a distance of 630.72 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence S.89°20'49"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°39'11"E. parallel with and 175.00 feet East of by perpendicular measurement from said West line of the Southwest 1/4 of section 26 a distance of 195.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.89°20'49"E. a distance of 450.00 feet to a set #5 X 18 long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.00°39'06"W. a distance of 450.00 feet to a set #5 X 18' long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°20'49"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°39'11"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Southwest 1/4 of section 26 a distance of 195.00 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°20'49"W. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°39'11"E. parallel with and 100 feet East of by perpendicular measurement from said West line of the Southwest 1/4 of section 26 a distance of 60.00 feet returning to the POINT OF BEGINNING of said easement, containing 4.752 acres more or less.

Well Site 43:

A fee simple estate in a parcel of land being a portion of the Northwest 1/4 of section 35, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence the West 1/4 corner of said section 35, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2-1/4" diameter brass disk stamped "POST, BUCKLEY, SCHUH & JERNIGAN 3906"; thence N.00°20'33"E. along the West line of the Northwest 1/4 of said section 35 a distance of 2,649.42 feet to the Northwest corner of said section 35, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2" diameter aluminum disk stamped "26/27/34/35 890"; thence S.89°30'08"E. a distance of 100.00 feet; thence S.00°20'33"W. parallel with and 100.00 feet East of by perpendicular measurement from the West line of the Northwest 1/4 of said section 35 a distance of 334.93 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of the herein described parcel; thence S.89°39'27"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°20'33"E. parallel with and 175.00 feet East of by perpendicular measurement from said West line of the Northwest 1/4 of section 35 a distance of 195.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.89°39'27"E. a distance of 450.00 feet to a set #5 X'18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.00°20'33"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°39'27"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°20'33"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Northwest 1/4 of section 35 a distance of 195.00 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°39'27"W. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°20'33"E. parallel with and 100 feet East of by perpendicular measurement from said West line of the Northwest 1/4 of section 35 a distance of 60.00 feet returning to the POINT OF BEGINNING of said easement, containing 4.752 acres more or less.

Well Site 44:

A simple fee estate in a parcel of land being a portion of the Northwest 1/4 of section 35, Township 24 South, Range 32 East, Orange County, Florida, more particularly described as follows:

Commence at the West 1/4 corner of said section 35, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2-1/4" diameter brass disk stamped "POST, BUCKLEY, SCHUH & JERNIGAN 3906"; thence N.00°20'33"E. along the West line of the Northwest 1/4 of said section 35 a distance of 2,649.42 feet to the Northwest corner of said section 35, said corner being a recovered 3-1/2" X 3-1/2" concrete monument with a 2" diameter aluminum disk stamped "26/27/34/35 890"; thence S.89°30'08"E. a distance of 100.00 feet; thence S.00°20'33"W. parallel with and 100.00 feet East of by perpendicular measurement from the West line of the Northwest 1/4 of said section 35 a distance of 2,222.88 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24", being the POINT OF BEGINNING of

the herein described parcel; thence S.89°39'27"E. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°20'33"E. parallel with and 175.00 feet East of by perpendicular measurement from said West line of the Northwest 1/4 of section 35 a distance of 195.00 feet to a set #5 X 18' long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.89°39'27"E. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence S.00°20'33"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°39'27"W. a distance of 450.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°20'33"E. parallel with and 175.00 feet east of by perpendicular measurement from said West line of the Northwest 1/4 of section 35 a distance of 195.00 feet to a set of #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.89°39'27"W. a distance of 75.00 feet to a set #5 X 18" long iron rebar with a surveyor's identification cap stamped "PBS&J LB-24"; thence N.00°20'33"E. parallel with and 100.00 feet East of by perpendicular measurement from said West line of the Northwest 1/4 of section 35 a distance of 60.00 feet returning to the POINT OF BEGINNING of said easement, containing 4.752 acres more or less.

PARCEL 3:

A part of Sections 30 and 31, Township 24 South, Range 33 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 24 South, Range 33 East, thence North 00°43'37" East along the West line of Section 31, for 2317.98 feet to the Point of Beginning, thence continue North 00°43'37" East along the West line of Sections 30 and 31, for 6997.53 feet; thence South 33°12'57" East for 1354.36 feet, thence South 18°51'12" West for 1427.33 feet, thence South 61°50'52" East for 391.70 feet, thence South 44°02'25" East for 738.37 feet, thence South 07°37'35" West for 2391.53 feet, thence South 45°24'21" East for 794.94 feet, thence South 59°31'27" West for 1713.53 feet to the Point of Beginning.

PARCEL 4:

A part of Section 13, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Begin at the West 1/4 corner, Section 13, Township 24 South, Range 32 East, thence North 00°34'16" East along the West line of said Section 13, for 835.41 feet, thence South 87°55'50" East for 2564.91 feet, thence South 22°30'40" East for 3813.57 feet to the South line of Section 13; thence North 88°25'51" West along the South line of said Section 13, for 4129.64 feet to the Southwest corner of Section 13, thence North 02°04'16" East along the West line of Section 13, for 2668.91 feet to the Point of Beginning.

EXHIBIT "B'
COCOA PARCEL

LEGAL DESCRIPTION

A portion of Section 14, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 14 as shown on Certified Corner Record Number 85032; thence S 00'01'12" E along the East line of said Section 14 a distance of 1144.99 feet to the Point of Beginning, said point being on the North line of the South 1494.60 feet of the North 1/2 of said Section 14; thence continue S 00'01'12" E along said East line a distance of 1295.23 feet to a point on the South line of the North 1295.17 feet of the South 1494.60 feet of said North 1/2 of Section 14, said point being N 00'01'12" W 199.44 feet from the East 1/4 corner of said Section 14 as shown on Certified Corner Record Number 94814; thence S 89'24'43" W along said South line a distance of 5353.81 feet to a point on the West line of said Section 14, said point being N 00'12'0.3" E 199.45 feet from the West 1/4 corner of said Section 14 as shown on Certified Corner Record Number 85033; thence N 00'12'0.3" E along said West line a distance of 1295.29 feet to a point on said North line; thence S 89'24'43" E along said North line a distance of 5348.82 feet to the Point of Beginning.

EXHIBIT "C'
EASEMENT PARCEL

LEGAL DESCRIPTION

The West 50.00 feet of the following described property (the Cocoa Parcel):

A portion of Section 14, Township 24 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 14 as shown on Certified Corner Record Number 85032; thence S 00'01'12" E along the East line of said Section 14 a distance of 1144.99 feet to the Point of Beginning, said point being on the North line of the South 1494.60 feet of the North 1/2 of said Section 14; thence continue S 00'01'12" E along said East line a distance of 1295.23 feet to a point on the South line of the North 1295.17 feet of the South 1494.60 feet of said North 1/2 of Section 14, said point being N 00'01'12" W 199.44 feet from the East 1/4 corner of said Section 14 as shown on Certified Corner Record Number 94814; thence S 89'24'43" W along said South line a distance of 5353.81 feet to a point on the West line of said Section 14, said point being N 00'12'0.3" E 199.45 feet from the West 1/4 corner of said Section 14 as shown on Certified Corner Record Number 85033; thence N 00'12'0.3" E along said West line a distance of 1295.29 feet to a point on said North line; thence S 89'24'43" E along said North line a distance of 5348.82 feet to the Point of Beginning.

Legislation Details (With Text)

File #:	18-535	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	10/26/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Replacement Peerless Transfer Pump from Tom Evans Environmental, Inc., Lakeland, Florida, for the Dyal Water Treatment Plant. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution SS - Peerless Transfer Pump Quote SS Letter				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 26, 2018
Agenda Date: November 14, 2018
Prepared By: Shawn Weston, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Replacement Peerless Transfer Pump from Tom Evans Environmental, Inc., Lakeland, Florida, for the Dyal Water Treatment Plant

BACKGROUND:

The current Transfer pump was installed in the1970's and has had to be rebuilt on three different occasions. This is a direct replacement of a piece of equipment that has outlived its useful life.

Approximate rebuild for this item is estimated to cost $82,289. Due to age of the pump, the cost of the pump rebuild is more than half the replacement cost for a new pump and it is more cost effective to replace the pump rather than rebuild the pump. A new pump will also provide a warranty period along with increased reliability in the future.

The Dyal Water Treatment Plant has standardized its large pumps at the plant to Peerless for consistency in maintenance, repair parts and repairs.

Staff recommends waiving the competitive bidding to make a sole source purchase and approval of the purchase of this equipment.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$158,641.02
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Replacement Peerless Transfer Pump from Tom Evans Environmental, Inc., Lakeland, Florida, for the Dyal Water Treatment Plant.

RESOLUTION NO. 2018-104

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 14th day of November, 2018.

_____

ATTEST: HENRY U. PARRISH, III, MAYOR

_____

CARIE SHEALY, CMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2018-104

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of a replacement Peerless Transfer Pump from Evans Environmental Inc., Lakeland, Florida.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr., City Manager

PEERLESS PUMP®

Tom Evans Environmental, Inc.

3200 Flightline Drive, Suite 302, Lakeland, FL 33811
Paul Telesco
Phone (863) 619-3789
Fax (863) 619-8098

Customer : City of Cocoa
Dyal Water Plant
28400 State Road 520
Christmas, FL
32709

Contact : Tim Dyar
Phone : (321) 698-1707 **Fax :**
Date : Monday, October 22, 2018

Project : Dyal WTP- Transfer Pump- replace S/N 662744
Quote No. : US-4623-140 **Page No :** 1

TECHNICAL CHECK FAILURES

* PUMP SIZE IS OVER 26 INCH! Pricing is budgetary only and not valid for quoting prices to customer. Refer to the factory for valid pricing for quoting.
* Priming and Air Vortex Check

Item: 1

Model : Peerless Vertical - 36HH

Flow (US gpm)	Head (ft)	Eff. (%)	Power (hp)	Speed (RPM)
20833	40	85.6	251.9	585
Liquid	**Temp. (°F)**	**Sp. Gravity**	**Visc. (cSt)**	**Dia. (inch)**
Water	68	1.000	1.007	24.55

Summary Quotation:

Item No	Description	Weight (lb)	Qty
1	36HH, 1 Stage Bowl Assembly, Material Group A, CIE Bowl/Brz Imp Standard , Flanged Column 30/2.69, L6, Suction Bell, Flanged Discharge Bowl, OLS	0	1
2	Impeller, trimmed, surface finish Ra75, vane exit Std. Fig 4-0.125	0	1
3	Top Bowl	2800	1
4	Collar, Sand, lower and upper	0	2
5	Info: Stud material is Stainless Steel - Material Code 641	0	24
6	Info: Stud material is 316ss	0	24
7	Fastener, Bowl / Column, 316ss	0	24
8	Nut, Fastener, 316ss	0	48
9	Gasket, Bowl / Column	0	1
10	Dynamic Balanced Impeller	0	1
11	Charge for Polishing (Premium Efficiency)	0	1
12	Ring, Split, Impeller, Material 316ss	0	1
13	Key, Impeller, Material 316ss	0	1
14	Retainer, Split Ring, Material 316ss	0	1
15	Screw, Retainer, Split Ring, Material 316ss	0	2
16	Ring, Seal, Lateral	0	1
17	Case, Suction	940	1
18	Plug, Pipe (Suction)	0	1
19	Strainer, Basket, Material 316Lss	54	1
20	Shaft, Pump, D = 3.69 inch, step down to 2.69 inch, L = 54.8 inch, Keyed, Material 416ss	0	1
21	Coupling, Threaded, Shaft, 410ss	10	1
22	OLS Flanged column 30.0 inch / 2.69 inch shaft / 5ft bearing spacing, length base to bowl 153 inch , p-class 2	0	1
23	Pipe, column flanged 30.0 inch, bottom, length 60 inch, Material plain steel	730	1
24	Pipe, column flanged 30.0 inch, intermediate 1, length 60 inch, Material plain steel	730	1

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25	Pipe, column flanged 30.0 inch, top, code length 33 inch, Material plain steel	466	1
26	Taper Bottom Section Charge	0	1
27	Shaft critical speed analysis (provide min - max pump speed)	0	1
28	Shaft-Group of Column	0	1
29	Shaft, line, bottom, threaded , D = 2.69 inch, length 60 inch, Material 416ss	95	1
30	Shaft, line, intermediate 1, threaded , D = 2.69 inch, length 60 inch, Material 416ss	95	1
31	Shaft, line, top, threaded , <2-Piece-Top-Shaft>, D=2.69 inch, L=77.00 inch, Material 416ss	122	1
32	Bearing, Open Line Shaft	0	2
33	Screw, intermediate flange, Material 316ss	0	68
34	Nut, intermediate flange, Material 316ss	0	68
35	Oring, intermediate flange	0	2
36	Coupling, Threaded, Shaft, 410ss	20	2
37	Shaft, Line, Diameter 2.69 inch, Material 416ss	0	1
38	Shaft, Head (Top shaft for VHS motor), <2-Piece-Top-Shaft>, Assembly	0	1
39	Coupling, Shaft, Line, Top, Standard, Material 410ss	10	1
40	Shaft, Head, VHS motor, D=2.69 inch, L=9.00 inch, Mat. 416ss , RTF- NO MOTOR	14	1
41	Discharge head assembly 30x30x30.5FA, steel	0	1
42	Pump operates at Variable Speed	0	1
43	Head, Discharge 30x30x30.5FA, Motor Base Diameter BD= inch	2385	1
44	Discharge Flange 150 lb	320	1
45	INFO: Dimension C (discharge head shaft stick down) = 8.000 inches	0	1
46	Name Plate, Pump Data	0	1
47	Name Plate, pp Data Screws	0	4
48	Name Plate, Rotation Direction	0	1
49	Name Plate, Warning	0	1
50	Wedge, Leveling	0	4
51	Plug 1, Discharge Head	0	5
52	Plug 2, Discharge Head	0	1
53	Guard 1, Coupling	0	1
54	Guard 2, Coupling	0	1
55	Screw, Guard	0	8
56	Washer, Guard	0	8
57	Stud, Flanged Column - Fabricated Head, Material 316ss	0	34
58	Nut, Flanged Column - Fabricated Head, Material 316ss	0	34
59	Gasket, Top Segment, Flanged Column	0	1
60	Stuffing Box, Register 8.5, Assembly	0	1
61	Stuffing box	0	1

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Quote No. : US-4623-140 **Page No :** 3 **Date :** Monday, October 22, 2018

62	Gland, Stuffing box, Material 316ss	0	1
63	Stud, Seal Flange	0	4
64	Nut, Hex Seal Flange	0	4
65	Clamp, Gland	0	2
66	Packing	0	8
67	Gasket, Seal Chamber/Disch Head	0	1
68	Ring Top Seal	0	1
69	Stud, Seal Chamber	0	6
70	Nut, Hex Seal Chamber	0	6
71	Fitting grease	0	1
72	Plug, Square Head Pipe	0	1
73	Seal, Lantern	0	1
74	Plug, Countersunk Pipe	0	1
75	Coupling, Pipe	0	1
76	Nipple, Pipe	0	1
77	Plate, Sole, Material carbon steel 056	757	1
78	Bolt, Base / Sole Plate	0	8
79	Painting - Coating	0	1
80	Epoxy coating Class I of Discharge Head, Internal and External (add 2 weeks lead time to Head)	0	1
81	Epoxy coating Class I of column, Internal and External (add 2 weeks lead time to Column)	0	1
82	Epoxy coating Class I of bowl assembly, External (add 2 weeks lead time to bowls)	0	1
83	Laboratory Performance Test, non-witnessed (increases lead time of bowl assembly by 1 week!)	0	1
84	Tolerance Type: Hyd Inst 14.6 Unilateral 1U	0	1
85	Test Data Sheets	0	1
86	Curve Approval (customer approval prior shipping)	0	1
87	Test Units US	0	1
88	Shipping Condition: Pump ASSEMBLED	0	1
89	Factory Assembly at overall length of pump 30ft and less - actual length = 263 inch (= 21.920 ft)	0	1
90	Pump to duplicate performance and dimensions of S/N 662744. Exact materials may differ. (pt)	0	1
91	Line shafting is 2.44" O.D., not the 2.69" shown (pt)	0	1
92	Discharge head is 30x24x30.5FA, not 30x30x30.5 (pt)	0	1
93	Coating to be Tnemec FC20 Potapox and includes the inside of the suction bell (pt)	0	1
94	Stuffing box to be PACKED, no seal as in original (pt)	0	1
95	Cannot overload a 250HP motor except close to shutoff (pt)	0	1
96	Align to Matt Lory D/N Q# MAL090618-1 (ML)	0	1
97	Note: column is 24"flanged-not 30" (pt)	0	1
98	Start-up services- 1 day - 2 men (pt)	0	1

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Project : Dyal WTP- Transfer Pump- replace S/N 662744 **Phone :** (321) 698-1707 **Fax :**
Quote No. : US-4623-140 **Page No :** 4 **Date :** Monday, October 22, 2018

99	Freight-Roy (pt)	0	1
100	Chrome oxide hardened head shaft in packing box (ML)	0	1

Terms of Payment:

Shipment Terms (INCOTERM)	Prepay & Add to Invoice
Estimated Schedule (week[s]):	20
Net Weight Total (lb):	9548
Payment Terms:	Net 30 Days

Prices quoted subject to acceptance of the Company's Terms, Conditions, Warranty and our acceptance within 30 days from the date quoted herein.

Total ($): 158,641.02

Plus Applicable Taxes

BE>THINK>INNOVATE

GRUNDFOS

9/11/18

City of Cocoa
Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709
Attn: Mr. Burt Baird

Subject: Sole Source Municipal Representation- Grundfos/Peerless

Dear Mr. Dyar,

Please accept this letter as formal notification to the City of Cocoa that Tom Evans Environmental, Inc., by contract, is the sole Representative/Distributor for all Grundfos products in the municipal markets and for your account.

The statement above applies to ALL Grundfos product lines including, but not limited to, Yeomans, Chicago, Morris, Grundfos, PACO and Peerless Pumps. Please contact Tom Evans Environmental, Inc. for all your pumping needs which includes pumps, parts, factory remanufacturing and service.

Thank you for your consideration and continued support of Grundfos products. Please do not hesitate to call us if we may be of further service.

Respectfully Submitted,

Ashley Dirou

Ashley Dirou
Branch Manager- Sales Water Utility

GRUNDFOS CHICAGO
3905 Enterprise Court
Aurora, IL 60598-0620
Phone (630) 236-5500
Fax (630) 236-5511

Legislation Details (With Text)

File #:	18-537	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/26/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Approve Task Order 2019-95 with CH2M for FY2019 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects Effective October 1, 2018 through September 30, 2019; To Authorize the City Manager to Execute Task Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2019-95) CH2M-10-30-18) $671456 -- UT T.O. 2019-95 Proposal PM Operating Revenue (1) T.O. 2019-95 Labor Hour Breakdown				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 26, 2018
Agenda Date: November 14, 2018
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2019-95 with CH2M for FY2019 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects Effective October 1, 2018 through September 30, 2019; To Authorize the City Manager to Execute Task Order

BACKGROUND:

On November 11, 2008, City Council approved an agreement with CH2M Hill for Engineering Services for Water Supply, Treatment, Transmission and Distribution Projects to terminate on the fifth (5^{th}) anniversary of the effective date with the options to extend the period of performance for three (3) additional two-year renewals at the agreement of both parties.

On October 22, 2013, City Council approved the first amendment to purchase agreement for 24 additional months, at the same terms and conditions effective November 11, 2013 through November 10, 2015.

On November 10, 2015, City Council approved the second amendment to purchase agreement for 24 months, at the same terms and conditions effective November 11, 2015 through November 10, 2017.

On October 24, 2017, City Council approved the third and final amendment to purchase agreement for 24 months, at the same terms and conditions effective November 11, 2017 through November 10, 2019.

Task Order 2019-95 is divided into the following tasks:

- Task 1 - Program Management & Administration
- Task 2 - Program Design Management and Construction Project Support
- Task 3 - Technical and Regulatory Support
- Task 4 - Construction Inspection Services
- Task 5 - Utility Information Management Systems Support
- Task 6 - Dyal Water Treatment Plant Support
- Task 7 - Instrumentation and Control Systems Project Management Support
- Task 8 - Pipeline Condition Assessment Support
- Task 9 - Program Website

Staff reviewed Task Order 2019-95 and recommends approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$671,456
Account Number	421-4055-536.63-00, WS1221
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On September 13, 2011, City Council approved Task Order 2011-02 as a multi-year from FY2011 through FY2012 for Program Management Plan and Mobilization in the amount of $172,041 of which $26,388.20 was spent.

On January 24, 2012, City Council approved Task Order 2012-02 in the amount of $149,531 of which of which $82,339 was spent.

On September 25, 2012, City Council approved Task Order 2012-27 for a continued scope of Program Management Services in the amount of $1,217,396 of which $$976,857 was spent.

On September 24, 2013, City Council approved Task Order 2014-46 in the amount of $1,488,339.09

of which $1,482,238 was spent.

On September 23, 2014, City Council approved Task Order 2015-62 for Program Management Services in the amount of $2,069,567 of which $1,711,320 was spent.

On September 22, 2015, City Council approved Task Order 2016-69 for Program Management Services in the amount of $1,894,815 of which $1,305,437 has been spent.

On September 27, 2016, City Council approved Task Order 2017-79 for Program Management Services in the amount of $1,498,370 of which $1,341,180.59 has been spent as to date ($157,189.41 remaining).

On October 24, 2017, City Council approved Task Order 2018-87 for Program Management Services in the amount of $1,423,955 of which $1,154,869.99 has been spent as of to date ($269,085.01 remaining).

RECOMMENDED MOTION:

To Approve Task Order 2019-95 with CH2M for FY2019 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects Effective October 1, 2018 through September 30, 2019; To Authorize the City Manager to Execute Task Order.

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City of Cocoa
Task Order 2019-95

FY 2019 Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects

Objective

The purpose of this task order is to provide program management services, including program management/administration, design management, construction project support and public involvement services in support of Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects listed in Attachment A which are funded by the City's Fiscal Year 2019 (FY 2019) budget. This task order is intended to include the estimated level of effort to provide the above described services on a time basis compensation method for the period from October 1, 2018 through September 30, 2019. Services proposed by CH2M HILL Engineers, Inc. (CH2M HILL) in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Scope of Services

Task 1 – Program Management & Administration

Task 1.1 Program Management and Administration

1.1.1 Program Management and Oversight

Day-to-day activities, processes and procedures of CH2M HILL's Program Management Team (PMT) staff will be the responsibility of CH2M HILL's Program Manager, who will receive direction and input from the Cocoa Utilities Director. The following tasks, services, meetings and deliverables will be provided under this task:

- **Program Coordination Meeting** - The PMT will prepare for and attend a monthly coordination meeting with Cocoa Utilities to review program progress and discuss issues impacting program delivery.
- **Finance and Purchasing Coordination Meeting –** The PMT will coordinate a monthly meeting with Cocoa Utilities, City Finance, and City Purchasing Departments to address the status of pending CIP contract actions as well as any contracting issues impacting program delivery.
- **Monthly Progress Report (MPR) –** The PMT will produce a general CIP progress report each month suitable for an audience both internal and external to Cocoa Utilities to address Program progress and key issues.
- **Program Review/Update Meetings –** The PMT will coordinate with Cocoa Utilities to develop and schedule program update meetings as needed to periodically review

and/or update City staff stakeholders on CIP delivery status and progress. The PMT will provide briefing material and presentations (up to 4 anticipated) as needed.

1.1.2 FY2019 Validation and FY2020-2024 Capital Improvement Plan Update

As part of the 2018 Water Capital Plan Update, an annual process was developed that revalidated carry forward and new capital project costs and scope for the new fiscal year, and the current year projects are inputted into a cost-loaded schedule database for day to day management over the course of the new fiscal year. The second effort of this task is the re-validation of the following year's 5-year CIP, new project development, cost estimating, prioritization, funding analysis, and CIP database population/quality control. It is anticipated that the existing 2018 Capital Plan prioritization processes and weighting will be used for this FY2020 CIP update between December 2018 and March 2019. The outcome of the annual validation and CIP update tasks will include several deliverables as follows:

1. FY2019 budget adjustment based on re-validation results and FY2018 budget closeout activities. Execution will include close coordination with Utility and Finance Department in the development and processing of budget adjustments.
2. Updated program management plan focusing on execution requirements for FY2019 which includes a re-baselined CIP schedule.
3. Allocation of FY2018 program costs to individual projects for archival of the prior years costs.
4. Updated capital plan database for the FY2020-2024 time period, coordinated thru the City's Utility Department.
5. Summary report for the FY2020 updated CIP.

Task 1.2 Program Controls

General

The Program Control System (PCS) consists of schedule and cost control tools and processes integrated in a system that maintains current scope, cost and schedule status of the CIP projects.

1.2.1 Scheduling

The PCS will include a Master Program Schedule (MPS) developed, maintained and updated through the Project Manager Schedule Update Meetings. The initial MPS was prepared by CH2M HILL which included the validated capital projects and was expanded as part of the program management services task orders to include selected operating revenue funded projects.

The MPS will be re-baselined at the beginning of each new fiscal year as part of the annual validation process as described in Section 1.1.2 above. The MPS will be a cost-loaded schedule containing the CIP projects maintained at a level of detail sufficient for the PMT and Cocoa Utilities to track and manage CIP progress. The following meetings and deliverables will be provided under this task:

- MPS Report – Each month the PMT will distribute to each Cocoa Utilities Project Manager and Utilities Director the MPS for the projects listed in Attachment A for review.
- Project Manager (PM) Schedule Update Meeting - The schedule for each project in Attachment A will be updated monthly in the MPS during PM Schedule Update Meetings to show actual schedule progress as percent complete.

1.2.2 Cost Control

The PCS will include a CIP projects data base used by the PMT to manage key program data (e.g. scope, cost, contracts, changes, etc.), especially as it relates to project and program costs.

1.2.2.1 Cost Control Activities

The PMT will coordinate the monthly cost data transfer from the City's financial system into the CIP database, conduct quality control review of the data, resolve any discrepancies, and obtain any missing information. The financial details of project progress will be updated and available for review in the PCS. The PCS will also access relevant information to produce reports and other data essential to the management of the overall program. The PMT will maintain and report on key performance indicators (KPIs) as needed to monitor and manage CIP program delivery progress, and to aid the City and PMT in measuring delivery and financial performance. The PMT will produce KPI reports using the same methodology as previously developed and approved by Cocoa Utilities.

1.2.2.2 Change Management

The City of Cocoa prefers to not have a formalized change management process; therefore, the City and PMT will discuss potential or upcoming changes in capital projects in program status meetings and City project managers will alert CH2M HILL Program or Deputy Program Managers of scope, cost and schedule changes, so impacts can be thoroughly analyzed and documented.

1.2.3 Document Controls

Cocoa has selected to operate and maintain their own document control process by implementing a directory of capital projects on their server. The PMT will mimic this directory structure on CH2M HILL servers and will turn any pertinent documents over to Cocoa's document manager on a periodic basis. Each individual project manager will be responsible for tracking status of documents and utilizing document control procedures described in the program management plan.

Task 1 Deliverables

- Program Coordination Meeting (Monthly, or as otherwise directed by Cocoa Utilities)
- Purchasing Coordination Meeting (Monthly, or as otherwise directed by Cocoa Utilities)
- Project Manager Schedule Update Meeting (Monthly)

- Monthly CIP Financial Report (Monthly, or as otherwise directed by Cocoa Utilities)
- Master Program Schedule Update (Monthly)
- FY2019 budget adjustment recommendation
- Updated capital plan database , re-baselined schedule

Task 2 – Program Design Management and Construction Project Support

2.1 Design Program Management

This task is for overall management of the program design requirements and activities that correspond to the scope and time period of the projects being designed via this task order. This task includes day-to-day planning, staff management, project coordination, technical assistance and general consultant / contractor coordination and will be led by the Program Manager. Specific responsibilities include the following:

- **Program Planning –** Track status of design performance on CIP projects, assist with change management to design projects, analyze work distribution among the design consultants, and oversee assignment of design projects to consultants.
- **Design Consultant Team Oversight –** Oversee the performance of the design consulting firms under contract for the Program, review and provide feedback on their performance, assist with development of recovery plans to correct performance deficiencies.
- **Program Design Coordination & Administration –** Coordinate the efforts of the design management team with the City, program management and project controls, and participate in regular coordination meetings for individual projects and those identified in Attachment A, prepare analysis and documentation needed for the CIP, and assist with preparation of supporting materials for requests for financial grants/funding.
- **Meeting Participation** - Participation in Program Management meetings as described in 1.1.1.

2.2 Project Design Management and Construction Project Support

The Program Design Management Team (DM-T) will provide design project management, construction project support and technical assistance for the specific projects shown in Attachment B, or as otherwise directed by Cocoa Utilities. Cocoa Utilities staff and CH2M HILL will act together as the DM-T to deliver these projects. As discussed with Cocoa Utilities, responsibilities for these projects have been assigned to either Utilities staff or CH2M HILL. These assignments are identified in Attachment B and were utilized in estimating CH2M HILL's level of effort for Task 2.2 specifically.

As described below, activities are aligned with general program level design/construction management services and coordination as well as management of individual projects performed by engineering consultants or general contractors contracted with Cocoa. The DM-T will also provide project management support during construction projects.

Construction management and inspection services will be provided either by the design consultant, City staff or CH2M HILL as outlined in Attachment B.

Project Design Management

Design Contract Management

The DM-T will administer the design task order for each project or group of projects on behalf of the City and function as a liaison between the design consultant and the PMT, monitor progress and schedule, review quality, manage change and, in general, assure that the project is proceeding according to plan. The DM-T will coordinate closely with the City Project Manager during the execution of each project.

Project Definition

The DM-T will develop a Project Definition Memorandum containing the design criteria and requirements for the projects to be completed under a Task Order. The Project Definition Memorandum will be provided to the project design team. A Project Definition Memorandum will be prepared for each project or group of projects to be executed by the selected design consultant.

The DM-T will coordinate with the Cocoa Utilities staff to collect existing information on each project.

Task Order Review and Negotiation

The DM-T will work with the City to develop, review and negotiate consultant planning and design task orders for the projects identified under the program. Meetings will be held with the design consultants to discuss the project scope and purpose. The task order scope submitted by design consultants will be reviewed for compatibility with the design intent.

The task order scope negotiated with each design consultant will be submitted and reviewed by Cocoa Utilities and the DM-T. Upon DM-T acceptance of final task order scope, City staff will review and provide final approval before processing the Task Order.

Project Execution

The DM-T will work with the City during execution of the project to include progress and performance monitoring, communications with the design consultant, conduct kick-off meetings and engineering document review meetings, and progress status reporting. The DM-T will review meeting minutes and invoices submitted by the design consultants. The DM-T will provide limited assistance (e.g. routine coordination with surveyor contracted by City or design consultant for legal description, review of easement documentation for accuracy of project-related information only, etc.) with property acquisition tasks.

Quality Control

The DM-T will conduct quality control project reviews for the program projects. Reviews will be performed for design projects at 30, 60, 90 and 100% levels of completion and review meetings held with the design consultants. For reports and permit applications, reviews will be performed on the draft submittal. The technical responsibility of the design professional, to include ensuring the design performs as intended, will remain with the design consultants. The quality reviews will be for the purpose of compliance with design intent of the City and the Task Orders under which the designs were prepared.

Cost Estimating

Cost estimating support will be provided by the design consultants for DM-T review. The PMT will provide additional cost estimating services for capital projects when requested by City.

Project Management during Bidding and Construction Phase

This task includes DM-T responsibilities related to program bidding and construction activities including, but not limited to:

- Coordination with Utilities Engineering and Purchasing Department regarding preparation of bid packages and addendum coordination.
- Review and evaluation of bids. Scope does not include attendance by the DM-T at pre-bid, pre-award, or pre-construction meetings.
- Assistance in resolving issues with the design consultant's services during construction for submittal reviews, processing of requests for information, processing of change requests, and design of necessary changes during construction.
- Review progress on submittal review by the design consultant and contractor.
- Review of construction pay applications and schedule updates.
- Attendance at monthly construction meetings.
- Assistance with certification of completion for permits.
- Assistance with review of the as built drawings between the design consultant and Contractor.

Technical Assistance

CH2M HILL will provide technical assistance as identified in Attachment B when requested by the City to address any project issues.

Deliverables

The documents listed below will be reviewed and approved by Cocoa Utilities staff and stored in the document control system:

- Project definition memoranda
- Review comments of 30%, 60%, 90% and 100% design documents and draft reports and permit applications from design consultants
- Bid package preparation assistance including review of addenda
- Review of consultant invoices and contractor pay applications

Task 3-Technical and Regulatory Support

CH2M HILL will provide engineering and operational assistance in support of various technical and regulatory issues. Updates will be coordinated with Cocoa Utilities when regulatory issues/impacts to the CIP arise on topics including water resources, well field

operations and performance evaluation, drinking water treatment, water quality in the treatment and distribution systems, wastewater collection/treatment, water treatment/distribution, effluent management, permitting and numerical nutrient criteria. CH2M HILL will also attend regulatory meetings conducted by regulatory agencies, professional societies and Central Florida utilities when requested by Cocoa Utilities. An allowance of $68,351 has been provided under this task order. When the City requests technical or regulatory support, CH2M HILL will provide a scope and estimated level of effort for City review. The City will provide written authorization to CH2M HILL to proceed.

Task 4 – Construction Inspection Services

Cocoa has requested staff augmentation of their construction inspection team on an as-need basis for capital and treatment/storage/pumping related projects. An estimated 69 hours has been provided in this task order for construction related support.. When the City requests construction inspection services, construction management procedures and process development, or City staff training, CH2M HILL will provide a scope and estimated level of effort for City review. The City will provide written authorization to CH2M HILL to proceed.

The presence or duties of CH2M HILL's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M HILL or CH2M HILL's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Assumptions

The following assumptions were used to develop Task 4:

- No field office will be required for PMT construction inspectors. Staff will be housed in offices provided by the City. If field offices are required due to nature or location of project this will be provided by contractor as part of bid.
- Record drawings, based on as-builts from the Contractor, will be prepared by the design consultant.
- Any required certifications for completion will be prepared by the designated engineer of record which will be the firm or entity who prepared the design.

Deliverables

Construction inspection related deliverables associated with this task may include, but are not limited to;

- Daily inspection reports

- Materials testing reports and logs
- Pressure/bacteriological testing reports and logs
- Conversation records
- Review comments for contractor pay requests
- Review comments for contractor red-lined as-built drawings

The documents listed above will be reviewed and approved by Cocoa Utilities staff and stored in the document control system.

Task 5 Utility Information Management Systems Support

CH2M HILL will provide as-needed GIS and information management support services to the Utility. Types of support activities may include but is not be limited to; further development and implementation of best management practices, staff augmentation for GIS updates, development of a GIS strategic plan, support to field operations with implementation of INFO water and transfer of data to GIS, as well as development of communication tools and processes for use by the Utility. A total budget of 831 hours of support have been included for Task 5 and the PMT will keep the City appraised of any concerns on budget once the work plan is complete.

Task 6 Dyal Treatment Plant Support

CH2M HILL will provide capital and renewal and replacement (R&R) related project management, engineering and operations support to Dyal Treatment Plant managers. CH2M HILL will prepare for and attend an initial FY2019 work planning meeting with plant management staff and then develop a work plan and cost loaded schedule based on the outcome of the meeting. CH2M HILL will also provide project management and engineering support for tasks outlined in the work plan and work under the direction of plant management staff in implementing the identified activities for execution. The as-needed budget for Task 6 is based on 276 hours of project management and senior engineering support and 112 additional hours for technical support. The PMT will keep the City appraised of any concerns on budget once the work plan is complete.

CH2M HILL will also make available operations specialist support to aid in resolving operations and water quality issues at the plant and distribution system as well as implementation of any efficiency approaches identified in the 2018 Capital Plan. Operations Specialist support has been budgeted for a total of 278 hours in Task 6. A total budget of 666 hours of support have been included for Task 6.

Task 7 Instrumentation and Control Systems Project Management Support

CH2M HILL will provide onsite project management, engineering assistance, construction and inspection services, and material procurement services to support the SCADA and instrumentation/control systems in the Utility water system. CH2M HILL is currently working on a complete upgrade of the SCADA system; however, there are many challenges with keeping the older system running while the upgrade is being implemented. CH2M HILL will prepare for and attend an initial FY2019 work planning meeting with Dyal Maintenance Manager and then develop a work plan based on the outcome of the meeting. CH2M HILL will also provide project management and engineering support to tasks outlined in the work plan and work under the direction of Maintenance Manager in implementing the identified activities for execution. The as-needed budget for Task 7 is based on 16 hours per week of support by a mid-level engineer and a total of 64 hours for a senior engineer. CH2M HILL will keep City appraised of any concerns on budget once the work plan is complete.

Task 8 Program Website

Task 8.1 Baseline and Monthly Website Updates

Based on the validation results of Subtask 1.1.2, the existing Program Website will be updated with the new FY2019 baseline information and new projects added to the capital plan for FY2019. The site will be updated on a monthly basis based on the monthly schedule and cost data revisions, and updated key performance indicators (KPIs).

Task 8.2 As-Needed Maintenance and Enhancement Support

Typically websites like these will require additional programming support for enhancements and changes based on public feedback. An allowance of $638 has been allocated for a web developer to provide on-call troubleshooting or enhancement services upon request.

CH2M HILL will provide the hosting of the program website through a 3rd party hosting service.

Deliverables

- Updated project information for current website.

Additional Services

The following additional services may be provided by CH2M HILL upon authorization through an amendment to this Task Order by the City and agreement on compensation to CH2M HILL.

- Services related to development of the City's project financing and/or budget.

- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services related to provision of support related to City furnished equipment, materials, and supplies.
- Performance of materials testing, specialty testing and surveying services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other Acts of God.
- Services related to the City's operation and use of the completed project other than as specifically provided in the above scope of work.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims; provision of professional claims analysis services; participation in litigation.
- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
- Development, coordination or participation in partnering programs.
- Value engineering or similar value analysis studies.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City.
- Performing periodic labor evaluations and processing prevailing wage documentation.
- Construction Management and Inspection services required due to an increase to the number of construction days of the contract for construction on which services are provided.
- Any other services designated in this scope of services as additional services.
- The additional services task will only be utilized upon written authorization by the City of Cocoa.

Safety

CH2M HILL will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

CH2M HILL will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. CH2M HILL will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and

regulations, when such conditions expose CH2M HILL staff, or staff of CH2M HILL's subcontractors, to unsafe conditions.

CH2M HILL will notify affected personnel of any site conditions posing an imminent danger to them which the CH2M HILL observes.

CH2M HILL is not responsible for health or safety precautions of construction workers. The PMT is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Schedule

This Task Order covers the period from date of October 1, 2018 through September 30, 2019.

Subconsultants

Should the need arise to perform website maintenance or upgrades, CH2M may contract with a qualified web development subconsultant to have the services performed on a time and materials basis, as discussed in Task 8.2 above.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 Program Management and Administration	703	$66,899
TASK 2 Program Design and Construction Support	996	$153,157
TASK 3 Technical and Regulatory Support	450	$68,351
TASK 4 Construction Inspection Support	69	$7,027
TASK 5 Utility Information Management Support	831	$138,312
TASK 6 Dyal Treatment Plant Support	666	$95,243
TASK 7 I&C Systems Project Management Support	896	$128,362
TASK 8 Program Website	7	$1,105
EXPENSES & SUBCONSULTANTS	N/A	$13,000
Grand Total	**4,618**	**$671,456**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the PMT and the City.

Attachments

Attachment A –Operating Revenue Funded Projects List for Program Management Services

Attachment B – Operating Revenue Funded Project List with Assignment of Responsibilities

Attachment C – Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M HILL Engineers, Inc.
By _____	By _____
	Francois Didier Menard
Title _____	Title Vice President
Date _____	Date October 31, 2018

Attachment A

CIP/Utility Projects List for FY19 Program Management Services - October 31, 2018

PN	FY2019 Operating Revenue Funded Projects
WS1106	WS1106 Raw Water Well Rehabilitation (WS-19)
WS1222	WS1222 BNR Efficiency Plant Improvements
WS17CM	WS17CM CMMS Update and Electronic O&M Manual
WS18DW*	WS18DW Drinking Water System E&IC Reliability and Automation Improvements
WS19EP	WS19EP Groundwater Filter Effluent Pipe Connection (WS)
WS19FM	WS19FM Force Main Repair (WS)

**** CH2M HILL support for this project funded under separate task order***

Attachment B

CIP/Utility OR Funded Projects List for FY19 Program Management Services - October 31, 2018

PN	FY2018 Capital Projects	Phases for FY2019	Design Management	Bid/Construction Project Support	Construction Management/ Inspection	Technical Assistance
WS1106	WS1106 Raw Water Well Rehabilitation (WS-19)	Construction	City of Cocoa	City of Cocoa	City of Cocoa	CH2M HILL
WS1222	WS1222 BNR Efficiency Plant Improvements	Construction	City of Cocoa	City of Cocoa	CDM	CH2M HILL
WS17CM	WS17CM CMMS Update and Electronic O&M Manual	Implementation	City of Cocoa	Not Applicable	Not Applicable	CH2M HILL
WS18DW	WS18DW Drinking Water System E&IC Reliability and Automation Improvements	Design and Construction	City of Cocoa	CH2M HILL	CH2M HILL	CH2M HILL
WS19EP	WS19EP Groundwater Filter Effluent Pipe Connection (WS)	Planning & Design	City of Cocoa	Not Applicable	Not Applicable	CH2M HILL
WS19FM	WS19FM Force Main Repair (WS)	Construction	City of Cocoa	City of Cocoa	City of Cocoa	To Be Determined

**** CH2M HILL support for this project funded under separate task order***

Attachment C
CH2M HILL FY 2019 Per Diem Schedule

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

Notes:

1. Billing rates are for City designated Fiscal Year 2019, October 1, 2018 to September 30, 2019.

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

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

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

City of Cocoa FY2019 Program Management for OR Funded Projects
Task Order 2019-95 Labor Hour Breakdown - 10/30/2018

		Per Diem Schedule Description											
		Principal	Senior Reviewer/Consultant	Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid- Level Professional Engineer/Scientist/Consultant	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineeer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Office	Labor Hours	Labor Fee	
TASK #	**TASK NAME**	$199.17	$199.17	$199.17	$188.40	$166.44	$138.96	$120.84	$101.84	$69.99			**Notes**
1	**PROGRAM MANAGEMENT & ADMINISTRATION**												90% Bond, 10% OR
1.1	**Program Management and Administration**												
1.1.1	Program Management & Oversight			24	42	14					80	$15,023	
1.1.2	FY2017 Validation & CIP Update		4		5	8	8				25	$4,182	
1.2	**Program Controls**												
1.2.1	Scheduling				2		35				37	$5,240	
1.2.2	Cost Control						35				35	$4,864	
1.2.3	Document Controls									520	520	$36,395	
	QA / QC		6								6	$1,195	
									Task Subtotals		**703**	**$66,899**	
2	**PROGRAM DESIGN MANAGEMENT & CONSTRUCTION PROJECT SUPPORT**												100% OR
2.1	**Design Program Management**				278	220	220	278			996	$153,157	
2.2	**Project Design Management and Construction Project Support**										0	$0	
									Task Subtotals		**996**	**$153,157**	
3	**TECHNICAL & REGULATORY SUPPORT**												100% OR
	FY19 Support		16		53	173	69	139	**Task Subtotals**		**450**	**$68,351**	
4	**CONSTRUCTION INSPECTION SUPPORT**												50% Bond, 50% OR
	FY19 Support								69	**Subtotals**	**69**	**$7,027**	
5	**UTILITY INFORMATION MANAGEMENT SYSTEMS SUPPORT**												100% OR
5.1	GIS Support & Training					277					277	$46,104	
5.2	Database administration					277					277	$46,104	
5.3	GIS Strategic Planning					277					277	$46,104	
									Task Subtotals		**831**	**$138,313**	
6	**DYAL TREATMENT PLANT SUPPORT**												100% OR
	PM and Engineering Support			32	138	54	26	138			388	$61,649	
	O&M Support							278			278	$33,594	
									Task Subtotals		**666**	**$95,244**	
7	**INSTRUMENTATION AND CONTROL SYSTEMS PM SUPPORT**												100% OR
			64				832				896	$128,362	
									Task Subtotals		**896**	**$128,362**	
8	**PROGRAM WEBSITE**												90% Bond, 10% OR
	Website Updates				1		2				3	$466	
	As-Needed Maintenance & Enhancement Support					3	1				4	$638	
									Task Subtotals		**7**	**$1,105**	
									Labor Total		**4,618**	**$658,456**	
									Expenses			**$8,000**	
									Subcontracts			**$5,000**	
									Task Order Total			**$671,456**	

Legislation Details (With Text)

File #:	18-538	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/30/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Approve Task Order 2019-96 with CH2M for FY2019 Program Management Services for Cocoa Utilities 2018 Bond Funded Projects effective October 1, 2018 through September 30, 2019; To Authorize the City Manager to Execute Task Order; To Approve a Resolution Amending the FY2019 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2019-96) CH2M (10-30-18) $325116 -- UT T.O. 2019-96 Proposal PM FY19 Bond Projects T.O. 2019-96 Labor Hour Breakdown Budget Resolution FY2019 BAF 2019-017 -UT- Task Order 2019-96 (11-14-18)~ Agenda 18-538 - FY19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 30, 2018
Agenda Date: November 14, 2018
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2019-96 with CH2M for FY2019 Program Management Services for Cocoa Utilities 2018 Bond Funded Projects effective October 1, 2018 through September 30, 2019; To Authorize the City Manager to Execute Task Order; To Approve a Resolution Amending the FY2019 Budget

BACKGROUND:

On November 11, 2008, City Council approved an Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution Projects with CH2M. To implement the City of Cocoa Infrastructure Program, staff met with CH2M to develop a specific scope for Program Management (Task Order 2011-02) which was approved by Council on September 13, 2011.

Task Order 2019-96 is to provide program management services, including program management/administration, design management, construction project support and public involvement services in support of bond funded Cocoa Utilities Capital Improvement Plan (CIP) program projects listed in Attachment A which are funded by the City of Cocoa's Series 2018B Bond

Funds. Task Order 2019-96 is divided into the following Scope of Services:

- Task 1 - Program Management & Administration
- Task 2 - Program Design Management and Construction Project Support
- Task 3 - Technical and Regulatory Support
- Task 4 - Construction Inspection Services
- Task 5 - Utility Information Management Systems Support
- Task 6 - Dyal Water Treatment Plant Support
- Task 7 - Instrumentation and Control Systems Project Management Support
- Task 8 - Pipeline Condition Assessment Support
- Task 9 - Program Website

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects' scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the Project Manager and the City.

All services proposed in this task order are in accordance with the agreement. Task Order 2019-96 is attached to provide a detailed description of each task.

Staff reviewed Task Order 2019-96 and recommends approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
Project Transfer (BAF # 2019-17)	
From:	
Amount Requested	$325,116
Account Number	421-4055-536.63-00 WS1221
Account Name	Infrastructure
To:	
Amount Requested	$325,116
Account Number	421-4055-536.63-00 WS19BO Account Name
	Infrastructure

This Task Order is funded by Revenue, however the program management services will be for the Series 2018B bond projects and at the end of the fiscal year costs will be allocated to the individual projects.

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PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Task Order 2019-96 with CH2M for FY2019 Program Management Services for Cocoa Utilities 2018 Bond Funded Projects effective October 1, 2018 through September 30, 2019; To Authorize the City Manager to Execute Task Order; To Approve a Resolution Amending the FY2019 Budget.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6732337&GUID=144F292C-9CE8-423C-B7E5-A7CF6A7431F2* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa
Task Order 2019-96

FY 2019 Program Management Services for Cocoa Utilities Bond Funded CIP Projects

Objective

The purpose of this task order is to provide program management services, including program management/administration, design management, construction project support and public involvement services in support of bond funded Cocoa Utilities Capital Improvement Plan (CIP) program projects listed in Attachment A which are funded by the City's Fiscal Year 2019 (FY 2019) budget. This task order is intended to include the estimated level of effort to provide the above described services on a time basis compensation method for the period from October 1, 2018 through September 30, 2019. Services proposed by CH2M HILL Engineers, Inc. (CH2M HILL) in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Scope of Services

Task 1 – Program Management & Administration

Task 1.1 Program Management and Administration

1.1.1 Program Management and Oversight

Day-to-day activities, processes and procedures of CH2M HILL's Program Management Team (PMT) staff will be the responsibility of CH2M HILL's Program Manager, who will receive direction and input from the Cocoa Utilities Director. The following tasks, services, meetings and deliverables will be provided under this task:

- **Program Coordination Meeting** - The PMT will prepare for and attend a monthly coordination meeting with Cocoa Utilities to review program progress and discuss issues impacting program delivery.
- **Finance and Purchasing Coordination Meeting –** The PMT will coordinate a monthly meeting with Cocoa Utilities, City Finance, and City Purchasing Departments to address the status of pending CIP contract actions as well as any contracting issues impacting program delivery.
- **Monthly Progress Report (MPR) –** The PMT will produce a general CIP progress report each month suitable for an audience both internal and external to Cocoa Utilities to address Program progress and key issues.
- **Program Review/Update Meetings –** The PMT will coordinate with Cocoa Utilities to develop and schedule program update meetings as needed to periodically review

and/or update City staff stakeholders on CIP delivery status and progress. The PMT will provide briefing material and presentations (up to 4 anticipated) as needed.

1.1.2 FY2019 Validation and FY2020-2024 Capital Improvement Plan Update

As part of the 2018 Water Capital Plan Update, an annual process was developed that revalidated carry forward and new capital project costs and scope for the new fiscal year, and the current year projects are inputted into a cost-loaded schedule database for day to day management over the course of the new fiscal year. The second effort of this task is the re-validation of the following year's 5-year CIP, new project development, cost estimating, prioritization, funding analysis, and CIP database population/quality control. It is anticipated that the existing 2018 Capital Plan prioritization processes and weighting will be used for this FY2020 CIP update between December 2018 and March 2019. The outcome of the annual validation and CIP update tasks will include several deliverables as follows:

1. FY2019 budget adjustment based on re-validation results and FY2018 budget closeout activities. Execution will include close coordination with Utility and Finance Department in the development and processing of budget adjustments.
2. Updated program management plan focusing on execution requirements for FY2019 which includes a re-baselined CIP schedule.
3. Allocation of FY2018 program costs to individual projects for archival of the prior years costs.
4. Updated capital plan database for the FY2020-2024 time period, coordinated thru the City's Utility Department.
5. Summary report for the FY2020 updated CIP.

Task 1.2 Program Controls

General

The Program Control System (PCS) consists of schedule and cost control tools and processes integrated in a system that maintains current scope, cost and schedule status of the CIP projects.

1.2.1 Scheduling

The PCS will include a Master Program Schedule (MPS) developed, maintained and updated through the Project Manager Schedule Update Meetings. The initial MPS was prepared by CH2M HILL which included the validated bond funded capital projects and was expanded as part of the program management services task orders to include selected operating revenue funded projects.

The MPS will be re-baselined at the beginning of each new fiscal year as part of the annual validation process as described in Section 1.1.2 above. The MPS will be a cost-loaded schedule containing the CIP projects maintained at a level of detail sufficient for the PMT and Cocoa Utilities to track and manage CIP progress. The following meetings and deliverables will be provided under this task:

- MPS Report – Each month the PMT will distribute to each Cocoa Utilities Project Managers and Utilities Director the MPS for the projects listed in Attachment A for review.
- Project Manager (PM) Schedule Update Meeting - The schedule for each project in Attachment A will be updated monthly in the MPS during PM Schedule Update Meetings to show actual schedule progress as percent complete.

1.2.2 Cost Control

The PCS will include a CIP projects data base used by the PMT to manage key program data (e.g. scope, cost, contracts, changes, etc.), especially as it relates to project and program costs.

1.2.2.1 Cost Control Activities

The PMT will coordinate the monthly cost data transfer from the City's financial system into the CIP database, conduct quality control review of the data, resolve any discrepancies, and obtain any missing information. The financial details of project progress will be updated and available for review in the PCS. The PCS will also access relevant information to produce reports and other data essential to the management of the overall program. The PMT will maintain and report on key performance indicators (KPIs) as needed to monitor and manage CIP program delivery progress, and to aid the City and PMT in measuring delivery and financial performance. The PMT will produce KPI reports using the same methodology as previously developed and approved by Cocoa Utilities.

1.2.2.2 Change Management

The City of Cocoa prefers to not have a formalized change management process; therefore, the City and PMT will discuss potential or upcoming changes in capital projects in program status meetings and City project managers will alert CH2M HILL Program or Deputy Program Managers of scope, cost and schedule changes, so impacts can be thoroughly analyzed and documented.

1.2.3 Document Controls

Cocoa has selected to operate and maintain their own document control process by implementing a directory of capital projects on their server. The PMT will mimic this directory structure on CH2M HILL servers and will turn any pertinent documents over to Cocoa's document manager on a periodic basis. Each individual project manager will be responsible for tracking status of documents and utilizing document control procedures described in the program management plan.

Task 1 Deliverables

- Program Coordination Meeting (Monthly, or as otherwise directed by Cocoa Utilities)
- Purchasing Coordination Meeting (Monthly, or as otherwise directed by Cocoa Utilities)
- Project Manager Schedule Update Meeting (Monthly)

- Monthly CIP Financial Report (Monthly, or as otherwise directed by Cocoa Utilities)
- Master Program Schedule Update (Monthly)
- FY2019 budget adjustment recommendation
- Updated capital plan database , re-baselined schedule

Task 2 – Program Design Management and Construction Project Support – *Not Applicable for Bond Funded Projects this Fiscal Year*

Task 3-Technical and Regulatory Support – *Not Applicable for Bond Funded Projects this Fiscal Year*

Task 4 – Construction Inspection Services

Cocoa has requested staff augmentation of their construction inspection team on an as-need basis for capital and treatment/storage/pumping related projects. An estimated 70 hours has been provided in this task order for construction related support. When the City requests construction inspection services, construction management procedures and process development, or City staff training, CH2M HILL will provide a scope and estimated level of effort for City review. The City will provide written authorization to CH2M HILL to proceed.

The presence or duties of CH2M HILL's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M HILL or CH2M HILL's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Assumptions

The following assumptions were used to develop Task 4:

- No field office will be required for PMT construction inspectors. Staff will be housed in offices provided by the City. If field offices are required due to nature or location of project this will be provided by contractor as part of bid.
- Record drawings, based on as-builts from the Contractor, will be prepared by the design consultant.
- Any required certifications for completion will be prepared by the designated engineer of record which will be the firm or entity who prepared the design.

Deliverables

Construction inspection related deliverables associated with this task may include, but are not limited to;

- Daily inspection reports
- Materials testing reports and logs
- Pressure/bacteriological testing reports and logs
- Conversation records
- Review comments for contractor pay requests
- Review comments for contractor red-lined as-built drawings

The documents listed above will be reviewed and approved by Cocoa Utilities staff and stored in the document control system.

Task 5 Utility Information Management Systems Support – *Not Applicable for Bond Funded Projects this Fiscal Year*

Task 6 Dyal Treatment Plant Support – *Not Applicable for Bond Funded Projects this Fiscal Year*

Task 7 Instrumentation and Control Systems Project Management Support – *Not Applicable for Bond Funded Projects this Fiscal Year*

Task 8 Program Website

Task 8.1 Baseline and Monthly Website Updates

Based on the validation results of Subtask 1.1.2, the existing Program Website will be updated with the new FY2019 baseline information and new projects added to the capital plan for FY2019. The site will be updated on a monthly basis based on the monthly schedule and cost data revisions, and updated key performance indicators (KPIs).

Task 8.2 As-Needed Maintenance and Enhancement Support

Typically websites like these will require additional programming support for enhancements and changes based on public feedback. An allowance of $5,384 has been allocated for a web developer to provide on-call troubleshooting or enhancement services upon request.

CH2M HILL will provide the hosting of the program website through a 3rd party hosting service.

Deliverables

- Updated project information for current website

Additional Services

The following additional services may be provided by CH2M HILL upon authorization through an amendment to this Task Order by the City and agreement on compensation to CH2M HILL.

- Services related to development of the City's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services related to provision of support related to City furnished equipment, materials, and supplies.
- Performance of materials testing, specialty testing and surveying services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other Acts of God.
- Services related to the City's operation and use of the completed project other than as specifically provided in the above scope of work.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims; provision of professional claims analysis services; participation in litigation.
- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
- Development, coordination or participation in partnering programs.
- Value engineering or similar value analysis studies.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City.
- Performing periodic labor evaluations and processing prevailing wage documentation.
- Construction Management and Inspection services required due to an increase to the number of construction days of the contract for construction on which services are provided.
- Any other services designated in this scope of services as additional services.
- The additional services task will only be utilized upon written authorization by the City of Cocoa.

Safety

CH2M HILL will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

CH2M HILL will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. CH2M HILL will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose CH2M HILL staff, or staff of CH2M HILL's subcontractors, to unsafe conditions.

CH2M HILL will notify affected personnel of any site conditions posing an imminent danger to them which the CH2M HILL observes.

CH2M HILL is not responsible for health or safety precautions of construction workers. The PMT is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Schedule

This Task Order covers the period from date of October 1, 2018 through September 30, 2019.

Subconsultants

Should the need arise to perform website maintenance or upgrades, CH2M may contract with a qualified web development subconsultant to have the services performed on a time and materials basis, as discussed in Task 8.2 above.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 Program Management and Administration	1,951	$295,227
TASK 2 Program Design and Construction Support	0	$0
TASK 3 Technical and Regulatory Support	0	$0
TASK 4 Construction Inspection Support	70	$7,129
TASK 5 Utility Information Management Support	0	$0
TASK 6 Dyal Treatment Plant Support	0	$0
TASK 7 I&C Systems Project Management Support	0	$0
TASK 8 Program Website	63	$9,760
EXPENSES & SUBCONSULTANTS	N/A	$13,000
Grand Total	**2,084**	**$325,116**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the PMT and the City.

Attachments

Attachment A –Bond Projects List for Program Management Services

Attachment B –Bond Project List with Assignment of Responsibilities

Attachment C – Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M HILL Engineers, Inc.
By _____	By _____
	Francois Didier Menard
Title _____	Title Vice President
Date _____	Date October 31, 2018

Attachment A

CIP/Utility Projects List for FY19 Program Management Services -October 31, 2018

PN	FY2019 Bond Funded Projects
WS0501	WS0501 Raw Water Pipeline Improvements (WS-09)
WS0904	WS0904 Refurbish Sewer Lines
WS1201	WS1201 Water Pipeline Infrastructure Assessment & Replacement
WS1309	WS1309 SR520 WM Replacement
WS1404*	WS1404 Dyal Chemical Conversion & Reliability Improvements (WT-25, WT-50, WT-09)
WS1431	WS1431 Chase Hammock / Tropical Trail / Mocking Bird Lane Looping (DS-31& DS-33)
WS17MI	WS17MI Michigan Ave. Force Main
WS18AS*	WS18AS TCR ATS Replacement and TPS Control Panel *Combine with WS18DG*
WS18DP	WS18DP Dyal Groundwater WTP Reactor Clarifier No.1 Pipeline Replacement
WS18FB	WS18FB Fiske Boulevard Pipeline Improvements - Peachtree to Highland **JOINT PUBLIC WORKS**
WS18MI	WS18MI Pineda Causeway (DS-39) **Joint Agreement w/Melbourne**
WS18SW	WS18SW Dyal Surface Water Filters Canopy and Enclosure (WT-56)
WS19BB	WS19BB Backwash Basin filter repair (WS)
WS19CC	WS19CC Cape Canaveral Water Main Replacement (WS)
WS19FR	WS19FR Fitler 1-5 Rehab (WS)
WS19LR	WS19LR Cidco Tank Ladder Repairs (WS)

**** CH2M HILL support for this project funded under separate task order***

Attachment B

CIP/Utility Bond Funded Projects List for FY19 Program Management Services - October 31, 2018

PN	FY2018 Capital Projects	Phases for FY2019	Design Management	Bid/Construction Project Support	Construction Management/ Inspection	Technical Assistance
WS0501	WS0501 Raw Water Pipeline Improvements (WS-09)	Construction	City of Cocoa	City of Cocoa	To Be Determined	CH2M HILL
WS0904	WS0904 Refurbish Sewer Lines	Construction	City of Cocoa	City of Cocoa	City of Cocoa	CH2M HILL
WS1201	WS1201 Water Pipeline Infrastructure Assessment & Replacement	Planning	Not Applicable	Not Applicable	Not Applicable	CH2M HILL
WS1309	WS1309 SR520 WM Replacement	Bidding & Construction	City of Cocoa	Bussen Meyer	Bussen Meyer	Not Applicable
WS1404*	WS1404 Dyal Chemical Conversion & Reliability Improvements (WT-25, WT-50, WT-09)*	Design & Procurement	City of Cocoa	CH2M HILL	CH2M HILL	CH2M HILL
WS1431	WS1431 Chase Hammock / Tropical Trail / Mocking Bird Lane Looping (DS-31& DS-33)	Construction	City of Cocoa	City of Cocoa	CDM	To Be Determined
WS17MI	WS17MI Michigan Ave. Force Main	Construction	City of Cocoa	City of Cocoa	CDM	To Be Determined
WS18AS*	WS18AS TCR ATS Replacement and TPS Control Panel *Combine with WS18DG*	Construction	City of Cocoa	CH2M HILL	CH2M HILL	CH2M HILL
WS18DP	WS18DP Dyal Groundwater WTP Reactor Clarifier No.1 Pipeline Replacement	Construction	City of Cocoa	CH2M HILL	CH2M HILL	CH2M HILL
WS18FB	WS18FB Fiske Boulevard Pipeline Improvements - Peachtree to Highland **JOINT PUBLIC WORKS**	Construction	Not Applicable	City of Cocoa	City of Cocoa	CH2M HILL
WS18MI	WS18MI Pineda Causeway (DS-39) **Joint Agreement w/Melbourne**	Design	City of Cocoa	City of Cocoa	Riess Engineering	To Be Determined
WS18SW	WS18SW Dyal Surface Water Filters Canopy and Enclosure (WT-56)	Construction	City of Cocoa	City of Cocoa	City of Cocoa	CH2M HILL
WS19BB	WS19BB Backwash Basin filter repair (WS)	Planning, Design, Bid	City of Cocoa	City of Cocoa	To Be Determined	CH2M HILL
WS19CC	WS19CC Cape Canaveral Water Main Replacement (WS)	Planning, Design, Bid	City of Cocoa	City of Cocoa	Not Applicable	CH2M HILL
WS19FR	WS19FR Fitler 1-5 Rehab (WS)	Planning, Design, Bid,	City of Cocoa	CH2M HILL	CH2M HILL	CH2M HILL
WS19LR	WS19LR Cidco Tank Ladder Repairs (WS)	Bid, Construct	City of Cocoa	City of Cocoa	CH2M HILL	CH2M HILL

**** CH2M HILL support for this project funded under separate task order***

Attachment C
CH2M HILL FY 2019 Per Diem Schedule

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

Notes:

1. Billing rates are for City designated Fiscal Year 2019, October 1, 2018 to September 30, 2019.

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

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

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

City of Cocoa FY2019 Program Management for Bond Funded Projects
Task Order 2019-96 Labor Hour Breakdown - 10/30/2018

		Per Diem Schedule Description											
		Principal	Senior Reviewer/Consultant	Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid- Level Professional Engineer/Scientist/Consultant	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineeer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Office	Labor Hours	Labor Fee	
TASK #	**TASK NAME**	$199.17	$199.17	$199.17	$188.40	$166.44	$138.96	$120.84	$101.84	$69.99			**Notes**
1	**PROGRAM MANAGEMENT & ADMINISTRATION**												90% Bond, 10% OR
1.1	**Program Management and Administration**												
1.1.1	Program Management & Oversight			216	374	125					715	$134,287	
1.1.2	FY2017 Validation & CIP Update		36		48	72	72				228	$38,202	
1.2	**Program Controls**												
1.2.1	Scheduling				14		312				326	$45,993	
1.2.2	Cost Control						312				312	$43,356	
1.2.3	Document Controls									312	312	$21,837	
	QA / QC		58								58	$11,552	
										Task Subtotals	**1,951**	**$295,227**	
2	**PROGRAM DESIGN MANAGEMENT & CONSTRUCTION PROJECT SUPPORT**												100% OR
2.1	**Design Program Management**										0	$0	
2.2	**Project Design Management and Construction Project Support**										0	$0	
										Task Subtotals	**0**	**$0**	
3	**TECHNICAL & REGULATORY SUPPORT**												100% OR
	FY19Support									**Task Subtotals**	**0**	**$0**	
4	**CONSTRUCTION INSPECTION SUPPORT**												50% Bond, 50% OR
	FY19 Support								70	**k Subtotals**	**70**	**$7,129**	
5	**UTILITY INFORMATION MANAGEMENT SYSTEMS SUPPORT**												100% OR
5.1	GIS Support & Training					0					0	$0	
5.2	Database administration					0					0	$0	
5.3	GIS Strategic Planning					0					0	$0	
										Task Subtotals	**0**	**$0**	
6	**DYAL TREATMENT PLANT SUPPORT**												100% OR
	PM and Engineering Support										0	$0	
	O&M Support										0	$0	
										Task Subtotals	**0**	**$0**	
7	**INSTRUMENTATION AND CONTROL SYSTEMS PM SUPPORT**												100% OR
			0				0				0	$0	
										Task Subtotals	**0**	**$0**	
8	**PROGRAM WEBSITE**												90% Bond, 10% OR
	Website Updates				7		22				29	$4,376	
	As-Needed Maintenance & Enhancement Support					24	10				34	$5,384	
										Task Subtotals	**63**	**$9,760**	
										Labor Total	**2,084**	**$312,116**	
										Expenses		**$8,000**	
										Subcontracts		**$5,000**	
										Task Order Total		**$325,116**	

RESOLUTION NO. 2018-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 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 this 14th day of November, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 17

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 11/06/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 325,116)	421-4055-536.63-00	WS1221	Infrastructure	$ 23,508,649	$ 23,508,649	$ 23,183,533	$ 20,252,366
$ 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
($ 325,116)	TOTAL			$ 0	$ 0	$ 0	$ 0

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 325,116	421-4055-536.63-00	WS19BO	Infrastructure	$ 23,508,649	$ 23,183,533	$ 23,508,649	$ 20,577,482
$ 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
$ 325,116	TOTAL			$ 0	$ 0	$ 0	$ 0

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to provide budget for program management services, including program management / administration, design management, construction project support and public involvement services in support of funded Cocoa Utilities Capital Improvement Plan (CIP) program projects funded by the City's 2018 bond using project WS19BO. Agenda File ID 18-538

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/18 *RESOLUTION #:* 2018-106

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

11/6/18 Norma Hernandez (Digitally signed by Norma Hernandez)	11/7/18 Lea Taylor (Digitally signed by Lea Taylor Date: 2018.11.07 12:51:13 -05'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
11/6/18 John "Jack" Walsh (Digitally signed by John "Jack" Walsh)	11/7/18 Lora Howell (Digitally signed by Lora Howell Date: 2018.11.07 13:33:45 -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 10/3/18 - IT

Legislation Details (With Text)

File #:	18-545	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	10/31/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Approve the request to change the road closure time for the 2018 Annual Cocoa/Rockledge Holiday Tree Lighting and Parade on Saturday, December 8, 2018. (Leisure Services Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2018_RC_Council_Agenda				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2018
Agenda Date: November 14, 2018
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Assistant to the City Manager and Public Relations Specialist
Requested Action:
Approve the request to change the road closure time for the 2018 Annual Cocoa/Rockledge Holiday Tree Lighting and Parade on Saturday, December 8, 2018.

BACKGROUND:

Each year the City of Cocoa in conjunction with the City of Rockledge and the Brevard County Parks and Recreation Department host the Annual Holiday Parade and Tree Lighting. In the past, the street closure began at 4pm and ended at 8pm (a half day closure). However, this year, the request to move the closure time to 12pm-6pm (a full day closure) is being sought for Saturday, December 8, 2018. The parade will begin at 2pm as opposed to 4pm and the Annual Tree Lighting will commence immediately following the parade as it ends in Riverfront Park. The reasons for this change, are to increase community participation in both the parade and viewing from the curbside, and increase safety for both participants and bystanders as the parade moves along the streets of the southerly city limit through to the streets of Cocoa Village. The reason for the increase in closure time is due to the expected increase in parade participants and viewers from moving the parade to a daytime parade instead of an evening parade.

Below is the original request and attached to this agenda items is the most current list of road closures.

Cocoa Rockledge Holiday Parade and Tree Lighting, December, 8, 2018 (4:00 pm - 8:00 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 Days- Half Day

STRATEGIC PLAN CONNECTION:

The Approval of the road closure time change 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:

There is no budgetary impact. This is a request to change the time of the road closure from 4pm-8pm to 12pm-6pm on December 8, 2018.

PREVIOUS ACTION:

The road closure was approved previously on January 9, 2018

RECOMMENDED MOTION:

Approve the request to change the road closure time for the 2018 Annual Cocoa/Rockledge Holiday Tree Lighting and Parade on Saturday, December 8, 2018.

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
1/15/2018	Parade: Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	12pm-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	City Manager Approval Per Sec. 2-403 Article XI Special Events and Parades	0.00
2/17/2018	Cocoa Village Mardi Gras	8000	Cocoa Village	3pm-7pm	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		0.50
3/3-4/2018	HCVA Spring Craft Fair	10000-12000	Cocoa Village	2am-6pm	Brevard Ave: between SR 520 and Factory St. Oleander St: between Brevard Ave. and Municipal Parking Lot Harrison St: between Riveredge Blvd. and Brevard Ave. Church St: between Brevard Ave. and Delannoy Ave. Delannoy Ave: between Church St. and Harrison St.		2.00
3/30/2018	Village Idiot 5K Village Lost Their Idiot	500	Cocoa Village	Race Route Closure 5:00pm-10:00pm Harrison between Riveredge and Delannoy 5:00pm-11:59pm	Church St: between Riverside Dr. and east terminus of Church St. Riverside Dr: between Church St. and Oak St. Oak St: between Riverside Dr. and Brevard Ave. Brevard Ave: between Oak St. and Harrison St. Harrison St: between Brevard Ave. and Riveredge Blvd		1.00

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
4/21/2018	HCVA - Car Show	500	Cocoa Village		~~Brevard Ave: between SR 520 and Factory St.~~ Orange Ave: between Brevard Pl. and Brevard Ave. Harrison St: between Delannoy Ave. and Brevard Ave. Oleander St: between Brevard Ave. and Municipal Parking Lot		1.00
05/12-13/2018	HCVA Summer Craft Fair	10000-12000	Cocoa Village	2am-5pm	Brevard Ave: between SR 520 and Factory St. Oleander St: between Brevard Ave. and Municipal Parking Lot Harrison St: between Riveredge Blvd. and Brevard Ave. Church St: between Brevard Ave. and Delannoy Ave. Delannoy Ave: between Church St. and SR 520		2.00
~~9/15/2018~~	**2018 EVENT CANCELLED** ~~HCVA Car Show~~	~~500~~	~~Cocoa Village~~	~~10am-5pm~~	~~Brevard Ave: between SR 520 and Factory St.~~ ~~Orange Ave: between Brevard Pl. and Brevard Ave.~~ ~~Harrison St: between Delannoy Ave. and Brevard Ave.~~ ~~Oleander St: between Brevard Ave. and Municipal Parking Lot~~		0.00
Date	**Event**	**Expected Attendance**	**Location**	**Road Closure Time**	**Street Closures**	**Council Approval**	**Est. # of days for road closure**

9/22/2018	2018 Space Coast Walk to End Alzheimer's	800	Cocoa Village	6am-2pm	Riverfront Park to Church Street continuing to Riverside Drive Riverside Drive: Between Church St. and Derby St. Delannoy Avenue: Between Derby St. Harrison St. Harrison Street: Between Delannoy and Brevard Ave. Brevard Avenue: Between Harrison St. and Rosa L. Jones Blvd Rosa L. Jones Blvd To John Garren Ln John Garren Lane Between Rosa L. Jones and Orange Street Orange Street: Between John Garren Ln and Florida Ave. Florida Avenue: Between Orange Street and Stone St. Stone Street: Between Florida Ave and Brevard Ct. Brevard Court: Between Florida Ave and Orange St. Orange Street: Between Brevard Ct and Brevard Ave. Church Street: Between Brevard Ave and Delannoy St. Delannoy Avenue: Between Church Street and Harrison St. Harrison Street: Between Delannoy and Riversedge leading back into riverfront Park along the river.		1.00
Date	**Event**	**Expected Attendance**	**Location**	**Road Closure Time**	**Street Closures**	**Council Approval**	**Est. # of days for road closure**
10/13/2018	Upcycled Restoration Marketplace	5000 over a 3 day period	Upcycled Restoration Co.	8am-5pm	Rosa L Jones east of Florida Avenue between Upcycled Restoration Co/Jazzy's Styles Salon driveway to the Derby St. Traffic Circle stopping at the intersection of John Garren.		1

10/20-21/2018	HCVA Fall Craft Fair	10000-12000	Cocoa Village	2am-5pm	Brevard Ave: between SR 520 and Factory St. Oleander St: between Brevard Ave. and the Municipal Parking Lot Delannoy Ave: between Church St. and SR 520 Harrison St: Riveredge Dr. and Brevard Ave.		2.00
10/27/2018	City of Cocoa'sFall Festival in the Village	6,000	Cocoa Village and Riverfront Park	2pm-8pm	Harrison St: between Riveredge Blvd. and Brevard Ave. Delannoy St: between Church St. and SR 520 Church St: between Brevard Ave. and Delannoy Ave. Brevard Ave: between SR 520 and Church St.		1.00
10/28/2018	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:00-8:30am	Delannoy & Harrison		0.50
Date	**Event**	**Expected Attendance**	**Location**	**Road Closure Time**	**Street Closures**	**Council Approval**	**Est. # of days for road closure**
11/3/2018	Christ Central Church Fall Festival"	850	Cocoa, FL Michigan and Coquina	1pm-8pm	Coquina Drive: between Michigan Ave. and the easterly end of church property		Not in CBD

11/25/2018	Space Coast Foundation Marathon	5/18/1927	COCOA RFP and LWP	2am-1pm	**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. Turnong 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.		1.00
11/3/2018	FEDS Step up for Down Syndrome	800	Riverfront Park	7am-1pm	Church St: between Delannoy Ave. and Riverside Dr. Riverside Dr: between Church St. and Oak St. Rockledge will also be supporting this event.		1.00

12/1-1/2018	HCVA Holiday Craft Fair	9,000	Cocoa Village	2am-5pm	Brevard Ave: Between King St (SR520) and Factory Oleander St: Between Brevard Ave. and the Municipal Parking Lot Delannoy Ave: Between Church St. and King St (SR520) Harrison St: Between Riveredge and Brevard Ave.		2.00
12/8/2017	Cocoa/Rockledge Holiday Parade and Tree Lighting**	500	Rockledge/Cocoa Village	4pm-8pm	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.		1.00
	****City sponsored function**					**Total**	**17.00**

Legislation Details (With Text)

File #:	18-560	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/1/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	City Council direction regarding an agreement for Professional Services between the City of Cocoa and Alcalde & Fay, LTD. (CIty Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1_24_18 Agreement for Professional Services-executed.pdf Alcalde & Fay Packet.pdf 12_12_17 Journal.pdf 01-25-2005.pdf 09-03-2014.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 1, 2018
Agenda Date: November 14, 2018
Prepared By: Monica Arsenault, Assistant City Clerk
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
City Council direction regarding an agreement for Professional Services between the City of Cocoa and Alcalde & Fay, LTD.

BACKGROUND:

The City of Cocoa has utilized the services of Alcalde & Fay, LTD for various federal lobbying services since 2005. The City has had a long standing relationship with them and the current contract term concludes in December of 2018.

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

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

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

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

Federal agencies to implement the City's projects

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

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

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

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

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

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

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

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

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

In December 2017, the City Council agreed to continue the use of the professional services of Alcalde and Fay, LTD.

During the past year Alcalde & Fay have also provided advocacy regarding the newly implemented Opportunity Zone Program.

The current contract is set to expire in December, 2018. Staff is currently looking for direction from City Council if they would like staff to negotiate further terms.

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

Beginning in FY2005, the City engaged the services of Alcalde & Fay at an amount of $40,000 and beginning in FY2006 the amount was increased to $60,000 (plus de minimis administrative expenses); and due to budgetary constraints that amount was reduced to $48,000 in FY2014, and since FY2015 it was reduced and remained until FY2017 at $24,000 annually (plus de minimis administrative expenses). When the City Council decided to re-enter into an agreement with Alcalde and Fay, LTD., in FY18 the amount remained at $24,000 annually (plus de minimis administrative expenses). The FY19 adopted budget includes $25,000 for these services in 001-1600-513.31-00.

PREVIOUS ACTION:

At a Special City Council meeting held on September 3, 2014 it was a consensus of Council to budget $24,000 for the services of Alcalde & Fay. At the FY2018 Budget Priorities Workshop it was discussed with City Council and consensus was to terminate the contract at the end of FY2017. At the City Council meeting held on December 12, 2017, City Council decided to re-enter into an agreement with Alcalde and Fay, LTD., with the current contract set to expire on December 31, 2018.

RECOMMENDED MOTION:

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

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

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

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

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

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

PART I - SPECIFIC PROVISIONS

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

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

B. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall not exceed $2,000.00 per month. CONTRACTOR shall submit the monthly $2000.00 fee invoice at the first of each month, beginning on January 1, 2018. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a monthly basis. All travel expenses will be incurred only following written approval by the City Manager.

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

PART II - GENERAL PROVISIONS

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

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

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

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

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

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

E. TERM OF AGREEMENT: This Agreement shall become effective on January 1, 2018 and end on December 31, 2018, and may be terminated by either party with or without cause, upon 30 days written notice of termination delivered to the other party. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement. The parties may renew this Agreement in additional one (1) year increments by mutual written agreement.

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

G. PUBLIC RECORD: Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, CONTRACTOR agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of CONTRACTOR related, directly or indirectly,

to the services provided to the CITY under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CITY, may be deemed to be a public record, whether in the possession or control of the CITY or CONTRACTOR. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of CONTRACTOR are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CITY's designated custodian of public records.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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.

CONTRACTOR is required to and agrees to comply with public records laws. CONTRACTOR shall keep and maintain all public records required by the CITY to perform the services as agreed to herein. CONTRACTOR shall provide the CITY, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost, all public records in possession of the CONTRACTOR, provided the transfer is requested in writing by the City Clerk. Upon such transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, CONTRACTOR shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to 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 CONTRACTOR of the request and CONTRACTOR shall then provide such records to the CITY or allow the records to be inspected or copied within a reasonable time. If CONTRACTOR does not comply with a public records request, the CITY may enforce this Section to the extent permitted by law. CONTRACTOR acknowledges that if CONTRACTOR does not provide the public records to the CITY within a reasonable time, the CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes. CONTRACTOR acknowledges that if a civil action is filed against CONTRACTOR to compel production of public records relating to this Agreement, the court may assess and award against CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of CONTRACTOR, be open and freely exhibited to the CITY for the purpose of examination, audit, or otherwise. Failure by CONTRACTOR to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the CITY must enforce this Section, or the CITY suffers a third party award of attorney's fees and/or damages for

violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the CITY shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the CITY, for enforcing this Section against CONTRACTOR. And, if applicable, the CITY shall also be entitled to reimbursement of all attorneys' fees and damages which the CITY had to pay a third party because of CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the City of Cocoa. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

I. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, each party shall bear their own attorney's fees and costs. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Brevard County.

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

K. SOVEREIGN IMMUNITY. 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.

L. INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless the CITY, its officials, employees, and city attorneys from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of CONTRACTOR or any person employed by CONTRACTOR, or anyone whose acts CONTRACTOR may be liable, excepting those acts or omissions arising out of the sole negligence of the CITY.

M. CONFLICT OF INTEREST. Both the CITY and the CONTRACTOR shall use their best efforts to identify and notify each other of any potential conflicts of interests between the CITY and any other client of CONTRACTOR. The CONTRACTOR shall notify the CITY in writing of any new potential clients that may conflict with this Agreement during the term of this Agreement. Should a conflict of interest arise between the CONTRACTOR and any other potential client, the CITY may terminate this Agreement or request that the CONTRACTOR not contract with the potential client. The CONTRACTOR will not attempt to represent both the CITY and another client in any substantially related matter in which the representative of the other client has a material and actual adverse financial or legislative effect on the CITY.

N. MISCELLANEOUS. CONTRACTOR shall promptly observe and comply with applicable provisions of all federal, state, and local laws, rules and regulations which govern or apply to the

services rendered by the CONTRACTOR hereunder including, but not limited to, licensing and lobbying requirements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 23rd day of January, 2018

ATTEST:

CITY OF COCOA

By: _____
Henry U. Parrish III, Mayor

_____
Carie Shealy, MMC, City Clerk

WITNESSES:

_____

_____

ALCALDE AND FAY, LTD.

By: _____



Federal Lobbyist Services
City of Cocoa, Florida

ALCALDE & FAY

2111 Wilson Boulevard, 8th Floor
Arlington, Virginia 22201
(703) 841-0626

About Alcalde & Fay

Full service bipartisan government relations and public affairs firm

One of the oldest and largest firms in the Washington area
- ✓ 44 years of federal lobbying experience
- ✓ 80 public and private sector clients, including over 35 in Florida

30 partners and professional staff
- ✓ Former Member of Congress
- ✓ Former Executive Branch and Capitol Hill staff
- ✓ Media professionals, attorneys and industry leaders

Long-term client retention – 10, 15, 20, 25 years and first firm client over 44 years

Outstanding record of legislative, agency and federal funding success

COCOA CLIENT TEAM



Maurice J. Kurland, Partner and Team Manager

- Securing federal funding and legislative victories for municipalities and private sector entities nationwide
- Extensive experience in economic development and infrastructure, appropriations, grant opportunities, homeland security/FEMA (Federal Emergency Management Agency)



L.A. "Skip" Bafalis, Senior Partner

- Former five-term Member of Congress from the State of Florida from 1973-1983
- Served on the House Public Works Committee and was the Ranking Member of the Public Assistance and Unemployment Compensation Subcommittee



Jim Davenport, Partner

- Manages many of the firm's public clients on an array of issues including economic development, transportation, water and wastewater issues
- Works closely with Congress and officials from the Departments of Justice, Transportation, Housing and Urban Development, the Environmental Protection Agency, and Army Corps of Engineers

Established Relationships

Bipartisan Congressional Relationships

- Firm partners and personnel maintain close working relations with key legislators and staff on both sides of the aisle
- Solid working relationships with key chairmen, ranking members, and senior staff in both the House and Senate
- Four decades working with leadership and senior staff of many of the congressional committees of importance to Cocoa.

Executive Branch Relationships

- Long-term relationships extend well into the ranks of political appointees and senior career staff in most of the federal agencies.



City of Cocoa
Federal Legislative Program

Protect Federal Programs Important to Local Governments

- Community Development Block Grants (CDBG)
- Economic Development and Brownfield Planning Grants
- DOJ COPS Grants/FEMA Assistance to Firefighter Grants

Secure Federal Funding through Competitive Grants

- Application Development and Federal Support

Mitigate Issues before the Federal Government

- Permitting, Studies, Agency Approval, Expedited Assistance

Impact Legislation, Public Policy and/or Agency Rulemaking

- Legislation, Amendments, Regulations

Alcalde & Fay
Grant Writing Services

Alcalde & Fay's grant writing staff provides a broad range of federal grant services including:

- ✓ *Bi-weekly Grant Alert*
- ✓ *Customized Prospecting and Grant "Blueprints"*
- ✓ *Grant Writing and Application Development*
- ✓ *Grant Evaluation and Review*
- ✓ *Securing of Congressional Support for Grant Submissions*

ALCALDE & FAY
COCOA SUCCESSES

- **$600,000 reconstruction of Dixon Boulevard**
- **$400,000 extension of Industry Road**
- **$174,850 FEMA Assistance to Firefighters Grant Program for advanced life support cardiac monitor/defibrillator equipment.**
- **$37,299 Energy Efficient Retrofit Project under Florida Agriculture & Consumer Services grant – total project w/match - $75,000**
- **$400,000 EPA Brownfields Assessment for hazardous substances and for petroleum**

Total: $1,612,149

ANTICIPATED KEY ISSUES AND OPPORTUNITIES 115TH CONGRESS – 2ND SESSION - 2018

With Congress having attempted health care reform, and tax reform pending, the Administration and Congress are expected to turn their attention to the following key areas of importance to municipalities:

- ✓ ***Trillion dollar "Transportation and Infrastructure" bill***
- ✓ ***Supplemental disaster assistance and pre-disaster mitigation***
- ✓ ***National Flood Insurance Program reauthorization***
- ✓ ***Enhanced law enforcement and homeland security***
- ✓ ***Economic and Community Development***

What Others Have Said about Us

"Washington's Biggest Bats in the Transportation Lineup"

-Center for Public Integrity

"The Dean of Lobbyists for Florida Communities"

-Florida Trend Magazine

"Top 10 Lobby Firms in Washington"

-Influence Magazine

ALCALDE & FAY
2111 WILSON BOULEVARD, 8TH FLOOR
ARLINGTON, VIRGINIA 22201
MAURICE KURLAND, PARTNER
(703) 841-0626
KURLAND@ALCALDE-FAY.COM





JOURNAL

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

December 12, 2017

I. OPENING MATTERS:

- Mayor Parrish called the meeting to order at 6:13 p.m.

II. APPROVAL OF AGENDA AND MINUTES:

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

- **The Agenda for the Regular meeting of December 12, 2017 was approved as presented and the Minutes for the Special meeting of November 14, 2017 and the Regular meeting of November 14, 2017 were approved as written.**

III. AWARDS AND PRESENTATIONS:

- **None.**

IV. DELEGATIONS:

- **No formal actions were taken under Delegations. Speakers were: Bob Harvey, Cocoa resident; Reverend Johnnie Dennis, Cocoa resident; Lawrence Sinclair, Cocoa resident; Aleck Greenwood, Cocoa resident;**

V. CONSENT AGENDA:

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

- **Approved.**

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

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

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

    - **Approved.**

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

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

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

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

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

    - **Approved. Task Order and Resolutions to be executed and distributed as necessary.**

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

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

VI. PUBLIC HEARINGS:

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

   - **Ordinance No. 12-2017 approved on first reading.**

VII. COUNCIL BUSINESS:

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

   - **Approved renewal of contract.**

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

   - **Disapproved.**

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

   - **Approved. Correspondence to be handled through the City Clerk's office.**

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

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

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

   - **<u>Appointments for 2018 are as follows:</u>**

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

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

   - **Approved. Agreement to be executed and distributed as necessary.**

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

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

VIII. CITY BUSINESS:

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

   - **Approved. Resolution to be executed and sent to the Brevard County Clerk of Courts for recording. Re-Plat to be signed and recorded.**

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

    - **Approved. Task Order, Resolution, and Budget Amendments to be executed and distributed as necessary.**

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

    - **Approved.**

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

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

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

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

MULTI-YEAR CONTRACTS:

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

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

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

   - **Approved. Agreement to be executed and distributed as necessary.**

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

   - **Approved. Contract to be executed and distributed as necessary.**

IX. INFORMATIONAL AGENDA:

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

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

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

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

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

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

X. REPORTS:

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

XI. ADJOURNMENT.

- **The Regular meeting of December 12, 2017 adjourned at 8:13 p.m.**

City of Cocoa

Office of the City Manager
603 Brevard Avenue
Cocoa, FL 32922
Phone: (321) 639-7550
Facsimile: (321) 639-7575

CITY COUNCIL AGENDA ITEM

MEMO DATE: January 18, 2005
AGENDA DATE: January 25, 2005
PREPARED BY: Ric Holt, City Manager

REQUESTED ACTION:

Approve Resolution #2005-10 waiving the competitive bidding process, by reason of sole source, for procurement of the federal lobbying services of Alcalde & Fay on behalf of the City of Cocoa, and Resolution #2005-11 amending the budget for FY2005.

BACKGROUND:

Over the past several years, governmental entities have seen their funding sources shrink. The City of Cocoa has been no exception. With a reduction in state-shared revenues, interest income and unexpected, unplanned mandates, the City's resources have dwindled. In addition, half of the housing stock in the City is valued at less than $50,000.

However, a lack of funding does not mean that projects or improvements do not need to be made. In particular, the city's utility system requires constant improvements. Considering the importance of the utility system to the city it is crucial that the appropriate improvements be made.

One potential way to obtain funding is through legislative appropriations. Congress typically approves appropriation bills that provide discretionary spending allocations for its federal programs. Alcalde & Fay specializes in using these bills as an opportunity to earmark funds directly to local governments for specific purposes.

City Management is proposing that the City of Cocoa procure the services of Alcalde & Fay to pursue funding on our behalf. The department heads have submitted lists to Alcalde & Fay for their review. They are currently in the process of reviewing the list to determine which projects should be pursued.

City proposes to secure their services via sole source justification due to the following reasons:

1) Time: The delegation prefers to get all requests no later than March 1st. This requires time to prepare letters on behalf of the City, get them signed, etc. In order for a community's projects to be considered, the letters should be submitted prior to February 18, 2005. This simply does not provide enough time for a competitive process.
2) Qualified Firm Identified: Alcalde & Fay possesses over 30 years of experience. Even more important, the individuals that would be assigned to our City have extensive and unique experience. In particular, Skip Bafalis is former legislator from Florida and has over 20 years of experience working on behalf of public clients. Please see attachment for complete description of the firm, the firm's proposed "Cocoa" team and samples of success.

Per the City's Purchasing Policy Manual, Section 14 provides City Council with the authority, by majority vote, to waive the provisions of competitive bidding when it is in the best interests of the City.

Alcalde & Fay operates via a monthly retainer which may be discontinued at any time if the City was not satisfied with their services. City Management is proposing that the City pursues 6 month time period and then bring back before Council for review.

BUDGETARY IMPACT:

1) Budgeted Item?: No
2) Account Number: 001-1600-513.39-00
3) Current Account Balance: $82,100
4) Requested Amount: $15,300
5) Remaining Balance: $66,800

1) Budgeted Item?: No
2) Account Number: 421-4010-536.39-00
3) Current Account Balance: $2,899,951
4) Requested Amount: $ 15,300
5) Remaining Balance: $2,884,651

PREVIOUS ACTION:

None.

REVIEWED BY:

This agenda items has been reviewed by all parties listed below.

Reviewed by City Manager: 1/18/05
Ric Holt

Reviewed by Finance Director: 1/18/05
Walter E. Mack

Reviewed by Utilities Director: 1/18/05
Carl Larrabee

Reviewed by Purchasing Manager: 1/18/05
Hank Rowan

RECOMMENDED MOTION:

Approve Resolution #2005-10 waiving the competitive bidding process, by reason of sole source, for procurement of the federal lobbying services of Alcalde & Fay on behalf of the City of Cocoa, and Resolution #2005-11 amending the budget for FY2005.

About the Firm

Alcalde & Fay is a government and public affairs firm with offices in Arlington, Virginia and Washington, DC. For 30 years, Alcalde & Fay has successfully managed issues and represented varied clientele before the United States Congress and the executive branch. The firm has built a distinguished reputation for effective public policy representation on behalf of numerous municipal governments, as well as a myriad of corporations including those in the transportation, environmental, communications, home-building, health care, energy and defense industries.

Since its establishment, the firm has grown to more than 60 personnel who reflect a rich diversity in both background and expertise. The partners of Alcalde & Fay include former Members of Congress, senior staff from Capitol Hill, and presidential appointees. Also included are partners and associates with backgrounds in public relations, journalism, marketing and law.

Alcalde & Fay is privileged to provide services to more than 120 clients, many of which have economic development and infrastructure needs. On their behalf, we work diligently to secure legislative appropriations and federal grants and to affect broad national policy.

Drawing on the expertise of former Members of Congress and Congressional staffs, we are able to provide effective advocacy on behalf of clients with Congress, regulatory agencies, the White House and various executive agencies. Over the years, we have worked closely with many members of Congress, several of whom have now reached positions of seniority and leadership. These relationships combined with our understanding and experience in the process by which public policy decisions are made in Washington, enables us to present our client's agenda to influential people at the most opportune time.

Based upon Alcalde & Fay's experience and accomplishments, we have been successful in recommending innovative strategies to assure the achievement of our clients' federal initiatives. Our firm combines past experience, knowledge of the federal legislative and administrative processes, and reputation among legislators and staff, with hard work, creativity and professionalism to achieve success on behalf of our clients.

The best documentation of our effectiveness is the longevity we maintain with our clients. We are proud that we continue to represent several clients that retained our services over two decades ago.

Our Approach to Service

Identifying Opportunities and Pursuing Legislative Appropriations

Alcalde & Fay is well prepared to provide a full spectrum of federal governmental relations services for the City of Cocoa. Upon commencement of our contract, we would immediately begin to work toward establishing a federal legislative agenda for the City to present to Congress. We would perform a timely reconnaissance of the issues to establish the following: (1) a candid appraisal of the potential for success for each specific objective; (2) the best means for accomplishing your goals and objectives; and (3) any challenges we might encounter in seeking federal funding for your projects.

This appraisal will enable us, in cooperation with the City, to prioritize projects for the City's federal legislative agenda. Further, we would strategize the potential availability of federal funding for each of your designated projects and prioritize them accordingly. After determining potential federal funding opportunities to support the City's objectives, we will prepare suggested draft letters to the pertinent appropriations subcommittees. Following this effort, we will schedule meetings with the subcommittee chairmen, ranking members, and senior staff.

Traditionally, Congress approves 13 appropriations bills that provide discretionary spending allocations for most federal programs. Many of these bills allow opportunities for earmarking funds directly to local governments for specific purposes. At Alcalde & Fay, we have utilized these bills as vehicles for accomplishing the goals of many of our clients. As a result, we are familiar with those senior Congressional Members and staff who can best assist with meeting these objectives.

Occasionally, we advise public entities to testify before the Appropriations Committee to explain the necessity of their project. We will work with you to draft the required testimony. More importantly, we will be in continuous contact with pertinent committee staff to ascertain how to best present the proposal and effectively meet their expectations and policy objectives. We will be available to answer any questions and address any concerns that you or the committee staff may have throughout the process.

We are also accustomed to representing our clients in meetings with Members of Congress, agency officials and senior staff. Ideally, it is helpful for City officials to participate in these meetings. Prior to the meeting, we would prepare a one-page fact sheet with highlights of the issue that articulate the City's position in a brief, succinct manner.

Authorizing Legislation

In addition to the appropriations cycle, specific policies or projects can be secured through authorizing legislation. All federal programs must be authorized by Congress, and reauthorization bills are generally offered every two to six years. The process for securing legislative language is similar to the appropriations process. The primary distinction is that authorization bills provide the additional opportunity to shape and change federal policy. For example, when local governments discover their needs do not fit federal eligibility requirements and/or its priorities, the authorization process allows an opportunity to modify the law to satisfy a community's needs.

Identifying and Pursuing Federal Grants

Concurrent with our efforts to secure line item legislative appropriations, we monitor federal grant opportunities in each of the federal departments. Independent of the congressional earmarking process, we will assist you in identifying grant opportunities and securing funding through these grants. We will research programs at various agencies to determine whether specific programs support your activities, and then work to develop congressional support for the applicant to participate in the designated programs.

Advocacy for our clients involves routine contact with agency and congressional staff. Our long-term relationships with career staff will prove beneficial to the City and enable it to more aggressively pursue federal funding. As new programs are made known to us, we will bring these initiatives to the attention of the City staff. Advance notification of an upcoming grant solicitation is important in providing a head start in developing the application.

Formulating Public Policy

Our public clients will generally be interested in securing specific funding earmarks; however, we also know how important it is to understand the impact of pending federal legislation. If chosen to represent the City, we would monitor pertinent pieces of federal legislation and inform the City of significant legislative developments as they occur. We are prepared to promote passage of any legislation of particular interest to the City and work to affect any final bill to assure your maximum benefit.

Proposed Client Team

To ensure effective representation on behalf of our clients, we have found it useful to take a team approach. As with any good organization, our greatest strength, and your best assurance of our successful service on behalf of the City, resides in the team that we would assemble to represent your interests in Washington. Client teams are comprised of individuals selected from among the firm's partners and associates to complement the various issue areas of significance to the proposed entity. The proposed client team for the City of Cocoa is ***Skip Bafalis, Jim Davenport and Maurice Kurland.***

Although different members of the client team may take the lead on various projects, each of the team members would be knowledgeable about the City's issues. The objectives of the City would be paired with the skills and experience of the firm's partners and associates to maximize the likelihood of success in implementing your federal legislative agenda. Through our representation, you will have the assurance that the "main contact" for the client team will always provide timely and appropriate attention to the goals of the City. In addition, a client team member familiar with your issues and our activities on your behalf will always be available.

The following are resumes of the Proposed Client Team for the City of Cocoa. The resumes provide a description of their qualifications, credentials and relevant experience. Each of these individuals has substantial experience in representing public bodies in Washington.

Skip Bafalis

A former five-term Congressman from Florida, L. A. "Skip" Bafalis has a background that includes business and government representation. He began his political career in Palm Beach County with election in 1964 to the Florida House of Representatives and then served in the Florida Senate for two terms. He was the Republican nominee for Governor of Florida in 1982.

Elected to Congress from Florida in 1972, Mr. Bafalis first was assigned to the Public Works Committee, now the Committee on Transportation and Infrastructure. He then moved to the Ways and Means Committee. An active member of the Trade Subcommittee and the Ranking member of the Public Assistance and Unemployment Compensation Subcommittee, he became known for his expertise in trade and tax matters and authored and managed passage of wide-ranging estate and gift tax legislation.

Mr. Bafalis has been lobbying in Washington for 20 years, and has extensive experience working on behalf of public clients, particularly

those in Florida. His portfolio includes representation of four counties in Florida, and many cities including Treasure Island. He maintains close working relationships with Members of the House and Senate, many whom are former colleagues.

After Mr. Bafalis left Congress, he was associated with the law firm of Shapo, Freeman and Freedman and later was an executive vice president of a Washington government affairs firm. He served in the U.S. Army during the Korean War with the rank of Captain and has also been an investment banker, a real estate developer and active in numerous civic organizations.

He holds a bachelor's degree from St. Anselm's College in Manchester, New Hampshire. His alma mater has honored him with its "Alumni Award of Merit" for his contributions to the school and to the nation.

Jim Davenport

Jim Davenport, Partner, manages many of the firm's public clients from Florida on a wide array of issues including economic development, transportation, education, environmental issues, and criminal justice. In this role, he works closely with pertinent Members of Congress, the Department of Transportation, the Environmental Protection Agency, the Corps of Engineers, the Department of Housing and Urban Development, the Department of Commerce and many other Federal agencies.

Mr. Davenport has been responsible for securing millions of dollars in congressional earmarks for local governments in Florida ranging from bridges, roads, beaches and waterways to water and sewer systems, senior centers, homeless shelters, and technology for law enforcement personnel. He is an experienced tactician in navigating the congressional appropriations process and the federal agencies to obtain funding and legislative language on behalf of his public body clients. His diligence has led to a significant return on their investment in these services.

Mr. Davenport has been active in government and public affairs for over nine years. Prior to joining Alcalde & Fay, he served as Legislative Assistant in the office of the late Congressman Gerald B. Solomon of New York where he worked on a broad range of issues including economic development and transportation. He also served as an associate for Wehner & York, LLP, handling election law.

Mr. Davenport graduated cum laude from St. Lawrence University in New York with a bachelor's degree in government. He obtained a law

degree from The Catholic University of America in Washington, DC and is licensed to practice law in the State of Maryland.

Maurice Kurland

Maurice Kurland, Associate, is experienced in economic development issues, and served as a senior legislative assistant for Congressman Silvestre Reyes (D-TX).

A native of El Paso, Texas, he served for nearly six years as an assistant district attorney in El Paso, where he conducted over 60 felony jury trials. In 1997, utilizing his legal background he joined the legislative staff of Congressman Silvestre Reyes (D-TX). While there, he worked on a broad range of issues which include those mentioned above, and also energy, criminal justice, labor, housing, and small business. Since joining Alcalde & Fay, Mr. Kurland has applied his business, legal, and political background on behalf of those public clients with issues relating to economic development and infrastructure.

He received a bachelor's of business administration degree, cum laude in accounting from the University of Texas in Austin and a juris doctor from Washington University in St. Louis, Missouri. Mr. Kurland is licensed to practice law in the State of Texas, and is a Board Certified Attorney in Criminal Law.

Fee Proposal

For the scope of services described herein, we propose a monthly retainer of $5,000. This monthly retainer is exclusive of out-of-pocket expenses for services such as telephone tolls, copying, messenger service, parking, transportation, and postage, which are billed at the actual cost expended. We would not anticipate the average costs to exceed $100 per month.

Other partners and associates of Alcalde & Fay may be utilized on an as-needed basis, to complement the efforts of our City of Cocoa client team when such efforts would benefit the client. There will be no additional charge for such work.

Samples of Successes

At Alcalde & Fay, we have a demonstrated history of effective representation on behalf of our public and private sector clientele. A partial record of our public client successes are highlighted below.

Alger County, Michigan

Obtained a congressional directive to fund water and sewer system improvements.

Alonzo Mourning Charities, Florida

$300,000 for the Overtown Youth Center.

American Maglev Technology, Virginia

$2 million for the Maglev Deployment Project on the campus of Old Dominion University.

Art of Leadership Foundation, Michigan

$175,000 for curriculum development and training.

Bay County, Florida

$8.25 million to construct US 98/Thomas Drive Interchange.

$500,000 for development of the Dear Point Reservoir.

$250,000 to dredge the Panama City Harbor.

$3.75 million for an Intelligent Transportation System.

$800,000 for maintenance on the East Pass Open.

$706, 000 for the deepening of Panama City Harbor.

$50,000 for the operation and maintenance of Panama City Harbor.

$1 million for the Grand Lagoon Bridge.

City of Boca Raton, Florida

Extended federal participation in beach renourishment project for up to 50 years.

$5.8 million for construction of project to renourish beach over two years.

$500,000 for city traffic calming.

$500,000 for beach renourishment.

$900,000 for a water treatment plant.

$490,000 for a Reverse Osmosis Water Treatment Facility.

$200,000 reimbursement for the preparation of a Designee Memorandum for Central Beach.

$450,000 for the Pearl City Master Plan.

Secured a Special Temporary Authorization from the Federal Communications Commission for continued use of the City's police, fire and rescue wireless services, relieving the City of large fines while the City finished its application materials.

Secured language for the specific designation for the Contract Tower Program.

Cargill, Florida

$7.5 million for the Alafia Channel.

Chippewa County, Michigan

$1 million for the Chippewa County Airport's new terminal.

City of Clearwater, Florida

$3.5 million to assist the City's implementation of an Intelligent Transportation System (ITS).

$1.4 million for the development of a regional stormwater retention facility.

$22 million for construction of the City's Memorial Causeway Bridge.

$5 million after acquiring authorization for the Stevenson Creek Estuary Restoration Program.

$750,000 to assist in the purchase of police communications equipment.

$700,000 for law enforcement technologies.

$1 million for neighborhood policing initiative.

$692,000 for the City's "Beach by Design" Initiative.

$1.35 million for water and wastewater infrastructure improvements.

Contra Costa County, California

$2 million for operations and maintenance work at Pinole Shoal San Pablo Bay Mare Island.

$2.5 million in construction funding for the San Francisco to Channel Deepening (Avon Turning Basin) and salinity study.

$8.98 million for the Suisan Bay Channel.

$250,000 for a Countywide Integrated Justice program.

Council of Michigan Foundation, Michigan

Secured language in the reauthorization of the Elementary and Secondary Education Act, under the Expanded Character Education Program, to include philanthropy for the Council of Michigan Foundation.

City of Dallas, Texas

$10 million for a flood control project. Also secured language requiring construction to begin, overriding the opposition of the Office of Management and Budget.

$8 million for construction of Woodall Rogers Bridge.

$1.925 million for construction of I-35 Trinity River Bridge.

$2.8 for the Upper Trinity River Basin Study.

$9.58 million for the Dallas Floodway Extension Study.

$1.75 million for the I-30 Bridge.

$5 million for the Trinity Bridges.

$9.74 million for Dallas Floodway Extension construction.

City of Deerfield Beach, Florida

Successfully challenged the 1996 Census increasing the population to over 50,000, enabling the City to become eligible for federal funding for which they were not previously considered.

$450,000 Universal Hiring Program grant from the Department of Justice.

$490,000 for Mitigation Operation Center.

$1.5 million for the Dixie Highway Flyover Bridge.

$800,000 for the preparation of a General Reevaluation Report for Beach Segment 1.

$224,834 in grant funding for equipment for the City's fire department from the U.S. Fire Administration.

Edward Waters College, Florida

$225,000 for technology and communications upgrades.

$1 million for an Electronic Engineering Technology Program.

$500,000 for library enhancements, technology and telecommunications upgrades.

Fairfax County Water Authority, Virginia

$600,000 for a feasibility study of the Stony River Dam in West Virginia.

$1.61 million for infrastructure and physical security enhancements.

Florida A&M University, FL

$1.4 million for Future Affordable Multi-Utility (FAMU) Materials for the Army Combat System.

$2 million for the Biological Control and Agricultural Research Program.

Received language directing FEMA to work with the State University System to fund the Hurricane Mitigation Project.

Florida Inland Navigation District, Florida

$8 million for the operation and maintenance of the Atlantic Intracoastal Waterway in Florida.

Obtained approval from the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act to allow for maintenance dredging in the Intracoastal Waterway in a CRRA unit.

Glendale Community College, California

$500,000 for equipment and technology upgrades for the Cimmarusti Science Center.

Golden Gate Bridge, Highway and Transportation District, California

Secured policy revision to permit nonfederal monies spent on seismic retrofit of bridge work to count against local share of any federal funds utilized in future. This provision was critically needed to allow retrofit work to commence.

Worked with Department of Transportation/Washington headquarters to overturn decision made in region and so allow transportation monies to be used for rail restoration of immediate importance to freight railroad.

$79 million through legislative earmarks and/or the Secretary's discretionary program for seismic retrofit of Golden Gate Bridge.

$3.34 million in unbudgeted funding for the Army Corps of Engineers to dredge a ferry channel.

$10.75 million for seismic retrofit project.

$500,000 for the Golden Gate Bridge Ferry Berth Facility.

Grand Valley State University, Michigan

$750,000 for the development of a Teacher Academy.

$250,000 for the Michigan Alternative and Renewable Energy Center (MAREC).

Hillsborough County, Florida

$37 million for widening and safety improvements to I-4.

$2.2 million for farm worker housing.

Doubled the size ($75 million to $156 million) of federal AIDS-HIV Housing program, with County enjoying commensurate increase in its apportionment.

$1 million earmarking for community-based multi-use AIDS-HIV housing.

$6 million startup for Tampa Bay Regional Rail Project.

$681,000 for Justice Department Weed & Seed grant.

Assisted in making ornamental tropical fish eligible for federal disaster insurance.

Assisted in obtaining an appropriation of $950,000 in capital funding for an ornamental tropical fish research center located in the County. Also helped secure enactment of an amendment declaring ornamental tropical fish research a high-priority item as part of the agriculture research bill.

$100,000 in unbudgeted funds for initial planning of a water reuse project.

$500,000 authorization to fund wetlands research/exhibit at museum.

$614,000 in funding for the Ruskin Tropical Aquaculture facility.

Assisted in securing language that directed the Corps of Engineers to deposit dredged sand on Egmont Key.

$1.7 million for moving materials to Egmont Key.

$1 million for an Army Corps of Engineers study to investigate the feasibility of federal improvements to the shoreline in Egmont Key.

$198,000 for Ruskin Laboratory research.

$485,000 for water and wastewater infrastructure improvements .

$1 million for a new start highway improvement project.

City of Hobbs, New Mexico

$700,000 for water mains for the Hobbs Industrial Park (HIAP).

$100,000 for road infrastructure for HIAP.

Houston Independent School District, Texas

$1 million for the School District's youth violence prevention initiative.

Worked to secure $500,000 appropriation for improving the School District's technology infrastructure.

Secured language in both the House and Senate Labor, Health and Human Services and Education Appropriations bill urging the Secretary to give consideration to school districts like HISD with "aggressive plans to utilize education technology."

Successfully directed an effort to obtain an exemption from H1-B visa filing fees for elementary and secondary institutions.

$680,000 to provide advanced telecommunications systems for district schools.

Jacksonville International Airport, Florida

Worked with officials in the Federal Aviation Administration to secure a $2.2 million discretionary grant for runway improvements.

Worked to secure designation of the Jacksonville Airport within the FAA's Military Airport Program. This makes the airport eligible for grants for capital improvements for a five-year period.

Received report language directing the FAA to fund a new taxiway.

Jacksonville Port Authority, Florida

$20 million over three years for a special highway demonstration project.

Secured direct appropriations without a corresponding authorization expedited the project by at least two years.

$7 million for I-295/Duval road interchange improvements.

$9.5 million for access road to Talleyrand Seaport.

Secured preliminary funding for the deepening of the St. John's shipping channel to a depth of 41 feet.

Through our work with the US Customs Service and the Trade Subcommittee of the House Ways and Means Committee, our firm was successful in designating additional customs inspectors to the Port of Jacksonville.

We have secured legislation authorizing the Corps of Engineers to widen the Blount Island Turning Basin.

Made improvements to the Mill Cove Channel a Federal responsibility, and secured $4 million for the project.

$750,000 earmark to assist with expanding the docking area at Talleyrand.

$3 million for construction of dredge disposal site at Bartram Island.

Secured authorization for deepening of Jacksonville Harbor.

$1 million for new start construction for Jacksonville Harbor.

$5.3 million for the dredging of the Jacksonville Harbor.

$300,000 for the general cleanup of the Talleyrand dock and for the building of a cruise ship terminal.

Received language authorizing a new Army Corps of Engineers study.

Lake County, California

$250,000 for investigation and planning of a marsh restoration project.

Secured provision authorizing no-cost transfer of 773 acres of Coast Guard property to the County, allowing reconveyance of land after five years.

$150,000 for an aquatic plant control system.

Lake County, Florida

Obtained a congressional directive to fund the County's drinking water study.

City of Lake Mary, Florida

$100,000 for the downtown development improvement plan.

City of Las Vegas, Nevada

$5 million for the Sahara Avenue/I-15 interchange.

$2.5 million to conduct a feasibility study on building a 40 - mile mag-lev train from Las Vegas to the state border.

$44.87 million for various transportation infrastructure projects.

$575, 000 allocation for intelligent transportation systems.

Successfully secured $450,000 from Congress for combating Methamphetamine labs.

Assisted Nevada delegation in securing $155 million through the TEA-21 for the Las Vegas corridor fixed guideway system.

$2 million to upgrade mobile and in-vehicle computers.

$750,000 for downtown development initiatives.

Las Vegas Convention Authority

$56.25 million to widen and improve interchanges on I-15 in Nevada and California.

Lea County, New Mexico

$1.2 million for the design and engineering of Route 128.

$350,000 for a new detention center.

Liquidmetal Technologies Inc., Florida

$3.4 million for Liquidmetal Alloy-Tungsten (LA-T) Armor Piercing Ammunition.

$1 million for a corrosion study for the U.S. Air Force.

$4.2 million for the DARPA Kinetic Projectile for the U.S. Army.

City of Maitland, Florida

$240,000 for a Senior Citizens Center.

$1 million for a traffic mitigation project at US 17-92/Horatio Avenue.

$200,000 for law enforcement technology upgrades.

Marin County, California

$2.5 million to remove abandoned dry-docks which represented a hazard to navigation.

Authorization of $15.1 million to acquire freight rail right of ways which are suitable for conversion to passenger use.

$12 million interest free federal loan to purchase additional right of way and changed program criteria to make this project eligible.

Authorization for North Bay Commuter Rail Project.

$4 million to expand a national recreation area.

$5.75 million for an HOV gap closure project.

$1 million for 80 units of housing for the low-income elderly.

Assisted in securing modest grant for acquisition of computer equipment for police department.

$1.95 million for construction of flood control project.

$1.257 million for Lagoon Ecosystem Restoration project.

$750,000 to reconstruct the Tennessee Valley Bridge, a bicycle/pedestrian project.

$350,000 for development of a cultural and community center in the Marin City region of the County.

$963,000 to study high incidence of breast cancer.

$50,000 for Safe Routes to Schools.

Secured authorizing language for a boundary adjustment to expand a national park facility.

$1.175 million to purchase property for expansion of a national park facility.

$325,000 to assist with an airport runway extension.

$500,000 in Administration discretionary funds to assist with innovative bridge construction in a landslide-prone area.

$910,000 to help establish shuttle service in congested roads accessing a national park area.

$6.5 million in unbudgeted funds for Army Corps wetlands restoration project.

$1.5 million for ecosystem restoration study.

Secured authorization for the Army Corps to conduct a watershed management study.

$250,000 for a community and cultural center.

$1 million for a park access project.

$650,000 for reconstruction of a pump station that was not included in the President's budget.

$100,000 for Sudden Oak Death research.

$2 million in Emerging Plant Pest funding for Sudden Oak Death.

$400,000 for the Bolinas Lagoon study.

$225,000 for Corte Madera Creek construction.

$2.1 million for the Marin Parklands/Muir Woods Visitor Access Center.

$425,000 for the Tomales Bay Wastewater Treatment Project.

$250,000 for the Santa Venetia Flood Control Project.

$500,000 secured from the Federal Highway Administration's Innovative Bridge Research and Construction Program for the construction of a new bridge.

Mendocino County, California

Received soft earmarks for Laytonville Wastewater Treatment.

Received soft earmark for the Round Valley Airport.

Received soft earmark for Cave Creek.

$200,000 for the Coyote Dam study.

$175,000 for Land Acquisition at Little River Airport.

$400,000 for Mill Creek Road.

Metropolitan Dade County Seaport Department, Florida

$23 million for the completion of high-span bridge connecting downtown Miami to the seaport.

$300,000 for a General Reevaluation Report (GRR) to study further channel improvements.

$15 million for reimbursement to the Seaport Department for dredging work already completed at the Seaport's expense.

$3.9 million for specific environmental mitigation work which has already been accomplished at the Seaport's expense.

400,000 for the Biscayne Bay Feasibility Study.

$25 million for East-West Rail Corridor.

$5 million for the North Rail Corridor.

$9.5 million for buses and bus facility.

$8 million for construction of Miami-Palmetto Metrorail.

Enabled U.S. Customs Service to continue to use the surplus in the customs user fee account to fund up to 50 inspector positions.

$10.889 million for the Miami Harbor Dredging Project.

Assisted in establishment of the McKinney/Homestead homeless facility with funding under the Defense Base Closure Act.

Assisted in identifying unspent HUD dollars which were targeted for rescission by Congress and ensured that the dollars were obligated so that the County did not lose them.

Successfully struck rescission provision that would have reduced Port of Miami Tunnel funding by $5.8 million of the total $10.3 million project amount.

Restored $19 million in targeted assistance funding for immigration support programs in welfare reform legislation.

Stripped provision adverse to County, which would have reduced assistance for legal aliens from immigration reform bill.

Secured authorization for credit & reimbursement for costs of work related to the Agricultural & Rural Lands Retention Plan & the South Biscayne Bay Watershed Study which are contained within the Everglades & South Florida Ecosystem Restoration Critical projects.

$500,000 for Biscayne Bay Feasibility Study.

$17.7 million for Miami Harbor dredging.

$3.3 million for Dade County Juvenile Assessment Center.

$4 million for water and wastewater infrastructure improvements.

$1 million for a mosquito helicopter.

Miami-Dade County Public Schools, Florida

For the past eight years, secured a $19 million appropriation under the " Refugee and Entrant Assistance" program for communities with a large concentration of immigrant youth.

Worked cooperatively with the School District's Congressional Delegation to revise legislative language to more accurately describe the population of immigrants predominantly served by the School District.

$1 million to enhance technology equipment for the school policing initiative.

$638,000 to establish "career academies."

Worked to eliminate provisions that would have hindered the School Districts ability to participate in the Medicaid Reimbursement Program.

Worked with the Federal Emergency Management Agency to resolve a $6.1 million debt.

Secured language in the Commerce, Justice, and State Appropriations conference report which deleted the fiscal year limitation on the use of the school district's grant from the Economic Development Agency.

$500,000 for a Marine JROTC program.

Miami-Dade County Water and Sewer Department, Florida

$1 million for preliminary work on proposed water reuse facility.

$1.3 million for sanitary sewer overflow (SSO) study.

Miami-Dade Seaport, Florida

Secured language directing the Army Corps of Engineers to dredge the port.

Mitretek Systems, Virginia

$9 million for a Center for Criminal Justice Technology.

Obtained an authorization to reform the Department of Homeland Security's first responders program that would allow the Center for State Homeland Security to partner with states to qualify for grant funding.

Transportation Agency for Monterey County, California

$1 million for Rail New Starts.

New Mexico Tech, New Mexico

$7.1 million for the ILEA program.

City of North Las Vegas, Nevada

Successful in terminating the Department of Energy's proposed demonstration project, which would have allowed multiple rail-to truck transfers of low-level nuclear waste in the City.

$200,000 for an Army Corps flood control project.

Worked with the U.S. Postal Service to secure funding for, and accelerate the construction of the new North Las Vegas Post Office.

Intervened on the City's behalf with the Las Vegas Office of the Bureau of Land Management (BLM) to assist in its request to use 160 acres of federal land.

$3 million to relocate families impacted by fault line subsidence.

Successful in procuring funding for the Cheyenne Avenue Interchange through the State DOT office.

Assisted in negotiation of cooperative agreement to construct improved Interstate interchange.

Worked with State DOT to secure $4.6 million for interchange improvements.

$2 million to widen Craig Road.

Secured $300,000 to support law enforcement officers and to train local and state law enforcement officers on the proper recognition, collection, removal and destruction of methamphetamine.

$5 million for the Craig Road Overpass.

$1.8 million for Intelligent Transportation Systems.

City of North Miami Beach, Florida

$500,000 for drinking water, wastewater and sewer infrastructure improvements in the Highland Village neighborhood.

$2.85 million for wastewater and sewer infrastructure improvements.

Secured $950,000 for wastewater infrastructure improvements, which would replace septic tanks in a mobile home park.

Worked to delete language that would have denied funding for disaster relief to parks, recreation departments, beaches and other similar entities under the Stafford Disaster Relief and Emergency Assistance Act.

$1.2 million to construct a bicycle path.

$100,000 for law enforcement initiatives.

Orange County, Florida

$350,000 in Defense Appropriations Act to remove an attractive nuisance from an abandoned Naval facility.

$750,000 for the Holden Heights sewer system.

$200,000 for a senior citizen center.

Orlando-Sanford International Airport, Florida

$1 million for a runway extension.

$500,000 for airport improvements.

Osceola County, Florida

$18.75 million to widen US-192.

$500,000 for the Florida Agriculture Center.

$500,000 for courthouse restoration.

$600,000 for water system improvements in aquatic plants.

$1 million for an Instrument Landing System at Kissimmee Airport.

$400,000 for public safety center communications upgrades.

$250,000 for homeless shelters.

$2 million to treat invasive aquatic plants that are a nuisance to the County's water system.

City of Oviedo, Florida

$180,000 for law enforcement technology upgrades.

Worked to secure $140,778 for a Firefighters Assistance Grant.

Palm Beach County School District, Florida

$600,000 for an after school and evening bilingual language instruction program for immigrant students and their parents.

$825,000 for a family literacy project including bilingual education, counseling services and distance education, and for professional development.

$500,000 for security upgrades.

$200,000 to expand curriculum and professional development.

City of Palm Springs, California

$3 million for the Belardo Bridge Project.

City of Pembroke Pines, Florida

$2 million for the Pembroke Road Overpass.

$1 million for I-75 & Pines Boulevard Interchange.

City of Petaluma, California

Authorization of $32 million for a flood control project, not requested by the Administration, allowing for reimbursement of funding already expended by the City.

Secured Appropriations committee report language instructing the Army Corps to reprogram funding for the flood control project, which resulted in an administrative reprogramming of $3.1 million.

$13 million for construction of flood control budget.

$8.55 million for a dredging project.

$1 million for the operation and maintenance of the Petaluma River.

Philadelphia School District, Pennsylvania

$3.5 million for the district's professional development and related services.

City of Plantation, Florida

$337,500 for a community amphitheater.

Obtained a congressional directive to fund the City's stormwater management plan.

Port of Palm Beach, Florida

$15.75 million for the Route 710 connector.

$500,000 in initial funds for Skypass at the Port.

$3.9 million congressional authorization in the Water Resources Development Act (WRDA) for the Lake Worth Inlet Sand Transfer Plant.

$300,000 for Route 710 connector improvements.

$100,000 for the deepening and widening of Lake Worth Inlet.

$397,000 for preliminary engineering and design work for the Sand Transfer Plant.

$1.81 million for summer dredging at the Harbor with initial placement of material on Peanut Island with subsequent transfer to the beaches.

$1.114 million for construction of the Sand Transfer Plant.

$18.177 million for the operation and maintenance of Palm Beach Harbor.

Secured $200,000 for a feasibility study to widen the turning basin at the Lake Work Inlet.

$100,000 secured to proceed with an authorized Reconnaissance study on the Harbor dredging.

Obtained congressional language to help expedite the construction of a sand transfer plant

Obtained congressional language to protect the Port from a loss of Customs Service inspectors after U.S. Customs threatened with a layoff of numerous inspectors.

Congressional language making ferries operating out of the Port of Palm Beach eligible for collection of user fees even though current law prevents such fee collection.

Primland/Patrick County, Virginia

$5.25 million to improve highway access to land critical to County's economic development program.

Port of Sacramento, California

$8.3 million to construct a bridge which will allow development of property necessary for port expansion.

City of Rio Rancho, New Mexico

$4 million for engineering and planning for Paseo de Volcan between Unser Blvd. and Iris Road.

Rio Rancho Public Schools, New Mexico

$100,000 for a Teacher Academy.

City of Riviera Beach, Florida

$750,000 for police communications.

$800,000 for a traffic calming project.

$400,000 for a stormwater management plan.

$202,500 for an urban retail development project.

Worked to obtain and initial $500,000 in grant funding from the EPA to cover the cost of the operation of the City's airstrippers.

Reversed the Environmental Protection Agency's (EPA) do-nothing-approach and mandated that the EPA enact a plan to actively treat and remove contamination from the City's drinking water. The estimated cost of the remedy is $865,000.

Initiated an investigation by the EPA Ombudsman of the EPA's handling of the City's contaminated water problem. This action led to the EPA's decision to cover the operation and maintenance costs of the City's air strippers, relieving the City of an $880,000 expense.

San Bernardino City Unified School District, California

$750,000 for a vocational training and work opportunities program.

$500,000 for a program for developing English and academic skills for English learners.

City of San Rafael, California

$1.8 million for a canal dredging project.

Sonoma County, California

$2.75 million over three years for construction of park and ride lots.

$1 million for intermodal transportation facility.

$1.5 million for construction of Visitor's Center.

$9.85 million to widen Highway 101.

$5 million for intermodal centers.

Authorization of new rail start for the County.

Secured funding for installation of radar at County airport.

$1 million to assist with construction of a bus garage.

$200,000 in Army Corps funding for a harbor dredging project

$500,000 for a landfill gas conversion facility.

$500,000 for the Sonoma County CNG Fueling Facility Upgrade.

$225,000 for the Canon Manor Project.

$500,000 for Sonoma County CNG Transit Buses.

Sonoma County Regional Parks, California

$1.8 million to recycle dredge materials to create a new park.

$3.8 million in operations and maintenance funding for Bodega Bay.

Sonoma County Water Agency, California

$1 million to replace septic systems with sewage hookups.

$750,000 for expansion of capacity at a sewage treatment plant.

Worked with Administration to establish a new federal program, the Pacific Salmon Recovery Initiative, which was funded at $58 million in its first year.

Secured second year funding of $90 million for the Pacific Salmon Recovery Initiative.

Secured third year funding of $110 million for the Pacific Salmon Recovery Initiative.

Secured fourth year funding of $90 million for the Pacific Salmon Recovery Initiative.

$4.8 million for Army Corps studies of five habitat restoration projects.

$500,000 for a Bureau of Reclamation Project to reuse recycled water.

$1.4 million to study various ecosystem restoration projects.

$380,000 for the Santa Rosa Creek study.

$350,000 for the Laguna de Santa Rosa study.

$350,000 for the Russian River Ecosystem study.

$440,000 for the San Pablo Bay Watershed.

$9.259 million in operations and maintenance funding for Dry Creek (Warm Springs) Dam.

$900,000 in investigations funding for the Napa Salt Marsh Project.

$500,000 in planning funding for the Napa Salt Marsh Project.

$1 million for the Napa Sonoma Marin Agriculture Reuse project.

$6.985 million in operations and maintenance funding for Coyote Valley Dam.

City of St. Cloud, Florida

Obtained a congressional directive to fund the City's stormwater management plan.

$200,000 for a senior evacuation/multi-purpose center.

Stevens Institute of Technology, New Jersey

$52 million for the Institute's Munitions MANTECH Program.

$10 million for mine clean-up research.

$1.25 million for construction of the Laboratory for Business Innovation.

$4.3 million for the Rangesafe Program.

$7.5 million for an Information Assurance Center.

$500,000 for the expansion and enhancement of an ocean-based science and mathematics education project.

$3 million for landmine detection.

$1.4 million for the Center for Maritime Systems.

City of Tampa, Florida

Worked with HUD to expedite approval of three section 108 loan applications totaling over $10 million critical to City's economic development efforts.

$35 million HOPE VI grant.

$1 million for intermodal transportation center.

$900,000 for refurbishment of the West Tampa El Centro Espanol Building

$500,000 for vehicle law enforcement video cameras.

Secured authorization language for aquifer storage and recovery infrastructure.

$315,000 for the South Tampa Area Reclaimed Project.

Tampa Port Authority, Florida

The Main Channel deepening project was, upon its completion, the largest public works project in the state of Florida. This was completed at 100 percent federal government expense, with a total cost in excess of $200 million.

An exemption from limitations placed on the use of tax exempt bonds for the acquisition of property for the Tampa Port Authority.

$175,000 for improvements to the Alafia Channel, despite the opposition of the Army Corps of Engineers.

$2 million grant from the Economic Development Administration for navigational improvements necessary for business expansion at the Seaport.

$1 million grant from the Federal Highway Administration for the construction of ferry docks.

$1 million for economic development and revitalization efforts at the Garrison Seaport.

Secured $3.2 million for dredging the Ybor Turning Basin.

$70 million authorization for federal improvements to the Alafia Channel, despite Administration's opposition.

Secured an authorization for improvements to the Port Sutton Channel.

Secured the conveyance of the Department of Navy property to the Tampa Port Authority.

$500,000 for improvements to the disposal areas.

$4.5 million for the dredging of the Big Bend Channel.

$200,000 for continuing the General Re-evaluation Report (GRR).

$202,000 for a terminal expansion.

$2.5 million for the widening of a portion of the main channel. Also secured language directing the Army Corps of Engineers to widen portion of channel.

City of Treasure Island, Florida

$50 million for the Causeway Bridge.

TREX Enterprises, San Diego, California

$1 million for the GLINT Program.

$2.5 million for the RTATS Program.

Tulare County, California

Secured congressional directive to the Department of Agriculture to assist with construction of farm to market roads essential for economic development.

$9.25 million for construction of farm-to-market roads.

$500,000 for the Tulare International Trade Center.

Secured congressional directive to Department of Justice to fund a Rural Crime Prevention Demonstration Program.

$1.3 million for Rural Crime Prevention Demonstration Program.

Secured new start construction funding, new requested by the Administration, for a flood control project, and second year funding of $3 million for the project.

$5.75 million for rural crime prevention.

$2.4 million for road improvement projects.

$500,000 for a vocational training center.

$4.5 million to increase capacity at an Army Corps dam.

$1.969 million for Success Lake.

$1 million for Success Dam Reservoir Enlargement.

$11 million for the Terminus Dam Lake Kaweah Enlargement.

University of Nevada Las Vegas, Nevada

Secured $1,500,000 for advanced planning for a building on the UNLV campus that would house several federal and state agencies as well as UNLV research staff.

$7.5 million for nuclear waste transmutation.

$8 million for defense wide electronic records management.

$200,000 for study of the biological effects of low level radiation exposure.

$1.5 million for the environmental restoration of Lake Mead.

$650,000 for the Center for Workforce Development and Occupational Research.

Secured appropriations language for the Biotech/Bioengineer Research Facility and Cancer Center.

$2.605 million for UNLV telemedicine network.

City of Virginia Beach, Virginia

$112 million authorization for beach erosion control and hurricane protection project.

$50.91 million appropriation for construction of a Beach Erosion Control and Hurricane Protection Project.

Waived general law to allow previously expended local funds to count toward local share of project.

Secured 50-year authorization of federal participation for a project, exempted from existing funding cap.

Coordinated efforts leading to a Commerce Department decision to allow construction of the Lake Gaston water pipeline.

$800,000 for funding of innovative homeless activities.

$1 million for the study of a new intermodal center.

$3.212 million for channel maintenance of Rudee Inlet.

$7 million for construction of Southeastern Parkway and Greenbelt.

Secured $250,000 to initiate construction of a marine mammal stranding center.

$198,000 appropriated to reimburse City for unauthorized fees imposed by the Department of Interior, and secured a congressional authorization for this action in the WRDA.

$1.1 million for beach renourishment reimbursement.

$1.053 million for the dredging of the Rudee Inlet.

$7.78 million for the renourishment of Sandbridge Beach.

$400,000 for the Norfolk Avenue Bike Trail.

$800,000 for the Atlantic Avenue Trails.

$150,000 for the Providence Road Trail Project.

$425,000 for the Marine Science Museum Science Camp.

$1.541 million for the Lynnhaven Inlet.

Secured language that would allow the City to use sand from a nearby channel to finish the hurricane protection project.

Secured language that would continue to fund the Sandbridge Beach project periodically for 50 years.

$437,000 for the Lynnhaven River Basin.

$1 million for the Virginia Beach Emergency Communications and Operations Center.

$200,000 for para-transit for the handicapped.

$500,000 for traffic light signalization projects.

$200,000 for general law enforcement expenses.

$410,000 for public safety equipment.

Town of Windermere, Florida

$500,000 for traffic calming measures.

City of Winter Park, Florida

$500,000 for traffic calming measures.

RESOLUTION NO. 2005-10

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled this 25th day of January, 2005.

Michael C. Blake, Mayor

ATTEST:

Joan Clark, City Clerk

EXHIBIT "A"

To Resolution 2005-10

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the federal lobbying services of Alcade & Fay.

The City Manager has provided supporting documentation toward justification of the waiver, based on conditions of sale, as exception to the sealed bidding process, and based on this documentation, I support approval of this resolution.

_____

Ric Holt, City Manager

RESOLUTION NO. 2005-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2005; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted Resolution No. 2005-11 adopting the final budget for the fiscal year commencing on October 1, 2004, and ending on September 30, 2005, at a regular meeting held on September 28, 2004; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2004-2005 fiscal year budget shall be amended as follows:

	AMOUNT:	ACCOUNT:	DESCRIPTION:
FROM:	$15,300	001-1600-513.39-00	General Fund Contingency
FROM:	$15,300	421-4010-536.39-00	Water/Sewer Contingency
TO:	$30,600	001-1100-512.31-00	Professional Services

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 25th day of January, 2005.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Joan Clark, City Clerk

BUDGET AMMENDMENT _____ BUDGET TRANSFER X ACCOUNTING ADJUSTMENT _____

Requesting Department: City Manager's Office Date Submitted: _____

"FROM" ACCOUNT

Amount	Number	Name	Original Budget
$15,300	001-1600-513.93-00	General Fund Contingency	$390,274
$15,300	421-4010-536.39-00	Water/Sewer Contingency	$1,005,518
TOTAL $30,600			

"TO" ACCOUNT

Amount	Number	Name	Original Budget
$30,600	001-1100-512.31-00	City Manager's Professional Services	$0
TOTAL $30,600			

Reason/Justification for transfer:

The budget transfers are intended to pay for the contract services of Alcalde & Fay, federal lobbyist, on the City's behalf. Funding will provide for 6 months of service. Cost split between General Fund and Water/Sewer as lobbyist will be pursuing funding for both.

Department Requestor	Date	W Mack	1/18/05
		Finance Director	Date
Budget Manager	Date	City Manager	Date

Council approval needed for all transfers greater than $7,500. Attach copy of agenda item and City Clerk's Journal noting approval.

Council Approval Date: _____

For use by Finance

BT#: _____

Date Entered: _____ By: _____

MINUTES

SPECIAL MEETING OF THE CITY COUNCIL

September 3, 2014 – 6:00 p.m.

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

I. OPENING MATTERS:

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

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

The City Clerk took the roll.

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

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

II. PUBLIC HEARINGS:

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

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

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

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

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

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

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

Mayor Parrish opened the hearing to the public.

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

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

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

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

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

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

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

THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)

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

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

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

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

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

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

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

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

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

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

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

It was the **CONSENSUS** of City Council to budget $24,000 for the services of Alcalde & Fay.

Mr. Titkanich pointed out that this year Council would adopt the CIP with the budget.

There were no members of the public in the audience present to speak on the budget.

MOTION By Councilman Boisvert; Seconded by Deputy Mayor Whipple, to approve Resolution No. 2014-099 tentatively adopting a budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2014, and ending on September 30, 2015.

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

THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)

Mr. Titkanich thanked all Directors and their staff for working diligently and responsibly in developing the budget.

III. ADJOURNMENT.

MOTION By Councilman Boisvert; Seconded by Councilwoman Warner, to adjourn.

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

THE MOTION CARRIED UNANIMOUSLY. (5 TO 0)

The meeting adjourned at 7:34 p.m.

Henry U. Parrish III, Mayor

ATTEST:

Joan Clark, MMC, City Clerk

COCOA
FLORIDA

FY 2015 Budget Presentation

Special City Council Meeting
September 3, 2014

EXHIBIT A

[redacted]

COCOA
FLORIDA

- **Adopt a tentative millage rate for FY 2015**

- **Adopt a tentative budget for FY 2015**

- **Set 2nd Public Hearing – September 16, 2014 at 6:00pm at 65 Stone Street, Cocoa, FL 32922**

  - The City must have a balanced budget by October 1, 2014

❑ Step 1

- Adopt the FY 2015 City of Cocoa Tentative Millage Rate

Note: The tentative millage rate cannot exceed the millage rate of 5.9790 approved by City Council on July 22, 2014.

❑ Step 2

- Adopt the FY 2015 City of Cocoa Tentative Budget.

Fiscal Year	Valuation	% of Change
FY2004	$692,870,660	54.0%
FY2005	$759,117,370	9.6%
FY2006	$944,312,157	24.4%
FY2007	$1,135,066,352	20.2%
FY2008	$1,178,240,071	3.8%
FY2009	$1,168,009,451	-0.9%
FY2010	$1,035,010,399	-11.4%
FY2011	$912,474,743	-11.8%
FY2012	$797,666,368	-12.6%
FY2013	$767,343,524	-3.8%
FY2014	$775,765,766	1.1%
FY2015	$782,374,729	0.9%

Fiscal Year	Valuation	Millage	Ad Valorem Revenue	Revenue Variance from Previous Year	% of Change
FY2006	$944,312,157	4.8030	$4,384,375	$831,487	23%
FY2007	$1,135,066,352	4.5705	$5,029,198	$644,823	15%
FY2008	$1,178,240,071	4.4891	$5,145,088	$115,890	2%
FY2009	$1,168,009,451	4.4891	$5,052,309	($92,779)	(2%)
FY2010	$1,035,010,399	4.4891	$4,480,212	($572,097)	(11%)
FY2011	$912,474,743	4.9660	$4,371,564	($108,648)	(2%)
FY2012	$797,666,368	5.5813	$4,331,898	($39,666)	(1%)
FY2013	$767,343,524	5.9811	$4,435,865	$103,967	2%
FY2014	$775,765,766	5.9811	$4,516,795*	$80,930	2%

* FY 2014 represents Y-T-D collections.

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY14 –FY15 Revenue Variance
FY2014 Adopted Rate	$775,765,766	5.9811	$4,639,933	$4,407,936	
FY 2015 Proposed Millage					
Rolled-back Rate Proposed	$782,374,729	5.9790	$4,677,819	$4,443,928	$35,992

	Valuation	FY 2014 5.9811	*Valuation With .9% Increase	FY 2015 5.9790	*Valuation With 1.5% Increase (SOH)	FY 2015 5.9790
Single Family Residence	$100,000		$100,900		$101,500	
Less: Homestead	($50,000)		($50,000)		($50,000)	
= Taxable Value	$50,000	$299	$50,900	$304	$51,500	$308
Single Family Residence	$150,000		$151,350		$152,250	
Less: Homestead	($50,000)		($50,000)		($50,000)	
= Taxable Value	$100,000	$598	$101,350	$606	$102,250	$611
Single Family Residence	$200,000		$201,800		$203,000	
Less: Homestead	($50,000)		($50,000)		($50,000)	
= Taxable Value	$150,000	$897	$151,800	$908	$153,000	$915
Single Family Residence	$300,000		$302,700		$304,500	
Less: Homestead	($50,000)		($50,000)		($50,000)	
= Taxable Value	$250,000	$1,495	$252,700	$1,511	$254,500	$1,522

* Although the overall city has a .9% increase in value, individual property valuations increases may vary or may decrease.

[redacted]

[redacted]

[redacted]

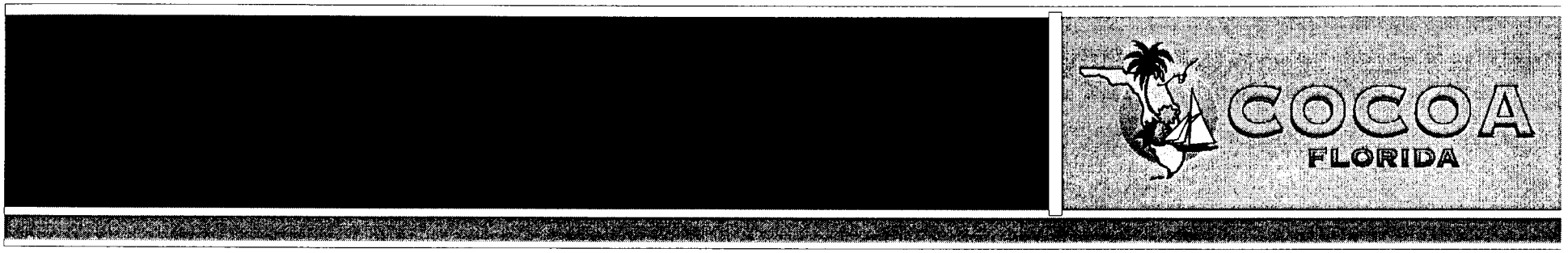


Ranking	City	Current	Rolled-back	Proposed
1	Satellite Beach	8.3206	7.9090	8.3206
2	Palm Bay	8.6326	8.1879	8.1879
3	Melbourne	6.9000	7.0243	7.3126
4	Titusville	7.6000	7.3085	7.3085
5	Indialantic	6.5835	6.1963	6.5835
6	Rockledge	6.3658	6.1073	6.3658
7	**Cocoa**	**5.9811**	**5.9790**	**5.9790**
8	Cocoa Beach	4.9798	4.7209	4.9798
9	Cape Canaveral	3.9102	3.6580	3.7246
10	West Melbourne	2.2975	2.1993	2.3850

Note: Ranking is established using the Proposed Rate.

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
Current FY14 Millage Rate	$775,765,766	5.9811	$4,639,933	$4,407,936
Proposed FY15 Millage Rate	$782,374,729	5.9790	$4,677,819	$4,443,928
FY2015 Revenue Difference			$37,886	$35,992

2nd Public Hearing on September 16, 2014 at 6:00pm at Cocoa City Hall



- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.9790
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790

OPEN UP TO THE PUBLIC

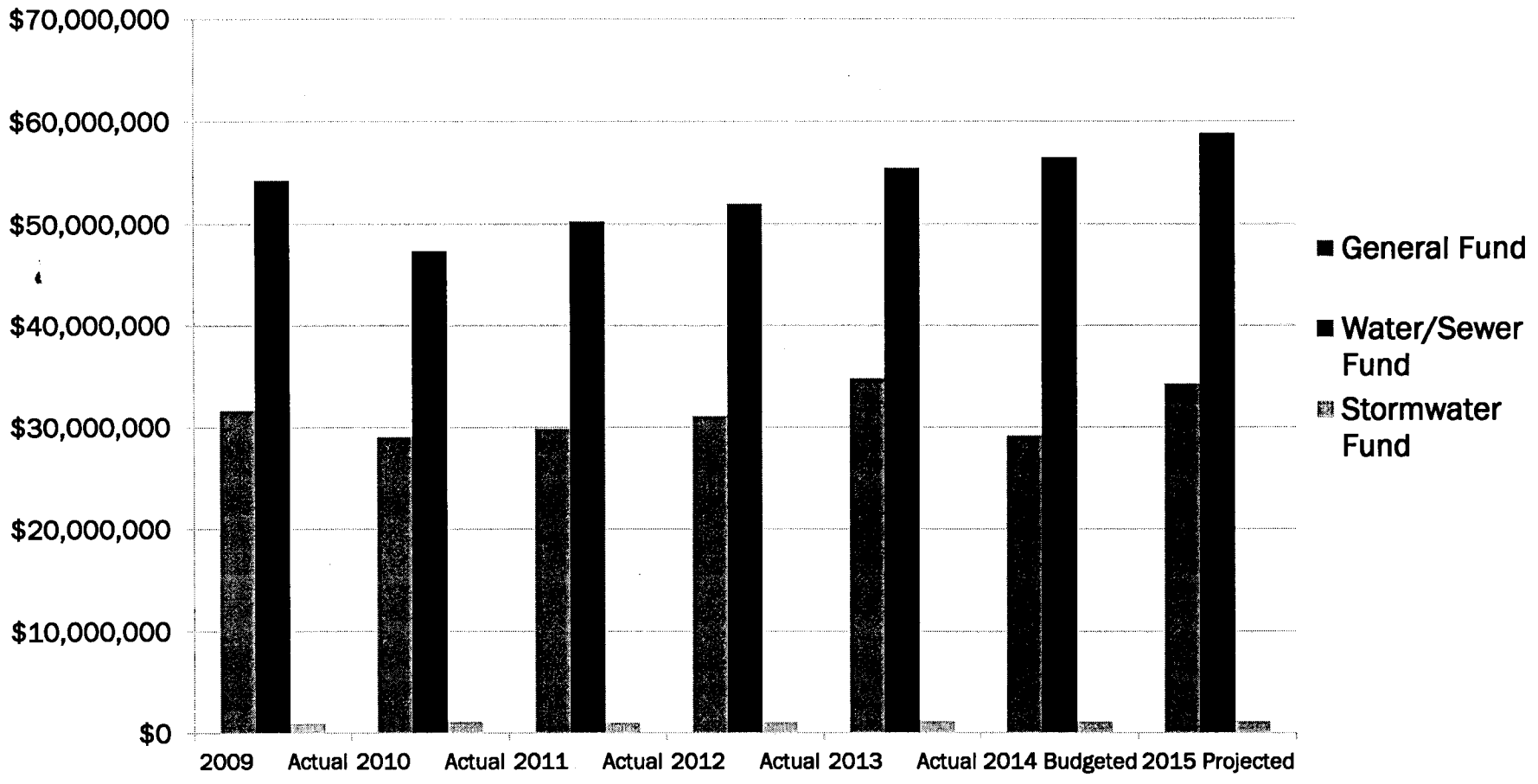
Requested Action

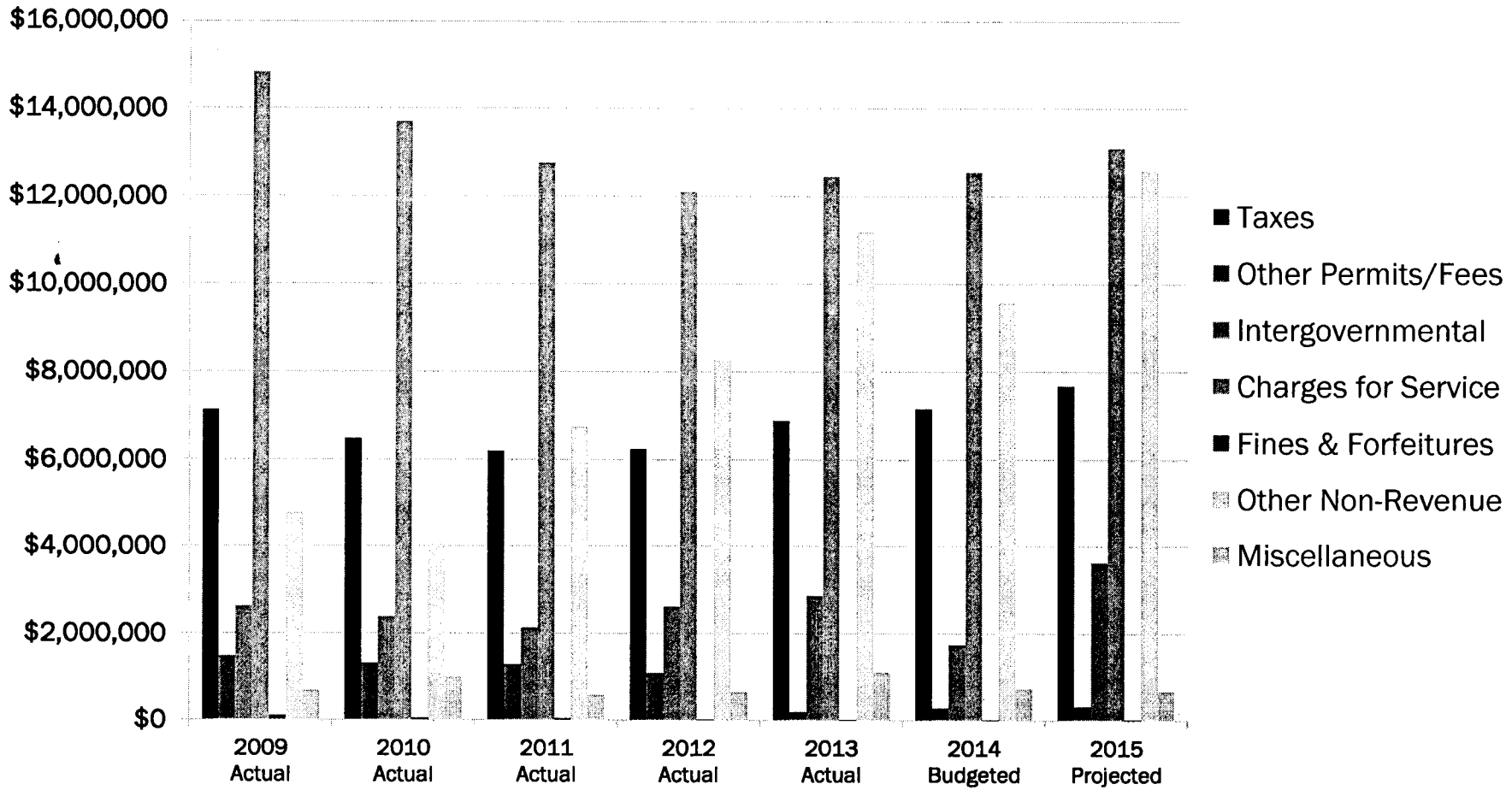
Approve Resolution No. 2014-098 tentatively adopting a proposed millage rate of 5.9790 for the City of Cocoa for the Fiscal Year commencing on October 1, 2014 and ending on September 30, 2015.

COCOA
FLORIDA



Revenues


$70,000,000
$60,000,000
$50,000,000
$40,000,000
$30,000,000
$20,000,000
$10,000,000
$0
2009
Actual 2010
Actual 2011
Actual 2012
Actual 2013
Actual 2014
Budgeted 2015
Projected
General Fund
Water/Sewer Fund
Stormwater Fund


$16,000,000
$14,000,000
$12,000,000
$10,000,000
$8,000,000
$6,000,000
$4,000,000
$2,000,000
$0
2009 Actual
2010 Actual
2011 Actual
2012 Actual
2013 Actual
2014 Budgeted
2015 Projected
Taxes
Other Permits/Fees
Intergovernmental
Charges for Service
Fines & Forfeitures
Other Non-Revenue
Miscellaneous

Funding Source	Amount	Percentage of Total Revenue
Taxes (Ad Valorem, Utilities, CST)	$7,684,068	20%
Other Permits & Fees	$328,700	1%
Intergovernmental	$3,627,708	10%
Charges for Service	$13,109,538	34%
Fines & Forfeitures	$20,000	–
Miscellaneous	$686,148	2%
Other Non-Revenue	$12,587,458	33%
TOTAL FY 2015	**$38,043,620**	**100%**

Funding Source	Amount	Percentage of Total Revenue
Charges for Service	$57,515,734	63%
Impact Fees	$1,289,655	1%
Miscellaneous	$66,300	--
Other Non-Revenue	$32,404,715	36%
TOTAL FY 2015	**$91,276,404**	**100%**

Funding Source	Amount	Percentage of Total Revenue
Charges for Service	$1,167,242	62%
Miscellaneous	$2,010	--
Other Non-Revenue	$724,224	38%
TOTAL FY 2015	**$1,893,476**	**100%**

COCOA
FLORIDA



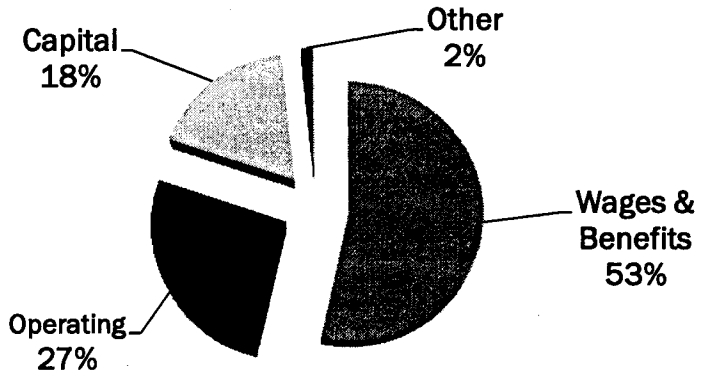
FUND	FY15 PROPOSED	FY14 AMENDED	% VARIANCE
General Fund	$38,043,620	$32,119,739	18%
G.F. Debt Service Fund	$1,398,498	$1,154,364	21%
G.F. Capital Projects Fund	$1,710,000	$548,143	212%
Special Services Funds	$2,251,508	$2,199,915	2%
Water/Sewer Fund	$91,276,404	$94,202,014	(3%)
Water/Sewer Debt Service Fund	$8,997,004	$9,082,731	(1%)
Self Insurance	$1,388,239	$1,394,736	--
Storm Water Fund	$1,893,476	$1,635,848	16%
TOTAL	**$146,958,749**	**$142,337,490**	**3%**

[redacted]

GENERAL FUND DEPT.	FY15 PROPOSED	FY14 AMENDED	% VARIANCE	% BUDGET
City Council	$115,350	$87,694	32%	--
City Manager Offices (Clerk FY 2014)	$456,742	$588,073	(22%)	1%
Finance (Utility Accounting, General Accounting, Finance Admin., Purchasing and I.T.	$4,915,131	$4,627,327	6%	13%
General Operations	$2,948,330	$3,232,383	(9%)	8%
Administrative Services (Clerk FY 2015)	$661,692	$313,604	111%	2%
Police	$9,919,888	$9,448,024	5%	26%
Fire	$7,842,279	$5,678,691	38%	21%
Community Services (Leisure Services)	$2,068,462	$1,600,241	29%	5%
Public Works (Streets, Grounds, Maintenance and Fleet)	$9,115,746	$6,543,702	39%	24%
TOTAL	**$38,043,620**	**$32,119,739**	**18%**	**100%**

CATEGORY	FY15 PROPOSED	FY14 AMENDED	VARIANCE	% VARIANCE
Wages & Benefits	$20,387,631	$20,131,662	$255,969	1%
Operating	$10,105,047	$8,628,838	$1,476,209	17%
Capital	$6,920,946	$2,363,476	$4,557,470	193%
Other	$629,996	$995,763	($365,767)	(37%)
TOTALS	**$38,043,620**	**$32,119,739**	**$5,923,881**	**18%**

FY15 PROPOSED BUDGET



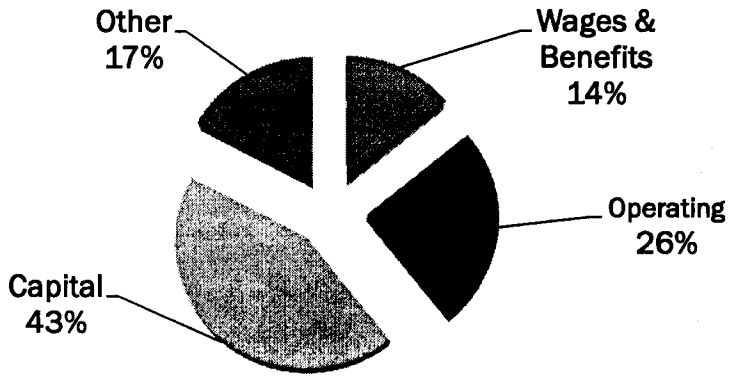
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COCOA FLORIDA

WATER/SEWER FUND BY DIVISION	FY15 PROPOSED	FY14 AMENDED	% VARIANCE	% W/S BUDGET
Field Services	$1,635,511	$1,766,789	(7%)	2%
Water Admin. (Lab)	$25,998,577	$25,547,297	2%	28%
Dyal Plant Operations	$12,550,808	$12,454,448	1%	14%
WFO/Water Collections	$6,957,012	$6,622,689	5%	8%
Engineering	$36,072,428	$38,296,820	(6%)	40%
Sellers Plant Operations	$5,804,386	$6,625,790	(12%)	6%
WFO/ Waste Water Collections	$2,257,682	$2,888,181	(22%)	2%
TOTAL	**$91,276,404**	**$94,202,014**	**(3%)**	**100%**

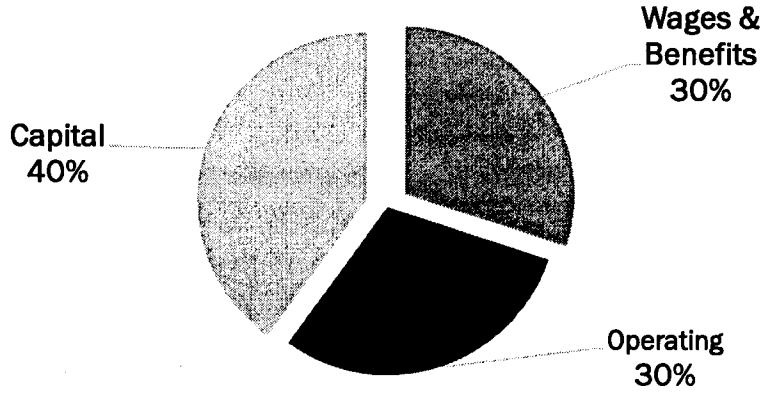
CATEGORY	FY15 PROPOSED	FY14 AMENDED	VARIANCE	%
Wages & Benefits	$12,351,670	$11,811,637	$540,033	5%
Operating	$23,285,334	$21,394,742	$1,890,592	9%
Capital	$39,942,396	$45,058,630	($5,116,234)	(11%)
Other	$15,697,004	$15,937,005	($240,001)	(2%)
TOTALS	**$91,276,404**	**$94,202,014**	**($2,925,610)**	(3%)

FY15 PROPOSED BUDGET

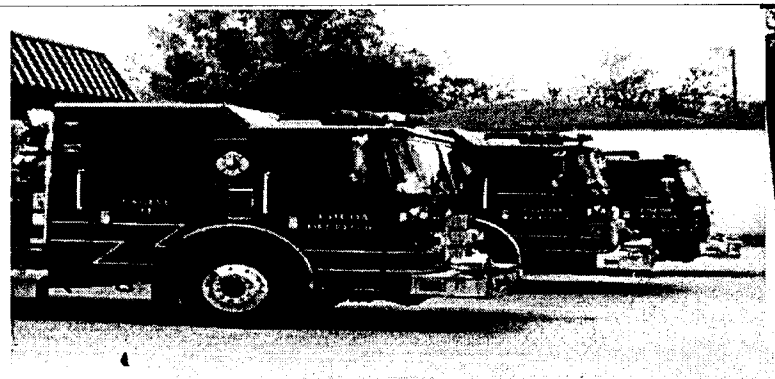


CATEGORY	FY15 PROPOSED	FY14 AMENDED	VARIANCE	%
Wages & Benefits	$567,667	$569,516	($1,849)	–
Operating	$563,009	$378,182	$184,827	49%
Capital	$762,800	$686,500	$76,300	11%
Other		$1,650	($1,650)	(100%)
TOTALS	**$1,893,476**	**$1,635,848**	**$257,628**	**16%**

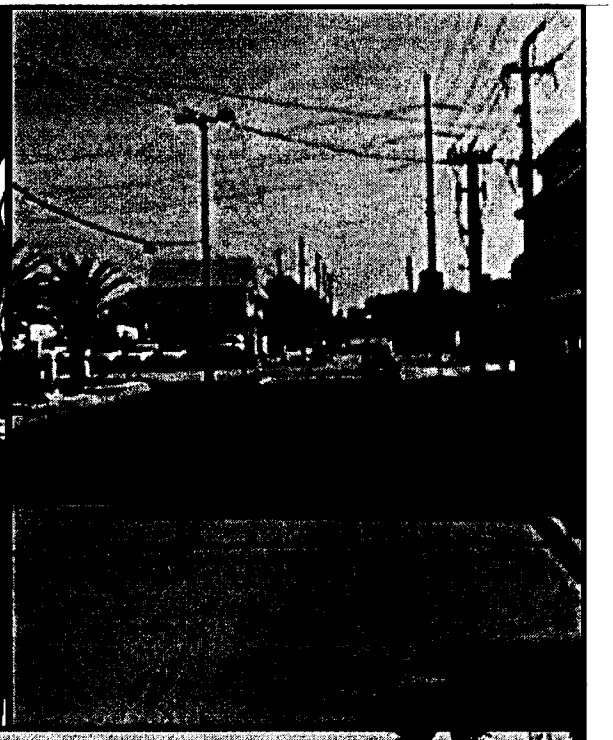
FY15 PROPOSED BUDGET



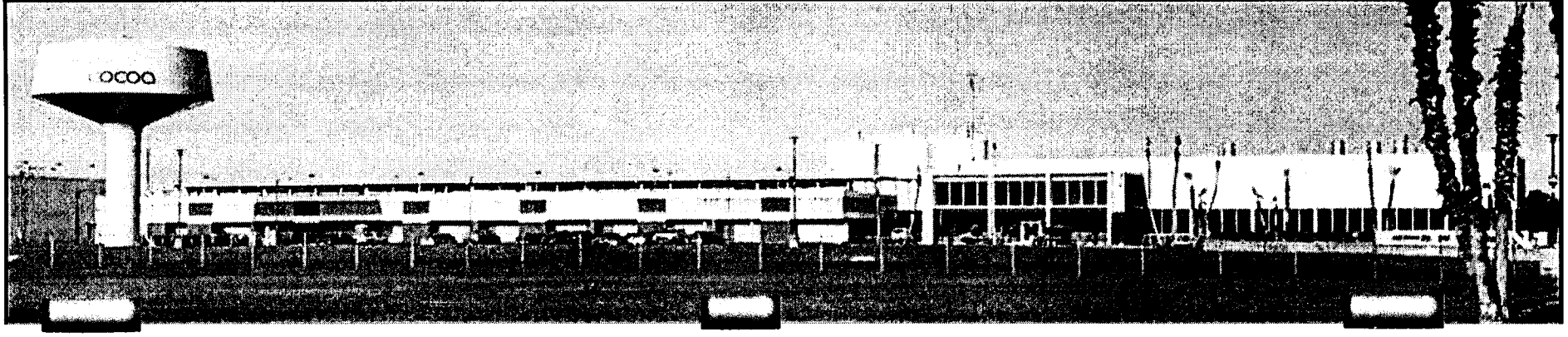
COCOA
FLORIDA



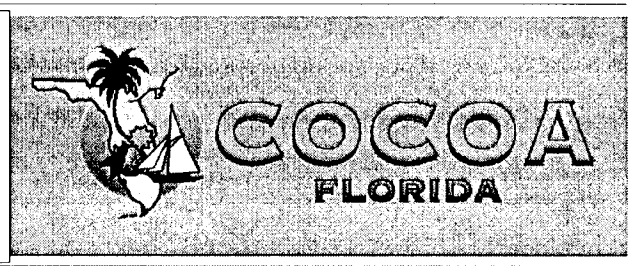








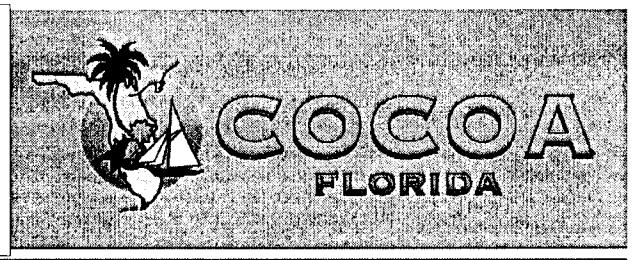
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	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	SOFTWARE	TOTALS
Finance – I.T.			$234,000	$15,000	$249,000
Police			$1,233,563	$32,640	$1,266,203
Fire			$2,214,527		$2,214,527
Public Works		$2,892,802	$298,414		$3,191,216
TOTALS		**$2,892,802**	**$3,980,504**	**$47,640**	**$6,920,946**

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	SOFTWARE	TOTALS
Field Services			$115,798		$115,798
Water Admin			$2,900	$11,400	$14,300
Dyal Plant		$25,000	$531,725		$556,725
WFO/Water Collections		$208,340	$246,103	$11,548	$465,991
Engineering		$28,935,915	$5,944,093		$34,880,008
Sellers Plant	$70,000	$2,535,289	$819,190		$3,424,479
WFO/Waste Water Collections		$400,000	$85,095		$485,095
TOTALS	**$70,000**	**$32,104,544**	**$7,744,904**	**$22,948**	**$39,942,396**

[redacted]



	LAND	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	TOTALS
Cocoa CRA			$480,833		$480,833
Diamond Sq. CRA			$25,000		$25,000
Police Confiscated				$21,980	$21,980
Capital Projects Fund	$125,000	$1,210,000	$375,000		$1,710,000
Storm Water			$725,000	$37,800	$762,800
TOTALS	$125,000	$1,210,000	$1,605,833	$59,780	$3,000,613

COCOA
FLORIDA



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COCOA FLORIDA

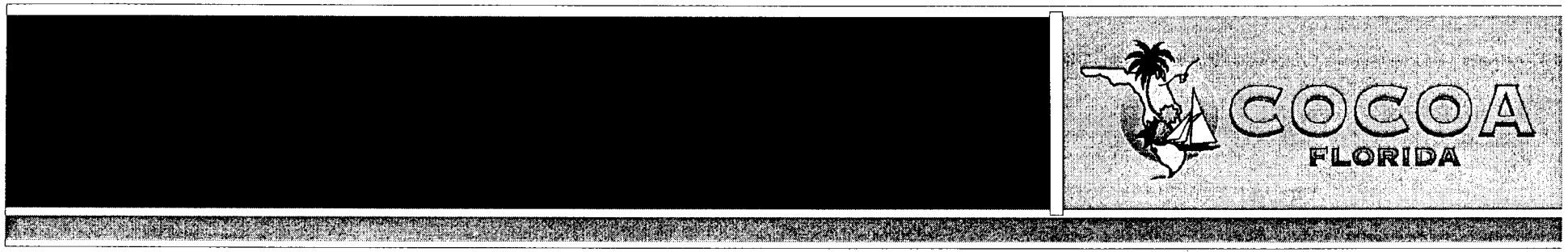
Project	Amount	Crime	Public Safety	Image	Comm. Dev.	Econ. Dev.	Employees	Financial Sustainability
IT Technology Security Audit and Assessment	$20,000		X					
CPD 4 Wheel Drive Vehicle Replacement	$33,924	X	X					
CPD Segway x23 SE Model w/Police Package (Trade-In 6 for 4 w/Disc)	$29,196		X	X				
CPD Marine Unit	$16,504		X	X				
CPD Body Cameras	$55,959	X	X					
CPD Communications Center	$169,826	X	X					
P25 Digital Upgrade (Police/Fire)	$318,762		X					
CFD - Mini-Emergency Response Vehicle (MERV)	$15,000		X	X				
CFD - HURST Fire/Life Safety Tools	$25,000		X					
CFD Fire Apparatus – Ladder Truck, 2 Fire Engines, and District Chief Vehicle	$2.1M		X					
Fire Station/EOC Analysis & Design	$200,000		X					X
CPD Community Relations Trailer	$21,980	X	X	X				

Project / Initiative / Program	Amount	Crime	Public Safety	Image	Comm. Dev.	Econ. Dev.	Employees	Financial Sustainability
Sidewalk Maint./Replacement Program	$75,000			X	X			X
Michigan Ave. / Range Rd. Sidewalk	$55,000			X	X			
Street Paving Program	$300,000			X	X			X
Roadway Needs Assessment	$102,000			X	X			X
Peachtree Street "Complete Street"	$1.8M			X	X			
Taylor/Riverfront Park Electrical Upgrade	$109,000			X	X			
City Digital Message Boards	$75,000		X	X	X	X		
Porcher House Centennial Restoration	$100,000			X	X			
Harry T. Moore Center Renovation	$250,000	X		X	X			
Street & Stop Sign Replacement Pgm.	$300,000		X	X				
Economic Base Analysis	$50,000			X	X	X		X
Brownfields Redevelopment ESA Pgm.	$50,000			X	X	X		

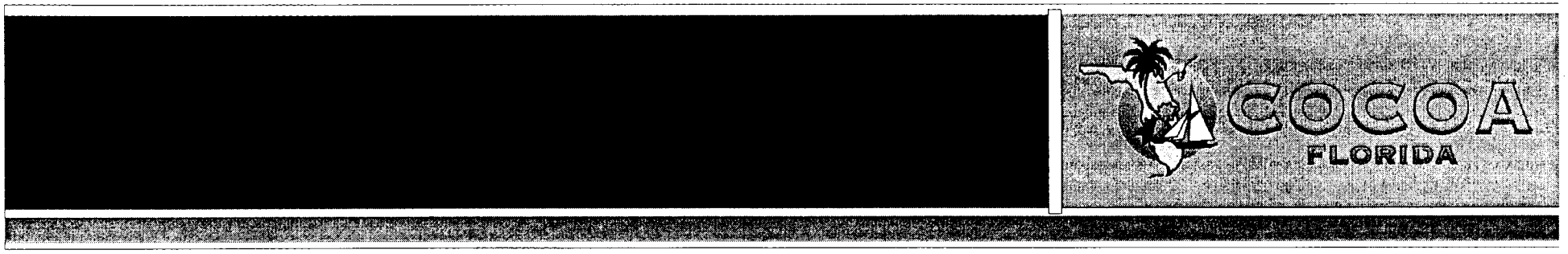
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Project	Amount	Crime	Public Safety	Image	Comm. Dev.	Econ. Dev.	Employees	Financial Sustainability
Heart of Cocoa Meeting Room*	$125,000				X			
Command Post	$300,000	X	X	X	X			
Fire Thermal Imaging Cameras	$33,000		X					
SR520 Interim Safety Improvements*	$350,000		X					
Stone Street Corridor Streetscape*	$150,000		X	X	X			
Gateway Entry Signs	$125,000			X	X			
Cocoa Village Gateway (Property and Entry Feature)	$400,000			X	X	X		
Grissom Industrial Park Directory	$25,000			X		X		
Diamond Square Community Center (Site Plan and Design/Engineering)	$250,000	X	X	X	X	X		
Regina Myra Subdivision Sidewalk	$20,000			X	X			
SR524 Commercial/MF Project Catalyst Funding	$200,000			X		X		

Project	Amount	Crime	Public Safety	Image	Comm. Dev.	Econ. Dev.	Employees	Financial Sustainability
Riverfront Park Trellis Repair/Roofing	$410,000			X	X	X		
Fire Station 2 Repair/Maintenance*	$100,000		X				X	
Pinecrest Cemetery Rehab. Project	$20,000	X		X				
Community Engagement Plan	$20,000	X		X	X			
Public Relations/Marketing Campaign	$60,000			X		X		



- Adjustment of the Water/Wastewater/Reuse rates to reflect the potential mid-year rate increase.
- General Liability/Property/Auto Insurance
- Federal Lobbyist Contract
- Adoption of the CIP with the Budget



OPEN TO THE PUBLIC

Requested Action

Approve Resolution No. 2014-099 tentatively adopting a budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2014 and ending on September 30, 2015.

- 2nd Public Hearing – Sept. 16, 2014 @ 6:00 pm
  - Adopt a Millage Rate
  - Adopt the FY2015 Budget

COCOA
FLORIDA



Legislation Details (With Text)

File #:	18-547	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	10/31/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Approval of Accounting Services for CAFR Preparation and Review and Approve a Resolution Amending the FY 2019 Budget, through the use of General Fund and Utilities Contingency. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Milestone RFP-2016-0041 Fully Executed Casselberry Budget Resolution FY 2019.pdf BAF 19-014-FN-Accounting Services (11-14-18)~ Agenda 18-547.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2018
Agenda Date: November 14, 2018
Prepared By: Rebecca Bowman, Finance Director
Through: John Titkanich, City Manager
Requested Action:
Approval of Accounting Services for CAFR Preparation and Review and Approve a Resolution Amending the FY 2019 Budget, through the use of General Fund and Utilities Contingency.

BACKGROUND:

Staff is requesting approval to piggyback off of the City of Casselberry RFP-2016-0041 with Milestone Professional Services (MPS) for Accounting Services/miscellaneous consulting services in an amount not-to-exceed $12,000 for assistance with debt compliance, financial reporting and other accounting issues. The City must prepare a Comprehensive Annual Financial Report (CAFR) each fiscal year. The preparation of the CAFR requires completion of many tasks. There has been a transition during FY2018 of the Finance Director, in addition to extended leaves of absence of staff in the Finance Department. Assistance in completing all of the required year-end tasks for CAFR preparation is requested. In addition, there are new Governmental Accounting Standards Board (GASB) statements that must be implemented related to Other Post-Employment benefits (OPEB) for FY2018 and many calculations related to the current bond issue and bond refundings.

STRATEGIC PLAN CONNECTION:

Goal 3: Continuously increase organization efficiency and effectiveness.

BUDGETARY IMPACT:

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

Budget Adjustment #14

Amount Requested	$12,000
Account Number	001-1600-513.31-00 - $6,000 421-4010-536.31-00 - $6,000
Account Name	Professional Service

Source of Funds: General Fund Contingency 001-1600-513.39-00 ($6,000)
Utility Contingency 421-4010-536.39-00 ($6,000)

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approval of Accounting Services for CAFR Preparation and Review and Approve a Resolution Amending the FY 2019 Budget, through the use of General Fund and Utilities Contingency.

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and MILESTONE PROFESSIONAL SERVICES, INC., 1970 East Osceola Parkway, Suite 350, Kissimmee, Florida 34743, hereinafter referred to as the "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the CITY has competitively solicited for accounting services, pursuant to RFP-2016-0041; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

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

SECTION 1. TERM.

The term of this Agreement shall begin on October 1, 2016 and continue through September 30, 2021, and may be extended when in the best interest of the CITY.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub- contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the CITY in accordance herewith.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the CITY for all services which it provides hereunder for one (1) full year following the date of final completion of said services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the CONTRACTOR under the Scope of Services set forth herein, the CITY will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the CONTRACTOR shall extend for the full warranty period.

SECTION 5. STANDARD OF CARE.

A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY's stated scope of services and industry standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 6. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 7. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed One Hundred Ten Thousand and 00/100 Dollars ($110,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the

event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 8. TERMINATION FOR CONVENIENCE.

The CITY may at any time give ten (10) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience and without cause.

SECTION 9. DEFAULT BY CONTRACTOR AND CITY'S REMEDIES.

In the event of a default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice.

SECTION 10. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 35 hereof.

SECTION 11. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 12. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. GENERAL LIABILITY: $1,000,000.00 each occurrence;

2. GENERAL AGGREGATE: $2,000,000.00;

3. PROFESSIONAL LIABILITY (Errors and Omissions): $1,000,000.00; and,

4. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory

obligation for all persons engaged in the performance of the work required hereunder with limits not less than $500,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the CITY in the event of litigation against same.

B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.

C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR;
2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date; and,
7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 13. CITY OBLIGATIONS.

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 14. PUBLIC RECORDS.

A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the CITY to perform the services herein; and

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains pubic records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.

SECTION 15. RIGHT TO INSPECTION.

A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.

B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 16. PROHIBITION AGAINST CONTINGENT FEES.

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona

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

SECTION 17. CORPORATE REPRESENTATIONS BY THE CONTRACTOR.

The CONTRACTOR hereby represents and warrants to the CITY the following:

A. The CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.

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

SECTION 18. INDEPENDENT CONTRACTOR.

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

SECTION 19. RELATIONSHIP OF PARTIES.

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

SECTION 20. THIRD-PARTY BENEFICIARIES.

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

SECTION 21. FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force majeure shall include, but not be limited to, hostilities, terrorism, revolution, civil insurrection, strike, epidemic, fire, flood, windstorm, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 22. TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement as to all dates and time periods. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

SECTION 23. FURTHER ASSURANCES.

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 24. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 25. INDEMNITY.

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the Agreement. The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

SECTION 26. INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT.

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 27. SOVEREIGN IMMUNITY.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the CITY's potential liability under state or federal law. The CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this Agreement.

SECTION 28. COURT ACTIONS/CHOICE OF LAW.

Except as expressly prohibited by law:

A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law;

B. The parties unequivocally waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court; and

C. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 29. CITY AS A MUNICIPAL CORPORATION.

Nothing contained herein shall be interpreted to require the CITY as a municipal corporation to (i) to take any action or refrain from taking any action that would be adverse to is status as a municipal corporation, or (ii) to take or refrain from taking any action not specifically required by this Agreement.

SECTION 30. BINDING EFFECT.

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 31. ASSIGNMENT.

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security, except as otherwise specifically provided for in this Agreement in case of default.

SECTION 32. AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES.

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so

independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 33. SEVERABILITY.

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

SECTION 34. WAIVER.

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 35. NOTICES.

Whenever any notice, demand, or request is required or permitted, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the addresses below.

If to the CITY:
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
Attention: City Manager
Telephone: (407) 262-7700 x 1130
Fax: (407) 262-7745

If to CONTRACTOR:
Milestone Professional Services, Inc.
1970 East Osceola Parkway, Suite 350
Kissimmee, Florida 34743
Attention: Donna Collins, President
Telephone: (352) 408-4949
Fax: (352) 357-7412

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to. However, at no time will any Party be required to send more than an original and two copies of any notice, demand, or request required or

permitted. Written requirements of the Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. No Party may claim any waiver by another Party of such notice requirements based upon such other Party having actual knowledge, implied, oral or constructive notice, lack of prejudice or any other ground as a substitute for failure of a Party to comply with the express written notice requirements herein. Electronic e-mails do not constitute effective notice under this Agreement.

SECTION 36. PROJECT MANAGERS.

The CITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Rebecca Bowman, Finance Director
City of Casselberry – Finance Department
95 Triplet Lake Drive
Casselberry, Florida 32707
Telephone: (407) 262-7700, extension 1139
Email: rbowman@casselberry.org

B. The CONTRACTOR Project Manager's contact information is as follows:

Donna Collins, President
Milestone Professional Services, Inc.
1970 East Osceola Parkway, Suite 350
Kissimmee, Florida 34743
Telephone: (352) 408-4949
Email: donna@milestoneps.com

SECTION 37. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 35 hereof.

SECTION 38. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted

contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 39. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 40. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 41. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 42. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 43. ADMINISTRATIVE PROVISIONS.

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's

internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 44. ARMS-LENGTH NEGOTIATIONS.

This Agreement is the result of bona fide arms-length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 45. INTEGRATION/AMENDMENT.

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR, and is subject to such reasonable modifications as may be required by the CITY's insurer(s), if any. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 46. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 26th day of September, AD 2016.

CITY OF CASSELBERRY, FLORIDA

By: Charlene Glancy
Charlene Glancy
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: Donna G. Gardner
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City Commission meeting of:

9/26/16

MILESTONE PROFESSIONAL SERVICES, INC.

By: Donna Collins

Print: Donna Collins

Title: President

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was executed before me this 6th day of Sept, AD 2016, by Donna Collins as President of Milestone Professional Services, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

ANGELA HOLSTEIN
MY COMMISSION # FF223303
EXPIRES May 12, 2019
(407) 398-0153 FloridaNotaryService.com

Angela Holstein
NOTARY PUBLIC, State of Florida

(Stamp)

Exhibit "A"
Scope of Services

1. Description of City Structure.

A. Form of Government.
The City operates under a Commission/Manager form of government and provides the following services to its residents:

i. Police;
ii. Construction and maintenance of streets, bridges, sidewalks, storm drainage, public parks, community, and recreational facilities;
iii. City planning, zoning, subdivision and building code regulation, and enforcement;
iv. Supervised recreation programs;
v. Redevelopment of declining commercial and residential areas;
vi. Water, sewer, and reclaimed water services;
vii. Residential solid waste collection services; and
viii. Municipal golf course.

B. Fiscal Year Definition.
The City's fiscal year commences on October 1st and ends on September 30th.

C. Fund Structure.
As of the time of award of this Agreement the fund structure is as follows:

Fund Type	Number of Individual Funds
General Fund	1
Enterprise Funds	5
Special Revenue Funds	17
Capital Projects Funds	3
Debt Service Funds	1

NOTE: Other funds and/or component units to be audited may be added throughout the term of this Agreement.

D. Component Units.
The Community Redevelopment Agency (CRA) is an incremental tax district created by City Ordinance pursuant to Florida Statutes Section 163.356. The City Commission serves as the CRA Board. The City Commission approves the budget and expenditures. The CITY performs the accounting functions for the CRA. The CRA is a blended component of the CITY classified as major fund.

E. Pension Plans.
The CITY maintains defined benefit retirement system which is a combined plan for Police Officers and Firefighters. The Police/Fire plan is administered by a separate Board of Trustees. The CITY is responsible for funding liabilities based upon actuarial valuations. General employees participate in

a defined contribution plan.

Note: The CITY's various financial reports are accessible and available from the CITY's website at: http://www.casselberry.org/index.aspx?nid=381

F. Basis of Accounting.
   i. All Governmental funds are accounted for using the modified accrual basis of accounting.
   ii. All Proprietary and Pension Trust funds are accounted for using the accrual basis of accounting.
   iii. The City did not have a Schedule of Expenditures of Federal Awards or a State of Florida Financial Assistance for the year ended September 30, 2015. The City expects that the grant volume will be consistent with this level of activity for the duration of the awarded agreement. However, should the City experience or incur activity for any of the items outlined herein; the successful proposer shall provide and include the necessary work to include such activity as part of the annual audit.

G. Computer System.
   As of the time of award of this Agreement the City financial application software is the Naviline® platform provided by Sungard Public Sector.

2. Scope of Services Minimum Requirements.

The CITY desires the CONTRACTOR to provide services to assist with the preparation and compilation of the CITY's Comprehensive Annual Financial Report (CAFR) for fiscal years 2016, 2017, 2018, 2019 and 2020; including the basic financial statements and notes to the financial statements.

A. The CONTRACTOR will also assist with the basic preparation of financial statements; including Management Discussion and & Analysis (MD&A), statistical section, and completion of entire document into final Adobe® PDF format for print utilizing the CAFR preparation software.

B. The CONTRACTOR will assist with audit questions that directly impact the CAFR.

C. The CONTRACTOR will develop a list of required information for the preparation of the CAFR.

D. The CONTRACTOR will ensure the CAFR is prepared in compliance with generally accepted accounting (GAAP) for state and local governments and conforms to applicable Government Accounting Standard Board (GASB) pronouncements.

E. The CONTRACTOR will ensure that all requirements for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting are met in order for the CITY to continue its participation in said program.

F. The CONTRACTOR will also advise and/or assist CITY management with the implementation of new GASBs.

G. The CONTRACTOR will work with the CITY staff to adhere to the established audit schedule.

H. In addition to the accounting services, the CITY may request that the CONTRACTOR provide additional consulting services outside the performance of the accounting services. The

CONTRACTOR and the CITY will separately negotiate a fee for each instance that consulting services are requested.

3. The CONTRACTOR's General Work Plan.

3.1. The CONTRACTOR will work with the CITY and the CITY's auditors to determine the timing of the initial upload of the general ledger and to agree on a timeline for deliverables for each fiscal year. This initial task will also include a discussion with designated CITY staff to identify any assistance needed with new GASB standards and their application.

3.2. Actual preparation of the CAFR begins with an upload of the trial balance into the CAFR preparation software mapping to their respective financial statement line. When applicable, new accounts will need to be mapped to the correct account line for both fund level and entity wide statements. The CAFR preparation software entity-wide conversion worksheet tool will be used to input the current year reconciling amounts to arrive to the correct amounts entity-wide financial statements. Cash flow statements and the reconciliation statements will be developed independent of the CAFR preparation software, and input via the document editor process.

3.3. Footnote preparation is done concurrently with the CITY's assistance. As the CITY completes the items needed for the footnotes, the CONTRACTOR will update the information in the document editor of the CAFR preparation software. Updating the statistical section, MD&A and the entire introductory section into the CAFR preparation software will be performed by the designated CITY staff. Once these sections are completed, the CONTRACTOR will begin a technical review of the entire document for completeness and alignment with the GFOA Certificate program requirements.

3.4. The CITY will also review the CAFR with the CITY's auditors. Any review comments and suggestions will be discussed with designated CITY staff and applicable changes made. Upon completion of this process, a final Adobe PDF will be created of the completed CAFR.

3.5. General Project Schedule:

Month	Task	Staff Hours	Executive Hours
September	Review of CAFR preparation software to determine initial timeline for preliminary general ledger upload.		1
September	Discussion with CITY staff and CITY's auditors to develop timeline for deliverables and any needed technical assistance for new GASB standards.		2
September – March	Provide needed technical assistance regarding new accounting standards.		12
December	Prepare a list of items needed for year-end CAFR preparation.		4
December	Assist the CITY with upload of general ledger to CAFR preparation software and with mapping of new accounts as needed.		4

Month	Task	Staff Hours	Executive Hours
December	Review of fund level statements created by CAFR preparation software for any unmapped accounts or format issues that need to be addressed. Work with CAFR preparation software to address and correct any issues.	8	8
December – January	Obtain date for footnote preparation, review and communicate any noted errors or corrections to designated CITY staff. Obtain revised schedules and review as deemed necessary.	8	16
January – February	Update entity wide conversion workbook; determine journal entries that should roll into the next fiscal year and input amounts to create entity wide statements within the CAFR preparation software.	8	16
January – February	Prepare footnotes and input into the CAFR preparation software via the document editor.	16	24
January – February	Obtain statistical section tables and data from the CITY to create this section of the CAFR within the CAFR preparation software.	8	4
January – February	Obtain MD&A draft from designated CITY staff and review. Communicate any needed changes. Once changes are made, assist in bringing the MD&A into the CAFR preparation software via the document editor.	8	8
January – February	Compile the entre CAFR and perform a technical review for compliance with the requirements of the GFOA Certificate program. Make needed changes.	8	16
February	Provide CAFR to the designated CITY staff and CITY's auditors for review. Along with the assistance of designated CITY staff, address any review comments.		4
February	Prepare the final Adobe PDF document for printing.		4
Estimated Number of Hours		**64**	**123**

NOTE: The exact timing and workflow of the above general project schedule to be determined via planning with designated CITY staff and the CITY's auditors.

Exhibit "B"
Pricing Schedule

Item	Description Accounting Services	Annual Lump Sum Fee
1.	LUMP SUM FEE FY 2016 (10/01/2015 – 09/30/2016)	$17,050.00
2.	LUMP SUM FEE FY 2017 (10/01/2016 – 09/30/2017)	$17,050.00
3.	LUMP SUM FEE FY 2018 (10/01/2017 – 09/30/2018)	$18,280.00
4.	LUMP SUM FEE FY 2019 (10/01/2018 – 09/30/2019)	$18,280.00
5.	LUMP SUM FEE FY 2020 (10/01/2019 – 09/30/2020)	$19,200.00
6.	Miscellaneous Consulting Services – to be provided on an as-needed basis **[NOT TO EXCEED AMOUNT]**	$20,140.00
6.	**TOTAL**	**$110,000.00**

RESOLUTION NO. 2018-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of November, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 14

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/31/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 6,000)	001-1600-513.39-00		CONTINGENCY	$ 498,192	$ 198,192	$ 192,192	$ 192,192
($ 6,000)	421-4010-536.39-00		CONTINGENCY	$ 1,570,295	$ 1,451,261	$ 1,445,261	$ 1,445,261
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 12,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,000	001-1600-513.31-00		PROFESSIONAL SERVICES	$ 0	$ 0	$ 6,000	$ 12,000
$ 6,000	421-4010-536.31-00		PROFESSIONAL SERVICES	$ 351,899	$ 351,899	$ 357,899	$ 172,419
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 12,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Staff is requesting approval to piggyback off of the City of Casselberry RFP-2016-0041 with Milestone Professional Services (MPS) for Accounting Services/miscellaneous consulting services in an amount not-to-exceed $12,000 for assistance with debt compliance, financial reporting and other accounting issues. Agenda 18-547

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/14/18 *RESOLUTION #:* 2018-105

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

10/31/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.10.31 14:38:54 -04'00')	11/1/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.11.01 10:58:12 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/1/18	Katherine Ennis (Digitally signed by Katherine Ennis)	11/1/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.11.01 11:30:17 -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 #:	18-549	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	10/31/2018		**In control:**	City Council	
On agenda:	11/14/2018		**Final action:**		
Title:	Request authorization to award a multi-year task order and purchase order to Infrastructure Solution Services, LLC. (ISS) for Design and Engineering Services related to the Riverfront Park Promenade Improvements Project, under the Civil Engineering Continuing Services Agreement RFQ-16-01-COC-A, for the 100% design, Competitive Bid Package Preparation, and Construction Engineering Services through to Project Completion in the amount of $66,320, including bidding and construction engineering services. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Quote COC-18-16 - City of Cocoa Promenade Project ISS Design Task Order $66,320.pdf TO (2019-16) ISS -- 10.31.18 - $66320 - PW.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2018
Agenda Date: November 14, 2018
Prepared By: Frank Mirabito, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer

Requested Action:

Request authorization to award a multi-year task order and purchase order to Infrastructure Solution Services, LLC. (ISS) for Design and Engineering Services related to the Riverfront Park Promenade Improvements Project, under the Civil Engineering Continuing Services Agreement RFQ-16-01-COC-A, for the 100% design, Competitive Bid Package Preparation, and Construction Engineering Services through to Project Completion in the amount of $66,320, including bidding and construction engineering services.

BACKGROUND:

After Hurricane Irma passed through Brevard County in September 2017, the Indian River Lagoon sustained extensive damage to the shoreline of Cocoa's Lee Wenner Park and surrounding areas. While the county sustained minimal damage, the waterfront parks were severely impacted by the strong tropical force winds and heavy rains. The City made temporary repairs to reopen Lee Wenner Park to visitors and boaters that frequent the park as a travel destination along the Indian River Lagoon. Among those repairs were minimal shoreline stabilization to stop further erosion, repairs to sidewalks, repairs to the boat launch area and securing the walkway and rails between Lee Wenner

Park and Riverfront Park. These repairs were made for the safety of the visitors as Lee Wenner Park was the only park open in the Central Brevard area for boat access.

The City, recognizing the need to rebuild the Community Amenities that were lost to Hurricane Irma, has planned for and is at the point of final design and construction of the Promenade and Overlook(s) that were destroyed in the storm. This work completed to date includes the updated Waterfront Master Plan and Cocoa CRA updated Redevelopment Plan that includes construction of the replacement boardwalk now known as the Promenade with related Overlook(s). This construction will make the waterfront more engaging for residents and visitors consistent with the original intention of the prior structure. In 2014 the residents of Cocoa approved a referendum to protect and preserve the scenic vista of the Indian River Lagoon east of Riverfront Park. The re-building of the promenade boardwalk area ensures access by residents and visitors is optimized consistent with the 2014 referendum.

Infrastructure Solution Services, LLC. was instrumental in updating the Waterfront Master Plan, including this project, in addition to the Shoreline Restoration Project and the T-dock and Day Slips projects. Infrastructure Solution Services, LLC. (ISS) has developed the Scope of Work for this request. A Public Meeting regarding the Waterfront Reconstruction was conducted on Thursday November 8th, 2018 to gather community input regarding the design and usage of the future project.

This project has the potential to span two fiscal years (FY2019 and FY2020). Staff requests authorization to proceed with a multi-year purchase agreement with ISS LLC, in the amount of $66,320 for 100% Design for the Promenade and Overlook(s) project.

STRATEGIC PLAN CONNECTION:

This project will improve the image and increase the economic development opportunities for the City. This project is also consistent with the Cocoa Redevelopment Agencies Redevelopment Plan and updated Waterfront Master Plan. It will also improve the boating opportunities for residents and visitors to Cocoa.

BUDGETARY IMPACT:

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

FY2019 - FY2020
Budgeted

Amount Requested	$ 66,320
Account Number	_302-3580-519-63-00
Account Name	_Capital Projects - Infrastructure
Project Number	ES17HI

PREVIOUS ACTION:

December 8, 2015 Council meeting, Item # VIII.2 (Approve ranking of Civil Engineering Services).

RECOMMENDED MOTION:

Request authorization to award a multi-year task order and purchase order to Infrastructure Solution Services, LLC. (ISS) for Design and Engineering Services related to the Riverfront Park Promenade Improvements Project, under the Civil Engineering Continuing Services Agreement RFQ-16-01-COC-A, for the 100% design, Competitive Bid Package Preparation, and Construction Engineering Services through to Project Completion in the amount of $66,320, including bidding and construction engineering services.

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TASK ORDER COC-18-16
CITY OF COCOA
RIVERFRONT PARK PROMENADE IMPROVEMENTS

Section I. BACKGROUND

The City of Cocoa is in the midst of a downtown redevelopment and revitalization effort. To assist with this redevelopment and enhancement of the downtown and waterfront areas the City is doing repairs to the waterfront promenade. The impacts of Hurricane Irma in September 2017 resulted in significant damage on the Riverfront Park pedestrian walkways along this waterfront area. The City would like to replace the riverfront structures that were damaged from the Hurricane. The City with ISS-GAI Team has just completed a Waterfront Master Planning effort that included public input to develop these waterfront improvements including the Riverfront Park Promenade Improvements. The City of Cocoa has requested this Task Order from the Infrastructure Solution Services (ISS) Team to provide these professional services working with the City Team on this important project. These services are in addition to the previously approved task order to develop conceptual layouts for the promenade.

Section II. SCOPE OF SERVICES, Field Services, Preliminary Design Services, Final Design Services, Bidding Services, Engineering Services during Construction

TASK 1 FIELD SERVICES

a) Field Services – Surveying
Completed under a previous task order to develop concepts for the Promenade

b) Field Services - Geotechnical
The geotechnical investigation services that will be required for the proposed Promenade Structures and will be contracted directly by the City.

TASK 2 DESIGN SERVICES

a) Preliminary (40%) Design Submittal Services

This effort will include the preliminary design for the Cocoa Riverfront Park proposed Promenade. This preliminary design work will be for the improvements required for the complete replacement of the Promenade walkway. This process will result in a preliminary design document with conceptual level cost estimates that the City/ISS Team can review and use in determining the preferred type and extent of the Promenade Project. This work will be completed upon receiving direction on the preferred conceptual layout from the Public Meeting. This effort will incorporate the comments received in the public meeting and result in the City approved Promenade Plan carried forward into the final design phase.

b) Final (90%) Design Submittal Services
The Engineer shall prepare and submit (90%) design construction plans and cost estimate for the Promenade. This submittal shall include the Promenade features from the waterfront master planning work. This submittal will be reviewed by the City Staff. City review comments are to be provided to the Engineer at a meeting to be carried forward into the 100% phase.

c) Final (100%) Design Submittal Services
The Engineer shall prepare and submit final (100%) construction plans for the Promenade. This submittal shall include the Promenade features from the waterfront master planning work. This submittal will be provided to the City Staff. This submittal will be approved by the City Staff for bidding purposes.

d) Permitting Services
The ISS Team will meet with the COE and WMD for the permitting for this project. The project will include the ERP permitting for the work associated with the Cocoa Promenade including driving piles. Should the project require a submerged land lease or similar permitting, those requirements will be readdressed by the City of Cocoa and the ISS Team.

TASK 3 BIDDING SERVICES

a) Compile the bid documents in PDF format and provide to the City for bidding purposes
b) Attend the pre-bid meeting
c) Prepare answers to bidder questions for the City to use in preparation and distribution of bid addenda
d) Review bids and investigate bidder qualifications
e) Prepare a written recommendation for award of the construction contract

TASK 4 ENGINEERING SERVICES DURING CONSTRUCTION

a) Attend the pre-construction conference.
b) Review and approve shop drawings.
c) Review and answer Contractor requests for information (RFI.)
d) Provide field observations at critical points in the construction for certification. Twenty field Inspector field visits are anticipated.
e) Review and approve Contractor pay requests.
f) Substantial completion review.
g) Final completion review.
h) Approve and submit final record drawings and operation and maintenance manuals.
i) Prepare certificates of completion to submit to agencies and close out the project.

Section III. SUBCONSULTANTS

The ISS Team will not utilize subconsultants for this project.

Section IV. PERMITTING

Environmental Resource Permitting is anticipated by the ISS Team on this project.

Section V. OWNER'S RESPONSIBILITY

The City of Cocoa will provide all available design related information on the existing Promenade. The City will mark up City related utilities or other infrastructure to be avoided in this project. The City will review and provide comments on all design submittals. The City will be responsible for all permit fees, as required.

Section VI. DELIVERABLES

The ISS Team will provide the following deliverables to the City of Cocoa:

#	*Deliverables*
1	Three (3) sets of the Preliminary (40%) Design Info and Cost Estimate
2	Three (3) sets of the 90% Plans (11x17), Specs, and Cost Estimate
3	Three (3) sets of the final 100% with final ready-to-bid Plans Contract Documents
4	One (1) Electronic copy of the Final 100% Contract Documents in PDF

Section VII. SCHEDULE

This ISS project schedule was developed based on similar waterfront structure design projects and ISS will make every effort to beat this design schedule and meet the City desired schedule. The scheduled calendar days start from receipt of the City provided information and NTP to the ISS Team.

TASK NAME	*TASK DAYS*	*CUMUL DAYS*
Field Surveying & Geotechnical Services (by City)	30	30
Draft Preliminary (40%) Design & ISS QC Review	30	60
Owner Preliminary Design Review	10	70
90% Plans, Specs, Cost Estimate, Permit Submittal	45	115
Submit Permit Applications	20	115
Owner 90% Plans Review & ISS QC Review	10	125
100% Plans, Specs, Contract Bid Documents	20	145
Total Duration for Design Phase		145

** Permit submittal and Approval will occur simultaneous to Owner 90% review.*

Section VIII. METHOD OF COMPENSATION

The City of Cocoa shall compensate the ISS Team for this Promenade scope of work at the lump sum fee amount of Sixty-Six Thousand Three-Hundred Twenty Dollars and Zero Cents ($66,320.00). The fee cost breakdown for this City of Cocoa Riverfront Park Promenade Project is below. This fee is in addition to the previously approved task order for the conceptual layout.

At the direction of the City of Cocoa, ISS may be requested to provide additional services. These additional services would be requested and approved by the City of Cocoa. ISS will invoice the City of Cocoa based on the percentage of work actually completed on this project.

TASK #	*TASK NAME*	*COST*
1	Field Services Coordination for surveying services	$ 2,800
2	Preliminary and Final Design and Permitting Services	$ 43,640
3	Bidding Services	$ 6,200
4	Engineering Services during Construction	$ 13,680
	TOTAL COST	**$66,320**

Section IX. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

INFRASTRUCTURE SOLUTION SERVICES

Thomas M Vill

Thomas M. Vill, P.E.
Principal

10/30/18
Date

CITY OF COCOA

Date

INFRASTRUCTURE SOLUTION SERVICES CY 2016 STANDARD HOURLY BILLING RATES	
CORPORATE POSITION	BILLING RATE
ENGINEER INTERN I	$60.00
ENGINEER INTERN II	$65.00
ENGINEER I	$75.00
ENGINEER II	$90.00
ENGINEER III	$105.00
ENGINEER IV	$120.00
ENGINEER V	$130.00
ENGINEER VI	$140.00
ENGINEER VII	$150.00
ENGINEER VIII	$160.00
PROJECT PROFESSIONAL I	$75.00
PROJECT PROFESSIONAL III	$105.00
PROJECT PROFESSIONAL V	$130.00
PROJECT PROFESSIONAL VII	$150.00
DRAFTSMEN/TECHNICIAN I	$50.00
DRAFTSMEN/TECHNICIAN II	$65.00
DESIGNER I	$75.00
DESIGNER II	$85.00
PROJECT REPRESENTATIVE I	$65.00
PROJECT REPRESENTATIVE II	$80.00
SURVEY CREW - 2 MAN	$100.00
PROFESSIONAL SURVEYOR	$100.00
ADMINISTRATIVE ASSISTANT	$50.00

INFRASTRUCTURE SOLUTION SERVICES CY 2016 STANDARD HOURLY BILLING RATES	
CORPORATE POSITION	BILLING RATE
ENGINEER INTERN I	$60.00
ENGINEER INTERN II	$65.00
ENGINEER I	$75.00
ENGINEER II	$90.00
ENGINEER III	$105.00
ENGINEER IV	$120.00
ENGINEER V	$130.00
ENGINEER VI	$140.00
ENGINEER VII	$150.00
ENGINEER VIII	$160.00
PROJECT PROFESSIONAL I	$75.00
PROJECT PROFESSIONAL III	$105.00
PROJECT PROFESSIONAL V	$130.00
PROJECT PROFESSIONAL VII	$150.00
DRAFTSMEN/TECHNICIAN I	$50.00
DRAFTSMEN/TECHNICIAN II	$65.00
DESIGNER I	$75.00
DESIGNER II	$85.00
PROJECT REPRESENTATIVE I	$65.00
PROJECT REPRESENTATIVE II	$80.00
SURVEY CREW - 2 MAN	$100.00
PROFESSIONAL SURVEYOR	$100.00
ADMINISTRATIVE ASSISTANT	$50.00

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The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6732340&GUID=D16A32E3-BB2B-4DAF-985E-A9AD77D45C84* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	18-550	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	10/31/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Request authorization to amend and award a multi-year task order and issue a change order to PO# 73217 adding $93,640.00 to Infrastructure Solution Services, LLC. for Design and Engineering Services related to the T-Dock and Day Slips Project, under the Civil Engineering Continuing Services Agreement RFQ-16-01-COC-A, for the 100% design, Competitive Bid Package Preparation, and Construction Engineering Services through to Project Completion for a total project cost of $141,140.00. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa T-Dock and Day Slips Project ISS Design Task Order r11-7-18.pdf TO (2018-12.1) ISS -10.31.18-$93640 - PW.pdf FY 2018 TO-PW-ISS-Task Order#-08.13.18-$47,500.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2018
Agenda Date: November 14, 2018
Prepared By: Frank Mirabito, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer

Requested Action:

Request authorization to amend and award a multi-year task order; and issue a change order to PO# 73217 adding $93,640.00 to Infrastructure Solution Services, LLC. for Design and Engineering Services related to the T-Dock and Day Slips Project, under the Civil Engineering Continuing Services Agreement RFQ-16-01-COC-A, for the 100% design, Competitive Bid Package Preparation, and Construction Engineering Services through to Project Completion for a total project cost of $141,140.00.

BACKGROUND:

After Hurricane Irma passed through Brevard County in September 2017, the Indian River Lagoon sustained extensive damage to the shoreline of Cocoa's Lee Wenner Park and surrounding areas. While the county sustained minimal damage, the waterfront parks were severely impacted by the strong tropical force winds and heavy rains. The City made temporary repairs to reopen Lee Wenner Park to visitors and boaters that frequent the park as a travel destination along the Indian River Lagoon. Among those repairs were minimal shoreline stabilization to stop further erosion, repairs to

sidewalks, repairs to the boat launch area and securing the walkway and rails between Lee Wenner Park and Riverfront Park. These repairs were made for the safety of the visitors as Lee Wenner Park was the only park open in the Central Brevard area for boat access.

The City, recognizing the need to rebuild the Community Amenities that were lost to Hurricane Irma, is in the process of restoring the T-Dock and Day Slips that were destroyed in the storm. This work included updating the Waterfront Master Plan to include construction of the replacement 150' feet T-Dock, including enhancing it with an additional 100' (40%) for a total of 250' of T-dock. This project also includes replacing 8 day slips that were also destroyed with an additional 6 (42.8%) day slips as enhancement. The extension of the T-Dock and the additional Day Slips are both projects that are funded by the Cocoa CRA and associated grant proceeds as identified in the Cocoa CRA Redevelopment Plan. This task will complete the design and engineering for construction of the marine structures.

In order to expedite the construction of the T-Dock and Day Slips the City originally planned to complete a 40% design and receive community input for final design. The input and 40% design would then be bid for final design and construction. Staff has recently learned if reimbursement from FEMA is sought for the construction of the T-Dock and Day Slips, it would be better practice to complete 100% of the design and engineering prior to the project being advertised for competitive bid and construction.

Infrastructure Solution Services, LLC. was instrumental in updating the Waterfront Master Plan, including this project, in addition to the Shoreline Restoration Project and the forthcoming Riverfront Park Promenade and Overlook(s) project. Infrastructure Solution Services, LLC. (ISS) has developed the Scope of Work for this request. A Public Meeting regarding the Waterfront Reconstruction was conducted on Thursday November 8th, 2018 to gather community input on the final design of the projects.

These projects have the potential to span two fiscal years (FY2019 and FY2020). Previously, Purchase Order # 73217 for $47,500 was issued to ISS for 40% design that was completed in FY 2018. Staff requests authorization to proceed with a multi-year agreement with ISS LLC, adding an additional $93,640 for a project total of $141,140 for 100% Design and Construction of the T-Dock and Day Slips Project.

Upon completion of the T-Dock and Day Slips project, the City will embark on additional construction projects to rebuild the Promenade and Overlook(s) destroyed by Hurricane Irma.

STRATEGIC PLAN CONNECTION:

This project will improve the image and increase the economic development opportunities for the City. This project is also consistent with the City's Waterfront Master Plan. It will also improve the boating opportunities for residents and visitors to Cocoa.

BUDGETARY IMPACT:

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

FY2018
Budgeted

Amount Requested	$ 47,500
Account Number	_001-1601-525-63-00
Account Name	_Emergency Disaster Services - Infrastructure

FY2019
Budgeted

Amount Requested	$ 93,640
Account Number	_302-3580-519-63-00
Account Name	_Capital Projects - Infrastructure
Project Number	_ES17HI

PREVIOUS ACTION:

December 8, 2015 Council meeting, Item # VIII.2 (Approve ranking of Civil Engineering Services). Previous Task Order COC-011-18 (PO# 73217) in the amount of $47,500 was issued on August 28th, 2018.

RECOMMENDED MOTION:

Request authorization to amend and award a multi-year task order; and issue a change order to PO# 73217 adding $93,640 to Infrastructure Solution Services, LLC. for Design and Engineering Services related to the T-Dock and Day Slips Project, under the Civil Engineering Continuing Services Agreement RFQ-16-01-COC-A, for the 100% design, Competitive Bid Package Preparation, and Construction Engineering Services through to Project Completion.

TASK ORDER COC-18-15
CITY OF COCOA
LEE WENNER PARK T-DOCKS AND DAY SLIPS

Section I. BACKGROUND

The City of Cocoa is in the midst of a downtown redevelopment and revitalization effort. To assist with this redevelopment and enhance resident enjoyment the City recently took over ownership of Lee Wenner Park from Brevard County. The impacts of Hurricane Irma in September 2017 on Lee Wenner Park resulted in significant damage to the shoreline and amenities of Lee Wenner Park. The City would like to replace the T-Docks and the Day Slips that were demolished from the Hurricane. The City has just completed a Waterfront Master Planning effort that included public input to develop these waterfront improvements including these T-Docks and Day Slips. The City of Cocoa previously issued a purchase order to the Infrastructure Solution Services (ISS) Team to prepare a design criteria package for the City's use in securing a Design-Builder for the project. To meet FEMA funding requirements, the City must contract through a Design-Bid-Build process and so this task order is for the additional work to prepare the necessary design and bid documents for the project.

Section II. SCOPE OF SERVICES, Field Services, Preliminary Design Services, Final Design Services

TASK 1 FIELD SERVICES

Field Services – Surveying
The scope of services will be for the surveying services required for the design of the T-Dock and Day Slips Project. The specific services to be provided include the following:

Surveying services will include:

- Site-specific surveying including the waterfront and water where the proposed T-Dock and Day Slips will be constructed.
- Underwater locates for areas requiring clarity where the prior T-Dock and Day Slips were located

TASK 2 DESIGN SERVICES

Preliminary (40%) Design Submittal Services
This effort will include the preliminary design for the Lee Wenner Park proposed T-Dock and Day Slips (see Attachment A for location) and was part of the previous issued purchase order for the design criteria package. A presentation will be made to the public showing the conceptual design of the T-Dock and Day Slips.

Final (90%) Design Submittal Services
The Engineer shall prepare and submit (90%) design construction plans and cost estimate for the T-Dock and Day Slips. This submittal shall include the T-Dock and Day Slip features from the waterfront master planning work. This submittal will be reviewed by the City Staff. City review comments are to be provided to the Engineer at a meeting to be carried forward into the 100% phase.

Final (100%) Design Submittal Services
The Engineer shall prepare and submit final (100%) construction plans for the T-Dock and Day Slips. This submittal shall include the T-Dock and Day Slip features from the waterfront master planning work. This submittal will be provided to the City Staff. This submittal will be approved by the City Staff for bidding purposes.

Permitting Services
The ISS Team will meet with the COE and WMD for the permitting for this project. The project will include the ERP permitting for the work associated with the Cocoa T-Dock and Day Slips. Should the project require a submerged land lease or similar permitting, those requirements will be readdressed by the City of Cocoa and the ISS Team.

The fee for design services is divided into three categories:
a) Cost of designing the replacement of the existing wood structure Day Slips and T-Docks
b) Additional cost of upgrading the Day Slips and T-Docks from the original wood structures to more durable floating concrete structures
c) Additional cost to design the additional 100 ft of T-Dock beyond the original length of T-Dock
d) Design of additional six (6) day slips

TASK 3 BIDDING SERVICES
a) Compile the bid documents in PDF format and provide to the City for bidding purposes
b) Attend the pre-bid meeting
c) Prepare answers to bidder questions for the City to use in preparation and distribution of bid addenda
d) Review bids and investigate bidder qualifications
e) Prepare a written recommendation for award of the construction contract

TASK 4 ENGINEERING SERVICES DURING CONSTRUCTION
a) Attend the pre-construction conference.
b) Review and approve shop drawings.
c) Review and answer Contractor requests for information (RFI.)
d) Provide field observations at critical points in the construction for certification. Twenty field Inspector field visits are anticipated.
e) Review and approve Contractor pay requests.
f) Substantial completion review.
g) Final completion review.
h) Approve and submit final record drawings and operation and maintenance manuals.
i) Prepare certificates of completion to submit to agencies and close out the project.

Section III. SUBCONSULTANTS

The ISS Team will utilize a specialty surveying, and an environmental subconsultant as necessary on this project.

Section IV. PERMITTING

Environmental Resource Permitting is anticipated by the ISS Team on this project.

Section V. OWNER'S RESPONSIBILITY

The City of Cocoa will provide all available design related information on the existing T-Dock and Day Slips. The City will mark up City related utilities or other infrastructure to be avoided in this project. The City will review and provide comments on the preliminary design, and the 90% design documentation. The City will be responsible for all permit fees, as required.

Section VI. DELIVERABLES

The ISS Team will provide the following deliverables to the City of Cocoa:

#	***Deliverables***
1	Three (3) sets of the Preliminary Design Info and Cost Estimate
2	Three (3) sets of the 90% Plans (11x17) and Cost Estimate
3	Three (3) sets of the final 100% with final ready-to-bid Plans Contract Documents
4	One (1) Electronic copy of the Final 100% Contract Documents in PDF

Section VII. SCHEDULE

This ISS project schedule was developed based on similar marine structure design projects and ISS will make every effort to beat this design schedule and meet the City desired schedule. The scheduled calendar days start from receipt of the City provided information and NTP to the ISS Team.

TASK NAME	***TASK DAYS***	***CUMUL DAYS***
Field Surveying Services (includes call out/markings)	completed	completed
Draft Preliminary Design of T-Dock	completed	completed
Owner Preliminary Design Review	completed	completed
90% Plans, Specs, Cost Estimate	45	45
Owner 90% Plans Review & ISS QC Review	10	55
Permit Review Approvals	25	80
100% Plans, Specs, Contract Documents	30	110
Total Duration for Design Phase		110

Section VIII. METHOD OF COMPENSATION

The City of Cocoa shall compensate the ISS Team for this T-Dock and Day Slip scope of work at the lump sum fee amount of Ninety-Three Thousand Six Hundred Forty Dollars and Zero Cents ($93,640.00). The fee cost breakdown for this City of Cocoa T-Docks and Day Slips Project is below.

At the direction of the City of Cocoa, ISS may be requested to provide additional services. These additional services would be requested and approved by the City of Cocoa. ISS will invoice the City of Cocoa based on the percentage of work actually completed on this project.

TASK #	***TASK NAME***	***COST***
1	Field Services Coordination for surveying services for T-Docks and Day Slips	$ 3,400
2 a.	Design Services – replace original wood structures	$24,280
2 b.	Design Services – upgrade to floating concrete dock	$12,140
2 c.	Design Services – additional length of T-Dock	$ 7,285
2 d.	Design Services – additional six (6) day slips	$ 4,855
3	Bidding Services	$ 2,540
4	Engineering Services during Construction	$ 26,240
	SUBTOTAL COST	$80,740
	SPECIAL PURPOSE SURVEY SUBCONSULTANT SERVICES	$ 4,500
	ENVIRONMENTAL SUBCONSULTANT SERVICES	$ 8,400
	TOTAL COST	**$93,640**

Section IX. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

INFRASTRUCTURE SOLUTION SERVICES

Thomas M. Vill

Thomas M. Vill, P.E.
Principal

11/7/18
Date

CITY OF COCOA

Date

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6732339&GUID=7CF85D04-F2BF-4F84-AAE7-7F840E4132C1* is a secure document that has been embedded in this document. Double click the pushpin to view.



Task Order Request Form

Continuing Services Agreement for Civil Engineering Services

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-16-01-COC(A) **Vendor:** Infrastructure Solution Services

Dept./Division Name: Public Works **Requestor:** Cheryl Meisenzahl Digitally signed by Cheryl Meisenzahl DN: dc=org, dc=cocoafl, ou=Public Works, cn=Cheryl Meisenzahl, email=cmeisenzahl@cocoafl.org Date: 2018.08.13 14:47:07 -04'00' **Date:** 8/13/18

Project Number: ES17HI **Title:** Contracts Technician

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: COC-011-18 **Dated:** 8/10/18 **Amount:** $ 47,500.00

☑ Quote Attached

Michael Giorgio Digitally signed by Michael Giorgio Date: 2018.08.13 14:50:16 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

The impacts of Hurricane Irma on Lee Wenner Park resulted in significant damage to the shoreline and amenities of Lee Wenner Park. The City would like to replace the T-Docs and the Day Slips that were demolished from the hurricane. Scope of services to include Field Services to include Project Control & Bathymetric Surveying; Preliminary Design Services to include 40% design submittal and Final Design Services to include 40% design submittal to be approved for bidding purposes, permitting services and bidding services.

Design is Construction Related: ☑ Yes ☐ No **Good Faith Estimate of Construction Value:** $ 800,000.00

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2018-12

Council Approval Required: ☐ Yes ☑ No

Reason Disapproved:

Date: 8/14/18 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2018.08.14 15:46:40 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: 8/15/18 **Signature:** John A. Titkanich Digitally signed by John A. Titkanich Date: 2018.08.15 10:03:02 -04'00' **Title:** City Manager

John A. Titkanich, Jr., AICP

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

TASK ORDER COC-011-18
CITY OF COCOA
LEE WENNER PARK T-DOCKS AND DAY SLIPS
DESIGN CRITERIA PROFESSIONAL SERVICES

Section I. BACKGROUND

The City of Cocoa is in the midst of a downtown redevelopment and revitalization effort. To assist with this redevelopment and enhance resident enjoyment the City recently took over ownership of Lee Wenner Park from Brevard County. The impacts of Hurricane Irma in September 2017 on Lee Wenner Park resulted in significant damage to the shoreline and amenities of Lee Wenner Park. The City would like to replace the T-Docks and the Day Slips that were demolished from the Hurricane. The City has just completed a Waterfront Master Planning effort that included public input to develop these waterfront improvements including these T-Docks and Day Slips. The City of Cocoa has requested this Task Order from the Infrastructure Solution Services (ISS) Team to provide these design criteria professional services working with the City Team on this important project.

Section II. SCOPE OF SERVICES, Field Services, Preliminary Design Services, Final Design Services

On-site kickoff meeting with City personnel regarding project scope, deliverables, and deadlines. Project will be to design the T-Dock and Day Slips consistent with the hardened version described in the Waterfront Master Plan Update, June 2018.

TASK 1 FIELD SERVICES

a) Field Services – Project Control and Bathymetric Surveying

Field visit and communication of the scope of services for the surveying services required for the design/build of the T-Dock and Day Slips Project.

TASK 2 DESIGN CRITERIA PACKAGE SERVICES

a) Preliminary (40%) Design Submittal Services

This effort will include the preliminary design for the Lee Wenner Park proposed T-Dock and Day Slips. This preliminary (40%) design work will be for the improvements required for the complete replacement of the T-Dock and Day Slips. This process will result in preliminary sketches, project description, performance criteria, project contractual requirements, and conceptual level opinion of probable cost that will be brought into the design criteria package document.

This 40% submittal will be reviewed by the City Staff. City review comments are to be provided to the Engineer at a meeting to be carried forward into the final design criteria package.

b) Final (40%) Design Criteria Package Services

The Engineer shall prepare and submit final design criteria package for the T-Dock and Day Slips. This submittal will be provided to the City Staff. This submittal will be approved by the City Staff for bidding purposes.

c) Permitting Services

The ISS Team will meet with the COE and WMD for the permitting for this project. The project will include the ERP permitting for the work associated with the Cocoa T-dock and

Day Slips including driving piles. A submerged land lease is not anticipated. Should the project require a submerged land lease or similar permitting, those requirements will be readdressed by the City of Cocoa and the ISS Team.

TASK 3 BIDDING SERVICES

a) Compile the bid documents in PDF format and provide to the City for bidding purposes
b) Attend the pre-bid meeting
c) Prepare answers to bidder questions for the City to use in preparation and distribution of bid addenda

Section III. SUBCONSULTANTS

The ISS Team will not require subconsultants for this project. The City will need to directly contract with a geotechnical firm, a specialty surveying firm, and an environmental subconsultant as necessary on this project.

Section IV. PERMITTING

Environmental Resource Permitting is anticipated by the ISS Team on this project.

Section V. OWNER'S RESPONSIBILITY

The City of Cocoa will provide all available design related information on the existing T-Dock and Day Slips. The City will mark up City related utilities or other infrastructure to be avoided in this project. The City will review and provide comments on the preliminary (40%) design criteria package documentation. The City will be responsible for geotechnical services, bathymetric surveying, and ecological services directly and the permit fees, as required.

Section VI. DELIVERABLES

The ISS Team will provide the following deliverables to the City of Cocoa:

#	***Deliverables***
1	Three (3) sets of the Preliminary (40%) Design Sketches
2	Three (3) sets of the Draft (40%) Design Criteria Package
3	Three (3) sets of the Final (40%) Design Criteria Package
4	One (1) Electronic copy of the Final 40% Design Criteria Package in PDF

Section VII. SCHEDULE

This ISS project schedule was developed based on similar marine structure design projects and ISS will make every effort to beat this design schedule and meet the City desired schedule. The scheduled calendar days start from receipt of the City provided information and NTP to the ISS Team.

TASK NAME	*TASK DAYS*	*CUMUL DAYS*
Field Bathymetric Surveying, Geotechnical, and Ecological Services by City	30	30
Draft Preliminary (40%) Design Criteria of T-Dock and Day Slips	30	30
Permit Submittal	5	35
Owner Preliminary Design Review	5	40
Draft Preliminary (40%) Design of T-Dock and Day Slips	10	50
Permit Review Approvals	30	65
Final Preliminary (40%) Design Criteria of T-Dock and Day Slips	10	60
Total Duration for Design Phase		60

** Permit submittal/approval and aspects of design criteria will occur simultaneously. Permit approval is estimated. Manufacturer will not be able to provide the actual dock information due to reduced project schedule deadlines.*

Section VIII. METHOD OF COMPENSATION

The City of Cocoa shall compensate the ISS Team for this T-Dock and Day Slip scope of work at the lump sum fee amount of Forty Seven Thousand Five Hundred Dollars and Zero Cents ($47,500). The fee cost breakdown for this City of Cocoa T-Docks and Day Slips Project is below.

At the direction of the City of Cocoa, ISS may be requested to provide additional services. These additional services would be requested and approved by the City of Cocoa. ISS will invoice the City of Cocoa based on the percentage of work actually completed on this project.

TASK #	*TASK NAME*	*COST*
1	Field Visit and Communication for surveying services for T-Docks and Day Slips	$ 1,740
2	Design Services	$40,260
3	Bidding Services	$ 4,100
	SUBTOTAL COST	$46,100
	EXPENSES	$ 1,400
	SUBTOTAL COST w/EXPENSES	**$47,500**
	SPECIAL PURPOSE SURVEY SUBCONSULTANT SERVICES	$ 0
	GEOTECHNICAL SUBCONSULTANT SERVICES	$ 0
	ENVIRONMENTAL SUBCONSULTANT SERVICES	$ 0
	TOTAL COST	**$47,500**

Section IX. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

INFRASTRUCTURE SOLUTION SERVICES	CITY OF COCOA
Brian Stahl, P.E. Managing Member	
08/08/18 Date	Date

CITY OF COCOA

Design Criteria Professional Services
for the City of Cocoa
T-Dock and Day Slip Replacement Project

	Hourly Labor Breakdown Estimate	Engineer VIII	Engineer VII	Engineer V	Engineer II	Project Professional VII	Project Professional III	Designer II	Project Representative II	Administ Assist
	Engineering Services	$170	$160	$140	$110	$160	$120	$90	$90	$6
	TASK 1 - FIELD SERVICES COORDINATION									
a	On-site kickoff meeting with City personnel regarding project scope, deliverables, and deadlines		4	4						
b	Comunication of the Site-specific surveying including the waterfront and water where the proposed T-Dock and Day Slips will be constructed.		2		2					
	TASK 1 - TOTAL	0	6	4	2	0	0	0	0	0
	TASK 2 - DESIGN SERVICES									
a	Prepare preliminary (40%) design sketches of T-dock and Day slips, project description, performance criteria, project contractual requirements, and opinion of probable cost		8	40	40			80		
b	Attend a preliminary design review meeting with the City		3	3						
c	Pre-application meetings. Prepare permit application and exhibits to submit to regulatory agencies. Prepare responses to Requests for Additional Information (RAI). One RAI is anticipated for each application.		8	24	80			24		
d	Finalize preliminary (40%) design sketches incorporating comments and permitting agency comments.		6	16	8			24		
	TASK 2 - TOTAL	0	19	83	128	0	0	128	0	0
	TASK 3 - BIDDING SERVICES									
a	Compile the bid documents in PDF format and provide to the City for bidding purposes		1		2					
b	Attend the pre-bid meeting.		4	4					4	
c	Prepare answers to bidder questions for the City to use in preparation and distribution of bid addenda.		1	8	8					
	TASK 3 - TOTAL	0	6	12	10	0	0	0	4	0
	TOTAL LABOR HRS	0	31	99	140	0	0	128	4	0
	TOTAL LABOR FEE	$0	$4,960	$13,860	$15,400	$0	$0	$11,520	$360	$0

CITY OF COCOA

Design Criteria Professional Services
for the City of Cocoa
T-Dock and Day Slip Replacement Project

Expenses Estimate Breakdown	Quantity	Units	Units	Units	Unit Cost		Totals	Totals	
Travel to City									
No of Trips =									
Miles per Roundtrip =									
	900				$ 0.545			$ 490.50	
CDS AND DVDS:	0				$10.00			0	
COPIES (B&W 8 1/2 x11)	1500	Per Copy			$0.10			150	
COPIES (B&W 11 x 17)	200	Per Copy			$0.50			100	
COPIES (COLOR 8 1/2 x 11)	300	Per Copy			$0.75			225	
COPIES (COLOR 11 x 17)	200	Per Copy			$1.50			300	
BLUEPRINTS (24" x 36" @ $0.20/sf):		Sheet			$1.20			0	
Miscellaneous Expenses	1	LS						134	
TOTAL ESTIMATED EXPENSES		0.00%					$ -	$ 1,400	
Subconsultant Estimate Breakdown	SUBS								
SPECIAL PURPOSE BATHYMETRIC SURVEY	$0								
GEOTECHNICAL SERVICES	$0								
ENVIRONMENTAL SERVICES	$0								
ESTIMATED COST OF SUBCONSULTANT SERVICES	$0								

SUMMARY OF TASK ESTIMATE									
ISS LABOR ESTIMATE TOTAL	$46,100								
EXPENSES ESTIMATE TOTAL	$1,400								
SUBTOTAL COST OF TASK	$47,500								
SUBCONSULTANT SERVICES	$0								
TOTAL ESTIMATED COST OF TASK	$47,500								

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2017

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

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

PRODUCER	CONTACT NAME: Yvonne Parrish
J.W. Edens & Company P.O. Box 278 Titusville FL 32781-0278	PHONE (A/C, No, Ext): (321)383-4554 FAX (A/C, No): (321)383-4523 E-MAIL ADDRESS: yparrish@jwedens.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Infrastructure Solution Services, LLC 7185 Murrell Road, Ste 101 Melbourne FL 32940	INSURER A: American Cas Co of Reading PA	20508
	INSURER B: Auto Owners Insurance	18988
	INSURER C: Continental Casualty Company	20443
	INSURER D: Transportation Insurance Co.	20494
	INSURER E: Admiral Insurance Company	24856
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		B5085402966	09/05/2017	09/05/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5120157100	05/10/2017	05/10/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			6023643269	09/05/2017	09/05/2018	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC585402997	09/05/2017	09/05/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			E00003895201	09/07/2017	09/07/2018	Aggregate Per Claim	$2,000,000 $2,000,000

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

City of Cocoa is named additional insured in respect to the General Liability- 30 days notice for cancellation other than non-payment only 10 days notice.

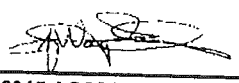
CERTIFICATE HOLDER

City of Cocoa Att: Tammy Eastburn
65 Stone Street
Cocoa FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Legislation Details (With Text)

File #:	18-512	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/11/2018			**In control:**	City Council
On agenda:	11/14/2018			**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:	Monthly Financial Report September 2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 11, 2018
Agenda Date: October 24, 2018
Prepared By: Lora Howell, Deputy Finance Director
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 September 2018 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund. This September 2018 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 2018 Budget by Classification Report - Summary Listing

Through 9/30/18

Target for September is 100%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,664,982		$ 7,595,528	$ 69,454	99%
OTHER PERMITS AND FEES	$ 3,103,557		$ 3,263,121	$ (159,564)	105%
INTERGOVERNMENTAL	$ 2,049,215		$ 2,245,127	$ (195,912)	110%
CHARGES FOR SERVICES	$ 11,336,920		$ 11,240,511	$ 96,409	99%
FINES AND FORFEITURES	$ 26,000		$ 34,056	$ (8,056)	131%
MISCELLANEOUS	$ 815,052		$ 1,018,122	$ (203,070)	125%
OTHER SOURCES (NON-REVENUE)	$ 13,217,966		$ 7,312,956	$ 5,905,010	55%
REVENUE TOTALS	**$ 38,213,692**		**$ 32,709,421**	**$ 5,504,271**	**86%**
EXPENSE					
SALARIES AND BENEFITS	$ 22,329,040		$ 20,839,363	$ 1,489,677	93%
OPERATING EXPENDITURES	$ 9,755,813	$ 376,476	$ 8,274,225	$ 1,105,112	89%
CAPITAL OUTLAY	$ 4,165,653	$ 736,644	$ 1,595,813	$ 1,833,196	56%
GRANTS, AIDS AND OTHER	$ 1,963,186	$ -	$ 924,625	$ 1,038,561	47%
EXPENSE TOTALS	**$ 38,213,692**	**$ 1,113,120**	**$ 31,634,026**	**$ 5,466,546**	86%
REVENUE TOTALS	**$ 38,213,692**	**$ -**	**$ 32,709,421**	**$ 5,504,271**	**86%**
EXPENSE TOTALS	**$ 38,213,692**	**$ 1,113,120**	**$ 31,634,026**	**$ 5,466,546**	**86%**
	$ -	**$ (1,113,120)**	**$ 1,075,395**	**$ 37,725**	

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	420,558	.00		5,046,608	4,946,704.16	98	5,046,608	99,903.84
20 00	DELINQUENT TAXES	1,250	979.15	78	15,000	3,648.43	24	15,000	11,351.57
25 00	PENALTIES RE: TAXES	424	611.96	144	5,000	17,078.33	342	5,000	12,078.33-
30 00	TAX CERTIFICATES	16,674	.00		200,000	202,261.20	101	200,000	2,261.20-
311 **	AD VALOREM	438,906	1,591.11		5,266,608	5,169,692.12	98	5,266,608	96,915.88
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	33,337	33,661.04	101	400,000	465,128.84	116	400,000	65,128.84-
312 **	SALES USE AND FUEL TAXES	33,337	33,661.04	101	400,000	465,128.84	116	400,000	65,128.84-
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	88,218	127,636.44	145	1,058,517	1,106,473.45	105	1,058,517	47,956.45-
30 00	WATER-COCOA	27,899	27,659.74	99	334,667	304,217.03	91	334,667	30,449.97
40 00	GAS	1,500	1,627.79	109	18,000	21,818.10	121	18,000	3,818.10-
80 00	PROPANE	1,131	1,611.46	143	13,484	22,061.88	164	13,484	8,577.88-
314 **	UTILITY SERVICE TAX	118,748	158,535.43	134	1,424,668	1,454,570.46	102	1,424,668	29,902.46-
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	33,644	36,399.24	108	403,706	346,528.14	86	403,706	57,177.86
315 **	COMMUNICATION SERVICE TAX	33,644	36,399.24	108	403,706	346,528.14	86	403,706	57,177.86
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	14,174	56,202.09-	397	170,000	159,608.63	94	170,000	10,391.37
316 **	LOCAL BUSINESS TAX	14,174	56,202.09-	397	170,000	159,608.63	94	170,000	10,391.37
310 ***	TAXES	638,809	173,984.73	27	7,664,982	7,595,528.19	99	7,664,982	69,453.81
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	25,000	19,097.05	76	300,000	192,215.27	64	300,000	107,784.73
10 00	TRAINING SURCHARGE	74	.00		800	623.08	78	800	176.92
322 **	BUILDING PERMITS	25,074	19,097.05	76	300,800	192,838.35	64	300,800	107,961.65
323	FRANCHISE FEES								
10 00	ELECTRICITY	66,674	90,241.65	135	800,000	638,522.49	80	800,000	161,477.51
40 00	GAS	1,212	1,953.32	161	14,500	24,895.73	172	14,500	10,395.73-
70 00	SOLID WASTE	15,016	15,591.02	104	180,170	184,155.95	102	180,170	3,985.95-
323 **	FRANCHISE FEES	82,902	107,785.99	130	994,670	847,574.17	85	994,670	147,095.83
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	135,847	.00		1,630,087	2,031,551.48	125	1,630,087	401,464.48-

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
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	174	143.71	83	2,000	5,718.57	286	2,000	3,718.57-
12 03	PENALTIES	87	12.43	14	1,000	4,560.34	456	1,000	3,560.34-
12 04	TAX CERTIFICATES	12,500	.00		150,000	169,018.03	113	150,000	19,018.03-
12 *	SERVICE	148,608	156.14		1,783,087	2,210,848.42	124	1,783,087	427,761.42-
325 **	SPECIAL ASSESSMENT	148,608	156.14		1,783,087	2,210,848.42	124	1,783,087	427,761.42-
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	2,087	1,240.00	59	25,000	7,060.00	28	25,000	17,940.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	290.00		0	4,800.00		0	4,800.00-
329 **	OTHER PERMITS & FEES	2,087	1,530.00	73	25,000	11,860.00	47	25,000	13,140.00
320 ***	OTHER PERMITS & FEES	258,671	128,569.18	50	3,103,557	3,263,120.94	105	3,103,557	159,563.94-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	12,993	27,432.97	211	155,894	65,701.70	42	155,894	90,192.30
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	12,993	27,432.97	211	155,894	65,701.70	42	155,894	90,192.30
20 01	RES OFFCR - CTY CONTRACT	2,200	26,000.00	1182	26,400	59,000.00	224	26,400	32,600.00-
20 05	DEPT OF JUSTICE GRANTS	1,959	.00		23,464	.00		23,464	23,464.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	1,286	.00		15,322	9,495.90	62	15,322	5,826.10
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	8,510	14,085.82	166	102,065	41,952.95	41	102,065	60,112.05
20 16	INTERNET CRIMES GRANT	0	.00		0	.00		0	.00
20 17	BODY WORN CAMERA GRANT	0	.00	-	0	.00		0	.00
20 *	PUBLIC SAFETY	13,955	40,085.82	287	167,251	110,448.85	66	167,251	56,802.15
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	37,507.27		0	37,507.27-
50 02	EDA-2018-DISASTER-11.307	0	.00		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	0	.00		0	37,507.27		0	37,507.27-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
70 01	NPS CIVIL RIGHTS GRANT	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	26,948	67,518.79	251	323,145	213,657.82	66	323,145	109,487.18
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,337	.00		40,000	45,371.28	113	40,000	5,371.28-
333 **	PAYMENT IN LIEU OF TAXES	3,337	.00		40,000	45,371.28	113	40,000	5,371.28-
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	6,251.21		0	6,251.21-
50 02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	0	.00		0	6,251.21		0	6,251.21-
61 10	BREVARD COUNTY EMS GRANT	0	.00		0	16,352.35		0	16,352.35-
90 30	HISTORIC PRESERVATION GRT	0	.00		0	230,256.00		0	230,256.00-
334 **	STATE GRANT	0	.00		0	252,859.56		0	252,859.56-
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	39,000	45,369.85	116	468,000	497,186.14	106	468,000	29,186.14-
12 20	8TH CNT MUNICIPAL GAS TAX	12,214	13,605.65	111	146,458	153,581.03	105	146,458	7,123.03-
12 *	STATE REVENUE SHARING	51,214	58,975.50	115	614,458	650,767.17	106	614,458	36,309.17-
14 00	MOBILE HOME LICENSES	1,674	440.75	26	20,000	27,324.15	137	20,000	7,324.15-
15 00	ALCOHOLIC BEVERAGE	1,818	.00		21,717	23,592.76	109	21,717	1,875.76-
18 00	LOCAL GOVERNMENT 1/2 CENT	82,500	96,707.54	117	990,000	990,592.35	100	990,000	592.35-
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	13,490.00		0	13,490.00-
29 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	1,971	.00		23,542	27,472.37	117	23,542	3,930.37-
335 **	STATE SHARED REVENUES	139,177	156,123.79	112	1,669,717	1,733,238.80	104	1,669,717	63,521.80-
337	GRANTS FROM LOCAL UNITS								
20 01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40 00	TRANSPORTATION	0	.00		0	.00		0	.00
40 01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40 *	TRANSPORTATION	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 01	EMS 1ST RESPONDER	2,337	.00		16,353	.00		16,353	16,353.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
338		SHARED REVENUE LOCAL UNIT								
338	**	SHARED REVENUE LOCAL UNIT	2,337	.00		16,353	.00		16,353	16,353.00
330	***	INTERGOVERNMENTAL REVENUE	171,799	223,642.58	130	2,049,215	2,245,127.46	110	2,049,215	195,912.46-
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
10	00	RECORDING FEES	0	.00		0	.00		0	.00
15	00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21	00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23	00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30	00	ADMINISTRATIVE FEES	461,310	461,299.00	100	5,535,621	5,535,621.00	100	5,535,621	.00
31	00	ADMIN FEES STORMWATER	7,643	7,632.00	100	91,595	91,595.00	100	91,595	.00
40	00	CERTIFY/COPY/SEARCH	8,337	19,101.05	229	100,000	114,431.67	114	100,000	14,431.67-
90	12	PASSPORT EXECUTION FEES	750	490.00	65	9,000	4,590.00	51	9,000	4,410.00
341	**	GENERAL GOVERNMENT	478,040	488,522.05	102	5,736,216	5,746,237.67	100	5,736,216	10,021.67-
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	0	14,297.50		0	14,297.50		0	14,297.50-
90	00	OTHER PUBLIC SAFETY	0	450.00		0	3,300.00		0	3,300.00-
90	01	FALSE ALARM FEES	925	1,830.00	198	11,100	13,660.00	123	11,100	2,560.00-
90	02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90	*	OTHER PUBLIC SAFETY	925	2,280.00	247	11,100	16,960.00	153	11,100	5,860.00-
342	**	PUBLIC SAFETY	925	16,577.50	1792	11,100	31,257.50	282	11,100	20,157.50-
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	34,211	78,687.55	230	410,422	453,063.51	110	410,422	42,641.51-
37	11	ROCKLEDGE	21,614	45,845.20	212	259,269	273,545.41	106	259,269	14,276.41-
37	12	SUN LAKE	285	610.40	214	3,420	3,620.98	106	3,420	200.98-
37	13	CLNY PK-M.I.UTIL CO.	161	312.83	194	1,844	1,858.45	101	1,844	14.45-
37	16	COCOA BEACH	8,924	8,964.52	101	107,066	98,713.81	92	107,066	8,352.19
37	17	CAPE CANAVERAL	7,367	14,746.67	200	88,382	88,537.55	100	88,382	155.55-
37	18	TITUSVILLE	323	676.89	210	3,854	4,030.74	105	3,854	176.74-
37	*	WATER BILLING SERVICES	72,885	149,844.06	206	874,257	923,370.45	106	874,257	49,113.45-
39	01	SERVICE CHARGES	34,674	34,222.03	99	416,000	329,864.55	79	416,000	86,135.45
39	03	ADMIN CHARGES	33,337	35,220.00	106	400,000	380,100.00	95	400,000	19,900.00
39	04	PENALTIES	72,924	66,146.18	91	875,000	846,872.75	97	875,000	28,127.25
39	05	NSF CHECKS	2,965	3,136.50	106	35,525	32,574.59	92	35,525	2,950.41
39	*	WATER OTHER INCOME	143,900	138,724.71	96	1,726,525	1,589,411.89	92	1,726,525	137,113.11

FUND 001 GENERAL FUND

ACCOUNT	DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
41 10	GARBAGE REVENUES	181,578	175,254.16	97	2,178,903	2,078,917.46	95	2,178,903	99,985.54
41 20	RECYCLING REVENUE	18,074	17,844.49	99	216,789	216,899.44	100	216,789	110.44-
41 30	GREEN WASTE	15,455	15,694.01	102	185,394	184,959.04	100	185,394	434.96
41 *	GARBAGE COLLECTION	215,107	208,792.66	97	2,581,086	2,480,775.94	96	2,581,086	100,310.06
45 10	BILLING FEE - WEST WASTE	8,059	16,502.16	205	96,697	98,881.88	102	96,697	2,184.88-
45 20	SALE - RECYCLING MATERIAL	125	.00		1,500	3,140.32	209	1,500	1,640.32-
45 *	GARBAGE - OTHER REVENUE	8,184	16,502.16	202	98,197	102,022.20	104	98,197	3,825.20-
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,365	13,084.00	300	52,336	52,336.00	100	52,336	.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	7,615	.00		91,303	191,355.47	210	91,303	100,052.47-
90 *	OTHER PHYSICAL ENVIRON	11,980	13,084.00	109	143,639	243,691.47	170	143,639	100,052.47-
343 **	PHYSICAL ENVIRONMENT	452,056	526,947.59	117	5,423,704	5,339,271.95	98	5,423,704	84,432.05
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,587	195.37	4	55,000	41,264.22	75	55,000	13,735.78
39 11	TENANT MAINTENANCE FEES	124	.00		1,400	1,782.72	127	1,400	382.72-
39 20	COCOA CIVIC CENTER	4,587	392.51	9	55,000	40,639.61	74	55,000	14,360.39
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,424	1,036.50	73	17,000	17,199.61	101	17,000	199.61-
39 *	OTHER CULTURAL SERVICES	10,722	1,624.38	15	128,400	100,886.16	79	128,400	27,513.84
40 01	COCOA VILLAGE 10% GROSS	2,087	50.00	2	25,000	1,761.06	7	25,000	23,238.94
40 05	PERMIT FEES	212	25.00	12	2,500	3,050.00	122	2,500	550.00-
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,299	75.00	3	27,500	4,811.06	18	27,500	22,688.94
50 10	EVENT FEES	500	.00		6,000	13,046.73	217	6,000	7,046.73-
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	337	.00		4,000	5,000.00	125	4,000	1,000.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	837	.00		10,000	18,046.73	181	10,000	8,046.73-

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
347		CULTURE/RECREATION								
347	**	CULTURE/RECREATION	13,858	1,699.38	12	165,900	123,743.95	75	165,900	42,156.05
349		OTHER CHARGES FOR SERVICE								
01	00	CREDIT CARD FEES	0	.00		0	.00		0	.00
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	944,879	1,033,746.52	109	11,336,920	11,240,511.07	99	11,336,920	96,408.93
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,174	6,757.58	311	26,000	34,055.59	131	26,000	8,055.59-
351	**	JUDGMENTS AND FINES	2,174	6,757.58	311	26,000	34,055.59	131	26,000	8,055.59-
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,174	6,757.58	311	26,000	34,055.59	131	26,000	8,055.59-
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	1,250	13,966.38	1117	15,000	147,804.76	985	15,000	132,804.76-
20	00	DIVIDENDS	0	1,206.40		0	9,318.94		0	9,318.94-
38	00	NET INC/DEC-FMV INVESTMNT	0	13,995.67-		0	126,956.71-		0	126,956.71
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	1,250	1,177.11	94	15,000	30,166.99	201	15,000	15,166.99-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	10,175	29,044.93	286	121,990	122,426.37	100	121,990	436.37-
362	**	RENT AND ROYALTIES	10,175	29,044.93	286	121,990	122,426.37	100	121,990	436.37-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	4,224.07		0	23,772.83		0	23,772.83-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	4,224.07		0	23,772.83		0	23,772.83-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	11,674	6,250.00	54	140,000	146,550.00	105	140,000	6,550.00-
10 09	POLICE/FIRE DEPTS	111	.00		1,299	.00		1,299	1,299.00
10 10	CONTRIBS FOR K-9	3,334	.00		10,000	10,000.00	100	10,000	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	3,445	.00		11,299	10,000.00	89	11,299	1,299.00
366 **	CONTRIBUTIONS & DONATIONS	15,119	6,250.00	41	151,299	156,550.00	104	151,299	5,251.00-
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,220	.00		146,530	171,607.84	117	146,530	25,077.84-
22 00	FIRE STATE CONTRIBUTION	9,611	.00		115,233	109,865.33	95	115,233	5,367.67
368 **	PENSION CONTRIBUTIONS	21,831	.00		261,763	281,473.17	108	261,763	19,710.17-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,674	30,301.83	454	80,000	133,588.80	167	80,000	53,588.80-
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	2,500	1,320.00	53	30,000	35,459.80	118	30,000	5,459.80-
90 03	CODE ENF ABATE/DEMO REV	4,174	445.00	11	50,000	95,659.20	191	50,000	45,659.20-
90 04	MISC. POLICE REVENUES	0	28.00		0	5,733.00		0	5,733.00-
90 05	INVESTIGATIVE COSTS REIM	5,000	7,282.98	146	60,000	51,183.90	85	60,000	8,816.10
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	1,250	.00		15,000	6,385.00	43	15,000	8,615.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 09	PROPERTY REGISTRATION	2,500	1,600.00	64	30,000	10,900.00	36	30,000	19,100.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	22,098	40,977.81	185	265,000	338,909.70	128	265,000	73,909.70-
96 00	INSURANCE REFUND/PROCEEDS	0	500.00		0	64,823.00		0	64,823.00-
369 **	OTHER MISC REVENUES	22,098	41,477.81	188	265,000	403,732.70	152	265,000	138,732.70-
360 ***	MISCELLANEOUS REVENUES	70,473	82,173.92	117	815,052	1,018,122.06	125	815,052	203,070.06-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	4,570	.00		54,807	54,805.89	100	54,807	1.11
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	1,161	.00		12,721	.00		12,721	12,721.00
91 23	STORMWATER (423)	812	.00		9,595	.00		9,595	9,595.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	50,000	.00		100,000	.00		100,000	100,000.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	56,543	.00		177,123	54,805.89	31	177,123	122,317.11
381 **	INTERFUND TRANSFER	56,543	.00		177,123	54,805.89	31	177,123	122,317.11
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	513,161	513,150.00	100	6,157,822	6,157,822.00	100	6,157,822	.00
40 01	6% CONTRIBUTION	91,694	91,694.00	100	1,100,328	1,100,328.00	100	1,100,328	.00
40 *	CONTRIBUTIONS WATER REV.	604,855	604,844.00	100	7,258,150	7,258,150.00	100	7,258,150	.00
382 **	CONTRIBUTIONS ENTERPRISE	604,855	604,844.00	100	7,258,150	7,258,150.00	100	7,258,150	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
384	DEBT PROCEEDS								
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385 **	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	14,872	.00		178,453	.00		178,453	178,453.00
90 20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90 *	NON OPERATING SOURCES	14,872	.00		178,453	.00		178,453	178,453.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	815,262	.00		5,604,240	.00		5,604,240	5,604,240.00
99 *	BALANCE FORWARD	815,262	.00		5,604,240	.00		5,604,240	5,604,240.00
389 **	NON OPERATING SOURCES	830,134	.00		5,782,693	.00		5,782,693	5,782,693.00
380 ***	OTHER SOURCES(NON-REV)	1,491,532	604,844.00	41	13,217,966	7,312,955.89 ✓	55	13,217,966 ✓	5,905,010.11
FUND TOTAL	GENERAL FUND	3,578,337	2,253,718.51	63	38,213,692	32,709,421.20 ✓	86	38,213,692 ✓	5,504,270.80

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2626	2550.00	97	31424	30600.00	97	.00	31424	824.00	97
11 **	EXECUTIVE SALARIES	2626	2550.00	97	31424	30600.00	97	.00	31424	824.00	97
12-00	REGULAR SALARIES & WAGES	840918	1192847.47	142	11399647	10679363.45	94	.00	11399647	720283.55	94
12-06	SALARIES/CONTRACTUAL	14791	16732.50	113	33634	33920.00	101	.00	33634	286.00-	101
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	55390	19925.11	36	175375	191521.16	109	.00	175375	16146.16-	109
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	911099	1229505.08	135	11608656	10904804.61	94	.00	11608656	703851.39	94
13-00	OTHER SALARIES & WAGES	68220	80923.96	119	1065168	892854.20	84	.00	1065168	172313.80	84
13 **	OTHER SALARIES & WAGES	68220	80923.96	119	1065168	892854.20	84	.00	1065168	172313.80	84
14-00	OVERTIME	76021	45626.41	60	431614	410875.41	95	.00	431614	20738.59	95
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	76021	45626.41	60	431614	410875.41	95	.00	431614	20738.59	95
15-00	SPECIAL PAY	33047	41561.40	126	401737	346064.93	86	.00	401737	55672.07	86
15 **	SPECIAL PAY	33047	41561.40	126	401737	346064.93	86	.00	401737	55672.07	86
20-00	STATE GOVT	1821	3485.00	191	20465	20230.00	99	.00	20465	235.00	99
20 **	STATE GOVT	1821	3485.00	191	20465	20230.00	99	.00	20465	235.00	99
21-00	FICA TAXES	83946	104766.30	125	1004455	934252.18	93	.00	1004455	70202.82	93
21 **	FICA TAXES	83946	104766.30	125	1004455	934252.18	93	.00	1004455	70202.82	93
22-00	RETIREMENT CONTRIBUTIONS	78975	133731.53	169	945476	912473.41	97	.00	945476	33002.59	97
22-01	LICENSED POLICE/FIRE	187948	252920.01	135	2255112	2133064.71	95	.00	2255112	122047.29	95
22-02	STATE CONTRIBUTIONS	19700	.00	0	261763	281473.17	108	.00	261763	19710.17-	108
22-03	ICMA - CITY MANAGER	1080	1214.50	113	12960	12608.28	97	.00	12960	351.72	97

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	287703	387866.04	135	3475311	3339619.57	96	.00	3475311	135691.43	96
23-00	LIFE/HEALTH INSURANCE	299118	295582.87	99	3369902	3155690.15	94	.00	3369902	214211.85	94
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	299118	295582.87	99	3369902	3155690.15	94	.00	3369902	214211.85	94
24-00	WORKER'S COMPENSATION	55615	52051.92	94	665678	578709.73	87	.00	665678	86968.27	87
24 **	WORKER'S COMPENSATION	55615	52051.92	94	665678	578709.73	87	.00	665678	86968.27	87
25-00	UNEMPLOYMENT COMPENSATION	4576-	.00	0	0	.00	0	.00	0	.00	0
25 **	UNEMPLOYMENT COMPENSATION	4576-	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	20550	22640.00	110	254630	225662.50	89	.00	254630	28967.50	89
27 **	CAFETERIA PLAN	20550	22640.00	110	254630	225662.50	89	.00	254630	28967.50	89
31-00	PROFESSIONAL SERVICES	52629	38061.00	72	428792	262935.21	61	46184.46	428792	119672.33	72
31-01	LEGAL FEES	47274	90068.27	191	487741	477954.85	98	8500.03	487741	1286.12	100
31-02	MEDICAL SERVICES	2772	.00	0	40178	30033.77	75	3326.00	40178	6818.23	83
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1102	.00	0	13125	13125.00	100	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	15444	59436.96	385	185207	167852.79	91	17290.43	185207	63.78	100
31 **	PROFESSIONAL SERVICES	119221	187566.23	157	1155043	951901.62	82	75300.92	1155043	127840.46	89
32-00	ACCOUNTING & AUDITING	3625	.00	0	43500	43500.00	100	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	43500	43500.00	100	.00	43500	.00	100
34-00	CONTRACT SERVICES	93954	91964.02	98	1157947	983227.03	85	94291.05	1157947	80428.92	93
34-03	CUSTOMER SERVICE CONTRACT	154433	312374.17	202	1853174	1840900.21	99	.00	1853174	12273.79	99
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	613-	.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	247774	404338.19	163	3011121	2824127.24	94	94291.05	3011121	92702.71	97

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	16459-	.00	0	19652	.00	0	.00	19652	19652.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	17786-	.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	34245-	.00	0	19652	.00	0	.00	19652	19652.00	0
40-00	TRAVEL & PER DIEM	853	3876.17	454	56601	28979.04	51	.00	56601	27621.96	51
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	853	3876.17	454	56601	28979.04	51	.00	56601	27621.96	51
41-00	COMMUNICATION	18305	12426.51	68	159997	123596.10	77	4656.01	159997	31744.89	80
41 **	COMMUNICATION	18305	12426.51	68	159997	123596.10	77	4656.01	159997	31744.89	80
42-00	POSTAGE & FREIGHT	36292	63084.34	174	432536	398178.89	92	1567.34	432536	32789.77	92
42 **	POSTAGE & FREIGHT	36292	63084.34	174	432536	398178.89	92	1567.34	432536	32789.77	92
43-00	ELECTRIC/WATER/SEWER	60787	52234.81	86	703116	588913.79	84	100982.73	703116	13219.48	98
43 **	ELECTRIC/WATER/SEWER	60787	52234.81	86	703116	588913.79	84	100982.73	703116	13219.48	98
44-00	RENTALS AND LEASES	7071	1702.00	24	168725	146701.12	87	1264.86	168725	20759.02	88
44 **	RENTALS AND LEASES	7071	1702.00	24	168725	146701.12	87	1264.86	168725	20759.02	88
45-00	INSURANCE	33677	.00	0	395590	384480.47	97	.00	395590	11109.53	97
45 **	INSURANCE	33677	.00	0	395590	384480.47	97	.00	395590	11109.53	97
46-00	REPAIRS & MAINTENANCE	100292	23674.13	24	767802	544801.28	71	51702.59	767802	171298.13	78
46-02	REPAIR/MAINT BUILDING	28197	60492.57	215	277941	269090.78	97	4319.87	277941	4530.35	98
46-03	REPAIR/MAINT-VEHICLES	21815	24489.82	112	238826	186728.80	78	.00	238826	52097.20	78
46-05	HYDRANT FEES	16090	16114.14	100	193080	193369.68	100	.00	193080	289.68-	100
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	166394	124770.66	75	1477649	1193990.54	81	56022.46	1477649	227636.00	85
47-00	PRINTING & BINDING	1948	609.90	31	22111	15828.06	72	.00	22111	6282.94	72
47 **	PRINTING & BINDING	1948	609.90	31	22111	15828.06	72	.00	22111	6282.94	72
48-00	PROMOTIONAL ACTIVITIES	3813	7747.21	203	45429	33704.61	74	.00	45429	11724.39	74
48-11	BUSINESS ASSIST. PROGRAM	2087	.00	0	25000	.00	0	.00	25000	25000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	5900	7747.21	131	70429	33704.61	48	.00	70429	36724.39	48
49-00	OTHER CHARGES & OBLIG.	15135	11521.84	76	204950	114250.25	56	4936.00	204950	85763.75	58
49-02	ADVERTISING	45	191.37	425	550	358.98	65	.00	550	191.02	65
49-05	BROWNFIELDS REDEV PROG	9466	26662.97	282	120651	69023.76	57	.00	120651	51627.24	57
49-06	BROWNFIELD PROG CITY COST	4842	3105.00	64	53801	32562.91	61	.00	53801	21238.09	61
49-07	BAD DEBT EXPENSE	12511	85741.69	685	150000	27479.35	18	.00	150000	122520.65	18
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	14750.51	0	.00	0	14750.51-	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	2625-	.00	0	18000	18000.00	100	.00	18000	.00	100
49 **	OTHER CHARGES & OBLIG.	39374	127222.87	323	547952	276425.76	50	4936.00	547952	266590.24	51
52-00	OPERATING SUPPLIES	65163	41221.67	63	916173	787556.53	86	14327.70	916173	114288.77	88
52-02	UNIFORMS	1695	1933.88	114	20230	19389.17	96	.00	20230	840.83	96
52-05	EMS 1st RESP-CONSUM SUPP	1313	1673.85	128	33762	27824.51	82	169.52	33762	5767.97	83
52-07	JANITORIAL SUPPLIES	2155	2280.82	106	26404	24072.33	91	.00	26404	2331.67	91
52-10	HEATING FUEL	425	236.61	56	2571	2326.06	91	.00	2571	244.94	91
52-30	FUEL, OIL, & LUBRICANTS	38137	39946.70	105	241882	213626.02	88	.00	241882	28255.98	88
52-33	EMPLOYEE HEALTH CENTER	53504	35681.78	67	107283	86687.69	81	20595.31	107283	.00	100
52 **	OPERATING SUPPLIES	162392	122975.31	76	1348305	1161482.31	86	35092.53	1348305	151730.16	89

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	1250	.00	0	15000	7638.34	51	2361.66	15000	5000.00	67
53 **	ROAD MATERIALS/SUPPLIES	1250	.00	0	15000	7638.34	51	2361.66	15000	5000.00	67
54-00	MEMBERSHIP/PUBLICATIONS	2756	1217.00	44	36460	29189.24	80	.00	36460	7270.76	80
54 **	MEMBERSHIP/PUBLICATIONS	2756	1217.00	44	36460	29189.24	80	.00	36460	7270.76	80
55-00	TRAINING	2498	5501.87	220	82026	63363.73	77	.00	82026	18662.27	77
55-01	EDA PROGRAM	837	.00	0	10000	2224.50	22	.00	10000	7775.50	22
55 **	TRAINING	3335	5501.87	165	92026	65588.23	71	.00	92026	26437.77	71
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	415	3539.00	853	4114	7650.45	186	.00	4114	3536.45-	186
61 **	LAND	415	3539.00	853	4114	7650.45	186	.00	4114	3536.45-	186
62-00	BUILDINGS	7705-	4118.75	54-	130416	7477.90	6	98675.55	130416	24262.55	81
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	7705-	4118.75	54-	130416	7477.90	6	98675.55	130416	24262.55	81
63-00	INFRASTRUCTURE	428476	309714.18	72	3222516	891652.55	28	547448.45	3222516	1783415.00	45
63 **	INFRASTRUCTURE	428476	309714.18	72	3222516	891652.55	28	547448.45	3222516	1783415.00	45
64-00	MACHINERY AND EQUIPMENT	154584	227822.32	147	659695	541583.19	82	90520.00	659695	27591.81	96
64-01	JAG GRANT	2827	400.00	14	25200	25200.00	100	.00	25200	.00	100
64-15	IT HARDWARE	6487	15833.47	244	113868	112405.17	99	.00	113868	1462.83	99
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	163898	244055.79	149	798763	679188.36	85	90520.00	798763	29054.64	96

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	1968	.00	0	9844	9843.45	100	.00	9844	.55	100
68 **	INTANGIBLE ASSETS	1968	.00	0	9844	9843.45	100	.00	9844	.55	100
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	69716	.00	0	836592	836593.00	100	.00	836592	1.00-	100
81 **	AIDS TO GOVT AGENCY	69716	.00	0	836592	836593.00	100	.00	836592	1.00-	100
82-01	ECON DEV INCENTIVE CONTR	83337	.00	0	1000000	.00	0	.00	1000000	1000000.00	0
82 **	AID PRIVATE ORGANIZATION	83337	.00	0	1000000	.00	0	.00	1000000	1000000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	2187	.00	0	20673	5473.00	27	.00	20673	15200.00	27
83 **	OTHER GRANTS AND AIDS	2187	.00	0	20673	5473.00	27	.00	20673	15200.00	27
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	82558.97	0	0	82558.97	0	.00	0	82558.97-	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-32 CP 302	RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33 CP 303	FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	105921	.00	0	105921	.00	0	.00	105921	105921.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	105921	82558.97	78	105921	82558.97	78	.00	105921	23362.03	78
FUND 001	TOTAL *********										
	GENERAL FUND	3560112	4025818.74	113	38213692	31634026.32	83	1113119.56	38213692	5466546.12	86
GRAND	TOTAL *********										
		3560112	4025818.74	113	38213692	31634026.32	83	1113119.56	38213692	5466546.12	86

FY 2018 Budget by Classification Report - Summary Listing

Through 9/30/18

Target for September is 100%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,863,827		$ 3,129,936	$ (1,266,109)	168%
CHARGES FOR SERVICES	$ 54,576,227		$ 58,656,669	$ (4,080,442)	107%
MISCELLANEOUS	$ 328,499		$ 523,811	$ (195,312)	159%
OTHER SOURCES (NON-REVENUE)	$ 31,113,711		$ 1,183,974	$ 29,929,737	4%
REVENUE TOTALS	**$ 87,882,264**	-	**$ 63,494,391**	**$ 24,387,873**	**72%**
				$ (29,147,190)	
EXPENSE					
SALARIES AND BENEFITS	$ 14,149,963	$ -	$ 12,531,761	$ 1,618,202	89%
OPERATING EXPENDITURES	$ 24,706,293	$ 2,946,385	$ 18,960,194	$ 2,799,714	89%
CAPITAL OUTLAY	$ 33,089,451	$ 5,997,738	$ 8,309,881	$ 18,781,832	43%
GRANTS, AIDS AND OTHER	$ 15,936,557	$ -	$ 15,911,125	$ 25,432	100%
EXPENSE TOTALS	**$ 87,882,264**	**$ 8,944,123**	**$ 55,712,961**	**$ 23,225,180**	74%
REVENUE TOTALS	**$ 87,882,264**	**$ -**	**$ 63,494,391**	**$ 24,387,873**	**72%**
EXPENSE TOTALS	**$ 87,882,264**	**$ 8,944,123**	**$ 55,712,961**	**$ 23,225,180**	**74%**
	$ -	**$ (8,944,123)**	**$ 7,781,430**	**$ 1,162,693**	

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	71,897	76,700.00	107	862,654	1,613,850.00	187	862,654	751,196.00-
03 11	WATER - COMMERCIAL	73,963	.00		887,457	1,371,055.00	155	887,457	483,598.00-
03 20	SEWER - RESIDENTIAL	863	2,500.00	290	10,235	27,781.25	271	10,235	17,546.25-
03 21	SEWER - COMMERCIAL	8,628	.00		103,481	117,250.00	113	103,481	13,769.00-
03 *	IMPACT FEES	155,351	79,200.00	51	1,863,827	3,129,936.25	168	1,863,827	1,266,109.25-
324 **	IMPACT FEES	155,351	79,200.00	51	1,863,827	3,129,936.25	168	1,863,827	1,266,109.25-
320 ***	OTHER PERMITS & FEES	155,351	79,200.00	51	1,863,827	3,129,936.25	168	1,863,827	1,266,109.25-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	305,048.77		0	305,048.77-
331 **	FEDERAL GRANTS	0	.00		0	305,048.77		0	305,048.77-
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	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	1,250.00		0	1,250.00		0	1,250.00-
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	1,250.00		0	1,250.00		0	1,250.00-
337 **	GRANTS FROM LOCAL UNITS	0	1,250.00		0	1,250.00		0	1,250.00-
330 ***	INTERGOVERNMENTAL REVENUE	0	1,250.00		0	306,298.77		0	306,298.77-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,842,821	4,341,957.11	113	46,113,775	49,249,170.75	107	46,113,775	3,135,395.75-
33 00	WATER CONNECTION FEE	20,000	30,088.85	150	240,000	595,480.13	248	240,000	355,480.13-
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	30,088.85	150	240,000	595,480.13	248	240,000	355,480.13-
36 00	WATER HYDRANT FEES	217,364	258,205.81	119	2,608,291	3,082,773.80	118	2,608,291	474,482.80-
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	137	700.00	511	1,600	8,300.00	519	1,600	6,700.00-
39 07	BACKFLOW DEVICE TEST	12,087	17,642.22	146	145,000	174,181.04	120	145,000	29,181.04-
39 08	JUMPER METERS	62	150.00	242	700	2,150.00	307	700	1,450.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	4,000.00	400	12,000	30,000.00	250	12,000	18,000.00-
39 10	BACKFLOW PRV/RLCT TEMP	49	255.42	521	500	1,315.04	263	500	815.04-
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,335	22,747.64	171	159,800	215,946.08	135	159,800	56,146.08-
51 00	SEWER SALES	425,698	460,492.24	108	5,108,310	5,171,562.00	101	5,108,310	63,252.00-
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	425,698	460,492.24	108	5,108,310	5,171,562.00	101	5,108,310	63,252.00-
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	524	634.95	121	6,200	7,919.11	128	6,200	1,719.11-
60 00	REUSE WATER	27,744	28,935.80	104	332,851	329,811.75	99	332,851	3,039.25
60 01	REUSE WATER INSTALLATION	587	376.30	64	7,000	4,005.75	57	7,000	2,994.25
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	28,331	29,312.10	104	339,851	333,817.50	98	339,851	6,033.50
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,548,073	5,143,438.70	113	54,576,227	58,656,669.37	108	54,576,227	4,080,442.37-
340 ***	CHARGES FOR SERVICES	4,548,073	5,143,438.70	113	54,576,227	58,656,669.37 ✓	108	54,576,227 ✓	4,080,442.37-
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,118	24,541.10	122	241,295	254,483.74	106	241,295	13,188.74-
10 10	SBA	0	.28		0	2.14		0	2.14-
10 *	INTEREST	20,118	24,541.38	122	241,295	254,485.88	106	241,295	13,190.88-
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	28,036.77-		0	220,917.52-		0	220,917.52
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,118	3,495.39-	17	241,295	33,568.36	14	241,295	207,726.64

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	112	.00		1,300	1,300.00	100	1,300	.00
362 **	RENT AND ROYALTIES	112	.00		1,300	1,300.00	100	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	20.46	2	15,000	102,610.61	684	15,000	87,610.61-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	20.46	2	15,000	102,610.61	684	15,000	87,610.61-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	837	638.05	76	10,000	9,750.30	98	10,000	249.70
365 **	SALES OF SURPLUS SCRAP	837	638.05	76	10,000	9,750.30	98	10,000	249.70
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,337	2,039.09	61	40,000	48,778.47	122	40,000	8,778.47-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,337	2,039.09	61	40,000	48,778.47	122	40,000	8,778.47-
96 00	INSURANCE REFUND/PROCEEDS	5,226	.00		20,904	21,504.83	103	20,904	600.83-
369 **	OTHER MISC REVENUES	8,563	2,039.09	24	60,904	70,283.30	115	60,904	9,379.30-
360 ***	MISCELLANEOUS REVENUES	30,880	797.79-	3	328,499	217,512.57	66	328,499	110,986.43
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	2,900.00		0	171,245.00		0	171,245.00-
82 00	CONTRIBUTION S MAINLAND	0	.00		0	300,908.34		0	300,908.34-
83 00	CONTRIBUTION VIERA	0	29,221.49		0	711,820.21		0	711,820.21-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	29,221.49		0	711,820.21		0	711,820.21-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	12,580	.00		113,212	.00		113,212	113,212.00
99 50	FUND BAL-APPROP. RESERVES	2,602,104	.00		31,000,499	.00		31,000,499	31,000,499.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,614,684	.00		31,113,711	.00		31,113,711	31,113,711.00
389 **	NON OPERATING SOURCES	2,614,684	32,121.49	1	31,113,711	1,183,973.55	4	31,113,711	29,929,737.45
380 ***	OTHER SOURCES(NON-REV)	2,614,684	32,121.49	1	31,113,711	1,183,973.55 ✓	4	31,113,711 ✓	29,929,737.45
FUND TOTAL	WATER/SEWER ENTERPRISE	7,348,988	5,255,212.40	72	87,882,264 ✓	63,494,390.51 ✓	72	87,882,264	24,387,873.49

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	629908	705441.88	112	8163177	7228905.35	89	.00	8163177	934271.65	89
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9184	31636.28	345	58431	76493.43	131	.00	58431	18062.43-	131
12 **	REGULAR SALARIES & WAGES	639092	737078.16	115	8221608	7305398.78	89	.00	8221608	916209.22	89
13-00	OTHER SALARIES & WAGES	44585	44610.43	100	534767	452675.27	85	.00	534767	82091.73	85
13 **	OTHER SALARIES & WAGES	44585	44610.43	100	534767	452675.27	85	.00	534767	82091.73	85
14-00	OVERTIME	54802	57578.76	105	465444	481135.98	103	.00	465444	15691.98-	103
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	54802	57578.76	105	465444	481135.98	103	.00	465444	15691.98-	103
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1639	275.00	17	17375	16770.00	97	.00	17375	605.00	97
20 **	CLOTHING/SHOE ALLOWANCE	1639	275.00	17	17375	16770.00	97	.00	17375	605.00	97
21-00	FICA TAXES	58181	63038.36	108	697754	606995.81	87	.00	697754	90758.19	87
21 **	FICA TAXES	58181	63038.36	108	697754	606995.81	87	.00	697754	90758.19	87
22-00	RETIREMENT CONTRIBUTIONS	90257	144224.20	160	1082743	1002584.35	93	.00	1082743	80158.65	93
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	90257	144224.20	160	1082743	1002584.35	93	.00	1082743	80158.65	93
23-00	LIFE/HEALTH INSURANCE	177772	193884.56	109	2272799	1911596.25	84	.00	2272799	361202.75	84
23-02	LIFE/HEALTH RETIREES	16552	12144.92	73	198547	181033.19	91	.00	198547	17513.81	91
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	194324	206029.48	106	2471346	2092629.44	85	.00	2471346	378716.56	85
24-00	WORKER'S COMPENSATION	41325	42140.15	102	495526	445566.82	90	.00	495526	49959.18	90

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	41325	42140.15	102	495526	445566.82	90	.00	495526	49959.18	90
25-00	UNEMPLOYMENT COMPENSATION	424	.00	0	5000	2004.84	40	.00	5000	2995.16	40
25 **	UNEMPLOYMENT COMPENSATION	424	.00	0	5000	2004.84	40	.00	5000	2995.16	40
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	13200	13650.00	103	158400	126000.00	80	.00	158400	32400.00	80
27 **	CAFETERIA PLAN	13200	13650.00	103	158400	126000.00	80	.00	158400	32400.00	80
31-00	PROFESSIONAL SERVICES	150409	302.00-	0	1811908	127160.44	7	122540.58	1811908	1562206.98	14
31-01	LEGAL EXPENSES	6215	673.40	11	74503	16978.80	23	.00	74503	57524.20	23
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	3068-	.00	0	2432	.00	0	.00	2432	2432.00	0
31-33	EMPLOYEE HEALTH CENTER	12267	42752.97	349	130220	118372.20	91	11801.93	130220	45.87	100
31 **	PROFESSIONAL SERVICES	165823	43124.37	26	2019063	262511.44	13	134342.51	2019063	1622209.05	20
32-00	ACCOUNTING & AUDITING	3625	.00	0	43500	43500.00	100	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	43500	43500.00	100	.00	43500	.00	100
34-00	CONTRACT SERVICES	39280	10679.20	27	1100971	848672.30	77	96561.29	1100971	155737.41	86
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	461310	461299.00	100	5535621	5535621.00	100	.00	5535621	.00	100
34 **	CONTRACT SERVICES	500590	471978.20	94	6636592	6384293.30	96	96561.29	6636592	155737.41	98
39-00	CONTINGENCY	3761	.00	0	147889	.00	0	.00	147889	147889.00	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	3761	.00	0	147889	.00	0	.00	147889	147889.00	0
40-00	TRAVEL AND PER DIEM	5191-	1175.99	23-	21355	5962.63	28	.00	21355	15392.37	28
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	5191-	1175.99	23-	21355	5962.63	28	.00	21355	15392.37	28
41-00	COMMUNICATION	7621	15137.37	199	124977	108579.92	87	1900.10	124977	14496.98	88
41 **	COMMUNICATION	7621	15137.37	199	124977	108579.92	87	1900.10	124977	14496.98	88
42-00	FREIGHT & POSTAGE SERVICE	4799	2384.07	50	40630	26526.21	65	1175.89	40630	12927.90	68
42 **	FREIGHT & POSTAGE SERVICE	4799	2384.07	50	40630	26526.21	65	1175.89	40630	12927.90	68
43-00	ELECTRIC/WATER/SEWER	197184	144897.15	74	2405955	1637845.90	68	762415.63	2405955	5693.47	100
43 **	ELECTRIC/WATER/SEWER	197184	144897.15	74	2405955	1637845.90	68	762415.63	2405955	5693.47	100
44-00	RENTAL AND LEASES	963	400.00	42	25859	12778.67	49	302.10	25859	12778.23	51
44 **	RENTAL AND LEASES	963	400.00	42	25859	12778.67	49	302.10	25859	12778.23	51
45-00	INSURANCE	33445	.00	0	382997	379192.53	99	.00	382997	3804.47	99
45 **	INSURANCE	33445	.00	0	382997	379192.53	99	.00	382997	3804.47	99
46-00	REPAIRS & MAINTENANCE	660616	428838.40	65	7640361	5702482.05	75	1447141.31	7640361	490737.64	94
46-02	REPAIR/MAINT BUILDING	2760-	5584.48	202-	130429	76799.58	59	1942.50	130429	51686.92	60
46-03	REPAIR/MAINT-VEHICLES	25005	14402.37	58	192298	148080.29	77	.00	192298	44217.71	77
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	682861	448825.25	66	7963088	5927361.92	74	1449083.81	7963088	586642.27	93
47-00	PRINTING & BINDING	881	1490.50	169	7582	3730.90	49	3073.08	7582	778.02	90
47 **	PRINTING & BINDING	881	1490.50	169	7582	3730.90	49	3073.08	7582	778.02	90
48-00	PROMOTIONAL ACTIVITIES	1956	600.00	31	22802	11589.93	51	.00	22802	11212.07	51
48 **	PROMOTIONAL ACTIVITIES	1956	600.00	31	22802	11589.93	51	.00	22802	11212.07	51
49-00	OTHER CHARGES & OBLIG.	321	21835.19	6802	33021	47643.77	144	.00	33021	14622.77-	144
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14587	138722.51	951	175000	70969.29	41	.00	175000	104030.71	41
49-08	CASH OVER & UNDER	25	8.00-	32-	300	72.01	24	.00	300	227.99	24
49-09	DOCUMENT RECORDING CHGS	250	1105.10	442	3000	287.12	10	.00	3000	2712.88	10

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	13865.48	0	.00	0	13865.48-	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	15183	161654.80	1065	211321	132837.67	63	.00	211321	78483.33	63
52-00	OPERATING SUPPLIES	62198	41337.88	67	677690	654237.42	97	13053.76	677690	10398.82	99
52-07	JANITORIAL SUPPLIES	1183	458.04	39	10555	8142.00	77	.00	10555	2413.00	77
52-09	CHEMICALS	299669	147855.44	49	3361883	2874819.17	86	432231.45	3361883	54832.38	98
52-30	FUEL OIL & LUBRICANTS	51240	68415.52	134	322773	307719.30	95	1516.95	322773	13536.75	96
52-33	EMPLOYEE HEALTH CENTER	38388	25665.77	67	75315	61372.58	82	13942.42	75315	.00	100
52 **	OPERATING SUPPLIES	452678	283732.65	63	4448216	3906290.47	88	460744.58	4448216	81180.95	98
53-00	ROAD MATERIALS/SUPPLIES	538	.00	0	40300	10914.77	27	27802.25	40300	1582.98	96
53 **	ROAD MATERIALS/SUPPLIES	538	.00	0	40300	10914.77	27	27802.25	40300	1582.98	96
54-00	MEMBERSHIP/PUBLICATIONS	2874	.00	0	37590	31976.92	85	.00	37590	5613.08	85
54 **	MEMBERSHIP/PUBLICATIONS	2874	.00	0	37590	31976.92	85	.00	37590	5613.08	85
55-00	TRAINING	8177	16524.89	202	119077	74300.99	62	8983.49	119077	35792.52	70
55-01	EDA PROGRAM	625	.00	0	7500	.00	0	.00	7500	7500.00	0
55 **	TRAINING	8802	16524.89	188	126577	74300.99	59	8983.49	126577	43292.52	66
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	5424	.00	0	65000	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5424	.00	0	65000	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	2559944	594762.31	23	30780192	6269254.54	20	5889663.68	30780192	18621273.78	40
63 **	INFRASTRUCTURE	2559944	594762.31	23	30780192	6269254.54	20	5889663.68	30780192	18621273.78	40
64-00	MACHINERY & EQUIPMENT	156409	148817.82	95	1348303	1281595.95	95	.00	1348303	66707.05	95

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-15	IT HARDWARE	16148	.00	0	152508	149480.95	98	.00	152508	3027.05	98
64 **	MACHINERY & EQUIPMENT	172557	148817.82	86	1500811	1431076.90	95	.00	1500811	69734.10	95
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	67476	123175.80	183	743448	609549.29	82	108074.40	743448	25824.31	97
68 **	INTANGIBLE ASSETS	67476	123175.80	183	743448	609549.29	82	108074.40	743448	25824.31	97
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	73713.86	0	0	21500.00	0	.00	0	21500.00-	0
73 **	OTHER DEBT SERVICE COST	0	73713.86	0	0	21500.00	0	.00	0	21500.00-	0
82-00	AID TO PRIVATE ORGANIZAT	87	.00	0	1000	1000.00	100	.00	1000	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	87	.00	0	1000	1000.00	100	.00	1000	.00	100
91-01	TRANSFER TO GEN FUND 001	514322	513150.00	100	6170543	6157822.00	100	.00	6170543	12721.00	100
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	722059	4377474.68	606	8664686	8630474.68	100	.00	8664686	34211.32	100
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1236381	4890624.68	396	14835229	14788296.68	100	.00	14835229	46932.32	100
95-01	6% ILO FRANCHISE FEE	91694	91694.00	100	1100328	1100328.00	100	.00	1100328	.00	100
95 **	NONOPERATING	91694	91694.00	100	1100328	1100328.00	100	.00	1100328	.00	100
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7349785	8823338.25	120	87882264	55712960.87	63	8944122.81	87882264	23225180.32	74
GRAND	TOTAL *********										

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
		7349785	8823338.25	120	87882264	55712960.87	63	8944122.81	87882264	23225180.32	74



FY 2018 Budget by Classification Report - Summary Listing

Through 9/30/18

Target for September is 100%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,426,915		$ 1,536,605	$ (109,690)	108%
MISCELLANEOUS	$ 3,000		$ 62,563	$ (59,563)	2085%
OTHER SOURCES (NON-REVENUE)	$ 893,769		$ 101,988	$ 791,781	11%
REVENUE TOTALS	**$ 2,323,684**	**-**	**$ 1,701,157**	**$ 622,527**	**73%**
EXPENSE					
SALARIES AND BENEFITS	$ 651,531	$ -	$ 539,631	$ 111,900	83%
OPERATING EXPENDITURES	$ 451,314	$ 19,064	$ 345,870	$ 86,380	81%
CAPITAL OUTLAY	$ 1,211,244	$ 6,961	$ 731,680	$ 472,603	61%
OTHER SOURCES (NON-REVENUE)	$ 9,595	$ -	$ -	$ 9,595	0%
EXPENSE TOTALS	**$ 2,323,684**	**$ 26,025**	**$ 1,617,181**	**$ 680,478**	**71%**
REVENUE TOTALS	**$ 2,323,684**	**$ -**	**$ 1,701,157**	**$ 622,527**	**73%**
EXPENSE TOTALS	**$ 2,323,684**	**$ 26,025**	**$ 1,617,181**	**$ 680,478**	**71%**
	$ -	**$ (26,025)**	**$ 83,976**	**$ (57,951)**	

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	56,634.60		0	56,634.60-
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	56,634.60		0	56,634.60-
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	56,634.60		0	56,634.60-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	118,916	132,940.27	112	1,426,915	1,536,605.40	108	1,426,915	109,690.40-
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	118,916	132,940.27	112	1,426,915	1,536,605.40	108	1,426,915	109,690.40-
343 **	PHYSICAL ENVIRONMENT	118,916	132,940.27	112	1,426,915	1,536,605.40	108	1,426,915	109,690.40-
340 ***	CHARGES FOR SERVICES	118,916	132,940.27	112	1,426,915	1,536,605.40	108	1,426,915	109,690.40-
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	250	330.60	132	3,000	3,658.53	122	3,000	658.53-
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	330.60	132	3,000	3,658.53	122	3,000	658.53-
20 00	DIVIDENDS	0	9.45		0	72.96		0	72.96-
38 00	NET INC/DEC-FMV INVESTMNT	0	342.51-		0	3,351.90-		0	3,351.90
361 **	INTEREST AND OTHR EARNING	250	2.46-	1	3,000	379.59	13	3,000	2,620.41
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	49.29		0	5,549.29		0	5,549.29-
364 **	DISPOSITION FIXED ASSETS	0	49.29		0	5,549.29		0	5,549.29-

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	46.83	19	3,000	5,928.88 ✓	198	3,000 ✓	2,928.88-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	101,988.32		0	101,988.32-
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	74,489	.00		893,769	.00		893,769	893,769.00
99 *	BALANCE FORWARD	74,489	.00		893,769	.00		893,769	893,769.00
389 **	NON OPERATING SOURCES	74,489	.00		893,769 ✓	101,988.32	11	893,769	791,780.68
380 ***	OTHER SOURCES(NON-REV)	74,489	.00		893,769	101,988.32	11	893,769	791,780.68
FUND TOTAL	STORMWATER UTILITY	193,655	132,987.10	69	2,323,684	1,701,157.20 ✓	73	2,323,684 ✓	622,526.80

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	26814	23738.21	89	364947	290912.41	80	.00	364947	74034.59	80
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	532	1.10	0	1089	1396.46	128	.00	1089	307.46-	128
12 **	REGULAR SALARIES & WAGES	27346	23739.31	87	366036	292308.87	80	.00	366036	73727.13	80
13-00	OTHER SALARIES & WAGES	3560	3992.75	112	42643	41364.93	97	.00	42643	1278.07	97
13 **	OTHER SALARIES & WAGES	3560	3992.75	112	42643	41364.93	97	.00	42643	1278.07	97
14-00	OVERTIME	309	968.82	314	3631	5826.84	161	.00	3631	2195.84-	161
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	309	968.82	314	3631	5826.84	161	.00	3631	2195.84-	161
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	55	.00	0	550	550.00	100	.00	550	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	55	.00	0	550	550.00	100	.00	550	.00	100
21-00	FICA TAXES	2446	2009.50	82	29297	23442.13	80	.00	29297	5854.87	80
21 **	FICA TAXES	2446	2009.50	82	29297	23442.13	80	.00	29297	5854.87	80
22-00	RETIREMENT CONTRIBUTIONS	3110	2784.16	90	37298	31431.84	84	.00	37298	5866.16	84
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3110	2784.16	90	37298	31431.84	84	.00	37298	5866.16	84
23-00	LIFE/HEALTH INSURANCE	9280	7239.82	78	111261	89615.35	81	.00	111261	21645.65	81
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	9280	7239.82	78	111261	89615.35	81	.00	111261	21645.65	81
24-00	WORKER'S COMPENSATION	4398	4033.04	92	52655	49530.57	94	.00	52655	3124.43	94
24 **	WORKER'S COMPENSATION	4398	4033.04	92	52655	49530.57	94	.00	52655	3124.43	94

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	680	600.00	88	8160	5560.00	68	.00	8160	2600.00	68
27 **	CAFETERIA PLAN	680	600.00	88	8160	5560.00	68	.00	8160	2600.00	68
31-00	PROFESSIONAL SERVICES	12703	82233.50	647	142641	122558.30	86	3995.00	142641	16087.70	89
31-01	LEGAL EXPENSES	49	.00	0	500	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	1387	2085.62	150	5787	5209.09	90	575.68	5787	2.23	100
31 **	PROFESSIONAL SERVICES	14139	84319.12	596	148928	127767.39	86	4570.68	148928	16589.93	89
34-00	CONTRACT SERVICES	424	.00	0	5000	2031.90	41	.00	5000	2968.10	41
34-10	COST OF GENERAL FUND SVCS	7643	7632.00	100	91595	91595.00	100	.00	91595	.00	100
34 **	CONTRACT SERVICES	8067	7632.00	95	96595	93626.90	97	.00	96595	2968.10	97
39-00	CONTINGENCY	2504	.00	0	30015	.00	0	.00	30015	30015.00	0
39 **	CONTINGENCY	2504	.00	0	30015	.00	0	.00	30015	30015.00	0
40-00	TRAVEL & PER DIEM	400	5.00	1	4800	5.00	0	.00	4800	4795.00	0
40 **	TRAVEL & PER DIEM	400	5.00	1	4800	5.00	0	.00	4800	4795.00	0
41-00	COMMUNICATION	203	50.02	25	2403	612.63	26	.00	2403	1790.37	26
41 **	COMMUNICATION	203	50.02	25	2403	612.63	26	.00	2403	1790.37	26
42-00	POSTAGE & FREIGHT	87	175.07	201	1000	783.74	78	.00	1000	216.26	78
42 **	POSTAGE & FREIGHT	87	175.07	201	1000	783.74	78	.00	1000	216.26	78
43-00	ELECTRIC/WATER/SEWER	1625	912.84	56	19500	11053.14	57	8560.84	19500	113.98-	101
43 **	ELECTRIC/WATER/SEWER	1625	912.84	56	19500	11053.14	57	8560.84	19500	113.98-	101
44-00	RENTALS AND LEASES	883	.00	0	7850	4900.00	62	.00	7850	2950.00	62
44 **	RENTALS AND LEASES	883	.00	0	7850	4900.00	62	.00	7850	2950.00	62
45-00	INSURANCE	635	.00	0	7510	7509.00	100	.00	7510	1.00	100
45 **	INSURANCE	635	.00	0	7510	7509.00	100	.00	7510	1.00	100

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	1953-	383.18	20-	31750	28374.80	89	.00	31750	3375.20	89
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	6113	6766.85	111	35735	26236.64	73	4707.45	35735	4790.91	87
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	4160	7150.03	172	67485	54611.44	81	4707.45	67485	8166.11	88
47-00	PRINTING & BINDING	87	.00	0	1000	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	87	.00	0	1000	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	424	.00	0	5000	117.93	2	.00	5000	4882.07	2
49-07	BAD DEBT EXPENSE	837	6448.11	770	10000	3395.66-	34-	.00	10000	13395.66	34-
49-15	OBSOLETE INVENTORY	0	.00	0	0	885.03	0	.00	0	885.03-	0
49 **	OTHER CHARGES & OBLIG.	1261	6448.11	511	15000	2392.70-	16-	.00	15000	17392.70	16-
52-00	OPERATING SUPPLIES	2652	75.72	3	16780	13084.24	78	.00	16780	3695.76	78
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1921	2879.18	150	22964	27357.57	119	.00	22964	4393.57-	119
52-33	EMPLOYEE HEALTH CENTER	2609	1251.91	48	3984	2758.79	69	1225.21	3984	.00	100
52 **	OPERATING SUPPLIES	7182	4206.81	59	43728	43200.60	99	1225.21	43728	697.81-	102
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	87	.00	0	1000	650.00	65	.00	1000	350.00	65
54 **	MEMBERSHIP/PUBLICATIONS	87	.00	0	1000	650.00	65	.00	1000	350.00	65
55-00	TRAINING	375	224.00	60	4500	3543.29	79	.00	4500	956.71	79
55 **	TRAINING	375	224.00	60	4500	3543.29	79	.00	4500	956.71	79
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

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
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	61765	192249.10	311	931285	599824.93	64	6960.94	931285	324499.13	65
63 **	INFRASTRUCTURE	61765	192249.10	311	931285	599824.93	64	6960.94	931285	324499.13	65
64-00	MACHINERY & EQUIPMENT	38375	144583.43-	377-	279959	131855.55	47	.00	279959	148103.45	47
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	38375	144583.43-	377-	279959	131855.55	47	.00	279959	148103.45	47
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	812	.00	0	9595	.00	0	.00	9595	9595.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	812	.00	0	9595	.00	0	.00	9595	9595.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	193831	204156.07	105	2323684	1617181.44	70	26025.12	2323684	680477.44	71
GRAND	TOTAL *********										
		193831	204156.07	105	2323684	1617181.44	70	26025.12	2323684	680477.44	71

Legislation Details (With Text)

File #:	18-563	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/2/2018			**In control:**	City Council
On agenda:	11/14/2018			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the month of September, 2018. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sept 2018 Council Report by District				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 2, 2018
Agenda Date: November 14, 2018
Prepared By: Michael Cantaloupe
Through: N/A
Requested Action:
Cocoa Police Department District Event Statistics for Council Information.

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crimes that are Uniform Crime reportable. Attached is the September 2018 report.

STRATEGIC PLAN CONNECTION:

Crime Statistics

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

powered by Legistar™

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information.

powered by Legistar™

Cocoa Police Department

Council Report

September 2018

Prepared by Dailaity Henson

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Total UCR Offenses by Month - 2018, 2017 & 2016 12

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Findings Summary

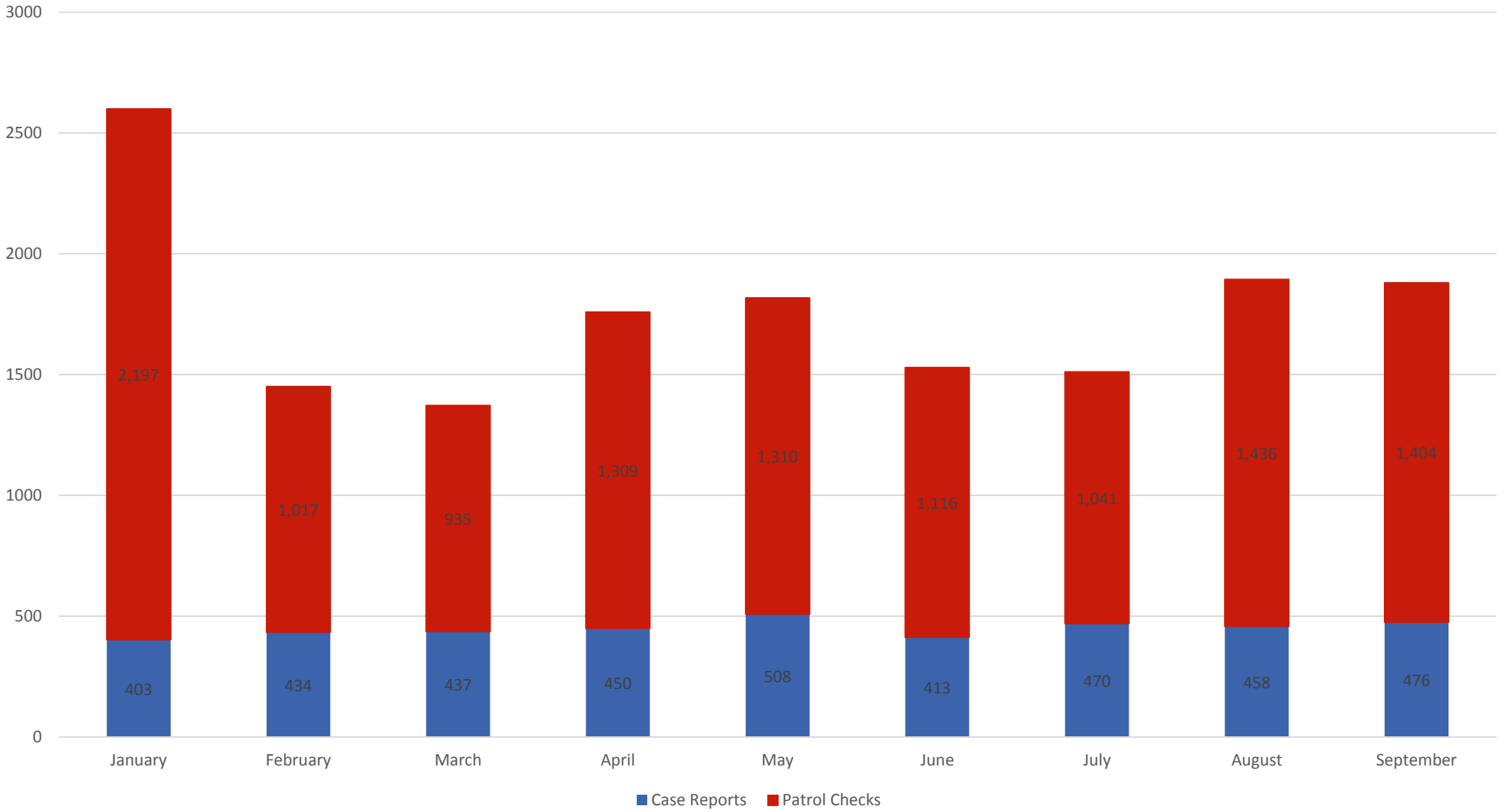
The purpose of this report is to provide Council with an overview of incidents and case reports for September 2018. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2016, 2017 and 2018.

- 3,908 Incidents
- *476 Case Reports (12% of incidents)
    - 257 Criminal Case Reports (53% of all case reports)
    - 219 Non-Criminal Case Reports (46% of case reports)
    - 115 Criminal Case Reports were closed by Arrests/Capias Requests (45% of criminal case reports)
    - 14 Non-Criminal Case Reports were closed by Arrests/Capias Request (6% of non-criminal cases reports)
- 1,605 incidents were initiated by police officers (41%)
- *District 2 experienced the most cases with a total of 158
- *District 3 experienced the fewest cases with a total of 43
- Murder Offenses have ***decreased*** by 100% from the previous month
- Sex Offenses have ***increased*** by 100% from the previous month
- Larceny Ofenses have ***decreased*** by 18% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 2%

Please note the cases totals are based on data that has been merged into Aegis as of (10/24/18). The total number of cases are subject to change if new case reports are merged after this report was completed.

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports

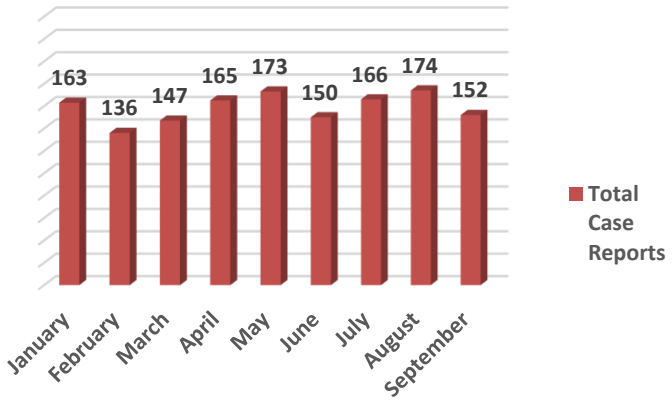


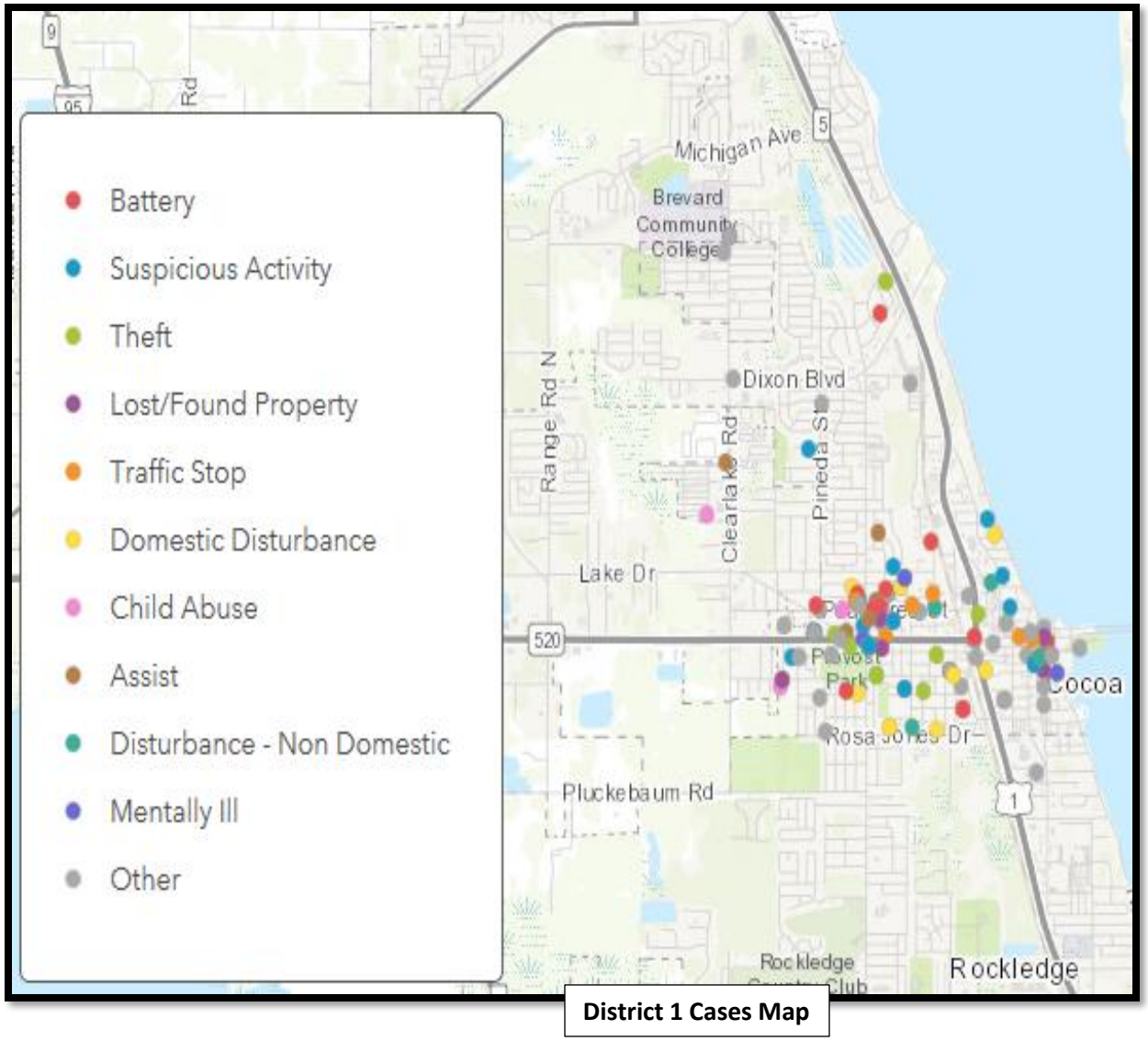
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 September Activity

District 1 September Activity Fidings

- (152) incidents became cases
- 76% (116) of cases are closed
- There were a total of 61 cases closed with an Arrest(s) or capias request(s).
- 46% of cases closed with an arrest or capias request were generated from Traffic Stop(11), Battery(11) and Domestic Disturbance(6) cases.





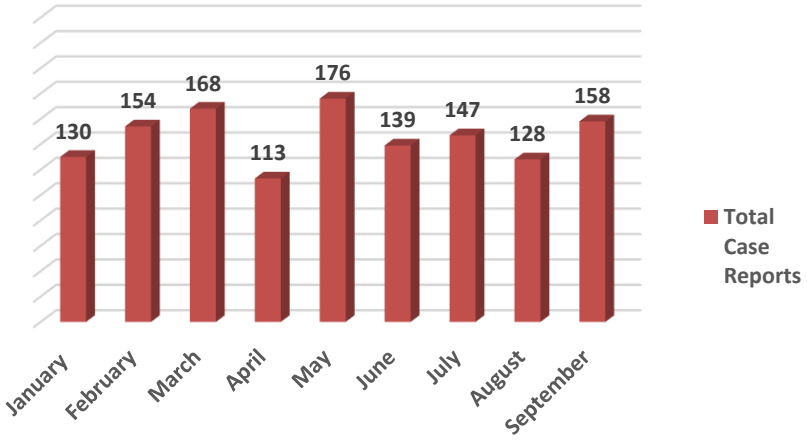
District 1 Cases Map

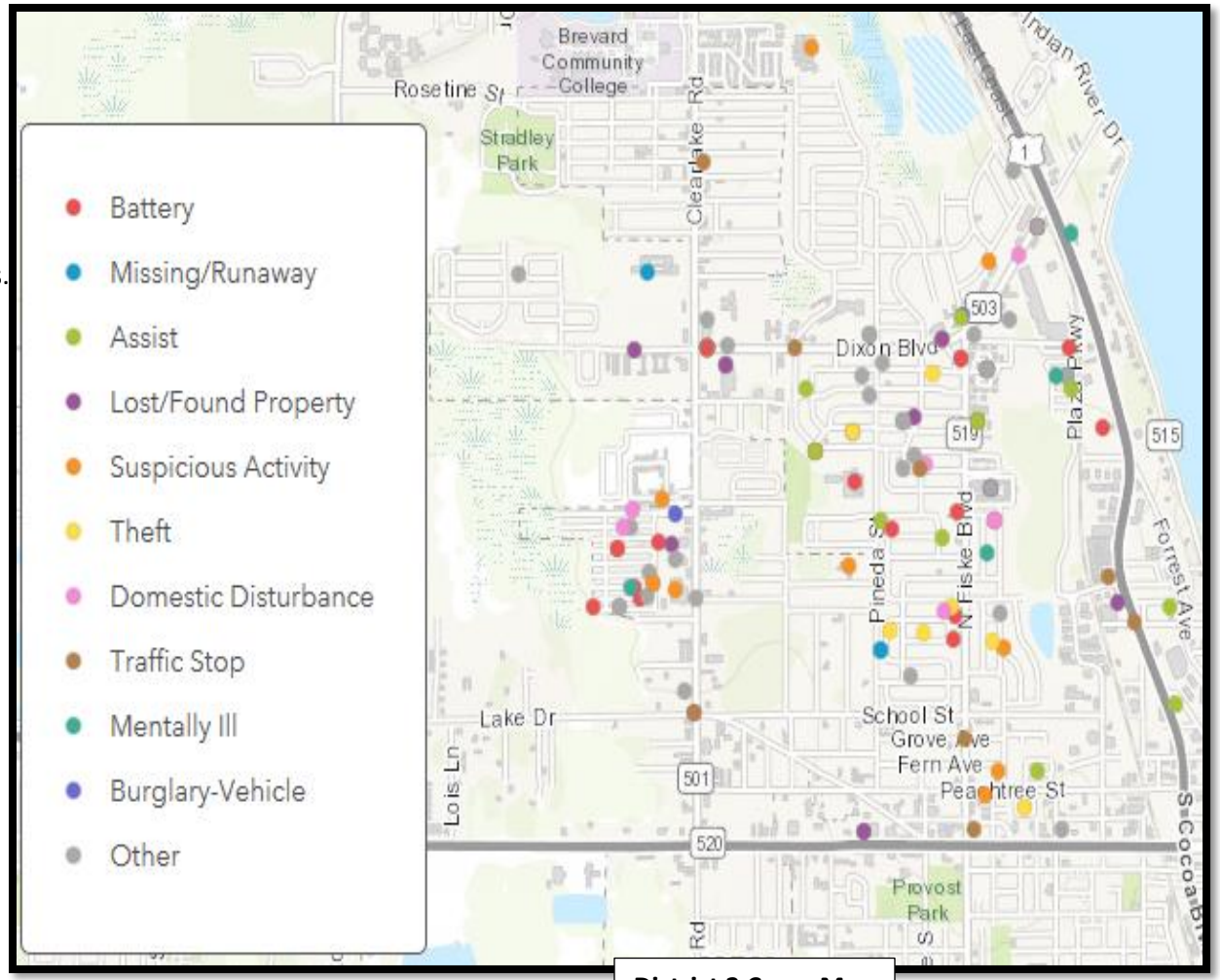
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 September Activity

District 2 September Activity Findings

- (158) incidents became cases
- 68% (108) of cases are closed
- There were a total of 38 cases closed with an Arrest(s) or capias request(s).
- 63% of cases closed with an arrest or capias request were generated from Traffic Stop(8) Domestic Disturbance(3) and Battery(13) cases.





District 2 Cases Map

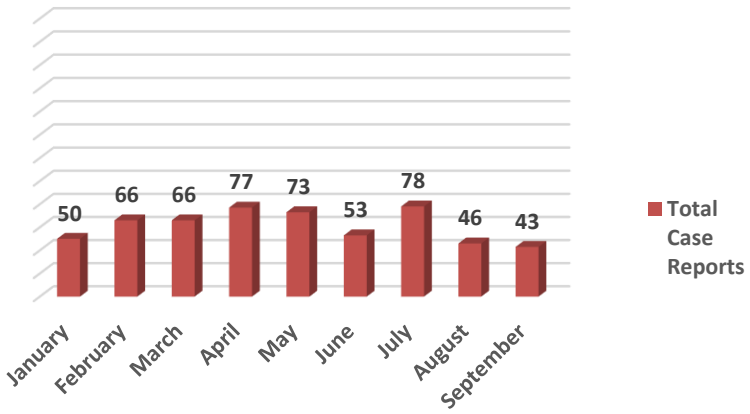
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

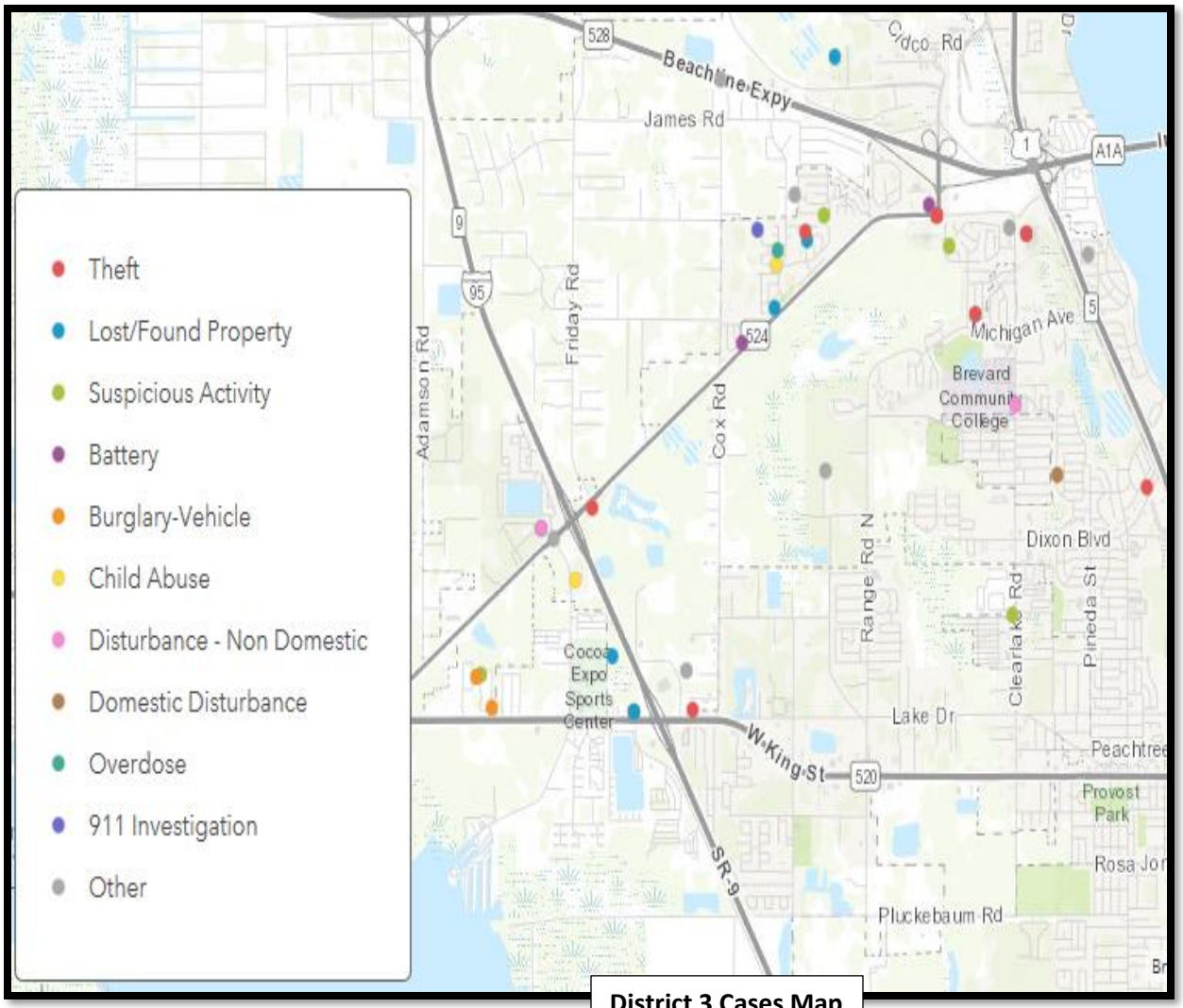
District 3 September Activity

District 3 September Activity Findings

- (43) incidents became cases
- 72% (31) of cases are closed
- There were a total of 11 cases closed with an Arrest(s) or capias request(s).
- 55% of cases closed with an arrest or capias Were generated from Theft(4) and Battery(2).

District 3 Case Reports by Month





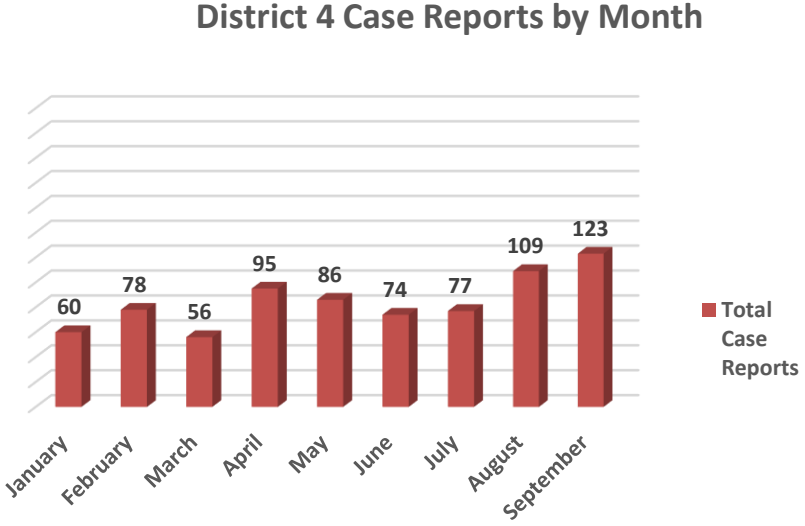
District 3 Cases Map

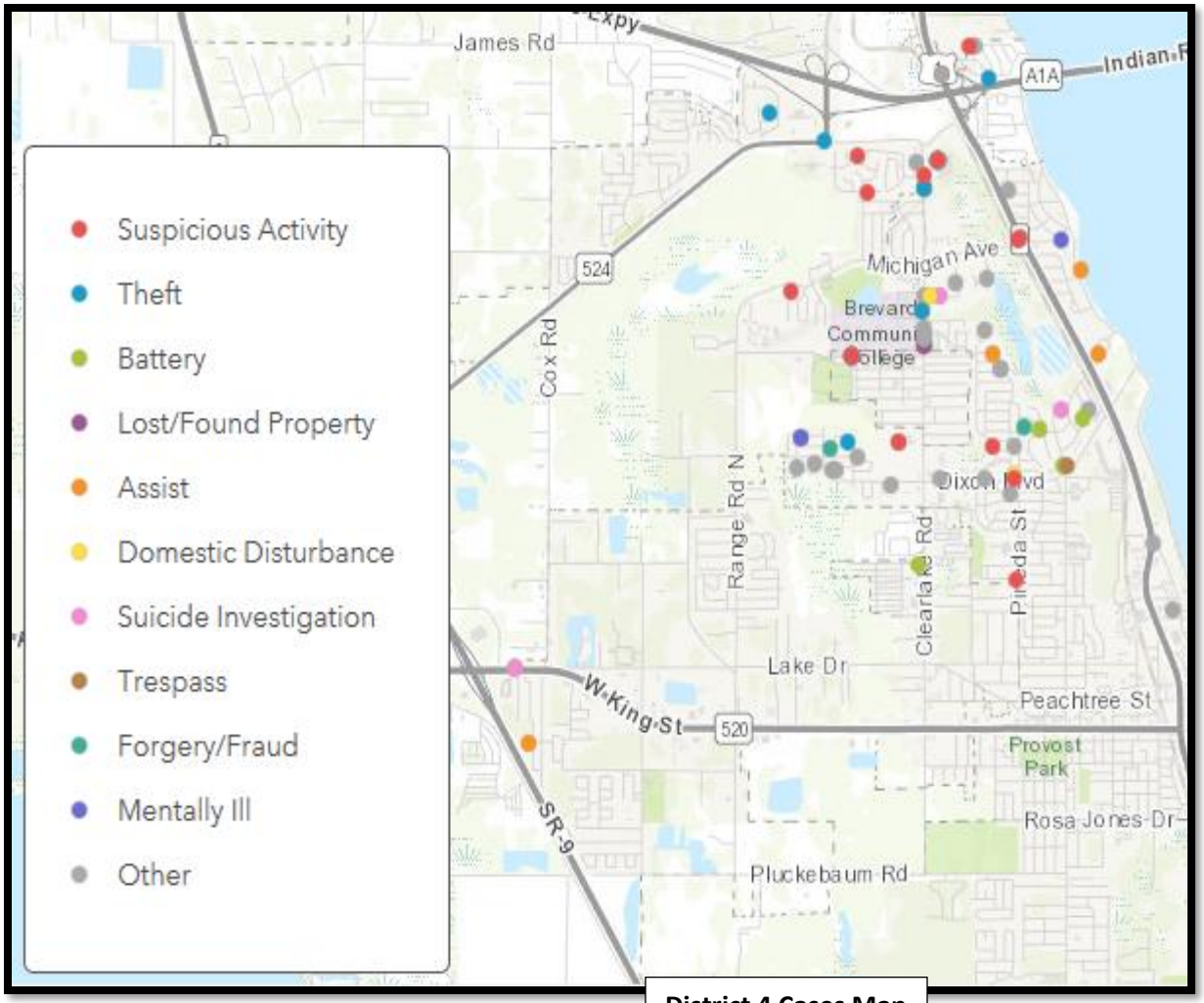
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 September Activity

District 4 September Activity Findings

- (123) incidents became cases
- 67% (123) of cases are closed
- There were a total of 30 cases closed with an Arrest(s) or capias request(s).
- 57% of cases closed with an arrest or capias were generated from Theft(9), Battery(4), and Trespass(4) cases.





District 4 Cases Map

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Repeated Locations of Incidents

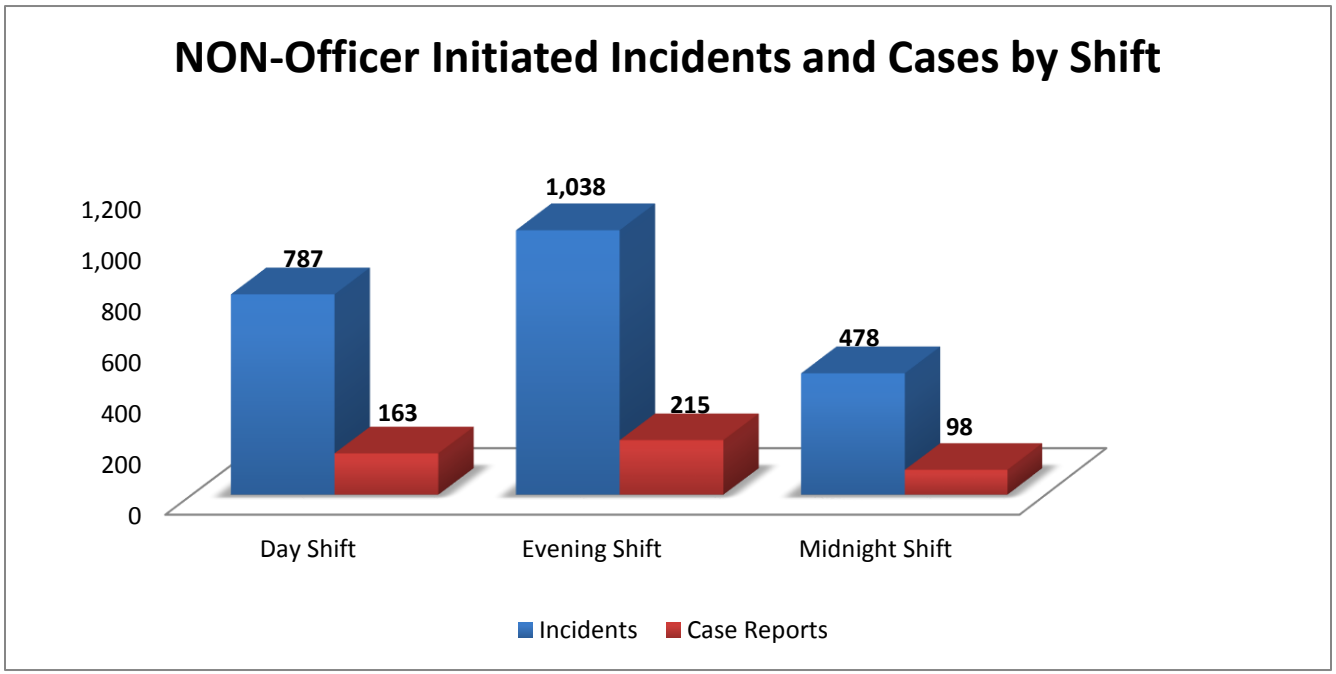
The table below illustrates the totals of Incidents and Cases from September 1, 2018 thought September 30, 2018 generated from the locations listed in the table. These totals include both citizen and officer initiated incidents.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	102	27
1407 Dixon Blvd	55	21
1080 N. Fiske	25	10
800 N. Fiske	22	7
900 Friday Rd	20	1
1514 Clearlake Rd	19	9
1524 Clearlake Rd	7	3
1010 N. Fiske Blvd	5	0
TOTAL	**255**	**78**

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The bar graph below illustrates both, incidents and cases reported totals by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. The totals in the bar graph do not include patrol checks or officer initiated incidents.

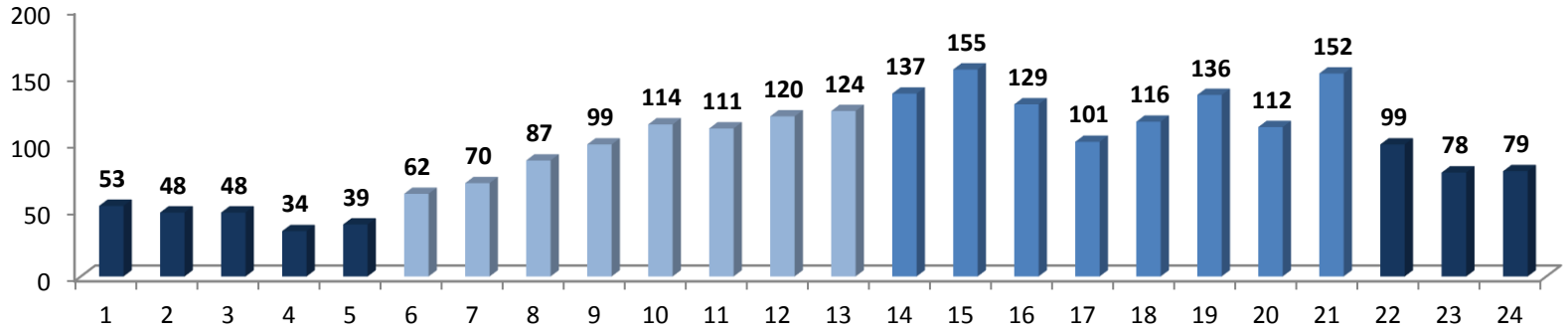


Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

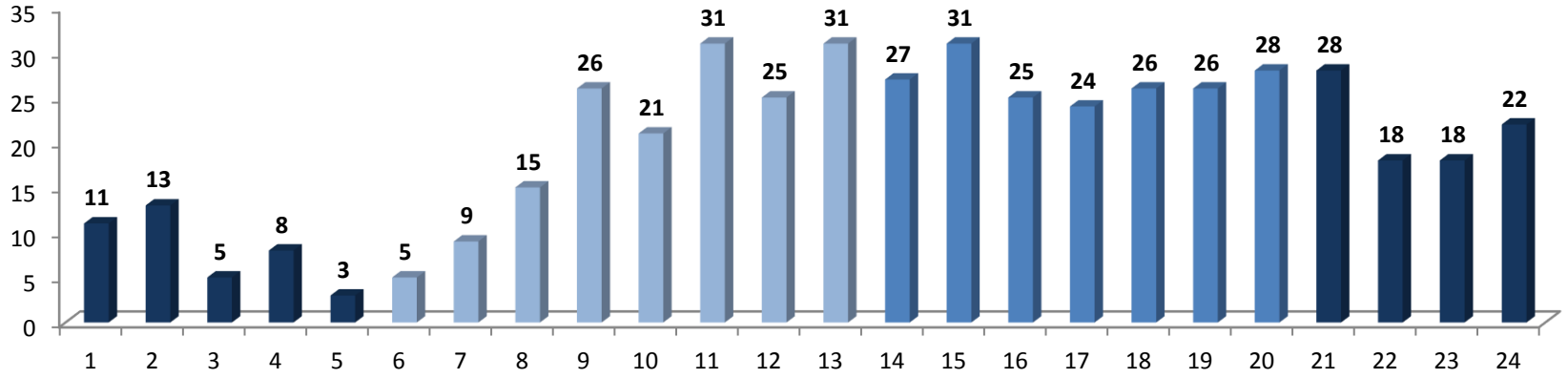
Incidents and Case Reports by Hour

Note: The charts below represents reported incidents and cases during the month of September broken down by time of day. These totals do not include Patrol Checks or officer iniciated incidents.

Incidents by Hour

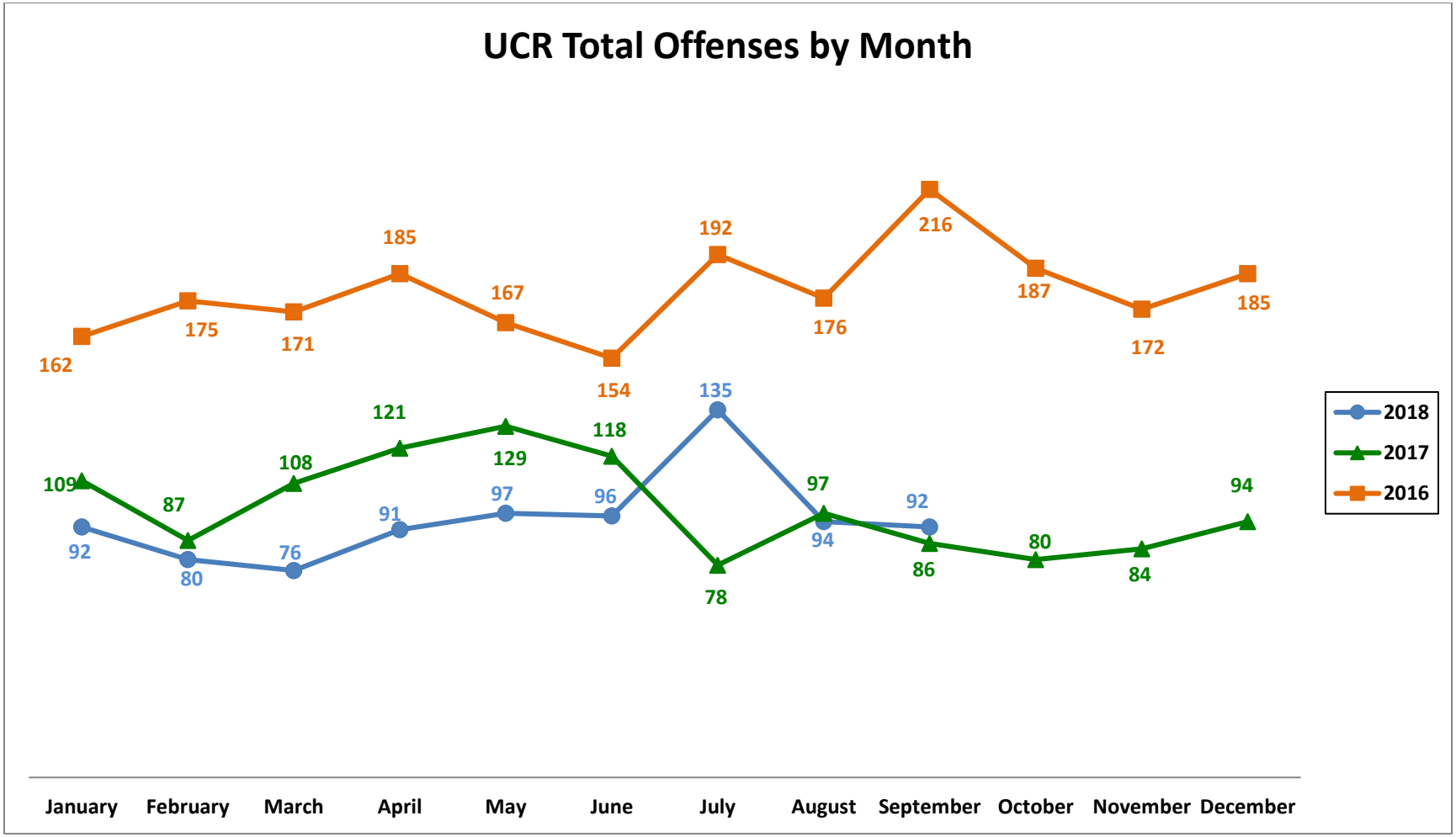


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2018, 2017 & 2016



NOTE: *UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.*

UCR totals were received and the graph was updated on 10/17/18.

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst